

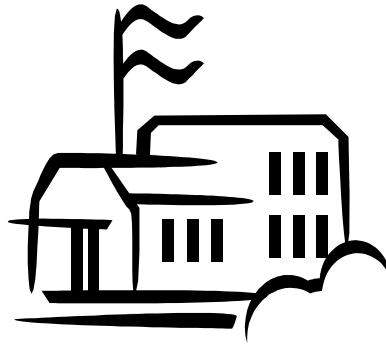
Master Agreement

between

Marysville Public Schools

and

Marysville Association of Building Administrators
(MABA)



Contract Years:

2008-2009

2009-2010

2010-2011

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AGREEMENT

THIS AGREEMENT is entered into on the first day of July, 2008, by and between the BOARD OF EDUCATION of the MARYSVILLE PUBLIC SCHOOLS DISTRICT, Marysville, Michigan, hereinafter called the "Board", and the MARYSVILLE ASSOCIATION OF BUILDING ADMINISTRATORS, hereinafter called the "Association".

ARTICLE I
RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, terms and conditions of employment for the entire term of this Agreement for all School Building Administrators, but excluding all other employees of the Marysville Public Schools District.

“School Building Administrators”, as hereinafter used in this Agreement shall be construed to include the following whenever employed by the District:

1. Principals
2. Assistant Principals
3. Athletic Directors

ARTICLE II

DEFINITIONS

1. BOARD:

The Board of Education, Marysville Public Schools District, Marysville, Michigan, and/or its agents.

2. ADMINISTRATOR:

Those employees represented by the Association.

3. ASSOCIATION:

Shall refer to the Marysville Association of Building Administrators or its officially-designated representatives.

4. DISTRICT:

The Board of Education or its officially-designated representative.

ARTICLE III

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 and vested in the laws and the Constitution of the State of Michigan, and of the United States, including by way of example but not by the way of limitation the right:

1. To the management and the administrative control of the school system and its properties and facilities;
2. To hire all administrators and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion or transfer;
3. To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board;
4. To determine the duties, responsibilities and assignments of administrators;
5. To determine the type and number of administrators;
6. To determine the legal, operational, geographical and organizational structure of the District, including the chain of command, division of administration authority, organizational divisions and sub-divisions, 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 admissions, attendance, pupil transfers, transportation, food services, 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 District facilities, functions and activities; work schedules; the school calendar;
9. To determine the safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters;

10. To determine the termination or layoff of administrators.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board in its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

ASSOCIATION RIGHTS

A. 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.

B. Administrative Contracts

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

C. Use of School Facilities

The Association and its members shall have the right to use school buildings, in accordance with Board policies at all reasonable hours for meetings, provided that, when special custodial services are required, the Board may make a reasonable charge therefore.

The Association may use school facilities and equipment, including computers, printers, copiers, and other duplicating equipment normally available to teachers and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with the approval of the Superintendent. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal. Association use of school equipment will be permitted provided that:

1. The use is strictly to service the legitimate business of the Association, such as records, notices, correspondence, etc.
2. The purpose is for internal business use of the Association and is not for public distribution.
3. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.

D. Membership Fees

The payroll deduction of membership dues shall be made each pay period for ten months beginning with the second pay of the school year and ending in June of each

year. The Association agrees to furnish the District with an initial list including the name of each administrator, the amount to be deducted, and the total amount to be remitted to the Association each pay period. The District will issue a check to the Association each pay period in the total amount indicated to be submitted for each pay period. Any modifications of this list will be submitted by the Association through its Treasurer.

E. The Board agrees to furnish to the Association public information as required by the Michigan Freedom of Information Act.

F. Any Administrator shall have the right to review his or her own personnel file. The right to review the personnel file shall be as set forth in the Bullard-Plawecki Right to Know Act.

G. Handling of Complaints

The Board and Association agree that there shall be prompt and expeditious handling, at the building level, of a school-related complaint regarding an Administrator or a program or other employees and/or personnel he/she supervises. It is agreed that such complaints, where the Superintendent deems it appropriate, will be promptly referred to the Administrator affected.

It is agreed that if the complaint is not resolved at the building level, the Administrator shall have the opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any action is taken on the matter.

This section is for the review and action upon complaints that are not anonymous.

ARTICLE V

ADMINISTRATOR'S RIGHTS

A. The Board recognizes the necessity of state and national conferences. Each Administrator shall be permitted to attend a State conference annually with expenses to be paid as permitted by Board policy. The Board policy as to such leaves and the allowable expenses for such leave shall not be subject to the grievance procedure.

B. In the event that any requisition, submitted and signed by an Administrator, is rejected by the Superintendent or the Board, said Administrator shall be notified by the Superintendent. The Superintendent or his designee will endeavor to notify the Administrator of any rejected requisition within 15 days of its submission.

C. Each Administrator who does not already have one shall receive an updated Board policy handbook at the inception of this contract. Each Administrator shall immediately receive a copy of any change or amendment to the Board policy handbook whenever the Board takes such action.

D. Any Administrator while not otherwise on duty, filling a position which is normally an extra duty paid teacher position, will be paid at a comparable rate, if said Administrator requests compensation.

E. Any Administrator shall have the right to have an Association representative present during any conference that relates to disciplinary matters or an investigation which may lead to disciplinary action.

F. All Administrators, upon written request, shall receive a yearly extra curricular activity pass for District events (i.e., sports, concerts, plays, etc.).

ARTICLE VI

LEAVE: PERSONAL ILLNESS, BUSINESS AND CHILDBIRTH

A. Sick days without loss of pay shall accrue at the rate of one (1) day for every fifteen (15) paid days of the Administrator's contract year, i.e., fourteen (14) sick days for up to 214 paid days, fifteen (15) sick days for up to 220 paid days, and seventeen (17) sick days for up to 260 paid days. The accrual for the school year will be credited to the Administrator's account at the beginning of each school year in September. Such sick days without loss of pay may be taken for the reasons cited in paragraph "D" below. If an Administrator is paid for any credited sick leave days which have not accrued to his/her benefit and terminates his/her employment with the Board, he/she shall repay to the Board all monies received for all such unaccrued sick leave. The Board reserves the right to require a doctor's report on sick leaves longer than five (5) school days duration, and/or if two Administrators or more report in sick on any one school day.

