

Chippewa Valley Schools

19120 Cass Avenue ♦ Clinton Twp., MI 48038

MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS
BOARD OF EDUCATION

AND THE

ORGANIZATION OF ADMINISTRATORS
OF CHIPPEWA VALLEY SCHOOLS

2006-07

2007-08

2008-09

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PREAMBLE

This Agreement entered into this 6th day of December, 2006, between the Chippewa Valley Schools, hereinafter referred to as the "School District", and the Organization of Administrators of Chippewa Valley Schools, hereinafter referred to as the "Organization."

WITNESSETH:

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the School District's business under methods which will further, to the fullest extent possible, the safety of the administrators, economy and efficiency of operations, elimination of waste, realization of maximum of quality and quantity of work, protection of property and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is agreed by all parties that providing a high quality education for the children of the Chippewa Valley Schools is the paramount aim of the School District. The Board, administrative staff and the Organization employees have definite responsibilities in providing such services and education. The Board, under law, has the responsibility for establishing the policies for the School District; the administrative staff has the responsibility for carrying out the policies established.

To these ends, the Board and the Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Board and the Organization at all levels and among the Organization employees, we hereby declare:

WHEREAS, the Board, under law, has the responsibility for establishing the policies for the School District; and

WHEREAS, the administrative staff has the responsibility for carrying out the policies established; and

WHEREAS, the Board and Organization recognize and declare that providing a quality education for the children of the School District is their mutual aim; and

WHEREAS, the Parties to this Agreement have the responsibility for providing prompt, accurate and efficient service and conduct consistent with all policies established by the Board; and

WHEREAS, the parties, through negotiations in good faith, have reached agreement on all such matters and desire to confirm this Agreement.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Organization of Administrators of the Chippewa Valley Schools in accordance with the applicable provisions of P. L. #379 of 1965 as amended, as the exclusive bargaining representative for all School District administrators of the Board in the bargaining unit herein described. The bargaining unit includes all permanent, probationary full-time principals and assistant principals, excluding, but not limited to: all supervisory and executive personnel now in existence or hereinafter established, as well as any other non-certified and certified employees not herein named.
- B. The term "administrator" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above.
- C. The term "School District" shall also mean the Board of Education and administrative personnel who may be authorized by the Superintendent or Board of Education.
- D. The term "Board" when used herein shall refer to the Board of Education.

ARTICLE II

MANAGEMENT RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the School District, except those which are clearly and expressly relinquished herein by the School District, shall continue to vest exclusively in and be exercised exclusively by the School District without prior negotiations with the Organization, either as to the taking of such action under such rights, or with respect to the consequences of such action. Such rights shall include, by way of description and not by way of limitation, the School District's right to: the management and administrative control of the school system, its properties and facilities; direct the activities and affairs of its employees, including the establishment and enforcement of working rules, the assignment of employees to classifications and the determination of the work and job duties to be performed within the classification; assign and/or transfer employees from one facility location to another; transfer, hire, promote, discipline, demote, lay off and recall employees, and to maintain employee discipline and efficiency; establish, modify or change any work, business or hours and days of work; determine the qualifications and competency of employees to perform available work; introduce new equipment, methods of processes or change or eliminate existing equipment, methods or processes; establish the educational programs and the means of providing a comprehensive program to the students; manage its affairs efficiently and economically, including the determination of the services to be rendered; determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority and amount of supervision and table of organization; subcontract work, hire part-time or temporary employees to perform bargaining unit work and to transfer work out of the bargaining unit. Provided, however, the right to subcontract,

to hire part-time or temporary employees, and to transfer work out of the bargaining unit shall not result in a layoff/reduction in force below nineteen (19) bargaining unit positions.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

ARTICLE III

ORGANIZATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to the Michigan Public Employment Relations Act, the School District hereby agrees the administrators, as defined in Article I, Recognition, shall have the right to freely organize, join and support the Organization for the purpose of engaging in collective bargaining or negotiation and other lawful activity for mutual aid and protection. The Michigan Employment Relations Commission shall have exclusive jurisdiction over an alleged violation of this Paragraph A.
- B. All individual administrator contracts shall be made expressly subject to the terms of this Agreement.
- C. The Organization and its members shall have the right to use school buildings, in accordance with Board policies, at all reasonable hours for meetings, provided that when special custodial services are required, the School District may make a reasonable charge therefore.
- D. The Organization may use school facilities and equipment, including computers, typewriters, ditto machines, other duplicating equipment normally available to teachers and audiovisual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Organization recognizes that all equipment in a building is ultimately the responsibility of the school principal. Organization use of school equipment will be permitted, provided that:
 - 1. The use is strictly to service the legitimate business of the Organization, such as of records, notices, correspondence, etc.
 - 2. The purpose is for internal business use of the Organization and is not for public distribution.
 - 3. Supplies, in connection with such equipment use, will be furnished or paid for by the Organization.
- E. Duly authorized representatives of the Organization shall be permitted to transact official Organization business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations, or assigned duties. If, in the opinion of the Superintendent/Designee or the immediate supervisor of the Organization member, such Organization activity is interfering with classroom activities or assigned duties, such Organization activities must be discontinued immediately.

- F. Administrators may provide their advice and counsel which will be considered by the Board of Education in the development of policies for the District, especially when those policies affect administrators in their professional assignments of the School District.
- G. It is the responsibility of the Organization and individual members to honor Board policies and administrative regulations not in conflict with this Agreement. Neither the Organization, its representatives, nor any member shall assume administrative or supervisory authority to direct employees to disregard the instructions or directions of administrators.
- H. All employees accept the responsibility to strive for excellence in his/her work and to take advantage of opportunities for continually improving his/her skills and relationship with his/her co-workers and with the public. The administrator reserves the right to establish priority to accomplish this task.
- I. It is understood that no Organization views on matters relating to administrative-teacher or Board-Organization relationship will be discussed in the presence of students.
- J. The School District agrees that it will not discriminate against any employee for his/her institution of any grievance under the grievance procedure.
- K. The School District agrees to furnish to the Organization, in response to reasonable requests, from time to time, public information concerning the financial resources of the District. The School District further agrees to supply available information which may be necessary for the Organization to process any grievance or complaint, except in cases involving confidential personnel records. However, the School District reserves the right to determine what is germane to the matter so that irrelevant, confidential information on personnel does not become public.
- L. Principals are expected to provide their advice and counsel which will be considered by the School District in the development of policies for the District. Upon the Organization's request, necessary information regarding policies will be made available to administrators so that constructive advice and counsel can be given by the administrators.
- M. Organization members will be involved in the creation, review, modification, study and implementation of the curriculum and instruction program.
- N. Professional Improvement - The parties support the principle of continuing training of administrators, participation by administrators in professional organizations in the area of their specialization, leaves for special studies and participation of community education projects.
- O. It is the Board's objective to emphasize improving administration performance. To this end, the Board will, within its budget, direct assistance and other means necessary to accomplish these goals. Training and development programs will be directed toward individual employee needs.
- P. Realizing that it is desirable for administrators to be cognizant of current philosophies, trends and techniques, the Board may provide in-service workshops for all administrators in areas deemed necessary, and assume responsibility for expenses for such in-service workshops.

ARTICLE IV

INDIVIDUAL CONTRACT

- A. Each administrator shall be given a two (2) year individual contract of employment in the form attached hereto as Exhibit A. Provided, however, an administrator employed following the commencement of the school year shall be given a contract for the balance of that school year.
- B. The individual contracts of employment shall provide that the building administrators are not granted tenure as an administrator, but are granted tenure only as a classroom teacher.
- C. Notwithstanding any provision of this Agreement to the contrary, Board action of non-renewal of an administrator's individual contract of employment shall not be the basis of a grievance, nor shall such action of non-renewal constitute a violation or breach of any provision of this Agreement or of the administrator's individual contract of employment.

