

# **MASTER AGREEMENT**

between the

**OXFORD COMMUNITY SCHOOLS**

and the

**OXFORD ADMINISTRATORS  
ASSOCIATION**

**2009-2012**

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## **MASTER AGREEMENT**

The Agreement entered into by and between the Board of Education of The Oxford Community Schools, hereinafter called the "Board", and the Oxford Administrators Association, hereinafter called the "Association."

### **WITNESSETH:**

**WHEREAS**, the laws of the State of Michigan authorize public employees to enter into a collective bargaining agreement with respect to rates of pay, wages, hours of employment or other conditions of employment; and

**WHEREAS**, the parties, following deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived, the parties respectively agree:

### **ARTICLE I**

#### **RECOGNITION AND DEFINITIONS**

##### Section A. Recognition of the Association

The Board in accordance with the applicable provision of Act No. 379, Public Acts of 1965, as amended, hereby recognizes the Association as the sole and exclusive bargaining representative for all Elementary, Middle School and High School Principals, all Associate and Assistant Principals, all Directors and Assistant Directors, the Supervisors of Cafeterias, of Transportation, and of Buildings and Grounds, but excluding Superintendent, Deputy

Superintendent, Associate and Assistant Superintendents, and Executive Directors.

Section B. Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that prior to establishing any rates of pay, wages, hours or other conditions of employment for any established bargaining unit position or any newly created position which will be within the bargaining unit, it will negotiate the employment conditions with the Association. Issues which concern the full bargaining unit, or existing positions within the unit will be discussed by the Continuing Contract Committee, or if necessary will be negotiated by teams designated by the Board and the Association, respectively. The Superintendent will contact the President of the Association regarding newly created positions and the negotiation of issues related to such positions.

Section C. Definitions

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

1. Board - shall mean the Board of Education of the Oxford Community Schools
2. Association - shall mean the Oxford Administrators Association.
3. Administrator - shall mean anyone included in the bargaining unit.
4. Certificated (Administrative) - shall refer to those members of the bargaining unit involved in the administration of educational programs of the District and whose position requires administrative certification or comparable preparation as determined by the Superintendent.
5. Certificated - shall refer to those members of the bargaining unit involved in the administration of educational programs of the District and whose position requires teaching certification or comparable preparation as mutually agreed to by both parties.
6. Non-certificated - shall refer to those members of the bargaining unit involved in the administration of supportive or supplementary services of the District and whose position does not require administrative or teaching certification as mutually agreed to by both parties.
7. Superintendent - whenever the term "Superintendent" is used, it shall include only that person and not his/her designees.

8. Designee - whenever the term "designee" is used, it shall include those parties so authorized to act in place of the Superintendent.
9. School - whenever the term "school" is used, it is to include any work locations or functional work division.
10. Days - whenever the term "days" is used, except when otherwise noted, it means weekdays, excluding Saturdays, Sundays and Holidays.
11. Number and Gender - in the grammatical construction of this Agreement, use of the singular shall include the plural, and designation of either gender shall include the other gender.

Section D. Distribution of Agreement

The Board shall be responsible for the typing, printing and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. Ten (10) additional copies shall be given to the President of the Association.

Section E. Qualification Requirements

The Administrator represents that he/she meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education and the State of Michigan in his/her administrative position.

## **ARTICLE II**

### **ADMINISTRATOR'S RIGHTS**

Section A. Legal Rights

Nothing contained herein shall be construed to deny or restrict any rights an Administrator may have under Michigan General School Laws.

Section B. Use of Facilities

The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other employee group as established by Board policy. While formal application on building use forms will not be

required, the Superintendent may require that notification of such meetings be provided to him/her or his/her designee.

Section C. Information Furnished by the Board

The Board agrees to furnish the Association any public information which it requests within a reasonable period of time. Except in emergencies, such a period should not exceed ten (10) days from the date of the Association's request.

Section D, Complaints

In order to encourage the harmonious and expeditious resolution of complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen or school employee regarding an Administrator, or a program or an employee he/she supervises, that such citizen or school employee shall be requested to first discuss the matter with the Administrator involved. In the event the Superintendent, Central Administration or the Board contemplates action and/or judgment of the complaint, it shall first be placed in writing and submitted to said Administrator. It is understood and agreed that if an Administrator's decision is appealed to a higher authority, such Administrator shall be given an opportunity to provide the necessary background information, in person and/or by confidential memorandum, before any further action is taken on the matter by the Board, Superintendent or Central Office Administrator. This provision does not apply to grievances filed pursuant to other collective bargaining agreements.

Section E. Review of Personnel File

Each Administrator shall have the right upon a reasonable and timely request to review the contents of his/her personnel file. He/she shall have the right to have a representative of the Association accompany him/her in 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.

