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7/31/97

AGREEMENT

MOUNT CLEMENS
BOARD OF EDUCATION

and the

MOUNT CLEMENS
ADMINISTRATIVE ASSOCIATION

August 1, 1994 to July 31, 1997

Mount Clemens Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

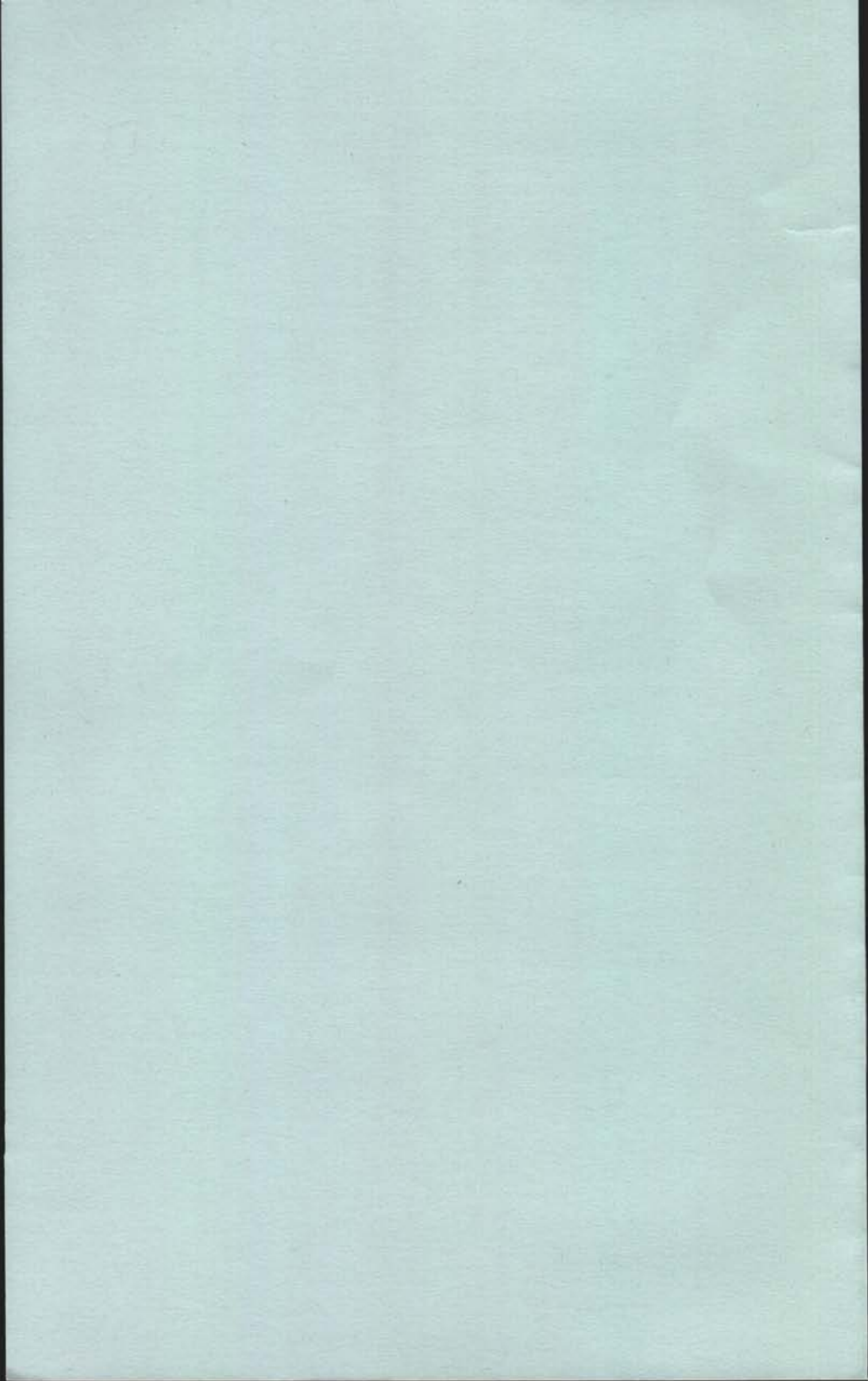


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SECTION I --RECOGNITION

The Board recognizes the Mount Clemens Administrative Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and conditions of employment for all administrative employees of the Mount Clemens Board of Education, including:

- Elementary Principals
- Director of Secondary Pupil Personnel Services
- Director of Secondary Student Activities
- Director of Secondary Internal/External Relations
- Director of Secondary Instruction

but excluding:

- Superintendent of Schools
- Assistant Superintendent for Instruction
- Assistant Superintendent of Business Services & Operations
- Director of Personnel & Administrative Services
- Director of Special Education
- Director of Adult and Community Education
- Director of Public and School Libraries
- Director of Instructional Technology
- and administrative interns.

SECTION II -- DEFINITIONS

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

- A. BOARD shall mean the Board of Education of the Mount Clemens Community Schools or its designated agent(s).
- B. ASSOCIATION shall mean the Mount Clemens Administrative Association
- C. ADMINISTRATOR shall mean all employees represented by the Administrative Association in the bargaining unit as defined above
- D. SUPERINTENDENT shall mean the Superintendent of the Mount Clemens Community Schools or his/her designated agent(s).

SECTION III -- BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board has the responsibility of limiting expenditures to reasonably anticipated revenues.

- B. The Board and the Administrative Association agree that 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 laws and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their professional duties and responsibilities.
 - 2. To hire all employees, and subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 - 4. To determine the appropriate means and methods of instruction, the adoption of textbooks, the determination of funds available, and procedures for the selection and purchasing of materials, supplies and equipment.
 - 5. To determine class schedules, non-teaching activities, hours of instruction, and duties, responsibilities, and assignments of administrators with respect thereto, and the terms and conditions of employment, as modified by this Agreement.

