



OWOSSO PUBLIC SCHOOLS

Ready for the World

ADMINISTRATOR AGREEMENT
August 14, 2012 – June 30, 2013
Regarding
Wages, Benefits and Administrative Policies

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Article 1 -- Agreement

The Board of Education of the Owosso Public School District (the "Board") and the Building Principals, Assistant Principals, Director of Operations, Central Office Administrators and the Athletic Director (the "Administrators") do hereby agree to the terms and conditions specified in this agreement. The Board and Administration enter into this relationship with an understanding of the importance of the Team Management Concept. Such a team includes the Board and all administrative personnel within the Owosso Public Schools. The Administrators shall be involved in developing and achieving the educational goals of the District, consulted in appropriate policy decisions, and supported in their administrative assignments.

Administrators agree that there must be an understanding of the roles of the Board and Administration and demonstration of mutual support of these roles. To further assist in the understanding of the respective roles, elementary and secondary administrators will provide representation at regularly scheduled Board meetings to assist the Superintendent and Board in any way possible. Administrators will be available to the Board for special presentations.

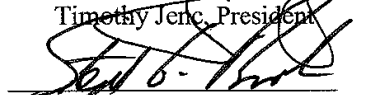
Board members are encouraged to make themselves available for appearances at school functions, when possible, and to continue to make visitations to various schools to maintain a personal awareness of school programs.

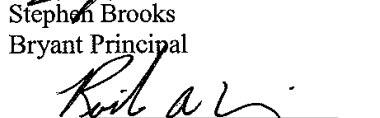
To maintain the professional status of the administrative group, all categories of benefits, including salaries, leave privileges, insurance and fringe benefits shall be equal to or greater than those provided to other instructional personnel. Similarly, the professional status of the administrative staff demands a high level of performance and accountability exceeding that of any other group in the district.

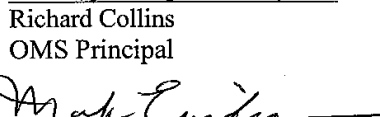
Board of Education

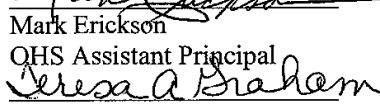
By:

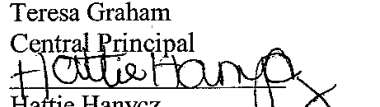

Timothy Jenc, President

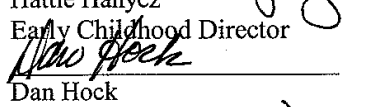

Stephen Brooks
Bryant Principal


Richard Collins
OMS Principal



Mark Erickson
OHS Assistant Principal

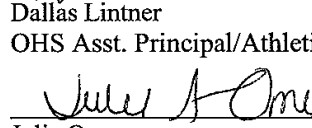

Teresa Graham
Central Principal

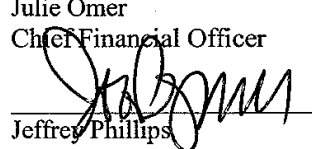

Hattie Hanycz
Early Childhood Director

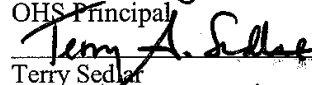

Dan Hock
Director of Operations


Ed King
OMS Assistant Principal

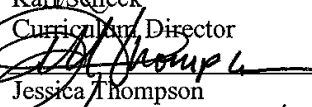

Dallas Lintner
OHS Asst. Principal/Athletic Director

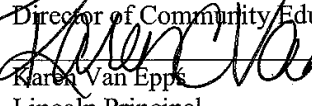

Julie Omer
Chief Financial Officer


Jeffrey Phillips
OHS Principal


Terry Sedlar
Emerson Principal


Kari Selleck
Curriculum Director


Jessica Thompson
Director of Community Education


Karen Van Epps
Lincoln Principal

Article 2 – General Provisions

A. This agreement includes all district Administrators but is not limited to building principals, assistant principals, the athletic director, and currently includes the following positions:

Principals:
Bryant Elementary School
Central Elementary School
Emerson Elementary School
Owosso Middle School
Owosso High School
Lincoln Alternative High School

Assistant Principals:
Owosso Middle School
Owosso High School

Central Office Administrators:
Chief Financial Officer
Community Education Director
Curriculum Director

Other:
Director of Operations
Owosso High School Athletic Director
Early Childhood Director

