

6/30/94

MASTER AGREEMENT  
BETWEEN  
INTERMEDIATE SCHOOL DISTRICT OF ST. CLAIR COUNTY  
AND  
INTERMEDIATE ADMINISTRATORS ASSOCIATION

*St. Clair County Intermediate School District*

School Years:  
1991/92  
1992/93  
1993/94

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C.	GRIEVANCE REPORT FORM (FORMAL LEVEL)



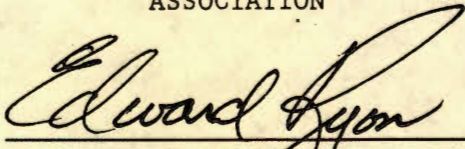
COLLECTIVE BARGAINING AGREEMENT

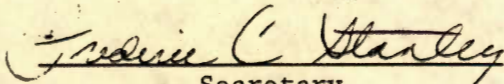
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St. Clair County  
Intermediate Administrators Association

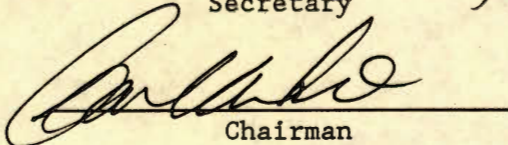
THIS AGREEMENT entered into this 14th day of October, 1991 is by and between the Board of Education of the Intermediate School District, St. Clair County and the Intermediate Administrators Association.

IN WITNESS WHEREOF, the parties hereto have signed this agreement by their duly authorized representatives on the day and year first above written.

INTERMEDIATE ADMINISTRATORS  
ASSOCIATION

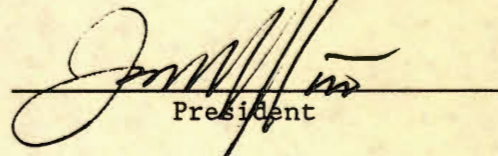
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chairman

Bargaining Committee

BOARD OF EDUCATION  
INTERMEDIATE SCHOOL DISTRICT  
OF ST. CLAIR COUNTY

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

Bargaining Committee

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rates of pay wages, hours of employment or other conditions of employment, and

WHEREAS, the BOARD recognized that quality education can only result from quality leadership, and

WHEREAS, the ASSOCIATION recognized that, because school administrators possess unique training and experience, and function in positions of public trust and

WHEREAS, the parties, following extensive and deliberate professional negotiations, reached some certain understanding which they desire to incorporate into this collective bargaining agreement.



NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

## ARTICLE I

### Section 1 - Recognition of the Association

The Board hereby recognizes the Intermediate Administrators Association in accordance with the applicable provisions of Act 379, Public Acts 1965 as amended, as the sole and exclusive collective bargaining representative for all Administrators of the Intermediate School District, St. Clair County, but excluding all other employees of the Intermediate School District.

### Section 2 - Definitions

In the application and interpretation of the provisions of this agreement, the following definitions shall apply:

- A. BOARD shall mean the elected or appointed members of the Board of Education of the Intermediate School District, St. Clair County.
- B. ASSOCIATION shall mean the Intermediate Administrators Association. Contact for the purposes of this agreement shall be the governing board of the Association.
- C. ADMINISTRATOR shall mean any member of the bargaining unit.
- D. DISTRICT shall mean the Intermediate School District, St. Clair County.
- E. SUPERINTENDENT shall mean the Superintendent of the Intermediate School District, St. Clair County.

### Section 3 - Membership

For the purpose of this agreement, included Administrative positions are: Director of Special Education, Director of Vocational-Technical Education, Director of General Education Services, Assistant Director of Special Education, Assistant Director of Vocational-Technical Education, Principal-Woodland Developmental Center, Assistant Principal-Woodland Developmental Center, Coordinator-Instruction Programs, Coordinator-Student Services, Coordinator-Adult Programs. Other positions when approved by the Board, and positions requiring a Michigan State School Administrator Certificate, will be included. Excluded Administrative positions are: Superintendent, Director of Business, Director of Personnel, Director of Constituent Services, Administrative Assistant to the Director of Special Education Services.



Article I, Section 4

Section 4 - Scope of Agreement

- A. The Board and Association mutually agree that during negotiations which resulted in this agreement each party had the opportunity to make proposals with respect to any subject or matter not specifically removed by law from the area of collective bargaining. Furthermore, it is mutually understood that the provisions arrived at through the right to collective bargaining are in fact set forth in this agreement.
- B. The Board and Association mutually agree that this collective bargaining agreement represents the complete agreement between the parties, and any other matter outside of this agreement which has not been incorporated by reference herein shall not be deemed to be a part of this collective bargaining agreement.

Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to collectively bargain with respect to any subject or matter referred to within this agreement or contemplated by either side for inclusion in this agreement.

This agreement may be amended or altered by written agreement between and executed by the Board and the Association.

- C. If any provisions of this agreement or any application of the agreement to any employee are found to be in violation of law, then said provision or application of said provision shall not be valid, except to the extent allowed by law. All other provisions or applications of the agreement shall remain in full force and effect, however.
- D. This agreement supersedes and cancels all previous agreements between the Board and Association which shall be contrary to or inconsistent with its terms. All individual Administrator contracts shall be subject to the terms of this agreement.
- E. All terms and conditions of this agreement shall continue in full force and effect through the duration of this agreement.

ARTICLE II

Section 1 - Working Conditions (Rights)

A. Complaints

- 1. The District and/or Superintendent agrees to notify the Administrator as soon as possible of any complaint written or oral, lodged against said Administrator, on which the Superintendent may act, including in the notification, the name or names of the complainant(s).



Article II, Section 1

2. Upon receipt by the District and/or immediate supervisor of a written complaint against an Administrator, the District agrees that prior to any formal action other than suspension with pay against an Administrator, he/she shall be given an opportunity, not to exceed ten (10) working days, to provide the District with, either in person, and/or by confidential memorandum, any background information he/she may deem appropriate. The District agrees that the Administrator may appear personally before the Superintendent or his designated agent in providing such background information and may at his/her discretion, have an Association representative present.
3. In the event that an Administrator of the District is involved in any legal proceedings resulting from his or her responsibilities, the District agrees to provide the Board legal counsel to assist and represent the Administrator. This section shall be deemed void in the event that the Board takes legal action against an administrator of the District. Time lost from work by an Administrator in connection with legal proceedings resulting from job responsibilities shall not be charged against the Administrators short term leave.
4. It shall be the responsibility of the Administrator to bring to the personal attention of the Superintendent or his designee, any situation which may necessitate assistance from the Board's legal council. Such report shall be in writing and submitted within twenty-four (24) hours of the event.

B. Inservice Training

Should an Administrator or several Administrators identify a need or inservice training which would be beneficial to the District, they shall so indicate to the Superintendent. Should the Superintendent approve the inservice activity and should funds be available within Board approved budgets to support such activity, it shall be scheduled.

C. Evaluation

Each Administrator will receive an annual written evaluation of his/her work performance from the Administrator's immediate supervisor. Such evaluation shall be reviewed in person with the Administrator by the evaluator. Such evaluation shall become a part of the Administrator's personnel file. The Administrator being evaluated shall sign the evaluation form indication that he/she is aware of the document. Should an Administrator object to any portion of the evaluation, he/she may respond in writing and the response shall also be made a part of the evaluation.



Article II. Section 1

D. Snow Days and Utility Shut-Down

Permission to be absent with pay or sent home with pay as a result of snow days, other acts of God days, or utilities being shut off or inoperable, will be communicated through the chain of command from the Superintendent or his designee. Determination of these days or events shall be made by the Superintendent.

E. Reimbursement for Stolen or Damaged Items

The District will replace any personal item of an Administrator which is maliciously damaged or stolen at work, and which is required in the performance of duties of the Administrator, providing the Administrator used "discretionary prevention" regarding the prevention of loss. Interpretation of "discretionary prevention" will rest solely with the Superintendent.

F. Attendance at National Conferences

Within budgeted fund availability, Administrators shall be encouraged to attend national conferences which offer personal growth potential and potential for improvement of the District. Approval for attendance at such meetings shall rest with the Superintendent.

G. Participation in Other Contract Negotiations

As a part of his/her administrative responsibility, the Board may require each Administrator to participate in contract negotiations with other employee groups.

H. Use of Buildings

The District agrees to permit the Association to use building facilities for Association business.

I. Right to Confer Prior to Board

The District agrees to confer with the Association through the Superintendent prior to any major change(s) in Board Policy affecting the Administrative structure or working conditions.



