

3916

6/30/2000

MASTER AGREEMENT

BETWEEN

PORT HURON AREA SCHOOL DISTRICT

AND

BUILDING ADMINISTRATORS ASSOCIATION

1995-96 through 1999-2000

Port Huron Area School District

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AGREEMENT

This Agreement is entered into this twenty-second day of April, 1996 by and between the Port Huron Area School District, hereinafter called the "District", and the Port Huron Area School District Building Administrators' Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, terms and other conditions of employment for the entire term of this Agreement for all school building administrators, but EXCLUDING all other employees of the Port Huron Area School District. "School building administrators", as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:

1. Principals
2. Assistant Principals
3. Curriculum Directors
4. Assistant Program Directors of Adult Community Learning Program
5. Program Director, Port Huron South
6. Elementary Supervisor

ARTICLE II

DEFINITIONS

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

1. DISTRICT, shall mean the Port Huron Area School District, or its designated agents.
2. ASSOCIATION, shall mean the Port Huron Area School District Building Administrators' Association.
3. BUILDING ADMINISTRATOR, shall mean a person employed in a position not excluded from and specifically set forth in the RECOGNITION clause of this Agreement.
4. SUPERINTENDENT, shall mean the Superintendent of Schools of the Port Huron Area School District or his/her designee.
5. BOARD, shall include and mean the elected, or appointed, members of the Board of Education.
6. DAYS, shall mean duty days of the individual Building Administrator unless otherwise specified in this Agreement.
7. Reorganization, is a change or elimination of the function or job description of a Building Administrator.
8. Reduction, is a decrease in the number of positions. For positions other than the chief Building Administrator, a building administrative job realignment from full time to a less than full time administrative position shall not constitute a reduction. The factor determining the above will be that a less than full time administrator will receive the same salary as a full-time position.

ARTICLE III

SCOPE OF THE AGREEMENT

- A. The parties acknowledge that during the negotiations, which resulted in the 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 at which the parties arrived after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject 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.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties, and expresses all obligations of, and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or addition, only by a subsequent written Agreement between, and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all members. No religious or political activities in the personal life of a member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such member. The provisions of the Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.

- E. This Agreement supersedes and cancels all previous Agreements between the District and the Association which shall be contrary to or inconsistent with its terms. All individual Building Administrators' contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE IV

DISTRICT RIGHTS

- A. It is expressly agreed that all rights which are vested in and which have or could have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to be vested exclusively in and be exercised exclusively by the District during the term of this Agreement.
- B. The District agrees that consultation with the Building Administrators' Association will take place before any Central Office reorganization. No time limits, or specific procedures are a part of the Master Agreement for this process.

ARTICLE V

ASSOCIATION RELATIONSHIPS

- A. Subject to the provisions that Association business shall not interfere with the normal and routine operation of any District-authorized program in any building of the District and, further, that Association business shall not be conducted at District expense or on school time, provision is hereby made to authorize Association use of District facilities, equipment and services. The Association shall pay to the District all costs incurred incidental to such use.
- B. The Association shall be supplied, upon written request, with a copy of the current Annual School District Financial Report (Form B), reports or information prepared by the District for public distribution, together with information which may be necessary for the Association to process any grievance. It is agreed that the foregoing shall not be construed to require the District to compile information or statistics not already compiled. Original records of the foregoing are to be examined only at the office of the District. Further, the Association agrees that it shall pay the District for any expense involved in the preparation of information for the Association's use.
- C. The Superintendent, or his/her designee, and if he/she so desires, the Superintendent's Cabinet of the District shall meet with the executive committee of the Association, or their designee, upon the request of either party, to discuss matters of mutual concern relating to the administration and interpretation of this Agreement. The time, location, and subject matter of each meeting shall be by mutual agreement. These meetings shall not supplant any of the provisions in Article XI (Grievance Procedure) or other provisions and requirements of the parties as set forth elsewhere in this Agreement.
- D. The Association shall be granted fourteen (14) days per year for use by Building Administrators participating in Association activities. A charge will also be made against this leave bank whenever a substitute is hired because of negotiations.

ARTICLE VI

ADMINISTRATIVE EMPLOYMENT CONDITIONS

- A. The Association agrees that it or its members shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Michigan Public Act 336, as amended by Act No. 379, Public Acts of 1965, nor, shall the District engage in a lockout of Association members.
- B. 1. The District and the Association recognizes that the Association represents all of the employees in the bargaining unit fairly and equally whether or not any employee is a member of the Association. To this end Building Administrators within the bargaining unit shall annually, as a condition of employment as a Building Administrator, pay the Association membership dues or a service fee equal to the annual dues of the Association. Building Administrators are required to commit themselves to this obligation within sixty (60) days of their start of employment. Failure of any Building Administrator to comply with the provisions of this Article is cause for discharge from employment as a Building Administrator. Discharge will be carried out by the end of the school year that the commitment was to be made.
2. It is mutually agreed that the Building Administrators granted an unpaid leave-of-absence will not be subject to the obligations of these provisions during the time the leave is in effect. The service fee required to be paid under the provisions of this Article is the amount of dues uniformly required of members of the Association, but excluding initiation fees and other assessments.
3. The Association agrees to notify the District, in writing, of all members of the bargaining unit who have not fulfilled the provisions of this Article, and to furnish any other information needed by the District to fulfill these provisions. Notification shall be given to the District by the Association within ten (10) days of the end of the commitment period. Failure on the part of the Association to provide such a list within the specified time limit shall relieve the District of any responsibility regarding the releasing of Building Administrators for failure to comply with the provisions of the Article.

4. The Association agrees to indemnify and save the District, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of, action by the District for the purpose of complying with Paragraphs A and B of Article VI.
- C.
1. Upon receipt of the District and/or immediate supervisor of a written complaint against a Building Administrator, the District agrees that prior to any formal action other than suspension with pay against a Building Administrator he/she shall be given an opportunity, not to exceed ten (10) days, to provide the District with, either in person, and/or by confidential memorandum, any background information he/she may deem appropriate. The District agrees that the Building Administrator may appear personally before the Superintendent or his/her designated agent in providing such background information and may, at his/her discretion, have an Association representative present.
 2. The District and/or immediate supervisor agrees to inform the Building Administrator as soon as possible of any complaint, written or oral, lodged against said Building Administrator, including in the information the name or names of the complainant or complainants.
- D.
1. If any Building Administrator is complained against or sued as a result of the discharge of his/her duties as an employee of the District, the District shall render assistance including legal representation to the Building Administrator.
 2. It shall be the responsibility of the Building Administrator to bring any such complaints to the personal attention of the Assistant Superintendent for Instruction and Administration, or his/her designee on the Cabinet, in writing, within twenty-four (24) hours, if possible, upon notification of the complaint or suit.

ARTICLE VII

VACANCIES AND TRANSFERS

SECTION ONE

VACANCIES

- A. When school is in session, vacancies for administrative positions will be publicized including sending of such notice to each school and posting in the Administration Building. At times when school is not in session, a copy of such postings will be furnished the Association's membership by mailing to one (1) person designated, in writing by the Association, at his/her address of record.
- B. Vacancies, except those filled through transfers, will be filled only on a temporary basis unless such vacancy has been publicized for at least two (2) weeks. A person who is appointed to fill a B.A.A. vacancy on a temporary basis shall be designated as an "Acting Building Administrator" and shall be required to follow the same procedure as other applicants for the regular appointment. It is the intent of the District to fill a Building Administrator's position on an "acting" Building Administrator basis not to exceed the end of the current school year. Any person appointed to a temporary position within the B.A.A. will be designated as an "acting" Building Administrator.
- C. Any person applying for each specific vacancy shall indicate his/her interest in a letter to the Division of Personnel Administration, attaching an application form provided by the District, unless there is an application on file which is less than two (2) years old. The applicant is responsible for submitting all transcripts or records of credits earned to the date of application.
- D. Recommendations for appointment to administrative positions shall be as follows:
 - 1. Any administrative position to be filled, other than the Superintendent, the District shall establish a five-member committee, two of whom shall be Building Administrators' Association members.
 - 2. The committee shall screen and interview prospective candidates and make a recommendation to the Superintendent for each position. If the Superintendent rejects the recommendation, the committee shall recommend a second candidate.
- E. It is expressly understood and agreed that any matter involving vacancies which is not procedural in nature shall not be subject to the grievance procedure.

