



BRIGHTON AREA SCHOOLS
ADMINISTRATORS' ASSOCIATION
HANDBOOK

July 1, 2003 - June 30, 2005

**BRIGHTON AREA SCHOOLS ADMINISTRATORS' ASSOCIATION
HANDBOOK**

SECTION 1 PURPOSE

The purpose of this handbook is to provide a general overview of the terms and conditions of employment of individuals in positions who are subject to its terms. Employees will additionally be issued individual contracts as referenced in Section 3 below that will be made subject to the terms and conditions of this handbook.

The handbook is adopted by the Board of Education. The Board of Education from time to time may amend this handbook. No amendments will be made without consultation with the Association through the Office of Human Resources.

SECTION 2 DEFINITIONS AND COVERED POSITIONS

- A. The term "employee" or "administrator" when used hereinafter shall refer to all employees in positions covered by the terms of this handbook and references to the masculine gender shall include the female gender.

The term "Association" refers to the Brighton Area Schools Administrators Association (BASAA). The Association is a representative group of the administrative team members covered by this handbook and is not a labor organization within the meaning of the Public Employment Relations Act.

The term "District" refers to the Brighton Area Schools Board of Education, the Superintendent or Assistant Superintendents.

- B. The positions covered by the handbook include the High School Principal, High School Assistant Principals, Director of Athletics, Middle School Principals, Middle School Assistant Principals, Elementary Principals, Director of Instruction, Director of Community Education, Director of Recreation, Director of Accounting, Director of Student Nutrition, Director of Transportation, and Director of Technology.

Individuals employed in an interim, temporary or contracted capacities are not covered by the handbook.

- C. The addition of any positions to this group will be reviewed with representatives of BASAA before any action is taken.

SECTION 3 INDIVIDUAL CONTRACTS

- A. 1. The District shall be entitled to terminate an individual contract for just or reasonable cause.
2. Before an administrator's contract is terminated or there is a change in status of an administrator, the Board shall offer reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action. The affected administrator may request a representative of their choosing to be present at each level of due process as outlined in the following:
- a. Conferences shall be held between the administrator and the Superintendent. During the conference, the inadequacies and remedies will be clearly identified and reduced to writing if the affected administrator so requests.
 - b. If the problem continues, a formal warning shall be issued to the administrator in writing, containing the specific inadequacies with appropriate timelines for correcting the inadequacies as determined by the Superintendent and agreed to by the administrator.
 - c. If the problem still persists, a formal review of the administrator's performance shall be completed and presented to the affected administrator at a subsequent conference.
 - d. In the event a decision is made to terminate the administrator during the term of an individual contract, the administrator shall be entitled to written notice of the charges and an opportunity for a hearing, in open or closed session at the administrator's choosing, before the Board of Education.
- B. Individual employment contracts shall be for a duration of two (2) years and shall expire on June 30. Each year, extension of individual contracts will be considered and assuming the employee's performance is satisfactory, the contract will be extended for an additional year.

The standards for termination of an individual contract set forth in paragraph A above, shall not be applicable to non-renewal of an individual employment contract. By operation of law, the non-renewal of employees will not be done for reasons that are arbitrary or capricious.

Notice of non-renewal will be given at least sixty (60) days prior to the end of the employee's individual contract.

- C. In addition to those reasons set forth in this handbook, the District reserves the right to terminate an individual employment contract if the employee fails to continue to meet the certification and/or licensure requirements established for the position by the State of Michigan or the District.
- D. Employees with teacher or administrative certification shall not acquire continuing tenure as an administrator in such capacity, but may acquire continuing tenure as a classroom teacher to the extent afforded by law.

Failure of the Board of Education to re-employ such employees in any position other than as a classroom teacher shall not be deemed to be a demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.

- E. If such an employee is assigned additional duties other than as an active classroom teacher or administrator, whether or not for additional pay, the employee shall not acquire tenure under the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended, for such extra duties.

SECTION 4 EVALUATION OF PERFORMANCE

- A. The Superintendent or his/her designee shall have an evaluation conference at least once a year with each employee. A Personal Professional Growth Plan will be completed by the Administrator and reviewed with the Superintendent or his/her designee.
- B. It will be the responsibility of the Superintendent or his/her designee to include in the plan, any areas needing improvement along with a time table within which the improvements are to be made.
- C. Based on the nature of the deficiency(s), the employee will be given a reasonable period of time to address the areas needing improvement.