### ARTICLE III

#### Section 1 - Staff Selection, Assignment & Evaluation

- A. The District agrees that each Administrator shall be offered the opportunity to participate in the selection process of personnel who are being considered for assignment to his/her area of supervision. Decision on the ultimate candidate shall be made by the Board upon recommendation by the Superintendent.
- B. Subject to review and final determination by the Board, and upon recommendation of the Superintendent, each Administrator shall have the right to make a recommendation regarding each staff member's assignment within his/her area of supervision.
- C. Each Administrator shall annually have the right to make recommendations to the Superintendent, or designee, on revisions of job descriptions for those positions that fall under the supervision of said Administrator. Furthermore, during periods of staff reorganization or reduction each Administrator shall have the right to make recommendations to the Superintendent as to specific job performance expectations for those positions under the Administrator's immediate supervision, that may be effected by the pending action.
- D. The District and the Association recognize the importance of staff evaluation as a tool used in developing a more efficient organization. The District agrees that each Administrator has the responsibility to evaluate each staff member within his/her area of supervision, in accordance with existing agreements between the District and applicable bargaining units.

### ARTICLE IV

#### Section 1 - Board Provisions

- A. Rights of the Board
  1. The Board hereby retains all rights, powers and authority vested, exercised or had by it prior to the date hereof, except as specifically limited by this agreement. The Board in the exercise of these rights, powers, authorities, duties and responsibilities shall be consistent with the constitutional provisions and with the terms of this agreement. The Board shall have the right to make and enforce reasonable rules and regulations not inconsistent with the provisions of this agreement. The choice, control and direction of the supervisory staff is vested exclusively in the Board upon recommendation of the Superintendent except as herein provided.



Article IV, Section 2

Section 2 - Administrator Provisions

A. Individual Contracts

The Board shall offer each Administrator covered by this agreement, a two year contract renewable annually. Duration of the contracts offered the Director of Transportation and the Supplemental Programs Coordinator will be modified by individual agreements. It is expressly understood that in the event of a Board declared financial emergency, a program elimination, or a Board approved change in the administrative structure of the District, that the contract of any Administrator effected by the change may be terminated at end of any academic year as long as the provisions of Public Act 183 of 1979 are not violated, and as long as the affected administrator is notified by April 1st.

B. Vacancies

All administrative position vacancies will be posted and all members of the Association afforded an opportunity to apply, to interview, and to be considered for the posted position.

C. Administrative Reorganization

1. The Board and the Association agree that under certain conditions it may become necessary to reorganize the administrative structure of the District. These conditions may include, but shall not be limited to (1) change of student population; and/or (2) reallocation of functions.
2. Any permanent reorganization of the administrative structure shall occur only after consultation with the Association. Such consultation shall be a review of the alternatives and ramifications of each alternative. Opportunity shall be granted to the Association to provide additional alternatives. The final decision on reorganization rests with the Board of Education upon recommendation of the Superintendent.

D. Reduction Procedures

1. For the purpose of administrative staff reduction, seniority shall not be the determining factor unless the affected Administrators to be laid off are certified or qualified for existing positions. In the event of a layoff, the District agrees to establish a screening committee consisting of the Directors of General Education, Special Education and Vocational Education. The committee shall review credentials and existing job descriptions to determine if affected Administrators are certified and qualified for existing administrative positions. The committee shall submit in writing its recommendations of certified or not certified, qualified or not qualified to the Superintendent.



Article IV, Section 2

2. The Committee shall consider the following factors in determining certification and qualification:
  - a. Current administrative job descriptions
  - b. Certification requirements
  - c. Length and area of professional experience within and outside the District
  - d. Academic training
  - e. Professional growth within the District
  - f. Prior administrative evaluations
3. The District, while maintaining final authority in the determination of certification and qualification, shall consider the Administrative staff layoff committee recommendation, reassignment or termination of administrative personnel. Such determination shall not be grievable.
4. Any Administrator whose position is to be eliminated shall be provided, in writing, a reason for the action, including an analysis of the factors in Section II, above.
5. Any Administrator notified of consideration of non-renewal of contract in accordance with the provisions of PA183 of 1979, shall have the right to petition the Superintendent indicating administrative positions for which he/she feels qualified and which presently exist within the District. The Superintendent shall review the petition with regard to the above stated conditions. In the event of equal or similar qualifications and certifications, length of service as a Administrator within the District shall be the determining factor.

E. Rights and Procedures for Laid-Off Administrators

1. Laid-off Administrators shall be entitled to receive full payment for all earned and unused vacation days accumulated prior to layoff. Payoff on such days shall be limited to forty (40) days.
2. During layoff, while vacation time is being utilized, the Board agrees to continue all insurance coverages (up to the limits of the carriers) as well as the employer's contribution to the State Retirement program.

F. Recall Procedure for Laid-Off Administrators

1. When two or more Administrators are on layoff status, they shall be recalled on the basis of administrative seniority with the District, providing they are certified and qualified for an available administrative position covered by this agreement.