B. All unused sick leave allowance days at the end of the school year are placed in each Administrator's accumulative sick leave bank. An Administrator may accumulate up to 351 days. Each Administrator under contract shall be notified during the month of September of how many days of personal sick leave to date have been accumulated in his sick leave bank.

Beginning the 2004-2005 school year, administrators with over one hundred twenty (120) sick days may sell up to ten (10) of those days back to the District. An individual must maintain at least 120 sick days after buy-back. The buy-back rate will be \$70.00 per day.

If an annual amount exceeds the annual cap of \$3,000, then administrators who want to sell back days will be limited to fewer than ten (10) days. The buy-back opportunity will be between June 1 and June 15 of each year with a payout by June 30 and shall be requested on a form provided by the District.

C. At the beginning of the school year, the Board shall contribute thirty (30) days to a general sick leave bank, to be administered by the Board. Said thirty (30) days shall be non-cumulative. Upon the Board's determination, it may allow a maximum of ten (10) days to an Administrator who has exhausted his/her personal sick leave, including all accumulated sick leave, provided there are sufficient days available in the bank.

D. Leave of absence with pay:

1. Leave chargeable to personal sick leave bank:
 - a. Personal illness and/or disability;
 - b. Illness in the immediate family, limited to 12 days per year. Superintendent may authorize additional days/persons in cases of unusual hardship;

- c. Death in the immediate family, Superintendent may authorize additional persons in cases of unusual hardship;
 - d. Time when emergency illness in immediate family requires an Administrator to make arrangements for necessary medical or nursing care;
 - e. Matters of illness not listed above, if approved by the Superintendent;
 - f. Childbirth-Leave shall commence when the Administrator is no longer able to adequately perform the duties which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her Physician, she is able to adequately assume the duties to which she is regularly assigned.
 - g. Immediate family, natural or step, shall be interpreted as father, mother, father-in-law, mother-in-law, former legal guardian, brother, brother-in-law, sister, sister-in-law, spouse, child, son-in-law, daughter-in-law, grandchild, grandparents, or any family member living within the same household.
2. Business leave chargeable to personal sick leave bank:
- a. A maximum of three (3) personal business days, without review (non-cumulative), will be allowed annually without loss of pay chargeable against sick days, for business and family obligations that cannot be made outside the regular school day. Not more than two (2) Administrators will be approved for a personal business leave on any day.
 - b. Personal business days may be used for such things as court appearances, attending graduation exercises of children and attending funerals of relatives and close personal friends, providing that arrangements are made with the Superintendent.
 - c. Except for funerals of relatives or close personal friends, the last working day before or after a holiday or vacation will not be recognized by the Board as a personal business day. This condition may be waived by the Superintendent of Schools when an unusual situation occurs.
 - d. Personal business days shall not be used for the purposes of personal pleasure, such as travel, shopping, hunting, skiing, sports events, extended vacations, or for gainful employment. Personal business days will not be used to excuse the Administrator from Parent-Teacher Conferences or student examination days. The Superintendent, at his sole discretion, may authorize the leave.

- e. Routine doctor and dentist appointments are to be scheduled on the Administrator's personal time. Emergency doctor and dentist appointments will be deducted from sick leave.
3. Leave of absence not chargeable to personal sick leave bank:
- a. Jury duty (Board to make up difference in pay);
 - b. Court appearance as a witness If subpoenaed (Board to make up difference in pay).
 - c. Administrators absent because of mumps, measles, scarlet fever, or chicken pox shall not suffer loss of personal leave or salary.
 - d. An Administrator who suffers a work related injury or physical condition that qualifies the Administrator to worker's compensation shall be permitted to make up the difference between the worker's compensation being received and his regular salary by using his available sick leave bank to a maximum of 33 weeks.
 - e. Such other days as are approved in advance by the Superintendent.
 - f. Attendance at meetings associated with official Association business for a total of seven (7) days for the entire Association membership.
4. A maximum of five (5) personal business days without pay may be allowed. Said days may only be taken with prior approval of the Superintendent.
- E. Family leave sections of this article will conform to the Federal Family Medical Leave Act of 1993.

ARTICLE VII

LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted by the Board, at its discretion, after two years with the system, up to one year to any Administrator who joins the Peace Corps, Job Corps, Teacher Corps, Foreign Teacher Exchange Program, Intern Program, or Graduate Assistant Program. Upon return from such leave, the Administrator will be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period, with a limit of one increment. Application for such leave shall be made by March 1st of the current school year. Any application received after March 1st date will be considered for approval by the Superintendent of Schools. The decision of the Board to deny a request for a leave of absence under this paragraph shall be subject to the grievance procedure through Board level.

B. Leaves of absence without pay may be granted by the Board, at its discretion, to Administrators to explore an alternative career, or for other personal reasons. Leave, if approved, will be without pay, but with fringe benefits. Seniority will accrue during the period of leave. Application for such leave shall be made by June 1st of the current school year. The decision of the Board to deny a request for a leave of absence under this paragraph shall be subject to the grievance procedure through Board level.

C. A leave of absence for child care may be granted by the Board at its discretion. The childcare leave, if granted, will be without fringe benefits or accrual of seniority. The decision of the Board to deny a request for a leave of absence under this paragraph shall be subject to the grievance procedure through Board level.

D. The Board, at its discretion, may grant an Administrator contemplating adopting a child a leave of absence. The decision of the Board to deny a request for a leave of absence under this paragraph shall be subject to the grievance procedure through Board level.

E. A medical leave of absence, without pay, shall be granted to Administrators who have been employed by the School District for two (2) consecutive years or more, if required by the Administrator's treating physician in writing and if said leave is necessary for legitimate health reasons. The Board shall have the right to seek a second medical opinion, and if requested to do so, the Administrator shall be required as a condition to receiving such leave and benefits to produce himself/herself for the examination. Such leave shall not exceed one (1) year plus the balance of the unfinished year. The Administrator's standing on the salary schedule shall not change during the period of the leave. If the Administrator has completed one semester or more during the year in which said leave is commenced, one (1) increment will be granted for said year.

The Board agrees to continue to provide health insurance and life insurance benefits, subject to availability from the District's carriers, by payment of premiums therefore as provided in this Agreement.

