



Adrian Administrators Association

Agreement between the Board of Education
of the School District of the City of Adrian and
the Adrian Administrator's Association

July 1, 2010 - June 30, 2012

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PREAMBLE

In the operation of the Adrian Public Schools, the Central Administration and the Adrian Administrators will work together as an administrative team. Administrative team members will function in a climate of openness, honesty, and a free exchange of ideas. Every effort will be made to maintain open communication in order to facilitate resolution of problems.

It is recognized that the primary responsibility of the individual Administrator is to support the goals and purposes of the District and to execute at the Administrator's respective level the programs and administrative policies adopted by the Central Administration.

In matters of administrative personnel reductions and building program revision, the Adrian Administrators Association will have prior involvement.

To insure respect for each Administrator and to guarantee authority of each position, the administrative lines of authority will be adhered to in the operation of the school system.

ARTICLE I - RECOGNITION AND DEFINITIONS

A. Recognition of the Association

1. The Adrian Board of Education recognizes the Adrian Administrators Association as the bargaining agent for all classifications as listed herein. No additional classifications will be added to the bargaining unit without mutual consent of the Board and the Association.
2. The Board shall retain the right to reorganize or realign the administrative structure. If reorganization should occur, members affected shall remain members of the bargaining unit unless assigned to Central Office or out of Administration, and all salaries of any new classifications will be negotiated with the Association.
3. Classification:
 - a. High School Principal
 - b. Middle School Principal
 - c. Elementary School Principal
 - d. Assistant High School Principal
 - e. Assistant Middle School Principal
 - f. Director of Athletics
4. In the event of a vacancy within the Association and the placement of an Interim Administrator, the Interim Administrator will not be a member of the Association. The Interim Administrator will be paid in accordance with the Association salary schedule.
5. In the event of responsibility and accountability changes for Association members, the Association and Administration will discuss and reach consensus in resolving the situation.
6. Prior to the implementation of any operational changes within the District, Association members shall be inserviced and fully trained to provide the instruction and leadership required to facilitate an effective transition. The training shall include a discussion of the rationale for the operational change as well as the advantages expected to accompany the change. The critical success factors will be communicated to provide direction.

B. 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 Adrian Public Schools or its designated agents.
2. Association shall mean any member of the Association.
3. Administrator shall mean any member of the Association.
4. In the construction of words used in this collective bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

ARTICLE II - ASSOCIATION LEAVE DAYS

- A. The Association shall be granted up to a total of three (3) days release time per year for use by the Administrators participating in Association activities and conferences. Whenever possible at least one (1) weeks notice will be given.
- B. No more than three (3) Administrators may use Association Leave Days on any given day.

ARTICLE III - MANAGEMENT'S RIGHTS

- A. The Board has the sole responsibility and authority to establish, manage and direct on behalf of the public, all of the operations and activities of the district to the full extent authorized by the law.
- B. The Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of all employees and to other working conditions, provided such rules and policies are not inconsistent with this Agreement or in violation of the law.
- C. The Board retains the right of management and control of school property, facilities, and courses of instruction, athletics and recreation programs, methods of instruction, and materials used for instruction and administration.
- D. The Board retains all rights relative to the selection, assignment, direction, transfer, promotion, demotion, discipline or dismissal of all employees provided such action is not inconsistent with this Agreement or in violation of law.

ARTICLE IV - NO STRIKE CLAUSE

- A. No Administrator or the Association shall participate in or cause any strike, nor shall any Administrator or the Association participate in or cause any work stoppage, nor shall any Administrator refuse to carry out normal work assignments. The Board shall not lock out any Administrator during the term of this Agreement.
- B. In the event of a strike, the Administrator shall continue to perform duties in accordance with provisions of this contract.
- C. In the event of a strike, the Board will provide safe and secure passage to and from the building and a safe and secure area for the Administrator's personal property.
- D. In the event of a strike, the Administrator will not be expected to perform any instructional duties.

ARTICLE V – LABOR MANAGEMENT COMMITTEE

- A. During the life of this Agreement, a Labor-Management Committee will be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches, concepts, programs prior to implementation, and to be updated on the programs, trends, new laws, etc. which could impact the Administrators. Representation may include two (2) Central Office Administrators and one (1) Association representative from each of the following divisions: elementary, middle school, and high school.

