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6/30/2002

MASTER AGREEMENT

SOUTH LYON BOARD OF EDUCATION

and the

SOUTH LYON ADMINISTRATORS ASSOCIATION

South Lyon Community Schools

JULY 1, 1998 — JUNE 30, 2002

TABLE OF CONTENTS

ARTICLE I	AGREEMENT	1
ARTICLE II	GENERAL PROVISIONS.....	2
ARTICLE III	RECOGNITION.....	3
ARTICLE IV	BOARD RIGHTS	4
ARTICLE V	ASSOCIATION RIGHTS.....	5
ARTICLE VI	SALARY, WORK SCHEDULES AND HOURS	6
ARTICLE VII	FRINGE BENEFITS.....	11
ARTICLE VIII	TERM AND STANDARDS OF EMPLOYMENT.....	15
ARTICLE IX	EVALUATION	17
ARTICLE X	NON-RENEWAL/REDUCTION IN STAFF.....	18
ARTICLE XI	MISCELLANEOUS.....	19
ARTICLE XII	DURATION OF AGREEMENT.....	20

ARTICLE 1
AGREEMENT

The Agreement is entered into this first day of July, 1998, by and between the Board of Education of the South Lyon Community Schools hereinafter called the "Board," and the South Lyon Administrators Association hereinafter called the "Association."

The term "administrator" as used in the Agreement shall refer to all employees covered by this bargaining unit. In implementing and administering the terms of this Agreement, the Board of Education, necessarily acts through the Superintendent or central office administrators designated by him/her.

ARTICLE II
GENERAL PROVISIONS

- A. It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary written consent of both contracting parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- B. There are no understandings or agreements or past practices which are binding upon either the Board or the Administrators Association other than the written agreements enumerated or referred to in the Agreement. No further agreements shall be binding upon either the Board or the Administrators Association until the same have been put in writing and signed by both the Board and the Administrators Association as either an amendment to this agreement or a Letter of Understanding executed by both parties.
- C. It is the intent of the parties that the provisions of this Agreement shall supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not moved by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.
- E. The right of either party or of Administrator to any benefits shall be determined solely by the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- F. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision or application of this Agreement shall be prohibited by or deemed invalid (whether by legislative enactment or judicial decision) under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to re-negotiate such invalidated provision.

ARTICLE III
RECOGNITION

A. The Board hereby recognizes the Association in accordance with the applicable provisions of the Public Employment Relations Act as the sole and exclusive collective bargaining representative for the personnel employed by the Board in administrative and/or supervisory positions as follows:

High School Principal

Middle School Principal

Elementary Principals

Adult Completion Principal

Assistant Principals

Athletic Director

Vocational Education Director

Recreation Director

B. Specifically excluded are the Superintendent, Deputy and/or Assistant Superintendents, Executive Directors, Directors (except Athletic and Recreation Directors), Coordinators, Supervisors and all other supervisory personnel, teachers, and all other employees.

ARTICLE IV
BOARD RIGHTS

There is reserved exclusively, to the Board, all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and, in specific terms, limited by provision of this Agreement; including, but not limited to, the right to:

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the selection of textbooks, teaching materials and various teaching aids.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance and distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- L. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
- M. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE V
ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school facilities at all reasonable hours for Association business without rental charge in accord with proper procedures, provided this shall not interfere with or interrupt normal school operations.
- B. The Association shall advise the Board of the names of all Association officers. Those officers shall be designated to conduct Association business with the Board.
- C. The Board shall furnish to the Association in response to reasonable written requests, all available public records concerning the financial resources of the District and tentative budgetary requirements and allocations.

ARTICLE VI
SALARY

ADMINISTRATORS SALARY SCHEDULE:

A. The first step for each of the administrative positions listed below will be determined as a percentage of schedule 6, step 10 of the Teachers' salary schedule. The percentage is indicated in parentheses, along with the salary for each position and each step for the 1997-98 school year, which serves as the baseline for determining salary increases. (The Athletic Director position will become administrative on July 1, 1998; the salary indicated below, therefore, serves only as a baseline, not as an indication of the 1997-98 salary for that position.)