Section F. Association Business

The Board recognizes the responsibilities imposed on the Association and grants permission and a reasonable amount of time during the school day to the designated representatives of the Association to participate in grievance matters, citizen complaints, and/or the administration of any provision of the Agreement requiring Association participation, provided that such participation does not interfere with the regular workload of the Administrator.

Section G. Informal Conferences

The Superintendent and such other representatives as the Board or Superintendent may designate will meet informally within five (5) days of a request by the Association, on a date mutually agreed upon with members of the Association for the purpose of discussing administrative concerns. These informal discussions shall in no sense be considered negotiations.

**ARTICLE III**

**RIGHTS OF THE BOARD**

Section A. It is expressly agreed that all rights which ordinarily vest in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right:

1. To the executive management and administrative control of the school system and its properties, facilities, equipment and activities of its employees during employee working hours.
2. To hire all employees and, subject to the provisions of law, to determine their

qualifications and the conditions of their continued employment, their placement, or their dismissal, suspension, layoff, or demotion and promote or transfer all such employees.

3. To establish levels and courses of instruction including special programs and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon courses of instruction, the selection of textbooks, and other teaching materials and the use of teaching aids.
5. To determine the services, supplies and equipment necessary to continue its operation and to determine methods and means of distributing, disseminating and/or selling of services, methods, schedules, and standards of operation, the means, methods and process of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
6. To adopt rules and regulations.
7. To determine the number and location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. To determine the size of management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

Section B. The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed



and specifically surrendered herein, whether or not such rights have been previously exercised by the Board.

**ARTICLE IV**  
**EMPLOYMENT SECURITY**

Section A. Initial Probationary Period

Each new Administrator in the bargaining unit shall be provided a probationary contract covering an initial period of employment commencing with his/her date of hire as an Administrator. If employed between August 1 and November 30, an Administrator would complete his/her probationary period on the following July 31, and would then be credited with one year of Oxford administrative experience. If employed between December 1 and March 31, an administrator would not complete his/her probationary period until the one year anniversary date of his/her employment, but would be credited with one half year of Oxford administrative experience on the August 1 immediately following employment. If employed between April 1 and July 31, an administrator would also complete his/her probationary period on the one year anniversary date of his/her employment, but would be credited with only one year of Oxford administrative experience on the August 1 following that anniversary.

Section B. Additional Probationary Year

The Board may, upon the Superintendent's recommendation, require a probationary Administrator to serve an additional probationary year, after his/her initial probationary period is completed. In the event that this course of action is followed, the Administrator must be notified of the action in writing prior to May 31 or at least thirty (30) calendar days before the end of his/her initial probationary period, whichever shall provide the earlier notification. Such written notice must include reasons for requiring the additional probationary year, and must propose a course of action to be followed for gaining non-probationary status.

Section C. Non-renewal of Probationary Contract

In the event the Board contemplates the non-renewal of a probationary Administrator's contract, he/she shall be notified of the reasons in writing at least ten (10) calendar days prior to formal Board action. The Administrator shall have had at least two evaluation conferences with the Superintendent or designee. The first shall be completed by February 1, or within ninety (90) days of the Administrator's date of hire, whichever is later; the second by May 31 or at least thirty (30) calendar days before the end of his/her initial probationary period, whichever is earlier. The Administrator shall be provided with an opportunity for a hearing before the Board following written notification of possible non-renewal and prior to formal Board action.

Section D. Non-Probationary Contract

After successful completion of the specified probationary period, the Administrator shall be granted a two-year contract which shall be renewed annually so long as his/her performance remains satisfactory.

A non-probationary Administrator shall be notified in writing prior to May 31, if his/her performance is determined to be unsatisfactory. Such notification will be based upon prescribed evaluation procedures and instruments, and shall serve to advise the Administrator that he/she may be subject to non-renewal if his/her performance does not show sufficient improvement during the remaining year of his/her contract.

During the remaining year of his/her contract, the Administrator shall be formally evaluated at least twice, the first evaluation being completed by February 1 and the second by May 31. The Administrator shall be provided with an opportunity for a hearing before the Board following written notification of possible non-renewal and prior to formal Board action.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

Section A. Definition of Grievance

A grievance shall mean a allegation by an individual Administrator or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Section B. Statement of Basic Principles

1. Right to Representation - Upon the filing of a grievance, the Association and every member of the bargaining unit covered by this Agreement has a right to be represented at any and/or all levels of the grievance procedure.
2. Time Limits - Any grievance not appealed within the prescribed time limit shall be considered settled on the basis of the last decision rendered. If an answer to a grievance is not received within the prescribed limits, the grievant may automatically appeal to the next level. Time limits, however, may be extended by mutual agreement if any such extension is documented in writing and is signed by the parties involved.
3. Definition of Days - The term "days," as used relative to the grievance process shall mean calendar days.
4. Withdrawal of Grievance - A grievance may be withdrawn by mutual agreement.