Article 3 – Board Rights and Responsibilities

- A. As permitted in the Michigan Teachers Tenure Act, Act No. 4, P.A. 1937, as amended, the Administrator shall not be deemed to be granted continuing tenure in the administrator capacity for which this contract is intended or by virtue of this contract of employment. Nor shall continuing tenure be obtained in any position other than that of a classroom teacher by virtue of this contract.
- B. In the performance of his/her duties, said Administrator shall be responsible to the superintendent, or an agent designated by him. The administrator agrees to perform his/her duties prescribed for the aforesaid position in accordance with all laws applicable thereto, fulfill the policies and rules of the Board of Education and /or superintendent pertinent thereto and carry out the educational programs, policies, practices, and job description of the District and/or the superintendent. It is further understood that the Administrator is familiar with the policies of the District and that he/she agrees to abide by and support said policies.
- C. The Administrator agrees that this is a contract for personal professional services that may not be assigned or transferred by the Administrator.
- D. Any provision of this agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provision of this agreement.
- E. The services of said Administrator shall be in accordance with the General School Laws of the State of Michigan and the policies of the Owosso Public Schools Board of Education.

- F. It is the goal of the Owosso School District for administrators to provide meaningful feedback within 48 hours to teachers who have been observed as part of the evaluation process. All scheduled teacher evaluations will be completed by May 15th.

Article 4 -- Administrator Rights

- A. Each building principal shall have the responsibility to make the determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies and any applicable collective bargaining agreement covering said staff member.
- B. The Board agrees that each Administrator shall have the opportunity to interview and make recommendations concerning personnel being considered for assignment to his/her building or department.
- C. The Board agrees that the private life of any Administrator is not an appropriate matter for the concern or attention of the Board unless it adversely affects the administrator's ability to carry out professional functions or responsibilities to the District or to act as a representative of the District.
- D. Each Administrator shall have the right to review the contents of his/her personnel file. No more than one (1) official file shall be kept on each Administrator, and the contents therein shall remain in the building housing the superintendent.
- E. No materials concerning a complaint about an Administrator may be placed in the personnel file by anyone other than the superintendent. The Administrator shall be notified of his/her opportunity to file a response to the complaint and when filed not later than ten (10) working days after notification, the response shall become part of the file. In the event that a proper request for a copy of information contained in the file is made under the Freedom of Information Act or by subpoena, the Administrator shall be notified before copies are released.
- F. Each building principal shall have the responsibility to make the determination regarding each pupil's assignment within his/her building as long as this determination is made in accordance with the Board's policies concerning the classification and promotion of pupils.
- G. Each building principal shall have the responsibility to control student discipline within his/her building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.
- H. All Administrators shall be notified by March 31 of any change in their administrative assignments for the upcoming school year, absent extenuating circumstances.
- I. All Administrators shall be entitled to all due process, rights and procedures as available under Michigan state law.

Article 5 -- Administrator Qualifications

- A. Administrators involved in the instructional aspect of the District operation shall hold a Master's degree and the number of years experience as a classroom teacher as required by the North Central Association.

- B. Anyone determined to be the best candidate for an administrative position who does not meet NCA standards may be assigned the position in an “acting” capacity for the two year period of time allowed by NCA. He/she may be placed in such a position upon the approval of the Board, following the recommendation of the superintendent.

Article 6 -- Administrative Team Philosophy

The Board accepts and endorses the administrative team concept as a policy for the conduct of administrative relationships in the Owosso Public Schools. The administrative team concept is based on the following:

- A. The composition of the administrative team that includes administrators and directors.
- B. The administrative team is responsible for implementing Board approved policies, decisions, budget and goals.
- C. The primary goal of the administrative team is to enable each student to be successful in accomplishing the District’s mission with the best education experience possible for which he/she is capable. An open, positive relationship with teachers, school administrators, and the Board should foster this goal.
- D. A unified commitment to District problem solving will result when decision-making is a shared responsibility.
- E. The quality of major decisions will improve with shared input prior to decision-making. While the Board and the superintendent maintain authority to select the administrative team, each administrator shall routinely participate in the selection of personnel under his/her supervision.
- F. It is recognized that the administration of the District must be a unified endeavor directed towards the efficient operation of the delivery of education to the youth of the community. As such, the mutual support of the administration and the Board are pledged in order to carry out the policies of the District.
- G. A system of open communication among all administrative personnel is essential. Discussion and freedom of expression among team members is encouraged. There shall be communication both horizontally and vertically among team members.