Position	Step One	Step Two	Step Three	Step Four	Step Five
HS Principal (122%)	70,985	74,534	78,261	82,174	86,282
MS Principal (118%)	68,657	72,090	75,695	79,479	83,453
El. Principal (112%)	65,166	68,425	71,846	75,438	79,210
HS Asst. Prin. (112%)	65,166	68,425	71,846	75,438	79,210
MS Asst. Prin. (108%)	62,839	65,981	69,280	72,744	76,381
El Asst. Prin. (104%)	60,512	63,537	66,714	70,050	73,552
Ath. Director (108%)	62,839	65,981	69,280	72,744	76,381
Rec. Director (75%)	43,638	45,820	48,111		
Adult Principal (88%)	51,202	53,762	56,450	59,273	62,236

B. There will be a one time off schedule payment of 0.5% based on the final 1997-98 salary schedule.

C. Administrators who are not at the top step of the salary schedule shall move up one step each year, unless otherwise indicated in this Agreement.

D. ADMINISTRATOR SALARY SCHEDULES

1. 1998-99 SALARY SCHEDULE

Each step of the 1997-1998 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 1998-1999 school year (i.e. if the per pupil foundation grant is increased by 4% from the 1997-1998 to 1998-1999 each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program). In addition, each step of the salary schedule shall be increased by 1.5 %.

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 1998 to determine what, if any, effect the change has on this formula. The parties recognize that

categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

2. 1999-2000 SALARY SCHEDULE

Each step of the 1998-1999 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 1999-2000 school year (i.e. if the per pupil foundation grant is increased by 4% from the 1998-1999 to 1999-2000, each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 1999 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

3. 2000-01 SALARY SCHEDULE

Each step of the 1999-2000 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 2000-01 school year (i.e. if the per pupil foundation grant is increased by 4% from the 1999-2000 to 2000-01, each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 2000 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

4. 2001-02 SALARY SCHEDULE

Each step of the 2000-01 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 2001-02 school year (i.e. if the per pupil foundation grant is increased by 4% from the 2000-01 to 2001-02, each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 2001 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

E. RETIREMENT RATE FACTOR

1. As part of a total compensation package, the retirement rate in any given year of the contract shall have an impact on the compensation received by Administrators. The "Retirement Rate Factor" may cause an increase, decrease or no change in any given year's total wages. The annual Retirement Rate Factor is defined as the percentage point difference between the actual retirement rate as determined by MPSERS and the Retirement Rate Benchmark as calculated by the District. The calculation is as follows:

1. 1998-1999

1998-1999 Retirement Rate Benchmark = 12.00%

1998-1999 actual retirement rate = Unknown (rate for 1997-1998 was 11.12%)

For example, If the actual retirement rate remains at 11.12%, Administrators will receive a one-time off schedule payment of .88% of their 1998-99 salary. If the actual retirement rate is 12.50%, Administrators would receive a one-time salary deduct equal to 0.5% of their 1998-99 salary.

	Example 1	Example 2
Retirement Rate Benchmark	12.00%	12.00%
actual retirement rate	11.12%	12.10%
Retirement Rate Factor	0.88%	(0.10%)

2. 1999-2000

1999-2000 Retirement Rate Benchmark = 12.00% multiplied by percentage increase in State Per Pupil Foundation Allowance for South Lyon Community Schools from 1998-99 to 1999-00.

