



**BRIGHTON AREA SCHOOLS ADMINISTRATOR
ASSOCIATION**

HANDBOOK

July 1, 2012 - June 30, 2013

**ARTICLE I
RECOGNITION**

1.1 The Board of Education hereby recognizes the Brighton Area Schools Administrators' Association (BASAA) to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and conditions of employment for the following personnel in the administrative positions enumerated hereunder:

- (a) High School Grade Level Lead Principal
- (b) High School Grade Level Principal
- (c) Middle School Grade Level Lead Principal
- (d) Middle School Grade Level Principal
- (e) Intermediate School Principal
- (f) Intermediate School Assistant Principal
- (g) Elementary Principal
- (h) Director of Athletics
- (i) Director of Community Education
- (j) Director of Operations
- (k) Director of Student Nutrition
- (l) Director of Technology

1.2 Individuals employed in an interim, temporary, or contracted capacity are not covered by this agreement.

1.3 The addition of any administrative position to the District will be reviewed with representatives of BASAA before any action is taken.

1.4 Administrators promoted out of the bargaining unit shall retain all seniority accrued to date.

1.5 The Association shall have the right to use school buildings and facilities for Association business without charge, upon application on the approved building use form.

1.6 The Association shall have the right to use the district's interschool mail service and email for communication to its members.

**ARTICLE II
MEMBERSHIP, DUES, FEES AND DEDUCTIONS**

2.1 All Administrators shall, by the thirtieth (30th) day from the commencement of employment, commencement of the school year, or the execution of this Agreement – whichever is later – become Association members or pay the Association a service charge not to exceed the membership fee. The service charge shall be determined by the Executive Board of the Association, in accordance with the law.

ARTICLE III TRANSFERS

- 3.1 A "transfer" is a change in bargaining unit position laterally or downward. Requests for transfer must be in writing, include the reason for the transfer, the position requested, and the Administrator's qualifications for such position. Such requests are to be submitted to the Superintendent, or his/her designee, and renewed annually to remain active.
- 3.2 Voluntary transfer requests must be submitted to the Superintendent/ designee by February 1 or within the timeframe of a posted vacancy. The request will be acknowledged with a written reply. A second letter indicating either acceptance or rejection of the request will be sent from the Superintendent/ designee.
- 3.3 A vacancy may be filled by a currently employed Administrator by his/her request or at the direction of the Superintendent. This does not, however, preclude the placement of a new administrator in that vacancy.
- 3.4 Each transfer request shall be considered separately rather than on the basis of transferring an administrative team. This, however, does not preclude the transfer of more than one Administrator at or about the same time.
- 3.5 When the assignment of any Administrator is being reviewed, the concerns held by that school Administrator will be heard by the Superintendent/designee.
- 3.6 Official notification of the new assignment normally will be made prior to April 1. However, it is recognized that circumstances occurring subsequent to April 1 may offset the notification.
- 3.7 Each Administrator is subject to reassignment as follows:
 - (a) When an involuntary transfer is contemplated, the affected Administrator and the Association will be provided notice at least sixty (60) days before the transfer is to be made, except in unusual circumstances. Following such notice, the Association and the affected Administrator shall meet with the Superintendent to discuss the rationale for the transfer and consider possible alternatives.
 - (b) An Administrator transferred involuntarily for non-disciplinary reasons shall be paid at the rate of his/her previous position or the new position, whichever is higher, for the duration of the Administrator's individual contract.
 - (c) An Administrator transferred involuntarily shall retain all seniority rights earned while serving in his/her previous position.

ARTICLE IV EVALUATIONS

- 4.1 Administrators shall be evaluated at least one (1) time per year by the Superintendent/designee.
- 4.2 All evaluations shall be reviewed with the Administrator who shall be provided the opportunity for written comment, which shall become part of the evaluation.
- 4.3 Should no evaluation be conducted by June 1, the Administrator's performance shall be deemed to have been satisfactory.
- 4.4 In the event that it is determined that an Administrator's performance is unsatisfactory, a program of assistance may be instituted or the person may be dismissed. A program of assistance shall (1) identify areas of deficiency, and (2) provide suggestions and/or guidelines for improvement. With the agreement of the Administrator, one or more Administrators other than the evaluator will be mutually selected to assist the evaluated Administrator. Within the program of assistance, the evaluating Administrator shall set forth a specific plan designed to improve the evaluated Administrator's performance. The program will be ongoing with periodic reviews not less than every three (3) months.
- 4.5 If at the next year's evaluation the Administrator's performance is determined to be unsatisfactory, the Administrator will be provided with written notice of non-renewal of his/her administrative contract in accordance with state statute at least ninety (90) calendar days prior to the termination of his/her contract.
- 4.6 The evaluation format and instrument shall be mutually agreed upon by the Board and the Association.