ARTICLE VI - ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

A. Open Personnel File

1. Each Administrator shall have the right to review the contents of his/her own personnel file as maintained in the Human Resources Office. If desired by the Administrator, a representative of the Association may be present.
2. Administrators will be provided copies of all materials placed in their files, with the exception of such items as credentials, certificates, etc.
3. Administrators shall have the right to place explanatory notes or letters in their personnel file pertinent to any written or printed materials.

B. Evaluation of Administrators

1. **Philosophy.** The Board and Administrators agree that members of the administrative staff shall be subject to an evaluation process that will result in the achievement of the stated goals and stated objectives of Adrian Public Schools.
2. **Purpose.** The Board and Administrators agree the purpose of the evaluation process is:
 - a. To establish, maintain and improve communication in relation to job performance.
 - b. To ensure that each Administrator is aware of job responsibilities and related performance level expectations.
 - c. To recognize outstanding performance by individuals.
 - d. To maintain, strengthen and improve the level of performance of the administrative staff.
 - e. To identify and assist in the improvement of identified areas.
 - f. To establish mutual goals and monitor the achievement of the stated goals
3. **Evaluation Tool.** The Board will determine the evaluation tool. A copy of the evaluation tool will be provided to the Association prior to its use.
4. **Process.**
 - a. **Provisions for all administrators:**
 1. Evaluations will be completed by July 1.
 2. The evaluation of each member of the Association will be written and presented to the individual during his/her evaluation meeting.
 3. The content of the evaluation is not subject to the grievance procedure.
 4. The evaluated Administrator may attach his/her signed comments to the evaluation document to be placed in the Administrator's personnel file.
 5. Principals will evaluate their Assistant Principals.
 6. The High School Principal will also evaluate the Athletic Director.

- b. Probationary Administrators. The administrator shall be “on probation” during the first two years of employment as an Administrator. The work performance of Probationary Administrators shall be evaluated every year by the Superintendent or designee.

If it is determined for non-arbitrary and non-capricious reasons that the Probationary Administrator is not meeting standards of performance, the Administrator shall be given the reasons at least 90 days prior to that particular Administrator’s last work day of the school year.

The Superintendent may issue a letter of nonrenewal in accordance with Revised School Code Section 380.1229 for Probationary Administrators not meeting standards of performance.

- c. Non-probationary Administrators. The work performance of Administrators shall be formally evaluated in writing every third year by the Superintendent or designee. Administrators will meet annually with the Superintendent or designee to establish and review goals and to discuss performance improvement. An evaluation may take place sooner than the third year with 30 days advance notice.

Should an administrator be rated unsatisfactory for non-arbitrary and non-capricious reasons stated in the Administrator Evaluation Instrument, a performance support plan will be developed in consultation with the administrator, and a one-year contract will be issued. The plan is to be completed on or before April 30 of the following year.

5. Completion of a Performance Support Plan.

- 1. When the Plan is based on “Needs Improvement” rating(s).
 - A. Successful Completion: Completion is successful when the post-Plan Administrator Evaluation finds that the administrator’s activity in the Areas of Performance designated in the Support Plan has attained the level of “Approaches Standards” or “Meets Standards”. This completes the process of the Performance Support Plan.
 - B. Unsuccessful Completion: Completion is unsuccessful when the post-Plan Administrator Evaluation finds that the administrator’s activity in the Areas of Performance designated in the Support Plan has either remained constant, or deteriorated to “Unsatisfactory”.
 - 1. Performance Constant: A follow-up Performance Support Plan is initiated based on the “Needs Improvement” ratings.
 - 2. Performance Improved Partially. In the event that the Performance Support Plan focused on more than one Area of Performance, resulting in improvement in some but not all of the cited Areas, a follow-up Performance Support Plan is initiated for any Areas which “Need Improvement.” In the event that this Performance Support Plan does not lift all ratings above “Needs Improvement,” performance will be considered “Unsatisfactory.”
 - 3. Performance “Unsatisfactory”: This is cause for termination of the Administrator’s employment by the Adrian Public Schools.
- 2. When the Plan is based on “Unsatisfactory” rating(s).
 - A. Successful Completion: Completion is successful when the post-Plan Administrator Evaluation finds that the administrator’s activity in the Areas of Performance designated in the Support Plan has attained the level of “Needs Improvement”, “Approaches Standards” or “Meets Standards”.
 - 1. Performance “Needs Improvement”: Any Areas of Performance which improve to the level of “Needs Improvement” require a follow-up Performance Support Plan.
 - 2. Performance “Approaches Standards” or “Meets Standards”: For any Areas of Performance in the Support Plan which improve to the level of “Approaches Standards” or “Meets Standards”, this completes the process of the Performance Support Plan.