ARTICLE V

STAFFING METHODS, VACANCIES, PROMOTIONS AND TRANSFERS

- A. The School District and Organization agree that all positions shall be staffed by the most competent and qualified persons that can be procured. The Organization also agrees the School District shall have the right to make the final decision on the staffing of all positions.
- B. The School District shall have the right, at any time, to staff any position covered by this Agreement on a temporary or emergency basis for a period of up to one (1) year, unless extended by mutual agreement.
- C. If additional positions (not existing at present time) in the bargaining unit are to be proposed by the School District, the Organization shall be informed, in writing, of the new administrative position of said bargaining unit prior to the announcement and/or posting of such position.
- D. If a vacancy occurs within the bargaining unit, which is not filled by recall, assignment, reassignment or transfer, the vacancy shall be posted for ten (10) days. Administrators who meet the posted qualifications, and who are not currently working in the posted classification, may bid on the vacancy during the 10-day posting period.

If a vacancy occurs during the student school year, the position may be filled on a temporary basis as provided for in Article V, Section B.

The School District declares its support of a policy of filling vacancies, including vacancies in administrative positions, from within its own professional staff whenever possible. Consideration will be given to members of the Organization when vacancies occur.

In the event an administrator is not selected for a position, the reason will be given, in writing, upon written request by the administrator, but the School District's decision selecting the applicant shall be final and shall not be the basis of a grievance.

- E. A grandpersoned administrator involuntarily transferred without just cause shall not suffer a reduction in salary during the term of this Agreement. The term grandpersoned administrator refers to those administrators employed during the 1993-94 school year.

ARTICLE VI

REDUCTION IN STAFF AND RECALL

- A. The Organization recognizes the School District's right to reduce the number of administrative personnel.

The layoff of an administrator in any school year shall be effective on either July 1 or the first teacher work day of the second semester, at the option of the School District, upon written notice to the administrator at least thirty (30) days prior to the effective date of the layoff.

- B. For the purpose of this Article, the term "reduction" shall mean the lay-off of an administrator from a position within the bargaining unit.
- C. When the School District determines reductions in the number of administrators covered by this Agreement, the administrators affected shall be determined by consideration of the following factors. Such consideration shall include their annual evaluation, experience, competency, qualifications and length of service in the classification(s). Unless there is a significant difference in the above-listed factors, the administrator(s) with the least amount of service in the classification(s) affected will be removed first.
- D. Length of service shall be by classification based upon the effective date of hire into said classification. Service experience shall be considered on a District-wide basis within the individual's job classification. Administrators moving from one job classification to another within the bargaining unit shall retain District-wide service experience accrued in any other classification, but not transfer said classification experience into their new classification.
- E. Administrators shall be laid off according to the criteria indicated in Section C above. An administrator laid off from one classification may exercise his/her classification seniority in a position previously held to bump an administrator with less classification seniority if there is no significant difference in the listed factors as set forth in Section C. above.
- F. Administrator(s) laid off through the procedure as stated in this Article shall be recalled by classification in reverse order of their lay off.
 1. Administrators laid off shall be maintained on a recall list for a maximum period of up to two (2) years or the length of District-wide administrative service, whichever is the greatest.
 2. Notice of recall shall be sent to the administrator at his/her last known address by registered or certified mail. If an Administrator fails to respond to the School District within fourteen (14) days from the date of mailing of recall notice, said individual shall be considered as having quit.

3. Each administrator is responsible for keeping the School District advised, in writing, of any change of address and will not be excused for failure to notify the School District on recall if the administrator fails to receive recall notice because of their own failure to advise the School District, in writing, of their change of address.
 4. Should an administrator be offered any position within the bargaining unit and refuse such appointment, he/she will lose the right to remain on the recall list and shall be considered as having quit.
 5. It is clearly understood that any administrator laid off shall automatically terminate and suspend the School District's obligation for salary or fringe benefits under this Agreement or any other agreement.
 6. Exception to the procedure set forth above may be made when the Superintendent/Designee believes it to be in the best interest of the School District.
- G. If a member leaves the Organization to take a position at the central office level for the School District, his/her length of service in the O.A.C.V.S. is frozen as of the date he/she begins his/her new position.
- H. If during the first year of employment in a central office position the administrator is laid off, or discharged without just cause, then the administrator will be allowed to return to the last bargaining unit classification which he/she served, using the criterion factors defined in Article VI, Section C. If he/she does not meet that criteria in the last classification service, he/she will be returned to the next-to-the-last classification, where he/she meets the criteria, and so on until a placement is found. If he/she does not meet the criterion, he/she may be subject to layoff.

Example: A central office administrator has served both as a middle school principal and as an elementary school principal for the District, and has a total of twelve (12) years of District building level experience, six (6) years as middle school principal and six (6) years as an elementary school principal. This administrator is returning to the O.A.C.V.S. ranks. When he/she left, he/she was serving as a middle school principal. There are two middle school principals:

- a. Middle school principal number one has three (3) years of District building level experience, one (1) year as a middle school principal and two (2) years as assistant middle school principal.
- b. Middle school principal number two has two (2) years of District building level experience, all as middle school principal.

Middle school principal number one with three (3) years of total District building level experience would be "bumped" to make room for the returning central office administrator. The administrator would return with the years of service that he/she has when they left the Organization.

This provision shall not be construed to limit the School District's right to remove the administrator, for any reason, from an assigned position outside the bargaining unit.

- I. By mutual written agreement between the Superintendent and the Organization, a former bargaining unit employee, who has been a central office administrator for more than one (1) year, may be permitted to return to a bargaining unit position.
- J. It is understood by the parties that classifications as indicated for this bargaining unit will be identified as stated below as separate and distinct classifications:
 - 1. Elementary Assistant Principal
 - 2. Middle School Assistant Principal
 - 3. High School Assistant Principal
 - 4. Elementary Principal
 - 5. Middle School Principal
 - 6. High School Principal

ARTICLE VII

GRIEVANCE PROCEDURE

- A. A grievance is hereby defined as an alleged violation of a specific Article and Section of this Agreement.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved administrator, and/or to the chairman of the professional grievance committee, shall permit the aggrieved party or parties to proceed to the next step, if they so desire.
- C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- D. If a grievance involves more than one (1) administrator, it may be initiated with the Superintendent/Designee by presenting the grievance orally within seven (7) calendar days of the time the grievance occurs. If it is not resolved informally, then it may be reduced in writing commencing at Step 3 of the grievance procedure and the time lines in that Step shall then become applicable.
- E. Each grievance must be initiated within seven (7) calendar days of the occurrence of the grievance or the event on which the grievance is based.
- F. Procedure

Step 1:

Within seven (7) calendar days of the time a grievance occurs, the administrator will present the grievance to his/her immediate supervisor with the objective of resolving the matter informally. Within seven (7) calendar days after presentation of the grievance, the immediate supervisor may give his/her answer orally to the Administrator.

Step 2:

If the grievance is not resolved in Step 1, the grievant must, within seven (7) calendar days of receipt of the appropriate supervisor's answer, submit to the appropriate supervisor a signed, written "Statement of Grievance".

A meeting on the alleged grievance may take place between the grievant, Organization representative (if requested) and the appropriate supervisor within seven (7) calendar days after the receipt of the written grievance. The appropriate supervisor may give an answer, in writing, within seven (7) calendar days of the meeting indicated in Step 2.

Step 3:

In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved administrator at Step 2, or in the event that no decision has been reached within seven (7) calendar days, the grievance, within seven (7) calendar days, may be submitted to the Superintendent/Designee. The Superintendent/Designee and the aggrieved administrator(s) will meet within a reasonable time, not to exceed seven (7) calendar days, in an attempt to resolve the matter. The Superintendent/Designee may render a written decision within seven (7) calendar days of the meeting of the parties.

Step 4:

If the grievance is not resolved in Step 3 and the grievance involves an alleged violation of a specific Article and Section of this Agreement, then the Organization may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the School District's personnel office, with the American Arbitration Association within fifteen (15) calendar days after the decision is rendered in Step 3, or if no answer was given, within fifteen (15) calendar days following when the answer was due. The Demand for Arbitration shall be signed by the administrator and the Organization's president, shall specify the Article(s) and Section(s) of the Agreement alleged to be violated by appropriate reference, shall specify the relief requested and shall in all other respects be in compliance with the rules of the American Arbitration Association. An arbitrator shall be selected in accordance with the Rules of the American Arbitration Association governing labor disputes.

G. Powers of Arbitrator

1. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific Article(s) and Section(s) of this Agreement.
2. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
3. In rendering a decision, an arbitrator shall give due regard to the responsibility of management.

4. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Organization, its members, the administrators or administrators involved, and the School District.
 5. The fees and expenses of the arbitrator shall be shared equally by the School District and the Organization. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
 6. Unless otherwise agreed, an arbitrator shall have power to hear or determine only a single grievance in a single arbitration.
- H. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Time limits may be extended only by mutual consent.
 - I. The grievant must be present at any and all grievance hearings.
 - J. Any grievance settlement reached between the School District and the Organization is binding upon the Organization, School District and all aggrieved administrators and cannot be changed without a written agreement between the Organization and the School District.
 - K. Except in the case of payroll error, the School District shall not be required to pay back wages more than seven (7) calendar days prior to the date the oral grievance was presented under Step 1. All claims for back wages shall be limited to the amount of wages that the administrator would otherwise have earned, less any unemployment compensation that he/she may have received during the period of back pay.

ARTICLE VIII

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Organization, for the life of this Agreement, each voluntarily and unqualifiedly agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE IX

ADMINISTRATOR EVALUATION

- A. Each administrator will receive a written evaluation of his/her performance at least once each school year. One copy of this appraisal will be furnished to the administrator and one signed copy will be placed in his/her personnel file. The administrator will have the right to submit comments, in writing, regarding his/her evaluation if he/she desires.

ARTICLE X

REVIEW OF PERSONNEL FILE

- A. Any administrator shall have the right to inspect his/her personnel file. The administrator must have an appointment with the Superintendent/Designee in order that one will be available when the administrator inspects his/her file. Confidential credentials and related personal references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator.
- B. Any material that the administrator believes to be derogatory to his/her conduct, service, character or personality placed in an administrator's file can be reviewed by the administrator. The administrator will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed if he/she so desires with the understanding that such signature in no way indicates agreement with the contents thereof. He/she will also have the right to submit a written answer to such material. His/her answer will be reviewed by his superior and attached to the file copy.
- C. No material derogatory to an administrator's conduct, service, character or personality will be placed in an administrator's file unless he/she has had an opportunity to review such material.

ARTICLE XI

CONFERENCE AND TUITION REIMBURSEMENT

- A. With the prior approval of the Superintendent/Designee, an administrator who enrolls in a course or courses related to his/her field of interest or specialty in an accredited college or university or professional development activity, or continuing education unit (CEU) shall receive reimbursement from the School District up to a maximum of Six Hundred (\$600.00) Dollars per school year for tuition and books upon the successful completion of such course or courses.
- B. An administrator who desires to attend a professional conference shall make application to the Superintendent/Designee for prior approval. The application shall specify the cost for the registration fee, travel, meals and lodging. The Superintendent/Designee may approve the

conference or otherwise place limitations on the expenses the administrator can incur while at the conference. Expenditures which have been approved by the School District will be reimbursed to the administrator upon presentation of an itemized and detailed accounting of such expenditures, and receipts relating thereto, in the form required by the School District and in conformity with the applicable laws and regulations of the Internal Revenue Service.

ARTICLE XII

PROTECTION OF ADMINISTRATORS

- A. If any administrator, as a consequence of his/her employment is unjustly complained against or sued as a consequence of his/her employment, the School District will provide legal counsel and render all necessary assistance to the administrator in his/her defense. It shall be the responsibility of the administrator to bring any such complaints to the attention of the School District, in writing, as soon as possible with all information and supportive data as deemed necessary by the Superintendent/Designee.
- B. Time lost by an administrator in connection with any incident mentioned in Section A of this Article shall not be charged against the administrator.
- C. Occasionally, administrators may be required to collect and transport money used for educational purposes. Administrators will be held responsible for loss or shortage of that money effective with the institution by the School District of a mutually acceptable accounting control system.
- D. The School District shall reimburse an administrator(s) for any loss, damage or destruction of clothing or personal property of the administrator(s) as a consequence of his/her employment. If any administrator is injured as a consequence of his/her employment, expenses incurred for medical, surgical and hospital care, in excess of those covered by the hospitalization insurance provided by the School District, will be the responsibility of the School District, as prescribed by attending physicians.
- E. The Board of Education and the Superintendent/Designee agree to give full support to any administrator when accusations are lodged against him/her. The Superintendent/Designee agrees to ask the person making the complaint to discuss the matter fully with the accused administrator if he/she has not already been contacted.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

- A. Eligibility for Leave

Unless otherwise provided by law, any administrator who has completed two (2) years or more of service in the School District is eligible for a leave of absence.

B. Request for Leave

Requests for leave must be made in writing to the Superintendent. These requests should specify the dates desired and should be submitted as soon as the circumstances requiring the leave are known.

C. Notification of Intent to Return

It is the responsibility of the administrator to notify the Superintendent of his/her intended return thirty (30) days in advance of the termination date of the leave. Failure to provide written notice releases the School District of any further responsibility for re-employment.

D. Termination of Employment Status

The administrator's seniority and employment status shall be terminated if one of the following conditions occurs:

1. The administrator accepts employment other than that for which the leave was granted (if any).
2. The administrator fails to timely request return to work when the leave expires.
3. The administrator notifies the Superintendent, in writing, that he/she wishes to terminate his/her leave.

E. Leaves of absence may be granted for the following good causes, by way of illustration, but not limited to: 1) education; 2) child care; 3) medical; 4) military; 5) Organization business.

F. Leaves of absences for less than one (1) year, the position vacated will be filled temporarily until the administrator's return from said approved leave. The School District reserves the right to determine whether or not compensation will be granted for any leave.

G. Educational Leave

A leave of absence up to one (1) year may be granted for the purpose of advanced study, exchange teaching programs in other states, territories or countries, or a cultural program related to his/her professional responsibility, provided said administrator states his/her intention to return to the District. Upon return from such leave, an administrator shall be placed at the same position of the salary schedule that he/she would have been had he remained in the District during such period. Travel and exchange programs may deviate from the provisions of this Article subject to need for longer periods of time as indicated in the program involved.

H. General Leaves of Absence

General leaves of absence for reasonable periods, not to exceed one (1) year, upon the written request to the Superintendent/Designee, may be granted to administrators. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the Board of Education.

I. Child Care Leaves

On the written request of the administrator, an administrator shall be granted a child care leave of absence for up to a period of one (1) year. The child care leave of absence shall commence within six (6) weeks of the birth of the child, unless otherwise agreed to by the School District.

On the written request of the administrator, an administrator adopting an infant child shall be granted a child care leave of absence for up to a period of one (1) year. The child care leave of absence shall commence upon entry of an order terminating the rights of the natural parents by the Probate Court.

The administrator returning from a child care leave will be assigned the first opening commensurate with his/her qualifications and at a commensurate salary schedule.

J. Sabbatical Leave

1. In order to provide opportunities for maximal professional improvement, candidacy for sabbatical leave shall be available for administrators for:

- a. formal full-time study at a recognized college or university;
- b. travel;
- c. research;
- d. writing; and

other reasons as determined by the committee.

Eligibility to Apply for Consideration

- 2. a. An applicant must possess a Michigan Life, Permanent or Continuing Certificate and must have accrued seven (7) consecutive full years of service in the School District.
- b. Applicants must not have received a sabbatical leave during the seven (7) years immediately preceding any application.
- c. Each applicant must agree to return to service in the School District immediately upon termination of the sabbatical leave and to continue in such service for a period of two (2) years unless physical disability makes this impossible, or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the administrator to provide such service shall result in the obligation to reimburse the School District a proportional part of the salary paid to him/her during the sabbatical leave, determined by the fraction of the two (2) years not served following the leave.
- d. Applicants shall not be within three (3) years of full retirement or social security benefit age.

Application

3. a. Written application shall be made to the screening committee for each sabbatical leave on or before March 1 of each year.
- b. The application shall include:
 - i. plans for the use of the sabbatical leave;
 - ii. an explanation of the plan's potential for increasing the applicant's professional competence;
 - iii. an explanation of how the leave will benefit the system; and
 - iv. such other information as may be necessary or determined by the committee for the sabbatical leave, or the Board.