Section C. Prescribed Steps in Grievance Procedure

1. Level One An attempt shall be made to resolve any grievance in informal verbal discussions between the grievant and his immediate supervisor. Level One proceeding must occur within fifteen (15) days of the alleged violation, misinterpretation or misapplication, or within fifteen (15) days of the reasonable discovery thereof. If the immediate supervisor is unwilling or unable to meet for

Level One proceedings within the prescribed time limits, the grievant may proceed to Level Two.

2. Level Two If the grievance cannot be resolved at Level One, it shall be reduced to writing, signed by the grievant and delivered to the Superintendent within ten (10) days after Level One proceedings are concluded. After a hearing with the grievant regarding the grievance, the Superintendent, or a designee who has the authority to make a decision, shall make such decision and communicate it in writing to the grievant within five (5) days of the hearing.
3. Level Three In the event the grievance is not satisfactorily resolved at Level Two, the individual or the Association may, within ten (10) days of receiving the Level Two response, appeal the grievance in writing to Level Three. The Board of Education shall meet with the grievant within fifteen (15) days of receipt of the written grievance. After the hearing with the grievant, the Board shall make its decision and shall make such decision known to the grievant in writing within ten (10) days of the hearing.
4. Level Four In the event a grievance has not been satisfactorily resolved at Level Three, there shall be available a fourth level of impartial arbitration. The grievance may be submitted and/or appealed to this fourth level only by the Association. The Association may submit the grievance to arbitration within ten (10) days of a written answer at Level Three. If the parties cannot agree as to the arbitrator within five (5) days from the notification date, the arbitrator will be selected by the American Arbitration Association in accordance with its rules, which will likewise govern the arbitration proceedings. The decision of the arbitrator shall be binding on the parties. The party losing the arbitration decision shall pay the arbitrator's fee. Neither the Board nor the Association shall be

permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he/she consider it his/her function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which in practice or effect modifies, revises, detracts from or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or effectively result in a modification whether by additions or detractions of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because, in his/her opinion, such a decision is fair or equitable or because, in his/her opinion, it is unfair or inequitable. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the parties, and his/her decision must be based solely upon the interpretation of the meaning or application of the express relevant language of the Agreement in accordance with the clause limiting the power of the arbitrator.

Section D. Arbitration Exclusion

Failure to re-employ an administrator to his/her position in the bargaining unit shall not be subject to Level Four proceedings, provided that all provisions of Article IV and Article VIII have been followed.

## ARTICLE VI

### VACANCY, TRANSFER, LAYOFF AND RECALL

#### Section A. Vacancies

The Superintendent will post notice of all vacancies for administrative positions on the office bulletin board in all school district buildings for a period of five (5) days. The Superintendent will inform an Association official of such positions. The Board shall not fill any vacancy on a permanent basis for fifteen (15) days after such notification.

#### Section B. Transfers

Any Administrator may request a voluntary transfer at any time, and any Administrator may be involuntarily transferred but only within his/her administrative category. Some examples of administrative categories include directors and supervisors, principals, and assistant principals. However, if the involuntary transfer is for economic reasons, such as a transfer from principal to assistant principal position, this would be allowable without a probation year. Also, after one year of being on an improvement plan, an administrator can be involuntarily transferred to a different administrative category.

1. An Administrator shall be given written notification of an involuntary transfer not less than thirty (30) days prior to its effective date, except in extenuating circumstances or upon the waiver of the notification by the Administrator.
2. An Administrator transferred, whether voluntarily or involuntarily, to a less well compensated position will not suffer an absolute loss in pay. Rather, the Board and the Association will determine a rate of compensation which assures that the Administrator will continue to be paid a dollar amount equal to or greater than his/her previous salary until such time as it is surpassed by the regular compensation amount due for the new position.

Section C. Layoffs

In the event a layoff of administrative personnel becomes necessary, the order of the reduction shall be determined as outlined below, and within each of the three administrative categories.

1. Probationary Administrators - Probationary Administrators shall be laid off first, provided there are non-probationary Administrators within the School District who are qualified to fill the position or positions affected by the layoff.
2. Non-Probationary Administrators - Next, non-probationary Administrators shall be laid off in accordance with their seniority, qualifications and certification and/or ability to perform the duties of the position as determined by the Superintendent.
  - a. Qualifications for Certificated Administrators - For purposes of this provision, qualifications of certificated Administrators shall include: North Central Association standards where applicable; appropriate state certification standards for all positions; qualifications for each position as set forth in Board policy; and/or ability to perform the duties of a position as determined by the Superintendent.
  - b. Qualifications for Non-Certificated Administrators - For purposes of this provision, qualifications of non-certificated Administrators shall include qualifications as set forth in Board policy, and ability to perform assigned duties as determined by the Superintendent.