SECTION TWO

TRANSFERS

- A. Internal transfer is defined as a change in assignment bearing the same title and at the same organizational level, such as Elementary Principal to Elementary Principal, in a different building. A change to a different organizational level, such as Intermediate Principal to High School Principal, shall be considered an involuntary transfer, if required by the District and not obtained through the normal bidding process.
- B. Either the Building Administrator, or the District, may request an internal transfer to a general or specific assignment which begins the following school year. This request shall be in writing to the Division of Personnel Administration. All of the requests shall be destroyed on July 1 of each year. The District reserves the right to make internal transfers. When internal transfers are made, primary consideration shall be given to the requests that have been received. If the Building Administrator requests an internal transfer and the transfer is denied, at the option of the Building Administrator, if he/she requests, he/she will receive either written or oral reasons from the Superintendent or his/her designee.
- C. 1. An involuntary transfer is a change in assignment to a position at the same or different organizational level position that is required by the District but has not been requested by the employee. An involuntary transfer to a lower level position can only be made if the person has been evaluated Below Average, as determined by his/her most recent evaluation. If a person is involuntarily transferred to a lower position, that person will be paid at the rate prior to the transfer, until the rate of pay at the lower position catches up or passes his/her present rate of pay. An involuntary transfer within the same level, i.e., Elementary Principal at one building being transferred to another elementary building, can be made at the option of the District. An involuntary transfer to a higher level position will only be a temporary assignment, until the vacancy is bid and filled through the normal bidding process.
2. An involuntary transfer, except in unusual circumstances, will be made only after written notification at least sixty (60) days before the end of the contractual year preceding the contractual year in which the transfer is to be in effect. When an involuntary transfer is made, at the option of the Building Administrator if he/she requests, he/she will receive either written or oral reasons from the Superintendent or his/her designee.

- D. It is expressly understood and agreed that any matter involving transfers which is not procedural in nature shall not be subject to the grievance procedure.

ARTICLE VIII

INDIVIDUAL CONTRACTS, REDUCTION AND REORGANIZATION OF STAFF

SECTION ONE

INDIVIDUAL CONTRACTS

- A. The District shall offer each Building Administrator an individual two-year Continuing Building Administrative Contract renewable annually. The District and the Association further agree that the following situations will be exceptions to the two-year renewable Building Administrative Contract:
1. Reorganization (See Article VIII, Section Three)
 2. Probation - A Building Administrator is new to the District or a new Building Administrator from within the District. A Building Administrator shall initially be given a one-year Contract. If the District does not notify the Building Administrator of either termination of Contract or a corrective Conditional Contract at least sixty (60) days prior to the end of the present Contract, the Building Administrator shall be issued a two-year Continuing Administrative Contract renewable annually.
 3. Conditional Contract - A Building Administrator is placed in a corrective conditional status and will not have his/her two-year Continuing Administrative Contract renewed annually; further the District may provide one-year Contracts until such time as the District is satisfied that the conditional status period need not continue. However, should the Conditional Contract be continued past a one-year period, the Building Administrator affected may appeal the District's continuance according to Article X.
 4. Dismissal - The Building Administrator is being removed from his/her position under provisions of Article X.
 5. Financial Emergency - Position(s) eliminated because the District was financially unable to support it (them). (See Article VIII, Section Two).
 6. Reduction Based on Standards - Position(s) eliminated by application of the staffing standards set forth in this Agreement.

SECTION TWO

FINANCIAL EMERGENCY REDUCTION

- A. The Association recognizes the exclusive rights of the District to reduce its personnel and/or operations and the exclusive rights to determine the areas in which such reductions will be made. Any administrative reduction/reorganization will be made after consultation with the Building Administrators' Association. The District does agree, however, the following procedures shall prevail:
1. Every certified Building Administrator who has satisfactorily attained tenure as a teacher, under the Michigan Teacher's Tenure Act, in the Port Huron Area School District shall be reassigned to the Port Huron Education Association bargaining unit unless he/she is eligible for reassignment to another Building Administrator position as herein provided. Specific assignment shall be in accordance with the provisions of the Tenure Act.
 2. When the Board of Education has declared a Financial Emergency, the following shall prevail:
 - a. Establishing an emergency:
 - (1) The Superintendent, after consultation with the Association, shall recommend to the Board that a State of Emergency be declared. The Board decision to declare an emergency shall be for a specific school year. Continuation of an emergency shall be by renewed Board action. Any Building Administrator positions eliminated by financial emergency will be reinstated at least in proportion to other position reductions once the emergency has passed, to the extent the financial support is reinstated.
 3. All layoffs shall be by classification as defined by position title.
 4. "Acting" Building Administrator(s) shall be the first subject to layoff or reassignment providing, however, there is another Building Administrator certified and qualified to fill the position. In the event there are two (2) or more "acting" Building Administrators in the employ of the Board at the time of a Reduction of Staff, seniority shall prevail in accordance with Article VIII, Section Two, 5. (Building Administrator Staff Reduction Sheet)

5. If building administrative reductions are still necessary, the Board, upon recommendation of the Superintendent, will designate the number of Building Administrators to be laid off by classification. The layoff of Building

Administrators shall be subject to the following procedural factors in establishing order of subject layoff:

BUILDING ADMINISTRATOR STAFF REDUCTION SHEET

The rating system below is based on a total of 100 points:

Evaluation - 50%

A rating system of 5-1 (5 being high, 3 being the minimal acceptable standard, 2 or 1 being below the minimal acceptable standard) will be used for each of the categories on the Building Administrators' Association Evaluation Form. The criteria (explanation of items) on Attachment "A-1" shall be used as a guide in determining the rating (points) in a given category.

I.	Management	5 4 3 2 1 N
II.	Budget	5 4 3 2 1 N
III.	School District Policy	5 4 3 2 1 N
IV.	Community Relations	5 4 3 2 1 N
V.	Personnel	5 4 3 2 1 N
VI.	Student Relations	5 4 3 2 1 N
VII.	Curriculum	5 4 3 2 1 N
VIII.	Personal Qualification and Professional Growth	5 4 3 2 1 N
IX.	Utilization of Resources	5 4 3 2 1 N
X.	Overall Effectiveness	5 4 3 2 1 N

Prorate on basis of assistance as to where applicable. Example: if only 5 areas apply they are rated in 5, receiving 20 out of 25 possible or 80%. They get 80% of 50 possible, or 40 points.

TOTAL POINTS EVALUATION _____

Administrative years in the position in the District (30% weighting factor) (30 points possible).

Position	Years	Points
----------	-------	--------

Total years of experience in the District (10% weighting factor). Time served in the District as a teacher and/or administrator (10 points possible).

District	Years	Points
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Total years of experience in education (10% weighting factor). Time served in education as a teacher and/or administrator (10 points possible).

Education	Years	Points
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Total Points Seniority _____

Total Points (100 possible) _____

Summary:

- a. A total of 100 points is possible
- b. Last evaluation in the file prior to a reduction being declared using this form, unless the Administrator impacted by the lay-off request to be re-evaluated by his/her immediate supervisor and the Superintendent, or his/her designee. The person's score will be a mathematical average of the two. The decision to request a third evaluator (Superintendent or designee) must be made prior to the ranking being done.

EXAMPLE: BUILDING ADMINISTRATOR

	IMMEDIATE SUPERVISOR'S EVALUATION	SUPT. OR HIS/HER DESIGNEE'S EVALUATION	AVERAGE
I. MANAGEMENT OF PHYSICAL FACILITIES	4	5	4.5
II. BUDGET	3	5	4

III.	SCHOOL DISTRICT POLICY	4	2	3
IV.	COMMUNITY RELATIONS	4	4	4
V.	PERSONNEL	3	4	3.5
VI.	STUDENT RELATIONS	1	3	2
VII.	CURRICULUM	4	4	4
VIII.	PERSONAL QUALIFICATIONS	3	3	3
IX.	UTILIZATION OF RESOURCES	4	4	4
X.	OVERALL EFFECTIVENESS	4	3	3.5
		34	37	35.5

- c. Ranking of administrators is done by the appropriate executive director.
 - d. Individuals within the B.A.A. can find out their own ranking by contacting their immediate supervisor, or they can find out their ranking in regard to District by calling the Personnel Office.
 - e. The provisions for ranking B.A.A. members will be implemented if and when it becomes apparent that there is a good possibility that reduction may be necessary.
 - f. Any B.A.A. member that feels they have been ranked incorrectly may appeal that ranking to the Superintendent.
6. If two or more Building Administrators are tied in order of layoff, the Building Administrator with the highest academic degree and graduate semester hours earned after having completed the requirements for the highest academic degree will be retained.
7. Any Building Administrator reduced from an administrative position through reorganization or financial emergency may apply for and receive another building administrative position, other than the one from which he/she was reduced and for which he/she is qualified, has more total

building administrative seniority, and which he/she has successfully held in the past, as defined by the evaluation instrument. If more than one Building Administrator has been reduced priority will be given according to the staff reduction sheet.

8. A Building Administrator previously displaced due to reduction in staff shall be given consideration for another building administrator vacancy.
9. Recall shall be by classification and in inverse order of layoff.
10. The District shall provide sixty (60) days notice to each Building Administrator to be dismissed or laid off by reason of reduction of staff, except in those situations in which the Board of Education has declared an emergency situation exists.

