

WORKING CONDITIONS

FOR

OAK GROVE SCHOOL DISTRICT
MANAGEMENT PERSONNEL

July 1, 2014 - June 30, 2017

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WORKING CONDITIONS MANAGEMENT PERSONNEL

1.0 Salary Schedule

Salary Schedule: The salary for the current year shall be set forth in the attached document entitled "Salary Schedule." The present tax shelter annuity for managers who receive effective evaluations will remain unchanged except for Principals, who will receive an additional one- percent (1%) based on satisfactory performance.

Effective July 1, 2008, Supervisors will become part of the Management Working Conditions and Salary Schedule. Supervisor will be referred to as "Management" in the working conditions unless otherwise specified. The Supervisor salary scale is adjusted to their longevity schedule.

1.1 Experience

At the time of hire, management personnel in salary ranges A through F (see appendix A) may be granted prior credit for comparable full-time administrative service, subject to approval of the Superintendent.

1.2 Advanced Degree

Management personnel shall receive 2.5% of Range C, Step 1, for an earned Doctorate (Ph.D., Ed.D.)

1.3 Career Increments

1.3.1 Certificated Managers: The District provides three career increments. The amount of each increment is 5 percent of the preceding salary step for Managers and 6.026 percent for Supervisors.

1.3.1.1 The current salary schedule for management personnel is a six-step schedule, however, some career increments must be calculated on the basis of earlier schedules which existed when certain managers began employment. Managers will receive credit for outside years of like experience, at discretion of Superintendent.

1.3.1.2 Certificated management personnel will receive the first career increment based upon the following:

1.3.1.2.1 The 16th year of credited service on the twelve-step salary schedule for managers who began service on the teachers' salary schedule.

- 1.3.1.2.2 For managers hired from outside the District on the six-step salary schedule, their first increment, with approval of the Superintendent, will begin the 4th year of service in the management position. For managers who began service on a nine-step schedule, their first increment will begin on the 13th year of service. For managers on the 12-step schedule, their increment will begin on the 16th year of service.
- 1.3.1.3 Additional career increments will be granted as follows:
 - 1.3.1.3.1 Those who began service on the twelve-step schedule will receive increments beginning on the 20th year and the 24th year.
 - 1.3.1.3.2 Those on the six-step schedule will receive increments beginning on the 14th and the 18th year.
 - 1.3.1.3.3 Those who began service on the nine-step schedule will receive increments beginning on the 17th year and the 21st year.
- 1.3.1.4 Other provisions herein notwithstanding, certificated managers must receive effective evaluations for three out of four years after reaching the last step of the salary schedule upon which their career increment is calculated in order to be eligible for the first career increment. In addition, certificated managers must receive effective evaluations for three out of four years to be eligible for each succeeding career increment.
- 1.3.2 Classified Managers: The District provides three career increments at the 9th, 14th, and 19 years of employment.
 - 1.3.2.1 The amount of each increment is 5 percent of the preceding step for Managers and 6.026 percent for Supervisors. Managers will receive credit for outside years of like experience, at discretion of Superintendent.
 - 1.3.2.2 Other provisions herein notwithstanding, classified managers must successfully fulfill a management plan for three out of the four years after reaching the last step of the management salary schedule in order to be eligible for the career increment.

1.3.2.3 Other provisions herein notwithstanding, classified managers must successfully fulfill a management plan for three out of the four years after reaching the last step of the management salary schedule in order to be eligible for the first career increment. In addition, classified managers must successfully fulfill a management plan for four out of five years to be eligible for each succeeding career increment.

1.4 Promotions

A promotional change in classification will not result in a loss of annual salary or less in per diem compensation. Personnel moving from one classification to another will be placed on the salary step which will result in an amount higher than the amount that would have been received with an additional year of experience in the previous classification.

2.0 Management Contracts

2.1 Personnel in Salary Range A and B shall receive a one-year contract which, upon evidence of satisfactory performance, shall be renewed annually. Effective July 1, 2001, part-time personnel shall receive a one-year contract which may be renewed annually.