- B. Unsuccessful Completion: Completion is unsuccessful when the post-Plan Administrator Evaluation includes any ratings of “Unsatisfactory”. This is cause for termination of the Administrator’s employment by the Adrian Public Schools.

The Superintendent may issue a letter of nonrenewal in accordance with Revised School Code Section 380.1229 for a Non-probationary Administrator who has not met the requirements for the performance support plan and is again rated unsatisfactory following the expiration of the performance support plan.

C. Staff Selection and Assignment

- 1. Each Building Principal shall have the right to provide a recommendation regarding hiring, transfers and staff assignments within the Administrator's building.
- 2. Each Building Principal shall be involved in the discussion of state and federal funding allocations with regard to philosophy, program, staffing, supplies, and professional development.
- 3. It is recognized that all personnel assignments are subject to Board authority and some may be governed by collective bargaining agreements with other associations.

D. Meeting Agendas

- 1. An agenda for each meeting, requiring the attendance of an Association member, should be prepared and distributed twenty-four (24) hours in advance. An opportunity for agenda item input should be given before a meeting agenda is prepared.

ARTICLE VII - DISCIPLINE OF ADMINISTRATIVE PERSONNEL

A. Citizen Complaints

- 1. The Administrator(s) must have the support of the Board of Education in the face of unfounded, erroneous, or distorted accusations by individuals or special interest groups. The Board recognizes that Administrators necessarily must, on occasions, make decisions that are unpopular with individuals or groups within the School District.
- 2. In order to encourage expeditious resolution of complaints at the building level, the Board agrees that, in the case of a complaint on the part of a citizen regarding an Administrator, or a program or employee the Administrator supervises, that such citizen shall be directed to discuss the matter with the Administrator involved before any action shall be taken.
- 3. If satisfactory resolution is not achieved at the building level, an appeal by the citizen of the Building Administrator's decision may be lodged with the Superintendent. A signed statement, including full particulars, will be filed by the citizen with the appeal. The Superintendent will notify the Administrator within five (5) working days of said appeal.
- 4. Any discussion with the Board regarding complaints against the Administrator will be conducted in accordance with the Open Meetings Act, Act 267 of the Public Acts of 1976.
- 5. No disciplinary action will be taken against any Administrator unless the above procedural protections are followed, except in instances where the Superintendent determines that the problem is serious enough to warrant immediate action, and has notified the Adrian Administrators Association of its intent.

B. Discipline

1. A Non-probationary Administrator will not be disciplined for arbitrary or capricious reasons. A written statement of the cause(s) and action to be taken will be provided to the Administrator involved. A signed copy of the document shall be placed in the Administrator's personnel file. The Administrator shall have the right to place a written response attached to any complaint/reprimand, in the personnel file.
2. Non-renewal of an administrative contract shall not be construed as discipline. (Refer to pg. 10, Article IX)

ARTICLE VIII - GRIEVANCE PROCEDURES

A. Definition

1. A grievance shall mean a complaint by an Administrator, or group of Administrators, or Association in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

B. Procedure

1. Grievances as required herein shall contain the following
 - a. It shall be signed by the grievant or grievants.
 - b. It shall be specific.
 - c. It shall contain a synopsis of the facts giving rise to the alleged violations.
 - d. It shall cite the Section or Subsections of this contract alleged to have been violated.
 - e. It shall contain the date of the alleged violation.
 - f. It shall specify the relief requested.
2. An Administrator alleging a violation of the express provisions of this contract shall discuss the written grievance with the Superintendent or designee in an attempt to resolve same. The Superintendent, or designee, will respond, in writing, within five (5) work days of the discussion.
3. If the decision is unsatisfactory to the grievant or the Association, the grievant or the Association may appeal same to the Board of Education with the officer of the Board in charge of drawing up the agenda for the Board's meetings. The Board shall schedule a meeting to hear the matter not more than thirty (30) days from the appeal.
4. Within ten (10) working days from the hearing of the grievance the Board shall render its decision in writing.