SECTION THREE

ADMINISTRATION REORGANIZATION

- A. The District and the Association agree that under certain conditions it may become necessary to reorganize the building administrative structure of the District. These conditions may include, but shall not be limited to, the following:
 1. Change of student population resulting from shifting of programs or declining enrollment
 2. Consolidation of Schools
 3. Financial emergency of the District
- B. Any permanent reorganization of the building administrative structure shall occur only after consultation with the Building Administrators' Association and the District, which shall begin with an initial meeting. The initial meeting shall be for the purpose of expressing the need to reorganize and explore the alternatives for implementation of the reorganization. A second meeting must occur within twenty-one (21) calendar days following the initial meeting. The purpose of the second meeting is to allow the Association to explain its position and make recommendations both on the need to reorganize and the means for implementation of the reorganization. No final reorganization will be implemented until thirty (30) calendar days following the initial meeting.
- C. Temporary reductions in building administrative staff positions due to a financial emergency will not become a part of a building administrative reorganization unless the provisions of Paragraph B above are followed.

- D. Any Building Administrator reduced from an administrative position through reorganization may apply for and receive another building administrative position, other than the one from which he/she was reduced and for which he/she is qualified, has more total building administrative seniority (per Section Two., A. 5.) and which he/she has successfully held in the past, as defined by being rated satisfactory on the most recent evaluation in that level position, or not being on a Conditional Contract at the time of reduction.

The above section applies to a reduction caused by a reorganization.

ARTICLE IX

STAFF SELECTION/ASSIGNMENT/EVALUATION

- A. The District agrees that each chief Building Administrator, or designee if available, shall have the opportunity to interview and make a recommendation to the District concerning all personnel, non-administrative, certified and non-certified, who are being considered for assignment to his/her building. Administrative staff selection shall be in accordance with Article VII of this Agreement. The Association shall provide the District, upon request, in writing, with the name of a single designee.
- B. Subject to review and final determination by the Superintendent or his/her designee, each chief Building Administrator shall have the right to make a determination regarding each staff member's assignment.
- C. Should the District assign personnel, certified or non-certified, to a building without or against the chief Building Administrator's recommendation, the Superintendent or his/her designee shall state, in writing, if requested, the reason or reasons for the assignment. This paragraph shall not be subject to the grievance procedure.
- D. The chief Building Administrator or his/her designee shall supervise and evaluate each staff member assigned to his/her building. It is recognized, however, that there are certain employee classifications which require additional supervision outside the normal expertise of the Building Administrator. Those classifications are to be supervised and evaluated as follows:
1. Custodians:

Immediate supervisor is the Building Administrator. The appropriate operational director may be a second evaluator, if the District so desires, or if the Building Administrator requests it.

The Operations Manager, or his/her designee, shall have the authority to shift custodial staff temporarily at any time to meet District needs and shall be the immediate supervisor in the absence of a Building Administrator.

2. Itinerants:

Immediate supervisor is the appropriate Instructional Director. The Building Administrator may be a second evaluator.

3. Food Service Personnel:

Immediate supervisor is the Building Administrator. The appropriate operational director may be a second evaluator, if the District so desires, or if the Building Administrator requests it.

The Operations Manager, or his/her designee, shall have the authority to shift food service staff temporarily at any time to meet District needs and shall be the immediate supervisor in the absence of a Building Administrator.

4. Media Aides:

Immediate supervisor is the Building Administrator. The appropriate operational director may be a second evaluator, if the District so desires, or if the Building Administrator requires it.

5. Maintenance Personnel, Bus Drivers, Mail, Food Service, and Warehouse Drivers:

The immediate supervisor for the above named classifications will be the appropriate Director or his/her designee. Building Administrators have the opportunity to write comments about the above named classification which will be included in sections provided in the evaluation form done by the appropriate Director.

6. Service Personnel:

The immediate supervisor is the Building Administrator when the Service Personnel is assigned to the his/her building. The appropriate Director may be a second evaluator, if the District so desires, or if the Building Administrator requests it.

7. Reserve Teachers/Permanent Subs:

The immediate supervisor is the Building Administrator in which building the Reserve Teacher or Permanent Sub is assigned.

ARTICLE X

ADMINISTRATIVE STATUS/DISCIPLINE AND DISCHARGE/REVIEW PROCESS

BUILDING ADMINISTRATIVE STATUS

A Continuing Status

A Building Administrator is deemed to be on continuing status unless that status is changed as set forth below. Continuing status shall mean the administrator is remaining in his or her current position and at their current rate of pay. Each Building Administrator's contract shall be deemed to have been renewed for an additional year unless the administrator is given notice of nonrenewal in accordance with the Michigan School Code:

#1229 Non-superintendent administrators, "who do not assume tenure in that position," may be employed under contract not to exceed 3-year term. Minimum 60-day notice (prior to contract expiration date) required for nonrenewal of contract.

Nonrenewal may only be for non-arbitrary or non-capricious reason(s). 30 days' advance notice of consideration of nonrenewal, written statement of reason(s) and opportunity to meet with Board of Education required for nonrenewal of non-superintendent administrator's contract.

No Building Administrator shall acquire tenure in any administrative position and such tenure in position is specifically excluded and waived. Further, each Building Administrator shall sign an individual employment contract, subject to the terms of this agreement, which contracts shall exclude tenure in any administrative position. The recommendation of the administration and/or the decision of the Board of Education to nonrenew a Building Administrator's contract shall not be subject to the grievance procedure except for alleged errors which are strictly procedural in nature.

B. Conditional Status

1. A Building Administrator may be placed on a Conditional Contract for a one year period when the District determines that the Building Administrator is performing at a less than acceptable level in the manner in which the administrator is performing their duties. The decision to place a Building Administrator on a conditional contract

may be based upon the most recent evaluation of the Building Administrator or on other performance related actions of the Building Administrator as determined by his/her supervisor and approved by the Superintendent. Notice of conditional status shall be done within the time lines for nonrenewal under the School Code and shall reduce the Building Administrator's contract to a one year contract. The decision to place a Building Administrator on a conditional contract shall be within the sole discretion of the Superintendent and shall not be subject to the grievance procedure except for alleged errors which are strictly procedural in nature.

2. The Superintendent, in his discretion, may place a Building Administrator on a second one year conditional contract the notice of which shall be given in accordance with the nonrenewal provisions of the School Code.

C. Reassignment, Discipline, or Discharge

1. Reassignment

The assignment of Building Administrators shall be within the discretion of the Superintendent. Provided, if the Superintendent reassigns the Building Administrator to a lower administrative position the Building Administrator shall be entitled to receive the same salary and benefits as he/she would have received in the position to which the Building Administrator was originally assigned for the balance of the Building Administrator's contract or until the Building Administrator is returned to their original position whichever occurs first. An involuntary transfer to a lower level position can only be made if the person has been evaluated below average, as determined by his/her most recent evaluation.

2. Discipline

All Building Administrators have the right to pursue disciplinary actions other than discharge through the Grievance Procedure as outlined in Article XI.

3. Discharge

The decision to recommend discharge of a Building Administrator shall be for just cause as it relates to the balance of his/her contract. Thus, if a Building Administrator is discharged from his/her position, he/she shall be entitled to a full hearing before the Superintendent which shall be an appeal of the decision of the immediate supervisor for the Building Administrator. If the Building Administrator disagrees with the decision of the Superintendent, he/she shall have the right to proceed to

arbitration to determine if there is just cause for the decision. The sole remedy the arbitrator may award if he/she determines there was not just cause for the decision is the amount of pay the Building Administrator would have earned as a Building Administrator for the balance of his/her contract less the amount of pay the Building Administrator would have earned if he/she exercised his/her tenure rights and assumed a position as a teacher. Any award by an arbitrator which grants relief greater than that set forth in this paragraph shall be void and unenforceable as being beyond the scope of the arbitrator's authority. If the arbitrator rules in favor of the employee and at the conclusion of their contract they are not renewed for whatever reason, then the non-renewal section of Continuing Status-Section I. A. goes into effect.

Michigan School Code #1229 Non-superintendent administrators, "who do not assume tenure in that position," may be employed under contract not to exceed 3-year term. Minimum 60-day notice (prior to contract expiration date) required for nonrenewal of contract.

Nonrenewal may only be for non-arbitrary or non-capricious reason(s). 30 days' advance notice of consideration of nonrenewal, written statement of reason(s) and opportunity to meet with Board of Education required for nonrenewal of non-superintendent administrator's contract.

D. Status As Building Administrator/Teacher

A Building Administrator falling within the statutory definition of teacher appearing in the Michigan Teacher's Tenure Act continues to be a subject to the provisions of that statute without change and the individual Contracts with such Building Administrators are to be made subject to the provisions of that statute. Therefore, any such individual Contract shall provide for Continuing Tenure as an active classroom teacher only and excludes tenure in the capacity of a Building Administrator.