1999-2000 actual retirement rate = Unknown

If the increase in the State Per Pupil Allowance for South Lyon Community Schools was 3% for example, the 1999-2000 Retirement Rate Benchmark would be increased to 12.36% (12.00 x 1.03%)

The Retirement Rate Factor would be calculated as in 1998-1999. For example, if the actual retirement rate remains at 11.12%, Administrators will receive a one-time off schedule payment of 1.24% of their 1999-2000 salary. If the actual retirement rate is 12.75%, Administrators would receive a one-time salary deduct equal to 0.39% of their 1999-2000 salary.

	Example 1	Example 2
Retirement Rate Benchmark	12.36%	12.36%
actual retirement rate	11.12%	12.75%
Retirement Rate Factor	1.24%	(0.39%)

3. 2000-2001

For the 2000-2001 school year, the calculation will be made in the same manner as 1999-2000. The 2000-2001 Retirement Rate Benchmark shall be calculated by taking the 1999-2000 Retirement Rate Benchmark and increasing it by the percentage increase in SLCS's increase in its State Per Pupil Foundation Allowance from 1999-00 to 2000-01. The Retirement Rate Factor shall also be calculated in the same way.

4. 2001-2002

For the 2001-2002 school year, the calculation will be made in the same manner as 2000-22001. The 2001-2002 Retirement Rate Benchmark shall be calculated by taking the 2000-2001 Retirement Rate Benchmark and increasing it by the percentage increase in SLCS's increase in its State Per Pupil Foundation Allowance. The Retirement Rate Factor shall also be calculated in the same way.

5. General Provisions It is recognized that at any given time within the life of this agreement, there may be negative or positive pay adjustments due to the Retirement Rate Factor. If at any time the cumulative impact of the Retirement Rate Factor is such that the total net wages received by the bargaining unit under this contract is less than the net wages that would have been received if the previous contract was extended (0% increase in 1998-99, 75% of per pupil increase thereafter), the parties will reopen the Master Agreement for re-negotiation of economics only.

- F. An administrator advances one step on the salary schedule on his/her first scheduled reporting day of the next school year, except that Administrators on leave, layoff or other interruption of service for one half or more of a given school year shall not advance one step on the salary schedule on the first scheduled reporting day of the next year i.e. an administrator on leave from January 1 to June 30, 1998 who then works the entire 1998-99 school year, would advance one step on the first scheduled reporting day in August of 1999.
- G. Administrators hired from outside the District will be placed on the salary schedule by the Superintendent, taking into consideration such administrator's education and past experience.
- H. Administrators who are transferred from one position to another will be placed on the salary schedule for the new position by the superintendent. Thereafter, the administrator shall progress along the salary schedule as detailed above.

ADMINISTRATORS WORK SCHEDULES AND HOURS:

A. Administrators work schedules are as follows:

Position	Work Days
High School Principal	216
Middle School Principal	211
Elementary Principal	201
HS Assistant Principal	211
MS Assistant Principal	211
EL Assistant Principal	201
Athletic Director	211
Recreation Director	229
Adult Completion Principal	211

- B. Each Administrator is an educational leader for the Board and will maintain a work schedule under the supervision of the Superintendent and/or his/her designee, which will ensure a quality management approach in the development and maintenance of District and school programs and services. It is essential that administrators work a schedule which permits and enables the achievement of District and school goals.
- C. Administrators are professional employees. This means that in return for his/her salary and other benefits, the Administrator, compensated on a salary basis, must work the amount of time required to perform his/her job in a competent and professional manner.

ARTICLE VII
FRINGE BENEFITS

INSURANCE BENEFITS

A. Pursuant to the authority, as set forth in the Michigan Revised School Code, Section 380.11a the Board agrees to pay the premiums for each full-time administrator and his/her eligible dependents, subject to the following caps on premiums. Coverage is restricted to administrators who are not enrolled in another group health insurance program as an individual or through a spouse's coverage. (Administrators not eligible for PAK A due to enrollment in another group health plan, are eligible for PAK B.) There are no premium increase caps for election of MESSA PAK B The Board will pay the premiums for MESSA PAK A, with the following caps on premium increases:

(1) For the 1998-99 school year, the District will pay the entire cost of the MESSA-PAK 'Option A', unless the 1998-99 SLEA MESSA-PAK 'Option A' includes a payroll deduction by its members. In this event, the SLAA participant electing 'Option A' shall have a payroll deduction payment equal to the same percentage of total cost as the SLEA. The District payment will constitute a cap for purposes of future calculations.