2.2 Personnel in Salary Ranges C, D, E, and G shall receive a one-year contract which, upon evidence of satisfactory performance, shall be renewed annually for the duration of a two-year probationary period. After completion of the probationary period, these individuals shall be granted a two-year contract renewable prior to March 15 of the second year. This contract shall be renewed annually for an additional two (2) years unless he/she is placed on remediation by the Superintendent.

2.3 Personnel in salary range F shall receive an initial two-year contract. Upon evidence of satisfactory performance and prior to March 15 of the second year (and annually thereafter), the contract shall be renewed for an additional term of not less than two years.

2.4 If, during any year of a multi-year contract term, an administrator receives an evaluation which indicates unsatisfactory performance, one-year shall be granted to remediate the indicated deficiencies. Upon presentation of evidence of successful performance in the indicated areas, the administrator shall be considered for a contract renewal of one or more years.

A manager may only be placed on remediation by the Superintendent if performance is deemed unsatisfactory.

3.0 Work Year for Management Personnel

3.1 Work Days:

<u>Work Schedule:</u>	<u>Standard Work Days Per Year</u>
A	205
B	205
C	210
D	210
E	215
F	215
G	220

3.2 Calendar for Work Year:

3.2.1 Each manager will submit to the immediate supervisor, a work year calendar prior to July 1 of each school year.

3.2.2 Work calendars may be revised during the year. Managers shall be responsible for requests for revisions in writing to their immediate supervisor.

3.2.3 With approval, managers may schedule non-work days while schools are in session. When school level managers must be absent from their building while school is in session, a substitute may be provided if requested by the manager.

3.3 Additional Work Days

With the approval of the Superintendent or designee, the manager's work year may be extended up to 10 work days on the basis of district needs. The manager shall be compensated for all additional work days at his/her normal per diem rate of pay.

3.3.1 Administrators working a 210 work year have 36 days off duty. An administrator may be paid for up to three (3) days that initially are indicated on their work calendar as days off with the approval of the Superintendent or designee before the date requested. Administrators may include work performed on a Saturday or Sunday during the school year as one or all of the three days. Administrators may also opt to take three (3) days off in lieu of the three days paid that are indicated as work days during their work year. District Office Administrators must receive approval from the Superintendent or Assistant Superintendent before the date requested.

4.0 Fringe Benefits, Travel

4.1 Effective November 1, 2014 the District will contribute \$1,220.72 towards monthly health premiums for full-time management personnel.

4.2 Domestic Partners Health Benefits

Effective January 1, 2005, the District will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq., registering the domestic partnership. Domestic partners may enroll in the District's medical, dental, and vision plans pursuant to this section only to the extent that the District's carriers provide such coverage. Under current IRS regulations, health benefits provided to domestic partners are taxable to the employee.

4.3 Fully-paid dental insurance (including dependents).

4.4 Fully-paid vision insurance (excluding dependents).

4.5 Waiver of Coverage

Any employee who certifies that the employee has medical coverage through a spouse/domestic partner, or any employee who certifies that the employee's spouse/domestic partner has medical coverage, may elect to waive the employee's and/or spouse's/domestic partner's right to medical coverage paid by the District. The election to waive spousal coverage and/or to waive the employee's own medical coverage must be made once a year during the open enrollment period, and cannot be changed until the next open enrollment period, provided there are no pre-existing conditions at the time of reenrollment.

Any employee who has opted for cash in lieu on or before February 12, 2015 will continue to receive the \$756.00 a month and will be capped at this amount. This payment is taxable. You cannot change your option until the next open enrollment. If you choose to opt out of cash in lieu you will not be able to opt back in. Employees hired after February 12, 2015 will be offered Benefit Coverage provided to OGMA members, but will not be eligible for cash in lieu.

4.6 Errors and omissions insurance coverage is provided for all management personnel.

4.7 In addition to the basic \$10,000 term life insurance available to employees, term life insurance in the amount of \$100,000 for each manager and an additional \$2,500 for the spouse/domestic partner and each eligible dependent, will be paid by the District effective July 1, 1983.

4.8 Effective July 1, 2007, Managers on salary ranges A, B, C, D, E and F(1) shall receive a minimum monthly allowance of \$275 to cover mileage and other job related expenses.