Section D. Recall

Administrators who have been laid off shall be recalled to available administrative positions in the bargaining unit which have not been terminated or eliminated by the Board, based upon seniority, qualifications and certification as set forth in the layoff procedures outlined above.

## ARTICLE VII

### DISTRICT CURRICULUM AND POLICY PRACTICES

#### Section A. Curricular Programs

It is agreed that Administrators will participate in the development and implementation of curriculum and other instructional programs. The Superintendent or designee shall appoint an Administrator to each curriculum and program committee.

#### Section B. Professional Policies

It shall be the right and responsibility of the administrative staff to participate in the development of the educational program and professional practices of the District. It shall also be the right and responsibility of the administrative staff to provide input in the development and/or revision of policies or rules and regulations or agreements to be negotiated which govern the development of the educational program; student, professional and non-professional personnel practices; determination of educational materials; and use of school facilities. These policies and rules and regulations shall include matters covered in the Board policy manual, as well as any negotiated agreements with other employee groups.

#### Section C. Continuing Contract Committee

A Continuing Contract Committee will be established to provide an ongoing, positive forum in which representatives of the Board and the Association can discuss, evaluate and develop recommendations on curriculum programs, professional policies, and other matters of interest to either or both parties.

1. The CCC is not intended to replace the normal process of contract negotiation between the parties, nor to restrict in any way the grievance process provided for in the current contract between them. It is the hope of both parties, however, that the CCC will facilitate any future negotiations, and reduce the perceived necessity



for grievances.

2. The CCC will consist of three regular members - two Administrators representing the Association, and the Superintendent or his/her designee representing the Board. Either party may invite other representatives to be present at CCC meetings when such representatives might provide information or insights that would contribute to the deliberations of the CCC.
3. The CCC will meet at least once annually, but may meet additionally as mutually agreed by the parties.

## **ARTICLE VIII**

### **ADMINISTRATOR EVALUATION**

#### Section A. Formal Evaluations

Administrators covered by the terms of this Agreement shall be formally evaluated at least once each year by the Superintendent or his/her designee. Evaluation procedures, instruments and timelines shall be jointly developed by the Association, Central Office Administrators and Superintendent, and shall be shared with all members of the Association. Any requests to revise evaluation procedures, instruments or timelines shall be made by November 30 each year, and formal evaluations occurring prior to the implementation of such revisions shall be conducted in accordance with the prior year's practices.

#### Section B. General Evaluation Procedures

The Superintendent or designee shall be directly responsible for the evaluation of all Administrators. S/he shall also designate other first line Administrators to be responsible for the evaluation of any Administrators not directly evaluated by her/him.

Goal Setting: No later than October 31 each Administrator will meet with the Superintendent or his/her designee to mutually develop goals for the work year.

1. The Administrator to be evaluated shall come to this initial meeting with a draft of the goals that s/he would like to accomplish. The draft should include goal statements, strategies, assistance/resources needed to accomplish goals, and methods of measuring their accomplishment.
2. Within one week of the initial meeting, the Administrator being evaluated shall submit to the superintendent or his/her designee a written summary of the agreed upon goals, strategies, assistance/resources and methods of measurement.

Progress Meeting: No later than February 1, the Administrator being evaluated will meet with the Superintendent or his/her designee for a discussion to assess the progress being made toward the accomplishment of the established goals, and to mutually agree on modifications of the goals, strategies, assistance/resources and methods of measurement, if any.

Final Evaluation: No later than May 31 the Administrator being evaluated will meet with the Superintendent or his/her designee for an end-of-the-year assessment of the accomplishment of established goals.

Written Record: No later than June 30, the Superintendent and his/her designees will prepare for each Administrator a written summary of his/her goals and the extent of their accomplishment, with a copy to be placed in the Administrator's personnel file.

The administrator shall be given a copy of any written evaluation materials placed in his/her personnel file. At the request of the Administrator, a copy of his/her written response to or comments on any such written evaluation materials shall also be placed in and become part of his/her personnel file.

Compliance with Master Agreement: The above timelines shall be modified as necessary to suit the circumstances of individual cases, and to assure compliance with the timelines specified in Articles IV, Employment Security and Article VIII, Administrator Evaluation

of the Master Agreement.