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

- D. The Board will advise the Association when there will be consideration at their meetings of major revisions of operational policies. When committees are created by the Board to develop or amend policies affecting administrators, the Association shall have opportunity to be represented on such committees.
- E. The Board agrees to continue its policy of non-discrimination in the hiring of any administrator on the basis of race, creed, color, age, national origin, sex, marital status, handicap, or membership, participation in, or association with the activities of any professional education organization.
- F. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or handicap.
- G. The personal and private life of any administrator is not within the appropriate concern or attention of the Board except if in the opinion of the Board it is a detriment to the performance of the administrator's assignment.
- H. The Board agrees that each principal and director shall have the opportunity, if possible,
 - 1. to interview new personnel being considered for employment in his/her building or program,
 - 2. to dialogue and develop plans on transfers and recalls,
 - 3. to be involved in addition, alteration, or elimination of/to the existing educational programs
- I. The Board and the Association in its relationships shall act in a moral, legal, ethical and professional manner in these dealings, as outlined in the Code of Ethical Relationships for Board of Education Members and Educational Administrators. Michigan Association of School Boards, November 1976.
- J. The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing qualifications, rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the Association. The Superintendent will inform the Association of any new position within the Association at least one month prior to the Board taking action creating the new position. It is understood that the Association may make recommendation to the Superintendent regarding this new position.

- K. 1. It is recognized the Board may wish to change the duties of Association members during the life of this Agreement. Before a change is made in administrative duties, the administrator shall be apprised and involved in planning the changed responsibilities.
- 2. If the change involves a substantial increase in administrative duties for a period of two (2) weeks or more, or involves assuming promotional duties on an acting basis for two (2) weeks or more, salary adjustments based on (1) the additional time required and/or (2) the acting promotional salary level at the acting administrator's salary step will be provided.
- L. The Board shall be responsible for the typing, printing, preparation of sufficient copies of the Agreement for distribution by the Association to each of its members. Twenty (20) additional copies will be provided by the Board of Education.

SECTION IV -- ASSOCIATION AND ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use building facilities at reasonable times and hours for Association meetings provided this shall not interfere with or interrupt normal school procedures. When special custodial service is required, the Board will charge the Association for the actual charge involved.
- B. The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the duly designated Association representative, all financial and non-confidential personnel information relative to the District; excluding, however, any and all financial information or data which may be held not accessible to administrative bargaining units by any statute, state administrative or judicial body.
- C. Upon appointment with the Superintendent's office, administrators shall have access to their personnel files to review any document which is not received as privileged or confidential in accordance with state and federal laws.
- D. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Association agrees that during the terms of this Agreement, it will not instigate, participate in, encourage or support any strike, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, against the Board by an administrator or group of administrators.

- E. The Association agrees that all of its Association activities and business shall be conducted so as not to interfere with regular administrative responsibilities and duties, and shall not be conducted during the normal working hours of administrators.
- F. In the event a District-wide full day in-service program is held, the Association, upon request of the Association President, may use the first hour of that day for Association business and meetings.
- G. It is agreed by the Board that in situations where official policies, in the opinion of the administrator(s) involved, are not being effectively implemented after proper administrative procedures have been followed at that level, the administrator(s) may seek assistance from the Superintendent or his/her designee.

In the event the Superintendent is not willing to assist, the matter may be referred to the Association for further action.

- H. If an administrator, while acting legally within the jurisdiction of his/her assignment, is sued, the Board, as provided by its liability insurance policy and subject to the exclusions of the policy, will provide legal counsel. It shall be the responsibility of the administrator to bring such suits to the attention of the Board in writing within ten (10) calendar days of their receipt. Time lost by an administrator in connection with an incident mentioned in this section shall not be charged against leave days.
- I. Any physical assault or threat of bodily harm against an administrator shall be reported immediately by the administrator to the proper civil authorities and to the Superintendent. Legal counsel shall be provided in accordance with paragraph H. above.
- J. The president of the Association may, at his/her request, review agenda items with the Superintendent prior to the Board meeting. In addition the Board will provide the Association with one (1) copy of the agenda for the Board meeting at least one (1) day prior to the day of the meeting.
- K. If the Superintendent or his/her designee intends to remove a written reprimand issued by a member of the association to a staff member, s/he shall discuss and give rationale to the administrator who issued the reprimand, prior to the removal.
- L. The Association and the Board of Education believe in the promotion of professional growth and development of administrators within the Mount Clemens Community School District. It is the intent of both parties to promote conference attendance during the school year. The Association

acknowledges the responsibility of the Superintendent to schedule conferences as mutually beneficial to the district and administrator.

SECTION V -- ASSOCIATION MEMBERSHIP, FEES, DEDUCTIONS

- A. Within twenty (20) days after the first contract day of employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of Association dues and assessments.
- B. If an administrator chooses not to join the Association s/he must (1) execute an authorization to deduct a service fee within the deadlines of A., above, which shall be an amount equal to the Association dues and assessments, or, (2) s/he must make full payment of such service fee no later than thirty (30) days prior to the end of the semester.
- C. In the event that a member of the bargaining unit does not join the Association, or does not authorize or pay the required service fee within the time period described in A. and B., above, that member shall be terminated at the end of the current school year. Procedures leading to such termination shall be:
 - 1. Within ten (10) days following deadlines in paragraph B. above, the Association shall notify the Superintendent in writing of any member failing to comply with the requirements of this section. The notification shall include an official request for termination of such individual.
 - 2. The Superintendent on receipt of such information and request, shall initiate the termination process under provisions of this section and applicable statutes.
- D. As a condition of the effectiveness of this Section, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits and other forms of liability and all court or administrative agency costs that may rise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- E. Deduction of membership dues or the representation fee shall be made in not more than seven (7) successive installments, starting with the second pay check. Any administrator terminating employment prior to the final payroll deduction will have the balance due the Association deducted from his/her final check.

- F. The Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of administrators from whom the deductions have been made, within five (5) days after each deduction.
- G. The Board shall also make payroll deduction upon written authorization from administrators for Board approved annuities, Macomb County School Employees Credit Union, United States Savings Bonds, United Fund, or any other plan or programs jointly approved by the Association and the Board.
- H. Each administrator who signs and delivers to the Board an assignment authorizing deduction of membership dues and assessment of the Association, or service fee shall have such authorization continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

SECTION VI -- MEMBERSHIP IN EDUCATIONAL ORGANIZATIONS; EDUCATIONAL MEETINGS

- A. Administrators shall be reimbursed for individual membership in their state professional organization.
- B. If, in the opinion of the Superintendent, membership in other organizations is beneficial to the School District, the Board will pay the membership costs.
- C. Administrators may attend educational meetings directly related to their field of work on approval of the Superintendent, within the guidelines as set by the Board. Reimbursement for expenses is subject to prior approval of the Superintendent.

SECTION VII -- PROCEDURES FOR STAFFING ADMINISTRATIVE POSITIONS

- A. All openings for administrative positions covered by this Agreement shall be announced, in writing, to all administrators at least ten (10) school days prior to the date stipulated for application for such position, by posting in each school building. All announcements of administrative openings will include a brief job description of the position, the minimum

qualifications necessary and the salary range.

- B. Should an administrative vacancy develop and school is not in session, the announcement of such vacancy and qualifications thereof shall be mailed to all administrators. Such an announcement will be mailed to each administrator's last known mailing address at least ten (10) weekdays prior to the date stipulated for the application for such position.

SECTION VIII -- TRANSFERS

- A. A transfer shall mean reassignment of an administrator from one position in the bargaining unit to a like position in the bargaining unit. Any administrator shall have the right to request a transfer. Consideration for such transfer shall be given by the Superintendent based upon the best interests of the school district.
- B. Request for transfer must be filed, in writing, to the Superintendent and would be valid for one year.
- C. When a transfer is at the request of the Superintendent, the member of the bargaining unit affected shall meet with the Superintendent to discuss the reasons for the transfer. At the option of the member of the bargaining unit an Association representative may be present at such a meeting. Notification of transfer will be provided to the Association President at least fifteen (15) calendar days before the effective date of the transfer.

SECTION IX -- GRIEVANCE PROCEDURES

- A. Definition
The term "grievance" shall be interpreted to mean a complaint by an administrator or by the Association in its own behalf that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Procedure for Adjustment
Informal Procedure

The aggrieved administrator(s) or the Association may present the grievance informally to the Superintendent or Assistant Superintendent designee in an attempt to resolve the problem on an informal basis. An individual administrator may be accompanied by the representative of the Association if s/he so desires.

Formal Procedure

Step 1

Within ten (10) school days, but in no event more than thirty (30) calendar days, after the occurrence of the cause of complaint the administrator(s) or the Association may present the grievance in writing to the Superintendent. The written grievance shall include the provision(s) of the Agreement allegedly violated, a description of the circumstances of the occurrence, and the remedy desired.

The Superintendent or an Assistant Superintendent designee shall meet with the aggrieved party within five (5) school days after receipt of the written grievance. The Association may be represented at this meeting by its president or his/her designee.

Within five (5) school days after the meeting the Superintendent shall render a decision in writing to the grievant, addressing issues of the Grievance and provide the Association President with a copy of the response.

Step 2

Should the Association not be satisfied with the resolution of the grievance at Step 1, they may, within thirty (30) calendar days after receipt of the response at Step 1, upon notification to the Superintendent, appeal the grievance to arbitration through the American Arbitration Association, under and in accordance with the rules thereof. The decision of the arbitrator shall be final and binding on all parties.

- C. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the Law and this Agreement and shall have no power or authority to add to, detract from, or modify the terms of this Agreement or to require any retroactive adjustment in compensation for more than fifteen (15) days prior to the

date the grievance was filed.

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by both parties. The parties agree to request that the arbitrator's decision be rendered within thirty (30) days of the arbitration hearing.

- D. The time limit specified in this Section shall be observed except in such instances where both parties mutually agree to extend them.
- E. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend.
- F. If an administrator is required to participate in a professional grievance procedure during the normal hours of service, the administrator will not suffer loss of pay or time.
- G. No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file. References to Association grievances at Step 2 and 3 will be referred to in regard to the topic of the grievance, not name(s) of the grievant(s).
- H. Either party may be represented by legal counsel at any step of the grievance procedure, pending notice of the other party at least two school days prior to the scheduled meeting.
- I. Once a grievance has been filed, any discussion of the grievance between the parties or their representatives shall take place only during conferences or hearings provided for in the grievance procedure.

SECTION X -- SABBATICAL LEAVE

Subject to applicable Michigan Statutory provisions and any amendments thereto, administrators who have completed at least seven (7) years of service in the District and who have at least a Master's Degree may, upon proper written application and approval by the Board of Education, be granted a sabbatical leave for one (1) year under the following conditions:

1. Application must be submitted to the Superintendent on forms provided for this purpose, no later than April 1 of the school year preceding the school year for which leave is sought.
2. An addendum to an application for a sabbatical leave shall be a signed agreement by the applicant to remain in the employ of the District for a period of not less than two (2) years following his/her return from a sabbatical leave. An administrator failing to remain by his/her volition for the two (2) years following the sabbatical leave will reimburse the salary paid during the period of the leave.
3. The work done during the sabbatical leave must be relevant to the field of education.
4. No more than one (1) administrator in the District shall be on sabbatical leave at any one time.
5. The administrator on sabbatical leave will file periodic reports with the Superintendent as requested. Dates for submitted reports will be mutually agreed upon by the administrator and the Superintendent.
6. Once granted, a sabbatical leave cannot be terminated before the date of expiration except as otherwise agreed upon between the administrator and the Board of Education.
7. While on leave, the administrator shall be considered employed by the Board of Education and shall receive, in addition to one-half of his/her current annual salary, all other paid benefits included in this Agreement at a prorated level consistent with the salary.
8. Upon return from a sabbatical leave, an administrator shall be reassigned to his/her former position or a position of like nature and status, and shall be placed on the same step on the salary schedule as s/he would have been had s/he been performing administrative duties in the District during the leave.

SECTION XI -- EVALUATION OF ADMINISTRATIVE PERSONNEL

- A. The work performance of the elementary principals and Director of Secondary Instruction will be evaluated in writing by the Superintendent or Assistant Superintendent for Instruction using procedures established by the Board and the Association.

Following the same procedures, the Director of Secondary Instruction will be responsible for evaluating the work performance of the Director of Secondary Student Activities, the Director of Secondary Pupil Personnel Services, and/or the Director of Secondary Internal/External Relations.

In the event that the Director of Secondary Student Activities, Director of Secondary Pupil Personnel Services, and/or the Director of Secondary Internal/External relations receives an unsatisfactory evaluation, that Director may request a third party evaluation by the Superintendent or the Assistant Superintendent for Instruction.

- B. A copy of the written evaluation shall be submitted to the administrator for his/her review. The administrator may respond, in writing, to the evaluation
- C. Procedures established in A., above shall include; but not be limited to:
1. Establishment of performance goals for each evaluation period.
 2. One or more conferences will be held between the evaluator and the administrator each evaluation period.
- D. It is understood that the evaluative judgments of the evaluator shall not be the subject of a grievance and is hereby exempt from the grievance and arbitration provisions of this Agreement.
- E. All administrators will be evaluated no less than once every three (3) years.

SECTION XII -- LEAVE PAY

The parties to this Agreement accept the philosophy that paid for leave is provided for the purpose of protecting the administrator's income during illness or accident and to assist during time of bereavement, religious holidays, professional growth and achievement, pressing personal business, and/or emergencies within the limits of accumulated leave time. It is understood that administrators who violate this principle will be subject to loss of leave compensation.

- A. An administrator will be granted leave days annually on the basis of the length of their work year in the amount of one fourth (1/4) day per work week plus one (1) day per semester.

Leave days, as indicated in A and B of this section, shall be available to the administrator, subject to the conditions of this section on the first day an administrator is scheduled to report to work.

The form to be used for paid leave as set forth in this section is Appendix C of this Master Agreement.

- B. Leave days may be accumulated to a maximum of one hundred and eighty (180) days*. The Board shall keep a record of unused leave days above the maximum that can be accumulated since the school year 1967-68 until determination shall be made by law as to their eligibility.

*No member will lose existing accumulated days beyond the one hundred and eighty (180) days.

- C. Absence for Certified Illness or Quarantine

1. Absence for certified illness or quarantine, without loss of pay, will be allowed to the extent of the accumulated leave days, including the number of days credited for the current year. In absence for illness of five (5) or more days, an administrator may be required to secure a physician's certificate covering such absence before an allowance is granted for full salary. If requested, such certificate must be forwarded to the Superintendent with the first payroll report following the return of the administrator.

2. a. Administrators who are absent from work because of work related illnesses shall suffer no loss of compensation or leave time for the first twenty (20) work days of illness. Examples of compensable illnesses shall include, but are not limited to: mumps, scarlet fever, measles, chicken pox, lice, scabies, or rubella.
- b. In the case of an unprovoked malicious assault on the part of a student, parent, or any other persons against an administrator, as determined by the Superintendent, the administrator shall suffer no loss of compensation or leave time for a period not to exceed twenty (20) work days.
3. a. Any administrator who is absent due to an injury compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the compensation allowance and his/her regular salary, within the limits of the accumulated leave time. The amount of leave time charged against an administrator who comes under this provision shall be in the same proportion as the compensation by the Board.
- b. If an administrator has exhausted his/her leave time and sick bank time the Board will pay the difference between the administrator's regular daily rate and the Workers' Compensation until the administrator is eligible for long term disability.
- c. If an administrator has no remaining leave time as a result of being injured on the job, the Board will provide one (1) non-accumulative leave day per month for the remainder of the year.
4. An administrator unable to work a full school day because of personal illness or disability shall be charged for a proportional amount of leave day.
5. Absence for medical/dental appointments will not be charged to business leave time. They are to be classified as absence for certified illness and will be limited to one-half (1/2) day unless

special circumstances dictate the necessity of a full day's absence. Whenever possible administrators will schedule such appointments during non-school hours.

6. Any administrator whose personal illness extends beyond the period compensated under Section XII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

Insurance benefits will be maintained for one (1) year after the individual administrator has exhausted his/her sick days and the days s/he is allocated from the sick bank.

Upon return from such leave an administrator shall, if possible, be assigned to the same position. Should this not be possible, the administrator shall be assigned to a substantially equivalent position.

D. Absence Due to Death of a Relative or Friend

1. Absence without loss of pay will be allowed for the death of father, mother, brother, sister, husband, wife, son, daughter, grandparent, mother-in-law, father-in-law, grandchild or stepchild. Special arrangements shall be made with the Superintendent if such absence must extend beyond a period of five (5) days.
2. Absence of one (1) day without loss of pay will be allowed for attending the funeral of a more distant relative or friend, provided notification is made to the Superintendent's office. Special arrangements are to be made with the Superintendent's office if absence is to be extended beyond one (1) day.
3. Attendance at funerals of current and former school district employees or their immediate household shall be reported to the Superintendent and recorded as absence for school business. The Superintendent shall determine who shall represent the school district on these occasions.

E. Absence Due to Illness of Immediate Family

1. Absence due to illness of a member of the immediate family (mother, father, or husband, wife, son, daughter, brother, sister living within the same household) will be allowed without loss of pay. Special arrangements including absence extending beyond five (5) days, and illness of immediate family outside the same household must be made with the Superintendent.

F. Absence due to Attendance at Education Meetings

1. Administrators may attend educational meetings directly related to their field of work, without loss of time or pay, provided permission to attend such meetings is granted by the Superintendent.
2. Permission may, upon approval of the Superintendent, be granted for attendance by an administrator at an education related activity or meeting with a loss of time only.
3. Administrators who hold positions of leadership in the recognized bargaining unit may, upon prior approval from the Superintendent, attend meetings of such organizations without loss of time or pay.
4. A designated representative of the local Association President may attend local, regional, state, or national meetings, workshops, or conferences, upon prior approval of the Superintendent, without loss of time.
5. Visiting days may be granted to administrators at the discretion of the Superintendent and no deduction in pay shall be made for such an approved absence.

G. Business Leave

1. Administrators may use three (3) of their accumulated leave days per year for business purposes. An administrator planning to use a business leave day shall notify the Superintendent or his/her designee at least one (1) day in advance, except in an emergency. Requests for business leave must be forwarded to the business

office three (3) days in advance if definite approval is desired prior to the leave day(s).

2. Business leave will be allowed only for business which because of circumstances, cannot be conducted after school hours or over the weekend. Approval for business leave cannot be granted for the extension of vacation periods.

H. Personal Leave

1. One (1) day from the administrator's individual sick leave bank, may be used for personal leave annually. Advance notice to the Superintendent's office is required.
2. Personal leave days shall not be granted on the day before or the day after a holiday or vacation period except when prior request has been approved by the Superintendent or his/her designee. Requests shall be submitted in writing at least one (1) week prior to the intended absence. Approval or denial of the request shall be at the sole discretion of the Superintendent or his/her designee. Denial of such request shall not be a proper subject of a grievance.
3. It is understood that in buildings with more than one administrator assigned, no more than one will be granted personal leave on the same day except in extreme circumstances approved by the Superintendent or his/her designee.

I. Jury Duty

1. An administrator called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time. Administrators receiving notice of jury duty will immediately notify the Superintendent's office.

- J. Absence for Observance of Religious Holidays Staff members will be allowed up to a total of two (2) days of absence for the required observance of religious holidays of recognized religious denominations.

- K. Benefits prior to service under no circumstances can an administrator be placed on the payroll before prior service with the Mount Clemens Schools. Sick leave benefits will be made retroactive to cover the period before actual service as soon as service is rendered.
- L. Accumulated leave days shall be recorded semiannually on a statement and presented to each administrator in September and June.
- M. Administrator's Central Sick Bank
 - 1. At the beginning of each school year, each association member shall contribute a maximum of two (2) days of his/her sick leave allowance to the Administrator's Central Sick Bank. The sick bank is to be administered by the Association in accordance with the provisions of this contract.
 - 2. To withdraw sick bank days, an administrator or person acting on his/her behalf, submits a written request to the Association President, accompanied by a statement from his/her physician.
 - 3. An Association member must have exhausted his/her accumulated sick leave.
 - 4. An Association member will be granted no more than fifty (50) days from the bank in a current contractual year.
 - 5. An Association member who has used days from the sick bank is not required to repay the days.
 - 6. The Association members will contribute two days each per contractual year until the bank reaches a total of 150 days. At this time, the contributions by the Administrators will cease until the balance in the bank is reduced to 75 days. When there are less than 75 days in the Administrator's Central Sick Bank the deduction from the members will be made at the beginning of the next school year.
 - 7. A newly appointed administrator shall contribute two (2) days of his/her leave days to the Administrator's Central Sick Bank upon appointment to his/her administrative position.

8. At the beginning of each school year the Board shall provide the Association with a status report on the Administrator's Central Sick Bank, indicating the prior year's usage and the current accumulations.
 9. In the event the common bank is exhausted in a contract year and it becomes necessary for the Association to assess their membership additional days, the Board of Education shall contribute to the bank the same number of days as contributed by the Association members. The Board will be obligated to make this contribution no more than one time during each contract year and to a maximum of two (2) days per Association member.
- N. A leave of absence, without pay, shall be granted to an administrator who is recalled, inducted, or enlists for military duty and in any branch of the Armed Services of the United States. The period of the leave shall be governed by the length of the period of recall, inductment or enlistment. Upon return from such leave, an administrator shall be placed at the same position on the salary schedule as s/he would have been had s/he been in the district during such period.
- O. In case of emergency, members of any National Guard Unit or any branch of the armed services called up for duty of not more than five (5) days duration (unless extended by the Superintendent) shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.
- P. The Board declares its policy that women affected by pregnancy, childbirth related medical conditions shall be treated the same for all employment related purposes, including receipt of benefits under fringe benefit programs as other persons not so affected, but similar in their ability or inability to work.

SECTION XIII -- DISCIPLINE

- A. No administrator shall be disciplined or reduced in rank without just cause and due process.

- B. For the purpose of this section discipline shall mean a written admonition which is derogatory of an administrator's conduct, services, or actions which are detrimental to the performance of the administrator's assignment.
- C. The disciplinary admonition shall be signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy signed by the administrator shall be placed in the administrator's personnel file in accordance with Article IV, C. of this Agreement.
- D. Any written complaint, record of disciplinary action, or any evaluation, placed in an administrator's official file shall first be reviewed and signed by the administrator. If the administrator so chooses, s/he may attach to the filed document any explanatory remarks deemed appropriate. Administrators shall have the right to review their official personnel file in the presence of the Superintendent or his/her designee, excepting documents submitted prior to the administrator's appointment, placement office credentials designated as "Confidential".
- E. All materials of a negative nature except transcripts, letters of recommendation, and evaluations shall be expunged from the personnel record(s) after four (4) years. Evaluations shall be expunged after ten (10) years upon request of the individual administrator.

SECTION XIV -- PARENT COMPLAINTS

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator, that such citizen shall be encouraged to first discuss the matter fully, either by phone or in person, with the administrator involved before any administrator not within the Association takes action on the matter. Furthermore, if the Superintendent or his/her designee intends to pursue the matter the administrator involved will be notified regarding receipt of the complaint. It is understood and agreed that if an administrator's decision is appealed to a higher authority that such administrator shall provide the necessary background information, in person, by phone, and/or by confidential memoranda, upon the request of the

Superintendent or his/her designee, before any further action is taken on the matter.

SECTION XV -- REDUCTION AND RECALL OF ADMINISTRATIVE POSITIONS

- A. If in the Board's opinion it is necessary to reduce the administrative staff it shall be on the basis of length of administrative service within the District, certification and qualifications as they relate to the best interests of the school district as determined by the Board of Education. Administrative service, shall mean the effective date of employee's administrative contract in a regular position as appointed by the Board of Education and compensated to the administrative salary schedule.
1. In the best interests of the school district as determined by the Board, the following factors will be considered:
 - a. Certification requirements and/or North Central Association requirements
 - b. Length and area of professional experience within the system
 - c. Academic training
 - d. Professional growth
 - e. Ability to perform the assignment, as assessed by the Superintendent
 2. Any administrator relieved of his/her duties because of a reduction of staff shall be appointed to the next administrative opening for which s/he is certified and qualified.
 3. It is understood that in the event that a position is abolished and that administrator is not the one to be relieved of his/her duties pursuant to the terms of this Agreement, the Superintendent shall reassign him/her to a vacant administrative position for which s/he is certified and qualified.

4. It is understood that the Board may fill vacancies which are a result of a lay off, provided the Board posts the position in accordance with the procedure outlined in Section VII of this Agreement.
- B. Any administrator who is laid off because of necessary reduction in personnel shall be appointed if s/he desires, to a position in the school district for which s/he is certified and qualified as an administrator or teacher.
- C. If an administrator is laid off because of necessary reduction of personnel, the name of the administrator shall remain on the recall list for three (3) years after lay off unless s/he resigns.
- D. In recalling administrators who were laid off because of necessary reduction of personnel, the administrator higher on the recall list, by virtue of seniority and qualifications as described in Paragraph A above, will be called first in any choice which must be made between two or more such administrators who qualify under the provisions of Paragraph A.1. above.
- E. In the event an administrator is reassigned as a teacher, his/her salary shall be determined according to the provisions of the Teachers Master Agreement.
- F. Whenever possible, the Superintendent will meet with the President of the Association to explain and discuss any proposed reduction prior to implementation, at least ninety (90) days before the proposed reduction.
- G. The Superintendent on request, will provide the Association with a list of administrators, updated annually, by December of each year, which will include:
 1. Date hired in the school district
 2. Date assigned to administrative position
 3. Title of administrative position
 4. Hours of credit earned beyond M.A.
 5. Degrees earned

- H. In the event the Board finds it necessary to reduce administrative staff, the number of administrators notified of layoff will not exceed the number of positions to be reduced.

SECTION XVI -- DISCHARGE OR SUSPENSION OF ADMINISTRATORS

No administrator shall be suspended or discharged except for just cause and due process unless, s/he:

1. Has received a written charge before suspension
2. Has been accorded a hearing, at his/her request, before the Board of Education
3. It is understood that in the event of suspension, number 2 above may occur after suspension has been effected. A person under suspension, or notified of discharge shall have a hearing with the Board, at his/her request, within thirty (30) days of the notification of suspension or discharge.
4. At any hearing(s) under this provision the affected administrator shall be entitled to Association representation at his/her request.
5. It is understood that a discharge or suspension shall be subject to the grievance procedure.
6. If an administrator is found to have been unjustly discharged or suspended, s/he will be eligible to receive his/her professional compensation minus any remuneration from gainful employment during the period of discharge or suspension.

SECTION XVII -- COMPENSATION

- A. The daily pay rate for administrators shall be determined by dividing the administrator's total pay by the number of contract days. If an administrator is required to work beyond his/her contract period at the daily pay rate, s/he shall receive a minimum of one half (1/2) day's pay.

- B. For each two (2) or more semester hours of credit completed after the granting of the Master's degree, not to exceed thirty (30) hours, earned at an accredited University, the Board agrees to pay in addition to the current annual salary, the sum of \$12.00 per semester hour, provided such credit is at the graduate level and definitely related to the Administrator's area of responsibility. To be eligible for this allowance, a transcript of such earned credit, or reasonable evidence until a transcript is submitted, must be presented to the office of the Superintendent prior to September 1. Transcripts for summer work which are not available by September 1, shall be forwarded to the office of the Superintendent during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter the salary for either the first or second semester of that school year.
- C. Each administrator shall receive longevity payment of \$400.00 commencing on the 15th year of service with the District. Commencing with the 20th year of service with the district, the longevity payment will be \$700.00.
- D. Salary of administrators shall be based on SCHEDULES A through E, APPENDIX A Steps 1 through 5 represent yearly step increments based on one contract year of service.
- E. The Board of Education, in appreciation for service to the district agrees to pay, upon retirement, \$100.00 for each year of service to the Mount Clemens Community School District beyond the first ten (10) years, to full time employees. Proof of retirement from the Michigan School Employees Retirement Fund is necessary before receipt of the above benefits.
- F. The hourly rate for Summer School Principal shall be 120% of the teacher's hourly rate.

SECTION XVIII -- INSURANCE PROTECTION

- A. The Board agrees to provide all insurance benefits listed in Plan A for a full twelve month period for all administrators in the bargaining unit, except for those administrators electing benefits under Plan B below.

Such benefits shall be provided, without cost to the administrator and his/her dependents. The Board reserves the right to change insurance carriers provided insurance coverage is comparable. The administration of insurance coverage provided will be of like kind to that provided the current Superintendent.

1. Plan A

- a. The Board agrees to provide Health and Hospitalization Insurance equivalent to or better than CURRENT Blue Cross MVF-1, with IMB, OB and FAE riders and with ML, D45M, PDP \$2.00 co-pay, and Master Medical Rider 4 for all members and their families who enroll for such comprehensive medical and surgical protection through the Administrative group. This coverage will not be extended to employees covered through any other plan of this nature. Employees whose status changes may enroll for coverage for which they are eligible within thirty (30) days of their status change. The Board agrees to pay the cost of Blue Cross MVD-2, with the above riders.
- b. The Board shall provide a Dental Insurance Plan for each bargaining unit member and his/her dependents. This plan shall include 80% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits, to an annual maximum of \$1,000 per person. The plan shall include internal and external coordination of benefits (COB).
- c. The Board shall provide group term life insurance protection in the amount of \$60,000 with double indemnity, to be paid to the Administrator's designated beneficiary or estate for all employees who enroll for such coverage.
- d. The Board shall provide long term disability insurance plan which will cover a maximum of 66-2/3% of eligible employee's monthly base salary to a maximum of \$3,000 per month provided the employee is eligible under the provisions of the plan. Benefits may be paid to age 65. Qualifications

will be based on any one (1) period of total disability after the expiration of a qualifying period of ninety (90) days.

- e. The Board agrees to purchase an optical insurance program for each administrator during the life of this Agreement COMPARABLE TO CURRENT MESSA VSP2 plan.

2. Plan B

- a. The Board shall provide a Dental Insurance Plan for each bargaining unit member and his/her dependents. This plan shall include 100% of Class I benefits, 90% of Class II benefits, 90% of Class III benefits, to an annual maximum of \$1,500 per person. The plan shall include internal and external coordination of benefits (COB).
- b. The Board agrees to purchase an optical insurance program for each administrator during the life of this Agreement COMPARABLE TO MESSA VSP3.
- c. The Board shall provide long term disability insurance plan which will cover a maximum of 66-2/3% of eligible employee's monthly base salary to a maximum of \$3,000 per month, provided the employee is eligible under the provisions of this plan. Benefits may be paid to age 65. Qualifications will be based on any one (1) period of total disability after the expiration of a qualifying period of ninety (90) days.
- d. The Board shall provide group term life insurance protection in the amount of \$60,000 with double indemnity, to be paid to the Administrator's designated beneficiary or estate for all employees who enroll for such coverage.
- e. Employees opting not to take the Board paid health insurance shall receive \$100 per month PAID THROUGH A FLEXIBLE BENEFIT PLAN. Administrators opting to take Plan B must notify the personnel office on or before September 1 of the current school year.

SECTION XIX -- PERSONAL PROPERTY LOSS AND LIABILITY

- A. The Board will reimburse administrators, in an amount not to exceed \$150.00 for proven loss, or damage, or destruction, while on duty in school, or school related duty, of an administrator's property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the administrator. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money in excess of \$10.00. Article of personal property left unattended in an automobile parked on school premises shall be included in this obligation, provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and provided reasonable proof of loss can be provided. This obligation shall extend only to that portion of any such loss which is not covered by insurance taken out by the administrator, and will be payable only after the administrator has first exhausted all possibility of collecting for such loss under his or her insurance, if any.
- B. An administrator will be responsible for school property within his/her building or jurisdiction, and will take reasonable precautions regarding that school property. However, administrators will not be held liable for the loss of such property if loss is not caused by the administrator's negligence. School property removed from the building for official school business with permission, will be subject to the same conditions.
- C. When student property is confiscated, or when the administrator accepts custody of student property the administrator will be responsible for its security.
- D. It is expected that administrators will provide guidance to students and staff regarding the protection of students' personal property.

SECTION XX -- OTHER BENEFITS

- A. The Board will pay the cost of tuition, books, and fees for courses required by the Board, but will not pay for courses required by the Board prior to employment, or required to maintain certification or qualifications for the position. Books purchased under this provision become property of the Board.

- B. The Board shall provide that, whenever duly authorized by administrators on a form or forms approved by the Board, payroll deductions on behalf of such administrators shall be made according to normal payroll procedures and paid in accordance with such form or forms, for any of the following purposes:
 - 1. Payments to the Macomb County School Employees Credit Union
 - 2. Purchase of United States Savings Bonds
 - 3. Premiums under any annuity contract purchased by the administrator
 - 4. Membership dues of the Association
 - 5. Donations to the United Foundation
 - 6. Other, mutually agreed upon by the Board and the Association
- C. The Board shall pay, on receipt of properly detailed voucher, for school business transportation. Reimbursement for school business transportation within Macomb County will be twenty one (21) cents per mile; for out-of-county destination travel reimbursement will be twenty one (21) cents per mile.
- D. Although it is recognized that charitable or religious contributions cannot be required by the Superintendent or Board of Education, the members of the Administrative Association support and encourage efforts that benefit the school district and it's community.

SECTION XXI -- CONTRACT YEAR; HOURS OF WORK

- A. The contract year for administrators shall begin August 1, and shall end on July 31.
- B. It is mutually understood that administrators should adhere to work schedule consistent with the demands of his or her administrative responsibilities, including activities beyond the regular school day.

- C. If the Superintendent determines that an administrator needs to work beyond, or in addition to time provided in his/her contract year, the administrator shall be paid his/her daily rate for such additional work. It is understood that, on the agreement of the Superintendent and the administrator, compensatory time off during the school year may be taken in lieu of payment.
- D. It is agreed that no administrator will have the number of his/her contractual work days reduced because of any interruption caused by strikes or other problems involving employees outside this bargaining unit, except for lay offs.
- E. Administrators shall have reasonable duty free lunch periods, providing arrangements have been made for proper supervision of the building and/or areas of responsibility. This lunch period may be scheduled during the regular school lunch period, or if circumstances dictate, immediately prior to or following the regular school lunch period.
- F. The Board agrees to make reasonable efforts to provide administrators with at least one certified person to assist in supervision of students who remain at school during the noon lunch period.
- G. The Board agrees to provide adequate adult para-professional supervision of students during the noon lunch period.
- H. Scheduled days of student and/or teacher attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township or state health authorities shall be rescheduled by the school district, when necessary to meet the 180 required instructional days. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement. The superintendent or his/her designee will notify the Association President if schools are closed and administrators will not be required to report for work. Notice of closing and reopening of school will be provided to radio stations WWJ, WJR AND CKLW by 6:00 a.m.

SECTION XXII -- NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern, and considered to be significant by both parties, may be subject to professional negotiations between them at three month intervals, commencing with the effective date of this Agreement. All changes in this Agreement shall be made only through the mutual consent of the Board and the Association in a written and signed amendment to this Agreement.
- B. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement reached between the parties may be executed without ratification of the Board of Education and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any negotiations, either party may invoke the assistance of the State Labor Mediation Board or take any other lawful measures which may be considered appropriate.
- D. All negotiations in behalf of the Association shall be held outside of the normal hours of service for Administrators as defined in Section XXI of this Agreement unless otherwise agreed by both parties.
- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the administrators, together with information which may be necessary for the Association to process any grievance or complaint.

SECTION XXIII -- DURATION OF AGREEMENT

- A. This agreement and all its provisions shall become effective upon ratification and shall remain in effect until July 31, 1997.
- B. Reopening of any provision of this Agreement during the period of its effect shall be only through agreement of the parties. Any agreements reached under reopened negotiations shall be reduced to writing and distributed to all members of the bargaining unit.
- C. The parties agree to begin negotiations for a new Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of the Agreement. The Association shall notify the Board, in writing, of its intent to reopen negotiations within the time period above.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. All provisions of this Agreement are subject in all respects to the laws of the United States and the State of Michigan with respect of the powers, rights, duties and obligations of the Board and of the Association and its members. In the event that any provisions of this Agreement shall at any time be held contrary to law, then such provisions, or application of such provisions shall be of no force and effect, excepting that all other provisions shall remain in full force and effect.

ADMINISTRATIVE ASSOCIATION

BOARD OF EDUCATION

Hinda L. Peters
President

Earl C. Rukman
President

Ross J. Chapman
Secretary

APPENDIX A

1. When an administrator is hired from outside the Mount Clemens Community School System, s/he will be credited, for purposes of salary setting, with no more steps than is commensurate with years of administrative experience. Nothing in this section shall change other provisions in the Agreement relating to seniority.
2. When an administrator within the Mount Clemens Community School System is promoted from one administrative position to another, s/he will be credited with no less than one-half (1/2) the steps accrued previously on the administrative position and title which provides a yearly financial increase in that new position at the maximum step for purposes of setting salary.
3. When an administrator within the Mount Clemens Community School System is transferred to a lateral administrative position, s/he will be credited with the full number of steps accrued previously on the administrative salary schedule.
4. In the event of an administrator's change to a position and title which provides a yearly financial decrease in that new position, he or she will be credited with the full number of steps previously accrued on the administrative salary schedule.

MOUNT CLEMENS ADMINISTRATIVE ASSOCIATION - SALARY SCHEDULE

1993/94 salary freeze - no step increase
 1994/95 3.0% salary improvement
 1995/96 3.0% salary improvement
 1996/97 3.0% salary improvement

	1993/94	1994/95	1995/96	1996/97
SCHEDULE A - 205 Days				
Elementary School Principal				
Step				
1	\$58,933	\$60,701	\$62,522	\$64,398
2	60,407	62,219	64,086	66,008
3	61,917	63,775	65,688	67,658
4	63,465	65,369	67,330	69,350
5	65,051	67,003	69,013	71,083

SCHEDULE B - 205 Days*
 Director of Secondary Student Activities
 Director of Secondary Pupil Personnel Services
 Director of Secondary Internal/External Relations

Step				
1	\$58,933	\$62,761	\$64,644	\$66,583
2	60,407	64,279	66,208	68,194
3	61,917	65,835	67,810	69,844
4	63,465	67,429	69,452	71,535
5	65,051	69,063	71,134	73,268
5A**	66,775	70,838	72,963	75,152

SCHEDULE C - 220 Days*
 Director of Secondary Instruction

Step				
1	\$64,953	\$68,962	\$71,030	\$73,161
2	66,576	70,633	72,752	74,935
3	68,241	72,348	74,519	76,754
4	69,947	74,105	76,329	78,618
5	71,695	75,906	78,183	80,529

Honorarium				
Specialist degree	\$500	\$500	\$1,000	\$1,200
Doctors degree	\$750	\$750	\$1,500	\$1,800

*\$2,000 added to 1993/94 base for secondary director salaries before 3% increase in 1994/95.

**Current Director of Internal/External Relations grandpersoned at compensation levels at step 5A. If Nelson Jackson vacates position in the future only steps 1 through 5 will be applicable. Step 5A does not apply to any other position listed.

Any Administrator due a step increase during 1993/94 will receive the equivalent amount of the step increase in one lump sum, in a separate check, on the second payroll period in September 1994, if the Administrator is still an employee of the Mount Clemens Community School District as of September 1, 1994. Each Administrator shall be advanced to the appropriate step for 1994/95.

Longevity payments will be paid in one lump sum, in a separate check, on the second pay period in November.

AFFIRMATIVE ACTION PROGRAM

I. Policy Statement

Recognizing that societal attitudes of the past have resulted in an imbalance in favor of white males in administrative and other positions of authority and desiring that these imbalances be corrected, the Mount Clemens Board of Education and the Mount Clemens Administrative Association join in this affirmative action program.

The MCBE will seek minority and female applicants for all job levels within the MCAA and afford them equal employment opportunities. Selection of persons for administrative positions shall be on the basis of merit, training and experience only without prejudice of race, religion, national origin, sex, age.

Continuous efforts shall be made to refine the implementation of existing policy to insure that recruitment, hiring, promotion, retention, management practices and structuring of labor contracts further equal employment opportunities.

Existing federal and state laws relative to equal employment practices shall be an integral part of this program.

Retention:

When the certification and qualifications of administrators are equal, seniority will be disregarded for minority and women administrators, and such administrators shall be maintained until the number of minority and women administrators reflect the racial/sexual percentage (20%) as was evident during the 1977-78 school year.

In the event a reduction of administrative staff is necessary, the affirmative action policy shall prevail if minority/or women staff are involved.

The affirmative action policy will apply only to those administrators hired after the 1981-82 school year.

II. Affirmative Action Plan

A. Job Descriptions

Job descriptions of all employment positions within the administrative unit will be completed during the next twelve months by representative administrator(s) and the superintendent or his/her designee.

B. Recruitment and Selection of Administrative Bargaining Unit Personnel

Recognizing the importance of effective recruitment and hiring practices in the implementation of the MCAA's District's Employment Affirmative Action Plan, the following procedures will be followed:

1. All job announcements will specify the nature of the job, the information needed from applicants, the name, address, telephone number of the employer, and the person to be contacted for information and application procedures. Every announcement or listing of the position will include the statement that the district is an Equal Opportunity and Affirmative Action Employer.
2. Efforts will be made to increase recruitment of racial-ethnic minorities and women. In addition to colleges and universities presently on the list, recruitment from institution with high percentages of students of various racial-ethnic minority groups will be sought. Procedures will include sending notices to placement offices, minority student programs, counseling centers and minority student organizations.
3. All application forms shall collect only that information relevant to job related criteria.
4. Information requested during interviews shall be restricted to job related criteria and be consistent for all.
5. Records of applicants will be maintained which will be identified by race and sex and include a separate file of minority applicants. Other records will be lists of individuals and groups contacted, published notices of openings, notice circulations and correspondence. Records shall be maintained for a period of two years.

LETTER OF UNDERSTANDING

Nelson Jackson, Director of Secondary Internal/External Relations is grandparented in the position on the salary schedule found in this Agreement.

If Mr. Jackson vacates the position, the Director of Secondary Internal/External Relations salary schedule will be the same as the Director of Secondary Student Activities and the Director of Secondary Pupil Personnel Services.