Effective July 1, 2008, Supervisors shall receive a minimum monthly allowance of \$150 to cover mileage and other job related expenses.

4.8.1 Effective July 1, 2005, Managers covered under the State Teachers' Retirement System (STRS) will be paid their monthly mileage allowance through the payroll system which will be included as part of their monthly pay with the appropriate deductions withheld.

4.8.2 Managers covered under the Public Employees' Retirement System (PERS) will be paid their monthly mileage allowance through the accounts payable process payable twice a year as current practice.

4.9 Every other year, each manager may schedule a complete physical examination with a medical clinic and/or physician. The cost of any portion of the medical examination not covered by the employee's insurance plan shall be borne by the District up to a maximum of \$350.

4.10 Effective July 1, 2008, all personnel on the management schedule will receive a monthly stipend of \$60.00 except for high users who will receive \$100 for cell phone usage. High users will be determined at the discretion of the Superintendent.

5.0 Catastrophic Leave Bank

As defined by Education code Section 44043.5, the Governing Board may establish a catastrophic leave program to permit employees represented by the Oak Grove Management Association to donate vacation and sick leave to an OGMA employee when that employee suffers from a catastrophic illness or injury. The Oak Grove Management Association and the District agree to establish the Oak Grove Management Association Catastrophic Leave Bank as part of the OGMA Working Conditions.

5.1 Eligibility

All managers, confidentials, and supervisors who are represented by OGMA, and who have exhausted all applicable sick, differential, and/or vacation leave.

To qualify for Catastrophic Leave, the OGMA member must have suffered an illness or injury that is expected to incapacitate the member for an extended

period of time. Members must donate into the Catastrophic Leave Bank in order to be eligible for consideration. Members who donated during the 2000 – 2001 school year are automatically eligible to request days from the bank beginning with the 2001 – 2002 school year. Any new member who is represented by OGMA and hired into a position after the open enrollment period will be given an opportunity to donate to the bank. The Chairperson of the Catastrophic Leave Committee will be responsible for this information being passed on to new employees.

- 5.2 Catastrophic Leave is not to exceed a cumulative maximum of ninety (90) days per individual or the maximum number of days donated pursuant to this agreement, whichever is less. Catastrophic Leave shall be taken in one (1) full day increments.
- 5.3 Participation in the Catastrophic Leave Bank is voluntary. Employees who wish to participate will be able to donate up to a maximum of six (6) days per year. Three (3) days may come from member's vacation days, and three (3) from the member's accrued sick leave. Members must donate by October 1, 2001 to be eligible to receive contributions. Members who do not join the Bank by October 1, 2001, or within 30 days of Board approval, will have to wait until the next enrollment period of October 1 the following year, and each October 1 from the beginning enrollment date of October 1, 2001.
- 5.4 Days accumulated in the Bank donated in March and April of 2001 that go unused shall carryover to the 2001 – 2002 school year.
- 5.5 Selection/Implementation Process

- 5.5.1 Catastrophic Leave Committee

The established Catastrophic Leave Committee shall consist of three (3) members: The President of OGMA, and a representative of both the other two groups comprising OGMA (If the president is representing management, then a confidential and supervisor must be on the committee). These members shall be appointed at the first general OGMA meeting of each school year.

It is the responsibility of the Committee to administer the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The duties of the Committee are to:

- a. Receive leave requests;
- b. Verify the validity of requests;
- c. Approve or deny requests;
- d. Communicate its decisions to affected employees and the Superintendent;
- e. Solicit donations of sick leave/vacation days from eligible employees as needed.

The President of OGMA, or his/her designee, shall be designated as the Chairperson.

- 5.5.2 The District shall cooperate with the Committee in establishing appropriate record keeping procedures including the total number of accumulated days in the Bank and the names of participating members.

The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

A quorum of the Committee shall consist of two (2) members. Approval of a request shall require a majority vote of the members present at a properly convened meeting of the Committee consisting of a least a quorum.

Members of the Catastrophic Leave Bank Committee may solicit an additional request that is mailed to members if the Bank falls below thirty (30) days or is deemed to be low on the number of days in the bank.