ARTICLE IX - CONTRACT ADMINISTRATION

A. Nonrenewal

1. Notification of nonrenewal of contract may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of nonrenewal unless the Administrator has been provided with not less than ninety (90) days advance notice, prior to the Administrator's contract termination date, that the Board is considering the nonrenewal, together with a written statement specifying the reasons.
2. After the issuance of the written statement, but at least sixty (60) days before the administrator's contract termination date, the Administrator shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The contract is renewed for an additional one (1) year period if written notification is not received.
3. The meeting shall be open to the public or a closed session as the Administrator elects under Section 8 of Act No. 267 of the Public Acts of 1976, being Section 15.268 of the Michigan compiled Laws.
4. The failure to provide for a meeting with the Board or the finding that the reason for nonrenewal is arbitrary or capricious shall result in the renewal of the Administrator's contract for an additional one (1) year period.

B. Vacancies, Transfers, Promotions, and Assignments

1. An Administrator may apply for any vacant position at any time. Requests by an Administrator to be transferred to a different position in the same classification or to a different classification shall be made in writing, a copy of which shall be filed with the Human Resources Office and one (1) copy filed with the Association. The application shall set forth the reasons for transfer, the position sought, and the applicant's qualifications. Applications will be kept on file and given due consideration should such a vacancy occur either during the school year or during the summer.
2. Whenever an opening within the bargaining unit for the coming school year arises by virtue of a newly created or vacated position, or whenever any opening in a supervisory or administrative position in the District arises, the District shall publicize the same by providing for posting in every school building. No such opening shall be filled, except in case of emergency, until such opening shall have been posted for at least ten (10) school days provided, however, that any such vacancy which occurs between June 15 and the beginning of the next school year shall not be posted but rather, notification shall be sent to the President of the Association.
3. Should a member(s) of the AAA request an assignment/classification change and the Board agrees with the request, the position(s) in question does not have to be posted as noted in Section B-2. until all requested transfers and internal assignments are completed.
4. The Administrator shall be notified by February 1 of his/her tentative assignment for the coming year absent extenuating circumstances, i.e. unforeseen vacancies.

C. Layoff

1. The Board has the discretion to reduce educational programs, revise curriculum, and/or reduce administrative staff. The Board will communicate these changes to the Association prior to a recommendation for Board approval. After a decision has been rendered, Administrators for whom no administrative positions are available shall be laid off from the administrative bargaining unit on the basis of their qualifications and administrative seniority within their

respective divisions, i.e., elementary, secondary, and directors.

The process of layoff shall be as follows:

- a. The district determines the specific division where the layoff will occur.
- b. Administrators who have served in more than one division shall carry their total system administrative service as seniority within the division in which they are serving.
- c. Administrators within each division, i.e. elementary, secondary, directors, will be ranked in order of their administrative seniority within the division, i.e. the most senior through the least senior.
- d. It is understood that an assistant principal cannot "displace" a building principal, nor can a director "displace" an assistant principal or principal.
- e. Should two or more Administrators be ranked the same, then qualifications of the Administrator shall be the determining factor in which the Administrator is laid off.

Qualifications as used in this section may be used as follows:

The number of years of administrative experience in Adrian Public Schools, the overall number of years of teaching, supervisory, or administrative experience in area of the assignment, and advanced hours/degree(s) beyond the MA in Educational Leadership in an approved institution.

2. Administrative assignments such as Director of Athletics and Director of State and Federal Programs shall be considered independently.
3. Placement on the teachers' salary scale will reflect total system-wide (teaching and administrative) experience.

D. Recall

1. An Administrator previously displaced due to reduction in staff will be recalled to any vacant bargaining unit position within the Administrator's division in accordance with the Administrator's seniority, qualifications, and supervisory experience.
2. An Administrator previously displaced due to reduction in staff will be recalled to any other vacant bargaining unit position outside its division providing the Administrator is qualified for the position and no other displaced member of that division applies for the job.
3. An Administrator will remain on the recall list for five (5) years.

E. Voluntary Transfers

When an Administrator voluntarily desires to be returned to the teacher bargaining unit, the Administrator shall be considered for a vacancy based upon the Administrator's certification and experience within the Adrian Public School District, in accordance with provisions of the Master Agreement between the Adrian Education Association and the Board of Education, providing the Administrator is presently on the approved AEA seniority list for that specific year.

F. Involuntary Transfers

An Administrator who is involuntarily transferred (re-assigned) to a classroom position for which the Administrator has tenure shall maintain the recall rights as defined by the AAA contract regarding Layoff and Recall.

G. Contract Duration

1. Probationary Administrators shall be issued a one (1) year contract. During the first two (2) years of employment as an Administrator, he/she is considered to be on probation.
2. All Administrators hired on or after October 1, 1999 shall be issued a one (1) year non-probationary contract after successfully completing their two (2) year probationary status. This contract is renewable yearly.