SECTION 5 LAYOFF/RECALL

- A. In the event the District for any reason determines to reduce the size of the administrative staff, the administrator is subject to termination upon written notice. The determination as to the number of positions and which positions are to be reduced is determined by the District. The Superintendent or his/her designee will consult with the Association prior to any final determinations being recommended to the Board.

When layoff of employees within affected classifications is necessitated, where it has been determined by the District that the qualifications of individuals effected

by layoff are equal, consideration will be given to the employee(s) length of service to the District.

With the exception of the High School Assistant Principals and Middle School Assistant Principals, classification for purposes of this Section shall refer to the individual job titles set forth in Appendix A. High School and Middle School Assistant Principals will be considered as a single classification for purposes of this paragraph.

- B. Access to teaching positions for employees on layoff from an administrative assignment shall be subject to the provisions of the Master Agreement with the Brighton Education Association and State law.
- C. If an administrative position is reinstated or created, employees on layoff will be considered for the vacancy provided they are certified and qualified for the position.

SECTION 6 VACANCIES

- A. With the exception of interim and temporary vacancies, vacancies in positions covered by this handbook will be posted and recorded on the job placement line through the Office of Human Resources. The Superintendent or his/her designee will consult with the Association regarding the duties/responsibilities and compensation for the position.
- B. The Assistant Superintendent for Human Resources will appoint an advisory committee to assist in screening and interviewing the applicants and making a recommendation to the Superintendent.

The composition of the committee may vary depending upon the vacancy. In general, a representative of the level or department in which the vacancy exists will serve on the committee.

SECTION 7 PROBLEM SOLVING PROCESS

- A. Any incident concerning an alleged misinterpretation or misapplication of the provisions of this handbook will be expressed informally to the Assistant Superintendent for Human Resources within ten (10) calendar days of the event leading to the incident or knowledge of the incident.

The informal communication will include the section(s) claimed to have been violated and a statement of the facts giving rise to the complaint.

- B. In the event the informal discussion(s) do not produce resolution of the complaint, the Assistant Superintendent will schedule a meeting for the purpose of reviewing the complaint and will render a decision in writing within five (5) working days of the meeting.
- C. If the complaining party is not satisfied with the disposition of the Assistant Superintendent for Human Resources, the complaint may be forwarded in writing within five (5) working days of receipt of the disposition to the Superintendent.
- D. The timelines set forth herein may be extended by mutual agreement of the parties.

SECTION 8 PAID LEAVE DAYS AND UNPAID LEAVES

- A. Employees scheduled to work two hundred and sixty (260) works days per year will be credited with fifteen (15) leave days. Employees scheduled to work less than two hundred and sixty (260) work days will be credited with fourteen (14) days. Leave days will be credited at the beginning of the year and unused days may accumulate to a maximum of one hundred twenty (120) days. Payment for days which are credited and used will be subject to repayment through payroll deduction as provided in Section 9 (B) or through other means in the event of a change in employment status (i.e. a resignation at mid-year where all the credited days were used).
- B. Accumulated leave days may be utilized for the following reasons:
 - 1. Illness of the employee.
 - 2. Personal business (The Superintendent may authorize more than two consecutive days for personal business). The uses of such day(s) are restricted to conducting activities, which cannot be scheduled outside of working hours.
 - 3. In the event an administrator will be absent from the building due to personal illness or personal business, they are to notify the Office of Human Resources.
 - 4. Illness of the employee's spouse or child. Extended absences under this provision require the approval of the Superintendent or his/her designee.
 - 5. Additional day(s) may be granted under paragraph B (2) at the discretion of the Superintendent or his/her designee. The granting of such days will be on a case-by-case basis and shall not be deemed precedent setting.

- 6. In the event an employee is absent from work due to a compensable injury under the Workers Compensation Act, the employee's individual paid leave day accumulation will be deducted on a prorated basis to the extent permitted by law to offset the differences between the regular daily salary and the amount provided under the Act. Once the employee's individual sick leave is exhausted, the employee will only be afforded those benefits provided under the Act.
- C. Employees will be provided up to five (5) leave days for each instance of death in the immediate family. Immediate family will be defined as spouse, child, parents, brother, sister, step relatives, in-laws, grandchildren, grandparents, and other relations.
- D. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.
- E. The District reserves the right to direct an employee to supply a doctor's verification or other information to verify the reason for an absence.

