

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Brandon School District, hereinafter referred to as the “Board,” recognizes the Brandon Administrators Association, hereinafter referred to as the “Association,” as the sole and exclusive bargaining representative to the extent required by the provisions of Public Act 379 of 1965, as amended, for all personnel assigned as building administrators but excluding the Superintendent, Assistant Superintendents, Directors, noncertified supervisors, and all employees covered by other collective bargaining agreements.

The term “administrator” shall refer to all bargaining unit members as listed in Article IV B 2.

ARTICLE II

ASSOCIATION RIGHTS

- A. The Association shall have access to interschool mail service for Association business.
- B. The Association shall have the right to reasonable use, for Association business, school facilities and equipment at no undue cost to the School District.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- D. The Board agrees to make available to the Association upon reasonable request such data as it may possess at the time concerning the financial resources of the District, cost of programs and any other information upon a subject with the Board is obligated to bargain, together with any information that it may possess which is relevant and material to the processing of any grievance at no undue cost to the School District.
- E. Administrators shall have access to their personnel files to review any document therein excluding college and placement files and in compliance with Public Act 397. Copies of any significant material in the administrator’s file shall be furnished to the administrator upon request. Upon request, the individual administrator shall be allowed to attach explanatory remarks to the file document. Individual administrators must be notified and furnished with a copy of all documents placed in their personnel file.

ARTICLE III

ASSOCIATION RESPONSIBILITIES

- A. Each administrator has the authority to make a determination regarding each teacher’s assignment within his/her building or program in accordance with state certification rules and regulations and the teacher’s Master Agreement. The Superintendent has the final determination for teacher assignment.

- B. The Board agrees that each administrator shall have the opportunity to interview and make a recommendation concerning all certified personnel, paraprofessionals, and clerical personnel being considered for assignment to his/her building or program.
- C. It is recognized by the Board and the Association that one of the important functions of an administrator is the evaluation of staff members. Therefore, the administrator will be involved in any change of evaluation instrument or process and procedure which involves personnel under their supervision.
- D. The Board recognizes that it is the responsibility of the administrators to determine the best assignment for pupils within his/her building or program. The Superintendent has final authority to assign pupils.
- E. If any administrator, while acting in the official capacity as an administrator is complained against or sued, the Board's attorney will be available for legal counsel and will render all necessary assistance in the administrator's defense, at no expense to the administrator. Where legal defense is provided by the District's insurance carrier, that legal assistance would satisfy the District's obligations in this item.
- F. The Board and the Association agree that there shall be prompt and expedient handling at the local level of a school-related complaint regarding an administrator, program, or personnel he/she supervises. It is agreed that such complaints shall be properly referred to any administrator affected. The affected administrator shall be given an opportunity to provide the necessary background information either in person and/or by confidential memoranda before any action is taken on the matter.

ARTICLE IV

VACANCY, TRANSFER, REDUCTION, RECALL, PROBATION,

NON-RENEWAL, DISCHARGE, WORKER'S COMPENATION INSURANCE

The Superintendent will post notices of all vacancies for new administrative positions for five calendar days. The Superintendent will inform an Association officer of such positions. The Board shall not fill the vacancy on a permanent basis for five calendar days after such notification. Vacancies shall be filled as determined by the Board of Education based upon the qualifications of the individuals who apply. Qualifications shall include, but not be limited to, education, degree, experience, past performance, recommendations and evaluations.

A. Voluntary Transfer

Any administrator has the right to request consideration for a transfer at any time. A transfer request must be made in writing to the Superintendent, and it is to be kept on file during the school year the request is made.

If the educational needs of the District can best be served, the Superintendent shall be permitted to make inter-classification transfers providing the administrator is appropriately qualified in the Superintendent's judgment.