(2) If, for the 1999-00 school year, the MESSA-PAK 'Option A' monthly rate exceeds 105% of the 1998-99 PAK A cap rate, the participant electing 'Option A' shall reimburse the district for the excess through payroll deduction in equal amounts from his/her regular pay.

(3) If, for the 2000-01 school year, MESSA-PAK 'Option A' monthly rate exceeds 105% of the 1999-00 PAK A cap rate, the participant electing 'Option A' shall reimburse the district for the excess through payroll deduction in equal amounts from his/her regular pay.

(4) If, for the 2001-02 school year, the MESSA-PAK 'Option A' monthly rate exceeds 105% of the 2000 - 01 PAK A cap rate, the participant electing 'Option A' shall reimburse the district for the excess through payroll deduction in equal amounts from his/her regular pay.

- B. Disputes over policy coverages or benefits between the insurance carrier, policyholder and/or underwriter(s) and Administrator(s), or their dependents or beneficiaries, shall be a matter solely between the insurance carrier policyholder, and/or underwriter(s) and Administrators(s) or their dependents or beneficiaries.
- C. The terms of any insurance policy or contract issued by an insurance underwriter, carrier or third party administrator shall be controlling as to all matters concerning enrollment, benefits, eligibility, coverage, termination of coverage and all other related matters. The administrator is responsible for assuring completion of all forms and documents required for participation in the insurance programs described in this article.
- D. The Board, by payment of the insurance premiums required of it, shall be relieved of any and all liability with respect to insurance benefits and programs. Enrollment in

the insurance benefits and programs specified in this Article is conditioned upon the administrator and his/her eligible dependent(s) meeting the standards set by the policyholder, underwriter and carrier, as may be applicable.

- E. Changes in family status shall be reported by the administrator to the personnel office within 30 days of such change. The administrator shall be responsible for an overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- F. Option A shall include:
 - 1. Super-Care I health insurance with XVAZ rider.
 - 2. \$35,000 term life insurance with AD & D. (*add'l life insurance in the amount of twice the annual salary minus \$35,000 and rounded to the nearest one thousand to be covered by UNUM, the current provider.)
 - 3. Long-term disability insurance as follows:
 - a. 50% of salary after a 90 calendar day waiting period.
 - b. Maximum payment of \$5,000 per month.
 - c. Social security freeze.
 - d. Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.
 - 4. Delta Dental insurance
 - 5. Vision care MESSA VSP-3.

G. Option B shall include:

- 1. \$35,000 term life insurance with AD & D. (*add'l life insurance in the amount of twice the annual salary minus \$35,000 and rounded to the nearest one thousand to be covered by UNUM, the current provider.)
- 2. Long-term disability insurance as follows:
 - a. 50% of salary after a 90 calendar day waiting period.
 - b. Maximum payment of \$5,000 per month.
 - c. Social security freeze.
 - d. Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.
- 3. Delta Dental insurance
- 4. Vision care MESSA VSP-3.

5. \$1,800.00 annually shall be given in cash (divided equally among the administrator's second pay of each month or in a lump sum) which the administrator can choose to apply to the tax deferred annuity of the his/her choice. The Association does hereby agree to save and hold harmless the employer from any and all costs, assessment or penalties as a result of Internal Revenue Service determination of a taxable liability to teachers caused by the inclusion of the option of cash in lieu of health insurance benefits.

- H. Additional group term life insurance shall be provided to equal twice the administrator's annual salary rounded off to the next highest thousand. Administrators who have Board-provided term life insurance have a 30-day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep the life insurance in force must contact the insurance carrier within thirty-one (31) days of their last day of employment.
- I. Part-time employees who elect Option A shall pay a portion of the health care cost in a prorated amount equivalent to the ratio of employment to full time, subject to authorized payroll deduction. Part-time employees who elect Option B shall receive cash in lieu of benefit monies in an amount equivalent to the ratio of employment to full time.
- J. An IRS Section 125 Plan has been established and made available to the extent possible under the law. It is the responsibility of each eligible administrator to comply with all requirements for eligibility, enrollment, coverage and Plan elections. These responsibilities include but are not limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

In the event that an administrator waives available health coverage to receive additional compensation in lieu of health coverage, any direction of that compensation to a tax deferred annuity under Section 403 (b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the bargaining unit member through salary reduction.

- K. The school year for purposes of this article shall be September 1 through August 31.

RETIREMENT BENEFITS

- A. An administrator who qualifies for and immediately receives statutorily defined benefits under MPSERS shall be paid for one-half (1/2) of his/her unused sick leave days at the administrator's current daily rate.
- B. An administrator who resigns after ten (10) or more years of employment service with South Lyon Community Schools shall receive one third (1/3) of his/her unused sick days at the administrator's current daily rate.
- C. Administrators are not simultaneously eligible for the separation benefits indicated in A. and B. above.
- D. Dependent upon the continuing consent of the insurance carrier and underwriter, an administrator retiring with South Lyon administrative service as in "1" above will continue to have his/her premiums for \$57,000 term life policy paid by the Board until

said administrator reaches age 70, as long as he/she has provided written evidence to the Board, by the date of his/her resignation, that he/she has submitted an application for and has been approved as eligible for receipt of statutory retirement benefits from MPSEERS within ninety (90) days of his/her effective resignation from administrative service with the District.

SICK/PERSONAL LEAVE

- A. Sick day allowance is to be used for absences due to personal illness or serious illness in the immediate family. The immediate family shall include: grandmother, grandfather, father, mother, brother, sister, wife, husband, children and legal dependents.
- B. Each administrator shall earn fourteen (14) sick leave days per year which shall accumulate if unused.
- C. Sick days are credited on July 1 of each year.
- D. Sick day accumulation will be capped at 230 days.
- E. Each full time administrator shall be credited with four (4) personal business days per year in addition to sick leave days, which shall not accumulate, for personal business that cannot be conducted other than during school hours. Such days shall be approved by the Superintendent.
- F. Death in the Immediate Family: The employee may be granted a maximum of five (5) days leave on full pay in the event of death of a member of the immediate family, not deductible from accumulated sick leave allowance. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather or grandmother of the employee, and the corresponding relative of the employee's spouse, or any relative of either spouse living in the employee's home, and step-children and step-parents.

MISCELLANEOUS BENEFITS

- A. Administrators will be reimbursed for automobile travel outside of the District at the current rate per mile as established by the Board.
- B. The Board will pay for memberships in professional organizations for administrators with the total cost not to exceed the cost of a MEMSPA membership.
- C. Optional TSA programs, through Board designated TSA carriers, may be accomplished by written salary reduction from the Administrator's wages. The Administrator has full responsibility for observance of contribution limitations.
- D. The Board will pay for two administrators per year to attend a State conference. This pertains to principals and assistant principals only, and will be based on seniority. The Association shall establish the procedure for implementing this provision.