All Administrators hired before October 1, 1999 shall be issued a two (2) year non-probationary contract. This contract is renewable yearly.

H. Interim Assignments

An individual assigned to a temporary or interim administrative position for one (1) semester or longer shall receive compensation for that position.

I. Multiple Building Assignments

The decision to assign an individual to multiple buildings would be discussed with the labor management committee prior to the assignment.

An individual may be voluntarily assigned to multiple buildings on a temporary basis, not to exceed sixty (60) days. Every effort will be made to fill the vacancy as soon as possible.

J. Seniority Rights

A bargaining unit member shall lose seniority rights if the Administrator resigns, retires, is discharged for just cause or non-renewed.

K. Non-Tenure Position

It is understood and agreed that this contract does not confer tenure upon the Administrator in the Administrator's administrative position.

ARTICLE X - BENEFITS

A. Medical Insurance

Each Administrator may select Plan A, Plan B or Plan C. It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a comparable level. Summary plan descriptions are available upon request. It is agreed between the parties that the employees will pay a monthly cost share towards the annual premiums from 1/1/11 through 6/30/12. Single coverage monthly cost share of \$25, Two-person monthly cost share of \$50, and Full Family monthly cost share of \$65.

Plan A

- Health Insurance-*** The Board agrees to pay the premium for family coverage. (\$100/200 Deductible, \$10/\$20/\$40 co-pays and 2X mail order for prescriptions).
- Dental Insurance -*** The Board agrees to pay the premium for family coverage with an orthodontic rider. (100% preventative services, 20% co-pay, \$1,000 annual dental maximum, \$1,300 lifetime orthodontic maximum.)
- Vision Insurance -*** The Board agrees to pay the premium for family coverage. (Benefits using a preferred provider: vision exam cost \$6.50 to employee, frames \$65.00 is covered, lenses cost \$18 to employee with lense extras covered in full, contact lenses \$90 is covered +20% off balance).
- Life Insurance -*** The Board agrees to pay the premium for term life insurance in the amount of Twenty Thousand (\$20,000) Dollars.

Plan B

- Cash in Lieu -*** Administrators eligible for, but not electing Plan A or Plan C may elect to receive a cash payment in the amount of \$150.00 per month in lieu of health insurance.
- Dental Insurance -*** The Board agrees to pay the premium for full family dental insurance with an orthodontic rider. (100% preventative services, 20% co-pay, \$1,000 annual dental maximum, \$1,300 lifetime orthodontic maximum.)
- Vision Insurance -*** The Board agrees to pay the premium for family coverage. (Benefits using a preferred provider: vision exam cost \$6.50 to employee, frames \$65.00 is covered, lenses cost \$18 to employee with lense extras covered in full, contact lenses \$90 is covered +20% off balance).
- Life Insurance -*** The Board agrees to pay the premium for term life insurance in the amount of Forty Thousand (\$40,000) Dollars.

Plan C

- Cash In Lieu -*** Administrators eligible for, but not electing Plan A or Plan B may elect to receive a cash payment in the amount of \$300.00 per month in lieu of health insurance.
- Life Insurance -*** The Board agrees to pay the premium for term life insurance in the amount of Five Thousand (\$5,000.00) Dollars.

B. Life Insurance and Accidental Death and Dismemberment Insurance

The Board agrees to provide the full premium for life insurance equal to one times the Administrators annual salary rounded to the next thousand and accidental death and dismemberment equal to one times the Administrator's annual salary.

C. Additional Life Insurance

Each Administrator may, at his/her option, purchase additional life insurance. This shall be paid through payroll deduction.

D. Long Term Disability Insurance

The Board agrees to provide the (FULL) premium for long term disability insurance. The plan covers the following:

1. Minimum 90 day wait.
2. 66.7% of monthly salary up to a maximum of \$7,000.00 per month including any benefits received from primary and family social security, worker's compensation or any other employer-sponsored plan including benefits received under MPSERF insurance.
3. If an employee elects to pay optional short term or long term disability premiums, then the employee may chose to have all or part of their accumulated leave time frozen while they are receiving short term or long term disability benefits.

E. Liability Insurance

The Board will provide liability insurance which covers each Administrator during the time he/she is employed by the Board and acting in that capacity. Insurance protection shall be limited by the terms and conditions of the insurance policy. Insurance coverage descriptions are available upon request.

F. Tax Sheltered Annuity

The Board will provide the opportunity to participate in a tax sheltered annuity program subject to the terms of the annuity plan. This shall be paid through payroll deduction.

