

Agreement Between

**ALGONAC ADMINISTRATORS AND
DIRECTORS**

And

**ALGONAC BOARD OF EDUCATION
2012-2013**



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DEFINITIONS

In the application and interpretation of the provisions of the ALGONAC ADMINISTRATORS' agreement the following definitions shall apply:

BOARD shall mean the Board of Education of the Algonac School District.

ADMINISTRATORS shall mean any individual listed in Article I.

SUPERINTENDENT shall mean the Superintendent of the Algonac School District.

DISTRICT shall mean the Algonac School District.

In the construction of the words used in this agreement the use of the singular shall include the plural and masculine shall include the feminine.

ARTICLE 1
RECOGNITION

The term ADMINISTRATORS, as hereinafter used in this agreement, shall be construed to include the following members whenever employed by the BOARD:

1. Principals
2. Assistant Principals
3. Director of Special Education
4. Director of Athletics and Student Services

This agreement shall supersede all prior agreements, regulations, or practices of the BOARD, which are contrary to or inconsistent with its terms.

ARTICLE 2

RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon invested in the laws and the Constitution of the State of Michigan, including by way of example but not by way of limitation the following rights:

1. To the management and administrative control of the school system, its properties and facilities;
2. To hire all administrators and, subject to the provisions of the law, to determine the qualifications and the conditions for their continued employment or their dismissal, demotion or transfer. In this regard, all administrators shall meet the requirements of the State of Michigan and if they currently exist or are hereafter created for certification for the position to which they are appointed;
3. To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students as deemed necessary by the Board;
4. To determine the duties, responsibilities and assignments of the administrators;
5. To determine the type and number of administrators that will be employed by the District;
6. To determine a legal, operational, geographical and organizational structure of the District, including the chain of command, division of administration authority, organizational divisions and subdivisions, external and internal boundaries of all kinds and advisory committees;
7. To determine the educational policies, procedures, objectives, goals and programs including those relating to the admission, attendance, pupil transfers, transportation, food service, curriculum, course content, textbook selection, educational equipment and supplies, grade level advancement, guidance, grading systems, pupil testing, records, student health and safety, student conduct, student discipline, extra curricular and co-curricular activities of students;
8. To determine the dates, times and hours of operation of the District facilities, functions and activities; work schedules; school calendar;

9. To determine whether any individual administrator will be terminated or laid off from their position in conjunction with it is understood that in the event it becomes necessary to lay off an administrator or administrators the lay off shall be on the basis of seniority provided, that in order to be placed in a position an administrator must be qualified for the position and possess the ability to perform the job. Qualifications and ability to perform the job shall be based upon experience, training, performance and education and shall be the sole determination of the District;
10. The Board reserves the right to assign an Administrator to a classroom teaching position and in such event the Administrator's salary shall continue at the level it exists at the time of the transfer to a classroom teaching position until such time as the Administrator's individual contract expires.
11. The Board of Education recognizes the expertise of its Administrators and the value of such expertise to the District. The Board will on many occasions seek the advice and counsel of its Administrators in matters such as development of policy, establishing job classifications and promulgating rules for operation of the District. The ultimate decision as to whether to seek the advice and counsel of any Administrator shall rest with the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the laws of the State of Michigan. In the event any provision of this contract is or comes into conflict with the law of the State of Michigan such provision shall be void and no longer enforceable.

ARTICLE 3

ADMINISTRATOR RIGHTS

A. Administrative Contracts

All individual administrator contracts shall be made expressly subject to the terms of this Agreement. Every individual administrator contract shall exclude tenure in any administrative position held by any Administrator.

- B. The term of this contract shall be extended each year for one additional year beyond the contract's expiration date unless the BOARD gives notification of non-extension in writing at least 60 days before the end of the contract year. In each instance of automatic extension, a new two (2) year contract shall be prepared and executed by the parties, and the terms and conditions of the new contract shall be identical to the provisions of this AGREEMENT except with the respect to dates describing the contract period as extended and the amount of the ADMINISTRATOR'S salary for the subsequent school year, which salary shall be determined in accordance with the salary schedule included in this document.