Article IV. Section 2

2. The Board shall give written notice of recall from layoff by registered mail to the Administrator's last known address. It is the laid-off Administrator's responsibility to notify the District of address change.
3. In the event there is no response to the recall notice within thirty (30) calendar days, the right to recall is terminated.
4. An Administrator who has been laid-off for a period of three (3) years and who has not been recalled, shall lose all seniority rights under this agreement.
5. An Administrator who has been laid-off and who is offered an administrative position within the District, and refuses it, shall lose all seniority rights under this agreement.

ARTICLE V

Section 1 - Grievance

The primary purpose of this procedure is to secure a solution to grievances in an orderly and expeditious manner.

- A. A grievance shall be defined to be a claim or complaint by an Administrator, or group of Administrators, or the Association as to the application or interpretation of this agreement, either as to the meaning of its terms or as to the rights of the parties under these terms, or as to the justification of action taken pursuant to the terms.
- B. The Association, in the grievance procedure, shall have the right to represent any Administrator upon the request of said Administrator or to be present at any formal grievance hearing whether representing the Administrator or not.
- C. The failure of the Administrator or the Association to challenge any action or inaction of the District within the (10) working days from date of the action or inaction or knowledge thereof shall make such action or inaction incontestable.
- D. Informal Level:

This step shall be taken informally, or in writing, (Form Appendix B), by the individual Administrator, group of Administrators or Association by requesting in writing a meeting with the appropriate supervisor to discuss the grievance. A meeting shall take place within five (5) work days from the request for such meeting. No written record of the determination is required, unless requested by the Administrator and/or the Association. If written response is requested, the response will be made within ten (10) work days of the meeting.



Article V. Section 1

E. Formal Level:

All formal grievances shall be in writing and submitted to the Superintendent within ten (10) work days of completion of the informal level.

Formal grievance meetings shall be held by the Superintendent within ten (10) work days from receipt of the grievance. A determination shall be in writing and shall be rendered within ten (10) work days after the termination of the meeting.

F. If the Administrator or the Association is not satisfied with determination of the Superintendent, the Administrator or the Association may appeal to the Board of Education. Such appeal shall be made within ten (10) work days following receipt of the decision by the Superintendent. Written notice requesting appeal shall be given to the Secretary of the Board. The Board shall commence the hearing of the appeal within ten (10) work days of the receipt of the request for the appeal. The Board shall issue a written determination of its next regular meeting or special meeting following conclusion of the hearing.

G. The time limit required herein may be waived or extended by the mutual consent of the parties.

Section 2 - Binding Arbitration

A. If the grievant and/or the Association does not file a written notice of non-acceptance of the Board's determination within ten (10) work days, the Board's determination shall be deemed to have been accepted. If the grievant and/or the Association files a written notice within ten (10) work days that the Board's determination is not acceptable, and if such grievance is arbitrable as herein provided, the Association through actions of its executive board may then submit such grievance to grievance arbitration.

B. Arbitration Proceedings

1. Demand for arbitration

a. The Association may appeal grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association then in effect. Such appeal must be taken within the ten (10) work days following the receipt of the District's determination.

b. Such demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) work days within which to reply to such submission by filing same with the American Arbitration Association.



Article V. Section 2

2. Powers of Arbitrator

- a. 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 specific Article(s) or Section(s) of this Agreement.
  1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. He shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
  3. He shall have no power to rule on any of the following:
    - a. The termination of services or failure to re-employ any probationary Administrator.
  4. His powers shall be limited to deciding whether the District has violated specific Articles or Sections of this Agreement. It is agreed, except as to the provisions set forth in the Agreement, he shall have no power to change any practice, policy or rule of the District, omission as to the reasonableness of any practice, policy, rule or any action taken by the District.
  5. He shall have power to make monetary awards, but not to award monetary damages.
  6. In rendering decisions, he shall give full recognition to the responsibilities of the Board as indicated in the Board Rights provision which establishes the District.
  7. If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the arbitrator shall first rule on the question of arbitrability or procedure. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. If the grievance is arbitrable he shall proceed to hear the merits of the case at that time.
- b. Although the arbitrator may cite case law in making his award, he shall have no power to interpret State and/or Federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.



Article V. Section 2

- c. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.
- d. There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth herein, and it shall be final and binding on the Association, members of the Bargaining Unit, the Administrator or Administrators involved and the District.

3. Applicability and Duration

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

4. Fees and Expenses

- a. The arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
- b. All other costs and expenses shall be borne by party incurring them. The expenses and compensation of any witness or participants attending the arbitration proceedings shall be paid by the party calling such witness or requesting such participation.
- c. Paid leave time shall be provided any employee of the District who is called to testify at an arbitration hearing with no deduction from leave bank.