F. Military leaves of absence shall be granted as provided for in the United States Code and Michigan Compiled Laws.

G. General regulations affecting leave of absence:

1. A leave of absence may be extended at the discretion of the Board.
2. Application for return from leave of absence shall be filed with the Superintendent of Schools not later than the end of the first semester preceding the August or September in which he/she wishes to return.
3. Conditions for return:
 - a. Competent proof must be given to the Board that the Administrator applying for return from medical leave of absence is competent and qualified to perform the duties of an administrative position for which application is made.
 - b. It is the intent and it shall be the policy of the Board to return an Administrator on leave of absence to the same position of like nature, status, and pay, unless seniority as stated in Article IX (Seniority), makes it impossible to do so.
 - c. Administrator who returns from a childbirth or medical leave within sixty (60) school days shall be assured of his/her previous administrative position.

H. Family leave sections of this article will conform to Federal Family Medical Leave Act of 1993.

ARTICLE VIII

SABBATICAL LEAVE

A. Authorization

1. Sabbatical leave of absence may be granted to Administrators. The granting of such leaves are subject to the approval of the Board, upon recommendation of the Superintendent, when in their considered judgment, the professional competence of the Administrator and the general welfare of the school system will be benefited. The decision of the Board on any request for a sabbatical leave shall be subject to the grievance procedure through Board level.
2. The rules and regulations of the Marysville Public Schools Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto.
 - a. Any Board, after an Administrator has been employed at least seven (7) consecutive years by said Board, and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said Administrator a Sabbatical Leave for professional improvement not to exceed two (2) semesters at any one time, provided, that the Administrator holds a permanent, life, or continuing certificate, or is engaged in teaching in a college maintained by the Board. During said Sabbatical Leave, the Administrator shall be considered to be in the employ of the said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board, provided, however, that said Board shall not be held liable for death or injuries sustained by an Administrator while on Sabbatical Leave.
 - b. Administrators on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of controls of public school employees' retirement funds.
 - c. An Administrator upon return from Sabbatical Leave shall be restored to his/her administrative position, or to a position of like nature, seniority, status, and pay, subject to the said seniority and placement provisions of this agreement. Said Administrator shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law. (Sec. 572, School Code of 1955-M.S.A.:15,3572)

B. Eligibility and Qualifications

Any Administrator employed by the Marysville Public School District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements.

1. Applicant must hold a permanent, life, or continuing teaching certificate.
2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Marysville Public School District. Absence from service in the District for a period of not more than one (1) year under a leave of absence without pay, granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven (7) consecutive years.
3. Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as an Administrator.
4. Sabbatical Leaves of absence may be granted to not more than one (1) Administrator in the District during any one year.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
6. The applicant signs an agreement to return to service with the Marysville Public Schools District immediately upon the termination of Sabbatical Leave and to continue in such service for a period of one (1) year (unless causes beyond his/her control prevent), or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

C. Purposes of Sabbatical Leave

Sabbatical Leave is given to Administrators to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applicants for Sabbatical Leave or other types of experiences will be considered on their merits and may be approved by the Board upon recommendation of the Superintendent. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave;

1. For Formal Study: A program of work should be outlined which will qualify the applicant for a higher credential in his/her profession or a program of recognized courses relating to the present or prospective service of the applicant in his profession.
2. For Research and/or writing: The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his/her profession.

3. For Travel: A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.
4. For Other Reasons: A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

D. Application Requirements and Procedures

Applications for Sabbatical Leave must be filed on the prescribed forms with the Superintendent. The due date of such forms shall be March 1 for leaves beginning with the first semester of the following school year, and September 1 for leaves beginning the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.

A Sabbatical Leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein.

E. Requirements and Status While on Sabbatical Leave

1. Financial Policies

- a. The compensation for the Administrator on Sabbatical Leave shall be one-half (1/2) of the salary he/she would receive were he/she on active staff status for the period in which the leave is effective.
- b. Payment of salary to an Administrator on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the administrative staff. The Administrator on leave shall be responsible for keeping the School District Business Office notified as to his/her address.
- c. A term of Sabbatical Leave shall entitle the Administrator at an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
- d. The regular personal sick leave policy shall apply to an Administrator on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning illness for the Superintendent's consideration.

- e. All current fringe benefits shall be granted to Administrators on Sabbatical Leave provided that insurance benefits will be granted to the extent permitted by the carriers.

2. Reports Required on Sabbatical Leave

- a. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
- b. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school district.
- c. The Superintendent may require, and the Administrator shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent shall find that the Administrator is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the Administrator by the Board shall become immediately due and all future payments shall cease. When an Administrator completes the planned program of the leave, but does not return to service with the Marysville Public Schools District, he/she shall within two (2) years repay to the Board the amount received by him/her during the Sabbatical Leave.

F. Requirements and Status Upon Returning from Sabbatical Leave

- 1. At the expiration of a Sabbatical Leave, the Administrator shall be restored to his/her position or to a position of like nature, seniority, status and pay, provided that the Administrator remains eligible for reinstatement under the rules and regulations of his/her Agreement, subject to the seniority and placement provisions of this Agreement.
- 2. If an Administrator does not remain in the employ of the Marysville Public Schools District for one (1) year immediately following his/her Sabbatical Leave, he/she shall within two (2) years repay the Board the amount of money which has been granted. This rule does not apply in cases wherein the Administrator becomes incapacitated to work or in cases wherein the rule is waived by the Board.

ARTICLE IX

SENIORITY

A. Seniority is defined as unbroken service in the bargaining unit. Seniority will begin on the first date an Administrator actually begins work in a position under an administrative contract.

B. In the event that an Administrator accepts a full-time assignment that is not within the bargaining unit, seniority, as it concerns this Association and this contract, will not accrue during that period of time.

C. An administrative assignment for a year is considered a year of seniority.

D. A seniority list containing years of administrative service and years of teaching service in the Marysville Schools will be compiled and updated annually.

ARTICLE X

LAY-OFF AND RECALL

A. The Association recognizes the Board's right to reduce the number of administrative personnel. A decision or decisions of the Board to reduce the number of administrative personnel shall be subject to the grievance procedure through Board level.

B. For the purpose of the Article, the term "reduction" shall mean the elimination of an administrative position within the bargaining unit or a decision by the Board not to fill an administrative position.

C. When the Board determines there shall be a reduction in the number of employees covered by this Agreement, the employees to be affected by such reduction shall be determined by considering the following factors. The factors considered shall be annual evaluations, experience, qualifications, certification, and length of service. Unless there is a significant difference in the above factors, the employees with the least seniority shall be laid off first. A decision as to whether a "significant difference" exists in the factors set forth in this paragraph shall be subject to the grievance procedure through the Board level.

D. An Administrator laid off through the procedure as stated in this Article shall be recalled in the reverse order to his/her lay-off provided the individual to be recalled is qualified to fill the available position.

E. In the event the Board determines there shall be a reduction in administrative positions, it shall give notice by Article XI (B).

ARTICLE XI

STAFFING, VACANCIES, AND TRANSFERS

A. If additional positions (not existing at the present time) in the bargaining unit are to be proposed by the Board, the Association shall be informed in writing of the new administrative positions, including a job description, prior to the announcement and/or posting of said position. If a new position is being created, the District shall give written notice to the Association of the position and the classification the District intends to create and the pay rate for said classification. If the Association disagrees with the classification and/or pay rate proposed by the District, it shall notify the District in writing within ten (10) days of the date of the notice sent by the District. If the Association objects to the classification and/or pay rate in writing, said rate shall be negotiated by the Association and the District.

B. If the District intends to change existing positions in the bargaining unit, the Association shall be informed of the proposed changes in writing at least ten (10) calendar days prior to the Board meeting at which the Board will make a final decision on the proposed changes. For purposes of this Article, changes shall mean elimination of job, combination of one or more jobs, significant changes in job duties, or the decision not to fill a position. It is expressly understood the decision to make such changes is a management decision.

C. Vacancies

Whenever an administrative vacancy occurs inside or outside the bargaining unit, the Board shall post said vacancy for a period of fourteen (14) calendar days, and in writing to the President of the Association. When school is not in session, the Board will give written notices to all administrative personnel at their last posted address on Central Office records.

D. Transfers

A “transfer” shall mean the re-assignment of an Administrator to a classification different than that being held by said Administrator.

1. Any administrator shall have the right to request a transfer. The decision as to whether to grant or deny a request for a transfer shall be within the discretion of the District and such decisions shall not be subject to the grievance procedure.
2. A request for transfer must be filed, in writing, within the posted period as indicated.
3. When transfer is to be made, the following factors at a minimum shall be considered by the Board:

- a. Annual evaluations,
- b. Length and area of professional experience with the system,
- c. Length and area of professional experience outside the system, and,
- d. Certifications.

E. Involuntary Transfers

Administrators who are involuntarily transferred after commencement of classes (during the school year) shall not suffer a reduction in pay during the course of the school year in which the transfer is made provided the transfer was made for reasons other than performance problems or disciplinary reasons. If such an involuntary transfer is made for disciplinary reasons or performance problems, the rate of pay shall be reduced to the appropriate rate for the new position. If an Administrator objects to a transfer, the dispute may be resolved through the grievance procedure through the Board level. A grievance concerning an involuntary transfer shall not be subject to arbitration.

ARTICLE XII

ADMINISTRATIVE GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a complaint by an Administrator in the bargaining unit, or the Association in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement. Every grievance must allege a violation, misinterpretation, or misapplication of a specific article and section of this Agreement which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.

2. The “grievant” is the Administrator(s) making the claim.

3. A “party in interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.

4. The term “day” shall mean a school day.

B. Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

3. Nothing contained herein shall be construed as limiting the right of any Administrator with a grievance to discuss the matter informally with any member of the administration, excluding the Board and any Board member, or of proceeding independently as described in section “D” of these procedures.

C. Structure

The Superintendent shall be the Board’s administrative representative when a grievance arises.

D. Procedure

The number of days indicated at each level is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing. If the grievance is filed on or after June 1, time limits shall be reduced.

Level One – Appropriate Supervisor

1. Informal Step: An Administrator with a grievance shall discuss it with the Superintendent within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of the meeting.
2. Formal Step – Superintendent
 - a. If the Administrator is not satisfied with the results of the informal discussion, the Administrator shall place the grievance in writing and present it to the Superintendent within five (5) days following the informal conference.
 - b. The Administrator may again meet with the Superintendent and discuss the matter, alone or together with the Administrator's Association representative. Superintendent shall also have the right to have another representative present.
 - c. A written and signed disposition of the grievance shall be made within five (5) days by the Superintendent.

Level Two – Superintendent and Association

1. In the event the aggrieved Administrator is not satisfied with the written disposition of his/her grievance at Level One, he/she shall, within ten (10) additional days, file the grievance with the Association.
2. After receipt of the written alleged grievance, the Association shall decide whether or not there is a legitimate grievance.
 - a. If the Association decides that no grievance exists, the Association shall so notify the claimant in writing within five (5) days after receipt of the written alleged grievance. The Administrator may continue to process his claim through Level Three only, within the Association's support.
 - b. If the Association decides there is a legitimate grievance, the Association shall within ten (10) days after receipt of the written grievance, file the grievance in writing with the Superintendent.
3. Within ten (10) days after receipt of the grievance by the Superintendent, he shall render a decision in writing as to the solution of the grievance.

Level Three – Board of Education

1. If the Association is not satisfied with the disposition of the grievance at Level Two the Association shall, within ten (10) days from the receipt of the decision by the Superintendent, refer the grievance in writing to the Board via the Superintendent.
2. The Board shall meet with the Association President and the parties to the grievance for the purpose of arriving at a decision to the grievance.
3. The Board shall within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance.

Level Four – Arbitration

1. If the Association is not satisfied with the disposition of the grievance by the Board, the written grievance shall be submitted within (10) days to arbitration, by written notice to the Board.
2. Within five (5) days after such written notice submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) calendar days after the submission in writing of the grievance to arbitration as aforesaid, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.
3. The Arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.
4. a) Arbitrability: The following matters shall not be arbitrable and shall not be subject to arbitration:
 - 1) Discipline resulting in discharge or the decision not to renew an Administrator's contract.
 - 2) Evaluation other than procedural matters.
 - 3) Any matters which are not arbitrable under the specific provisions of this Agreement.

- b) The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement. The Arbitrator shall also have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.
- c) The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice, provided that the District has given advance notice to the Association of its termination of said past practice.
- d) The Arbitrator shall have the power to render a monetary award that provides to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages and shall have no power to award interest or attorney fees.
- e) In rendering the decision of the grievance, the arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District regardless of the basis upon which the Arbitrator determines said management decision should be overturned.
- f) The Arbitrator shall have no power to apply state or federal law and shall not base his decision upon any claimed violation of state or federal law.
- g) The Arbitrator's decision shall be submitted in writing and shall set forth his findings as to the facts and his interpretation of the contract.
- h) If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.

5. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.
 6. The fees and expenses of the Arbitrator shall be shared equally by both parties.
- E. Rights of Administrators to Representation
1. Any party of interest may be represented by the Association or by a representative of the Michigan Association of Secondary School Principals and/or Michigan Elementary and Middle School Principals Association at all meetings and hearings at any level of the grievance procedure.
 2. The Association shall have the right to be present and to state its views at the adjustment of the grievance.
- F. Miscellaneous
1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
 2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant and the Association.
 3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
 4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the Administrator.
 5. All information and records pertaining to the grievance shall be made available to the Board and the Association upon written request.
 6. Failure of the aggrieved person or Association to comply with the foregoing procedures cancels the grievance.
 7. Grievances shall be processed outside of regular school hours unless mutually agreed to by all parties.
 8. Time lost by an Administrator in connection with any incident mentioned in this Article shall not be charged against the Administrator.
 9. The time requirements herein specified are deemed to be of the essence in this article.

10. Forms for filling and processing grievances shall be designed by the Superintendent and the Association. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed throughout the grievance procedure until resolution.

ARTICLE XIII

ADMINISTRATIVE CALENDAR

- A. The High school Principal shall work a 52 week year. The high school principal shall be entitled to 20 days vacation, which shall accrue at the rate of 1.7 days per month worked, available for use during years 1 through 5 in the position, and 25 days vacation, which shall accrue at the rate of 2.1 days per month worked, after completing 5 years in the position. Vacation is to be taken when school is not in session; vacation during school is only with the approval of the Superintendent of Schools. If the High School Principal is paid for any vacation that has not accrued and terminates employment with the District, he shall repay all monies received for all such unaccrued vacation. As vacation is used in the year earned, there is no hold back of vacation benefits.
- B. The Intermediate School Principal, High School Assistant Principal, and Elementary Principals shall have 215 paid days in their yearly calendar consisting of:
- the same work days as teachers (185)
 - 10 days previous to the day teachers report
 - 5 days at the end of the school year
 - 4 additional days as agreed upon by the administrator and assigned by the Superintendent of Schools
 - 10 paid holidays
- C. The Intermediate School Assistant Principal shall have 205 paid days in their yearly calendar consisting of:
- the same work days as teachers (185)
 - 5 days previous to the day teachers report
 - 4 additional days as agreed upon by the administrator and assigned by the Superintendent of Schools
 - 10 paid holidays
- D. The Athletic Director shall have 202 paid days in their yearly calendar consisting of:
- the same work days as teachers (185)
 - 3 days previous to the day teachers report
 - 3 additional days as agreed upon by the administrator and assigned by the Superintendent of Schools
 - 10 paid holidays

The index and annuity shown in Appendix A is in recognition of extra days worked beyond the normal work year to perform the duties required of the position of Athletic Director.

E. Any workdays missed due to snow, inclement weather or other Acts of God, shall be made up by all not-52-week Administrators when the days are rescheduled for students and/or teachers. If a day scheduled to make up a “snow day” is not a regularly-scheduled work day for an Administrator, he/she shall make up said day without additional compensation.

F. For the purposes of this Article, the following days are considered paid holidays:

1. For all Administrators- (1) Labor Day, (2) Thanksgiving Day, (3) the Friday after Thanksgiving, (4) Christmas Eve, (5) Christmas Day, (6) New Year’s Eve, (7) New Year’s Day, (8) Good Friday, (9) Memorial Day, (10) Easter Monday, if school is not in session.
2. In addition to the above, the High School principal shall have Independence Day (July 4) as a paid holiday.

G. Should the Administrators be required to work on an evening or evenings along with their entire staffs (i.e., Parent-Teacher Conferences), they shall be allowed to take all such released time given to their portion of the evening(s) worked.

H. The Administrative work year will include:

1. Attendance at all Board of Education meeting unless excused by the Superintendent.
2. Attendance at Board committee meetings or workshops as requested by the Superintendent of Schools.
3. Parent Advisory Councils for building Principals or other parent involvement or support activities as requested by the Superintendent of Schools.

The above requirements apply to the Administrator’s contracted work year as defined in “A” through “I”.

I. When Administrators are required to work beyond their regular contracted year, they shall be paid at the per diem rate, if said Administrator makes such request in writing.

ARTICLE XIV

COMPENSATION AND FRINGE BENEFITS

A. Administrative Salary Schedule

The salaries of all Administrators shall be paid in accordance to the attached salary schedules of Appendix A, Schedule 1-A and Schedule 1-B.

1. Non-52 week employees may select one of the three (3) pay options.
 - a. Twenty-six (26) equal pays.
 - b. Twenty-one (21) lump sum pays. (Calculated on 26 pays which will leave a summer payoff prior to June 30, but after the work year is completed.)
 - c. Twenty-one (21) equal pays (The first pay will be one week and the last pay will be three weeks.) Each Administrator may select one option that may not be changed during the school year except by mutual agreement.

B. Travel Expenses

An Administrator who must use personal transportation in the performance of his/her duties and/or all other authorized travel will be paid at the maximum rate allowed by the Internal Revenue Service.

C. The District shall pay to the Michigan Public Schools Retirement System such amounts as are required by Michigan Law. Such amounts shall not be deducted from the Administrator's salary.

D. Liability Insurance

The Board of Education shall provide liability insurance, which provides coverage for the Administrators for liability claims. The exact coverages and limits of liability shall be determined by the Board. The Association shall be notified in September of each year as to the amount of coverage.

E. Loss Compensation

The District may reimburse Administrators for losses of personal property, which occur as a result of the Administrator's performance of his/her employment. Requests for such reimbursement shall be handled on a case-by-case basis and the

decision whether to grant or deny such a request shall be at the sole discretion of the Superintendent.

F. Medical Examination

1. The District shall reimburse each Administrator an amount not to exceed One Hundred (\$100.00) Dollars toward a physical examination by a medical doctor once every two- (2) years from the date of the last physical. Should the net cost of the physical, after applying reimbursement from the current hospitalization-medical plan, be less than One Hundred (\$100.00) Dollars, then the District shall pay the lesser amount (net cost).
2. The District reserves the right to require a physical or mental examination by a medical doctor for any Administrator. Such examination shall be at District expense and by a medical doctor selected by the District.

G. Association Memberships

The District shall pay for one State and one National professional association membership for each Administrator, provided the membership and fee are approved in advance by the Superintendent.

H. Severance Pay

An administrator who retires from the District will receive terminal pay based on 10% of the severance amount for each full year of service [or no less than the amount eligible for previous teaching experience under the MPS/MEA Master Agreement].

Severance Amount Calculation: 15% of the Administrator's daily rate of pay for each unused sick day accumulated at the time of termination up to a maximum of \$9,000.00.

An Administrator who dies while employed by the District will be eligible for the same benefits as an Administrator retiring. The severance pay in such cases will be paid to a beneficiary designated by the Administrator.

I. Purchase Option

An Administrator may purchase, at cost, additional insurance coverage granted memberships of other bargaining units as long as insurance company rules permit.

J. Tuition Reimbursement

Maximum tuition reimbursement under this article shall be \$1,300 per administrator, with a maximum of \$650 per year, and shall be available during a five year period of time from the first request for reimbursement, renewable for each five (5) year period thereafter.

The administrator will be reimbursed provided the following conditions are met:

- (1) Tuition costs are incurred after July 1, 2003;
- (2) Tuition costs must be incurred at a degree granting institution and courses taken are at the graduate level.
- (3) Courses eligible for reimbursement must be in the field of education administration, or as approved by the Superintendent of Schools;
- (4) Administrator must submit documentation of successful completion of courses to be reimbursed, as well as copies of paid tuition receipts.

Requests for payment shall be submitted on forms provided by the District, with payment to be made following the next regular Board meeting.

**ARTICLE XV
INSURANCE PROTECTION**

The District agrees to furnish to all Administrators the following insurance protection:

- A. The Board will pay the monthly premium for the cost of hospital-medical-surgical insurance for each regularly-employed Administrator under contract who makes proper application to participate, provided the Administrator is not already covered by comparable insurance. The Board will pay the monthly premium for the cost of health insurance equivalent to MESSA Super Care I (\$100/\$200 Single/Family deductibles, \$10/\$20-prescription co-pay, or MESSA Choices I, \$10/\$20-prescription co-pay (base premium). Administrators electing Super Care I will pay the cost difference in premium between Super Care I and Choices I by way of monthly payroll deduction. Employees enrolled in Super Care I or Choices I will contribute \$10.00 per pay for twenty-six (26) pays, by way of payroll deduction, toward the cost of their health care premium.

The carrier is determined and selected by the Board. The District's sole and only responsibility shall be for payment of the monthly premium. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, and all other aspects of coverage.

The District shall offer a Section 125 Plan (the "Cafeteria Plan") consisting of Health Insurance, a Health Care Flexible Spending Account Plan, Cash-In-Lieu of Healthcare Insurance, a Dependent Care Flexible Spending Account Plan, and a Premium Conversion Option.

The health care flexible spending account plan and the dependent flexible spending account plan will be subject to applicable requirements of the Internal Revenue Code and associated regulations, as more fully described in the plan, including limits on medical and dependent care expenses that can qualify for reimbursement, the requirements that all requests for reimbursement be supported by adequate documentation, and the requirement that all amounts credited to an employee's account not used before the end of a Plan Year must be forfeited.

- B. Administrators qualifying for health insurance who are covered by another health insurance policy may elect to waive the Board provided health insurance, in accordance with the District's Cafeteria Plan, and receive a monthly cash election. The amount shall not exceed the aggregate of the equivalent of the District's base premium amount for "self only" coverage described in paragraph A above, nor be less than any other bargaining group. The amount shall be less any payroll taxes payable by the District, in

accordance with the District's qualified plan document which complies with Section 125 of the Internal Revenue Code, or Cafeteria Plan, more fully described below. The minimum amount of such cash in lieu of health insurance benefits shall be \$498.00 per month.

Individual administrators may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

1. They are eligible to receive health insurance benefits; and
2. They file a Waive of Health Insurance form within the timelines established by the Plan Administrator; and
3. They certify that they are covered under another health insurance program.

Administrators who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefits as stated above shall be payable in 12 monthly payments on the first pay of the month. Employees who work less than 52 weeks per year shall have their July and August payments included with the June payment.

To the extent permitted by law, the amount of cash payment received may be applied by the Administrator to a Board approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the Administrator shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

- C. The District will provide payment for the hospital-medical-surgical insurance for the twelve (12) month period of September through August. If an administrator becomes employed by the District prior to September, the District will provide payment for hospital-medical-surgical insurance the first month following cessation of administrator's participation in another plan. If an administrator is employed by the District and covered under another District plan, the administrator will participate in the MABA sponsored plan effective the first of the month following transfer. Upon retirement from the District, an administrator will be covered through the last day of the month in which he/she is employed.
- D. The District will pay the premium for Group Term Life Insurance protection for each Administrator under a group policy with a carrier selected by the District. The amount shall be equal to 1 ½ times administrative salary, said amounts to be

rounded to the nearest \$1,000.00. Subject to agreement by the carrier, the policy will include the following privileges:

1. Administrators who start work after the effective date of the policy will be covered effective the first day of the month following active employment.
2. Administrators leaving employment with the District after the effective date of the policy will be covered until the first day of the month following departure.
3. Administrators will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The District's sole and only responsibility shall be to pay its portion of premium as set fourth in this paragraph.

In the event of accidental death, the insurance will pay double the specified amount.

A. Long Term Disability Insurance

The District shall pay the actual premium cost to provide long-term disability coverage for each Administrator as follows:

1. For any disability as defined by the insurance carrier which exists for a period exceeding 180 calendar days.
2. To insure 60% of covered salary to a maximum of \$4,500.00 per month. The benefit to include primary and family social security benefits as defined by the carrier, and to continue to age 65.

B. The District will pay the premiums for dental insurance for Administrators under a group policy with a carrier determined and selected by the District. Coverage shall be equivalent to Delta Dental Plan E, Classes I, II and Orthodontic Rider 0-4, including internal and external coordination and suffixing of benefits.

C. The District will pay the premium for optical insurance for Administrators under a group policy with a carrier determined and selected by the District. Coverage shall be equivalent to MESSA's Vision Service Plan VSP-II.

D. With respect to paragraph E, F, and G of this Article, the District's sole and only responsibility shall be to pay the premium or its portion of the premium. The provisions of the group policies and the rules and regulations of the carrier or carriers shall govern as to the commencement and duration of benefits and all other aspects of coverage.

ARTICLE XVI

NEGOTIATION PROCEDURES

- A. At least 150 days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, and conditions of employment of members in the bargaining unit employed by the Board.
- B. There shall be three (3) signed copies of the final agreement for the purpose of record: one retained by the Board, one by the Association, and one by the Superintendent.
- C. Any portion of the Agreement may be opened upon the written mutual agreement of the Association and the Board.

ARTICLE XVII

ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be annexed, consolidated, or otherwise reorganized. All bargaining unit members on teacher tenure and/or administrative seniority at the time of annexation, consolidation, or other reorganization shall be granted teacher tenure and/or administrative seniority by the successor Board of Education. All rights accrued by bargaining unit members under this Agreement shall be assumed by the successor Board of Education. No bargaining unit member shall be adversely affected by a change in hours, wages, terms, or conditions of employment in the existing Agreement as a result of the annexation, consolidation, or other reorganization, including but not limited to seniority, salary, fringes, transfer rights, maintenance of standards, layoff and recall, and assignments. Retraining of current personnel will be provided up to and including the continuation of the salary and contractual rights during the retraining period, payment of additional tuition costs, retraining fees and transportation expenses incurred as a result of the change in assignment because of the annexation, consolidation, or other reorganization.

In the event that this District shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association/Union and the continued employment of its members in such district. If any of the above causes a negative impact upon a bargaining unit member employed by the successor Board of Education pursuant to this Agreement, a resolution of the negative impact shall be negotiated between the successor Board as one party and the bargaining unit members of the successor school district as the other party.

ARTICLE XVIII

ADMINISTRATORS' EVALUATION

- A. The performance of all Administrators shall be evaluated bi-annually in writing. At the option of the District, an Administrator may be evaluated annually.

The written evaluation shall be on the agreed form, Appendix B. The evaluation of each Administrator shall be made only on the following criteria, except where performance goals are to be evaluated as provided by Section B below:

1. The requirements and expectations established by the Board and listed as Board policy and job specification and pursuant to this agreement.
 2. General characteristics applicable to all employees such as:
 - a. Educational leadership
 - b. Professional growth
 - c. Human relations
 - d. Cooperation
 - e. Fiscal management
 - f. Communication skills
 - g. Dependability and enthusiasm
 - h. Community relations
 - i. Effectiveness in organizing planning
 - j. Development of subordinates
 - k. Routine administrative responsibilities
 - l. Level of teaching performance (Administrators with classroom teaching responsibilities)
- B. The Superintendent or his/her designee shall follow the procedures listed below in making the evaluations:
1. A conference will be held between the Superintendent and the Administrator to discuss the Administrator's goals for the year. These goals will be based on, but not limited to, the general characteristics outlined above. The administrator shall establish performance objectives for areas the Superintendent deems deficient. Such performance objectives shall be specific and shall relate to the major goals that have been established.
 2. There shall be at least one conference during the first semester with the Superintendent and Administrator evaluating progress toward the attainment of stated goals. At this time, the objectives established in the

initial conference will be reviewed. Areas of inadequacies shall be identified, and the Administrator shall be offered assistance in said area(s).

3. After each evaluation conference, the Administrator will receive a written summation of the meeting from the Superintendent.
 4. The formal evaluation process will be completed by March 15 each year.
 5. Building principals who supervise Assistant Principals or Directors shall provide input on those they supervise upon the request of the Superintendent. The official evaluation of an administrator shall be that as conducted by the Superintendent of Schools.
 6. The official evaluation by the Superintendent shall be made on the agreed form, Appendix B, or a mutually agreed upon form by the Association and Superintendent, and shall be based on the criteria of Section A of this Article.
 7. The Administrator shall be given a copy of the final evaluation by the Superintendent, and he/she shall sign it to indicate he/she has read it. He/she may also request that a copy of his/her own personal statement be submitted and attached to the official record.
 8. When an Administrator does not agree with his/her evaluation, he/she may at his/her option, have a meeting with the Superintendent and attempt to resolve that part of the evaluation with which he/she is not in agreement, upon the mutual agreement of the Superintendent and the Administrator.
 9. Any "Needs Improvement" designation on an Administrator's evaluation shall include specific suggestions by the Superintendent on how the Administrator can improve his/her performance the following year in that particular area.
- C. The parties agree to establish a joint committee to review and realign the performance evaluation process for implementation in the 2010-2011 school year.

ARTICLE XIX

MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any Administrator shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. Either party, upon notice to the other, may re-open for negotiation that portion of the contract that has been ruled invalid by law.

B. There shall be individual administrative contracts which shall be for a duration determined by the Board of Education, not to exceed the length permitted by the Michigan School Code. It is understood all new Administrators shall receive a one-year contract.

Any Administrator (other than a new Administrator) who receives less than a two-year contract, renewable every year, shall be notified by the Board or its designee prior to June 1st of the school year prior to renewal. The Administrator receiving less than a two-year contract shall receive the reasons therefore in writing from the Board. The decision of the Board to grant less than a two-year contract shall not be subject to the grievance procedure. Said individual contracts shall be subject to the terms and conditions of this Agreement or any subsequent agreement between the parties.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2011.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by these duly-authorized representatives on this _____ day of _____, 2009.

MARYSVILLE PUBLIC SCHOOLS DISTRICT

By _____
President of the Board

By _____
Secretary of the Board

MARYSVILLE ASSOCIATION OF BUILDING ADMINISTRATORS

By _____
President of the Association

By _____
Secretary of the Association

Appendix A
Administrators' Salary

2008-2009

	<u>Degree</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
High School Principal	MA	83,328	86,660	89,478	92,297	95,114	97,933	101,455
	Ed. Sp.	86,775	90,247	93,182	96,117	99,052	101,987	105,655
Middle School Principal	MA	76,552	79,614	82,432	85,252	88,070	91,592	
Asst. HS Principal	Ed. Sp.	79,721	82,910	85,845	88,780	91,715	95,384	
Elementary Principal								
Asst. Principal MMS	MA	73,166	76,093	78,909	81,728	84,547	88,070	
	Ed. Sp.	76,193	79,242	82,176	85,112	88,046	91,715	
Athletic Director	MA	73,166	76,093	78,909	83,137			
	Ed. Sp.	76,193	79,242	82,176	86,580			

(The above salary schedule represents a 2.00% increase on 2007-2008 salary.)

2009-2010

	<u>Degree</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
High School Principal	MA	84,994	88,393	91,268	94,143	97,016	99,892	103,484
	Ed. Sp.	88,511	92,051	95,046	98,039	101,033	104,026	
107,768								
Middle School Principal	MA	78,083	81,206	84,081	86,957	89,831	93,424	
Asst. HS Principal	Ed. Sp.	81,316	84,568	87,562	90,555	93,550	97,292	
Elementary Principal								
Asst. Principal MMS	MA	74,629	77,615	80,487	83,362	86,238	89,831	
	Ed. Sp.	77,717	80,827	83,820	86,814	89,807	93,550	
Athletic Director	MA	74,629	77,615	80,487	84,800			
	Ed. Sp.	77,717	80,827	83,820	88,311			

(The above salary schedule represents a 2.00% increase on 2008-2009 salary.)

2010-2011

	<u>Degree</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
High School Principal	MA	86,694	90,161	93,093	96,026	98,957	101,890	105,554
	Ed. Sp.	90,281	93,893	96,947	100,000	103,054	106,107	109,923
Middle School Principal	MA	79,645	82,830	85,763	88,696	91,628	95,292	
Asst. HS Principal	Ed. Sp.	82,942	86,259	89,313	92,366	95,421	99,238	
Elementary Principal								
Asst. MMS Principal	MA	76,122	79,167	82,097	85,029	87,962	91,628	
	Ed. Sp.	79,721	82,443	85,496	88,550	91,603	95,421	
Athletic Director	MA	76,122	79,167	82,097	86,496			
	Ed. Sp.	79,271	82,443	85,496	90,077			

(The above salary schedule represents a 2.00% increase on the 2009-2010 salary.)

Administrative Schedule Guidelines:

1. Outside or in District administrative experience may be allowed with the number of years granted to be determined by the Board. In District administrators shall be compensated at least at the same step they are currently employed. Additional steps may be granted by the Board.
2. The above increments represent full years of experience.
3. It is understood and agreed that the Athletic Director will be teaching part time as scheduled by the Superintendent of Schools.
4. Re-certification fees required for an administrator to maintain current position shall be paid for by the District.

SCHEDULE I-A

2008-2009

Rate of Compensation

B.A. Degree & 15 Semester Hours \$750.00 Additional Each Year
[five consecutive year maximum]

B.A. Degree & 30 Semester Hours \$950.00 Additional Each Year
[no maximum]

M.A. Degree & 15 Semester Hours \$750.00 Additional Each Year
[five consecutive year maximum]

M.A. Degree & 30 Semester Hours \$1500.00 Additional Each Year
[no maximum]

SCHEDULE I-B

In recognition for extra curricular duties and responsibilities beyond the normal workday, Building Principals, Assistant Principals, and Athletic Director, upon the grant of a contract renewal, shall be paid \$1,350.00 tax sheltered annuity to the company designated by the Administrator. The payment will be made after the June Board meeting.

**APPENDIX B
ADMINISTRATIVE PERFORMANCE
REVIEW**

ADMINISTRATOR _____ Position _____

School Year _____

	Satisfactory	Needs Improvement	Comments
1. General Level of Performance related to the administration of Board Policy and to the elements of the job description.	_____	_____	_____
2. Educational Leadership	_____	_____	_____
Demonstrates good judgement In decision making.	_____	_____	_____
Provides leadership for staff Inservice training.	_____	_____	_____
Encourages and initiates Curriculum improvements	_____	_____	_____
Coordinates building special Education services.	_____	_____	_____
Involves staff in decision Making processes.	_____	_____	_____
Effectively resolves conflicts Among staff members, students And parents.	_____	_____	_____
3. <u>Professional Growth</u>			
Keeps informed of current Educational trends and patterns.	_____	_____	_____
Becomes involved in professional Organizations.	_____	_____	_____
Serves on district-wide committees.	_____	_____	_____
4. <u>Human Relations</u>			

Assumes responsibility of maintaining
The overall morale of the building or
Department.

Maintains professional ethical
Relationships with others.

Respects students and staff
Members as individuals.

Shows genuine concern and
Warmth for others.

Is approachable and friendly.

5. Cooperation

Accepts administrative decisions
And works toward achieving goals
Even though they do not conform
To personal opinions.

Accepts constructive criticism
Profitably.

Works effectively with others.

Works cooperatively with others.

1. Fiscal Management

Involves subordinates in budget
Development.

Accesses the fiscal needs of all

Programs prior to allocating funds.
Practices accounting procedures and
Maintains records consistent with
Practices established by the finance
Department.

Maintains an appropriate balance in
His accounts in order to meet
Emergency purchases as the school
Year progresses.

2. Communication Skills

Facilitates staff and student Communications. _____

Keeps parents informed about School programs. _____

Develops methods for receiving feed-Back from students, staff and Community. _____

3. Dependability and Enthusiasm

Is regular in attendance at meetings Where presence is expected. _____

Is prompt in carrying out duties. _____

Accepts responsibility without undue Complaint. _____

Carries out assigned responsibilities. _____

Maintains a positive attitude. _____

4. Community Relations

Encourages community and parent Involvement in school functions. _____

Works with a definite plan for the Interpretation of the school program To the community and keeps community Informed. _____

Has the respect and support of the Community in the conduct of the School operation. _____

Seeks advice from the community for Improvement of his school's or Department's program. _____

10. Effectiveness in Organizing and Planning

- Organizes for the job. _____
- Establishes clear-cut goals. _____
- Plans ahead. _____
- Makes efficient use of time. _____
- Establishes appropriate and Effective follow-up procedures. _____

11. Development of Subordinates

- Trains subordinates effectively. _____
- Provides coaching and counseling When needed. _____
- Appraises performance of subordinates _____

12. Routine Administrative Responsibility

- Manages fiscal matters within budget Allocations. _____
- Supervises the maintenance of Buildings, grounds and equipment. _____
- Prepares and submits reports and Forms required by Federal, State And local authorities. _____
- Administers terms of master agreement Contracts. _____
- Organizes and implements effective Building operation procedures. _____

Additional areas of strengths may be noted on an appendage to this form. An Improvement Plan will be attached to this evaluation for those areas that are indicated "Needs Improvement". The improvement plan will include those changes and/or activities necessary to improve the Administrator's performance.