1. The parties recognize that situations may arise in which facts concerning possible removal of the Building Administrator from his/her Administrative position also raise questions concerning the continued employment of the Building Administrator by the district in a teaching capacity. Where such Building Administrator has Continuing Tenure as an active classroom teacher, the general procedures of this Article X for removal from his/her Building Administrative position shall not apply and the special procedure for such situations are set forth under this Section.
2. In accordance with the foregoing cases involving discharge of a Building Administrator which involve the Continuing Tenure of such Building Administrator's rights as an active classroom teacher as well as his/her

rights to his/her Building Administrative position shall be initiated by the filing of charges pursuant to the Michigan Teachers' Tenure Act. Upon the filing of such charges, the Board of Education shall thereupon reach a decision to proceed or not to proceed upon such charges. If the Board decides to proceed thereon, all proceedings shall be in accordance with that statute. If the Board shall decide not to proceed upon such charges as a Tenure type proceeding, the Board may either discontinue any further proceedings or refer such matter back to the Administration for handling pursuant to the process set forth in this Article for discipline or discharge of a Building Administrator.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. It is expressly recognized by both parties that individual Building Administrators perform their duties and responsibilities as described and set forth within this Agreement as a representative of Management.
- B. The District and the individual Building Administrators will make every effort to apply the provisions of this Agreement in keeping with this recognition.
- C. It is the declared objective of both parties to encourage the prompt and informal resolution of differences arising from the application of this Agreement. In instances where such differences cannot be resolved informally, the grievance procedure as set forth herein shall be followed.

SECTION ONE

DEFINITION

- A. A grievance shall mean a complaint by a Building Administrator, group of Building Administrators, or the Association in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- B. The term "days" as used herein shall mean days as defined in Article II., Item 6.
- C. The grievance procedure shall not be deemed to apply to any proceeding pursuant to the Michigan Teacher's Tenure Act.

SECTION TWO

GRIEVANCE SUBMISSION

- A. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall give a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the Section or Subsections of this Agreement alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.

- B. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not exceed the time limitations hereinafter set forth.
- C. The following are not subject to review through the grievance procedure except for procedural errors:
 - 1. Article VII., Section One, Paragraph E.
 - 2. Article VII., Section Two, Paragraph D.
 - 3. Article VIII., Section Two
 - 4. Article IX., C.
 - 5. Article X., Section One, B. 1., B. 2., C.3.

SECTION THREE

PROCEDURE

A. REPRESENTATION:

A Building Administrator shall have the right to have an Association Representative present at all levels of the grievance procedure.

B. LEVELS:

1. Level One:

A Building Administrator with a grievance shall within ten (10) days of its alleged occurrence orally discuss and attempt to reach an informal settlement with his/her immediate supervisor. If no resolution is obtained within three (3) days of the discussion, the Building Administrator shall reduce the grievance to writing in accordance with the procedure outlined in Section Two above (Grievance Submission) and proceed within five (5) days of said discussion to file such written grievance with his immediate supervisor.

2. Level Two:

Within five (5) days of receipt of the written grievance, the immediate supervisor shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the Building Administrator and the Association within five (5) days following such conference.

3. Level Three:

If the aggrieved Building Administrator desires to pursue his/her complaint further, he/she must appeal, in writing, to the Superintendent, or his/her designee, within five (5) days after receiving a copy of the decision rendered under Level Two of this procedure. The Superintendent, or his/her designee, shall schedule a conference to attempt to resolve the complaint within five (5) days after the appeal is received. A written decision on the matter shall be given to the Building Administrator and the Association within five (5) days following the conference.

4. Level Four:

If the grievant and/or the Association file a written notice within ten (10) school days that the Superintendent's determination at Level Three is not acceptable, and if such grievance is arbitrable as herein provided, the Association may then submit such grievance to grievance arbitration.

Arbitration Proceedings:

a. Demand for arbitration

- (1) The Association may appeal arbitrable grievances to grievance Arbitration under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) school days following the receipt of the District's determination at Level Four.
- (2) Such demand for Arbitration shall be made by written submission defining the issues to be arbitrated. The District shall then have ten (10) school days within which to reply to such submission by filing same with the American Arbitration Association.

b. Powers of the Arbitrator

- (1) The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of the specific Article(s) and Section(s) of this Agreement:
 - (a) The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) The Arbitrator shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change, any staffing requirements set forth in this Agreement.
 - (c) The Arbitrator shall have no power to rule on any of the following:
 - (i) Any claim or complaint filed under the procedures specified in the Michigan Teacher's Tenure Act, 1937, PA 4, as amended.
 - (ii) Article VII., Section One, Paragraph E.
 - (iii) Article VII., Section Two, Paragraph D.
 - (iv) Article IX., Paragraph C
 - (v) Article X., Paragraph A
 - (vi) Article X., Paragraph B
 - (d) The Arbitrator's powers shall be limited to deciding whether the District has violated the specific Article(s) or Section(s) of this Agreement. It is agreed (except as to the provisions set forth in this Agreement) that he/she shall have no power to change any practice, policy or rule of the District through substituting his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District.

- (e) The Arbitrator shall have power to make monetary awards, but not to award monetary damages.
- (f) In rendering decisions the Arbitrator shall give full recognition to the responsibilities of the Board as indicated in Article IV., Paragraph A, which establishes the District's rights, powers, and authority as that exercised or had by it prior to the date of this Agreement, except as specifically limited by express provisions of this Agreement. His/her decision shall be consistent with the rights reserved to the District by this provision.
- (g) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the Arbitrator shall first rule on the question of arbitrability or procedure. Should he/she determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.

- (2) Although the Arbitrator may cite case law in making his/her award, he/she shall have no power to interpret State and/or Federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- (3) The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.
- (4) There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth herein, and it shall be final and binding on the Association, the Building Administrator or Building Administrators involved and the District.

c. Applicability and Duration:

- (1) Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made

hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

- d. Fees and Expenses:
 - (1) The Arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
 - (2) All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
 - (3) Paid leave time shall be provided any Building Administrator of the District who is called to testify at an arbitration hearing with no deductions from leave bank.
- 7. Grievances concerning the following shall not proceed past Level Three of the grievance procedure:
 - a. Individual grievances not appealed by the Association
 - b. Grievances initiated by a Building Administrator or a group of Building Administrators may not be taken to arbitration without his/her (their) written consent.
 - c. Any matter involving Building Administrator evaluation which is not procedural in nature.
- 8. Retroactivity:
 - a. No grievance or claim initiated by either an Association member or the Association prior to the ratification of this Agreement shall proceed beyond Level Three of this grievance procedure.
 - b. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than

one (1) year prior to date of discovery of the fiscal year in which the claim was discovered, whichever is earlier.

- c. No decision in any one case shall require a retroactive adjustment in any other case.
- d. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustment.

ARTICLE XII

LEAVES OF ABSENCE

SECTION ONE

- A. 1. A personal hardship leave-of-absence without pay may be granted for up to one (1) year to any Building Administrator who has been in the continuous employ of the Port Huron Area School District and has been rated satisfactory as an Administrator for two (2) consecutive years and would have been offered a renewal of the continuing status Contract for the year in which the leave would be in effect. Detailed information shall be supplied in writing to the Superintendent, or his/her designee, within the thirty (30) days prior to the requested starting date. The District agrees to waive the time limits of the Notice requirement in those situations where it can be demonstrated that an emergency situation exists. No payment of benefits nor salary will be allowed.
2. If a Building Administrator returning from a personal hardship leave gives the District written notification of his/her intent to return at the start of the following school year, he/she will be given his/her original assignment. The written notification must be received by the Personnel Office by April 1, of the year in which the leave was granted.
3. A Building Administrator returning from a personal hardship leave that has failed to give written notification by April 1 will be given an assignment, if available, comparable to that held before going on leave.
4. Exception to "2" and "3" above would be a staff reduction. If a reduction were to occur, the administrator returning from a leave would be placed according to "2" and "3" above, unless he/she was displaced or laid-off according to the provisions in Article VIII.
- B. A Building Administrator called during the school year for National Guard, Reserve, or Active Duty necessary to the National Security as shown by proper authority, shall cooperate fully with the District on requesting excuse or deferment until after the end of the contractual year. If this is not accomplished, the Building Administrator shall be granted up to thirty (30) days for this purpose. Such special leave shall not be deducted from either sick leave or personal business leave. All other benefits covered by this Agreement shall continue in force during this period. The Building Administrator shall not suffer any deductions and will give to the District's Accounting Office pay received for National Guard, Reserve, or Active Duty during the leave period.