Article 7 – Length of Contract

- A. All Administrators will be issued two (2) year contracts including the Director of Operations and Central Office Administrators. The superintendent will extend the contract by one year after satisfactory completion of the first year.
- B. Unsatisfactory Work Performance. If an Administrator’s performance is rated unsatisfactory, the Administrator will be put on a written plan of improvement. The Administrator’s salary will continue at the same dollar amount received during the previous year during the length of the improvement plan.
- C. If an Administrator who is on a plan of assistance improves his/her job performance to a satisfactory rating according to the time lines set forth the plan of assistance, the salary for the Administrator will be

restored. The restored salary will reflect a dollar amount equal to the salary had there been no freeze. Income frozen during the plan of assistance is not due the Administrator.

- D. Non-Renewal of Contract. If performance remains unsatisfactory during the improvement plan, the Administrator will be notified of non-renewal of his/her contract no later the sixty (60) days, April 30, prior to the end of the contract, June 30

At least thirty (30) days (March 31), prior to a notice of non-renewal, the Administrator will be notified that the non-renewal of his/her contract is going to be considered by the proper authority and of the reasons that non-renewal will be considered.

- E. The Administrator who has received a notice as outlined in D, shall be given an opportunity to meet with the authority involved (Board, Superintendent or designee) to discuss the reasons stated in the written statement, if applicable. The meeting shall be conducted in accordance with §122.9 of the Revised School Code, as amended. If the Administrator desires such a meeting to discuss the notice of non-renewal of his/her contract will be considered, he/she must submit a written request to the secretary of the board or superintendent for such a meeting with ten (10) days of receipt of the notice.
- F. Evaluation. The administrative evaluation process will be based upon the District goals and developed by a committee of the principals' administrative team and the superintendent. Additional items or areas of concern may be addressed as deemed necessary by the superintendent.

Article 8 – Work Year

- A. Administrators are expected to schedule work during the 52 weeks to assure the orderly completion of assigned duties. Vacation time, for administrative personnel with less than 45 days of vacation, may be distributed throughout the year in such a manner as to avoid conflict with the responsibilities of the assignment and with the prior approval of the Superintendent of Schools.
- B. Administrators with 45 days or more of vacation time are expected to schedule vacation when school is not in session and at other times as arranged with the Superintendent.
- C. The Board of Education and administrative team recognize that emergency and unforeseen events may occur which would require the immediate attention of the building at times other than during regular school hours.
- D. Administrators endorse the concept of “24 hours per day and 365 days-per-year” responsibility to their assignments. Many aspects of the assignment cannot be completed during a standard workday.

Article-9 – Transfer And Involuntary Transfers

- A. The Owosso Public Schools building administrators recognize that the District, superintendent or designee retains the right to make involuntary transfers to other administrative positions or between buildings during or between school years.
- B. When the superintendent determines it will make such a transfer, it shall give consideration to the following:
1. Length of service in the District in job classification.
 2. Previous transfers.
 3. Welfare of the employee.

4. Welfare of the District.
 5. Qualifications and competency required for the assignment.
 6. Needs of the receiving school.
 7. Needs of the position.
- C. Except in the case of an emergency, written notice of the intent to transfer will be given to the affected Administrator at least thirty (30) calendar days before the transfer is enacted. The affected Administrator will be given the opportunity to meet with the superintendent to discuss the reasons for the transfer and to give input prior to the final decision being announced. The decision of the superintendent is final. After the final decision has been made by the superintendent, the Administrator may implement the due process procedure if he/she so desires.
- D. An administrator may pursue a resolution through the following due process: (1) the immediate supervisor, (2) the superintendent, and (3) the Board of Education.
- E. At the request of the Administrator to be transferred and following a conference with the superintendent, a written summary of the rationale, special conditions, need for the transfer, and any future commitments will be given to the affected Administrator.
- F. The Administrator's pay will not be reduced.
- G. In making reductions/transfers all certifications and qualifications must be satisfied.

Article 10 -- Voluntary Termination of Contract

The "Administrative Contract of Employment" signed by a member of the team specifies that, "this contract may be terminated through mutual consent of the parties involved." An Administrator desiring voluntary termination shall meet with superintendent and provide the reasons for the request in writing. As much advance notice as possible should be provided to assure a reasonable opportunity to secure a satisfactory replacement.