C. Grievances concerning the following shall not proceed to binding arbitration:

- 1. Individual grievances not appealed by the Association.
- 2. Any matter which specifically by this contract is not subject to the grievance procedure, and those items which by this contract are provided to be in the sole discretion of the District.



ARTICLE VI

Section 1 - Financial Consideration

A. Fringe Benefits

1. Eleven (11) paid holidays: Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, day after Christmas, New Year's Eve, day after New Year's, Good Friday, Easter Monday and Memorial Day.
2. Vacation leave is twenty (20) days per school year accumulative to forty (40) days. At no time shall any Administrator covered by the agreement have accrued more than forty (40) earned vacation days. At time of termination, resignation, or retirement, the maximum number of earned vacation days for which the Administrator shall be paid or credited, shall be forty (40).
3. Eighteen (18) days of sick leave will be provided each year for absence caused by illness or physical disability of an Administrator. Unused portion of sick leave may accumulate to 200 days.
4. In addition to the above sick days, up to five (5) additional days, non-cumulative, may be used for family illness, death of a close friend, family medical or nursing care, etc. Two (2) of the five (5) days may be used for personal business which cannot be schedule outside of work hours.
5. Bereavement leave is permitted for a death in the immediate family up to a maximum of five (5) days per incident without payroll deduction or leave time charge. Immediate family shall include mother, father, mother-in-law, father-in-law, husband or wife, children and brother or sister.
6. Any Administrator covered by this agreement, who retires and meets the minimum retirement requirements of the Michigan retirement system, shall be granted termination pay as follows:  
  
10 years service: current substitute teacher salary per day for each unused sick day accumulated, to a maximum of \$2,000.  
  
15 years service: current substitute teacher salary per day for each unused sick day accumulated, to a maximum of \$4,000.  
  
20 years service: current substitute teacher salary per day for each unused sick day accumulated, to a maximum of \$6,000.
7. District paid snow days or Act of God days.



Article VI, Section 1

8. Board agrees to provide Administrator's liability coverage, without corporal punishment exclusions, in the total amount of not less than \$1,000,000 for the total Administrator group employed by the Intermediate School District.
9. The District agrees to provide health insurance for each Administrator through a carrier to be determined by the Board. For the three years of this contract, the District will provide Administrators with SET/SEG Ultra Med, \$50-\$100 deductible, with a \$5.00 prescription co-pay. The Board agrees to refund all premium deductions for health insurance deducted since June 1991.

All Association members must assume the responsibility for any increased cost in health premiums beyond the 1993/94 insurance year. The Board's base premium shall not exceed the Board base premium for the 1993/94 insurance year. In the event the health insurance premium effective July, 1994 exceeds the Board's base premium for the 1993/94 insurance year, determined by the premium effective July 1, 1993, Association members shall be responsible for the increased premium costs. Costs are to be paid by payroll deduction starting in June 1994.

For any member not selecting health insurance coverage, the District will, at the member's direction, purchase for the member other optional benefits equal in value to the monthly single subscriber rate for health insurance.

10. For the three years of this contract, the Board agrees to pay the actual premium cost to provide each Administrator group term life insurance with A D & D benefits in an amount equal to 2 times his annual salary. Amounts of coverage will be calculated to the next \$1,000 of coverage with a minimum amount of \$50,000. Carrier to be determined by the Board.
11. For the three years of this contract, the Board agrees to provide dental coverage to all eligible Administrators through a carrier to be determined by the Board with benefits equal to the Delta Dental Plans specified below.

Class I Benefits - Basic Dental Services - Plan pays 80%  
(Includes, exams, radiographs, consultations, preventive treatment, fillings, crowns, jackets, oral surgery, etc.)

Class II Benefits - Prosthodontic Service - Plan pays 80%  
(Includes bridges, partial and complete denture)

Class III Benefits - Orthodontic Dental Service - Plan pays 80%  
(Includes necessary treatment and procedures required for correction of malposed teeth.)



Article VI, Section 1

Class I & II benefits are limited to \$1,000 per family member per contract per year.

Class III benefits are limited to a lifetime maximum of \$800 per family member.

12. After one (1) full day of employment, employee is eligible for paid long term disability insurance coverage subject to carrier's exclusions, limitation and reduction as follows:
  - a. 120 day waiting period of continued unemployment due to illness or injury.
  - b. 66-2/3% of income.
  - c. Maximum of \$2,500 monthly salary of \$3,750 monthly.
  - d. Maternity coverage
  - e. Pre-existing conditions waived.
  - f. Social Security freeze.
  - g. Alcoholism/drugs waiver - 2 year limit.
  - h. Mental/nervous waiver - 2 year limit.
  - i. Two year own occupation coverage.