- C. Reasonable time may be granted by the District to individual Building Administrators who have received invitation to serve in leadership capacities at professional conferences and/or professional meetings. No salary deductions nor leave time deductions will be made and no expenses will be paid by the District in such instances. Conference attendance requests must be submitted within one (1) week of the desired date of absence on a PH-43 to his/her immediate supervisor and then to the Director of Personnel for final disposition.
- D. It is recognized that there are occasions when Building Administrators have personal obligations which must be taken care of during normal business hours. Building Administrators should feel free to request an occasional half (1/2) day, or days, (up to two) for such matters as necessary. Requests for such absences shall be forwarded on a PH43 through the Building Administrator's immediate supervisor for consideration by the Assistant Superintendent of Instruction and Administration and shall be reported on the time sheets sent to the Payroll Department using the code as designated by Central Office. No leave bank deductions will be made. (Under unusual circumstances the two (2) day limit may be extended.)
- E. 1. A leave-of-absence for advanced study, educational travel, or any District approved plan that would enhance the Building Administrator's effectiveness may be granted for one (1) year to a Building Administrator who has been in continuous employment as an Administrator for two (2) years and has been rated satisfactory and would have been offered a renewal of the continuing status Contract for the year in which the leave would be in effect. No payment of salary or benefits will be allowed. The Building Administrator must submit his/her request in writing to the Personnel Office no later than March 1 of the school year preceding the year in which the leave would be taken.
2. If a Building Administrator returning from a leave of absence taken under E., 1., above, gives the District written notification of his/her intent to return at the start of the following school year, he/she will be given his/her original assignment. The written notification must be received by the Personnel Office by April 1 of the year in which the leave was granted.
3. A Building Administrator returning from a leave taken under E., 1., above, who has failed to give written notification by April 1, or who has been granted an extension of his/her leave will be given an assignment, if available, comparable to that held before going on leave.
4. Exceptions to E., 2. and E., 3. above, would be a staff reduction. If a reduction were to occur, the administrator returning from a leave would

be placed according to E., 2. and E., 3. above, unless he/she was displaced or laid off according to the provisions in Article VIII.

- F. 1. A sabbatical leave for advanced study with half-pay and half-benefits may be provided for up to two (2) Building Administrators each school year. The duration of the leave will be for one (1) school year. In order to qualify, a Building Administrator must have had two (2) satisfactory years of consecutive employment with the District immediately preceding the year of the leave, and would have been offered a renewal of his/her continuing status Contract for the year in which the leave would be in effect. In order to be considered for such a leave, the following provisions must be followed.
- a. The request must be in writing, and addressed to the Director for Personnel.
 - b. The request must be submitted no later than March 1 of the school year preceding the school year in which the leave would take place.
 - c. The request must be accompanied by:
 - (1) A Plan of Study
 - (2) Evidence of Acceptance at an Accredited College or University
2. The District will retain the right of selection
3. a. If a Building Administrator on sabbatical leave gives written notification to the District of his/her intent to return at the beginning of the next school year, he/she will be given his/her original assignment. The written notification must be received by the Personnel Office by April 1 of the year in which the leave was granted.
- b. Any Building Administrator returning from a sabbatical leave that has failed to give written notification by April 1 will be given an assignment, if available, comparable to that held before going on the sabbatical leave.
- c. Exceptions to "a" and "b" above would be a staff reduction. If a reduction were to occur, the administrator returning from a leave would be placed according to "a" and "b" above, unless they were

displaced or laid off according to the provisions in Article VIII.

- G. All military leaves-of-absence and reinstatements from such leaves shall be processed in accordance with the provisions of Federal law. The District shall not pay salary or benefits during the period of the leave.
- H. 1. A request for a maternity leave must be filed with the Director of Personnel by the end of the fourth (4th) month of pregnancy. A doctor's statement, verifying the pregnancy and indicating the estimated date of delivery, must accompany the request. A tentative date for relief from duty should be agreed to by the Building Administrator, the doctor, and the District. It is also recognized that health factors could change, causing a revision of the relief date. A doctor's statement may be requested to support the change in health.
2. A Building Administrator who chooses to return during a period of sixty (60) days following the birth of the child may be assured of protection of their original position. If the Building Administrator wished to remain on leave for the remainder of the year, upon return will be placed in a comparable position for which the administrator is certified and qualified if such a position is available. The Building Administrator must indicate in writing the date of intended return to the District, and the request must be supported by a physician's statement indicating the Building Administrator is physically capable of returning to assigned duties.
3. A Building Administrator may request a renewal of the leave for a school year. Upon returning from such a renewed leave, placement in a Building Administrative position is contingent upon the availability of a Building Administrative position for which the Building Administrator is certified and qualified.
4. The District shall not pay salary or benefits during such leave or an extension or renewal of leave, except a Building Administrator unable to return to work because of a medical disability resulting from childbirth, or the complications thereof, shall be entitled to a Personal Illness leave to the extent permitted by this Agreement. The District may request medical verification of the disability.
- a. Prior to the birth of a child, if an administrator is off for illness, the District will pay salary and benefits under terms of the sick leave provisions of this Agreement. (Article XII., Paragraph K.)
- b. Starting with the birth of a child for the length of time the doctor states there is a disability, the District will pay salary and benefits

as long as there is sick leave available under terms of the Agreement. (Article XII., Paragraph K.)

- I. Any Building Administrator called for jury duty will cooperate fully with the District in requesting excuse or deferment until after the end of the contractual year. If excuse or deferment is denied and the building Administrator is required to serve during the school year, the Building Administrator shall not suffer any deductions and will give to the District's Accounting Office pay received for jury duty. Such jury leave shall not be deducted from either sick leave or personal business leave. All other benefits covered by this Agreement shall continue in force during this period.
- J. For any Building Administrator who has been publicly elected or appointed to hold a publicly elected position, no more than six (6) days per school year will be allowed for this service. If compensation is paid for such Board service, the amount of such daily compensation shall be deducted from the Building Administrator's pay, but in that event leave time shall be deducted in proportion to the daily amount paid by the District. Prior to seeking a public office or accepting appointment, the Building Administrator must assure the District that this position will not infringe upon that Building Administrator's responsibilities as Building Administrator. A Building Administrator being placed on conditional status may not apply for these leave days during the year of that status.
- K. 1. Leave time accumulates at one and one-half (1 1/2) days per month for employees who become BAA members after December 17, 1990, with accumulation of up to 235 duty days; sick leave accumulation will be carried into the administrative assignment.

All other Building Administrators will be granted a leave bank equal in number to the number of duty days in their duty year. Deductions will be made in one-half (1/2) day amounts for one-half or portion thereof, when a Building Administrator is absent. If a Building Administrator becomes ill or disabled for an extended period of time during the year, leave days will be deducted for each day absent. If the illness or disability carries over into the next school year, the Building Administrator may continue to use the remaining portion of the preceding year's leave days. No new leave days will be available until the Building Administrator has been on duty for twenty (20) days, uninterrupted by more than three (3) days of totally unrelated absences. At the conclusion of that period, the Building Administrator will receive leave days equal to the number of duty days left in his/her work year. Leave days may be used for the reasons and within the parameters listed below:

a. Illness

- (1) Building Administrator's leave bank
- (2) Serious illness in the Building Administrator's immediate family, up to five (5) days (serious illness as defined as: associated with acute illness with questionable prognosis; vital signs may be unstable and/or not normal limits; patient has chance of improved prognosis)

b. Death

- (1) Immediate family, as defined below, up to five (5) days
- (2) Non-immediate family - up to three (3) days
- (3) Close personal friend - one (1) day

c. Routine Medical Attention

- (1) Where necessary dental or medical attention including examination, cannot be scheduled outside of school time

d. Illness in the immediate family* - one (1) day. Limited to making arrangements for caring for the ill member of the family

* The immediate family is defined as mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law. All requests for leave should be made on a PH-43 and presented to the immediate supervisor three (3) days prior to the date of leave. This time line will be waived in an emergency.

2. Illness or disability as the result of causes totally unrelated to the original illness or disability shall not require the qualifying period as described in K.1. paragraph 2. The District reserves the right to determine the relationship, if any, of the original illness or disability to the new illness or disability.
3. Prior to a Building Administrator returning from sick leave, the District may require a doctor's statement indicating the ability of the Building Administrator to assume assigned tasks. The District may request that the Building Administrator receive a medical or mental examination which shall be at District expense and by a medical doctor selected by the District. If there is disagreement between the Building

Administrator's own doctor's statement and the District doctor's statement the Association and the District agree that the Building Administrator shall use the services of either Ford Hospital, Detroit, Michigan, or the University of Michigan Hospital, Ann Arbor, Michigan, for an independent examination at District expense which shall be accepted by both the Building Administrator and the District.

4. Building Administrators being assigned to a teacher Association position shall be given credit for accumulated sick leave based on that which was formerly earned as a teacher in the District. Further, the Building Administrator shall be given credit for time served as an Administrator at the rate of one and one-half (1.5) sick days per contractual month he/she was employed by the District as an Administrator. Total sick leave accumulation for which the Building Administrator is given credit shall not exceed that maximum established by the teacher agreement then in full force and effect. It is further agreed that the District shall deduct those sick days used by the Building Administrator during the period of his/her service with the District from the accumulation allowance herein above described. The District shall provide each Building Administrator with a status report concerning the leave herein described in this paragraph. Such a report will be provided by September 15 of each school year.

SECTION TWO

RETURN FROM LEAVE OF ABSENCE

- A. A Building Administrator returning from any of the below listed leaves will be placed according to the language in Article XII., Section One., A., Section One. E., Section One. F., Section One. G., and Section One. H.:

- Personal Hardship Leave
- Education or Educational Travel Leave
- Sabbatical Leave
- Military Leave
- Maternity Leave

- B. The Building Administrator must inform the District by April 1 of the year in which the leave is taken, of his/her plans for the coming school year. The District may waive the April 1 deadline due to extenuating circumstances. Such information must include a statement as to whether he/she wishes to return to duty, requests a one-year renewal (if the leave provides such an

opportunity), or that he/she is submitting his/her resignation.

- C. Return from a leave-of-absence for extended illness must include a doctor's statement indicating the Building Administrator is capable of fulfilling assigned duties.
- D. Return from a renewal of these leaves will be given priority over any new hire, if a Building Administrator position is available for which the Building Administrator is certified and qualified. All returns from all other leaves shall be in accordance with the provisions of that particular leave.

ARTICLE XIII

HIGH SCHOOL CURRICULUM DIRECTOR

- A. The Curriculum Directors will be home based at a High School for purposes of routine duties. They will be expected to fulfill Building responsibilities four (4) days per week and District responsibilities one (1) day per week, however, they will carry out District responsibilities as needed.
- B. Any decision to add to or subtract from the number and title of discipline areas supervised by a Curriculum Director will be mutually agreed by the Assistant Superintendent for Instruction and Administration and the Building Principal involved.

ARTICLE XIV

BUILDING ADMINISTRATIVE EVALUATION

- A 1. The purpose of evaluation is to measure performance in terms of an established criteria. The use of established criteria in the measure of performance of Building Administrators in the Port Huron Area School District will tend to reduce variance between evaluators while assuring the major aspects of the job are reviewed. Strengths shall be emphasized and specific suggestions for improvement shall be provided. Evaluation shall be fair and present opportunity for dialogue between the evaluator and the person being evaluated.
2. a. Every new Building Administrator in the Port Huron Area School District shall be evaluated officially two (2) times during their first year. Upon successful completion of the first year, they will then be placed on a three (3) year evaluation cycle to be officially evaluated at least once during that three (3) year period.
- b. By September 1 of each school year, the Building Principal's immediate supervisor will receive from each chief Building Administrator a statement specifying who is the immediate supervisor of Assistant Principals, High School Curriculum Directors, Assistant Program Directors, and Elementary Supervisors, for the purpose of evaluation.
3. All official evaluations of Building Administrators shall be in writing, using the agreed upon form (see Attachment A). This form may be changed if mutually agreed upon by both the District and the Association. Three (3) copies of the evaluation shall be prepared - one (1) for the evaluator, one (1) for the person being evaluated, and one (1) for his/her personal record. All evaluations shall be signed by the evaluator and the evaluatee. The signature of the evaluatee shall mean only that the evaluation has been shown to him/her and discussed with him/her and shall not mean that he/she agrees with it. There will be a place on the form for the evaluatee's comments. All comments by the evaluatee must be provided in writing and made a part of the evaluation form within ten (10) days of receipt of the evaluation.

4. a. Self-evaluation shall be part of all official evaluations. Each person being evaluated shall evaluate himself/herself using the agreed upon evaluation form. The self-evaluation is for the purpose of having the evaluatee do a critical analysis of his/her strengths and weaknesses, but shall not be placed in his/her personnel file.
 - b. The self-evaluation may be presented and discussed at the same time that the evaluator presents and discusses his/her evaluation of the Building Administrator.
 5. A conference shall be a part of all official evaluations. More than one conference may be held, but the final conference shall be held in the supervisor's office at the Administration Building.
 6. Unofficial self-initiated evaluation are encouraged as part of the total evaluation process. These evaluations are primarily for the purpose of helping the individual improve and shall not become a part of the official evaluation.
- B. All immediate supervisors are expected to discuss problems and strengths with those Building Administrators who report to them at the time events happen. However, these discussions are for the purpose of reacting to the immediate situation and are not to be filed in the personnel file unless also included as part of the official evaluation.
- C. Copies of all official evaluations are to be sent to the Superintendent's office prior to being placed in the individual's personnel file. The Superintendent's office will be responsible for seeing that evaluations are forwarded to Personnel for filing.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. The Personnel Office shall maintain a personnel file for each Building Administrator. Any written evaluation, reprimand or disciplinary action shall be filed, provided, however, that commencing on the effective date of this Agreement, each Building Administrator be given the opportunity to read, attach a statement, and sign all such material that shall subsequently be filed. Credentials from universities, recommendations, personal references, and items of officially recognized confidentiality are specifically exempted from review by the Building Administrator and shall be removed from the file at the time of examination of the file by the Building Administrator. A Building Administrator's immediate supervisor, Building Administrators in a line position above a Building Administrator, members of the District's Cabinet, and the District's legal counsel shall have access to a Building Administrator's file. The Building Administrator may authorize, in writing, other parties to examine his/her file, excluding the material restricted above.
- B. 1. The District shall reimburse each Building Administrator an amount not to exceed \$50.00 toward a physical examination once every two (2) years. Should the cost of such physical be less than \$50.00 or the deductible provision of the District's medical plan require a payment of less than \$50.00 by the individual, then the District shall pay that lesser amount.
2. The District reserves the right to require a physical or mental examination by a medical doctor for any Building Administrator. Such examination shall be at District expense and by a medical doctor of the District's selection. The Building Administrator shall have the right to submit a physical or medical examination by a medical doctor obtained at his/her own expense. If the recommendation which results from the District examination is different than that of the examination obtained by the Building Administrator, the District may require a third additional independent examination. This examination will be conducted at the Ford Hospital, Detroit, Michigan, or at the University of Michigan Hospital, Ann Arbor, Michigan, and will be at District expense.
- C. Building Administrators shall have the option of being paid at a bi-weekly rate obtained by dividing their annual pay by the number of pay dates in that year. Those choosing this plan will receive their checks on a continuing basis through the summer. Building Administrators will be expected to indicate, in

writing, on Form 61, which plan they desire. Their selection is to remain in effect for the entire contract year. Building Administrators wishing to change their selection for the next school year must complete Form 61 at least thirty (30) days prior to the first duty day of the new school year. Those Building Administrators not choosing the above stated option will be paid on a bi-weekly rate for the length of their work year.

- D.
 - 1. Building Administrators will be on duty during weather, emergency, or disaster situations which have caused the cancellation of classes, unless they notify their immediate supervisor that conditions are such that they are not able to either arrive on duty or continue to be on duty for that particular day, or the District chooses to not count the day as a required duty day. The decision to count, or not to count, the day as a duty day will be based on the District's need to make up the day to comply with the State's requirement on making up days. If the day is considered a non-duty day, it will not be counted as part of the required number of duty days specified in Article XVI.
 - 2. The Building Administrator will be covered by all insurance policies in effect with the District, and will be provided towing services, if he/she becomes stuck after leaving his/her home and until returning to his/her home from duty.
- E. The work year for the Secretary I in each elementary building will coincide with that of the Elementary Principal and the Director of Port Huron South. The Principal and/or Director will ask the secretary individually to report to work early.
- F. The High School Assistant Principal responsible for athletics will receive an additional stipend of \$5,148 for the 1995-96 school year. For ensuing years the stipend will be increased by the same percentage rate as applied to the base.

ARTICLE XVI

INSURANCE

- A. Pursuant to the authority as set forth in the Michigan Public School Code, as amended by Public Act 27, 1969, the District agrees to provide the following insurance protection:
1. Upon receipt of a signed application by the District's Personnel Office, the District agrees to provide each employee with health care protection subject to those conditions as set forth through paragraphs a - g of this Article.
 - a. Health care protection shall be offered through the two (2) carriers to be selected by the District. The employee shall be permitted to select health care protection through one (1) of the two (2) carriers the District selects.
 - b. It is agreed that one health care plan offered through the District shall be comparable to the Basic Blue Cross MVF II Program, including Drug Prescription Rider and Master Medical Rider, and the other plan offered shall be comparable to Super Care I for a single person, two (2) person, or full family for the qualified head of household as outlined in Attachment C.
 - c. The monthly premium contribution by the District toward the above described health care protection shall be limited to the monthly premium cost of either the basic Blue Cross MVF II program, including Drug Prescription Rider and Master Medical Rider or its equivalent or MESSA Super Care I or its equivalent for a single person, two (2) person or full family for the qualified head of household. This coverage does not include Sponsored Dependents.
 - d. The District agrees to pay premiums necessary to provide dental coverage to Building Administrators as follows:
 - (1) Class I Benefits: (Plan pays 75%) which includes basic dental services, examination, radiographs, patient consultations, preventive treatment, fillings, crowns, jackets, oral surgery (primarily extractions, endodontic and periodontic services).

- (2) Class II Benefits: (Plan pays 50%) which includes prosthodontics services - bridges, partial and complete dentures.
 - g. The District agrees to pay the monthly premiums to provide MESSA - VSP-A Vision insurance, or a comparable Vision Plan.
 - h. Every employee in the Association is eligible for the above mentioned protection provided that the employee is not covered by other group medical coverage through employer of spouse. The purpose of this is to provide maximum benefit for the total membership and to avoid unnecessary duplication of coverage.
 - i. For all health coverage, the District agrees that if this coverage is changed with any other professional employee group within the School District that those provisions will herein apply at the time they go in effect with the District.
- 2. Life Insurance - The District shall provide each employee with Group Life Insurance, equal to two and one-half (2.5) times their yearly salary, plus an equal amount in accidental death and disability benefits. Coverage will terminate upon resignation or termination of employment with the District.
 - 3. The District agrees to pay the premium cost for Group Travel - Accident for Building Administrators. This policy will pay to a maximum of \$100,000 for accidental death and dismemberment. The aggregate limitation is \$300,000. This policy is in effect at the time that the Administrator is on duty with the District.
 - 4. The District agrees to pay the necessary premium cost to provide liability coverage of \$3,000,000 for each Building Administrator.
 - 5. The District agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Contract held by the policyholder.
 - 6. The sole authority for the selection of the insurance carrier rests with the employer, subject to those limitations as hereinafter described.
 - 7. The District shall pay the actual premium cost to provide long term disability coverage for each Building Administrator as follows:

- a. For any disability as defined by the insurance carrier which exists for a period exceeding 365 calendar days.
 - b. To insure fifty percent (50%) of income plus any offsets up to a maximum of seventy percent (70%) of income.
 - c. To age sixty-five (65).
8. The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.

ARTICLE XVII

BUILDING ADMINISTRATIVE COMPENSATION PLAN

Building Administrators will be paid as follows:

The base used for computing salaries for the Building Administrator Compensation Plan will be the product of .67008 and the top step of the Master Degree salary schedule in the Port Huron Education Association Master Agreement. The Salary adjustment for 1995-96 will be retroactive to July 1, 1995.

FACTORS

The following factors will be used in the manner now set forth:

Compensation Index (multiplied times the Base)

<u>Factor</u>	<u>Position</u>
170	High School Principals
168	Middle School Principals
165	Director - Port Huron South
161	Assistant High School Principals
160	Elementary Principals
151	Middle School Assistant Principals
149	Curriculum Directors
144	Elementary Supervisor
1.165	Assistant Program Director - Adult and Community Education

Responsibility Factor (multiplied times the Base)

<u>Factor</u>	<u>Position</u>
15	High School Principals
13	Middle School Principals
12	Assistant High School Principals
12	Elementary Supervisors
12	Elementary Principals - 4th Friday - Student Enrollment - 499 or more
11	Elementary Principals - 4th Friday - Student Enrollment - 349-499
13	Director - Port Huron South
10	Elementary Principals - 4th Friday - Student Enrollment - 348 or less
10	Curriculum Directors
9	Assistant Middle School Principal
.03	Assistant Program Director - Adult and Community Education

Supervision Factor (multiplied times the Base)

<u>Factor</u>	<u>Number of Staff Supervised</u>
.00	0 - 10
.03	11 - 21
.06	22 - 32
.09	33 - 43
.12	44 - 54
.15	55 - 65
.18	66 - 76
.21	77 - 87
.24	88 - 98
.27	99 - 109
.30	110 - 120
.33	121 - 131
.36	132 - 142
.39	143 - 153
.42	154 - 164

If a building has more than one Building Administrator, the following formula will be used to determine the supervision factor:

Building Principals receive 50% of the factor.

Assistant Principals the other 50%, divided in such manner as the Building Principal determines.

Curriculum Directors receive full credit for all full-time equated staff they supervise.

Preparation Factor (multiplied times the Base)

<u>Factor</u>	<u>Degree Level</u>
.00	High School
.01	Job related training
.03	Bachelor's Degree
.06	Master's Degree
.11	Specialist Degree or Master's + 30
.14	Earned Doctorate Degree

Length of Contract Factor (multiplied times the dollar amount of the Compensation Index)

<u>Factor</u>	<u>Length of contract beyond 185 duty days</u>
.00	0 days
.06	10 days
.085	15 days
.10	18 days
.11	20 days
.16	30 days

These factors relate to the following actual length of contract for the position shown:

High School Principals:

185 days plus 30 additional days, a total of 215

High School Assistant Principals:

185 days plus 20 additional days, a total of 205

Middle School Principals:

185 days plus 20 additional days, a total of 205

Middle School Assistant Principals:

185 days plus 10 additional days, a total of 195

Elementary Principals:

185 days plus 15 additional days, a total of 200

Curriculum Directors:

185 days plus 20 additional days, a total of 205

Director - Port Huron South:

185 days plus 20 additional days, a total of 205

Elementary Supervisors:

185 days plus 10 additional days, a total of 195

ADDITIONAL INFORMATION

1. Effective with the 1996-97 School Year, all newly hired administrators will be paid according to the following schedule:

Step 1	10% deduct from full salary
2	8% deduct from full salary
3	6% deduct from full salary
4	4% deduct from full salary

Beginning with Step 4, a permanent 4% deduction will continue to take place each year thereafter.

2. Individuals who are on conditional contracts will be paid their previous year's salary.
3. The salary for any Building Administrator who does not meet the educational requirements for the position will be reduced by \$2,000. When evidence is presented that the educational requirements have been met, the individual will be placed on the schedule immediately.
4. When a Building Administrator is transferred, at the request of the District, from a larger building to a smaller building, the Building Administrator's Supervision Factor shall be calculated on the basis of the larger building. This base for calculation shall be continued annually until such time as circumstances change the situation.
5. A buyout will be made available to administrators only in the year it is made available to teachers during the life of this agreement. The condition for said buyout will be the same for administrators as for teachers.

ARTICLE XVIII

STAFFING STANDARDS

- A. The following Elementary Building Principal staffing procedure will be followed:
1. One (1) full-time Principal for any Elementary Building with 250 students or more based on fourth Friday count and based on total student enrollment.
 2. For buildings with less than 250 students the District shall have the authority to establish the Building Administrative pattern for such building. Prior to the establishment of a Building Administrative pattern, the Superintendent of Schools shall meet with the Association and the Building Principal(s) involved to study all aspects and ramifications of each alternate plan that is being reviewed and then shall take his/her recommendation to the Board of Education for approval.
 3. An Elementary Supervisor may be placed in an elementary building based on enrollments and approval from the Superintendent or his/her designee. Currently, Crull/McKinley Campus, Woodrow Wilson, and Garfield have such positions. In case of financial difficulties or lower enrollments, the District has the right to eliminate or reduce positions accordingly. The current elementary staffing pattern will be maintained as long as enrollment and financial conditions permit. Any changes will be based upon a discussion between the Principal and the Assistant Superintendent.
- B. The following Middle School Assistant Principal staffing procedure will be followed:
1. A half-time (1/2) Assistant Principal for any middle school building with a student population of from 525 to 624, based on fourth Friday count and also based on total student enrollment.
 2. One (1) full-time Assistant Principal for any middle school building with a student population of from 625 and 999, based on fourth Friday count and also based on total student enrollment.
 3. One additional half-time Assistant Principal for any middle school building with 1,000 students or more but less than 1,374 students, based on the fourth Friday count, and also based on total student enrollment. For each additional 375 students, an additional half-time (1/2) Assistant Principal will be added.

4. Two (2) teacher assigned hours will be provided each middle school building that does not have assigned to it at least a half-time (1/2) Assistant Principal. These teacher assigned hours will be for the purpose of controlling and coordinating lunchroom activities.

C. The following high school administrative staffing procedure will be followed:

1. If a vacancy occurs in one of the high schools, for positions other than Building Principal, it will be covered by one of the following methods:
 - a. Covered within the current high school administrative staff by reassigning duties
 - b. Appointment of an Acting Building Administrator for the remainder of that school year or a lesser period of time
 - c. Bidding the vacancy and selecting a new administrator

The decision as to which of the above will be used must be mutually agreed upon by the District and the Building Principal. If the choice is to cover the vacancy by adjusting the present administrative staff within that building, the compensation for the individual, based on the adjustments in duties, must be mutually agreed upon by the individuals, the Building Principal and the District.

2. The number of Assistant Principals allocated to each building will be determined by the following scale:

<u>FOURTH FRIDAY ENROLLMENT</u>	<u>ASSISTANT PRINCIPAL</u>
2000-1750	3
1749-1500	2.5
1499-1250	2
1249-1000	1.5

3. It is understood and agreed that the commitments for current Building Administrative staffing will be maintained, subject to reorganization under a financial emergency as provided by Article VIII, Section Two, of this Agreement.

