

MASTER AGREEMENT

between

**OSCODA AREA SCHOOLS
BOARD OF EDUCATION**

and

OSCODA ADMINISTRATOR'S ASSOCIATION

2008 – 2012

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ARTICLE 1 – RECOGNITION

- A. The Board recognizes the Oscoda Administrators Association as the exclusive bargaining representative pursuant to Act 379 of the Public Acts of 1965, as amended, for all Principals, Assistant Principals, Directors, and the Operation of Plant Supervisor. Excluded from the unit are the Superintendent, Assistant Superintendents, Central Office Administrators, other Central Office staff, Transportation Supervisor and all others.
- B. The term "Administrator" when used herein shall refer to all members of the bargaining unit represented by the Association. The term "Supervisor" hereinafter refers to the Operation of Plant Supervisor.

Should the Board create a new administrative position, the Association shall have the right to meet and confer with the Board or its authorized representatives regarding the inclusion of the position within the bargaining unit. If the parties so agree, the position will be added by written agreement. If the parties do not agree, the dispute will be directed through the unit determination procedures established by the Michigan Employment Relations Commission.

ARTICLE 2 – PURPOSE

The general purpose of this agreement is to promote orderly and harmonious relations between the Board and Administrators and to document the benefits available to Administrators in the Oscoda Area Schools. Both parties recognize that the basic purpose of the Oscoda Area Schools is for the education of its youth and that all employees are obligated to help provide the best educational system possible. The Board and OAA cooperatively encourage friendly relations between the respective representatives at all levels, among all employees and all citizens.

ARTICLE 3 - RIGHTS OF THE BOARD

- A. The Board has the responsibility and authority for the direction and management, on behalf of the public and the State of Michigan, of all the operations and activities of the school district in accordance with the Constitution, statutes, Administrative Rules, Attorney General opinions and court decisions of the State of Michigan and the United States.
- B. The provisions of the Agreement shall be and hereby are in conformity with the above laws, rules and interpretations.
- C. By its own decision, the Board agrees to the terms of this contract, but in entering into this contract the Board does not and cannot divest itself of its policy making power to make the final decision in any situation which falls beyond the terms of this Agreement.
- D. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance therewith shall be limited only by the specific and express terms of agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

A. **Association Business**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that such business does not interfere with the instructional program of the school nor the duties of the Administrators.

B. **Meetings**

Association meetings are to be scheduled at a time other than during the normal student day. However, should a situation arise that required an emergency meeting during the day, the Superintendent and/or designee is to be contacted in advance to obtain approval.

C. **Financial Information**

It is understood that the Association shall have rights to financial information of the district pursuant to the Public Employment Relations Act and/or the Freedom of Information Act.

D. **Membership**

Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this agreement, whichever occurs later, each Administrator may, either maintain membership in the Association or pay to the Association, service fees, up to the amount of dues uniformly required of members.

The Association shall indemnify the Board and hold it harmless against any losses, claims, damages or costs resulting from legal challenges to this section.

E. **Payroll Deductions**

1. The Board of Education will provide payroll deductions for administrative personnel for such obligations as association dues, professional dues and/or memberships, credit union deductions, tax sheltered annuity plans, TDP's (tax deferred payments), insurances, and other Section 125 plan components, as well as other approved contributions. In all cases, it is the responsibility of the Administrator to provide the proper authorizations to the Board of Education Office and to keep it current.
2. Administrators may also authorize the Oscoda Area Schools to direct deposit their payroll checks according to the options and financial institutions so stipulated by the Administrators. This authorization for the direct deposit of pay shall remain in full force and effect until the Oscoda Area Schools have received written notification from the Administrator of its termination.

F. **Oscoda Education Association Appendix "B" Extra-Curricular**

Administrators may apply for Oscoda Education Association Appendix "B" Extra-Curricular positions. The decision of the Superintendent to award the position to the Administrator or remove an administrator will be final and is not subject to the grievance procedure.

ARTICLE 5 - ADMINISTRATOR'S RIGHTS

- A. Each Administrator shall have the right to review the contents of his/her personnel file and medical files. The Administrator shall have the right to choose an individual to accompany him/her for such review. No more than one (1) official file shall be kept on each Administrator, and the contents therein shall remain in the building housing the Superintendent.

No materials concerning a complaint about an Administrator may be placed in the personnel file by the Superintendent and/or designee without first notifying the Administrator of his/her opportunity to file a response thereto and when filed not later than ten (10) working days after notification, the response shall become part of the file.

In the event that a proper request for a copy of information contained in the file is made, the Administrator shall be notified before copies are released.