ARTICLE V REDUCTION IN STAFF/RECALL

- 5.1 In the event the District determines for any reason to reduce the number of Administrators, the Superintendent/designee shall first meet with the Association. The reasons for the reduction shall be reviewed and possible alternatives discussed prior to any Administrator being officially notified of reduction.
- 5.2 Staff reductions shall not be used for disciplinary purposes.
- 5.3 Administrative personnel shall be reduced based upon length and quality of service to the District as an Administrator, from least senior to most.
- 5.4 Administrators on layoff shall have access to teaching positions subject to the provisions of the Master Agreement with the Brighton Education Association and state law.

- 5.5 Administrators on layoff shall have recall rights for a period of time equal to their service as an Administrator or three (3) years, whichever occurs first.
- 5.6 When a position becomes open, Administrators on layoff shall be recalled in reverse order of layoff.
- 5.7 The Board will attempt to give the Association at least thirty (30) days notice of reductions in the number of Administrators by April 1. It is understood, however, that failure to provide such notice will not prohibit the Board from implementing what has been deemed a necessary reduction in Administrators. The notice is in addition to the ninety (90) day notice to individuals affected by the reduction as required by 1979 PA 183.

ARTICLE VI
TERMINATION OF ADMINISTRATIVE EMPLOYMENT

- 6.1 The District shall be entitled to terminate an individual contract for just and reasonable cause.
- 6.2 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 the concern(s) leading to the contemplated action. The Administrator may request a representative of his/her choosing to be present at each level of due process as outlined below:
- (a) A conference shall be held between the Administrator and Superintendent. The concern(s) and remedies will be clearly identified and reduced to writing.
 - (b) If the problem continues, a formal written warning shall be issued to the Administrator. The written warning shall contain the specific concern(s) and appropriate timelines for correcting the concern(s) as determined by the Superintendent and agreed to by the Administrator.
 - (c) If the problem persists, a formal review of the Administrator's performance shall be completed and presented to the Administrator at a subsequent conference.
 - (d) In the event the decision is made to terminate an Administrator during the term of an individual Administrator contract, the Administrator shall be entitled to written notice of the charges and the opportunity for a hearing before the Board of Education. The hearing shall be in open or closed session, at the Administrator's choosing.

**ARTICLE VII
INDIVIDUAL CONTRACTS OF EMPLOYMENT**

- 7.1 Individual contracts of employment shall be for the duration of two years, beginning July 1 and expiring June 30. Contracts for Administrators hired subsequent to July 1 will expire on June 30 of the school year in which they were initially issued. Extension of individual contracts shall be considered annually by April 30. Should the Administrator's performance be satisfactory, his/her contract will be extended for one (1) additional year.
- 7.2 The standards set forth for termination in Article X shall not be applicable to the non-renewal of an individual employment contract. Non-renewal of individual Administrator contracts shall not be made for reasons that are arbitrary or capricious. Notice of non-renewal shall be given at least sixty (60) days prior to the end of the individual Administrator contract.
- 7.3 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 a demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.

**ARTICLE VII
PROBLEM SOLVING PROCESS**

- 8.1 Any alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement shall be expressed informally to the Superintendent/designee within ten (10) days of its occurrence. This communication shall include the section(s) alleged to have been violated and the facts giving rise to the allegation.
- 8.2 In the event the informal discussions do not produce a resolution, the Superintendent/designee will schedule a formal meeting with the Association to review the allegation and will render a written decision within five (5) days of the meeting.
- 8.3 The timelines set forth in this article may be extended by mutual agreement of the parties.