The superintendent shall feel free to discuss the voluntary termination of employment with an Administrator when it appears to be in the interest of the District and the Administrator.

Article 11 –Reductions in Force

- A. When the Board identifies a need to eliminate a position, it will provide the Administrative Team an opportunity to discuss the reduction with the superintendent prior to a public announcement. The Administrator employed in the eliminated position shall be placed on lay-off status. Administrators in other positions are not subject to "bumping" procedures.
- B. In the event of any reduction of administrative personnel, the Administrator shall be given written notice at least ninety (90) days' prior to the effective date of layoff. The opportunity for reassignment shall exist providing a vacancy exists and it does not violate state law, District policies, existing contracts or collective bargaining agreements.
- C. The following factors, which may not be weighted equally, shall be considered by the superintendent in selecting the individuals to be retained:

- a. Needs of the District,
- b. Certification requirements/NCA standards for the position,
- c. Employee's work performance,
- d. Employee's professional experience,
- e. Applicable education and training for the job,
- f. Number of years of administrative experience within the District.

D. Lay-off status is defined as equal to the period of time of other professional staff.

E. As a minimum, the Administrator's pay will not be reduced during the length of the current contract.

Article 12 – Compensation

- A. The initial salary of a newly hired or promoted building administrator shall be determined by the superintendent with the steps. The Board Executive Committee shall meet with a representative group of administrators to determine rate adjustments, as necessary.
- B. Effective July 1, 2002, an Administrator with a successful and effective performance evaluation, after five (5) years of continuous experience in the District, shall receive \$125 per year in position for longevity to be added to his/her salary. The maximum annual longevity shall be capped at \$3,000. (Example: Year 6 - \$125 longevity; year 7 - \$250 longevity, etc.)
- C. Administrators, upon successful evaluation each school year, will increase their salary by 1 step up to the tenth step.
- D. For the 2012-2013 school year, the 2012-2013 reduced salary schedule continues to reflect a total salary reduction of 5.35% which is inclusive of (5) no work/no pay per diem days(1.92%) and a salary reduction of 3.43% as negotiated in the 2011-2012 school year.
- E. Administrators currently paying into the MPSERS retirement system shall receive an off schedule lump sum payment of 2.75 percent of the bargaining unit members base salary. The lump sum payment shall be paid in two installments; one in January and the second in June.
- F. 2.15 percentage points of the 2.75 percent off schedule payment are contingent on the Governor signing Senate Bill 1040 and it being implemented with the MPSER rate of 24.46 percent of payroll. If the Governor does not sign Senate Bill 1040, or if implementation of the 24.46 percent rate is delayed beyond October 1, 2012 the off schedule payment for the 2012-13 school year shall be reduced to 0.6 percent.

APPENDIX A: 2012-2013 REDUCED SALARY SCHEDULE

The Reduced Salary Schedule for 2012-2013 is as follows for Administrators starting their positions prior to July 1, 2006:

Positions	No. of Vacation Days /Year	2012 -2013 Reduced Salary Schedule
Elementary Principal (100-300 students)	45	\$87,435
Elementary Principal (301-600 students)	45	\$91,421
Assistant Principal – Sec, HS Athletic Director	30	\$91,910
Elementary Principal (601+ students)	45	\$91,995
Director of Operations	20	\$78,636
Chief Financial Officer	25	\$88,103

<u>Educational stipend</u>	
2 nd Masters Degree	\$ 500
Education Specialist Degree	\$1,000
Doctorate Degree	\$1,500

Administrators (with the exception of the Community Education Director) who started a new position on or subsequent to July 1, 2006

Positions 2012-2013 Reduced Salary Schedule	No. of Vac, Days /Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Elem. Principal 100-300 students	45	81,823	82,447	83,070	83,693	84,316	84,941	85,564	86,187	86,810	87,435
Asst. Principal – OMS	30	83,554	84,178	84,802	85,426	86,051	86,675	87,300	87,924	88,549	89,173
Elem. Principal 301-600 students	45	85,792	86,417	87,045	87,688	88,294	88,919	89,544	90,171	90,795	91,421
Asst. Principal – Sec, OHS Athletic Director	30	86,277	86,903	87,529	88,154	88,781	89,407	90,032	90,659	91,284	91,910
Elem. Principal 601+ students	45	86,361	86,988	87,614	88,239	88,866	89,491	90,117	90,744	91,369	91,995
Middle School Principal	20	93,119	93,748	94,378	95,007	95,638	96,266	96,897	97,526	98,155	98,785
High School Principal	20	99,423	100,056	100,690	101,322	101,955	102,590	103,222	103,855	104,489	105,121
Comm Educ. Director	25	45,283	48,306	51,330	54,354	57,378	60,402	63,426	66,449	69,473	72,497
*Curriculum Director (no changes)	179 work days	74,090	74,666	75,242	75,818	76,394	76,970	77,546	78,122	78,698	79,276
Alt. Ed. Principal	45	64,967	65,599	66,231	66,864	67,496	68,128	68,761	69,393	70,025	70,658
*Early Childhood Director	20	38,710	39,368	40,026	40,684	41,342	42,000	42,658	43,316	43,974	44,632