Notification of non-extension may be given only for a reason that is not arbitrary or capricious. The BOARD shall not issue a notification of non-extension unless the ADMINISTRATOR has been provided at least 30 days advance written notice that the BOARD is considering non-extension together with a written statement of reasons for such non-extension. After the issuance of the statement of reasons but before the non-extension resolution is acted upon, the ADMINISTRATOR shall be permitted to meet with not less than a majority of the BOARD to discuss the reasons set forth in the written statement. If as the result of successive non-extensions, validly undertaken, the ADMINISTRATOR is working in the final year of this contract of employment, the BOARD may decline to renew this contract only in accordance with the procedures mandated and reasons permitted by the 1979 P.A. 183.

- C. The District shall have and retains the right to terminate an individual Administrator's contract during its term for just cause. Prior to such termination, the Administrator shall be entitled to a hearing before the Board. If the Board terminates the individual agreement prior to its expiration (other than a nonrenewal in conformance with the school code) the Administrator shall have the right to appeal the decision to an Arbitrator. The demand for arbitration must be filed with the American Arbitration Association (AAA) within fifteen (15) calendar days of the Board's decision. In the absence of the filing of a timely demand for arbitration, the Board's decision shall be final and binding on the Administrator and the District. If the Administrator demands arbitration, an Arbitrator shall be appointed by AAA in accordance with its rules. The Arbitration hearing shall be conducted at the District administrative offices. The Arbitrator's authority shall be as follows:

1. To determine whether there was just cause for discharge which shall be limited to determining whether the acts which were the basis for the discharge in fact occurred.
 2. If the Arbitrator determines there was not just cause for discharge (the acts resulting in discharge did not occur) the only remedy he/she may grant is to award the Administrator the balance of their salary for the balance of the term of their individual contract. The Board shall then have the option to pay off the balance of the contract or reinstate the Administrator, at the Board's discretion. The Arbitrator shall have no authority to reinstate the Administrator, no authority to award salary beyond the term of the individual Administrator's agreement and no authority to award damages or attorney fees. The Arbitrator's award, if within the scope of his/her authority, shall be final and binding on the District and the Administrator.
- D. Any complaint made against an Administrator if, to the extent determined to be advisable by the Superintendent, will be promptly called to the attention of the Administrator.
- E. Administrators will be given a copy of all correspondence about them which is placed in their personnel file, copies of all complaints, reprimands, disciplinary action and evaluations which are placed in their personnel files.
- F. Any administrator shall have the right to review his/her own personnel file. The administrator may request to be accompanied by a fellow administrator in such review of said files. The official personnel file shall be maintained at the Superintendent's office and each administrator shall have the right to a copy of any material in his/her file.

ARTICLE 4

EVALUATION

An annual evaluation shall be completed by the Superintendent or Assistant Superintendent for each Administrator. The evaluation form shall be mutually agreed upon by the Administrators and the Board. In the event the Administrator's evaluation shows need for improvement, the evaluation instrument shall include suggestions for improvement.

ARTICLE 5

FRINGE BENEFITS

INSURANCES

The BOARD agrees to pay the State hard cap rate for the premium for one person, two person and full family health care and insurance benefits in a plan as determined by the BOARD. In lieu of health insurance, the BOARD agrees to pay a sum equal to the State hard cap rate for a single subscriber rate for an annuity or life insurance. Both of these options shall be at the ADMINISTRATOR'S choice. At the time the BOARD institutes a cafeteria plan, the TSA would become an option on the cafeteria plan.

The BOARD agrees to provide full family vision insurance in a plan as determined by the BOARD. (The board will pay 100% of the premium.)

The BOARD agrees to provide the ADMINISTRATOR with term life insurance in the face amount equal to two (2) times the amount of his annual salary (cap \$150,000).

The BOARD agrees to provide the ADMINISTRATOR with full family dental insurance in a plan as determined by the BOARD. (The board will pay 100% of the premium.)

The BOARD agrees to provide the ADMINISTRATOR with Managed Sick Leave disability insurance or a comparable short term and long-term disability program as determined by the BOARD in accordance with the established BOARD policy.

The BOARD agrees to credit any ADMINISTRATOR hired after October 1, 1998 with 30 days of accumulated sick time in order to ensure the Administrator's eligibility for SET-SEG long-term disability coverage.