- B. Administrators shall be entitled to Association representation upon request at all interviews or conferences when disciplinary action concerning that Administrator will be discussed or where discipline will be imposed.
- C. Administrators shall be assigned administrative responsibilities and coordinate instructional leadership under the supervision of the Superintendent and/or designee for the planning, management, operation and evaluation of the educational program and services provided in their building. They shall submit recommendations to the Superintendent and/or designee for the appointment, assignment, promotion, or dismissal of personnel assigned to their supervision. The line of responsibility will be followed according to the Board of Education's established organizational chart.
- D. It is recognized that the administration of the school district must be a unified endeavor directed towards the efficient operation of the delivery of education to the youth of the community. As such, the mutual support of the administration and the Board are pledged in order to carry out the policies of the District.

ARTICLE 6 - WORK DAYS/YEARLY CALENDAR

- A. Administrators must be on the job whenever it is necessary for them to fulfill their role as the leader/supervisor of the educational program and activities within their building. The goal is to make sure that quality educational supervision, as well as quality educational programs and activities take place within their building. Since the crucial and heavy activity hours vary according to building and level, Administrators will work with the Superintendent and/or designee in identifying daily work schedules. Also, with the permission of the Superintendent, the principal may appoint an assistant or designee to cover some of the crucial and heavy activity hours. The use of a designee or assistant will be on file in the Superintendent's office in cases of emergencies.
- B. It is mutually agreed that Administrators are employed on an annual basis and their responsibilities as building/program Administrators (excluding the Maintenance Director) span the period of August 1 to June 30.

The month of July is an uninterrupted unpaid vacation period for the Administrators, with the exception of the Supervisor. It is understood that exceptions to the above, due to unforeseen or emergency situations, or administrative needs, or for other reasons, may necessitate working during July.

Administrators need to submit a district form in a timely manner to the Central Office of their days to be used for sick leave, personal business days, preapproved flex days, conferences, and school business days; any time gone from the district.

Paid holidays for Administrators include Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day. The Fourth of July will be paid to the Supervisor only.

C. **Yearly Minimum Work Day Totals**

All Administrators will work 220 days per/year. The Operation of Plant Supervisor will work 223 days per/year.

D. **Representation at Meetings**

Administrators are welcome to attend all scheduled meetings appropriate to their school responsibilities. Professional discretion should be used to make this decision. Attendance is not mandatory at all meetings, however, there will be times when some administrators will be required to attend by the Superintendent and/or his/her designee, or the Board of Education.

When possible, administrators are encouraged to rotate/share among themselves, the meeting responsibilities to assure adequate grade-level/program representation. Such rotation and/or sharing will be subject to the ultimate approval of the Superintendent and/or his/her designee.

ARTICLE 7 – VACANCY

- A. Vacant bargaining unit positions shall be posted within the school district for a period of no less than five (5) working days. When a vacancy occurs within the bargaining unit during the summer months, it will be posted on the Central Office bulletin board for ten (10) days. Vacancies may be temporarily filled in the interim.
- B. The posting shall contain the responsibilities and duties of the vacant position and set forth required qualifications.
- C. Any currently employed Administrators who applies for a vacant Administrative position, including the Superintendent or other Central Office Administrative positions, will be interviewed if the administrator meets the qualifications for the position.
- D. The Board shall be free to interview and accept applications for vacant positions from outside of the bargaining unit.

The Superintendent shall be free to recommend and the Board of Education shall be free to employ, any applicant for administrative vacancies, which they shall, in their sole discretion, determine to be in the best interest of the school district.

- E. When school is not in session as specified in Article 6, Paragraph B and Administrators are not required to work, a copy of Administrator postings will be mailed to each Administrator.

ARTICLE 8 - ASSIGNMENTS AND TRANSFERS

The Superintendent shall be responsible for the effective utilization of all administrators. The Superintendent, after considering certification and endorsement guidelines, and upon consultation with the affected Administrators, shall make such assignments and transfers as deemed necessary and in the best interest of the Oscoda Area Schools. All Administrators shall be subject to assignment and reassignment at the discretion of the Superintendent.

ARTICLE 9 – EVALUATION

- A. The Administrative evaluation process provides an opportunity for continuing dialogue concerning Administrator progress. The process may include the establishment of future goals and/or objectives. If there is a change/concern in the process, the Superintendent will meet with the Administrators to review and/or establish the evaluation process.
- B. Each Administrator may be evaluated in writing at least once each year by the Superintendent or designee. The Superintendent and the Administrator will meet to confer about the evaluation. A copy of the final evaluation signed by the Administrator and the Superintendent of Schools and shall be filed in the Administrator's personnel file. Signing indicates the Administrator has been made aware of its content, has discussed the evaluation with the Superintendent or designee, and has received a copy of the evaluation report.
- C. Established district evaluation timelines will be followed in the evaluation process. Each Administrator shall be given the opportunity to discuss the job performance objectively and constructively with the supervisor. A written response may be attached to the signed evaluation report by the Administrator. Administrators will be given advanced notice should an evaluation be placed in the Administrator's file, which was written by other than the Superintendent or designee. It is agreed that student-written evaluations will not be placed in personnel files.