Educational Stipend

2 nd Masters Degree	\$ 500
Education Specialist Degree	\$1,000
Doctorate Degree	\$1,500

*The salary for the Curriculum Director and the Early Childhood Director does not reflect five (5) no work/no pay per diem days or the negotiated salary reduction.

Article 13 -- Days Off

- A. Vacation days, will be credited on the first pay of July. There will be five (5) days of flex time for the Curriculum Director, high school and middle school principals, two (2) days of flex time for all other principals, assistant principals and the Athletic Director and one (1) day of flex time for the central office administrators, Early Childhood Director and the Director of Operations to be either used or compensated per diem by June 30. Flextime shall be defined as vacation days to be used at the discretion of the Administrator with prior notification to the superintendent. The flextime will not disrupt the normal operation of the school day.
- B. Administrators will have the following school recesses and holidays off *if* these are negotiated days off for the teachers:

Labor Day Recess

Thanksgiving Recess

The day preceding Christmas Day and Christmas Day

The day preceding New Years Day and New Years Day

Martin Luther King Day*

Presidents Recess*

Good Friday

Memorial Day

All Administrators with less than 45 days of vacation will also have the 4th of July off.

* Denotes holidays that are not applicable to Central Office Administrators or for the Director of Operations

Whenever any of the above holidays fall on Saturday, the holiday shall be granted the preceding Friday. If any of the above holidays fall on Sunday, the holiday shall be granted the following Monday. Whenever any of the above holidays are changed to be observed on Monday and primary federal, state and local offices are closed, the Monday will be considered the holiday.

- C. Vacation days from the prior school year must be used by June 30, unless approved in writing by the superintendent or his/her designee. In no case will more than fifteen (15) vacation days be carried over to the next year. Days not used by this date will be forfeited. Unused vacation days will be paid at per diem for such days at the time of severance, retirement, or death. Employees using vacation days not yet earned will repay the District at per diem for such days at the time of severance with the District. If the leave administrator leaves the District during the school year vacation leave will be prorated.
- D. *Five (5) leave days* – observed by Administrators. Administrators may use these days for purposes that cannot be transacted outside of school hours. Any additional time off should be taken as vacation or flextime, with the exception of additional time off for valid personal reasons that has been approved by the superintendent. Unused personal business days will accrue as sick days.
- E. If an administrator does not use any personal leave days in a school year, a stipend of \$100 shall be paid in the last pay of June in the school year.

Article 14 – Health Benefits

A The Board agrees to provide health and medical benefits for all full-time employed Administrators (see Article 8 - Work Year), upon request by completing all required forms. Part-time Administrators will have the choice of:

- 1 Having the monthly cost prorated according to the percentage of time employed (part paid by the Board and part paid by the employee); or
- 2 If eligible for full-family or two-person coverage, applying the prorated monthly rate toward the purchase of a single subscriber medical coverage. Other non-medical health benefits under Plan A or B below could be purchased using a prorated cost as in A.1. above.

The coverage listed below are all subject to the terms and conditions of the Owosso Public Schools Benefits Plan as indicated in the Plan Summary booklets provided to each employee.