G. Retirement

The Board will participate in the State of Michigan Retirement System for all employees covered under this Agreement.

ARTICLE XI - WORKERS COMPENSATION

If an Administrator is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one (1) of the following options:

- Option 1.** The benefit for which he/she is eligible under the Michigan Worker's Compensation Act with no deduction from sick leave days.
- Option 2.** The benefit for which he/she is eligible under the Michigan Worker's Compensation Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a pro-rated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XII - JURY DUTY/COURT APPEARANCE

The Board encourages employees to accept and discharge their civic responsibility when called upon for jury duty or as a summoned witness. An Administrator summoned for jury duty or a court appearance shall notify the Superintendent or designee immediately. The Board will pay full salary benefits for Association members selected for jury duty or to appear as a witness.

ARTICLE XIII - BEREAVEMENT/FUNERAL LEAVE

The Board recognizes employees will need time off work to arrange for and/or attend funerals for immediate family. Up to five (5) days may be taken by Association members to arrange for and/or attend the funeral of an immediate family member.

Association members may take one (1) day to attend a funeral for a non-family member.

ARTICLE XIV - INCLEMENT WEATHER

On inclement weather days when schools are closed, an administrator is expected to report to work at the customary time, to assist with any issues that might occur on these days. An administrator may leave at noon.

If an administrator is unable to report to work, he/she must contact the Superintendent or designee, as early as possible. An administrator will be required to use a ½ personal day.

ARTICLE XV - ATHLETIC PASS

Association members may attend all home athletic events, except MHSAA sponsored events, at no cost. A picture ID must be presented for entrance.

ARTICLE XVI - PERSONAL EMERGENCY/BUSINESS DAYS AND SICK LEAVE

A. Personal Emergency/Business Days

1. Three (3) Personal Emergency/Business days may be used per year
2. An additional three (3) Personal Emergency/Business Days may be drawn from the Administrator's accumulated Sick Leave Bank with approval of Human Resources.
3. After June 30th any unused Personal Emergency/Business Days will convert to Sick Leave days.

B. Sick Leave

1. Sick Leave is earned at the rate of ten (10) days per year for 42 week Administrators and eleven (11) days per year for 46 week Administrators. Unused Sick Leave may accumulate to a maximum equal to the Administrator's yearly work calendar.
2. The Board shall compensate the Administrator Fifty (\$50.00) Dollars per day for Sick Leave Days that accumulate beyond the maximum allowable limit as designated by the Administrator's yearly work calendar. This reimbursement will be paid one lump sum payment in July of each year.

3. At the time of retirement if an Administrator qualifies for retirement under the provisions of the Michigan Employment Retirement Act, he/she shall be paid Fifty (\$50.00) Dollars per day for each Sick Leave Day accrued. This accumulation is limited to the Administrator's yearly work calendar.

When an Administrator retires from the District, the Administrator is required to participate in a Special Pay Deferral Plan for payments of the following:

- a) Accumulated sick leave or personal days

A Special Pay Deferral Plan utilizes the tax law to eliminate the defined taxes for both the employee and the employer. (Appendix A).

4. After ten (10) years of administrative service, or twenty (20) years of service to the District, if an Administrator leaves the District, he/she shall receive Fifty (\$50.00) Dollars per day for each Sick Leave Day accrued. This accumulation is limited to the Administrator's yearly work calendar.
5. In the event the Administrator dies, the Administrator's legal spouse or dependent(s) shall receive Fifty (\$50.00) Dollars for all accumulated Sick Leave Days accumulated at the time of the Administrator's death.

C. Flex Time

There will be occasions when administrators will be expected to attend conferences, workshops and/or professional development activities (including district directed committee work) at times other than during their contractual work year. The District agrees to allow members to "flex" some of their contractual workdays to allow attendance at conferences, workshops and/or professional development activities (including district directed committee work) on days administrators are not contracted to work. The following guidelines will govern the use of "flex time".

1. Flex time will be allowed for workshops, conferences, professional development activities (including district directed committee work) at which the superintendent expects the attendance of the administrator.
2. All arrangements for Flex time must be made with the superintendent in advance of the activity, on a Flex Time Request Form.
3. Administrators attending the activities mentioned in number one (1) above, at the request of the superintendent, will be allowed the flexibility to exchange the professional development day with a contracted work day. Flex time cannot be used before or after a holiday or consecutively, unless there are extenuating circumstances.
4. Flex time earned by the administrator must be used within the fiscal year it is earned.