ARTICLE 10 – COMPLAINTS

- A. It is understood that during the course of employment as an Administrator, inevitably decisions will be made that may adversely effect certain individuals thereby causing that person to seek redress elsewhere. It is also recognized that complaints concerning problems or indeed solutions to problems, can best be handled first by the affected parties, unless very unusual circumstances dictate other procedures. In most cases a complaint about an Administrator or his/her administration of the building, program or personnel under his/her jurisdiction, will be referred to the Administrator for disposition initially. If the Superintendent receive complaints on appeal from the building level, the Superintendent upon determining the validity of the complaint, will inform the Administrator involved of any recommended disposition of the complaint. The Administrator shall have an opportunity to provide background information prior to any action on the complaint, which changes his/her initial decision.

- B. Likewise, it is acknowledged by the Association and its members that the proper channels of communication to the Board of Education will be observed so that the flow of information and resolution of problems can best serve the needs of the District. It is understood that administrative problems are best handled by the Administration in accordance with Board Policy #9130 "Public Complaints". Resolution of the day-to-day decisions in running the district must first be resolved at the administrative level. Guidance from the Board on administrative decision(s) is sought through the Superintendent's office and not directly.

ARTICLE 11 - GRIEVANCE PROCEDURE

- A. 1. A "grievance" is an alleged violation of the express terms of this contract.
2. The term "day" as used herein shall mean Monday through Friday except when a holiday shall fall on one of those days.
3. When submitting a written grievance, (Appendix B), the grievant will provide the following information on the grievance:
- a. It shall be signed by the grievant.
 - b. It shall contain the date of the alleged violation.
 - c. It shall be specific.
 - d. It shall contain a summary of the facts giving time to the alleged violation.
 - e. It shall cite the section (s) or subsection (s) of this agreement, which are alleged to have been violated.
 - f. It shall specify the relief requested.

Any grievance not in accordance with the above shall be rejected as improper and shall not extend the time limits contained herein.

4. Any matter involving termination, discipline or evaluations shall not be grievable nor shall non-renewal or non-extension of an Administrator's contract.
5. Any matter for which there is recourse under state or federal law or through an administrative agency shall not be subject to the grievance procedure set forth in this agreement.
6. Any grievance considered under this procedure must be initiated within ten (10) days of its alleged occurrence.
- B. **Step 1**
The grievant or designee shall initiate a grievance by first discussing the matter with the Superintendent or designee.

Step 2

If the matter cannot be resolved orally, it shall be reduced to writing and submitted to the Superintendent within five (5) days of the oral discussion. The Superintendent shall respond in writing within five (5) days of receipt of the written grievance.

Step 3

If the response of the Superintendent is not satisfactory, the grievant may appeal to the Board of Education within five (5) days of the date of the Superintendent's response. The appeal shall be to the Secretary of the Board of Education who shall transmit the appeal to the Board of Education at its next scheduled meeting. The appeal to this level is restricted to those areas where the issue involves a topic that is subject to executive session under the Open Meetings Act where the administrator has requested a closed session. At that meeting, the Board shall appoint a committee of the Board to hear the grievance within twenty (20) days and report its recommendations back to the Board at its next scheduled meeting for final disposition by the Board of Education. The Board shall render its final decision no later than twenty (20) days from the date of the hearing before the committee.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. The grievance shall be carried forward by the Association within forty-five (45) days from the date it was initially delivered to the Board, or the grievance shall be waived.

If the parties cannot agree as to the arbitrator, the American Arbitration Association shall select the arbitrator in accord with its rules, which shall, likewise, govern the arbitration proceeding. The Board and Association shall not be permitted in such proceeding to assert any ground or rely on any evidence not previously disclosed to the other party.

The arbitrator is to determine disputed interpretations of terms found in this Agreement, or determine disputed facts upon which the terms of the Agreement depend. The arbitrator shall not have authority, nor shall it be his/her duty, to decide any issue not submitted to him/her. The arbitrator shall not give any decision, which in practical or actual effect, modifies, revises, detracts from, or adds to any of the language of this Agreement. Past practice of the parties can be used as relevant evidence if it bears on an interpretation of the actual terms of the Contract. The arbitrator shall not base any decision on his/her opinion that is fair or not fair, unless it is based on actual language in this Contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Fees and expenses of the arbitrator shall be paid in full by the losing party of each arbitration case.

- C. The time limits stated herein shall not be extended except by written agreement.

