

**ADMINISTRATIVE CONTRACT  
ANCHOR BAY ADMINISTRATOR'S ASSOCIATION  
ANCHOR BAY SCHOOL DISTRICT  
NEW BALTIMORE, MI 48047**

**RECOGNITION:**

The Anchor Bay Administrator's Association includes district Principals, Assistant/ Associate Principals and Supervisors (Special Education) Excluded: Central Office Administrators, Non-Instructional Directors and Coordinators, Administrative Assistants.

The District agrees to bargain changes in wages, hours, working conditions, and fringe benefits with the Anchor Bay Administrator's Association. Personal contracts issued to administrators shall be subject to this agreement. Terms and conditions of this contract shall control and supersede any conflicting provision of personal contracts.

**SECTION 1. ADMINISTRATIVE DUTIES**

Administrative duties include all of those responsibilities defined by the Board of Education, necessary for the achievement of the District's mission and the planning, management, operation and evaluation of the educational programs and services of administrator's building or operational unit. It is agreed that the Board of Education has the right to define the duties of administrators and assign their administrative responsibilities, through the Superintendent.

**SECTION 2: APPOINTMENT TO ADMINISTRATIVE POSITIONS**

All applicants for positions within the unit shall meet those qualifications established by the Board of Education. Members of the Anchor Bay Administrator's Association will first be given the opportunity to apply for transfer to vacant positions within the unit according to the provisions of this agreement.

2.01: Where fiscal or enrollment conditions mandate a reduction in the total number of administrative positions in the district, the Board shall have the right to reassign administrators to positions to best achieve budget reductions. Following such reductions, administrators transferred under this section shall suffer no reduction in pay and have the option to return to their original position prior to posting.

2.02: The Board may fill any position on an interim basis for periods of less than one year when need arises, as long as no layoffs or reduction exist in the administrative unit.

- 2.03** Current members of the Anchor Bay Administrator's Association will first be given the opportunity to apply for transfer to new or vacant positions prior to external posting. Applicants for positions within the unit shall meet the qualifications established by the Board of Education. In the event that more than one applicant meets the Board of Education's requirements, the applicant with the greatest administrative seniority shall be selected. Administrative seniority shall be defined as the total number of years the member has served as an Anchor Bay Administrator.
- 2.04 The Retire/Rehire incentive program will only be offered to existing Anchor Bay Administrator Association members. The parties agree that this program may be offered as long as no layoffs or reduction exist in the administrative unit. - New

<b>SECTION 3:</b>	<b>SCHEDULES AND WORKING CONDITIONS</b>
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In order to obtain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, an administrator's schedule must be flexible.

3.01: The administrator's schedule may require work outside the school building and will require supervision outside the regular school day (evenings and weekends.) The establishment of evening and weekend activities within the building or operational unit will be the professional responsibility of the Building Principal, insofar as such discretion is reasonable and consistent with the mission and goals of the building or operational unit. This section is not intended to interfere with the Superintendent's duty to supervise the work of administrators or the obligations of law.

3.02 Administrators may petition the Superintendent to reduce their scheduled work calendar to allow for additional time off during the summer months. The Superintendent retains sole discretion to approve or deny such requests. There will be a commensurate reduction in pay for any approved reduction in the administrator's scheduled workdays.

<b>SECTION 4.</b>	<b>WORK SCHEDULE</b>
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4.01: The length of the administrator's work year will be as follows:

<b>Assistant Principals &amp; Educational Supervisors*</b>	<b>210 Days</b>
<b>Elementary Principals</b>	<b>210 Days</b>
<b>Middle School Principals</b>	<b>215 Days</b>
<b>High School Principal</b>	<b>215 Days</b>

4.02: Administrators will work all teacher work days unless the administrator uses earned leave days, sick days or others as described in section 6.15 or unless school is cancelled for students and the administrator is unable to get to work due to weather conditions. If school is canceled for students and administrators are required to work additional days to make up for the cancelled days, the days, which were cancelled, will count towards the administrator's work year.

4.03: If in any one year the Superintendent requires that an administrator work additional time during the normal school year or summer vacation which would not normally be scheduled, the

administrator shall be paid his/her daily rate for extra days worked. Compensatory time in lieu of pay will be an option only if mutually agreed upon.

4.04: For purposes of this contract the daily rate shall be calculated as follows:

<b>Assistant Principals &amp; Educational Supervisors*</b>	<b>210 Days</b>
<b>Elementary Principals</b>	<b>210 Days</b>
<b>Middle School Principals</b>	<b>215 Days</b>
<b>High School Principal</b>	<b>215 Days</b>

4.05: All administrators will be considered 52-week employees, and all pay divided by twenty-six (26) pays.

4.06: Administrators hired, or whose pay or classification changes, after August 15th of each year, shall have their salary prorated by dividing the number of workdays worked by the days specified in 4.04. (Subject to the provisions set forth in section 2)

4.07: Administrators may elect to work subject to the approval of the Superintendent up to 10 days over and above the days described in section 4.01 during the months of June, July or August of any year, and having provided documentation to the Superintendent, may schedule up to 10 additional leave days during the academic year or prior to the beginning of the new fiscal year. These days may not be converted to additional salary unless attendance was required by the Superintendent as per section 4.03.

<b>SECTION 5: PUPIL ASSIGNMENT AND SUPERVISION</b>
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Principals are responsible for the effective operation of their assigned building or organizational unit. In order to achieve this responsibility, the following areas of decision-making are defined:

5.01: The Building Principal shall have the right to determine the placement of students assigned to the building, in conformance with the policies of the Board of Education and Administrative Guidelines.

5.02: The Building Principal shall have the right to make assignments within the building for staff assigned therein. Such assignment shall be in conformance with all operative collective bargaining agreements, which have been approved by the Board of Education. Complaints about staffing assignments shall be first directed to the Building Principal, as defined by the affected bargaining unit's grievance procedure.

5.03: In order to encourage harmonious and expeditious resolution of complaints at the local level, all complaints and problems related to the operation of the Building or organizational unit shall be first directed to the Building Principal before the Superintendent takes any action on the

matter. If the Superintendent or his/her designee intends to pursue the matter the affected administrator shall be notified regarding the nature and details of the complaint, and shall be

involved in the decision-making process in resolving the problem. It is understood that if an administrator's decision is appealed to the Superintendent or the Board of Education, the administrator shall be given the opportunity to provide necessary background information, either in person or by memorandum, before action is taken on the matter.

5.04: Building principals are the chief disciplinary officers of their school or organizational unit, and maintain the primary responsibility for student attendance and conduct. Each building principal will prepare a Student Handbook based upon the Board approved Student Code of Conduct and shall promulgate procedures for consistent administration of that code. Appeals of building level disciplinary decisions shall follow the procedures defined in 5.03.

5.05: The Board of Education, recognizing that administrators are frequently exposed to situations of great stress and pressure, agrees to render to its administrators all encouragement and support when they are acting within the scope of their employment to achieve the mission of the school district.

5.06 Complaints by an Administrator or group of administrators relating to a violation, misinterpretation, or misapplication of a specific provision of this agreement or any policy, rule, regulation or practice shall be presented (in person or writing) to the Superintendent or his/her designee within ten (10) school days of such incident or occurrence. A conference with the Superintendent or designee will be scheduled to resolve the complaint within ten (10) days of its receipt. A written decision to the complaint shall be given to the administrator and the Association within ten (10) school days following the conference. If the Superintendent fails to provide a written decision within ten (10) such workdays, the Association may, at its discretion, move the grievance to the next level by following the procedures set forth below. If the administrator desires to pursue the complaint or the decision following the conference he/she may then appeal matter through Association representation to the Executive Committee of the Board. The association leadership shall be provided the opportunity to present the complaint to a designated member (contact person) from the executive committee of the Board of Education for review and a hearing with the Executive Committee will be scheduled. The complainant may elect to have association and/or legal representation present at any or all meetings related to the complaint. The Board of Education or a member of the Executive Committee will issue a decision in writing regarding the complaint within thirty (30) days of the hearing date. A thirty (30) day extension of the deadline will be granted upon request to the committee without justification if needed. (Example: to gather additional information, awaiting legal advice etc.) If that committee fails to render a decision within the additional thirty (30) day time frame the result is the complaint is found to be valid.

<b>SECTION 6:</b>	<b>WAGES AND BENEFITS</b>
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6.01: The administrator shall be paid on annual salary as stipulated in Appendix A. New hires may be given up to (2) years of credit for outside experience on the salary schedule at the discretion of the Board. Increments may be prorated for mid-year hires.

6.02: An administrator who assumes, with approval in advance by the Superintendent, an

additional administrative responsibility of a multi-building or district-wide nature, such as organizing, directing, or supporting an ad hoc or continuing program not normally defined within his/her job description, so long as the additional work was approved in advance by the Superintendent, will qualify for a merit award from (\$1000) to \$2000. Each newly hired administrator will be assigned a mentor who will be given a merit award of \$1000 unless the newly hired administrator declines a mentor. First consideration for assignment of mentors will be given to members of the Anchor Bay Administrators Association. The Administrator Association and the Superintendent or his/her designee will meet to discuss a merit adjustment in pay or other remedies should the student/administrative ratio exceeds a ratio of 500:1.

6.03: A current administrator possessing a Master's plus 30 prior to July 1, 2007 or an Educational Specialist's degree shall receive an annual differential of two thousand five hundred (\$2,500). An administrator possessing a doctoral degree (PhD or EdD) shall receive an annual differential of two thousand eight hundred (\$2,800). These differentials shall be rolled into the payroll schedule after applying the negotiated percentage increases. An administrator hired after July 1, 2004 may qualify for the Educational Specialist or Doctorate stipends only.

6.04: The Board of Education agrees to pay full family health care and insurance benefits in the form of MESSA Choices II if selected by the administrator. For those administrators not electing health insurance, the Board shall provide the option of a yearly annuity of \$3,000 or a salary differential of \$3,000 to be paid in 26 equal installments. These differentials shall not be rolled into the employee's base salary schedule. Under the MESSA Choice II plan, it is understood that the prescription co-pays will be \$10.00 for generic medications and \$20.00 for non-generic medications.

6.05: The Board of Education agrees to provide a dental care plan by a carrier of the Board's choice. Dental benefits shall include seventy percent (70%) for basic benefits with coordinated benefits not to exceed one hundred percent (100%) and no deductible, major services of seventy percent (70%) and no benefits of fifty percent (50%) coverage with \$50.00 deductible.

6.06: It is the administrator's responsibility to report to the Personnel Office any changes in family status within thirty (30) days of such change. The administrator shall be responsible for overpayment of premiums, which results from failure to follow this procedure.

6.07: The Board of Education shall provide Group Term Life Insurance by a carrier of the Board's choice and shall include a double indemnity rider. The policy limit to be paid to the designated beneficiary shall be one hundred thousand (\$100,000) dollars.

6.08: The Board of Education shall provide a long-term disability policy by a carrier of the Board's choice, to include not more than sixty (60) calendar days for a qualifying period. Long term disability payments in the amount of seventy percent (70%) of the employee's salary to a maximum amount of the Elementary Principal's Step 3 monthly salary, to be payable until retirement or age 65.

6.09: The Board of Education shall provide an Optical Insurance program by a carrier of the Board's choice. The coverage shall include employee, spouse, and children to age nineteen (19) and dependent students to age twenty-five (25). The benefits shall include exam, lens, frames, contact lenses and other benefits as prescribed by the plan each year.

6.10: Administrators shall be provided an accidental death or dismemberment policy of Fifty Thousand Dollars for incidents related to the accomplishment of their professional responsibilities. (This is in addition to the Group Term Life Insurance policy in article 6.07)

6.11: The Board of Education shall provide an annual school mileage allowance for official school business not to exceed one thousand two hundred fifty dollars (\$1250) per year.

6.12: An employee who has completed three (3) successful years as an administrator shall be entitled to an annual longevity payment of two hundred (\$200) dollars per year of service up to ten (10) years. An employee who has completed ten (10) successful years as an administrator shall be entitled to an annual longevity payment of two hundred ten (\$210) dollars per year for each year of service beyond ten (10) years. Longevity shall be paid in December, pro-rated to the fraction of a year completed.

6.13: In the case where an administrator has accrued sick leave or longevity as a teacher in the Anchor Bay School District, the available sick leave or longevity calculations shall be determined by multiplying sick leave or years of service by .75.

6.14: Continuing education

- 1) The Board of Education shall provide reimbursement to administrators for payment of Michigan Recertification Fees.
- 2) The Board of Education shall pay membership fees of not more than \$600 per fiscal year for an employee to enroll in a professional association(s) related to their job assignment.
- 3) Administrators will be allocated \$750 (per year) as a personal conference fund to attend national, state and local conferences, to subscribe to publications for professional growth, or to purchase a professional library. All state and national conferences must be approved by the Superintendent at least sixty days (60) prior to the conference. The balance of the \$750 personal conference fund will be carried over each year and will accumulate up to a maximum of \$2000.00.
- 4) The Board will reimburse tuition or registration fees of up to \$1000 per year. The unused balance of the \$1000 yearly tuition reimbursement account will be carried over each year and can accumulate up to a maximum of \$3000.00 for use in any given year for course work related to

administrative responsibilities which provide credits or continuing education units. In order to receive reimbursement and credit towards an advanced degree, all coursework (online or traditional) must be taken from an accredited university and be applicable to the administrator's position. Acceptable coursework would include courses or classes in educational instruction, educational curriculum, educational supervision/administration and Management Academy Workshops through the MISD. Coursework that falls outside of these general parameters should be approved in advance so that the participant can receive reimbursement and proper credit towards an advanced degree.

#### 6.15 Personal leave

1) All absences from the district for all or any part of 8 hours each day of employment shall be documented to the Superintendent. The Board recognizes that the schedules of administrators are often complex, and that flexible time must sometimes be provided during the school day to conduct personal business. Such absences shall be reported orally to the Superintendent's office. If the Superintendent believes the administrator is abusing this provision, he/she shall immediately confer with the administrator and mutually develop a plan for eliminating any potential problem.

2) Twelve (12) leave days per year are provided for illness or personal business. These days may accumulate to a maximum of 60 per administrator.

3) Funeral leave of up to 5 days shall be provided to administrators for obligations related to the death of a member of the immediate family or member of the household. One funeral leave day will be provided to attend the funeral of a current or former district administrator or member of the building staff. This leave shall not be charged to the administrator. Documentation of death, relationship, or obligations shall be provided upon request.

4) Administrators may be excused from regular duties for jury duty or the attendance of court proceedings related to professional responsibilities. In cases where a stipend is paid, the value of the stipend shall be deducted from the regular pay.

5) Administrators who were employed in good standing on July 1, 1993 have a frozen bank of sick days. Administrators will be provided annual documentation of their accrued, unused sick time balance from this bank. Upon termination or resignation, those days may be reimbursed up to a maximum of seventy-five percent (75%) of the employee's current daily rate. The number of frozen days may be replenished to the number capped in 1993 at any time during the administrator's employment.

6) For sick days after July 1, 1993: Upon reaching the cap of 60 accrued sick days no additional accumulation shall be permitted. Leave days earned above the capped amount shall be reimbursed at 30% of the administrator's daily rate, prior to June 30 of each year. Administrators employed after July 1, 1993 shall have their accrued sick time converted to the administrative rate

following the formula established in Article 6.13. Upon termination or resignation, accumulated sick days, with the exception of frozen days as described in article 5, shall be reimbursed up to a maximum of thirty percent (30%) of the employee's current daily rate.

## **SECTION 7: RESPONSIBILITIES AND OBLIGATIONS**

7.01: The Administrator agrees to faithfully perform his/her assigned duties in a competent and professional manner subject to the established policies and regulations of the School Board and the laws of the State of Michigan.

7.02: The Administrator represents that he/she holds all certificates, credentials, and qualifications required by law and the School Board for the assigned position. If, at any time, an Administrator fails to possess and maintain in good standing an appropriate Administrative Certificate for his/her position or to complete continuing education as required by Michigan Law or Board policy, this contract shall be automatically terminated.

7.03: The performance of the Administrator shall be evaluated in writing at least once a year by the Superintendent of Schools or his/her designee. The Administrator shall be entitled to review the evaluation prior to its placement in his/her personnel file. All evaluations shall be completed by March 1 of each year. The Administrator may provide a written response/rebuttal to any evaluation to be appended and placed in the personnel file. The Board of Education retains the right to terminate this contract for just cause prior to the date of its expiration. The Board of Education may elect not to renew this contract upon its expiration consistent with the terms of the Michigan School Code. In the event the Board of Education elects to terminate this contract prior to its expiration the Administrator shall first be afforded a hearing, which is consistent with due process. At least seven (7) days prior to the hearing, the Administrator shall receive a statement of the written charges or charge which is being made against him/her, the opportunity to be represented by counsel at the hearing shall be public or private at the option of the Administrator as is consistent with the Michigan Open Meetings Act.

7.04: If this contract is terminated by the Board of Education prior to its expiration pursuant to the provisions of this paragraph, all obligations under this Agreement shall terminate. In the event the Administrator files a claim challenging the termination, and in the event the Administrator prevails in said legal action, the parties agree the only damages the Administrator shall be entitled to receive are the balance of the salary and benefits which would have been payable to the Administrator up to the expiration date of this agreement.

7.05: It is expressly understood that the Administrator is granted continuing tenure in the District as an active classroom teacher, and is not granted tenure as an Administrator in this or any other Administrative position.

7.06 If any clause of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without



said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to either party.

7.07: Tenure of position or administrative tenure is specifically excluded by this contract.

7.08: After the successful completion of the probationary period, administrators will be offered a two (2) year contract, which will be renewed annually for an additional year at the discretion of the Board of Education and subject to the recommendation of the Superintendent of Schools. Notwithstanding the foregoing, the Board of Education retains the right to place an administrator on a one-year contract, not extend a contract or terminate a contract consistent with the terms of this contract and the Michigan Revised School Code.