ARTICLE XVII - LONG TERM DISABILITY LEAVE

In the event an Association member on sick leave, paid or unpaid, becomes eligible to receive long term disability benefits, the Board will continue Plan A, Plan B or Plan C benefits under Article IX Benefits for eighteen (18) months from date of qualifying event.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

The District encourages professional growth among its Administrators. A Professional Development Committee will consist of three (3) members of the Adrian Administrators Association, one (1) representative from each division: elementary, middle school, and high school, and the Superintendent and/or designee.

A. District Professional Development

The Professional Development Committee will be responsible for planning the professional development for the District's Administrators.

B. Professional Organizations

The District will support Administrators' affiliation with their professional organizations by paying membership dues for national, state and/or local dues subject to approval of the Superintendent or designee.

C. Conference Attendance

The Board recognizes the importance of state and national conferences and school visitation, and agrees to pay approved expenses incurred by Administrators while attending approved conferences and visitations. The Board will, within budget constraints, work cooperatively with the Association in allocating funds for this purpose.

D. Professional Education

The Board agrees to allocate Seven Thousand (\$7,000.00) Dollars for the purpose of providing funds for professional growth opportunities and/or requirements, including but not limited to college courses or conferences. The Administrator shall apply through the Superintendent or designee and the Professional Development Committee for reimbursement of tuition fees, materials, etc. Mileage is not reimbursable.

ARTICLE XIX - ADMINISTRATIVE PROFESSIONAL WORK CALENDAR

A. Professional Work Calendar

1. Administrators will work according to the negotiated teacher work calendar with the exception of:
 - a. Directors, Elementary Principals and all Assistant Principals will work an additional two weeks before the negotiated teacher calendar and two weeks after the negotiated teacher calendar.
 - b. Middle and High School Principals' work calendars will begin August 1st and end June 30th.

High School Principal -----	46 weeks
Middle School Principal-----	46 weeks
Elementary Principal-----	42 weeks
High School Assistant Principal-----	42 weeks
Middle School Assistant Principal-----	42 weeks
Athletic Director-----	42 weeks

- c. With a supervisor's approval, the last work week of an administrator's contract may be treated as flex time to be worked during the summer.
2. In the event of an extended school year resulting from, but not limited to, an employee strike or work slow down, weather conditions, unscheduled delays, severe storms, fires, epidemics, health conditions or an Act of God, the Administrators shall continue to perform all duties in accordance with the provisions of this contract without additional compensation.
3. In addition, it is acknowledged by the Association that to be periodically available (without pay) for consultation during times when work is not scheduled is a professional responsibility and a reasonable expectation of Association members.
4. It is also acknowledged by the Superintendent that proper notification in planning periodic meetings is a consideration and responsibility of that office.

B. Hours of Work

In order to obtain efficiency in the operation of the District's schools, and to provide the best possible educational program to the pupils served thereby, it is essential for Administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, on some occasions, involve work outside of the school building and frequently outside the regular school day. The professional discretion of the Superintendent in scheduling hours of work will be respected insofar as such discretion is reasonable and consistent with school programs and the aims aforesated.

ARTICLE XX - ADMINISTRATIVE SALARY SCHEDULE

A. Salary Schedule

The 2010-2011 salary schedule:

Position	Step 1	Step 2	Step 3	Step 4	Step 5
*H.S. Principal	94,311.10	95,067.60	96,591.13	98,135.66	99,648.67
*M.S. Principal	88,217.03	90,497.05	92,031.08	93,554.59	94,311.10
*Elem Principal	81,986.36	84,087.76	85,453.68	85,937.00	88,217.03
**H.S. Ass't. Principal	73,825.56	75,926.96	78,508.53	79,905.97	81,986.36
**M.S. Ass't. Principal	73,825.56	75,926.96	78,508.53	79,905.97	81,986.36
**Athletic Director	73,825.56	75,926.96	78,508.53	79,905.97	81,986.36

**Any movement to HS, MS, or EL Principal classifications will begin 2 steps lower on the scale.*

***Any movement within these classifications will remain on the current step and continue the progression. If a principal position is accepted by an Asst. Principal or Athletic Director, the placement will be on Step 1.*

B. Recognition of Education

The Board will recognize advanced coursework as follows:

1. An Administrator with a MA + 15 will receive an additional One Thousand (\$1,000.00) Dollars added to his/her base salary.
2. An Administrator with a Specialist will receive an additional One Thousand Five Hundred (\$1,500.00) Dollars added to his/her base salary.
3. An Administrator with a PhD or EdD will receive an additional Two Thousand (\$2,000.00) Dollars added to his/her base salary.