Screening

4. a. The screening committee for sabbatical leave shall consist of one elementary principal and one secondary principal appointed by the Organization and two administrators appointed by the Superintendent. The Superintendent shall chair the committee and vote in the event of a tie.
- b. The screening committee will prepare a priority listing of eligible candidates and recommend names for sabbatical leave appointments.
- c. The screening committee shall consider:
 - i. assured eligibility of the applicant;
 - ii. the proposed leave's potential for contributing to the applicant's professional growth;
 - iii. benefit to the School District;
 - iv. other pertinent factors as may be established by the screening committee;
 - v. the Board of Education may grant sabbatical leave to one administrator, provided the candidate qualifies and is recommended by the screening committee.

Compensation

5. a. While on sabbatical leave, an administrator shall receive salary according to the following:

The rate of pay while on sabbatical leave shall be fifty (50%) percent of the administrator's scheduled salary, provided that any other salary or fees earned as a direct benefit to the sabbatical leave or for work done in connection with or made possible by such leave, together with such sabbatical compensation, but less all expenses incurred by the administrator as a direct result of effecting the sabbatical leave, shall not exceed the full amount of the salary he/she would receive if on active status. It is understood that an administrator's sabbatical salary (50%) shall be reduced by the amount which his/her other salaries and fees earned, when added to his/her sabbatical salary, exceed his/her scheduled salary (full pay).

- b. An administrator on sabbatical leave shall continue to receive paid hospitalization and life insurance as per this Agreement on the same basis as an administrator on active status.
- c. Accumulated sick leave shall be retained.
- d. Pay checks will be mailed on the regular pay days and to the address provided by the administrator.

Miscellaneous Administrative Provisions

6. a. Sabbatical leave may be for a portion of the year, but may not exceed a full year.
- b. Administrators on sabbatical leave may not deviate from his/her approved plan except with the written permission of the Superintendent.
- c. Sabbatical leave will be automatically terminated should the grantee be placed upon probationary status by his/her college or university.
- d. As may be determined by the screening committee for sabbatical leave, any intentional falsification of information by the principal in the application, or other reports required as part of the sabbatical leave, will subject the leave to terminate.
- e. Upon return to employment from sabbatical leave, an administrator shall be positioned on the salary schedule as though he/she had been employed as an administrator during the period of leave and shall be restored to his/her former position, provided that the administrator remains eligible for reinstatement under other rules and regulations of the Board.

7. Reports Required on Sabbatical Leave

- a. An administrator on sabbatical leave shall report to the Superintendent as follows:
 - i. An interim report shall be filed at the midpoint of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
 - ii. A final report shall be filed with the Superintendent, including the names of the institutions attended, courses pursued, credits received, experience gained or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the School District.
 - iii. The Superintendent may require, and the administrator shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the administrator is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent and the screening committee for sabbatical leave shall find that the administrator is not fulfilling the agreement, or is dilatory in any respect, the amount received from the Board shall immediately become due and all future payments cease.

- K. Written notice of intention to return to duty after a medical leave shall be accompanied by a written statement from a physician certifying the fitness of the administrator to fulfill his/her duties with or without reasonable accommodation.

- L. Administrators granted a leave of absence shall maintain their accumulative sick leave remaining at the time the leave was granted, less any deductions for days used. All benefits cease to accumulate during the leave.

- M. The School District cannot guarantee that an administrator on a leave of absence for one (1) year or more will be returned to a position at the conclusion of the leave. The School District will, however, make every effort to return an administrator who has been on a leave of absence to a vacant position which is the same or comparable to the position he/she held before the leave.

- N. If an administrator does not return to work at the expiration of his/her leave of absence, and no extension is granted, then it shall be conclusively presumed that the administrator has voluntarily resigned and there shall be no obligation on the School District to rehire the administrator at a later date.

- O. Re-employment of an employee on a leave of absence will be conditioned by the availability of a vacancy existing within the administrator's job classification and assignment as indicated at the time the leave was granted.

- P. The leave provision set forth in this Agreement shall be administered by the School District to be in compliance with the Family and Medical Leave Act of 1993. Provided, however, an alleged violation of this Section shall not be subject to the arbitration provision of this Agreement.

ARTICLE XIV

LEAVES OF ABSENCE WITH PAY

A. Approved Leave Days

Reasonable leave shall be permitted for matters which cannot be arranged or handled at times other than during regularly scheduled work days. Such leaves shall be arranged in advance and provision made for handling responsibilities in the Administrator's absence. Approved leave days granted under this Paragraph will be deducted from the administrator's Article XVI, Section J.1. sick days.

Administrators who are selected or elected to serve on region, state or national professional committees, boards or as officer, may be granted the reasonable time necessary to perform these duties, provided the Superintendent is notified at least forty-eight (48) hours in advance of any contemplated absence from the school district for such purpose. These absences are generally limited to one day at a time.

B. Jury Duty

Any administrator called to jury duty shall be considered to be fulfilling a basic duty of citizenship, and therefore, shall be on regular pay status, less the amount paid the administrator by the court for said jury duty. Absence for jury duty shall not be charged to the administrator.

C. Job Related Injury

1. If any administrator(s) is injured as a consequence of his/her employment, expenses incurred for medical, surgical and hospital care, in excess of those covered by the hospitalization insurance provided by the Board, will be the responsibility of the Board. An administrator who is absent because of an injury compensable under the Michigan Workers Compensation law shall receive from the Board of Education the difference between the allowance under the Workers Compensation law and her/his regular salary for the duration of the school year in which the injury occurred, with no deduction from the employees accumulated sick leave. Absences because of injury that is compensable under the Workers Compensation law that continue beyond the end of the school year will be paid through a coordination of the employees accumulated sick leave and workers compensation.
2. The School District shall reimburse an administrator(s) for any loss, damage or destruction of clothing or personal property as a consequence of his/her employment.

D. Sick Day Conversion

As an incentive to save sick days, an Administrator who has an employment relationship with the Chippewa Valley Board of Education for at least fifteen (15) years and has a minimum of one-hundred (100) personal accumulated sick days may convert sick days to vacation days. The number of vacation days shall be calculated based on the following formula:

$[(\text{Number of sick days}-50) \text{ times } 94.66\% \text{ of current substitute rate}] \text{ divided by } (\text{contract amount divided by } 208) = \text{number of vacation days}$

| | | |
|----------|--|---|
| Example: | Years of Service-23 | Years of Service-36 |
| | Accumulated Sick Days-200 | Accumulated Sick Days-125 |
| | Contract Amount -\$96,650 | Contract Amount-\$109,811 |
| | $[(200-50)*.9466*\$75]/\$96,650/208)$ | $[(125-50)*.9466*\$75]/\$109,811/208)$ |
| | $[150*\$71.00]/\464.66 | $[75*71.00]/\$527.94$ |
| | $\$10,650.00/\$464.66=22.92$ vacation days | $\$5,325.00/\$527.94=10.09$ vacation days |

The percentage may be changed on an annual basis depending on the costs incurred by the district. This percentage must be mutually agreed to by both parties.

Vacation day pay shall be included in the pay check on dates mutually agreed by the Association and the Board. These monies shall be placed in the administrator's 403b or 457 account as a Board paid annuity.

An administrator may use sick days to a maximum of 10 vacation days per year.

The maximum number of sick days that can be converted to vacation days during an administrator's employment with Chippewa Valley is two hundred (200). Any exceptions to the above day limits may be mutually agreed to by the Association and the Board. Vacation days shall be scheduled by the administrator. Vacation days must be scheduled for a calendar day other than one of the minimum required work days (as defined in this agreement) of the school fiscal year. It is necessary to qualify once in regard to the 100 day accumulation of sick days.

ARTICLE XV

ADMINISTRATOR CALENDAR

- A. All administrators will be scheduled to work two hundred eight (208) days per school year. It is agreed that work days will commence two (2) weeks prior to the opening of school and terminate two (2) weeks after the close of school. Administrators will be required to work all days when school is in session for students and/or teachers. If any additional work days are necessary to fulfill the required 208 work days, then such days will be mutually agreed to by the principal(s) and the Superintendent. Special permission may be granted by the Superintendent/Designee to deviate from these guidelines.