ARTICLE 12 - INDIVIDUAL CONTRACTS/LENGTH/EXTENSION/NON-RENEWAL

- A. All Administrators shall be employed under written contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Said contracts shall be effective on July 1st and shall terminate on June 30th. Neither individual contracts nor this collective bargaining agreement shall confer tenure to any Administrator in any administrative position.

- B. New administrators shall be initially employed under a written, probationary contract for any period of time that does not exceed two (2) years.

Where a two (2) year contract is in place for a probationary or non-probationary Administrator, the Superintendent shall consider an extension or non-extension of the Administrator's contract and make a final determination by May 1 of the year prior to the contract's expiration. Failure of the Superintendent to make the determination by May 1 will result in a one (1) year contract extension of the Administrator's contract. If the Superintendent determines not to extend the Administrator's contract, the Administrator will be notified of the decision not to extend the termination date of the Administrator's contract. Upon request of the Administrator, the Superintendent shall provide in writing the reasons for non-extension of the Administrator's contract. These reasons shall not be arbitrary or capricious.

Not later than the March Board meeting of the year in which the Administrator's individual contract expires, the Board of Education shall consider non-renewal of an Administrator's contract. Non-renewal is distinguished from non-extension in that non-renewal is in essence a termination notice to be effective as of the termination date of the Administrator's contract in that school year, whereas non-extension is action or in-action of the Superintendent as set forth above.

Notification of non-renewal of a contract will be given in writing at least sixty (60) days before a contract termination.

- C. A notification of non-renewal of contract of a person covered in this Contract may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of non-renewal unless the affected person has been provided with not less than thirty (30) days advance notice that the Board is considering the non-renewal together with a written statement of the reasons. After the issuance of the written statement but before the non-renewal statement is issued, the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under Section 8 of Art. No. 267 of the Public Acts of 1976 (Open Meetings Act). The failure to provide for a meeting with the Board or the finding of a court that the reason(s) for non-renewal is/are arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one (1) year period.

ARTICLE 13 - REDUCTION IN FORCE

When the Board identifies a need to eliminate a position, it will provide the Association an opportunity to discuss with the Superintendent the reduction of the position.

In the event of any reduction of administrative personnel, the Administrator shall be given written notice at least 60 days prior to the effective date of the layoff and, if appropriate, shall have an opportunity to be reassigned to a certified position if it does not violate state law and the district's policies, existing contracts or collective bargaining agreements.

The following factors shall be considered by the Superintendent in determining which Administrator(s) shall be reduced from the system:

- A. Needs of the School District.
- B. Certification requirements for the position.
- C. The individual's record of performance.
- D. The individual's professional experience inside and outside the Oscoda Area Schools.
- E. Applicable education or training for the job.
- F. Administrator seniority is the length of continuous service as an administrator in the district.

In the event of a lay-off and subsequent recall, a settlement amount would be determined which would involve reviewing the unemployment collected and the salary due to the Administrator so that the total income for the time period equals the total contract. Administrators shall be recalled in reverse order of layoff for a period of three (3) years from the effective date of the layoff using the criteria in A - F above.

ARTICLE 14 - TEACHING TENURE

Administrators shall not be granted tenure in his/her administrative position established by virtue of the contract of employment. A tenured teacher in this district who accepts a non-tenured position does not forfeit the right to return to the classroom to the extent afforded under the Tenure Act. Seniority within the teacher bargaining unit is governed exclusively by the OEA Master Agreement.

ARTICLE 15 - CREATION OF ADMINISTRATIVE POSITIONS

It is agreed that the Association will be given the opportunity to make recommendations to the Superintendent prior to the Board taking action to approve new administrative positions. Both parties agree to continue their cooperative procedure in the reorganization.

ARTICLE 16 - PROTECTION OF ADMINISTRATORS

- A. The Board shall recognize its responsibility to provide all reasonable support and assistance to Administrators with respect to maintenance of control and discipline in the schools.
- B. Administrators shall communicate to the Superintendent's office all cases involving abusive conduct or assaults suffered by them in connection with their employment.
- C. The Board pledges its support of its Administrators in the lawful performance of their duties on behalf of Oscoda Area Schools. In accordance with this concept, the Board has secured General Liability coverage that includes in the definition of "Who is Insured", all employees (including Administrators) for acts within the scope of their employment. Further, in the event the Insurance Company shall not provide legal counsel on behalf of the Administrator, the Board shall provide its legal counsel on behalf of the Administrator, if the Board determines that the Administrator was acting within the scope of the Administrator's job responsibilities.

ARTICLE 17 – LEAVES

A. Sick Leave

1. Accumulation

Administrators shall be advanced fourteen (14) days of sick leave on July 1st each year of employment, which may accumulate, from year to year. The Supervisor shall be advanced fifteen (15) days of sick leave on July 1st each year of employment, which may accumulate, from year to year. Existing sick leave accumulation at the time of ratification of this contract shall be recognized by the district. If a new Administrator is hired who was previously employed within the district in some other capacity, without a break in service, he/she shall be allowed to retain his/her previously accumulated sick leave and transfer it to his/her administrative account.