The carrier to be determined by the Board.

13. If an Administrator is eligible for long term disability benefits, the Board will continue the Administrator at full salary after all sick and vacation days have been utilized until disability insurance benefits become effective.
14. If an Administrator is eligible for workers compensation benefits, the Board will supplement the difference (33-1/3%) between regular salary and maximum compensation payment (66-2/3%) for any one salary up to a maximum of 52 weeks.
15. For each of the three years of this contract, the Board will contribute \$100 per member Administrator towards the implementation of a self-funded vision care insurance program. Payment will be based on 80% of the actual cost of these benefits as allowed under MESSA Vision Plan, VSP-A. Such payments will be made by the Business Office subsequent to June 30 of each year. Should the funded amount be insufficient to reimburse all claimants at the 80% level, payments will be made pro-rata up the \$1,400 limit (14 members X \$100). Should total claims at the 80% level be less than \$1,400, remaining funds shall revert to the District.
16. Any of the following SET/SEG options may be selected through payroll deduction:
  - a. Group Basic Term Life Insurance
  - b. Short Term Disability Insurance
  - c. Long Term Disability Insurance



Article VI, Section 1

- d. Supplemental Term Life Insurance
  - e. Survivor Income Insurance
  - f. Dependent Life Insurance
17. The Board agrees to pay the full cost of membership in professional organizations for each Administrator each year. Superintendent's approval is required.
18. Board will pay the cost of a comprehensive physical examination at a Board designated facility for each Administrator every two (2) years. Maximum cost of such examination not to exceed \$400.
19. The District, for approved travel, agrees to pay for full lodging, expenses and mileage at the rate set forth herein and per diem meal allowance of the actual costs up to the following:

Breakfast	@\$6
Lunch	@\$7
Dinner	@\$12
Daily rate	@\$25 (In state-no receipts)
Daily rate	@\$35 (Out of state-no receipts)
Actual cost	Receipts filed with expense

Mileage reimbursement at the previous year's IRS rate.

If and when a vehicle is available, the District will provide a school vehicle to the Administrator, which he must use for approved out-of-county travel. Request for such shall be to the Transportation Office. Should a vehicle not be available, Administrators may use their own vehicle subject to a reimbursement as outlined herein. Mileage sheets for individuals with high number of miles driven regularly may be turned in twice a month. Others are required to turn their mileage in monthly.

Any Administrator traveling on approved District business in his own vehicle, in excess of 500 miles in any one calendar month, shall receive an added 10 cents per mile for all business miles in excess of 500 miles within St. Clair County only.

B. Leaves of Absence (Other than Short Term)

1. A personal hardship leave of absence without pay may be granted for up to one (1) year to any Administrator who has been in the continuous employ of the District and has been rated satisfactory as an Administrator for two (2) consecutive years and would have been offered a renewal of the continuing status contract for the year in which the leave would be in effect. Detailed information shall be supplied in writing to the Superintendent or his designee within ninety (90) days prior to the requested starting date. The District agrees to waive the time limits of the notice requirement



Article VI. Section 1

in those situations where it can be demonstrated that an emergency situation exists. No payment of benefits nor salary will be allowed.

2. The District shall at all times comply with the Soldiers and Sailors Act.
3. Pursuant to Michigan school law, Administrators who have continuously been employed by the Board for seven (7) years may be granted a sabbatical leave up to one (1) year. During a sabbatical leave, the Administrator shall be considered to be in the employment of the Board, and shall be paid one-half (1/2) of his scheduled salary as set forth in Appendix A.

Recommendation of Administrators to be granted such leave shall be made by a six (6) member panel composed of three (3) representatives chosen by the Board and three (3) representatives chosen by the Association. Upon the recommendation of this committee, the Board may grant the equivalent of up to four (4) sabbatical leaves. The committee may recommend, and the Board may approve, additional sabbatical leave if it is in the best interest of the District to do so. Non-approval of recommended sabbatical leave is not subject to the grievance procedure.

a. Qualifications

1. The applicant must have been employed in the Intermediate School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay for professional improvement, restoration of health, or maternity shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total of seven (7) required by this qualification.
2. The applicant must not have been granted a sabbatical leave of absence from the District during the seven (7) consecutive years of service immediately preceding current application.
3. The applicant must sign an agreement to return to service with the Intermediate School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years (one year in the event of a half-year sabbatical leave), or to refund all or part of compensation received during the sabbatical leave from the District, according to the following schedule:



Article VI, Section 1

<u>Years of Service Following Leave</u>	<u>Refund</u>
0	100%
0.5	75%
1.	50%
1.5	25%
2	0%

A proportionate schedule shall be followed in the event of a half-year sabbatical leave. In the event of extenuating circumstances, the Board may, by special action, waive any obligation to refund compensation.