- B. The high school shall have one administrator assigned to it during the summer (seven (7) weeks). The actual schedule shall be mutually agreed upon by the high school principal and the Superintendent, except that the principal shall work a maximum of three (3) weeks beyond his/her normal contract year. Administrators currently assigned to the high school as of April 6, 2004 will receive additional salary, pro-rated for the number of weeks they work beyond their normal contract year. Administrators not assigned to the high school as of April 6, 2004 who are hired from outside the OACVS bargaining unit for the high school or subsequently assigned to the high school from another level in the school district after April 6, 2004 will receive additional salary, pro-rated for the number of weeks they work beyond their normal contract year at the MA Step 1 rate of the appropriate administrative level (principal or assistant principal) of the then current salary schedule.

ARTICLE XVI

COMPENSATION AND FRINGE BENEFITS

- A. Administrative Salary Schedule: The 2006-2009 salary of administrators covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement.

In no event will the administrators' salary in the 2007-2008 and in the 2008-2009 school years be less than the 2006-2007 Salary Schedule set forth in Schedule A.

The salary schedule will be improved across the board effective July 1 for each of the following fiscal years as follows:

The 2005-2006 salary schedule will be improved by one and one half percent (1.5%) across the board for the 2006-2007, 2007-2008, and 2008-2009 school years. Each member of the OACVS bargaining unit will also receive a one half percent (.5%) cash payout for the 2006-2007, 2007-2008, and 2008-2009 school years.

Each building administrator shall receive a Board paid tax sheltered annuity in the employees' name through the carrier approved by the Board of Education. Each building administrator's annuity shall be two percent (2.0%) of her/his step on the salary schedule. All building administrators who are hired after the beginning of the fiscal year, retire or resign before the end of a fiscal year, shall have the annuity amount pro-rated accordingly to time worked during the fiscal year. The annuity shall be paid on or about April 1 of each year. Any person who is hired from outside the OACVS bargaining unit to fill a position in the OACVS bargaining unit after December 6, 2006 will not receive the Board paid tax sheltered annuity.

1. No administrator shall suffer any loss of salary due to interruptions in the instructional program for any cause other than normal layoff procedures.
2. Each principal shall have the option of selecting one of the following pay plans:
 - a. twenty-four (24) pays, semi-monthly throughout the year

- b. nineteen (19) pays, with a lump sum payment.
 - c. nineteen (19) pays, semi-monthly such that the pay shall be spread over the actual weeks of obligation of the administrator.
- 3. When the last day of obligation falls on a normal pay day, lump sum payment will be made upon completion of obligation. When the last day of obligation is not a normal pay day, the preceding check will be computed on a "balance of contract" basis and held until days of obligation have been met.
 - 4. Efforts will be made to maintain payroll procedures and check distribution established above. Should deviation become necessary because of emergencies, the Organization will be advised as soon as possible.

B. Extra Pay for Extra Work

In addition to the salary schedule set forth in Schedule A, administrators shall be paid additional compensation for rendering special service. Special service shall be considered service when the administrator is working on study committees, curriculum committees, fact-finding committees, survey committees, and administrator committees that require extra attention that must be given during the administrator's vacation time.

All such service will be voluntary and all arrangements will be made with the approval of the Superintendent of Schools. The compensation for work shall be paid to the administrator at a rate to be determined by the Board and the Organization.

The Board recognizes the extra time commitment necessary for administrators who serve on negotiating teams in assistance to the personnel department. Therefore, the following stipend will be paid to administrators who serve as negotiators for the Board. Teacher contract negotiating team - \$450; all other negotiating teams - \$250.

- C. The District recognizes the necessity for an administrator to have his or her personal vehicle available for occasional business use. To this end, the administrators shall be reimbursed at the rate established by the IRS for business mileage when using their personal vehicles in the conduct of authorized school and school-related affairs.

D. Liability

The Board shall provide each administrator with comprehensive public liability insurance in an amount of not less than \$1,000,000 for each occurrence or accident. Coverage shall be sufficiently broad to protect administrators involved in special assignments and duties carried on directly or indirectly under the auspices of the Board or its representatives.

E. Life Insurance

The Board shall provide the administrators with group term life insurance plus AD&D insurance in an amount triple the administrators base salary as indicated in the Salary Schedule. Base Salary means the administrators contract amount as indicated on the Salary Schedule. Benefits shall be payable to the administrator's designated beneficiary.

This group life insurance shall begin as soon as possible after the administrator(s) have satisfactorily and properly completed the necessary forms.

Insurance coverage shall terminate when the administrator(s) services are terminated with the District.

F. Hospitalization

The School District shall pay the full-cost for full-time employees to provide hospitalization coverage substantially comparable, on whole, to the Blue Cross/Blue Shield, Series M.S.E.4.0 Plan with prescription drug program (\$5.00 generic/\$10.00 brand name co-pay rider (preferred RX drug coverage @ 100% less co-pay and non-preferred @ 75% less co-pay.) Part-time administrators may be covered provided (s)he pays a prorated amount of the premium for the benefits based upon time worked (ie; works 60%, pays 40% benefits) or will be provided a prorated cash in lieu of benefits based upon the percentage of time worked.

The sole authority for the selection of the insurance carrier, or to self-insure or self-fund, shall rest within the sole discretion of the School District.

In order to avoid double hospitalization coverage, Administrators will be required to certify, in writing, to the Personnel Office at the time of enrollment, that they are not covered by another insurance carrier under a spouse, parents, or guardians insurance plan (an Administrator who becomes covered subsequent to his/her enrollment shall notify the Personnel Office of this fact). Those Administrators who are covered under a separate insurance plan shall be required to choose either the School District's hospitalization plan or the separate plan. It is understood that double coverage is prohibited.

Administrators not electing the hospitalization insurance coverage provided for in this Section shall be eligible to apply for annuity consideration in the amount of one-half of the full family, two person, or single hospitalization premium as is appropriate for the Administrator.

G. Dental Coverage

1. For those members of the bargaining unit who are not covered by any other dental insurance, the Board will provide a dental insurance plan with Canada Life Dental Plan "Auto +" with Orthodontic Rider or equivalent coverage. The School District retains the right to select the carrier, to self-insure or self-fund the plan. There shall be a combined maximum of \$1,300 on Class 1 and 2 benefits per year. The Orthodontic Rider shall specify a lifetime maximum of \$1,800 on orthodontic coverage at 90% of reasonable and customary fees.
2. For those members of the bargaining unit who are covered by any other dental insurance (including District-provided insurance), the School District will provide a dental insurance plan with Canada Life Dental Plan C with Orthodontic Rider (at 50% to a lifetime maximum of \$1,200) or equivalent coverage with internal and external coordination of benefits as the basis for minimum coverage. The School District retains the right to select the carrier, to self-insure or self-fund.

H. The School District will provide each administrator optical insurance. The basis for coverage shall be M.E.S.S.A. VSP 3, or equivalent coverage. The School District retains the right to select the carrier, to self-insure or self-fund.

I. In the event the administrator does not timely notify the School District of a change in coverage, and this change in coverage would decrease the amount of premium the School District is required to pay, the administrator must pay the difference between what the School District paid for the premium and the lesser amount the School District should have paid had the administrator timely notified the School District. Any such premiums that the School District recovers from the insurance companies will not be charged to the administrator. At the beginning of each school year, each administrator will be notified of his/her coverage plans on various insurance packages.

J. Disability Insurance

1. The first thirty (30) days of illness each year will be covered at one hundred percent (100%) of salary.
2. After thirty (30) days of illness, the administrator will be covered at seventy percent (70%) of salary, up to one (1) year.
3. The administrator will be covered by a long term disability policy which will provide sixty-six and two-thirds (66-2/3%) of salary from one year to a maximum benefit period which meets the minimum requirement of the Federal Age Discrimination in Employment Act of 1979.
4. All present sick leave day accumulation effective as of July 1, 1980, will be maintained in a separate bank available for use by the administrators to take care of any absences not covered by this plan. Allowance for the use of previously accumulated sick leave time to be used prior to the 70% provision taking effect can be implemented by the administrator(s). The intent is not to continue to extend numbers of sick leave days, but to grandfather as described.
5. Any administrator using less than twenty (20) days sick leave in any given school year will have ten (10) days credited to his/her sick leave accumulation.

K. Limits of Protection

Under no circumstances will the combined benefits received by the administrator from the District and insurance coverage paid by the District exceed one hundred percent (100%) of the administrator's regular salary.