2. Use of Sick Leave

(a) Sick Leave is provided to the employee to prevent loss of pay when the employee cannot report for work due to an incapacitating illness or injury (including pregnancy related disabilities). It is not intended as floating vacation time or a right to use the time provided to be absent from work. It is in essence a privilege provided by the Employer when the employee is unable to work. It must be used as such and not be abused.

(b) Sick leave can be used for the employee's incapacitating illness or injury. Up to two (2) days per year deducted from sick leave may be used by the Administrator to care for members of his immediate family that requires his/her attention. The Superintendent or designee may grant additional days for paid family illness care upon written request from the Administrator or may refer such request to Family and Medical Leave Act provisions contained herein. If the member of the immediate family is stricken with a serious or terminal illness requiring the Administrator's absence to provide arrangements for long term care of the family member, the Superintendent or designee may grant up to four (4) days to be deducted from sick leave.

Sick leave may also be used by the Administrator for surgery or other incapacitating illness. When surgery can be scheduled during the summer months, the Administrator is requested to do so.

(c) The Board reserves the right to request and receive doctor's statements from the Administrator's doctor verifying the inability of the Administrator to work; the ability of the Administrator to return to work from an illness or absence; or to refer the Administrator to a physician of the Board's choosing (at Board's expense) to verify illness, injury, incapacity, or inability to return to work. The Administrator agrees that as a condition of the use of sick leave, he/she shall abide by these rules and regulations. If the Superintendent or designee fails to approve use of sick leave, he/she may approve of a leave without pay including the Family and Medical Leave Act provisions contained hereafter.

- (d) Immediate family is defined as parent, parent-in-law, spouse, children, stepchildren, sibling, sibling-in-law, grandparents, aunt, uncle and grandchildren.
- (e) Each Administrator shall receive a written statement of his/her accumulated sick leave every October and April.

B. Worker's Compensation

Each Administrator is covered by Workers' Compensation statutes and shall be accorded the rights thereunder. Each Administrator shall fill out necessary reports immediately after any injury or job-related illness, which may be claimed under the Act.

C. Personal Business Days

- 1. In addition to sick leave granted in Section 1, the Board annually grants each Administrator five (5) days for personal business which cannot be transacted at times other than normal work hours of the Administrator. Personal business days are not accumulative. Two (2) days advance notice to the Superintendent is required except in cases of emergency. Reasonable notice to the Superintendent is required in cases of emergency.
- 2. Failure to provide notice or inappropriate use may result in loss of pay as determined by the Superintendent.
- 3. Pre-scheduled doctor or dentist appointments will be considered appropriate use of personal business days.

D. Child Rearing/Family Medical Leave

- 1. An unpaid leave of absence shall be granted to an Administrator for the purpose of child rearing. Such leave shall only be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining unit member's child. The length of leave under this paragraph shall not exceed twelve (12) workweeks, renewable at the discretion of the Board.
- 2. Where a bargaining unit member's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) months, renewable at the discretion of the Board.
- 3. An Administrator adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives at the home.
- 4. In order to provide continuity within the Administrator's areas of supervision, an Administrator shall notify the Superintendent in writing of his/her desire to take leave under this Article.

The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, Administrators shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

5. In the case of an adoption or foster care placement, a copy of the order awarding custody to the Administrator shall be provided to the Superintendent if requested in connection with the application for leave for those purposes. When leave is taken under this Article to care for an Administrator's seriously-ill spouse, child or parent, or due to the Administrator's own serious health condition, the Administrator will, upon the Superintendent's request, provide medical certification from a health care provider supporting the necessity for the leave.

Administrators taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the Administrator's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board's expense) be obtained. If that opinion differs from that of the Administrator's health provider, the Administrator's health provider, the Administrator and the Superintendent (in consultation with the Association, if requested by the Administrator) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, Administrator, and Association. The cost of this examination shall be paid equally by the Board and the Association.

6. Upon return from an unpaid leave of absence, except as provided elsewhere, the Administrator shall be reinstated to his/her former position or, if that position is not available, to a position, which is substantially equivalent for which, the Administrator is certified and qualified.
7. The Board and the Administrator agree to cooperate in scheduling the return from leave at a time, which minimizes disruption to the continuity of educational programming and service delivery.
8. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an Administrator who has been granted an unpaid leave under this Section. If the Administrator fails to return from leave at its expiration (except in the event of the continuance, onset or reoccurrence of a serious health condition of the Administrator or other circumstances beyond the Administrator's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the Administrator, with any deficiency to be remitted by the Administrator to the Board within five (5) days of demand.
9. It is understood that the Board retains the right under the Family Medical Leave Act of 1993 ("FMLA") to designate and count as FMLA leave any paid leave taken by an employee for a FMLA required reason. Once the Board has acquired knowledge that the leave is being taken for a FMLA required reason, the Board promptly (within two [2] business days, absent extenuating circumstances) notify the employee that the leave is being designated and will be counted as FMLA leave. If the notification is given orally, the Board must confirm this in writing no later than the next pay that occurs at least one (1) week after the oral notification.