4. The committee shall consider, among other qualifications, the following:
  - a. The proposed program of the applicant as related to professional graduate study, travel, writing or research.
  - b. The value of the proposed programs to the Intermediate School District, its pupils, and the individual applicant.
  - c. The applicant's length of total service to the District.

b. Application

1. Applications shall be filed with the Office of Superintendent by March 15th of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.
2. Applicants requesting sabbatical leave shall be notified by April 15th as to the status of their application.
3. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

c. Compensation

1. Administrators on sabbatical leave will be paid one-half their salary as set forth in Appendix A, A-1, A-2 on either twenty-one (21) or twenty-six (26) pays, as so indicated.



Article VI. Section 1

2. Administrator granted such leave shall advance on the salary schedule the same number of steps had the Administrator been on the staff in the Intermediate School District.

d. Status While on Sabbatical Leave

1. An Administrator on sabbatical leave shall be considered to be in the employ of the District, and shall have a contract.
2. Full insurance benefits as set forth in Article VI shall be provided Administrators on sabbatical leave.
3. Administrators on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted Administrators by the Board.
4. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.
5. Administrators shall be responsible for notifying the Payroll office of the District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

e. Status Upon Return From Sabbatical Leave

1. An Administrator, when requesting a sabbatical leave, shall indicate a wish to be restored to the Administrator's present position upon return. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.
2. An Administrator returning from sabbatical leave shall file with the Superintendent within sixty (60) days a written report of the Administrator's education pursuits while on sabbatical leave and in the event the leave was granted for graduate study, a transcript from the college or university attended.

C. Administrator Salary Schedule

For the three years of this contract, the salary of each Administrator shall be determined in accordance with the attached Appendix A, A-1, and A-2. For 1991/92 the increase will be 5.5% "across the board" (all



Article VI. Section 1

steps) over the 1990/91 salary schedule. The two step calculation (parity formula) will not be used to prepare the 1991/92 salary schedule. For 1992/93 the increase will be 3.5% "across the board" (all steps) over the 1991/92 salary schedule. The two step calculation (parity formula) will not be used to prepare the 1992/93 salary schedule. For 1993/94 the increase will be 3.5% "across the board" (all steps) over the 1992/93 salary schedule or a salary schedule based on the two step calculation (1988/91 parity formula), whichever is greater. The parity factor in the formula for the 185 extended day hours currently paid at 75% of the approved rate will be changed to provide for payment of 100% of the 1993/94 rate.

D. Duration of Agreement

This agreement shall be effective as of the first day of July, 1991 and shall continue in full force and effect through the 30th day of June, 1994. Between the first day of May and the 30th of June 1994, the parties shall initiate negotiations for the purpose of entering into a successor agreement to this agreement.



APPENDIX A

INTERMEDIATE SCHOOL DISTRICT  
ADMINISTRATOR'S SALARY

Salaries of Administrators shall be determined by their appropriate positions within the established Administrator Salary Schedule.

ADMINISTRATOR SALARY SCHEDULE 1991/92

<u>LEVEL</u>	<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA30</u>
I	0	50,673.00	54,509.00	56,591.00
	1	51,687.00	55,599.00	57,723.00
	2	52,699.00	56,689.00	58,855.00
	3	53,713.00	57,779.00	59,986.00
	4	54,726.00	58,869.00	61,118.00
	5	55,740.00	59,960.00	62,250.00
	6	56,754.00	61,050.00	63,382.00
II	4	54,726.00	58,869.00	61,118.00
	5	55,740.00	59,960.00	62,250.00
	6	56,754.00	61,050.00	63,382.00
	7	57,767.00	62,140.00	64,514.00
	8	58,780.00	63,230.00	65,646.00
	9	59,794.00	64,320.00	66,777.00
	10	60,807.00	65,410.00	67,909.00
III	8	58,780.00	63,230.00	65,646.00
	9	59,794.00	64,320.00	66,777.00
	10	60,807.00	65,410.00	67,909.00
	11	61,821.00	66,501.00	69,041.00
	12	62,834.00	67,591.00	69,118.00
	13	63,848.00	68,681.00	71,305.00
	14	64,861.00	69,771.00	72,436.00

LEVELS

There are three (3) established levels of administration. The Board of Education will designate an Administrator's level upon initiation of employment. It is the intent of the levels to reflect position and responsibility.