L. Physical Examination

An annual medical examination (on an out-patient basis) shall be provided by the School District upon the request of an administrator. Selection of the physician to conduct the examination shall be made by the administrator. The School District may require a written report of this examination. The School District shall also arrange to have an annual TB examination free of charge to all administrators.

The School District may, in its sole discretion and at its cost, require that administrators submit to such tests and examinations, including, based upon the School District's reasonable suspicion, drug and/or alcohol testing, by a School District-appointed physician, clinic, hospital, nurse, technician or other qualified professional, when, in the School District's judgment, such examination is necessary to determine if an administrator can perform the essential job duties of his/her position, or to determine reasonable accommodations necessary to permit him/her to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. In addition, the administrator shall sign such documents and medical release forms required by the School District in order to secure from the administrator's physician, hospital, clinic, psychologist, etc., all of his/her pertinent records.

M. The benefits or protection provided in this Article shall be subject to the terms and conditions specified in any insurance policy or self-insurance plan and any claim by an administrator or claim settlement shall not be the basis of a grievance or subject to arbitration under this Agreement. The failure of an insurance company to provide any of the benefits provided for in this Article for any reason shall not result in any liability to the School District, nor shall such failure be considered a breach of any obligation under this Article. The terms and provisions of any contract or policy issued by an insurance company or under the School District's self-insurance plan, shall be controlling in all matters concerning benefits, eligibility, coverage and termination of coverage, and other matters provided for in the insurance contract, policy or self-insured plans.

N. National Health Insurance

If subsequent to ratification of this Agreement, a law is enacted which requires the School District to pay for a fund, or to a state or national health insurance system, to provide, in whole or in part, the same or similar health benefits as those already provided under this Agreement, then the School District's obligation to continue the health benefits provided for in this Agreement shall cease and the parties will immediately enter into negotiations relative to those health provisions.

O. Worker's Compensation

The Board shall reimburse administrators for any loss, damage or destruction of clothing or personal property of the administrator as a consequence of his/her employment. If any administrator is injured as a consequence of his/her employment, expenses incurred for medical, surgical and hospital care, in excess of those covered by the hospitalization insurance provided by the Board, will be the responsibility of the Board, as prescribed by attending physicians.

P. Association Memberships

The Board will pay one local or state and one national association membership for each administrator.

The Association affiliations should be applicable to the administrator(s) position in the District.

These fee payments will not include the cost of any group or hospitalization insurance, but may include provisions for liability insurance.

Q. Terminal Leave Pay

In recognition of services to the School District, a terminal leave payment of Two Hundred Fifty (\$250.00) Dollars per year will be paid to the retiring administrator who notifies the District by August 31st for the first semester, or by the end of the first semester of his/her intent to retire at the end of the school year. This payment shall be added to the administrator's salary and paid out evenly over the remaining pay periods of the school year. If the administrator retires within the school year, he/she shall receive the payment in a lump sum.

R. Advanced Educational Degrees

The stipend for advanced degree pay will be incorporated into the Salary Schedule.

Degree credit must be certified by the University and the Superintendent/Designee.

S. Longevity Payments

The longevity schedule will be as follows:

| | |
|---------------|---------|
| 7 – 11 years | \$1,500 |
| 12 – 16 years | \$2,100 |
| 17 – 21 years | \$2,700 |
| 22 – 26 years | \$3,300 |
| 27 – 31 years | \$3,900 |

Every five years thereafter, an additional \$600

T. Sick Leave Accumulation

Administrators will be allowed service credit for unused sick leave days for retirement purposes, if the Michigan public school retirement law is changed to allow for this credit at the rate of ten (10) days per year, up to 180 days.

U. Administrators will receive, upon retirement, insurance coverage paid by the Board as identified below:

\$10,000 Group Life policy to age 65
\$ 5,000 Group Life policy after 65 to age 70

V. Sick Leave Days Pay Out

Upon retirement, an administrator with more than fifty (50) days in his/her personal sick leave accumulation shall be paid at the current substitute daily rate for each day beyond fifty (50), up to a maximum of two hundred (200) days.

W. Early Retirement Incentive Plan

All full-time administrators currently working in the District are eligible for a voluntary Early Retirement Incentive Plan.

The following conditions will govern this Plan:

1. You must have a minimum of ten (10) years administrative service with the School District and eligible for, as well as having applied and been accepted for, benefits under the Michigan public school employee retirement system.
2. You must resign from your position on or before June 30th of the year so affected.
3. Each administrator applying for and receiving the Early Retirement Incentive Plan will receive hospitalization, dental, vision and life insurance paid by the Board through September of the year in which the retirement occurs, provided such coverage is permitted by the insurance carrier.

If any administrator retires at anytime other than June 30, then that individual shall receive three (3) consecutive months of insurance coverage beginning the month immediately following the month of retirement. This coverage will be provided if permitted by the insurance carrier. It will be the responsibility of the administrator to notify the School District when they have officially signed up for insurance coverage with either the State retirement system or other forms of employment. It is understood that double coverage is prohibited.

4. The Early Retirement Incentive Plan will be a one-time pay out of Six Thousand (\$6,000.00) Dollars. This amount will be paid in a lump sum or placed in an annuity account as determined by the administrator in accordance with any legal restrictions.
5. The extension of the Early Retirement Incentive Plan at the end of this Agreement will be determined by the parties on a mutually agreeable basis.

ARTICLE XVII

MISCELLANEOUS PROVISION

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all administrators now employed or hereinafter employed by the Board.
- B. If any provision of this agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The School District agrees that its rules and regulations governing administrator's conduct will be reasonable and the enforcement of discipline will be fair and for just cause.
- D. This Agreement supersedes all previous agreements, verbal or written, between the School District and the Organization, and supersedes all prior practices and constitutes the entire agreement between the parties. Any amendment or agreement supplemented hereto shall not be binding upon either party unless executed in writing by the parties.

- E. During the life of this Agreement, the Organization shall not cause or permit its members to cause, nor shall any member of the Organization, or administrator of the School District, take part in any sit down, stay in, slow down, curtailment of services or the interference with the work of the School District for any reasons whatsoever, including the concerted use of paid leave time or sympathy strikes. The Organization shall not cause or permit its members to cause, nor shall any member of the Organization, or administrator of the School District, take part in any strike or stoppage of the School District's operations, or picket the School District's buildings or premises, during the life of this Agreement.

- F. A 457 plan will be available for eligible employees.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall become of full force and effect from July 1, 2006, and shall continue in full force and effect until midnight, June 30, 2009, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate.

ORGANIZATION OF ADMINISTRATORS
OF CHIPPEWA VALLEY SCHOOLS

By: Christine Robersshaw
Chairperson, Negotiating Team

By: Susan Grenier
Negotiating Committee

By: John Rose
Negotiating Committee

By: Tom Heethuis
Negotiating Committee

CHIPPEWA VALLEY SCHOOLS
BOARD OF EDUCATION

By: Denise Aguirre
President, Board of Education

By: Frank Bedward
Secretary, Board of Education

By: Paul Sederlund
Superintendent

By: Michael Reeber
Chairperson, Negotiating Committee

MEMBERS OF OACVS NEGOTIATING TEAM

Christine Robersshaw
John Rose
Susan Grenier
Tom Heethuis

MEMBERS OF DISTRICT NEGOTIATING TEAM

Michael Reeber
Ron Roberts
Scott Sederlund

EXHIBIT A

**CHIPPEWA VALLEY SCHOOLS
19120 Cass Avenue
Clinton Twp., MI 48038**

This agreement, made and entered into by and between the School District of Chippewa Valley Schools, County of Macomb and State of Michigan, hereinafter called the "School District" and «name», hereinafter called the "Administrator":

W I T N E S S E T H

WHEREAS, the School District desires to hire the Administrator and he/she accepts an administrative assignment with the School District and this Agreement is to set forth the terms of such employment in writing:

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. The School District hires and appoints the Administrator named above to the position of «position» for the 2007-2008 and 2008-2009 school years. During the 2007-2008 and 2008-2009 school years the Administrator will work two hundred eight (208) days each school year in accordance with the adopted calendar and will be paid base salary, step increments, advanced degree, longevity and supplemental salary as determined through the negotiation process, payable in semi-monthly installments per the Master Agreement.
2. The Administrator accepts such employment and represents that he/she meets the education and skill requirements of the position to which he/she has been appointed.
3. This contract shall not be deemed to grant continuing tenure to the Administrator in that capacity designated in Paragraph 1 hereof, but shall be considered a continuing contract with the Administrator as a classroom teacher only, and if the Administrator is not continued in an administrative position, tenure will be in accordance with the Michigan state tenure law.
4. Both the School District and the Administrator agree this contract is subject to the rules and regulations of the School District now or hereafter adopted and the statutes of the State of Michigan with reference thereto now or hereafter enacted or amended with regard to all other terms and conditions of employment. The salary provided for herein shall be pro-rated for services actually rendered in the event of termination of this contract or in the event the Administrator shall fail to perform the contract services for periods or causes not specifically permitted in the rules and regulations or where the services commence after the school year has begun.

5. During the term of the 2006-2009 collective bargaining agreement between the School District and the Organization of Administrators of Chippewa Valley Schools, and any subsequent collective bargaining agreement or Memorandum of Understanding reached between the parties this contract shall be subject to, and incorporated by reference, the provisions of that Agreement.

Executed by the Administrator this

_____ day of _____, 2007. By: _____
Administrator

Executed by the Board's
designated representative this

_____ day of _____, 2007. By: _____
Superintendent of Schools

MCR/llk

2006 2007 Building Administrator Salary Schedule

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|
| <u>Elem/MS Asst Prin</u> | | | | | | | |
| Master | \$ 82,124 | \$ 84,377 | \$ 86,632 | \$ 88,888 | \$ 91,138 | \$ 92,961 | \$ 94,820 |
| Ed Spec | \$ 85,389 | \$ 87,385 | \$ 89,605 | \$ 91,859 | \$ 94,148 | \$ 96,033 | \$ 97,951 |
| Doctorate | \$ 87,429 | \$ 89,386 | \$ 91,566 | \$ 93,780 | \$ 96,031 | \$ 97,956 | \$ 99,912 |
| <u>HS Asst Principal</u> | | | | | | | |
| Master | \$ 83,942 | \$ 86,054 | \$ 88,166 | \$ 90,277 | \$ 92,386 | \$ 94,235 | \$ 96,119 |
| Ed Spec | \$ 87,145 | \$ 89,209 | \$ 91,272 | \$ 93,336 | \$ 95,401 | \$ 97,307 | \$ 99,253 |
| Doctorate | \$ 89,148 | \$ 91,183 | \$ 93,216 | \$ 95,248 | \$ 97,281 | \$ 99,227 | \$ 101,211 |
| <u>9th Grade Center Princ.</u> | | | | | | | |
| Master | \$ 85,761 | \$ 88,207 | \$ 90,650 | \$ 93,094 | \$ 95,540 | \$ 97,450 | \$ 99,400 |
| Ed Spec | \$ 88,909 | \$ 91,321 | \$ 93,731 | \$ 96,142 | \$ 98,552 | \$ 100,522 | \$ 102,531 |
| Doctorate | \$ 90,878 | \$ 93,266 | \$ 95,658 | \$ 98,048 | \$ 100,434 | \$ 102,443 | \$ 104,491 |
| <u>Elem Principal</u> | | | | | | | |
| Master | \$ 85,761 | \$ 88,207 | \$ 90,650 | \$ 93,094 | \$ 95,540 | \$ 97,450 | \$ 99,400 |
| Ed Spec | \$ 88,909 | \$ 91,321 | \$ 93,731 | \$ 96,142 | \$ 98,552 | \$ 100,522 | \$ 102,531 |
| Doctorate | \$ 90,878 | \$ 93,266 | \$ 95,658 | \$ 98,048 | \$ 100,434 | \$ 102,443 | \$ 104,491 |
| <u>MS Principal</u> | | | | | | | |
| Master | \$ 90,559 | \$ 93,275 | \$ 95,993 | \$ 98,662 | \$ 102,641 | \$ 104,692 | \$ 106,787 |
| Ed Spec | \$ 93,621 | \$ 96,292 | \$ 98,966 | \$ 101,634 | \$ 105,651 | \$ 107,765 | \$ 109,920 |
| Doctorate | \$ 95,531 | \$ 98,177 | \$ 100,823 | \$ 103,494 | \$ 107,535 | \$ 109,686 | \$ 111,879 |
| <u>HS Principal</u> | | | | | | | |
| Master | \$ 95,705 | \$ 98,576 | \$ 101,447 | \$ 104,112 | \$ 108,162 | \$ 110,327 | \$ 112,535 |
| Ed Spec | \$ 98,744 | \$ 101,584 | \$ 104,421 | \$ 107,083 | \$ 111,176 | \$ 113,400 | \$ 115,668 |
| Doctorate | \$ 100,647 | \$ 103,463 | \$ 106,280 | \$ 108,942 | \$ 113,055 | \$ 115,315 | \$ 117,622 |

2007 2008 Building Administrator Salary Schedule

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|
| <u>Elem/MS Asst Prin</u> | | | | | | | |
| Master | \$ 83,356 | \$ 85,643 | \$ 87,932 | \$ 90,221 | \$ 92,505 | \$ 94,355 | \$ 96,243 |
| Ed Spec | \$ 86,670 | \$ 88,696 | \$ 90,949 | \$ 93,236 | \$ 95,561 | \$ 97,474 | \$ 99,420 |
| Doctorate | \$ 88,740 | \$ 90,727 | \$ 92,940 | \$ 95,187 | \$ 97,472 | \$ 99,425 | \$ 101,410 |
| <u>HS Asst Principal</u> | | | | | | | |
| Master | \$ 85,201 | \$ 87,345 | \$ 89,488 | \$ 91,631 | \$ 93,772 | \$ 95,648 | \$ 97,561 |
| Ed Spec | \$ 88,452 | \$ 90,548 | \$ 92,641 | \$ 94,736 | \$ 96,832 | \$ 98,767 | \$ 100,742 |
| Doctorate | \$ 90,486 | \$ 92,550 | \$ 94,614 | \$ 96,676 | \$ 98,740 | \$ 100,716 | \$ 102,729 |
| <u>9th Grade Center Princ.</u> | | | | | | | |
| Master | \$ 87,048 | \$ 89,530 | \$ 92,009 | \$ 94,490 | \$ 96,973 | \$ 98,912 | \$ 100,891 |
| Ed Spec | \$ 90,243 | \$ 92,690 | \$ 95,137 | \$ 97,584 | \$ 100,031 | \$ 102,029 | \$ 104,069 |
| Doctorate | \$ 92,241 | \$ 94,665 | \$ 97,093 | \$ 99,519 | \$ 101,941 | \$ 103,980 | \$ 106,059 |
| <u>Elem Principal</u> | | | | | | | |
| Master | \$ 87,048 | \$ 89,530 | \$ 92,009 | \$ 94,490 | \$ 96,973 | \$ 98,912 | \$ 100,891 |
| Ed Spec | \$ 90,243 | \$ 92,690 | \$ 95,137 | \$ 97,584 | \$ 100,031 | \$ 102,029 | \$ 104,069 |
| Doctorate | \$ 92,241 | \$ 94,665 | \$ 97,093 | \$ 99,519 | \$ 101,941 | \$ 103,980 | \$ 106,059 |
| <u>MS Principal</u> | | | | | | | |
| Master | \$ 91,918 | \$ 94,675 | \$ 97,432 | \$ 100,142 | \$ 104,180 | \$ 106,263 | \$ 108,389 |
| Ed Spec | \$ 95,025 | \$ 97,736 | \$ 100,450 | \$ 103,158 | \$ 107,236 | \$ 109,381 | \$ 111,569 |
| Doctorate | \$ 96,964 | \$ 99,650 | \$ 102,335 | \$ 105,047 | \$ 109,148 | \$ 111,331 | \$ 113,558 |
| <u>HS Principal</u> | | | | | | | |
| Master | \$ 97,141 | \$ 100,054 | \$ 102,969 | \$ 105,673 | \$ 109,785 | \$ 111,982 | \$ 114,223 |
| Ed Spec | \$ 100,225 | \$ 103,108 | \$ 105,987 | \$ 108,689 | \$ 112,844 | \$ 115,101 | \$ 117,403 |
| Doctorate | \$ 102,157 | \$ 105,015 | \$ 107,874 | \$ 110,576 | \$ 114,751 | \$ 117,045 | \$ 119,387 |