C. Longevity

1. The Board will provide longevity payment for years of administrative service to the district as follows:
 - a. At the beginning of the 11th, 12th, 13th, 14th, 15th year Seven Hundred (\$700.00) Dollars.
 - b. At the beginning of the 16th, 17th, 18th, 19th, 20th year - an additional Eight Hundred (\$800.00) Dollars.
 - c. At the beginning of the 21st, 22nd, 23rd, 24th, 25th year - an additional Nine Hundred (\$900.00) Dollars.
 - d. At the beginning of the 26th, 27th, 28th, 29th, 30th - an additional One Thousand (\$1,000.00) Dollars

D. Multiple Building Assignment

An Administrator who is voluntarily assigned more than one (1) K-12 building shall receive a per diem rate equal to 25% of their per diem rate of their current assignment, per additional building assigned. The administrator will also receive the highest rate of mileage reimbursement at \$400.00.

E. Emotionally Impaired Classroom

Each Administrator (Principal and Assistant Principal, if applicable) who is assigned to a building with an EI classroom shall receive Six Hundred (\$600.00) Dollars per year.

F. Summer School Program

The Summer School Director positions (K-4, 5-8, 9-12) shall be filled by members of the administrative staff. Summer School will begin at a time mutually agreeable to the Director and the Board, not to exceed thirty-four (34) days in total. The Summer School Director(s) will be compensated at \$100.00 per diem rate within their work calendar and \$200.00 per diem rate outside of their work calendar. A \$500.00 stipend will be paid for working with a summer school intern.

G. Position Vacancy

In the event that a principal or assistant principal position is vacant beyond five (5) weeks, additional compensation will be paid to the affected administrator at the rate of 25% of their salary, retroactive to the date of the vacancy. If more than one individual is assisting with the vacancy, they will share the additional compensation.

H. Curricular Coordination

At the sole discretion of the Superintendent, stipends may be awarded for district curricular subject area coordination in the core subject areas including PE/Health. The stipends are:

K-6	Math, Language Arts, Social Studies, Science	\$1,500
7-12	Math, Language Arts, Social Studies, Science	\$1,500
K-12	Physical Education/Health	\$1,500
	Special Projects - Discussion at Labor Management	\$1,500

ARTICLE XXI – AUTOMOBILE AND CELL PHONE USAGE

Payment for in-district automobile usage shall be as follows, payable at the beginning of each school year or the Administrator may choose to submit actual mileage for reimbursement.:

- 1. High School Principal-----\$350.00
- 2. Middle School Principal-----\$350.00
- 3. Assistant High School Principal -----\$300.00
- 4. Assistant Middle School Principal -----\$300.00
- 5. Elementary Principal -----\$300.00
- 6. Director of Athletics -----\$400.00

Payment for cell phone usage on a personal cell phone plan will be in the form of an annual stipend. Should the administrator choose not to take the annual stipend, a cell phone will be provided by the District. For those currently under a two-year contract through the District, you may need to complete this requirement before he/she is eligible for a stipend.

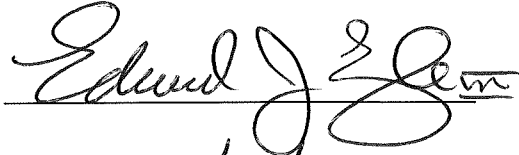
Administrative Cell Phone Stipend ----- \$240.00

ARTICLE XXII - EFFECTIVE DATES OF CONTRACT

A. Duration of Agreement


- 1. This Agreement shall be effective July 1, 2010 and shall remain in effect until June 30, 2012. A wage re-opener will occur for the 2011-12 year.
- 2. This Agreement may be amended at any time by the mutual written agreement of both parties. It is understood that any amendments agreed upon shall be reduced to writing and distributed by the Board to all members of the bargaining unit.
- 3. Should no new Agreement have been reached by June 30, 2012, the entire Agreement will remain in effect until a new Agreement is ratified. This Agreement supercedes all other individual contracts with the Adrian Administrators Association.

ADRIAN PUBLIC SCHOOLS



6/6/11
Date

**ADRIAN ADMINISTRATORS
ASSOCIATION**



6/3/11 6-3-11
Date

Appendix A

Special Pay Deferral Plan

The amounts payable under the Special Pay Deferral Plan shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA-FS, except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.

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