ARTICLE IX
WORK SCHEDULE, PAID AND UNPAID LEAVE TIME

- 9.1 All administrators shall work 220 days per year.
- 9.2 Absent mutual agreement with the current Administrator in a position, the work year will not be reduced in length. In the event an Administrator's work year is increased, the salary will be adjusted upward, commensurate with the increased work year.
- 9.3 In the event of a vacancy, the District reserves the right to modify the length of the work year for the vacant position.
- 9.4 Regularly scheduled work days shall be for a period of eight (8) hours, and shall encompass all student instructional days.
- 9.5 All Administrators shall be credited with 14 leave days annually. Leave days are credited at the beginning of the school year and may accumulate to a maximum of one hundred twenty (120) days. In the event of a change in employment status (e.g. resignation at mid-year), payment for days credited and used will be subject to repaying through payroll deduction.
- 9.6 Accumulated leave days may be used as follows.
- (a) Illness of the Administrator or family member.
 - (b) Personal business (conducting activities which cannot be scheduled outside of working hours).
- In the event an Administrator will be absent from the building, the Superintendent/designee is to be promptly notified.
- 9.7 Administrators will be provided up to five (5) leave days for each instance of death in the immediate family (spouse, child, parent, brother, sister, step-relatives, in-laws, grandchildren, grandparent or other relatives).
- 9.8 Administrators required to report for Jury Duty shall be released with pay, provided any earnings (excluding mileage) received are surrendered to the District.
- 9.9 The District reserves the right to require an Administrator to provide documentation from a physician or other information to verify an absence. Further, the district reserves the right, at its expense, to send an Administrator to a District-appointed physician or other qualified professional, should questions arise concerning an absence or fitness for continued service.
- 9.10 In the event an Administrator is absent from work due to a compensable injury under the Workers Compensation Act, leave days will be deducted on a prorated basis to the extent permitted by law to offset the difference between regular daily salary and the amount provided under the Act. Upon exhaustion of the Administrator's leave day bank, s/he will be afforded only those benefits provided under the Act.

- 9.11 Any Administrator who is ill or disabled (including Workers Compensation) and has exhausted his/her accumulated leave bank, may be granted an unpaid leave for a period up to six (6) months from the last day a leave bank day was used.
- (a) Written requests, accompanied by a physician or appropriate licensed professional's statement indicating the nature of the disability and anticipated date of return, is to be submitted to the Superintendent/designee as application for a leave.
 - (b) To the extent authorized by law, paid leave time may be required to be used and counted for purposes of computing unpaid leave time available under the Family Medical Leave Act (FMLA)
- 9.12 Administrator shall be compensated for unused leave days at a rate of \$20.00 per day upon separation from the District.

**ARTICLE X
MISCELLANEOUS**

- 10.1 Should any provisions or application of this contract be found contrary to law, then such provision or application shall be deemed null and void. All other provisions and applications shall continue in full force and effect.
- 10.2 Any overpayment related to wages, benefits, sick leave or insurance premiums in excess of the District's contribution under this Agreement shall be subject to payroll deduction as a condition of this agreement, pursuant to the authority set forth in MCLA 408.477.

**ARTICLE XI
COMPENSATION AND RELATED ISSUES**

- 11.1 Administrator Salaries are established in Appendix A.
- 11.2 Administrator may choose to direct an annual payment equal to 1% of annual salary to a 403B or similar tax advantaged investment account. Administrators may choose from a list of providers maintained by the District.
- 11.3 Any Administrator who has begun receiving payment for District Longevity will have the balance frozen and paid down at \$3000 in FY12. Any Administrator who has qualified for District Longevity and retires in 2011-12 will receive the accumulated balance.

BASAA longevity will be reduced by 50% for the 2012-13 work year.
10 years = \$1,000 (reduced by 50%)
15 years = \$1,500 (reduced by 50%)
20 years = \$1,800 (reduced by 50%)

- 11.4 Subject to prior Superintendent/designee approval, Administrators shall receive full reimbursement for the costs associated with the successful completion of college coursework related to the Administrator's professional growth and/or assigned responsibilities. Should the Administrator enroll in a course at the direction of the District, full reimbursement for tuition, books, meals, lodging and transportation expenses shall be made upon successful completion of the course. Tuition reimbursement shall be eliminated for the 2012-13 school year.
- 11.5 Subject to prior Superintendent/designee approval, the District shall pay the cost of an Administrator's membership in a professional organization related to the Administrator's assigned responsibilities.
- 11.6 Administrators holding degrees beyond those required for the position held shall be compensated as specified in Appendix A. Compensation shall be paid annually before December 1.
- 11.7 Administrators assigned to a District contract negotiation team shall be paid a stipend of \$3500.00 annually. The year shall begin twelve (12) months prior to the expiration of the contract to which the Administrator is assigned. Administrators shall not be required to participate in the bargaining of wages and benefits with other groups.

ARTICLE XII BENEFITS

- 12.1 Administrator Insurance Benefits are established in Appendix B.
- 12.2 The District reserves the right to select or change insurance/benefit administrators and/or underwriters and to establish a cafeteria plan. In the event of a change in insurance/benefit administrators and/or underwriters, comparable coverage to the plan in place during the 2005-06 fiscal year will be maintained. It is expressly understood that the determination of the carrier or the decision to self-insure all Health and Medical Benefits are the exclusive rights of the Board of Education.
- 12.3 All claims submitted are subject to the terms set forth by the various insurance administrators and carriers.
- 12.4 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 availability.
- 12.5 The District's sole responsibility under this Section is to pay benefit costs and/or insurance premiums on behalf of eligible employees and their eligible dependents that fall within the eligibility criteria for two-party and full-family coverage.
- 12.6 Administrators shall contribute 15% of the premium cost and pay 50% of the deductible as outlined in Appendix B.