5.6 Application Process

A member desiring Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts which support a need for Catastrophic Leave including verification. The Committee shall review the application and make its decision within a reasonable period of time.

- 5.7 When the Committee determines that the member is eligible for Catastrophic leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of leave are available from the Bank, members in accordance with the procedures outlined may use them. If sufficient days are not available, the Committee may solicit donations of days from eligible members in accordance with this Agreement on the appropriate form approved by OGMA and the district.

If the Committee reasonably believes that the applicant may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the applicant apply for such benefits. If the applicant refuses to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, he/she shall no longer be eligible for days from the Catastrophic Leave Bank for the pending application.

The applicant shall comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by STRS or Social Security, the applicant must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

5.8 Donations to Catastrophic Leave Bank

Participating members may donate a maximum of six (6) days of accrued sick leave and vacation days per year: Three (3) days maximum from vacation days and three (3) days maximum from sick leave. Once made, a donation becomes irrevocable. All contributions are voluntary.

All solicitations for donations to the Bank shall be made by the Committee on the appropriate form (Appendix B) approved by OGMA and the District Business Manager.

5.9 Miscellaneous

Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.

OGMA members using days granted to them from the Bank shall not accrue any other leave provided by the OGMA Working Conditions or by law.

The Catastrophic Leave Bank is subject to appeal to the Catastrophic Leave Bank Committee only, and is not subject to review or appeal under any other procedure.

6.0 Other Management Conditions

6.1 Carry-over of Non-Duty Days

Management personnel may accumulate non-duty days worked from year to year. The number of days carried over into subsequent years may not exceed ten (10) unless approved by the Superintendent. If a manager is required to work on days beyond his/her scheduled work days, these days will be considered work days and will constitute additional carry-over non-duty days. Management personnel who leave the District or retire will be reimbursed for all carry-over days on a per diem basis.

6.2 Professional Development

The District will assume responsibility for providing appropriate professional development essential for management personnel to fulfill changing responsibilities in the performance of their respective positions. Time will be set aside during the work year for this purpose. If an off-site location is made available for this training, the District will cover the cost of this expense.

6.3 Retirement Program

The present program (Article 5.3 and all subsections in the 1993-94 agreement) will remain in effect until June 30, 1996.

Effective July 1, 1996, the program to replace all sections of Article 5.3 will include the following:

6.3.1 Eligibility

After ten (10) years of full time satisfactory service in the Oak Grove School District, five (5) of which were as a manager, and achievement of age fifty (50), a manager will become eligible to participate in the manager's early retirement program for a maximum of five (5) years or until reaching the age of 65 unless extended through mutual agreement between the District and the retiree.

6.3.1.1 Managers selecting to participate in this program shall notify the Human Resources Office six months prior to entering the program and sign an irrevocable resignation.

6.3.2 Benefits

6.3.2.1 Days of service will be compensated for at the rate of \$500 for Managers and \$300 for Supervisors. Days of work will be mutually agreed upon.

6.3.2.1.1 Days of service beyond those in the 1993-96 agreement may be purchased by the District at its discretion at the rate set forth in section 6.3.2.1.

6.3.2.2 The District will continue to pay medical and dental benefits at the same rate at time of retirement and will be capped at the District contribution level as provided at the time of retirement.

6.3.2.3 Compensation will be made monthly and based on the actual day of service. If all required days of service are performed consecutively, payment may be spread over a ten-month period at the discretion of the retiree.

6.3.2.4 A manager may choose not to work the agreed days of service and receive benefits only.

6.4 Retired administrators who do not choose to participate in the District's early retirement program shall be provided the opportunity to purchase health/welfare insurance premiums for themselves and their dependents at the current group rates, providing said employee has served five (5) consecutive years of service prior to retirement. Payment shall be payable to the District one month in advance. An employer-approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

7.0 Duration of Working Conditions

These working conditions shall be effective upon approval of the Board of Trustees. The terms of these conditions will be in force for three years and will be renewed annually on or before January 1 for an additional three years unless modified by the Board of Trustees upon recommendation of the Superintendent.