E. **Unpaid Leaves**

1. **Educational Leave**

- (a) Administrators who have been employed in the Oscoda Area Schools for three (3) years or more may be granted an educational leave upon written request. Terms of the leave, if granted, must be mutually agreed upon by the Superintendent, Board of Education, and the Administrator. The Administrator must agree to return to the Oscoda Area Schools for not less than one (1) year immediately following the leave.
- (b) If Administrators do not return to the service of the Oscoda Area Schools after termination of the educational leave, they must refund in full all compensation received from the Oscoda Area Schools while on leave, unless they receive a written waiver to the contrary from the Board.
- (c) Upon returning to full-time service at the termination of the leave, an Administrator will advance on the salary scale as if on active service, provided the conditions of the leave have been fulfilled.
- (d) An Administrator wishing to pursue advance study in the field of educational administration and related fields, may request an educational leave-of-absence.

2. **Other Leave**

The leave provisions of Paragraph A above may also apply to service full time in the Peace Corps, Job Corps or Teacher Corps, or for cultural travel in the sole discretion of the Board of Education. Written requests are required well in advance of the expected absence.

3. **Personal**

- (a) The Board may grant a personal leave of absence. An Administrator may request a personal leave of absence for a one (1) year period. To be considered for this leave, an Administrator must be employed in the Oscoda Area Schools for a minimum of three (3) years and must apply in writing stating the purpose of the leave to the Superintendent or his/her designee prior to March 15th of the preceding year. This does not guarantee any particular number of leaves.
- (b) In computing service to determine the Administrator's position on the salary guide at expiration of the leave, time spent on leave shall not be counted as active service in the Oscoda Area Schools.
- (c) Administrators on personal leave-of-absence shall make written application for reinstatement no later than March 15th of the school year of their leave. An Administrator on leave shall be reinstated at the beginning of the next year to his/her former position, if available, and if not, to a comparable position.

4. **Hardship**

- (a) The Board may grant a leave-of-absence for not more than one (1) year without compensation to any Administrator who is unable to perform their regular duties for an extended period of time because of personal illness or hardship, provided a written request for such a leave of absence is submitted by the Administrator and, in the case of illness, provided written clarification is received from a physician. Such leaves are renewable at the discretion of the Board. This type of leave may be considered after the exhaustion of the provisions under the Family and Medical Leave Act.
- (b) In computing service to determine the Administrator's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Oscoda Area Schools.
- (c) Whenever a leave of absence is granted for health reasons, Administrators must give acceptable professional evidence of recovered health before being permitted to return to duties in the Oscoda Area Schools.
- (d) Administrators on leave shall make written application ninety (90) days prior to the expiration date of the leave, or at a mutually agreed upon time, for reinstatement. Administrators shall be reinstated at the beginning of the next term, semester, or school year after expiration of their leave to their former position, if available and if not, to one that is mutually agreed upon for which they are qualified.

5. **Military Leave**

Military leave, including service in the National Guard and Reserves, shall be granted in accordance with applicable state and federal laws.

F. **OAA Days**

Upon prior approval by the Superintendent or designee, Association members shall be released for the purpose of attending Association meetings at no loss of pay, not to exceed a total of three (3) days per year. No more than two (2) Association members may be released at the same time.

ARTICLE 18 - ASSOCIATION MEMBERSHIP

Each Administrator is encouraged to join state, local, national, and international professional associations directly related to that Administrator's primary professional duties. The cost to be paid by the Board shall not exceed \$250 per school year per Administrator. Costs that exceed \$250 per school year pay may be paid through a payroll deduction of the individual Administrators (Article 4, Paragraph E 1).

In addition to the above cost, the Superintendent may approve membership in an additional organization because of the uniqueness of the particular administrative assignment.

ARTICLE 19 - CONFERENCES/MEETINGS

The Board encourages the continuing professional growth of the Administrators as the leaders of the district and shall include a line item in the budget for administrative conferences. The actual cost for such administrative conferences will be paid as approved by the Superintendent of Schools.