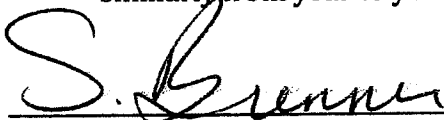
- 12.7 Employees may choose Plan A or Plan B as set forth in Appendix B. If a husband and wife are employed by Brighton Area Schools, they will be eligible for enrollment in Plan A and Plan B.
- 12.8 Insurance premium and benefit contributions will commence on the first day of the month following the first day of employment. Board benefit costs and/or 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.
- 12.9 Payroll deductions are available for fixed or variable insurance option programs accessible through the Business Office.

ARTICLE XIII VALIDITY OF AGREEMENT

- 13.1 The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties, which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.
- 13.2 Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be deleted automatically from this Agreement, but the remaining Articles, Sections, and/or clauses shall remain in full force and effect for the duration of this Agreement.
- 13.3 This Agreement shall supersede any rules, regulations or practices of the Board that are contrary or inconsistent with its terms and shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future Administrator's contract shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and considered part of the established Board policies.

**ARTICLE XIV
DURATION OF AGREEMENT**

14.1 This Agreement shall be in effect as of July 1, 2012 and shall remain in full force and effect until midnight on June 30, 2013. At least sixty (60) days prior to the termination of this Agreement, either party may give the other party notice by registered mail of its desires to terminate, modify or amend this agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor Agreement. In the event neither party gives notice of its intention to terminate, modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall be automatically extended on the same terms for another year and similarly from year to year thereafter with the same notification requirements.



For the Association



For the Board

11-7-12

Date

11-7-12

Date

APPENDIX A

Director Salary Schedule

I.	Student Nutrition	=	\$61,110
II.	Operations	=	\$81,300
III.	Technology	=	\$86,211
IV.	Community Education	=	\$91,200
IV.	Athletics	=	\$96,366

Principal Salary Schedule

I.	Intermediate Assistant Principal	=	\$93,337
II.	Elementary Principal	=	\$101,665
	7-12 Grade level Principal		
III.	Intermediate Principal	=	\$104,207
	7-8 Grade Level Lead Principal		
IV.	9-12 Grade Level Lead Principal	=	\$116,118

Degree Stipend

BA	=	\$600
MA	=	\$1100
EdS	=	\$1700
PhD	=	\$2200

APPENDIX B

PLAN A – For Employees needing Health Insurance:

HEALTH COVERAGE	Choices II PPO – Office visit \$20, Urgent Care \$25, Emergency Room \$50
PRESCRIPTION COPAY	Co-payments ranging from \$2 to \$40 (and more than \$40 if a patient insists on purchasing a brand name when a generic is available and medically appropriate).
DEDUCTIBLE	\$500/\$1000 in-network; \$1000/\$2000 out-of-network. (The Board will pay \$250 for a single subscriber and \$500 for a 2-person/full family. The payment will be made prior to December 31, 2011 as a tax exempt employee reimbursement as a deposit in the employees' Section 125 cafeteria plan. In the event the employee does not sign up for a cafeteria plan by September 30 th , then the employee will receive a taxable reimbursement of the amounts mentioned above).
LONG TERM DISABILITY	66-2/3%; \$6,000 maximum per month (starts after 90 calendar days) – Modified fill.
DENTAL	80/80/80/50; \$2,500 Max – Annual & 50 Ortho max \$2,500 Lifetime
VISION	Plan comparable to VSP 3 GOLD
NEGOTIATED LIFE	\$100,000 Life and AD&D

The annual BASAA member contribution shall be the amount beyond the mandated district contribution. This amount will be spread equally among all BASAA members who elect Plan A. The amount may be adjusted when necessary, based on changes in membership and/or rates.

PLAN B - For Employees not needing Health Insurance:

DENTAL	80/80/50; \$2,500
VISION	Plan comparable to VSP 3 GOLD
NEGOTIATED LIFE	\$50,000 Life and AD&D
LONG TERM DISABILITY	66-2/3%; same as above
CASH IN LIEU	Each employee who does not elect health shall be provided a monthly payment of \$241.00 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.