INTERMEDIATE SCHOOL DISTRICT  
ADMINISTRATORS SALARY

Salaries of Administrators shall be determined by their appropriate positions within the established Administrator Salary Schedule

ADMINISTRATOR SALARY SCHEDULE 1992/93

<u>LEVEL</u>	<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA30</u>
I	0	52,447.00	56,417.00	58,572.00
	1	53,496.00	57,545.00	59,743.00
	2	54,543.00	58,673.00	60,915.00
	3	55,593.00	59,801.00	62,086.00
	4	56,641.00	60,929.00	63,257.00
	5	57,691.00	62,059.00	64,429.00
	6	58,740.00	63,187.00	65,600.00
II	4	56,641.00	60,929.00	63,257.00
	5	57,691.00	62,059.00	64,429.00
	6	58,740.00	63,187.00	65,600.00
	7	59,789.00	64,315.00	66,772.00
	8	60,837.00	65,443.00	67,944.00
	9	61,887.00	66,571.00	69,114.00
	10	62,935.00	67,699.00	70,286.00
III	8	60,837.00	65,443.00	67,944.00
	9	61,887.00	66,571.00	69,114.00
	10	62,935.00	67,699.00	70,286.00
	11	63,985.00	68,829.00	71,457.00
	12	65,033.00	69,957.00	71,537.00
	13	66,083.00	71,085.00	73,801.00
	14	67,131.00	72,213.00	74,971.00

LEVELS

There are three (3) established levels of administration. The Board of Education will designate an Administrator's level upon initiation of employment. It is the intent of the levels to reflect position and responsibility.



INTERMEDIATE SCHOOL DISTRICT  
ADMINISTRATOR'S SALARY

Salaries of Administrators shall be determined by their appropriate positions within the established Administrator Salary Schedule.

ADMINISTRATOR SALARY SCHEDULE 1993/94

I	0	56,191.00	60,359.00	62,624.00
	1	57,315.00	61,566.00	63,876.00
	2	58,439.00	62,773.00	65,129.00
	3	59,562.00	63,981.00	66,381.00
	4	60,686.00	65,188.00	67,634.00
	5	61,810.00	66,395.00	68,886.00
	6	62,934.00	67,602.00	70,139.00
II	4	60,686.00	65,188.00	67,634.00
	5	61,810.00	66,395.00	68,886.00
	6	62,934.00	67,602.00	70,139.00
	7	64,058.00	68,809.00	71,391.00
	8	65,182.00	70,016.00	72,644.00
	9	66,305.00	71,224.00	73,896.00
	10	67,429.00	72,431.00	75,149.00
III	8	65,182.00	70,016.00	72,644.00
	9	66,305.00	71,224.00	73,896.00
	10	67,429.00	72,431.00	75,149.00
	11	68,553.00	73,638.00	76,401.00
	12	69,677.00	74,845.00	77,654.00
	13	70,801.00	76,052.00	78,906.00
	14	71,924.00	77,260.00	80,159.00

Parity =  $(22.00 \times 7.5 \times 45) + (22.00 \times 1.00 \times 185) = 11,495.00$

LEVELS

There are three (3) established levels of administration. The Board of Education will designate an Administrator's level upon initiation of employment. It is the intent of the levels to reflect position and responsibility.



GRIEVANCE REPORT FORM

Action I - Informal Level

Grievance # \_\_\_\_\_ Intermediate Administrators Association

Date Filed: \_\_\_\_\_ Building: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

- I. Date of Informal Grievance Action I \_\_\_\_\_
- II. Section or Subsection of Contract or Board Policy Alleged to have been violated:
- III. Statement of Grievance:
- IV. Relief Sought:
- V. Disposition of Administration: (in writing)



GREIVANCE REPORT FORM

Action II - Formal Level

Grievance # \_\_\_\_\_ Intermediate Administrators Association

Date Filed: \_\_\_\_\_ Building: \_\_\_\_\_

Name of Grievance Action \_\_\_\_\_

I. Date of Formal Grievance Action \_\_\_\_\_

II. Date of Determination \_\_\_\_\_

III. Section of Subsection of Contract or Board Policy Alleged to have been violated:

IV. Statement of Grievance:

V. Relief Sought:

\_\_\_\_\_  
Signature                      Date

VI. Disposition of Superintendent:



