

## **ARTICLE I - PREAMBLE**

1.10 THIS AGREEMENT, entered into this 1st day of July, 2008, by and between the Board of Education of the Pinconning Area Schools of the City of Pinconning, Michigan, hereinafter called the "Board", and the Pinconning Area Association of School Administrators, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Pinconning Area School District is their mutual aim; and

WHEREAS, the educational Administrators are qualified to assist in suggesting and developing policies and programs designed to improve educational standards; and

WHEREAS, the parties, following deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this Agreement;

THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree to the following articles and/or provisions.

## **ARTICLE II- ADMINISTRATIVE CONTRACT MEMBERSHIP**

2.10 MEMBERSHIP: The Pinconning Area Board of Education recognizes the Pinconning Area Association of School Administrators as the sole and exclusive representative for all administrative personnel in the classification of Principal; Assistant Principal; Director of Advancement Academy; Director of Athletics; Early Childhood Director; School Social Worker. Other administrative positions will be included in the Association provided such position or positions are deemed to be essential in the normal categories included herein by the parties hereto.

2.50 EXCLUSIONS: The bargaining unit shall not include: Superintendent of Schools; Assistant Superintendent/Administrative Assistant whose job responsibilities require he or she to hire, evaluate, answer grievances, dismiss any member included in Section 2.10, and Director of Business Affairs whose job responsibilities include counsel and negotiation strategies concerning financial matters that affect contract negotiations. Also excluded are teachers, and other non-instructional non-administrative positions.

## **ARTICLE III - ADMINISTRATIVE CONTRACTS**

3.05 During the first three years of employment in an administrative capacity for the Pinconning Area Schools, the probationary Administrator shall be subject to non-renewal by notice provided. In conformance with section 1229 of the Revised School Code, which states: (3) A SIXTY (60) DAY notification of nonrenewal of CONTRACT of a person described in subsection (2) may be given only for a reason that is not arbitrary or capricious. The board shall not issue a notice of nonrenewal under this section unless the

affected person has been provided with not less than 30 days' advance notice that the board is considering the nonrenewal together with a written statement of the reasons the board is considering the nonrenewal. After the issuance of the written statement, but before the nonrenewal statement is issued, the affected person shall be given the opportunity to meet with not less than a majority of the board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session, as the affected person elects under section 8 of the open meetings act, Act No. 267 of the Public Acts of 1976, being section 15.268 of the Michigan Compiled Laws. If the board fails to provide for a meeting with the board, or if a court finds that the reason for nonrenewal is arbitrary or capricious, the affected person's contract is renewed for an additional 1-year period. This subsection does not apply to the nonrenewal of the contract of a superintendent of schools described in subsection (1). The failure to provide the required notices or a meeting with the Board shall result in the removal of an Administrator from probationary status and said Administrator shall be subject to the provisions of Section 3.10. This should not be deemed to negate section 1229.

- 3.10 Any Administrator, hired after July 1, 1998, with three (3) years or more seniority as a Pinconning Area School's Administrator, who receives a satisfactory evaluation shall be considered as being on a three-year contract which is renewed yearly. An Administrator placed on probation under the provisions of Article IX will not have the three-year contract renewed. The three-year contract will be reinstated when the Administrator receives a satisfactory evaluation. Residency within a twenty-mile radius of the borders of the District is not required until after the initial four (4) years. The requirement does not apply to a person if the person is married and both of the following conditions are met:
- a) The person's spouse is employed by another public employer,
  - b) The person's spouse is subject to a condition of employment or promotion that would require him or her to reside a distance of less than twenty miles from the nearest boundary of the public employer.
- 3.15 Should the Administrator not be evaluated as provided herein, the Administrator's efforts and professional services shall be deemed conclusively to be at least satisfactory in all respects and for all purposes, subject to termination only as provided in the provisions for reduction in administrative staff provided in Article XVI.
- 3.20 Administrators, by Board action and pursuant to Section 1 of Article 3 of the Michigan Tenure Act, shall not be included under the provisions for continuing tenure as Administrators. However, the Administrator is included in those provisions of the statute relative to his/her tenure as a teacher.
- 3.30 Every Administrator who has satisfactorily completed the probationary period under the Teacher Tenure Act shall have tenure as a teacher in the Pinconning Area Schools. Any necessary reduction of Administrative personnel shall mean the Administrator so affected will, if he/she has acquired tenure as a tenured teacher, be subject to assignments to a teaching position for which he/she is certified and qualified as provided by law, unless

he/she becomes eligible for involuntary transfer to another administrative position. Any such necessary involuntary reassignment of position shall not contravene the Administrator's right to his/her contractual salary for the following contractual year if such reassignment comes after June 30th.

- 3.40 For purposes of discipline, during the term of his/her or her individual contract of employment, the Administrator shall not be disciplined, suspended, reduced in classification or pay, or discharged except for just cause. The services of the Administrator may be terminated at any time during the term of his/her or her individual contract of employment for just cause such as incompetence, insubordination, unprofessional conduct, dishonesty, or willful disregard of Board policy. In the event that the Administrator is terminated or discharged as provided for by this provision, the Administrator's contract shall terminate without further obligation on the Board's behalf. All earned severance benefits will be granted under the provisions of this contract.

#### **ARTICLE IV - RIGHTS OF THE ASSOCIATION**

- 4.01 The Board hereby agrees that employees covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred, laws of the State of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievances or appeals or procedure under this Agreement or otherwise with respect to any terms or conditions of employment.
- 4.02 The Board specifically recognizes the right of the Association to appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- 4.03 The Association shall continue to have the right to use school-building facilities for its meetings at reasonable hours when students are not in session. Designated bulletin Boards, school mail and other established media of communication shall be made available to the Association and its members.
- 4.04 The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, register of certificated and/or supervisory personnel, tentative budgetary requirements and allocations (including county Allocation Board budgets), agenda and minutes of all Board meetings, census and membership data, names and addresses of all employees and such other information is necessary to assist the Association in developing intelligent, accurate, informed and

constructive programs on behalf of the schools and their students, together with any information which may be necessary for the Association to process any appeal or complaint. The Sick Leave register shall be available to designated representatives of the Association.

- 4.05 The Board shall advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, state or federal funds, or major revisions of educational policy, which are proposed or under consideration. The Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to their adoption and/or general publication. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board, and during the term of this Agreement shall not be the subject of negotiations with the Association, nor subject to any proceeding under the appeal procedure.
- 4.11 The private and personal life of any Administrator is not normally within the appropriate concern or attention of the Board. However, if an Administrator engages in acts, that in the opinion of the Superintendent would be detrimental to professional performance or to the District, the Superintendent may exercise his/her administrative prerogatives to take corrective action. Any action taken against such Administrator shall be subject to the grievance procedure, where applicable.
- 4.12 The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, male/female, marital status, or handicap. Membership in the Association shall not be denied to any Administrator because of race, creed, religion, color, national origin, age, male/female, marital status, or handicap.
- 4.13 Any member has the option of voluntarily returning to any posted classroom position. This assumes appropriate tenure and certification status. Any Administrator requesting transfer to a classroom shall present the request, in writing, indicating the type of assignment preferred to the Superintendent by March 15<sup>th</sup>.
- 4.14 No building Administrator or assistant shall be responsible for the operation of more than one building complex without written consent of the Association.

If at any time the Board wishes to add additional duties to an Administrator's job it must be within their realm of expertise. Any additional duties which significantly change the Administrator's job description will be considered a modification of their current position. (See Schedule A-C.)

#### **ARTICLE V - RIGHTS OF THE BOARD OF EDUCATION**

- 5.10 The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Michigan and of the

United States, including the determination and administration of policy; the operating of the schools; the management and control of school properties, facilities, and equipment; and the selection, direction, transfer, promotion, discipline, dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities of the Board, and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

#### **ARTICLE VI - TEAM MANAGEMENT**

- 6.01 Administrators for the District shall function on a line and staff relationship, while incorporating a management team concept.
- 6.10 Administrative operations shall be designed to provide meaningful input from field Administrators in policy and administrative decisions affecting the Administrators area of operation and/or the District as a whole.
- 6.22 The Administrative personnel shall meet as scheduled by the Superintendent. The agenda for the administrative personnel will be the responsibility of the Superintendent.
- 6.24 This article on Team Management is procedural in nature and it is acknowledged that any decisions of the Board of Education are final and not subject to the appeal procedure or arbitration.

#### **ARTICLE VII - SUPPORT AND ENCOURAGEMENT OF ADMINISTRATORS**

- 7.01 The Board, recognizing that Administrators frequently are exposed to situations of great stress and pressure, hereby agrees to render to its Administrators full encouragement and support when they are acting within the scope of their employment.
- 7.10 The Board shall make every reasonable effort to provide adequate support personnel to assure the safety of all students and staff supervised by each Administrator; to protect the District's property for which the Administrator is responsible. If there appears to be a possible problem between financial budgeting and responsibility, the Administrator must discuss this with the Superintendent and/or the Budget Committee of the Board before July 1 of each year.
- 7.15 The Board agrees to provide: (a) liability protection to cover any possibility of loss resulting from litigation against the school or the Administrator for any actions and/or job performance that are job-related. If the Association can justify the need, additional secretarial days may be granted by the Superintendent.
- 7.20 Professional Growth: It is recognized that it is necessary for school Administrators to participate in programs that will improve their knowledge and abilities to function in their respective positions. The Board of Education has a responsibility to facilitate the

professional improvement of its staff. The Board of Education agrees to reimburse an Administrator for expenses for travel, lodging, meals, fees, and other expenses to participate in seminars, workshops, or conferences, and for professional membership and publications that have the prior approval of the Superintendent.

7.25 Each Administrator shall be entitled to reimbursement for professional membership dues to two organizations - preferably one state and one national, as approved by the Superintendent.

7.30 Section 1

Upon receipt of a serious complaint about an Administrator, the Superintendent or his/her designee shall investigate the same. No action will be taken until the affected Administrator has been given the opportunity to provide the necessary background information either orally or by memorandum.

7.40 Members of this Association are directly responsible to the Superintendent and the Superintendent is responsible for the direction of the Administrators of the school district.

#### **ARTICLE VIII - PAYROLL DEDUCTIONS AND PROFESSIONAL DUES**

8.10 Any Administrator who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its affiliates as determined by the Association, who has applied for membership. Such authorization shall continue in effect from year to year unless revoked in writing.

Pursuant to such authorization, the Board shall deduct such dues in twenty-six (26) equal payments on regular paydays falling within the regular school year. Deductions for Administrators employed after the commencement of the school year shall be appropriately prorated.

8.20 With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for its Affiliates to the appropriate offices of those Affiliates. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time, and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

8.30 Upon appropriate written authorization from the Administrator, the Board shall deduct from the salary of any Administrator and make appropriate remittance for annuities, credit union, savings bonds, United Way, insurance programs, or any other plans or programs jointly approved by the Association and the Board.

- 8.40 The Association agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board deducting authorized monies from an Administrator's pay.

### **ARTICLE IX - ADMINISTRATOR APPRAISAL**

- 9.01 It is a recognized responsibility of the Board to evaluate the performance of its employees.
- 9.02 Each Administrator shall be evaluated annually, this evaluation to be completed by March 15th. Should the Administrator not be evaluated as required herein, the Administrator's effort and professional services shall be deemed conclusively to be at least satisfactory.
- 9.10 Responsibilities for which an Administrator is to be evaluated will be defined by a job description and standards as stated in Board policy and the evaluation instrument.
- 9.20 Administrators shall be held accountable for compliance with Board policies. Procedural directives from the Board shall be issued, in writing, by the Superintendent, or his/her in line administrative assistant, to Administrators for their compliance.
- 9.40 The evaluation of the work of all Administrators is a responsibility of the Superintendent or one of his/her designees. In order that each Administrator may be aware of his/her strengths and weaknesses, a written evaluation will include:
- (a) a statement of strengths and deficiencies statement of the improvement desired, and a reasonable time period in which specific improvements are expected. The Administrator has the right to place a written reply to any evaluation placed in the Administrator's personnel file.
- 9.45 The evaluation will be individualized for each Administrator, by using goals developed in conjunction with the Superintendent.

The instrument in effect is exhibited in "Appendix B". To ensure the effectiveness of the administrative appraisal, a committee made up of two members of the Association, the Superintendent and one person of his/her choosing will conduct an annual review of the procedures and the instrument being used in the appraisal process. Any recommendation for revisions is to be submitted by June 30th of each year.

- 9.50 An Administrator rated less than satisfactory at the end of the school year will be placed on a development plan for the succeeding school year and shall be retained at full salary. Improvements required, criteria for success, timeline for improvement, and specific recommendations will be established by the Superintendent. The decision to restore the Administrator to satisfactory status, continue the development plan for another year, or terminate the Administrator's services, will be made by May 1st and the Administrator shall be notified in writing.

- 9.70 Each Administrator shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association or council may, at the Administrator's request, accompany the Administrator in such review. The review will be made in the presence of the person responsible for the safekeeping of such file. The member may challenge any materials in the file. If the member contests the accuracy or completeness of the file, he may provide a written statement as provided by law and ask that these be added to his/her personnel file. Any materials added to the personnel file shall be signed and dated.
- 9.74 Actions taken for the purpose of observing, monitoring, or evaluating the performance of an Administrator shall be conducted openly and with the knowledge of the Administrator.

### **ARTICLE X - APPEAL PROCESS**

- 10.10 Definition: A grievance is a complaint by an Administrator or the Association in its own behalf that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

Any formal grievance filed must be submitted, in writing, and shall:

1. State the date submitted.
2. State the date of the events upon which it is based.
3. Be specific, state a synopsis of the facts giving rise to the alleged violation, and cite the provisions of the Agreement alleged to have been violated.
4. State the relief requested.
5. Be signed by the Administrator and Association representative.

If the grievance does not meet the above criteria, the grievance may be returned to the Administrator or the Association representative who then has five (5) working days to include the required criteria in the grievance.

- 10.20 Procedure: The time lines set forth in the following procedures are to be strictly enforced. Failure of the Administrator or the Association to appeal to the next level of the procedure within the specified time limits shall be deemed a withdrawal of the grievance and acceptance of any response provided. Failure of any representative of the Board to respond at any level within the time lines specified, the grievance is automatically appealed to the next level of the appeal procedure. The time lines may be extended by the written Agreement of the parties.
- 10.21 Step One: Informal Procedures: Prior to filing an appeal under Step Two, an Administrator shall transmit to his/her immediate superior any concern he/she may have



with a view toward resolving the matter at that level. This informal process shall occur within ten (10) working days of the date of the event giving rise to the grievance.

- 10.22 Step Two: If the problem has not been solved or the concern resolved by the procedures at Step One, within ten (10) working days from Step One, an Administrator may present his/her complaint, in writing, to the immediate supervisor or Superintendent. The immediate superior or Superintendent shall within five working (5) working days schedule a conference in an attempt to resolve the complaint.

Participating in the conference shall be the immediate superior/Superintendent and another person of his/her choosing, and the aggrieved member of the Association and another member of his/her choosing. A written decision on the matter shall be provided by the immediate superior/Superintendent and given to the aggrieved Administrator and the Association within ten (10) working days following the conference.

- 10.23 Step Three:

1. If the aggrieved Administrator of the Association does not accept the immediate superior/Superintendent's written answer at Step Two, the grievance may be appealed to the Board of Education by filing such notice, in writing, with five (5) working days from the date of the immediate superior/Superintendent's written decision.
2. Within 20 working days of receipt of the written appeal, the Board of Education, or its designated representatives, shall arrange for the Board of Education to hear the appeal. Physical presence of the grievant shall be required at the Board of Education meeting, scheduled to hear the grievance.
3. The Board of Education shall meet with the Administrator filing the appeal and another representative of his/her or her choosing. The administration and the Association shall be provided with a copy of the Board's disposition within ten (10) working days following the Board meeting.

- 10.24 Step Four – Mediation: The Association may invoke mediation prior to arbitration by providing written notice to the other party within five (5) working days of the disposition by the Board at Step Three and filing a request with the Michigan Employment Relations Commission. The Mediation shall be conducted by a State Mediator from the Michigan Employment Relations Commission who shall designate the date, time and place for the mediation session. If the Association is not satisfied with the results of the mediation session, it may then file a demand for arbitration with the American Arbitration Association within 15 working days following the mediation session.

- 10.25 Step Five – Arbitration: If the disposition by the Board of Education at Step Three is not satisfactory to the Association, the Association may file a demand for arbitration with the American Arbitration Association within 15 working days of receiving the disposition of the Board. The rules and procedures of the American Arbitration Association shall govern the selection process for the arbitrator and the conduct of the hearing. The arbitrator shall be limited to making a decision based upon an interpretation of the

express terms of this Agreement. The arbitrator shall have no authority or power to alter, modify, add to, subtract from or ignore any of the terms of this Agreement. The decision of the arbitrator shall be final and binding. Specifically, the arbitrator shall have no authority or power to render a decision in cases involving the discharge, termination, non-extension or non-renewal of an Administrator. Also, the arbitrator shall have no authority or power to render a decision in cases that involve a dispute regarding the opinion or judgement of the evaluator in the appraisal of an Administrator or regarding the content of a plan of assistance.

The arbitrator shall have no authority or power to interpret any statutory obligations, duties or limitations pursuant to any federal or state statute.

The fees and expenses of the arbitrator, cost of transcript (if one is requested by the arbitrator), and cost of the hearing room shall be borne by the loser of the grievance. All other expenses incurred shall be paid by the party incurring them.

## **ARTICLE XI - COMPENSATION**

- 11.10 Payment for administrative experience, responsibility, supervision, preparation, longevity, number of students, additional duties, salary increases and minimum base salaries of new Administrators covered by this agreement are set forth in "Schedule A", which is attached to and incorporated in this Agreement.
- 11.12 Preparation: The factor for the column "Preparation" is as follows. Bachelors = .04, Masters = .06, Masters +30 = .07, and EDS = .08.
- 11.13 Experience: The experience factor in the pay formula will be capped at 11 years.
- 11.15 The compensation schedule is based on a normal five-day workweek, and the annual compensation shall be paid in twenty-six (26) bi-weekly installments. It is understood that administrative responsibilities will sometimes require time beyond the normal five-day workweek, and this additional time is not subject to added pay unless it is the result of altered job responsibilities.
- 11.20 The formula for Administrator salaries will always be based on 60% of the top (step 11) BA+35/MA amount in the teacher's contract.
- 11.30 When an Administrator earns added degrees or credits or for some other reason becomes eligible for increased compensation, adjustments to salary shall be made within thirty (30) working days of the receipt of the application and necessary documentation. The application for salary adjustment will be furnished through the Office of the Superintendent and must be filed within ninety (90) days of the completion of the required courses. Adjusted pay will be retroactive to the completion of the necessary credits.

- 11.35 Credits earned prior to the completion of the Master's Degree cannot be applied to any MA plus 30 schedule. Hours beyond this Master's Degree must be concentrated in the educational field, plant or personnel management, collective bargaining, leadership, finance, public relations, or in one of the disciplines taught in the public school.
- 11.40 Administrators who are using their own transportation for carrying out responsibilities for school business for the school system, will be reimbursed for the mileage. Mileage reimbursement rate will be established according to the January IRS rate.
- 11.45 To continue to qualify for an administrative position and certification, the District shall reimburse each Administrator up to \$2,000 every 5 years for use in paying for additional credits for continuing education relevant to the Administrator's job. Any pay for credits above \$2,000 must be individually negotiated with the Superintendent. Reimbursements will be made following proof of passing grades.
- 11.50 Severance Pay: Severance pay for the Administrator upon termination of employment with the School District will be paid in conformance with the following:
1. Fifty-five dollars (\$55.00) shall be paid for each year of service up to a maximum of thirty (30) years.
  2. The Board will pay sixty-five dollars (\$65.00) for each day of accumulated sick leave.
  3. Accumulated sick time prior to July 1, 2005, shall be frozen at current levels. Sick leave will be capped at the number correlating to initiation of long term disability for Administrators (currently 65 days).
  4. Accumulated vacation days prior to July 1, 2006, shall be frozen at current levels. Any of these unused vacation days will be paid out per existing contract language upon severance from the District or may be used by an Administrator upon Superintendent's approval.
  5. In the event of death, all terminal leave benefits accumulated shall be paid to the Administrator's designated beneficiary.
- 11.60 Any person appointed by the Superintendent or Board of Education to an "acting" capacity, either by title or function, for any position represented by the Association shall be compensated according to the terms of this Agreement.

## **ARTICLE XII - VACANCIES, PROMOTIONS AND TRANSFERS**

- 12.10 Currently employed Administrators shall be given first consideration, via posting, in appointments to administrative positions that become vacant.

- 12.20 A “vacancy” is an unfilled position that the Board has decided to fill. All vacancies or newly created positions available to members of the Association shall be posted as they occur, but not less than ten (10) working days prior to the deadline for filing.
- 12.25 Any administrative vacancy or new position shall be filled permanently only after it has been duly posted with the Association.
- 12.26 Since both parties of this Agreement agree that the District and the schools it operates are entitled to be operated by Administrators who are fully qualified and competent within their areas, the filling of administrative vacancies within their unit shall be governed by the Board's careful consideration of the following factors: certification, experience, competence, both personal and educational; length of satisfactory service to the District; whether the Administrator meets specifics of written job description and other qualifications deemed necessary by the Board. In arriving at its judgment as to the successful candidate, the Board shall consider objective as well as subjective factors.
- 12.27 For the purposes of this Agreement, “length of service with the District”, shall run from the date of the individual member's signing of his/her first contract of employment with the District. The contract date which controls length of service to the District shall be the earliest contract commencing a period of continuous employment, including authorized leaves. “Length of service as an Administrator” shall include all periods a member of the Association has held any of the positions indicated in the section on “Membership” Article II, or periods served in an “acting” capacity for any of these positions.
- 12.35 When it becomes necessary to transfer an Administrator from one assignment to another, it is agreed that the Administrator affected shall be notified of such change, in writing, by May 1<sup>st</sup> unless circumstances are such that the need for the reassignment was not reasonably known to the Superintendent. The Association is to receive copies of such notification.
- 12.37 Any Administrator who has received satisfactory evaluations in his/her or her previous two (2) years and who is involuntarily transferred or reassigned will keep their current salary if the new position pays less than their current salary. If the two evaluations are not satisfactory OR the Administrator willingly asks or applies for the position, the compensation will be according to the salary formula (Schedule A) for the involved positions.
- 12.40 An Administrator may file with the Superintendent a letter requesting transfer to another administrative job within their unit or a teaching position. Such letter shall be considered a standing letter of application to be considered until July 1, of the following school year.

### **ARTICLE XIII -SICK LEAVE**

- 13.10 The primary purpose of the sick leave allowance is to cover the absence of an Administrator from school because of personal illness or injury sufficiently severe that would make his/her presence at his/her job inadvisable. Sick leave applies only to

absences resulting from illness or injury of the employee. Administrators will use personal time off (PTO) days for time missed due to illness or injury. Sick leave is capped at 65 days.

- 13.20 Sick leave allowance may be accumulated by each Administrator by converting unused PTO days to sick days at the maximum rate of five (5) days per year. Any Administrator who began employment prior to July 1, 2005 and has already accumulated sick days beyond 65 days that have been frozen may utilize these days to be used as sick days only after all PTO days have been exhausted and must obtain Superintendent's approval.
- 13.21 Converted PTO days to sick leave must be requested in writing to the Superintendent by July 31 of each year. Days that are converted are not eligible to receive the annual compensation for PTO days.
- 13.25 When a known health problem requires more than five (5) consecutive days of sick leave, the Administrator will notify the Superintendent in writing of the diagnosis, treatment and anticipated length of disability prior to the start of the sick leave. Before resuming duties, the Administrator must supply a written release signed by the attending physician. This does not apply to emergency health problems.
- 13.30 If there is a question or doubt regarding the illness of an employee, the Superintendent may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed or the employee may return to work.
- 13.40 Any Administrator who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law, shall receive from the Board the difference between the allowance under the Workers' Compensation law and his/her regular salary for the duration of the illness and the difference shall be charged against sick leave. The employee shall receive his/her full salary from the Board and the salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.
- 13.50 No employee will be credited with sick leave allowance while drawing from his/her own accumulated sick leave bank.

#### **ARTICLE XIV - INSURANCE PROTECTION**

- 14.01 The Board agrees to furnish all Administrators in the bargaining unit the following insurance protection.
- 14.10 Group term life insurance coverage in the amount of one and one-half (1 1/2) times the Administrator's annual salary with a maximum of \$175,000.
- 14.15 Upon termination of employment from the Pinconning Area Schools, the Administrator

will have the option of converting his/her District Group Term Life Insurance coverage to individual life insurance at no cost to the school district. This conversion option is subject to the terms and conditions of the insurance carrier. The Board of Education reserves the right to change insurance carriers at any time throughout the term of this agreement.

14.20 Health Insurance

Complete family health care protection for a full twelve-month period, benefits substantially comparable to those of MESSA Choices PPO health care with a ten/twenty dollar preferred prescription co-pay, The Board reserves the right to select the insurance carrier that shall provide such benefits. See Appendix C for further information.

If an Administrator chooses not to take the health insurance program he/she may elect to receive cash in lieu of health insurance benefits to be paid in November. If he/she chooses to switch back to health insurance benefits, he/she will repay a prorated portion of the payment. The cash-in-lieu amount is in a graduated amount depending on how many people choose to take the payout instead of health insurance.

1 person = \$1,500 per person

2 person = \$5,000 per person

3 person = \$6,000 per person

14.30 Full Family Dental Insurance: The Board shall pay the premium cost of Delta Dental care program. See Appendix C for further detail.

14.35 If the District, as between two spouses employs both a husband and wife, they may carry only one health insurance policy between them.

14.40 Any additional options offered by insurance carriers will be available on an optional basis at the Administrator's expense.

14.50 Association members may elect health insurance if his/her spouse who was previously covered by fully paid MESSA or Blue Cross/Blue Shield or other coverage elsewhere died, retired, or otherwise lost benefit of such health coverage for reasons beyond his/her control. Such Administrator would then be permitted to apply for health insurance benefits through the Board on the usual terms and conditions prescribed by the insurance companies.

14.55 Full Family Vision Care: The Board agrees to pay the premium costs for VSP-3 Plan. See Appendix C for further detail.

14.60 Long Term Disability: Loss of time insurance. See Appendix C for further detail. Waiting period: 90 calendar days on which the person insured is disabled.

14.70 The Board agrees to pay the premium for liability insurance, which includes the general liability policy and the umbrella policy that includes errors and omissions to cover the Administrator while acting within the scope of his/her job assignment. The coverage will be the same as that of the Board of Education, the Superintendent, and other Administrators.

14.80 The Board will compensate the Administrator for the repair or replacement of items of personal property damaged or destroyed (while he or she is engaged in his/her or her responsibilities as an Administrator while on school district premises or engaged in a school activity) by the action of any person in retaliation against the Administrator for any act within his/her or her scope of authority and responsibility. The reimbursement shall be limited to any amount above the loss covered by the Administrator's insurance and shall not exceed two hundred (\$200.00) dollars per item or article damaged or destroyed. Reimbursement shall not be made for any loss of money or items not typically or usually within the possession of the person while at work. The Administrator shall obtain the written approval of the Superintendent for the use of personal equipment which exceeds one hundred (\$100.00) dollars per item.

Compensation for damage to an Administrator's automobile while on school premises, which is not the Administrator's fault, and can be proved to be incurred as a result of his/her or her job responsibilities, shall be limited to the amount deductible of the Administrator's car insurance; not to exceed five hundred (\$500.00) dollars per incident or claim.

#### **ARTICLE XV - LEAVES AND RELEASED TIME**

15.10 Released Time: For the individual Administrator, released time for events such as death in the family, jury duty required, professional growth seminars, and other such conditions which might require time away from his/her assignment shall be granted without loss of pay or benefits through arrangement with the Superintendent. Release time for events such as emergencies and illness may be granted without loss of pay or benefits through arrangement with the Superintendent. The Superintendent may require Administrator to use all PTO days, accumulated sick time, and vacation time before granting. The Superintendent shall be notified in all instances prior to the absence, except in case of emergencies.

15.15 Leave of Absence: An Administrator shall accumulate seniority for those leaves of absence for which he/she receives compensation from the District, and other benefits shall accrue as well.

15.20 Any Administrator whose personal illness extends beyond the period compensated under Article XIII shall, upon application, be granted a leave of absence without pay for the remainder of the contract year. If less than three (3) months of a contract year remains, an additional year may be granted if application is made by July. Upon return from leave, the Administrator shall be assigned to, if available, the same position or a substantially equivalent position and shall return with all seniority and privileges enjoyed at the time the leave was granted and shall advance to the next step of any existing salary schedule his/her length of service would warrant. Any such leave granted or taken hereunder for an FMLA qualifying purpose shall count towards the employee's FMLA entitlement.

- 15.31 Leaves of absence, without pay, up to one year may be granted upon application for the purpose of study and research or any reason of professional importance to the Administrator. An Administrator shall return from such leave with seniority, sick leave, and terminal pay/leave accumulations enjoyed at the time the leave was granted, and he/she shall advance to the next step on any existing and appropriate salary schedule, Dates for such leaves shall be mutually agreed upon to avoid disruption of operations.
- 15.32 A maternity/paternity leave of one (1) year shall be granted without pay. Extensions may be granted for one additional year upon application in writing prior to March 1st. An Administrator adopting a child may receive similar leave that shall commence upon entry of an order terminating the rights of the natural parents by the probate court. An Administrator returning from leave provided in this paragraph shall be placed at the next step of the appropriate salary schedule and shall return with seniority and benefit accumulations enjoyed at the time the leave was granted.
- 15.33 Leave of absence shall be granted up to two (2) years to any Administrator who enlists in the Peace Corps as a full time participant. Such Administrator shall be restored to employment with the District, and shall be given the benefits of any increments and seniority which would have been credited to him/her had he/she remained in active service with the school system, provided however, that such Administrator shall make application for re-employment within ninety (90) days after discharge from the Peace Corps; and provided further that such Administrator reports for this assignment at the outset of the semester immediately following such discharge from service, Sick leave and terminal pay/leave accumulations shall be the same as enjoyed at the time the leave was granted. An Administrator shall return to the same or a similar position previously held.
- 15.34 Military, Reserve, or National Guard leaves of absence shall be granted to any Administrator who shall be inducted or called or shall enlist for military duty to any branch of the Armed Forces of the United States until the expiration of the first enlistment during the duration of the emergency. Such Administrator shall be restored to employment with the District, shall return to the same or similar position previously held, and shall be given the benefit of any increments and seniority, provided however, that such Administrator shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further that such Administrator reports for his/her assignment at the outset of the semester immediately following such discharge from service. Sick leave and other accumulations shall be the same as enjoyed at the time the leave was granted.
- 15.40 Administrators who are officers of any affiliate of this Association, upon proper applications, shall be given leave of absence for the term of office without pay, and Administrators who are appointed to its staff, upon proper applications shall be given leave of absence for one (1) year without pay for the purpose of performing duties of said Affiliate. Administrators given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank or assignment and shall accumulate seniority. An Administrator shall return to the same or a similar position previously held. Sick leave and other accumulation of benefits shall be the same as enjoyed at the time the leave was granted.



- 15.45 An Administrator elected or selected for a non-political public position serving directly to benefit the educational system which takes him/her from his/her normal duties with the school system may, upon prior written request, receive a leave of absence without pay for the term of such office. Such an Administrator shall return with all such leave accumulation and seniority enjoyed at the time the leave was granted. An Administrator shall return to the same or a similar position previously held.
- 15.46 It is recognized that an Administrator has the right to serve in, or be elected to, public office less than full time. However, such service shall not be permitted to interfere with the educational process and said Administrator's contractual obligation.
- 15.50 Sabbatical Leave: The Sabbatical Leave policy is designed to provide opportunity to engage in professionally related experiences which will promote growth in the human, conceptual, or technical skills required of an effective educator.
- 15.51 Qualifications: The applicant must possess a life, continuing, or permanent certificate valid in the State of Michigan. The applicant must have been employed in the Pinconning Area School District for at least seven (7) consecutive years, the last three (3) of which should have been in an administrative position. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total years required by this qualification. The applicant must not have been granted a Sabbatical Leave of absence from the Pinconning Area School District during the last seven (7) consecutive years of service immediately preceding the current application. The applicant must sign a promissory note upon an agreement to return to service with the Pinconning Area School District immediately upon termination of the Sabbatical Leave and continue in such service for a period of one (1) year, unless causes beyond his/her control prevent him/her from doing so, or he/she will refund any compensation received during the Sabbatical Leave from the Pinconning Area School District. In the event of extenuating circumstances, the Board of Education may waive any obligation to refund compensation.
- 15.53 Compensation: A Sabbatical Leave of absence approved for any portion of a year will carry an allowance of one-half of the contractual salary for that period of time subject to such deductions as are required by law, Board of Education regulation, or employee election. An Administrator granted such leave should advance on the salary schedule as if he/she had been working in the District.
- 15.54 Status While on Sabbatical Leave: An Administrator on sabbatical leave may be provided full insurance benefits provided by this agreement, life insurance, dental insurance, health insurance, vision insurance, LTD, and any other benefits as mutually agreed upon by the individual being released, Superintendent of Schools, and Board of Education. Full time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient accepting grants, fellowships or remuneration for part time work of any sort which does not interfere with the outlined sabbatical plan. Administrators shall be responsible for notifying the payroll department of the

Pinconning Area School District as to the place where payroll checks should be addressed during the period of sabbatical leave.

- 15.55 Status on Return from Sabbatical Leave: An Administrator returning from sabbatical leave shall be restored to his/her former administrative position. Vacancies created by sabbatical leave shall be filled on a temporary basis.
- 15.56 Review Committee: All applications for sabbatical leave shall be reviewed by a committee for recommendation to the Superintendent composed of six (6) members. The Association and three (3) shall appoint three (3) of these by the Superintendent. The committee shall consider the following criteria: (a) merit of the applicant's proposed program, (b) the applicant's length of service in the Pinconning Area School District, (c) distribution from the areas of elementary, secondary or special areas in the administrative staff.
- 15.57 Selection: The Superintendent shall make the final selection from the list submitted by the Review Committee. No more than one (1) Administrator shall be granted sabbatical leave upon application, recommendation and approval in any one year.
- 15.80 An Administrator having been fully granted leave under the provisions of this agreement must apply for re-employment on or before March 1 prior to the school term in which reemployment is desired, unless specific provisions of the leave stipulate otherwise.

#### **ARTICLE XVI - REDUCTION OF ADMINISTRATIVE STAFF**

- 16.10 In order to adjust to program reduction, declining enrollment, or financial problems, the Board has the right to lay off Administrators within the provisions of this agreement. The prerogative of the Board to lay off Administrators as provided for in this article supercedes any rights to an Administrator which may be granted by this contract, and in particular by Article 3.05 and 3.10.
- 16.20 Before the Board makes a decision to reduce or eliminate administrative positions and/or layoff Administrators covered by this agreement, it will notify, in writing, the Association of such possible action. Such notification will include: The alternative(s) being considered, supporting data, and a statement of rationale. The Association shall within thirty (30) days, present, in writing, its reactions or counter proposals to material received. Prior to any reduction plan being adopted, the Board or its representatives will meet with the Association and will respond, in writing, to any Association materials it submitted.
- 16.30 Determination of persons to be retained shall be based on the following criteria used in the sequence listed: (1) necessary certification, (2) number of continuous years served as an Administrator in the Pinconning Area School District, (3) performance rating, (4) number of years served in the Pinconning Area School District in any employee capacity, and (5) highest degree held.

16.40 Individual Administrators to be laid off from administrative positions shall receive sixty (60) calendar days written notice. A layoff shall not be subject to the nonrenewal provisions of Section 1229 of the Revised School Code.

16.50 Recall of any Administrators who have been reassigned to other positions, or who have been laid off, shall be according to criteria in Article 16.30 of the agreement.

**ARTICLE XVII - WORK YEAR**

17.10 All Administrators are fifty-two (52) week employees, the employment year beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.

17.20 The assignment of administrative personnel will be made within the following categories:

Category	Classification	Days In Work Year	Paid Work Days	Paid Holidays	PTO DAYS
I	Secondary Principal * Middle School Principal Assistant Secondary Principal * Athletic Director Elementary Principal Early Childhood Director Advancement Academy Director	260	213	12	25 @ 75%
II	School Social Worker	215	197	8	12 @ 50%

\* Commencement Day counts as a workday

17.30 The scheduling of the work year within the above categories will be arranged by the individual Administrator subject to the approval of the Superintendent or his/her designee.

17.40 With the approval of the immediate supervisor and the Superintendent or his/her designee:

(1) An Administrator shall be reimbursed for holidays and weekends, with prior approval from the Superintendent.

(2) Unless as otherwise specified in section 13.21, any unused PTO days are to be paid out to the Administrator by the first payroll in August of each year. PTO days will start August 1 and end July 31 of each year. The rate to be used is the percentage of their daily rate as noted above. Daily rate is computed by dividing their regular annual salary by 260 OR 215 days in work year, as noted in the schedule above.

17.45 Administrators will not have to work the first ten (10) regularly scheduled work days (work days includes July 4<sup>th</sup>) in the month of July.

- 17.50 Holidays Include: Labor Day, Thanksgiving Day, Day After Thanksgiving, Day Before Christmas, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Administrator in Category I shall receive an additional three (3) days off to be used only between Christmas Day and New Years Day. Any alteration of these 3 days must be approved in writing by the Superintendent.
- 17.60 The Board encourages its Administrators to engage in programs of professional growth. To accommodate and promote participation in such activities, the Board, where at all possible, will cooperatively plan work schedules that provide the necessary flexibility.

### **ARTICLE XVIII - CREATION OR MODIFICATION OF ADMINISTRATIVE POSITIONS**

- 18.10 The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing duties that such new positions shall carry. However, the Board agrees that before establishing any job descriptions, duties and responsibilities for any new position which would be within the bargaining unit covered by this agreement, it shall confer with the Association on such matters.
- 18.20 Where the creation or modification of an administrative position results in the consolidation of current positions and/or a change in current work load or adopted job descriptions, the Board will work jointly with the Association regarding the redefined job descriptions and other conditions of employment. (See Schedule A-C.)

### **ARTICLE XX - MISCELLANEOUS**

- 20.10 This agreement shall supersede any rules, regulations or practices of the Board that shall be inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual member's contracts heretofore in effect. All future individual contracts for Administrators shall be made expressly subject to the terms of this agreement or the successor agreement.
- 20.20 Copies of this agreement shall be produced at the expense of the Board and presented to all Administrators now employed or hereafter employed by the Board within 30 calendar days of ratification of the contract.
- 20.30 If any provisions of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 20.40 Any Administrator improperly terminating his/her individual employment shall have such fact noted and placed in his/her personnel file. Such Administrator shall also forfeit the rights and benefits set forth in this agreement.

- 20.51 When an Administrator leaves the employ of the District for purposes of retirement at the end of any school year, the effective date of such retirement shall be June 30 of that year, and the remainder of his/her annual contractual salary shall be payable at that time. In order for an Administrator to become eligible for the provisions of this article, he must, no later than April 1 of the year of the retirement, submit to the District a written resignation indicating the intent to retire and establishing the date of his/her retirement as June 30 of that year.
- 20.60 The Board shall compile by November 1, an administrative seniority list which contains: (1) the date of employment in the District, (2) the dates of employment as an Administrator, and (3) the years and days of credit for classroom service in the Pinconning Area School District.

### **ARTICLE XXI - NEGOTIATION PROCEDURE**

- 21.10 In any negotiations described in this agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each may select its representatives from within or outside the School District, provided, however, that neither negotiating team shall exceed five (5) in number plus Recording Secretary, if desired, at the table.
- 21.20 It is recognized that no final agreement between the parties may be executed without ratification by the Association and the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions subject only to ultimate ratification.
- 21.30 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.
- 21.40 The parties to this agreement mutually agree that they will neither take nor threaten to take any reprisals, directly or indirectly, against any colleagues or employees because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this agreement, or the educational policies of the District.
- 21.41 It is expressly understood that this article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional agreement.
- 21.42 Nothing in this article will be construed as a waiver of any rights the Association or its members have under the statutes providing the negotiation and implementation of this agreement.

- 21.50 Meet and confer on the Professional Agreement: The Superintendent with his/her Administrative Assistant to the Superintendent shall meet monthly with the President of the Association and the Chairman of the Association's Professional Negotiations Committee for the purpose of mutually sharing concerns and monitoring the implementation and administration of this agreement.
- 21.60 Waiver Clause: The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Association and the Board, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

#### **ARTICLE XXII - DURATION OF AGREEMENT**

- 22.10 This agreement shall be in full force and effect from July 1, 2008 to midnight June 30, 2013.
- 22.20 This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.

## SCHEDULE "A"

- A. Longevity
- A payment of Twelve Hundred Dollars (\$1,200) shall be paid each year to all Administrators who have completed a minimum of fifteen (15) years of experience in education, the last three (3) being administrative with the Pinconning Area School District.
- A payment of Sixteen Hundred Dollars (\$1,600) shall be paid each year to all Administrators who have completed a minimum of twenty (20) years of experience in education, the last three (3) being administrative with the Pinconning Area School District.
- A payment of Two Thousand Dollars (\$2,000) shall be paid each year to all Administrators who have completed a minimum of twenty five (25) years of experience in education, the last three (3) being administrative with the Pinconning Area School District.
- B. Administrators will be included in any future off-schedule payments that teachers may receive. Administrator's salaries cannot be affected by teacher salary cuts.
- C. 1. Duty: An assigned responsibility of a continuous program that does not involve directing staff, such as Crisis Coordinator and Drivers Ed. Compensation for a duty will be 1% of base salary.
2. Job: A Defined group of program areas in which the person will have the ability to supervise, direct, or discipline staff. Compensation for a job will be 10% of base salary.
3. When an additional job or duty is added a 60 day notice will be given to the affected Administrator unless mutually agreed upon.
- D. The following TDA amounts will be paid in November of each year to an annuity of the Administrator's choice that is presently used by the school district. TDA's will be capped at \$4,000 for Category I, and \$2,750 for Category II.
- E. The following schedule is agreed to for Category II, School Social Worker:

Step	MA (Social Worker Certification)
1	\$ 30,000.00
2	32,000.00
3	34,000.00
4	36,000.00
5	38,000.00
6	40,000.00
7	42,000.00
8	44,000.00
9	46,000.00
10	48,000.00

Annuity benefits will be paid at the home-school liaison level. Any home-school liaison employee will be placed on this schedule the semester following achievement of the required certification and degree.

**APPENDIX A**

Section 11.10 Categories for a newly assigned Administrator in the Pinconning Area Schools system:

<u>Category</u>	<u>Classification</u>
I	Secondary Principal Advancement Academy Director Middle School Principal Assistant Secondary Principal Athletic Director Elementary Principal Early Childhood Director
II	School Social Worker



## APPENDIX B

### ADMINISTRATOR APPRAISAL INSTRUMENT

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Rating Instructions: Rate the Administrator on each of the items that apply using a 1 to 5 scale  
(1 is excellent, 3 is average, 5 is poor).

1. LEADERSHIP AND MANAGEMENT TECHNIQUES: Establishment of lines of responsibility among staff, utilizes the abilities of staff, organization, effective planning, evaluation of employees, organization responsive to the needs of the school district and leadership effectiveness.
2. EMPLOYEE MORALE: Seeks to foster high morale and cohesiveness among employees. Works well with people.
3. ABILITY TO MAKE DECISIONS: Promptly and correctly through weigh all factors and doing what is best for the total district. Ability to face controversy, to remain true to convictions and to follow Board of education policy.
4. BOARD OF EDUCATION AND ADMINISTRATION RELATIONSHIP: Through the channels of leadership adequately keeps informed fellow Administrators and the Board on developments and administration actions. Adheres to policies of the Board.
5. PUBLIC RELATIONS: Availability to the public (parent conferences, community groups, press, etc.), ability to meet with people and interpret school programs, willingness to keep the public well informed.
6. RELATIONSHIP WITH OTHERS: Employees, students, parents and general public; willingness to work with everyone.
7. PROFESSIONAL GROWTH: Participates in professional activities and encourages other employees to engage in self-improvement programs which expose them to new developments in their fields.
8. EXEMPLIFIES DISTRICT PHILOSOPHY: Seeks to achieve community understanding of educational goals of the District. Attempts to obtain support among the school district for progress in developing programs sensitive to the needs of students. As an Administrator, operates on the philosophy that our schools are operated for our children and that every effort is made to afford each child a quality education for the tax dollars spent.
9. PERSONAL CHARACTERS: Emotional stability, moral character, ethical and professional practices.

CHIEF AREAS OF STRENGTH:

CHIEF AREAS THAT NEED IMPROVEMENT:

OTHER COMMENTS OR SUGGESTIONS:

Considering all factors, the professional performance of the above-named Administrator is

\_\_\_\_\_  
Rating 1-5

\_\_\_\_\_  
Evaluator's Signature:

\_\_\_\_\_  
Administrator's Signature:

## APPENDIX C

Please see your MESSA packet for more detail on the coverage for each plan or call your MESSA representative.

### PAK A

Health	MESSA Choices II XVA2 \$10/20 Preferred Prescription Program (Includes \$5,000 Basic Term Life with AD&D)
Negotiated LTD	60% Maximum monthly salary \$6,667      5% Minimum Payout \$4,000 Maximum Monthly Income      No Survivor Income Benefit 90 Calendar days modified fill      Pre-Existing Condition Waiver Alcohol/Drug – 2 year limit      COLA – No Mental/Nervous – 2 year limit      No Education Supplement Program Family Social Security Offset      Maternity Coverage, Rehab Benefits 2 Year Own Occupation      Freeze on Offsets – YES
Negotiated Life and AD&D	Amount equal to 1 ½ times annual compensation rounded to nearest \$1,000, subject to a \$175,000 maximum.
Vision	VSP-3 Plan year July to July Vision Exam covered in full for panel provider Frames covered up to \$65 for panel provider Lenses covered in full for panel provider Necessary contact lenses covered in full for panel provider Cosmetic contact lenses covered up to \$115 and additional 20% of balance
Delta Dental	Maximum annual of \$2,500 per person; \$3,500 Class IV lifetime maximum per person. <u>Class I @ 100%</u> ; Diagnostics: exams, prophylaxes, topical fluoride, emergency palliative, radiographs. Cleanings covered 2 per plan year per insured <u>Class II @ 90%</u> ; Basic Services: restoratives, crowns, oral surgery, endodontic and periodontic services; Sealants Rider <u>Class III @ 90%</u> ; Procedures for construction of fixed bridgework, partial and complete dentures <u>Class IV @ 90%</u> ; Orthodontics: necessary treatment and procedures required for the correction of malposed teeth to age 19

### PAK B

Health	None
Negotiated LTD	Same as above
Negotiated Life & AD&D	Same as above
Vision	Same as above
Delta Dental	Same as Above

**Schedule F.1 Current Wages**

**Schedule F.2 Base Wages**

**PINCONNING AREA BOARD OF  
EDUCATION**

**PINCONNING AREA ASSOCIATION  
OF SCHOOL ADMINISTRATORS**

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Darren S. Kroczaleski  
Superintendent

---

Mark Fuhrman, Chief Negotiator

---

Brad Mason  
Director of Business & Operations

---

Mark Abenth, President PAASA

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Mike Vieau  
Director of Instructional Services

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_