Section C. Unsatisfactory Performance

In the event that it is determined that an Administrator is not performing in an overall proficient level or overall proficient level within a domain, a program of assistance will be instituted. Such program will consist of both identifying areas of deficiency or weakness and assisting with suggestions or guidelines for improvement. Where practicable, two (2) Administrators, which may include Central Office Administrators, shall be assigned to assist. The program will be ongoing, with periodic reviews of no less than every three (3) months.

**ARTICLE IX**

**DISCHARGE AND DISCIPLINE**

Section A. Discipline

No Administrator shall be disciplined, reprimanded, reduced in compensation level, suspended or discharged without cause.

Section B. Discharge

The non-renewal of an Administrator's contract shall not be subject to this Article, but shall be subject to the provisions of Article IV.

**ARTICLE X**

**SABBATICAL LEAVE**

Section A. General

Administrators who have been employed by the Board for at least seven (7) years shall be eligible to make application for a sabbatical leave of absence. Sabbatical leaves must be in accordance with the provisions of MCL 380.1235 of the Michigan School Code of 1976 as amended.

Section B. Conditions

The following conditions must be met in order to have the Board of Education consider such leaves:

1. Application - Written application must be submitted to the Superintendent no later than March 1, for a leave beginning the first semester of a school year and by October 1, for a leave which is scheduled for the second semester.
2. Purpose - Sabbatical leaves shall be for the purpose of advanced graduate study beyond the Masters degree, research, writing, educational travel or other similar activities. Proposed activities must be in a field related to the applicant's duties and must be beneficial to the welfare of the Oxford Area Community Schools.
3. Length - Sabbatical leaves, when granted, must be for a full semester or full school year, but in no case may exceed twelve (12) months.
4. Agreement and Promissory Note - Recipients must agree to return to the District for a period of at least three (3) years following the period of the leave, by executing a Sabbatical Agreement. Recipients will also be required to sign a Demand Promissory Note. Failure to return to the District will require that the Administrator repay all monies paid by the Board during the leave. If the Administrator leaves the District during the three (3) year period after return from Sabbatical Leave, he/she shall be required to pay a prorated amount to the Board for the portion of the three (3) year period not in the employ of the Board. The Board may waive this provision at its discretion. In the event of death or permanent disability, the Demand Promissory Note will be voided by the Board.
5. Compensation and Benefits - During the period of Sabbatical Leave, the Administrator shall be considered to be in the employ of the Board and shall

receive 1/2 salary and full insurance and fringe benefits, as provided to regularly employed Administrators. Such leaves shall not be deemed a break in the continuity of service. Upon return from sabbatical leave, the Administrator shall be returned to the same position or to an essentially equal position and shall be placed at the same salary level as he/she would have attained if he/she served in the District during such period.

6. Multiple Applications - Not more than one (1) Administrator shall be on Sabbatical Leave at any time. In the event that more than one (1) Administrator applies for a Sabbatical Leave for the same period, the Superintendent will recommend one (1) candidate to receive the leave. This recommendation will be based upon the needs of the District and shall not be grievable.

## ARTICLE XI

### OTHER TYPES OF LEAVES

#### Section A. Personal Leave

1. A leave of absence without pay or benefits may be granted by the Board for up to one (1) year to any Administrator in the employ of the Oxford Community Schools.
2. Up to two (2) personal leave days may be taken each year for religious observations or to conduct other business that cannot be completed during non-work days or hours. The use of such days will not increase the work year of the Administrator involved, nor be charged against his/her leave bank if the Superintendent or his/her designee has been advised in advance. The use of additional personal leave days, and the decision as to how they will be charged, shall be at the sole discretion of the Superintendent.

Section B. Military Leave

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

Section C. Child Care Leave

1. Administrators may be granted unpaid leave for the purpose of childbirth and/or subsequent care of a newborn child for a period not to exceed one (1) year, unless renewed at the discretion of the Board.
2. Application for child care leave shall be made as early as possible but shall be received by the Superintendent no later than sixty (60) days prior to the effective date of such leave.
3. An Administrator wishing to return from child care leave shall file a written request with the Superintendent as soon as possible, but no less than sixty (60) days prior to the anticipated date of return.

Section D. Jury Duty and Subpoenaed Court Appearances

Any Administrators missing workdays as a result of being called for jury duty or subpoenaed to testify in any judicial or administrative matter, except if initiated by the Association, shall be paid their full salary minus any compensation for duties thereof, excluding mileage. Leave days granted for this purpose shall not be limited, and any affected Administrator shall authorize appropriate payroll deductions at the time the leave is requested.

Section E. Professional Leave

1. A leave of absence without pay or benefits may be granted for up to one (1) year to any Administrator who has been employed by the Oxford School District as an Administrator for five (5) years, for the purpose of approved study, travel, research or other teaching or employment involving probable advantage to the School District.

2. An Administrator shall be granted leave with pay and benefits for visitation to other schools or attending meetings or conferences of an educational nature, upon approval of the Superintendent or his/her designee.

Section F. Sick Leave

Each Administrator shall be granted twelve (12) sick leave days per year which may accumulate to a total equal to the length of his/her normal work year, as specified in Appendix A. The Superintendent may, at his/her discretion, provide up to a maximum of ten (10) additional sick leave days to any newly appointed Administrator during the first six (6) months of the Administrator's employment with the District.

Section G. Bereavement Leave

Each Administrator shall be granted up to four (4) days bereavement leave for death in the immediate family. Additional days may be granted by the Superintendent on the same basis as personal leave days.

Section H. Return From Leave

An Administrator returning from an approved leave of absence will be restored to his/her former position or a substantially equal position.

## APPENDIX A

### SALARY SCHEDULES

Section A. The salaries of certificated and non-certificated Administrators will be based upon a salary range. The base of the administrators' salary range is determined by the MA/MS + 30, Step 15 of the teachers' master contract. Such salaries shall also reflect successful evaluations, accumulated administrative experience, total length of work year, level of responsibility, and in the case of certificated administrators, advanced education completed beyond the Masters level. The purpose of the range is to provide more experienced

administrators a higher salary, which is based on their years of service for Oxford Community Schools, and successful annual evaluations. The goal is to have our more experienced administrators near the top of the range. However, it is understood, there may be times when administrators may fall outside of the range.

1. The salary ranges for various administrative positions are outlined on the following pages for the 2009-10 and 2010-11 school years. The 2011-12 school year is to be determined. For the 2009-10 school year, the administrators will receive a 2% increase. For the 2010-11 and 2011-12 school years, the administrators will receive a salary freeze. However, if the financial situation of the school district improves during the last two years of the contract, the Board may reconsider the freezes.
2. Work days for administrators for the 2006-07 and 2007-08 school years were reduced by three days (corresponding with the reduction for students/teachers) with the understanding that if the state mandates additional days, the days will be added back with no pay increases. The per diem amount will continue to be calculated at the number of days indicated under "total work days."
3. The Board at its sole discretion may devise a merit/bonus pay plan during a given year. If such a merit/bonus pay plan is provided to administrator/s, it will be an off schedule payment.
4. Additional stipends for certificated administrators who have completed prescribed levels of education beyond the Masters degree are also shown. To be eligible for such stipends, the course work involved must have been completed, and official verification must have been provided to the Superintendent or his/her designee according to the following schedule.
  - a. Administrators who complete the course work involved prior to the



start of the common work year, as defined in Section 2 below, will receive the appropriate stipend retroactive to the first payroll of the administrative work year if official verification is received prior to October 31, or beginning with the fourteenth payroll of the administrative work year if verification is received after that date.

- b. Administrators who complete the course work involved prior to the start of the second semester of the academic year, will receive the appropriate stipend retroactive to the fourteenth payroll of the administrative work year if official verification is received prior to March 31, or beginning with the first payroll of the following administrative work year if verification is received after that date.

Section B. All Administrators are expected to complete a common work year consisting of the prescribed teacher work year plus the ten week days immediately following the teacher work year, and the five week days immediately following the teacher work year. If individual Administrators find it necessary or desirable to deviate from this common work year, it is assumed such deviations will be arranged in advance with the Superintendent or his/her designee.

Section C. Since the total work year prescribed for administrative positions exceeds the length of the common work year, Administrators are expected to work any additional required days.

1. Such additional work days may be scheduled by the individual Administrator as necessary or desirable, but the Superintendent or his/her designee should be kept reasonably apprised of their plans in this regard.
2. The "Act of God" days granted by the State that are worked by an administrator may be counted toward the required number of days worked.

Section D If it becomes necessary for the Superintendent to require an Administrator to work additional days beyond those regularly prescribed, the Administrator will be compensated on a per diem basis (i.e. the Administrator's total salary divided by his/her prescribed number of work days) for each such day worked.

1. It is assumed that the salaries and work years specified in this Section are sufficient to permit each Administrator to undertake and complete the responsibilities of his/her position, as well as such additional duties as may be assigned by the Superintendent.
2. The Superintendent will assign additional, uncompensated duties with regard for the fact that the share assigned to each Administrator is equitable, and that total assigned to the Association is reasonable. The Association may request an informal conference, or discussion by the Continuing Contract Committee on these matters.

Section E. The Superintendent, at his/her discretion, may grant credit at the time of employment to certificated administrators and to non-certificated Administrators.

## **APPENDIX A**

### **SALARY**

Salary ranges for the 2009-10 and 2010-11 are listed in Appendix A. The salary range for 2011-12 is to be determined.

## **APPENDIX B**

### **FRINGE BENEFITS**

The Board agrees to provide all Administrators the following fringe benefits:

#### Section A. Health Care Insurance

1. Upon appropriate election in writing under the provisions of Section 125 of the IRS Code, the Board agrees to provide each full time employee with health care

insurance protection according to their family status, and with the premium cost to be paid in full by the Board. Effective January 1, 2009, this health care insurance will be the MESSA PAK.

2. Those Administrators not electing health care insurance during a school year may, elect to receive a cash payment of \$2,500 per year. (Note; The \$2,500 is the minimum paid annually. However, the Board at its discretion may offer more.) In addition, under the provisions of IRS Code Sections 125 and 129, Administrators may elect to participate in a limited purpose flexible spending account.
3. At the option of the Administrator, group health care insurance coverages at group rates may be extended up to thirty six (36) months beyond the date the Board ceases to be liable for the premium payments, subject to approval of the insurance carrier, and consistent with federal COBRA regulations. To be eligible for this extended coverage, the Administrator shall make payments to the Board and/or insurance carrier in an amount and manner consistent with the provisions of the COBRA law. Failure to receive timely payment may result in the Administrator being dropped from continuing group coverage unless prior arrangements have been made with appropriate Board personnel or with the insurance carrier. A similar availability of health insurance coverage at group rates shall be available to qualifying dependents of employees as provided for in COBRA guidelines.

#### Section B. Dental Insurance

1. Effective January 1, 1990, the Board will provide 100% dental insurance coverage for the services outlined in Sections 1 and 2 below. Administrators who are otherwise covered by a dental insurance program will be eligible for coordinated benefits on a 50/50 co-pay basis. The coverage will include missing tooth, five year denture, and pre-existing orthodontic waivers, as described in the

policy. The total benefits payable for all services covered by the policy will be subject to a \$1000 annual maximum for each covered individual.

a. Basic dental services as described in the policy, including visits and examinations, x-ray and pathology, oral surgery, anesthesia, periodontics, endodontics, basic restorative dentistry and space maintainers.

b. Major dental services as described in the policy, including major restorative dentistry and prosthodontics.

2. Orthodontic expense insurance will be provided on an 80/20 co-pay basis, as provided within the MESSA benefit package.

Section C. Vision Insurance

The Board will provide group vision insurance equivalent to that provided by MESSA's VSP3 plan.

Section D. Life Insurance

The Board will provide each Administrator with term life insurance, including accidental death and dismemberment provisions, subject to the terms of the policy. The amount of insurance so provided will be equal to 160% of the Administrator's salary during the term of this Agreement to the next highest \$1000 amount, subject to the terms of the policy.

Section E. Liability Insurance

The Board will provide liability insurance coverage for Administrators in the amount of \$2,000,000.

Section F. Short and Long Term Disability Insurance

The Board will provide Administrators with group short and long term disability insurance, to take effect after the 60th calendar day of disability, regardless of accumulated sick leave. The insurance shall guarantee each Administrator two-thirds (66 2/3%) of his/her salary

up to a maximum monthly benefit of \$5000 subject to the terms of the policy.

Section G. Retirement Pay

Upon retirement in accordance with the requirements of the Michigan Public Schools Employee Retirement System, Administrators who have ten (10) years of continuous service with the Oxford Community Schools up to the time of their retirement shall receive retirement pay from the district. Such payments will be based on the Administrator's per diem at the time of his/her resignation (i.e. his/her total salary divided by the number of work days on which that salary was calculated), and the total retirement pay shall be limited to a maximum of the teacher's BA/BS base salary at the time of retirement. Administrators will be paid at 40% of all accumulated sick leave. Retirement pay shall be deposited into the Oxford Community Schools Special Pay Plan (effective July 1, 2003) up to the maximum allowed (\$49,000 for 2009), adjusted under law. Special Pay Plan contributions are limited to accumulated sick leave pay and early retirement incentives. Distribution options include annual, quarterly or monthly installments, or lump sum. Any changes to the Special Pay Plan will be reviewed with the Association prior to implementation.

Section H. Termination Pay

Beginning 8-01-02, upon resignation from employment with Oxford Schools for purposes other than retirement, eligible administrators who have had seven (7) years of continuous service will be paid for 38% of all accumulated sick leave days for termination pay. Such payments will be based on the Administrator's per diem at the time of his/her resignation (i.e. his/her total salary divided by the number of work days on which that salary was calculated), and the total termination pay shall be limited to a maximum of \$11,250. In year two of the agreement, administrators will be paid at 40% of all accumulated sick leave for termination pay. Administrators hired after 08-01-02 will no longer be eligible for termination pay.