ARTICLE VIII
TERM AND STANDARDS OF EMPLOYMENT

- A. The parties to this agreement recognize and agree that any continuing tenure in any administrative position or non-classroom assignment shall not be acquired and is specifically denied. This shall not be construed to revoke tenure rights previously acquired by an Administrator in a teaching capacity.
- B. The terms of this agreement shall supersede any expressly conflicting or contrary terms governing the same subject matter contained in any individual contract of employment between the Board and an Administrator covered by this Agreement. The terms of this agreement shall prevail over the terms of any individual contract of employment to the extent of any express inconsistency or conflict.
- C. As a condition to retention of employment, the Administrator must hold all certificates, approvals, and credentials required by law, (including applicable provisions of the School code of 1976), the State School Aid Act, Michigan Department of Education Regulations, State and/or Federal grants, and by the Board to the position assigned.) If at any time an administrator fails to hold appropriate Michigan Department of Education approvals, certificates and credentials for the position assigned, the Administrator's employment shall be immediately terminated and the Board shall have no liability for any further payment or obligations under any contract of employment with said Administrator.
- D. All employment of Administrators shall be on the following terms:
 - 1. Regarding the length of the individual contract, all Administrators employed by the District as of May 1, 1998, are "grandfathered," (except those Administrators who are on an Individualized Development Plan), and shall be issued a two (2) year contract. Administrators who are on a two year contract and who fail to meet the performance standards of the District shall be notified by March 30 that he/she shall not be issued another two year contract unless and until such performance is remediated. Instead, such Administrator shall be offered a one (1) year contract terminable during its term for reasons that are not arbitrary or capricious and which are related to job performance and/or conduct of the Administrator. If not notified by the March 30 deadline the administrator's performance shall be deemed satisfactory and he/she shall be issued a new two year contract. Failure to improve job performance will result in non-renewal of the one-year contract, with written notice from the Board at least ninety days prior to the expiration date of the individual one-year contract.
 - 2. For all Administrators hired after May 1, 1998 and those on an Individualized Development Plan, during the first four (4) years of employment, the one (1) year contract shall be terminable at will by the Board upon thirty (30) days written notice. The thirty (30) days notice requirement shall not be applicable where the termination is due to gross misconduct.
 - 3. All Administrators hired after May 1, 1998 and those on an Individualized Development Plan, who are non-renewed at the conclusion of an annual contract during their first four (4) years of employment, shall receive written notice of non-renewal from the Board at least sixty (60) days prior to the expiration date of their individual contract.
 - 4. After completion of four years of employment with the Board, Administrators hired after May 1, 1998, shall be issued a one (1) year contract which shall be

terminable during its term for reasons that are not arbitrary or capricious, and which are related to job performance and/or conduct of the administrator.

5. After completion of four years of employment with the Board, Administrators who are non-renewed shall receive written notice of non-renewal from the Board at least ninety (90) days prior to the expiration of their individual contracts.
 6. In the event that the Board undertakes to dismiss an administrator (who has completed four years of employment with the Board) during the term of his/her individual contract he/she shall be entitled to written notice of the charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of his/her individual contract, that contract shall automatically terminate and the Board shall have no further obligation thereunder or under this Agreement as regards the subject Administrator.
 7. Non-renewal of contract shall not be seen as a disciplinary action and shall be at the discretion of the Board.
- E. All individual contracts shall be issued for a term ending June 30.
- F. The Administrator is subject to assignment and transfer at the discretion of the Board. In that event, the Administrator's compensation and working conditions shall be consistent with the assignment to which transfer is made.

ARTICLE IX
EVALUATION

- A. Evaluations are a part of a continuous improvement process for Administrators. It is intended that the evaluation process be a professional growth experience. All Administrators shall be evaluated each year, by March 30, and the evaluation placed in the Administrator's personnel file.
- B. Principals shall be evaluated by the Superintendent and appropriate Central Office Administrators, as determined by the Superintendent. Assistant Principals shall be evaluated by their Principals. Other Administrators covered by this Agreement shall be evaluated by their immediate supervisors.
- C. The completed evaluation shall be shared with the Administrator, who will sign a copy indicating that he/she received the evaluation report. The signature does not mean that the Administrator agrees with the evaluation report. If an Administrator disagrees with any part of the evaluation, he/she may file a rebuttal within twenty (20) work days after receiving the evaluation. The rebuttal shall be attached to the evaluation in the Administrator's personnel file.