The District reserves the right to send the employee to a District-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service.

- F.
 - 1. An employee who is ill or disabled (including Workers Compensation) exhausted his/her accumulated sick leave, may be granted an unpaid leave for a period up to six (6) months from the last day the employee used a sick leave day. The employee must make application in writing to the Superintendent or his/her designee, said application must be accompanied by a physician's or other appropriate licensed professional statement indicating the nature of the illness or disability and the anticipated date of return.
 - 2. To the extent authorized by law, paid leave time may be required to be used and will be counted for purposes of computing unpaid leave time available under the Family Medical Leave Act.
- G. Two hundred and sixty (260) day administrators shall be entitled to 20 vacation days and the following holidays:

Friday before Labor Day	Day after Christmas
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Fourth of July

Administrators working two hundred sixty (260) days may carryover five (5) vacation days with the Superintendent's approval. Additionally, they may accumulate a maximum of twenty (20) vacations days for which they will be paid should they terminate employment with the District.

Payment for days, which are credited and used, will be subject to repayment through payroll deduction or through other means in the event of a change in employment status (i.e. a resignation at mid-year where all the credited days were used).

SECTION 9 MISCELLANEOUS

- A. If any provisions of the handbook or any application of the handbook to any employee shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- B. Any overpayment in relationship to wages, benefits, sick leave or insurance premiums in excess of the Districts contribution under this Agreement will be subject to payroll deduction as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.
- C. Subject to receiving prior approval from the Superintendent, any employee who enrolls in a course related to his/her assigned responsibilities at an accredited college or university shall receive full reimbursement from the District for his/her tuition expenses upon the successful completion of such course.

Any employee enrolling in a course at the request or direction of the District will receive full reimbursement from the District for his/her tuition, books, meals, lodging and transportation expenses upon the successful completion of such course.

- D. Any employee may apply for approval for payment of dues to become or renew membership in a professional education or service industry organization related to his/her position within the District.

SECTION 10 COMPENSATION AND RELATED ISSUES

- A. The salary and length of work year are established in Appendix A.

The salaries in Appendix A are based upon the number of work days subject to the following:

1. Any Employee who works less than a full contract year or who changes

positions, will have his/her salary adjusted accordingly.

- 2. Absent mutual agreement with the current employee in a position, the work year will not be reduced in length.

In the event an employee's work year is increased, the salary will be adjusted upward according to the number of increased days.

- 3. In the event of a vacancy, the District reserves the right to adjust the length of the work year for that position.

- B. The distribution of work days will be subject to annual review of the Superintendent or his/her designee. The distribution of days will incorporate all student instructional days.
- C. Employees may select from payroll schedule and direct deposit options made available through the Business Office.
- D. Newly hired Employees will be given salary increments each year until they reach the maximum salary for their position.
- E. Employees who have been employed by the District for at least ten (10) years since the employee's last date of hire, will receive a terminal payment in an amount of 2/3 of one (1) percent of the employee's salary for each year of service following resignation from employment. This payment will not be afforded to employees who are terminated under the terms of Section 3 (A) of the handbook.
- F. Employees shall receive one (1) percent of his/her base salary to be used for tax-sheltered annuities and/or available fixed or variable insurance options. Annual statements will be issued to all administrators regarding their annuity contributions.
- G. Additional Hours: An allowance for graduate hours and degrees beyond the master's degree from an accredited college will be paid at the following annual rate:

Ed. Specialist.....	\$1500
PhD, EDD, JD, or LLD.....	\$2000

BASAA administrative positions not requiring a master's degree will be paid at the following rate:

BA, BS.....	\$500
Masters.....	\$1000

Compensation for "Additional Hours" will be paid annually by December 1st of each year.

- H. Longevity: Longevity will be paid to BASAA members according to the following schedule:

10 years of service.....	\$1000
15 years of service.....	\$1500
20 years of service.....	\$1800

Longevity will be paid prior to June 15th of each year.

SECTION 11 INSURANCE

- A. The District reserves the right to select or change insurance administrators and/or underwriters and to establish a qualified cafeteria plan. In the event of a change in insurance administrators and/or underwriters, comparable coverage to the plans in place during the 1996/1997 fiscal year will be maintained.
- B. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters.
- C. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements by the insurance administrators or underwriters. In the event the employee or eligible dependent(s) are denied coverage, the District shall have no liability.
- D. The District's sole responsibility under this Section is to pay insurance premiums on behalf of eligible employees and their eligible dependents that fall within the eligibility criteria for two-party and full-family coverage.
- E. Employees not wishing health insurance through the school may apply the equivalent of MESSA Supercare 1 single subscriber premium (minimum of \$150/month) toward variable options and/or T.S.A. If a husband and wife are employed by Brighton Area Schools, they will be eligible for enrollment in Plan A and Plan B.
- F. Employees may choose Plan A or Plan B as set forth below:

Plan A -- For employees electing hospitalization insurance

SUPERCARE 1	
Prescription Copay -	\$5 for generic/\$10 brand name
Deductible -	\$100 for single/\$200 two-person and full-family

Long-Term Disability - 66 2/3%; \$3000 maximum; 90 calendar days
 Modified fill; freeze on offsets.
 Delta Dental - 80/80/50; \$1000
 Negotiated Life - \$55,000 AD&D
 Vision - VSP-3
 Preventive Care Rider -

Plan B--For employees not electing hospitalization insurance

Cash contribution - Annual calculation made by MESSA
 (\$222.76/Month (2004-2005)
 Long-Term Disability - 66 2/3%; \$3000 maximum; 90 calendar days
 Modified fill; freeze on offsets.
 Delta Dental - 80/80/50; \$1000
 Negotiated Life - \$55,000 AD&D
 Vision - VSP-3

- G. Insurance premium contributions will commence the first day of the month following the first day of employment. Board insurance premium contributions shall cease to be paid on the effective date of severance from employment, on the effective date of layoff and upon exhausting sick leave (unless a continued period is required by the Family Medical Leave Act) and while collecting long-term disability benefits.
- H. Payroll deductions are available for fixed or variable insurance option programs accessible through the Business Office.

SECTION 12 DURATION

All sections of this handbook shall be effective July 1, 2003 and shall remain in effect until June 30, 2005.

Upon expiration of this Handbook, the parties will meet to discuss modification to the Document.

For the Association

For the Board

Date

Date

For the Association

For the Association

Date

Date

APPENDIX A

Administrative Salary Schedule 2003/2004 - 2004/2005

2003/2004 -2%

Position	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HS Prin	260	93,373	96,048	97,006	97,977	99,858	100,828
MS Prin	220	84,885	87,803	88,681	89,567	91,287	92,173
HS Asst Prin	220	76,919	79,677	80,475	81,280	82,841	83,645
MS Asst Prin	220	74,493	77,205	77,978	78,756	80,269	81,048
Elm Prin	215	81,248	84,091	84,933	85,783	87,430	88,279
Dir Comm Ed	260	72,758	75,435	76,190	76,951	78,430	79,191
Dir Athl	260	76,941	79,711	80,508	81,312	82,873	83,678
Dir Acct	260	66,695	69,665	70,362	71,064	72,429	73,133
Dir Std Nut	215	48,610	50,068	50,568	51,541	52,530	53,040
Dir Transp	260	55,631	57,300	57,873	58,451	59,036	59,609
Dir Instrct	260	89,129	91,718	92,634	93,562	95,358	96,284
Dir Tech	220	67,485	71,281	72,001	72,742	74,139	74,859

2004/2005 -3%

Position	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HS Prin	260	96,174	98,929	99,916	100,916	102,854	103,853
MS Prin	220	87,432	90,437	91,341	92,254	94,026	94,938
HS Asst Prin	220	79,227	82,067	82,889	83,718	85,326	86,154
MS Asst Prin	220	76,728	79,521	80,317	81,119	82,677	83,479
Elm Prin	215	83,685	86,614	87,481	88,356	90,053	90,927
Dir Comm Ed	260	74,941	77,698	78,476	79,260	80,783	81,567
Dir Athl	260	79,249	82,102	82,923	83,751	85,359	86,188
Dir Acct	260	68,696	71,755	72,473	73,196	74,602	75,327
Dir Std Nut	215	50,068	51,570	52,085	53,087	54,106	54,631
Dir Transp	260	57,300	59,019	59,609	60,205	60,807	61,397
Dir Instrct	260	91,803	94,470	95,413	96,369	98,219	99,173
Dir Tech	220	69,510	73,419	74,161	74,924	76,363	77,105