2008 2009 Building Administrator Salary Schedule

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|
| <u>Elem/MS Asst Prin</u> | | | | | | | |
| Master | \$ 84,606 | \$ 86,927 | \$ 89,251 | \$ 91,574 | \$ 93,893 | \$ 95,771 | \$ 97,686 |
| Ed Spec | \$ 87,970 | \$ 90,027 | \$ 92,314 | \$ 94,635 | \$ 96,994 | \$ 98,936 | \$ 100,911 |
| Doctorate | \$ 90,072 | \$ 92,088 | \$ 94,334 | \$ 96,614 | \$ 98,934 | \$ 100,916 | \$ 102,931 |
| <u>HS Asst Principal</u> | | | | | | | |
| Master | \$ 86,479 | \$ 88,655 | \$ 90,831 | \$ 93,006 | \$ 95,179 | \$ 97,083 | \$ 99,025 |
| Ed Spec | \$ 89,779 | \$ 91,906 | \$ 94,031 | \$ 96,157 | \$ 98,284 | \$ 100,248 | \$ 102,253 |
| Doctorate | \$ 91,843 | \$ 93,939 | \$ 96,033 | \$ 98,126 | \$ 100,221 | \$ 102,227 | \$ 104,270 |
| <u>9th Grade Center Princ.</u> | | | | | | | |
| Master | \$ 88,354 | \$ 90,873 | \$ 93,390 | \$ 95,908 | \$ 98,428 | \$ 100,396 | \$ 102,404 |
| Ed Spec | \$ 91,596 | \$ 94,081 | \$ 96,564 | \$ 99,048 | \$ 101,531 | \$ 103,560 | \$ 105,630 |
| Doctorate | \$ 93,625 | \$ 96,085 | \$ 98,549 | \$ 101,011 | \$ 103,470 | \$ 105,539 | \$ 107,649 |
| <u>Elem Principal</u> | | | | | | | |
| Master | \$ 88,354 | \$ 90,873 | \$ 93,390 | \$ 95,908 | \$ 98,428 | \$ 100,396 | \$ 102,404 |
| Ed Spec | \$ 91,596 | \$ 94,081 | \$ 96,564 | \$ 99,048 | \$ 101,531 | \$ 103,560 | \$ 105,630 |
| Doctorate | \$ 93,625 | \$ 96,085 | \$ 98,549 | \$ 101,011 | \$ 103,470 | \$ 105,539 | \$ 107,649 |
| <u>MS Principal</u> | | | | | | | |
| Master | \$ 93,296 | \$ 96,095 | \$ 98,894 | \$ 101,644 | \$ 105,743 | \$ 107,856 | \$ 110,015 |
| Ed Spec | \$ 96,450 | \$ 99,202 | \$ 101,957 | \$ 104,706 | \$ 108,845 | \$ 111,022 | \$ 113,243 |
| Doctorate | \$ 98,418 | \$ 101,144 | \$ 103,870 | \$ 106,623 | \$ 110,785 | \$ 113,001 | \$ 115,261 |
| <u>HS Principal</u> | | | | | | | |
| Master | \$ 98,598 | \$ 101,555 | \$ 104,513 | \$ 107,258 | \$ 111,432 | \$ 113,662 | \$ 115,936 |
| Ed Spec | \$ 101,729 | \$ 104,655 | \$ 107,577 | \$ 110,319 | \$ 114,536 | \$ 116,827 | \$ 119,164 |
| Doctorate | \$ 103,689 | \$ 106,590 | \$ 109,492 | \$ 112,235 | \$ 116,472 | \$ 118,801 | \$ 121,177 |

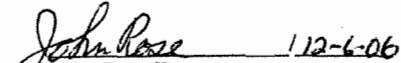
Tentative Agreement (agreement)
Between the
Organization of Administrator of Chippewa Valley Schools (OACVS)
And the
Chippewa Valley Schools (CVS)

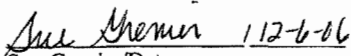
All remains as in the 2003-06 agreement except as indicated herein.

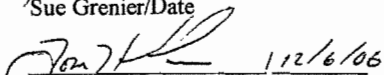
1. The agreement will be from July 1, 2006 through June 30, 2009.
2. If there is a change in the calendars that have been agreed to with the CVEA then the parties will meet to discuss the calendar.
3. The letter of agreement regarding conference and tuition reimbursement (attached) will continue for the duration of the agreement and will expire on June 30, 2009.
4. The parties agree to research and study standards of allocation for support staff which includes but is not limited to assistant principals and counselors.
5. The parties agree to study the implementation of the Michigan School Improvement Framework Rubrics before their required completion.
6. The letter of agreement regarding the Principal and Assistant Principal assigned to the Ninth Grade Center (attached) will continue for the duration of the agreement.
7. The 2005-06 salary schedule (attached) will be improved by one and one half percent (1.5%) across the board for each of the three years of the agreement. (attached). Each member of the OACVS bargaining unit will also receive a one half percent (.5%) cash payout for each of the three years of the agreement. (attached).
8. OACVS members shall be paid twice a month (on the 15th and 30th). OACVS members shall select one of the following pay options:
 - twenty four pays (24)
 - nineteen pays (19)
9. Any person who is hired from outside the OACVS bargaining unit to fill a position in the OACVS bargaining unit after the date of this tentative agreement will not receive the Board paid tax sheltered annuity (Article XVI A).
10. CVS will pay for the cost of fingerprinting current OACVS members who have not been fingerprinted since January 1, 2006 as required by the Pupil Protection Act.

For the OACVS

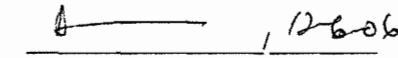

Chris Robershaw/Date

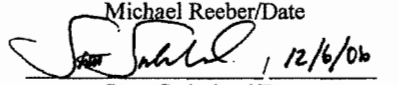

John Rose/Date


Sue Grenier/Date


Tom Heethuis/Date

For the CVS


Michael Reeber/Date

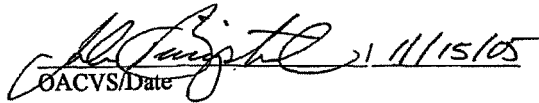

Scott Sederlund/Date

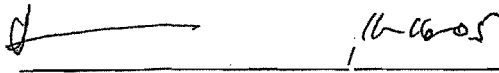
Letter of Understanding
Between
Chippewa Valley Schools
And
OACVS

RE: Conference and Tuition Reimbursement; Article XI section A

The following is agreed to effective August 15, 2005 with regard to supplemental reimbursement that will be provided for the 2005-06 school year only with regard to the above referenced issue.

1. With the prior approval of the Superintendent/Designee, an administrator who enrolls in a professional development activity shall receive reimbursement from the School District for registration fees, meals, mileage and lodging in accordance with reasonable and customary rates established by the School District.
2. The reimbursement for the expenses will be subject to the maximum limit of \$600 per year per person for tuition, books, professional development, registration fees, meals, mileage and lodging as indicated in Article XI section A.
3. The letter of understanding will not set precedent for any other situation now or in the future and will expire on June 30, 2006.



OACVS/Date 11/15/05


Chippewa Valley Schools/Date 11-16-05

Letter of Agreement
Between
Chippewa Valley Schools (CVS)
And
Organization of Administrators of Chippewa Valley Schools (OACVS)

The following is agreed to with regard to the Principal of the Ninth Grade Center and the High School Assistant Principal assigned to the Ninth Grade Center (NGC).

1. The NGC Principal will report to, be supervised and evaluated by the Principal of the High School.
2. The NGC Principal will be assigned to the NGC lane on the OACVS salary schedule beginning with the 2007-08 school year.
3. Beginning with the summer of 2008 the NGC Principal will work two additional weeks in the summer.
4. Beginning with summer of 2008 the High School Assistant Principal assigned to the NGC will work one additional week in the summer.
5. During the 2006-07 school year the administrator appointed to the NGC Principal position will be paid for 50 hours of additional work at that administrators current hourly rate.
6. This agreement will not set precedent for any other situation now or in the future.

 05/15/06
OACVS/Date

 MICHAEL REEBER, 5-15-06
CVS/Date