Approval by the Superintendent for attendance shall be based on the educational nature of the conference/meeting in relationship to the development of new programs, curricula, and administrative skills. Out-of-district conference/meeting requests must be approved in advance by the Superintendent or designee. All out-of-state conference requests must be considered and approved in advance by the Superintendent of Schools.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT

Costs related to higher education (tuition and books) of up to \$1,800 will be paid each year only when the course(s) are part of a planned program or has a direct professional relationship to the Administrator's job (i.e., certification requirements). Classes must be approved in advance by the Superintendent or designee. Payment will be authorized upon statement confirming payment. If a grade of less than 3.0 is received, the Administrator will later reimburse the district for the tuition within thirty (30) calendar days.

ARTICLE 21 - RETIREMENT BENEFITS

A. Payment of accumulated sick leave will be made only to those administrators who become eligible for retirement under the MPSERS plan. In the event of retirement, an Administrator may receive one-half (1/2) of his/her accumulated sick leave, not to exceed sixty (60) days. This payment shall be paid at the daily rate of:

<u>Non-Degree</u>	<u>BA</u>	<u>MA</u>	<u>EdSp</u>	<u>PhD</u>
\$95.00	\$195.00	\$200.00	\$215.00	\$220.00

At the Administrator's request, payment will be made no later than June 15th of the year following retirement. Only Administrators hired before October 22nd, 1997 will qualify. In case of death, one-half (1/2) of the accumulated sick leave, not to exceed sixty (60) days will be paid to the beneficiary. The only sick leave that will be considered is that of the Oscoda Area Schools.

B. Any early buy-out/retirement incentive and/or Voluntary Resignation Plan available to the Oscoda Education Association membership will be available to the members of the Oscoda Administrators Association, should the member meet the requirements of the plan. Only Administrators entering the unit prior to March 1st, 2002 will qualify for the \$3,000 notice provision.

ARTICLE 22 - CURRICULUM FUNCTIONS

The Board of Education recognizes the importance of building level administrator involvement and leadership in curriculum study and decision-making. Each Administrator within their own building is expected to assume major responsibility for curriculum and study revisions and co-ordination of curriculum between buildings and grade levels.

ARTICLE 23 - INSURANCE BENEFITS

A. Health Insurance

The following plan options will be available to all bargaining unit members.

Plan A:

Health
Long Term Disability
 66 2/3% of maximum eligible salary
 Monthly maximum benefit \$5,000
 Maximum monthly salary \$7,500
 90 day modified fill
Negotiated Life - \$35,000 AD&D
Vision
Dental

Prohibited abortion coverage excluded.

Bargaining unit members whose spouse is also employed by the district, must select either Plan A as provided herein or the medical plan of their spouse. Employees are not eligible for dual full health insurance enrollment.

Bargaining unit members selecting a spousal medical plan will be provided Plan B contained herein to include a \$100 monthly cash payment under the Section 125 plan.

Plan B:

Long Term Disability (same as above)
Negotiated Life - \$35,000 AD&D
Vision
Dental

The health care plan in Plan A will be Community Blues Base Plan 15/0 and includes by way of illustration (in-network) \$30 office visit co-payments; \$150 emergency room co-payments; \$30 chiropractic co-payments and a \$10/\$20 prescription drug plan.

In addition to the premiums, the district will pay the monthly administrative fees, the \$2,500/\$5,000 in-network annual deductibles and self fund the hearing aid rider on the health plan. The district will not be responsible for out of network deductibles or any other costs of the health care plan.

Employees will be responsible for all other costs (i.e. coinsurance, co-payments and any out of network deductibles).

The dental plan will provide for Class I services at 100%; 75% on Class II; 60% on Class III and 75% on Class IV; \$1,500 per member annual maximum on Class I, II and III; and a lifetime maximum for Class IV of \$1,900 per member.

The employer reserves the right to change agents of record and third party administrators of the above plans and to fully insure and/or self fund plans provided that in doing so, substantially equivalent coverage is maintained.

B. Termination of Insurance

All insurance benefits shall end thirty (30) days after the effective date of termination of employment with the Oscoda Area Schools.

C. Full fringe benefits are available to full-time administrators. Should an Administrator be employed at least halftime, they would be eligible for shared-cost. The cost would be pro-rated between the Administrator and the Board of Education based upon the time worked, as compared to a full-time Administrator in that position.

ARTICLE 24 - VALIDITY OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

B. Should any article, section, or clause of this Agreement be declared invalid by the court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this Agreement, but the remaining articles, sections, and/or clauses, shall remain in full force and effect for the duration of the Agreement.

C. This Agreement shall supersede any rules or regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member's contract heretofore in effect. All future individual bargaining unit members' contract shall be made expressly subject to the terms of this Agreement.

ARTICLE 25 - NEGOTIATION PROCEDURES

A. The calendar year in which this Agreement expires, the Association must submit, in writing, its desire to negotiate an agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement as stipulated in Act 379, with respect to hours, salaries, and conditions of employment.

B. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement.

- C. There will be four (4) signed copies of the final agreement for the purpose of record.
- D. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or without the School District.
- E. It is recognized that no binding contractual agreement between the parties, may be executed without ratification by the Oscoda Area Schools' Board of Education and the Association.
- F. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposal, counter-proposals, and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Each bargaining team guarantees to the other that upon agreement at the table, each will enthusiastically endorse acceptance to each of its constituents.

ARTICLE 26 - CONTRACT AMENDMENTS

If either party wishes to propose an amendment to the contract, such changes may be presented in writing at least three (3) working days before the review meeting. At the meeting, the petitioning party may present his/her reasoning for requesting the amendment. After discussion of the change, the petitioned party may accept or reject the proposed amendment, and the decision at this time shall be final unless reopened at a subsequent meeting by the petitioned party. Either party may stop discussion at will, without recourse on the part of the other party.

ARTICLE 27 - DURATION OF AGREEMENT

- A. This agreement shall become effective upon ratification by the parties and shall remain in full force and effect until midnight June 30th, 2012. The tuition and book reimbursement provision changes in Article 20 will take effect for tuition and books for classes taken starting in 2010-2011. The changes in insurance provisions (including cash in lieu of health care enrollment) will take place within sixty (60) days of ratification by the parties.

- B. At least ninety (90) days prior to the termination of this Agreement, either party may give the other party notice, by registered mail, of its desires to terminate, modify, or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor agreement.

**OSCODA ADMINISTRATORS
ASSOCIATION**

**BOARD OF EDUCATION
OSCODA AREA SCHOOLS**

President

Vice-President

Treasurer

Secretary

Trustee

Trustee

Trustee

Signature Date

Signature Date

**Oscoda Area Schools
APPENDIX A
Oscoda Administrator's Association
GRIEVANCE REPORT FORM**

Grievance Number: _____

Distribution of Form: 1. Superintendent
2. Association

Building: _____

Assignment: _____

Name of Grievant: _____

Date Filed: _____

Step #1: Informal Discussion:

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: (Facts) _____

B1. Sections of contract alleged to be violated (be specific): _____

B2. Relief Sought: _____

Grievant Signature: _____

Date: _____

C. Disposition of Informal Discussion: _____

Superintendent Signature: _____

Date: _____

D. Position of Grievant and/or Association: _____

Association Signature: _____

Date: _____

Step #2: Formal Submission to Superintendent

A. Date received by Supt. or Designee: _____

Signature: _____

B. Disposition of Superintendent or Designee: _____

Superintendent Signature: _____

Date: _____

C. Position of Grievant and/or Association: _____

Association Signature: _____

Date: _____

Step #3: Board of Education Level

A. Date received by Board of Education or Designee: _____ Signature: _____

B. Disposition of Board: _____

Board Signature: _____ Date: _____

Step #4: Arbitration Level

A. Date submitted to the Arbitrator: _____

B. Disposition and award of the Arbitrator: _____

Signature of the Arbitrator: _____

Date of the Arbitrator's Decision: _____

**Oscoda Area Schools
Oscoda Administrators Association**

**Appendix B
Administrative Compensation**

The OAA base is as follows:	2008-2009	\$59,704
	2009-2010	\$59,704
	2010-2011	\$60,301
	2011-2012	\$60,904

Compensation Factor:

1.318	High School Principal
1.318	REMS Principal
1.248	Elementary Principal/Curriculum Director for 2010-2011
1.148	High School Assistant Principal
1.148	REMS Assistant Principal
1.16	Curriculum Director
0.78	Maintenance Supervisor

Longevity Factor:

1 st year Administrator	.00
2 nd year Administrator	.03
3 rd year Administrator	.04
4 th year Administrator	.05
5 or more years	.06

LETTER OF AGREEMENT
between the
OSCODA AREA SCHOOLS BOARD OF EDUCATION
and the
OSCODA ADMINISTRATORS ASSOCIATION

By August 15, 2010, the Board and Association intend to complete work and ratify a merit pay plan for administrators covered by this Agreement that incorporates several professional standards that they believe have an impact on student achievement.

The standards may include by way of illustration, the following items:

- District Professional Development
- Self-Directed Professional Development
- Performance Evaluations
- Parent-Teacher Conferences
- Student Performance on assessments (i.e. Northwest, State-Mandated Testing)
- Attaining AYP Status
- Meeting School Improvement Goals
- Other Professional Attainments of the Administrator

The maximum annual payment any administrator who qualifies will be \$500. This payment will be made off schedule.

Any administrator who has an unsatisfactory evaluation or who has an individual development plan with corrective components that have not been achieved will not qualify.

The decisions of the Superintendent made in implementing the plan will not be subject to the grievance procedure.