B Owosso Public Schools Health Plan A (for employees selecting medical benefits):

- 1 Hospitalization Insurance. The Board shall provide health insurance benefits equal to or greater than those provided for teaching personnel for a full twelve (12) month period for the Administrator and his/her dependents.
 - a The hospitalization insurance will be provided for the full fiscal year for which the Administrator is under contract. The Administrator's monthly contribution for health insurance will be twenty percent (20%) of the health insurance premium for the level of coverage provided to the Administrator for payroll deduction through a section 125 premium contribution plan.
 - b In the event that an Administrator is absent because of illness or injury and has been on disability for two years, the Owosso Board of Education reserves the right to discontinue payment for hospitalization insurance. The Administrator may continue the hospitalization insurance at his/her own expense.
 - c Payment of hospitalization premiums by the Board of Education will cease the last day of the month in which termination of employment occurs, if such termination is before the end of the school year. If such termination is after the end of the school year, coverage will continue through the end of the fiscal year.
- 2 Dental Insurance. The Board agrees to furnish Administrators a dental insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage is provided through Delta Dental (75/50/75) with a maximum of \$2,000 adult ortho, Class I and II at \$2,000.
- 3 Vision Insurance. The Board agrees to furnish Administrators a vision insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage plan is VSP-3.
- 4 Life Insurance. The Board shall provide full-time Administrators with term life insurance equal to 2.5 times their annual salary, including accidental death and dismemberment coverage of the same coverage amount. The Board shall provide dependent life insurance with term insurance of \$5,000 on the spouse of an Administrator and \$2,500 on each dependent child.
- 5 Short-Term Disability. Administrators are eligible to receive Short-Term Disability benefits after the elimination period of the later of 30 calendar days or the date your accumulated sick leave payments

end, up to a maximum of 60 days for disability due to an injury or sickness. Once the elimination period has been met, the administrator will be placed on short term disability upon approval of their short term disability application by the carrier. Sick leave days and/or catastrophic sick leave days, if any, must be used to cover the elimination period.

- 6 Long-Term Disability. Sixty percent of salary; waiting period 90 calendar days – modified fill; pre-existing condition waiver; freeze on offsets; alcoholism/drug same as any other illness; mental nervous same as any other illness; cost of living benefit; \$5,000 maximum.

C Owosso Public Schools Health Plan B (for employees not selecting medical benefits):

- 1 Dental Insurance. The Board agrees to furnish Administrators a dental insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage is provided through Delta Dental (75/50/75) with a maximum of \$2,000 adult ortho, Class I and II at \$2,000.
- 2 Vision Insurance. The Board agrees to furnish Administrators a vision insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage plan is VSP-3.
- 3 Life Insurance. The Board shall provide full-time Administrators with term life insurance equal to 2.5 times their annual salary, including accidental death and dismemberment coverage of the same coverage amount. The Board shall provide dependent life insurance with term insurance of \$5,000 on the spouse of an Administrator and \$2,500 on each dependent child.
- 4 Short-Term Disability. Administrators are eligible to receive Short-Term Disability benefits after the elimination period of the later of 30 calendar days or the date your accumulated sick leave payments end, up to a maximum of 60 days for disability due to an injury or sickness. Once the elimination period has been met, the administrator will be placed on short term disability upon approval of their short term disability application by the carrier. Sick leave days and/or catastrophic sick leave days, if any, must be used to cover the elimination period.
- 5 Long-Term Disability. Sixty percent of salary; waiting period 90 calendar days – modified fill; pre-existing condition waiver; freeze on offsets; alcoholism/drug same as any other illness; mental nervous same as any other illness; cost of living benefit; \$5,000 maximum.
- 6 Cash-in-Lieu of Health Benefits. Administrator will receive eighty percent (80%) of the MESSA Choices II single subscriber amount less the employer's amount for FICA and less twenty percent (20%) of the total cost of the MESSA single subscriber health rate to be applied to a MESSA nontaxable variable option package) and/or tax deferred annuity plan of the Administrator's choice.

Article 15 – Additional Benefits

- A. Sick Time. Twelve (12) days per year with a maximum accumulation of 120 days for illness, death in the family and medical/dental/attorney reasons that are necessary for the situation as approved by his/her supervisor.

Administrators will not be paid for any unused sick days either at the end of the fiscal year or when their employment contract is terminated.

- B. Professional Dues. One local, one state, one national and the building NCA membership dues shall be paid by the Board, with prior district office approval.

- C. Conferences and Conventions. Administrators may attend conferences and conventions upon the approval of his/her district office supervisor. The approved costs of such conferences and conventions will be reimbursed through a board site-based budget expense account.
- D. Educational Stipend. Administrators who receive a successful and effective performance evaluation will receive a stipend upon acquiring an advanced degree that relates to their job performance and to the needs of the District: Second Masters Degree \$500, Education Specialist Degree \$1,000 and Doctorate Degree \$1,500. This shall be included in the salary schedule.
- E. Professional Development Fund. The Board shall establish a tuition pool to allow an Administrator to utilize up to \$2,000 over a five year period towards college course work or CEUs that qualify for certification requirements as defined by the State of Michigan.
- F. Mileage. Mileage will be reimbursed at the time mileage is incurred at the Board approved rate.