Section I. Travel Allowance

Administrators required to drive personal automobiles in the course of their duties may, at the beginning of any work year, forego the necessity of keeping and submitting travel records by electing to accept a standard mileage allowance of \$40 per month. Alternately, they will be reimbursed for the expenses involved at the current IRS rate per mile, upon submission of prescribed forms documenting the mileage claimed. Such forms must be submitted no less than quarterly, and claims more than three months old will not be honored.

Section J. Tuition and Fees

The Board will reimburse Administrators for tuition and fees paid for job related courses, not including continuing education units (SB-CEUs) required for maintaining certification.

1. Reimbursement will be contingent upon the successful completion of approved courses, and will be limited to a maximum of \$10,000 per school year for the entire OAA membership for each school year covered by this contract. The \$10,000 will be equally divided among those members who submit for reimbursement within a given school year. These reimbursements will be paid at the conclusion of each school year.
2. Reimbursement will be provided in a given year, and a course will be counted toward the dollar limit for that year, if evidence of successful completion and of tuition and fees paid is provided by July 31. If such evidence is not provided until August 1 or thereafter, payment will be made in the subsequent year, and the course costs will be charged toward that year's dollar limit.

Section K. Administrative Certification Fee

Effective December, 1993 the State of Michigan no longer legally mandated administrative certification. Since our Board continues to require that its Administrators meet the

certification requirements specified by the State, however, the Board will reimburse administrators for the fees charged by the State for issuing and/or renewing such certificates in January, 1994 and thereafter.

Section L. Physical Examinations

The Board will reimburse Administrators for the cost of physical examinations on a biennial basis. Reimbursement will be limited to a maximum of \$150 per Administrator every second year during the term of this Agreement.

Section M. Professional Dues

The Board will reimburse Administrators for membership dues in a total of two (2) professional organizations directly related to the Administrator's assignment, and approved by the Superintendent or his/her designee.

Section N. Use of Vehicle

The Supervisor of Buildings and Grounds shall, consistent with past practice, be provided the use of a pickup truck or other vehicle to facilitate his/her supervisory responsibilities. If in the future the Board elects to discontinue this practice, appropriate alternate compensation will be discussed with the Association.

**APPENDIX C**

**SABBATICAL AGREEMENT**

In consideration of the Oxford School District, by its Board of Education, having heretofore adopted a Sabbatical Leave Policy as part of its contract of employment of said School's professional personnel, and as a condition to the granting of said Sabbatical Leave to the undersigned, whose application therefore has been tentatively approved, the undersigned does hereby promise and agree to remain in the service of said Oxford School District as a full-time professional employee for a period of three (3) years subsequent to the expiration of the year in which the undersigned was accorded Sabbatical Leave.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature-Administrator  
Granted Sabbatical Leave

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Superintendent of Schools



**DEMAND PROMISSORY NOTE**

\$ \_\_\_\_\_

Oxford, Michigan

Dated: \_\_\_\_\_

Upon demand the undersigned promises to pay to the order of the OXFORD COMMUNITY SCHOOLS, a Michigan Municipal Corporation, the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars; with interest at no percent per annum, but at the rate of seven (7%) percent per annum from and after the date said demand is duly made.

Principal and interest due hereon shall be payable at the Oxford School District Office at 105 Pontiac Street, Oxford, Michigan 48371, or such other address as may be designated.

The Demand Promissory Note is pursuant to Article X of the Agreement between the Oxford School District and the Oxford Administrators Association, dated \_\_\_\_\_.

IN WITNESS WHEREOF:

OXFORD ADMINISTRATORS ASSOCIATION MAKER:

By: \_\_\_\_\_

\_\_\_\_\_  
Administrator

By: \_\_\_\_\_

ACCEPTED:

OXFORD COMMUNITY  
SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SIGNATORY CLAUSE**

This Agreement, including the three Appendices incorporated herein, shall be in effect beginning August 1, 2009, and shall continue in full force and effect until July 31, 2012. On or before May 1 of the calendar year following ratification of this Agreement and upon the request of either party, negotiation will be undertaken for a successor Agreement covering an additional school year. It is the intent of both parties that an Agreement covering an additional year is reached no later than July 1 of the calendar year preceding the expiration of this Agreement.

Oxford Community Schools  
Board of Education

Oxford Administrators Association

By: \_\_\_\_\_  
Colleen Schultz  
Its President

By: \_\_\_\_\_  
Timothy Throne  
Its President

By: \_\_\_\_\_  
Carol Mitchell  
Its Secretary

By: \_\_\_\_\_  
Sue Hannant  
Its Vice President

By: \_\_\_\_\_  
William C. Skilling  
Its Superintendent