ARTICLE X
NON-RENEWAL/REDUCTION IN STAFF

- A. Non-renewal: If the Board is considering the non-renewal of an administrator's contract, administrator shall be notified as provided for in Section 1229 (2) of the Revised School Code and accorded all other rights as provided by such Act.
- B. Reduction in Staff: In the event it is necessary to reduce administrators due to enrollment decline, financial problems, or any other reason not related to competency of the administrator, the administrator may be assigned to a teaching position for which he/she is certified and qualified, subject to the provisions found in the Collective Bargaining Agreement between the South Lyon Board of Education and the South Lyon Education Association MEA/NEA, and those found in the Michigan Teachers' Tenure Act.
1. The Board and the Administrators recognize that financial circumstances, enrollment conditions, program changes, and/or administrative reorganization within the District could cause a curtailment of program, including the reduction and elimination of administrative positions. The parties acknowledge that such determinations are within the exclusive discretion of the Board, and that the Board may, in the exercise of that discretion, separate individual administrators.
 2. In the event that the Board determines to reduce administrative staff, an initial assessment will be made by the Board to determine the administrative functions to be maintained to meet the management, instructional and programmatic needs of the District. The Board will then determine any administrative positions impacted by the reduction.
 3. Formal notice will then be given to the Administrators' Association at least thirty (30) days prior to implementation of the reduction. Upon the request of either party, the Board and Administrators' Association shall meet, to the extent required by law, to bargain over the impact of the reduction upon the bargaining unit and its members.
 4. The Administrator shall be eligible for recall from layoff for a period of two (2) calendar years from the date of the layoff, or the length of his/her administrative service with the District, whichever interval is shorter. Administrators are eligible for recall to any vacant bargaining unit position for which they possess the requisite administrative certification and qualifications, as set by the Board.
 5. The Board shall give written notice of recall by certified mail to the Administrator's last-known address. It is the responsibility of the Administrator to keep the Board informed of his/her current residential address for the purposes of receiving recall notices. Should the Administrator fail to return to work within fifteen (15) work days of the issuance of a recall notice, he/she shall forfeit all further rights to employment with the Board and shall be regarded as a voluntary quit.
 6. There shall be no bumping between Administrators.

ARTICLE XI
MISCELLANEOUS

- A. The employee is subject to assignment and transfer at the discretion of the Superintendent of Schools and the Employee agrees that he/she shall not be deemed to be granted continuing tenure, in any capacity other than a classroom teacher, by virtue of this Agreement or any employment assignment within the School District, nor shall failure to the School District to continue or reemploy such Employee in any capacity other than as a classroom teacher be deemed a breach of this Agreement or discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.

- B. The Employee agrees to serve the District and perform those duties which are directed by the Board of Education of the School District, or its designee and to obey and fulfill the rules and regulations as established by the Board of Education of the School District and to carry out its educational programs and policies during the entire term of this Agreement.

- C. The School District shall pay the Employee in 26 equal installments.

- D. Both the Administrator and Board realize that it may take extra time to complete the many functions necessary to be successful. The Board understands and appreciates this extra time donated by said Administrators.

- E. Salary verification slips will be given each year.

ARTICLE XI
DURATION OF AGREEMENT

This agreement represents the entire Agreement between the Board and the Association and shall remain in full force and effect starting July 1, 1998 and shall continue in full force and effect until midnight June 30, 2002. Either party hereto shall give the other party at least sixty (60) days written notice before the end of the term of this Agreement of its desire to begin negotiations for a successor Agreement.

SOUTH LYON BOARD OF EDUCATION

by Donald E. Beagle
President

by Peagee Carney
Secretary

June 1, 98
Date

SOUTH LYON ADMINISTRATORS
ASSOC.

by Walter Denda
Co-President

by Shirley Perreault
Co-President

June 1, 1998
Date