ARTICLE XIX

DURATION

- A. This Agreement shall be effective as of April 22, 1996 and shall continue in effect until midnight, June 30, 2000. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. It is further agreed that at any time after March 1, 2000, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination.
- C. In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON AREA SCHOOL DISTRICT
BUILDING ADMINISTRATOR'S ASSOCIATION

BY _____
Chief Negotiator

BY _____
Chief Negotiator

DATE _____

DATE _____

AND _____
Team Member

AND _____
President of the Association

DATE _____

DATE _____

ATTACHMENT A

PORT HURON AREA SCHOOL DISTRICT BUILDING ADMINISTRATION EVALUATION SUMMARY (Explanation of Items)

- I. Management of Physical Facilities
 - a. Physical appearance of building
 - b. Space utilization
 - c. Action to make others aware of needs
 - d. Office organization

- II. Budget
 - a. Evidence of use of budget controls
 - b. Effective use of funds
 - c. Appropriate purchasing procedures

- III. School District Policy
 - a. Awareness of and ability to follow policy
 - b. Contribution to developing new policy

- IV. Community Relations
 - a. Community attitude toward school
 - b. Parent involvement in school affairs
 - c. Activities to communicate to parents

- V. Personnel
 - a. Morale of teaching staff
 - b. Effective use of staff
 - c. Evaluation of staff
 - d. Relations with non-teaching staff
 - e. Administration of Master Agreements and Union Contracts

- VI. Student Relations
 - a. Student attitude toward school
 - b. Ability to handle discipline problems

VII. Curriculum

- a. Leadership in planning curriculum
- b. Supervision of instruction
- c. Innovative programs in evidence

VIII. Personal Qualification and Professional Growth

- a. Communication ability
- b. Organizational ability
- c. Decisiveness
- d. Personal appearance
- e. Growth activities
- f. Flexibility

IX. Utilization of Resources

- a. Relationships with Central Office personnel
- b. Effective use of resources

X. Overall Effectiveness

- a. Comprehensive rating of the total functional ability (as defined above) of a Building Administrator

ATTACHMENT A-1

PORT HURON AREA SCHOOL DISTRICT

BUILDING ADMINISTRATION EVALUATION FORM

NAME: _____ ASSIGNMENT: _____

TIME IN ASSIGNMENT: _____

A rating system of 5-1 (5 being high, 3 being the minimal acceptable standard, 2 or 1 being below the minimal acceptable standard) will be used for each of the categories on the Building Administrators' Association Evaluation Form. The criteria (explanation of items) on Attachment "A" shall be used as a guide in determining the rating (points) in a given category. If the evaluator rates an Administrator (2) or (1), he/she must give an explanation as to why that rating was given, suggestions for improvement, and a determination of the expectations the evaluator has for the Building Administrator.

I. MANAGEMENT

5 4 3 2 1 N

Supporting Statements

II. BUDGET

5 4 3 2 1 N

Supporting Statements:

III. SCHOOL DISTRICT POLICY

5 4 3 2 1 N

Supporting Statements:

ATTACHMENT A-1

IV. COMMUNITY RELATIONS

5 4 3 2 1 N

Supporting Statements:

V. PERSONNEL

5 4 3 2 1 N

Supporting Statements:

VI. STUDENT RELATIONS

5 4 3 2 1 N

Supporting Statements:

VII. CURRICULUM

5 4 3 2 1 N

Supporting Statements:

ATTACHMENT A-1

VII. PERSONAL QUALIFICATION AND PROFESSIONAL GROWTH

5 4 3 2 1 N

Supporting Statements:

IX. UTILIZATION OF RESOURCES

5 4 3 2 1 N

Supporting Statements:

X. OVERALL EFFECTIVENESS

5 4 3 2 1 N

Supporting Statements:

ATTACHMENT A-1

OVERALL RATING AND RECOMMENDATION:

- SATISFACTORY - defined as meeting or exceeding the minimal accepted District standards
- CONTINUING CONTRACT
- UNSATISFACTORY - defined as not meeting or exceeding the minimal accepted District standards
- FIRST YEAR CONDITIONAL CONTRACT
- RENEWAL OF CONDITIONAL CONTRACT
- NON-RENEWAL

My signature indicates that I have received a copy of this evaluation.

EVALUATEE

DATE

EVALUATOR

DATE

Evaluated Administrator - White
Evaluator - Green
Personnel File - Goldenrod
Executive Director/Cabinet Member - Pink

ATTACHMENT B

- A. The parties will reopen negotiations on the issue of elementary staffing.
- B. The District and Association will complete the study of the administrative evaluation form for the purpose of developing a form that reflects the building administrator job description.
- C. Take action to schedule the elementary secretaries to begin their work year at the same time as the elementary principals.

ATTACHMENT C

SUMMARY OF BENEFITS
MESSA'S SUPER CARE I

BENEFITS FOR YOU

Underwritten by The Equitable Life Assurance Society of the United States.

Life Insurance	\$5,000
Accidental Death & Dismemberment Insurance (AD&D)	\$5,000

AD&D terminates at age 65 or when employment terminates whichever happens last. Life Insurance may be continued following termination of employment by direct payment to MESSA.

BENEFITS FOR YOU AND YOUR DEPENDENTS

Underwritten by Blue Cross Blue Shield of Michigan

Major Medical Expense Insurance

Lifetime Maximum Benefit	\$2,000,000 each family member
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In-Patient Hospital Charges

Room and board and necessary medical services	100%
Pre-admission review required for non-emergency admittance	
Pre-admission review required within 72 hours of emergency admittance	

Out-Patient Charges

Emergency accident or injury	100% up to R&C
Emergency illness	90% up to R&C
Out-patient department surgery	100% up to R&C
Radiation therapy and chemotherapy	100% up to R&C

Surgery and Anesthesia Charges	
PAR	100%
Non-PAR:	
Surgeon's charges	100% up to R&C
Assistant surgeon's charges	100% up to R&C
Anesthesiologist's charges	100% up to R&C
Second surgical opinion required on certain surgeries	
In-Hospital Medical Visit Charges	
	100% up to R&C
For newborn child:	
PAR	100%
Non-PAR:	
First visit (up to \$30)	100%
Subsequent visits (up to \$10)	100%
Diagnostic X-Ray and Laboratory Charges	
(Out-Patient)	100% up to R&C
Cancer Screening Exams and Tests	
	100% up to R&C
Prescription Drug Charges	
Each prescription or refill, after \$2.00 co-pay	100%
Home Health Care Charges	
Each Benefit Period	100% up to R&C
Hospice Care Charges	
\$5,000 maximum for the family unit	
Covered charges for in-patient hospice care and in-home prior to death	100% up to R&C
Family counseling	PAR - 100%
	Non-PAR - \$25.00 per session

Medical Case Management

Medical Case Management is an additional benefit available when a catastrophic medical problem occurs, i.e. neurological injury (brain and spinal cord, multiple sclerosis, amyotrophic lateral sclerosis), premature and high risk infants, trauma victims (burns multiple fractures), amputations, cancer, AIDS and Crohn's Disease. MESSA assigns a Case Manager who functions as a personal liaison between the patient/family, health care team, community resources and MESSA, providing suggestions and coordinating the continuity of care from the onset of illness into the long term rehabilitation. Final decisions remain with the covered patient/family and doctor.

Human Organ Transplants

\$1,000,000 transplant benefit maximum during a benefit period
Covered charges for heart, heart and lung, liver
and pancreas 100%
Anti-rejection drugs Covered in full for
first year, then up to
\$10,000 per year
Office visits, home health care, visiting nurses,
surgical storage and transportation costs of
organ procurement Up to \$10,000
for each transplant

Transportation, meals and lodging for the recipient and
one other person during a benefit period Up to \$10,000

Miscellaneous Charges

After the satisfaction of a \$100 deductible in a calendar year, miscellaneous covered charges are reimbursed at 90% of such covered charges during the remainder of the calendar year.

Out-Patient Psychiatric (maximum 50 visits
per calendar year) 90% up to R&C
Skilled Nursing Facility Room and Board PAR - 90%
Non-PAR - 90%
(up to \$45 maximum daily charge)

Other Miscellaneous Charges 90% up to R&C

Includes:

Physician charges
Private duty nursing (RN-LPN)
Professional ambulance
Oxygen, blood and plasma
Artificial limbs, prosthetic devices, braces

Allergy

Maximum reimbursement \$625 per calendar year
Testing 100% up to R&C
Treatment and supplies 90% up to R&C

Family Stop Loss \$1,000 per calendar year

Prescription Co-Pay \$2.00

NOTE "R&C" as used above means "reasonable and customary". A charge will be considered reasonable and customary if it is the amount normally charged by the provider for services or supplies and does not exceed the amount ordinarily charged by most providers of comparable services or supplies are received.

PAR: A participating provider's charges will not exceed "R&C" since they have signed a contract with BCBSM agreeing to accept their benefit determination as payment in full and to only bill you for any deductible and co-payment or for services not covered under your Super Care I program.

THIS IS A BRIEF SUMMARY OF MESSA'S SUPER CARE I PLAN BENEFITS. FOR COSTS AND FURTHER DETAILS OF THE COVERAGE, INCLUDING EXCLUSIONS OR LIMITATIONS AND THE TERMS UNDER WHICH THIS INSURANCE MAY BE CONTINUED IN FORCE, CONTACT YOUR MESSA FIELD REPRESENTATIVE OR THE MESSA OFFICE.