The BOARD retains the option to bid all insurances. When the BOARD considers a change in insurance plans, the BOARD agrees to meet with representatives of the Administrative group to discuss the proposed change to assure that the coverage for ADMINISTRATORS is comparable. If this discussion does not produce agreement the ADMINISTRATORS will receive the same insurance package as the Superintendent and other Central Office ADMINISTRATORS.

Coverage in health, vision and dental plans will be comparable to current coverage.

The business office will have on hand full description of health, vision and dental plans.

VACATIONS

ADMINISTRATORS scheduled to work the full calendar year shall be entitled to receive twenty (20) vacation days each year. Such leave to be scheduled with the knowledge and consent of the Superintendent. ADMINISTRATORS covered in this section of the contract could be granted an additional five (5) days of paid vacation in years where their absence would not interfere with the performance of their duties. The granting of the additional five (5) days would be at the sole discretion of the Superintendent.

PAID HOLIDAYS

ADMINISTRATORS working the full calendar year shall receive ten (10) paid holidays which are: Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

LEAVES

Each ADMINISTRATOR shall be entitled to receive twelve (12) sick days per annum cumulative to 200 days.

All ADMINISTRATORS may use five (5) days of accumulated sick leave for bereavements per occurrence.

Each Administrator shall be entitled to three (3) personal business days per annum with the permission of the Superintendent of Schools. Personal business days not used shall accumulate as sick leave.

SEVERANCE PAY

The ADMINISTRATOR shall receive severance pay at the rate of one-half the daily rate for sick days accumulated to a maximum of one-hundred eleven (111) days if, during the duration of the AGREEMENT he has accrued ten (10) years of service with the DISTRICT. In the event of the Administrator's/Director's death while still in the employ of the district, the severance pay shall be payable to his/her designee or heirs.

CONTRACT YEAR

The contract year for ADMINISTRATORS will consist of the following number of workdays:

High School Principal	245 days
High School Assistant Principal	210 days
Middle School Principal	215 days
Middle School Assistant Principal	210 days
Elementary Principal	210 days
Director of Special Services	days
Director of Athletics and Student Services	210 days

*The ADMINISTRATORS have agreed to take three (3) unpaid days in the 2012-2013 school year.

If the SUPERINTENDENT deems the services of the ADMINISTRATOR are needed when school is not in session then the SUPERINTENDENT may, at his discretion, request the ADMINISTRATOR work during the summer or any other time when school is not in session.

INCLEMENT WEATHER

ADMINISTRATORS at the discretion of the Superintendent would not be required to report for duty when inclement weather prohibits the opening of school for students.

MISCELLANEOUS


The BOARD agrees to pay the basic contribution for the Michigan School Employees Retirement System.

The BOARD agrees to pay membership for one (1) state and (1) national professional organization appropriate to the ADMINISTRATOR'S position within the DISTRICT. Other memberships will be paid at the discretion of the SUPERINTENDENT.

DURATION OF THE AGREEMENT

This Agreement for all ADMINISTRATORS shall be effective as of July 1, 2012, and shall continue in effect until midnight through June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

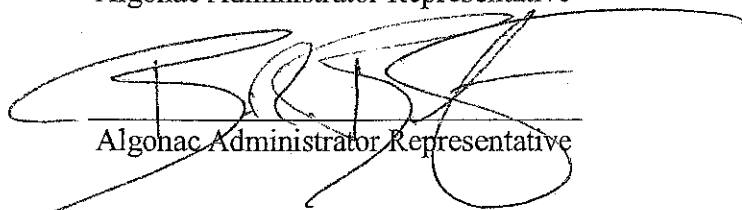
In witness whereof, the parties hereto have affixed their hands and seals this 4th day of June, 2012.



Michael E. Sharrow
Superintendent



Algonac Administrator Representative



Algonac Administrator Representative

Algonac Administrator Representative

SALARY SCHEDULE
ADMINISTRATORS
2012-2013

	<u>Total</u> <u>Compensation</u> <u>Salary</u>	<u>Percent</u> <u>Experience</u>
High School Principal	\$ 106,179	100%
Algonquin M.S. Principal	\$ 100,457	100%
Algonac Elementary Principal	\$ 94,569	100%
Millside Elementary Principal	\$ 91,814	100%
Fair Haven Elementary Principal	\$ 90,884	100%
Director of Athletics	\$ 82,359	100%