B. Reduction – Recall

In the event that the Board deems it necessary to reduce the number of administrators, the following shall prevail:

1. The Superintendent will select for retention those administrators with the greatest Brandon administrative experience in classification as set forth in Part B of this Article unless in his/her deliberate judgment other considerations supersede, including by way of illustration and not by way of limitation, certification, training, experience, performance, requirements of the position to be filled, evidence of professional growth, etc.
2. Classifications with respect to the provisions of this section of the Agreement shall consist of the following: elementary principals, middle school principals, intermediate school principals, high school principals, elementary assistant principals, middle school assistant principals, high school assistant principals, and athletic director.
3. Multi-year individual contracts shall revert to one-year contracts for those administrators reassigned to other administrative positions due to reduction of administrative staff.
4. An administrator affected by such reduction shall be assigned to a teaching position consistent with their tenure rights and the teacher master agreement. The administrator will be awarded sick leave accumulation equal to that which would have been earned had the administrator been serving as a teacher, including the number of days accumulated while serving as a teacher in Brandon.
5. Any administrator relieved of an administrative assignment due to a reduction will be given priority for two years over new hires for reinstatement to the same position or to any administrative vacancy for which the individual is qualified. Such priority shall be dependent on the Administrator's training, experience, education, degree and performance as determined by the District. In the event that an administrator is relieved of his/her assignment due to reduction and then recalled to an administrative assignment, all of those rights and privileges held at the time of the original removal from assignment shall be afforded that administrator including administrative seniority equal to that which was held at the time of his/her original assignment.
6. Nothing in this Agreement shall prevent the Board from initiating layoff of administrative personnel.

C. Probation

Administrators shall be probationary for the first year of employment and/or first year in a new classification and shall not have access to the grievance procedure to contest any failure to reemploy. However, this Section shall not diminish any rights granted to the administrator by law.

D. Non-Renewal

The Superintendent's recommendation of non-renewal of an administrative contract shall be in accordance with the provisions of the Michigan School Code.

E. Discharge

No administrator shall be discharged for reasons that are arbitrary and capricious.

It is understood and agreed by and between the parties hereto that the Board will not terminate his/her contract for any act of the administrator or director relating to the "professional performance" of the administrator's duties in the position employed, without first providing for an evaluation listing specific deficiencies and providing for a hearing with the Superintendent or his/her designee after which adequate opportunity will be provided for corrective action to be undertaken by the administrator.

F. Worker's Compensation Insurance

Absence due to injury or illness incurred to the course of the administrator's employment shall not be charged against the administrator's sick leave days. The Board shall pay to such administrator the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for a period not to exceed twelve (12) months provided that the injury or illness qualifies under the Michigan Worker's Compensation Act.

ARTICLE V

PAYROLL DEDUCTIONS

The Board agrees to make voluntary payroll deductions from the salaries of administrators for: (1) tax-deferred annuities, (2) automatic payroll savings with the Michigan State Credit Union, (3) North Oakland Community Credit Union, (4) Oxford Bank, (5) Great Lakes Bancorp, (6) Bank One, (7) medical insurance premiums, (6) the deductions of Association membership dues shall be made each year, (8) MESSA Options – (a) Group Short-Term Disability Income Insurance, (b) Group Long-Term Disability Income Insurance, (c) Group Supplemental Term Life Insurance, (d) Group Survivor Income Insurance, (e) Group Dependent Life Insurance, and any other deductions approved by the Superintendent.

ARTICLE VI

LENGTH OF INDIVIDUAL CONTRACTS

A. The length of individual contracts for B.A.A. members who have completed their probationary period shall be for two years unless otherwise determined by the Superintendent for unsatisfactory performance, financial reasons, or reduction of programs.

The terms and conditions of the individual contract for administrators terminated for unsatisfactory performance/ shall end upon the effective date of termination.

The compensation schedule (base salary) for administrators who are laid off/terminated/involuntarily transferred from their administrative position for financial reasons or reduction of programs and to another position in the District shall be paid their base salary as specified in their administrative individual contract. This provision shall not apply to placement in a vacancy for which the Administrator applies.

- B. The administrator represents that he/she meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position.

Individual administrators shall not have or acquire tenure as an administrator, or in any other administrative capacity.

ARTICLE VII

ADMINISTRATIVE PARTICIPATION IN POLICY DEVELOPMENT

The Board agrees that administrators will be involved in policy development.

ARTICLE VIII

CURRICULAR PARTICIPATION

Administrators will be involved in curriculum changes. These changes will be in accordance with the teacher's Master Agreement and Board policy.

ARTICLE IX

PROFESSIONAL ACTIVITIES

The Board recognizes the value of professional involvement by its administrators. The Board will encourage Brandon administrators to attend professional conferences, join professional organizations and obtain professional publications. The Board agrees to provide, upon application and approval of the Superintendent, the necessary funds for administrators who desire to attend select professional conferences. If funds are available, travel, meals, lodging, and registration shall be deemed appropriate expenses of the Board.

The Board shall provide paid memberships for administrators in professional organizations approved by the Superintendent. Examples of such professional organizations are as follows: NAESP/MEMSPA, NASSP/MASSP, etc.

- A. Tuition Reimbursement

With the Superintendent's approval, administrator's fees, tuition, and other related expenses shall be paid for training and coursework that is related to improving knowledge and skills of their current position.

The Board of Education supports the administrative internship concept and may implement, upon the recommendation of the Superintendent, an administrative internship program.

The Board of Education shall provide payment of the fee that is required by the State Department of Education for recertification in the administrator's current position.

ARTICLE X

LEAVES OF ABSENCE

A. Sabbatical Leave

Sabbatical may be granted to an administrator in accordance with provisions of Article 340,298F, "General School Laws in the State of Michigan."

B. Personal Leave

A leave of absence without pay may be granted up to one year to any administrator who has been in the employ of the Brandon School District as an administrator.

C. Military Leave

Military leave, including service in the National Guard and Reserves, shall be granted in accordance with applicable state and federal laws.

D. Jury Duty

Any administrator called to jury duty shall be compensated at their regular daily rate less that amount paid to him/her as a juror. Absence for jury shall not be charged to the employee's leave days. Every effort shall be made to alleviate serving as a juror during the school year. An administrator served with a subpoena to appear in court for an act occurring due to a school-related activity will be granted leave with pay.

E. Professional Leave

A leave of absence without pay may be granted for one year to any administrator who has been in the employ of the Brandon School District as an administrator for the purpose of approved study, travel, research or other teaching or employment involving probable advantage to the school district.

1. An administrator shall be granted a leave of absence with pay for approved visitation to other schools or attending meetings or conferences of an educational nature.
2. Upon application, an administrator shall be granted a one-year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for himself/herself to serve in a public office.

F. Personal Leave Days

Two personal leave days will be granted per year. Additional days will be at the discretion of the Superintendent. Administrators may use up to 4 days of additional days of leave as

compensation for additional time served beyond the administrator's contractual work calendar. These days must be recorded in the district's attendance system.

G. Sick Leave

Each administrator shall be granted fifteen (15) sick days per year with a maximum accumulation of 125 days. Upon leaving the district, whether by resignation, retirement, or termination, within the provisions of MPSRS, the administrator shall be paid for 50% of accumulated sick leave. The current year's accumulation will be accrued for time served.

H. Requests for Leave

Requests for leave of absence must be submitted in writing to the Superintendent. Requests for leave must be submitted as early as possible.

I. Bereavement

An administrator will be credited with five non-cumulative paid bereavement days for each death in the immediate family. This leave may be used only in the event of death in the immediate family to attend to the funeral and/or other related activities. The immediate family shall be defined as: spouse, children, mother, father, brother, sister, grandparent, aunt, uncle, legal guardian, mother-in-law and father-in-law.

An administrator from work under the above provision shall, after making written application, receive the amount of wages that would have been earned by working regular hours on such scheduled days of work for which he/she is excused. Leaves of less than a day are expected, but requests for leave must be for one hour or more. When warranted by special circumstances, the Superintendent may grant funeral leave days for deaths other than those mentioned above.

J. Return from Leave

An administrator returning from an approved leave of absence will be restored to his/her former position or position of like nature.

K. Benefits While on Leave

At the discretion of the Superintendent, credit toward experience in Brandon School District for salary and other purposes and all fringe benefits may be granted for time on leave.

ARTICLE XI

AGREEMENT COPIES

Copies of this Agreement shall be printed at the expense of the Board and made available to all employed administrators.

ARTICLE XII

INFORMAL CONFERENCES

The Superintendent and such other Board representatives as the Board or Superintendent may designate will meet informally within one week of a request by either party on a date mutually agreed upon with the Association for the purpose of mutual concern. These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The purpose of these conferences is to provide communications between the Board and the Association informally and to gain insight and a better understanding between parties and to promote closer cooperation in all relationships concerning this agreement.

ARTICLE XIII

PAST PRACTICE

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreement or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to in writing and signed by the parties as supplements to this Agreement.

ARTICLE XIV

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right:
1. To the executive management and administrative control of the school system and its properties, facilities, equipment and activities of its employees during employee working hours.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, their placement, or their dismissal, suspension, layoff, or demotion and promote or transfer all such employees.
 3. To establish levels and courses of instruction including special programs and provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board.
 4. To decide upon courses of instruction, the selection of textbooks, and other teaching materials and the use of teaching aids of every kind and nature.

5. To determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling of services, methods, schedules, and standards of operation, the means, methods, and process of carrying on the work, including automation or contracting thereof or changes therein, and the institution of new and/or improved methods or changes therein.
 6. To adopt rules and regulations.
 7. To determine the number and location or relocation of its facilities including the establishment or relocation or of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 9. To determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
- B. The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in its past.

ARTICLE XV

GRIEVANCE PROCEDURE

Definition: A grievance shall mean a complaint by an individual or the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

A. Statement of Basic Principles

1. Upon the filing of a grievance the Association and every member of the bargaining unit covered by this Agreement has a right to be represented at any and/or all levels in the grievance procedure.
2. Any grievance not appealed within the prescribed time limit shall be considered settled on the basis of the last decision rendered. If an answer to a grievance is not received within the prescribed time limits, the grievant may automatically appeal to the next level. Time limits, however, may be extended by mutual agreement if such extensions are evidenced by written note signed by the parties involved.
3. The term "days," as used herein, shall mean calendar days.

4. In order for a grievance to be considered acceptable and proper, the grievance, when reduced to writing, must specify the specific provisions of the Agreement that were alleged to have been violated, misinterpreted or misapplied in the relief sought.

B. Procedure

LEVEL ONE PROCEEDINGS

An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant and his/her immediate supervisor. Level 1 proceedings must occur within ten days of the alleged violation, misinterpretation or misapplication, or within ten days of reasonable discovery thereof. If the immediate supervisor is unwilling or unable to meet for Level 1 proceedings within the prescribed time limits, the grievant may proceed to Level 2.

LEVEL TWO PROCEEDINGS

If the grievance cannot be resolved at Level 1, it shall be reduced to writing on forms provided by the Board, signed by the grievant and delivered to the Superintendent within fifteen days after Level 1 proceedings. The Superintendent, or designee who has the authority to make a decision, after a hearing with the grievant on the grievance, shall make such decision and communicate it in writing to the grievant within fifteen days of receipt of written grievance.

LEVEL THREE PROCEEDINGS

In the event a grievance has not been satisfactorily resolved at Level 2, there shall be available a third level of impartial arbitration. The grievance may be submitted and/or appealed to this third level only by the Association. The Association may submit the grievance to arbitration within fifteen days of a written answer at Level 2. If the parties cannot agree as to the arbitrator within five days from the notification date, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration proceedings. The decision of the arbitrator shall be binding on the parties. The party losing the arbitration decision shall pay the arbitrator's fee. Neither the Board nor the Association shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall it consider its function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification, whether by additions or detractions of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because, in his/her opinion, such a decision is fair or equitable or because, in his opinion, it is unfair or inequitable.

His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the parties, and his/her decision must be based solely upon the interpretation of the meaning or application of the express relevant language of the Agreement in accordance with the clause limiting the power of the arbitrator.

A grievance may be withdrawn by mutual agreement.

Any claim or grievance shall be processed through the grievance procedure until resolution.

ARTICLE XVI

NEGOTIATION PROCEDURE

Negotiations for the entire Agreement shall be undertaken upon request of either party on or before June 1st of the year in which the Agreement expires.

ARTICLE XVII

FRINGE BENEFITS

The Board agrees to provide without cost to each full-time employee the benefits listed below. The Board shall be responsible only for the premium for the benefits indicated. The employee must be properly enrolled in order to be eligible to receive benefits. Benefits set forth in this Agreement shall be subject to the rules, regulations, and determinations set forth by the carrier. The Board shall select the insurance carrier including self-insured programs, and shall make available to eligible employees a comparable plan to that currently provided subject to the provisions one through fourteen and/or as otherwise provided herein in consultation with the Brandon Administrators Association.

- A. The Board shall contribute, on a monthly basis, 1/12th of the annual amount of permitted by the Michigan Department of Treasury towards annual health insurance costs, pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act, as amended, per subscriber category.

Employees shall assume and pay all other costs associated with the medical benefit plan the employee selects, including but not limited to, deductibles and contribution to the HSA.

Employees needing health insurance may select either:

MESSA Choices II Health Insurance full family with \$500/\$1000 deductible, \$20 Office Visit, \$10.00/\$20.00 drug co-pay
MESSA Choices II Health Insurance full family with \$500/\$1000 deductible, \$20 Office Visit, \$10.00/\$20.00 drug co-pay with 20% Co-pay
MESSA VSP 3+ Vision Insurance
Delta Dental Insurance 100/100/90/90
Life Insurance 2x Salary with AD&D
LTD 61st Day 2/3 Base Pay
MESSA ABC PLAN 1

Effective July 1, 2013 active employees will be required to pay 20% of monthly non-medical insurance premium that applies to their coverage, by payroll deduction over 24 pays, beginning with the first payroll in July, 2013.

1. The Board shall make payment of all fringe benefit premiums on employees for the full twelve (12) month period commencing July 1st and ending June 30th, with the following limitations:
 - a. Those employees who resign and have completed the whole school year may elect to continue their health care coverage on a cash-pay basis for eighteen (18) months according to COBRA regulations.
 - b. Coverage for those administrators terminated by the Board will end as of the effective date of the termination or the last working day according to the established school calendar.
 - c. Administrators who have been granted an approved leave of absence or who have been laid off and have completed their contractual year will be completely covered through August 31st of that school year. Any administrator on an approved leave of absence or layoff may elect to continue their insurance coverage on an eighteen (18) month cash-pay basis within the rules and regulations of the carrier and COBRA.
2. Additional benefits will be provided in accordance with the Brandon Education Association Master Agreement.
3. Days worked beyond the contract approved by the Superintendent will be paid at the individual's contractual per diem rate, or compensatory time will be provided at the discretion of the Superintendent.
4. Administrators hired will be placed on the salary schedule at the Superintendent's discretion.
5. Health Insurance Option
The District will provide a cash option to health insurance benefits for employees who are eligible for health insurance but choose not to take it. The cash amount will be five thousand dollars (\$5000) a year, paid over 24 pays beginning with the first pay in July.
6. No employee shall have double health insurance coverage. If the District becomes aware that double coverage health insurance has occurred, the amount of premium that the District unnecessarily paid involved in this double coverage will be recovered from the employee.

ARTICLE XVIII

BRANDON ADMINISTRATORS ASSOCIATION
COMPENSATION/WORK YEAR SCHEDULE

A.

If a currently employed administrator promotes to a higher paid position, and the administrator has not completed the 5 steps, then he/she will move laterally to the new position's step (i.e., step 4 to step 4).

POSITION	WEEKS	DAYS	NEW HIRES	
			YEAR	***
High School Principal	45	225	1	\$97,920
			2	\$99,960
			3	\$102,000
			4	\$104,040
			5	\$106,080
Middle School Principal	43	215	1	\$93,330
			2	\$95,370
			3	\$97,410
			4	\$99,450
			5	\$101,490
Elementary Principal	43	215	1	\$93,300
			2	\$95,379
			3	\$97,410
			4	\$99,450
			5	\$101,490
High School Asst. Principal	43	215	1	\$86,700
			2	\$88,740
			3	\$90,780
			4	\$92,820
			5	\$94,860
Athletic Director	43	215	1	\$86,700
			2	\$88,740
			3	\$90,780
			4	\$92,820
			5	\$94,860
MS School Asst. Principal	42	210	1	\$83,130
			2	\$85,170
			3	\$87,210
			4	\$89,250
			5	\$91,290

* Reflects a 2% on-schedule increase

B.

Additional Factors		Administrator
1. Degree Status	Doctorate	\$2,100
	30 semester hours beyond the Master's Degree or more	\$1,500
2. Longevity*	5 years or more of service as an administrator with the BAA	\$1,200
	15 years or more of total service as a Brandon School District employee	\$1,200

- The amount indicated for Factor B.1 shall be added to the administrator's base salary at the beginning of each new contractual year.
- Mileage driven by Building Administrators members for school purposes shall be compensated at the current Federal Rate.

Additionally, administrators will be granted a \$500 annual stipend to be used towards a cell phone in the case that one is not directly provided by the district.

In the event that the numbers of pupils in a building exceeds a ratio of 500 students to 1 administrator, the administrator will be granted a stipend of \$500 and 1 additional compensation day for that school year.

ARTICLE XIX

BUILDING ADMINISTRATOR/EVALUATION

- A.**
- 1.** The purpose of evaluation is to measure performance in terms of established criteria. The use of established criteria in the measure of performance of Building Administrators in the Brandon School District will tend to reduce variance between evaluators while assuring the major aspects of the job are reviewed. Strengths shall be emphasized and specific suggestions for improvement shall be provided. Evaluation shall be fair and present opportunity for dialogue between the evaluator and the person being evaluated.
 - 2.** Every Building Administrator in the Brandon School District shall be evaluated annually in accordance with state law..
 - 3.** All official evaluations of Building Administrators shall be in writing, using the agreed upon form. This form may be changed if mutually agreed upon by both the District and the Association. Three (3) copies of the evaluation shall be prepared – one (1) for the evaluator, one (1) for the Building Administrator being evaluated, and one (1) for his/her personnel record. All evaluations shall be signed by the evaluator and the Building Administrator. The signature of the Building Administrator shall mean only that the evaluation has been shown to him/her and discussed with him/her and shall not mean that he/she agrees with it. There will be a place on the form for the Building Administrator's

comments. All comments by the Building Administrator must be provided in writing and made a part of the evaluation form within ten (10) days of receipt of the evaluation.

4. a. Self-evaluation shall be part of all official evaluations. Each Building Administrator being evaluated shall evaluate himself/herself using the agreed upon evaluation form. The self-evaluation is for the purpose of having the Building Administrator do a critical analysis of his/her strengths and weaknesses, but shall not be placed in his/her personnel file.

4. b. The self-evaluation may be presented and discussed at the same time that the evaluator presents and discusses his/her evaluation of the Building Administrator.

5. A conference shall be a part of all official evaluations. More than one conference may be held.

6. Unofficial self-initiated evaluation is encouraged as part of the total evaluation process. These evaluations are primarily for the purpose of helping the individual improve and shall not become a part of the official evaluation.

ARTICLE XX

STAFF SELECTION/ASSIGNMENT/EVALUATION

- A. The District agrees that each chief Building Administrator, or designee if available, shall have the opportunity to interview and make a recommendation to the District concerning all personnel, non-administrative assignment to his/her building. The Association shall provide the District, upon request, in writing, with the name of a single designee.
- B. Subject to review and final determination by the Superintendent or his/her designee, each chief Building Administrator shall have the right to make a determination regarding each staff member's assignment.
- C. The chief Building Administrator or his/her designee shall supervise and evaluate each staff member assigned to his/her building. It is recognized, however, that there are certain employee classifications, which require additional supervision outside the normal expertise of the Building Administrator. Those classifications are to be supervised and evaluated as follows:
 - 1. Secretarial/Paraprofessionals:
Immediate supervisor is the Building Administrator. Evaluations for the secretaries shall be done by the Building Administrator on an annual basis and a semi-annual basis for the paraprofessionals

ARTICLE XXI

EMERGENCY FINANCIAL MANAGER

An Emergency Financial Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of ratification and shall continue in full force and effect through October 31, 2018.