FMLA. Administrators are eligible for benefits under the Family Medical Leave Act. Benefits are as follows as defined by the Family and Medical Leave act of 1993, as amended (FMLA): The District will comply with the Family and Medical Leave Act of 1993 (FMLA) as amended.

1. The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
 - e. Because of “any qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
 - f. In order to care for the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period.

The 12-month period is defined as the 12-month period measured forward from the date the staff member’s first FMLA leave begins (i.e., the “leave year” is specified to each individual administrator).

- a. For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.
- b. Leaves of absence, up to a maximum of twelve work weeks as provided by the FMLA, WITHOUT PAY will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son or daughter, or parent.

- c. Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve work weeks.
- d. During this twelve work week absence, the employee will be entitled to Board paid Insurance protection.

"Parent" means the biological parent or an individual who stood in loco parentis to an employee. The term "son or daughter" is defined as biological, adopted, or foster child, a step child, legal ward, or a child of a person standing in loco parentis.

"Serious health condition" means an injury, illness, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this Article will conform to the statutory requirements provided under the Federal FMLA.

- f. Terminal Leave Pay. Each full-time administrator shall be eligible for terminal leave pay on the following basis, payable at the point of termination from the District :
 - a. \$1,500 following 10 years of service in the District
 - b. \$2,250 following 15 years of service in the District
 - c. \$3,000 following 20 years of service in the District
 - d. \$3,750 following 25 years of service in the District
 - e. \$4,500 following 30 years of service in the District

Article 16 -- Administrative Personnel Policy

A Due Process. When an accusation of complaint concerning an Administrator is brought before the Board, the Board will charge the superintendent or his/her designated representative to investigate the matter. The superintendent or his/her designee may inform the Administrator of the identity of the person making the charges.

- 1 At the conclusion of the investigation, the superintendent shall (1) inform the Administrator of the results of the investigation, (2) take such action as he/she shall deem appropriate to dispose of this case, (3) report the results of the investigation and the disposition to the Board.
- 2 In the event that the Administrator is not satisfied with the disposition of the matter, he/she shall have the right to appeal the matter to the Board. The appeal/hearing should be in open or closed session at the discretion of the Administrator.
- 3 If charges are made against an Administrator under the civil or criminal laws of the State of Michigan or the United States involving the Administrator's job-related activities, if within the scope or his/her assignment, the Board may, at its sole discretion, provide independent counsel for said Administrator in accordance with the provisions of Public Act 141 or 1978 (MSA 3.996(108); MCL 691.1408. The Board's decision in accordance with the terms of the statute shall be made on an individual basis each time the employment of independent counsel is required and shall never be considered precedent setting.

B Vacancies.

- 1 Vacant or newly created administrative positions shall be posted within the school district for a period of not less than five (5) working days. The definition of vacancy in this section refers to openings caused by retirement, resignation, etc. This section is not intended to provide a procedure for transfers between buildings.
- 2 The posting shall contain the responsibilities and duties of the position and set forth the desired qualifications.
- 3 The Board declares its support of a policy of filling administrative vacancies from within its own administrative staff. This does not imply that candidates from outside the District are not eligible for employment.
- 4 In the event vacancies occur during summer recess, posting shall be accomplished by mailing a copy of the posting to each Administrator. The five (5) working days shall run from the time of the mailing.
- 5 Vacancies may be filled on a temporary basis, not to extend beyond the close of the individual contract year for the vacant position. The Administrator assigned to the vacancy shall be paid at the base rate for that position or his/her normal salary, whichever is greater.
- 6 When an assistant administrative vacancy occurs, the immediate supervisor of the vacant position shall be provided the opportunity to be involved with the superintendent or his/her designee in the selection process. However, it is understood the superintendent's decision is final, including any decision to select a non-applicant from outside the District.
- 7 In the event an Administrator is not the successful candidate, he/she may request to discuss the selection criteria with the superintendent.

Article 17 – Continuing Commitment

The foregoing procedures and policies shall be reviewed as necessary by a committee comprised of representatives from the principals' Administrative Team, Board of Education, and the Superintendent.