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8/31/2000

**AGREEMENT**

**between**

**THE BAY CITY ASSOCIATION OF SCHOOL  
ADMINISTRATORS**

**and**

**THE BAY CITY BOARD OF EDUCATION**

**COVERING THE YEARS:**

**1997/1998**

**1998/1999**

**1999/2000**

*Bay City Public Schools*

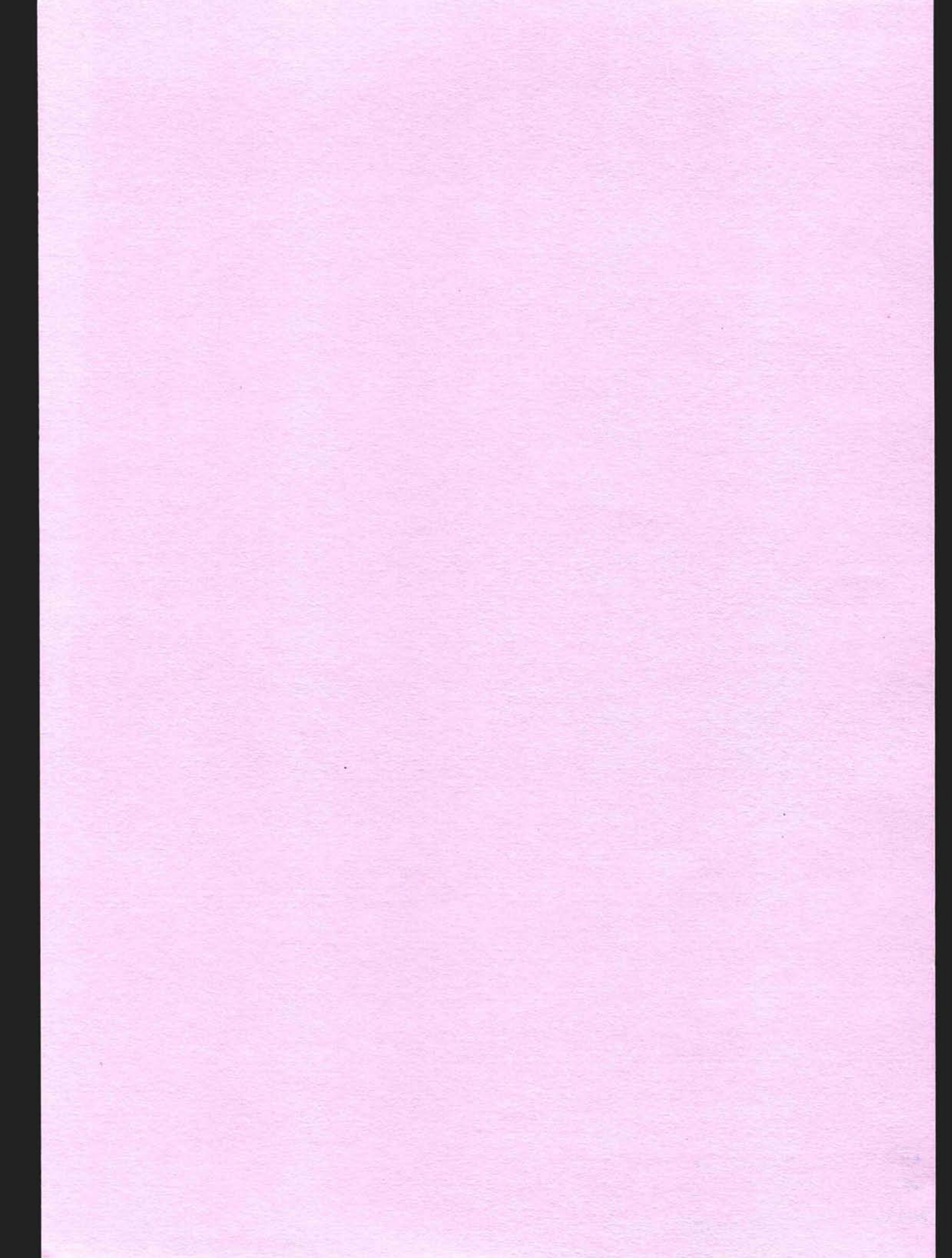


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1.00 PREAMBLE

1.10

This Agreement, entered into this 1st day of September, 1997, by and between the Board of Education of the School District of the City of Bay City, Michigan, hereinafter called the "Board," and the Bay City Association of School Administrators, hereinafter called the "Association."

WITNESSETH:

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

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

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

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

2.00 RECOGNITION:

2.10 MEMBERSHIP:

The Bay City Board of Education recognizes the Bay City Association of School Administrators as the sole and exclusive representative for all administrative personnel in the classifications of Principal; Assistant Principal; certified directors including but not limited to Director of Adult Education, Director of Community Education, Assistant Director of Adult Education, Assistant Director of Community Education, Director of Special Education, Director of Title I Services, Director of Transportation and Safety/Driver Education, Director of Gifted/Talented, Director of Bilingual/Migrant Program. Other administrative positions will be included in the Association provided such position or positions are deemed to be essentially in the normal categories included herein by the parties hereto.

2.20 EXCLUSIONS:

The Bargaining unit shall not include: Superintendent of Schools, Director of Human Resources, Director of Business and Finance, Executive Director of Elementary Instruction, Executive Director of Intermediate Instruction, Executive Director of Secondary Instruction, Director of Pupil Personnel Services/Research and Evaluation, Administrative Assistant for Personnel, Administrative Assistant for Maintenance of School Facilities, teachers and other non-instructional non-administrative Administrators.

### 3.00 ADMINISTRATIVE CONTRACTS

#### 3.10 EVALUATION

Any Administrator who receives a satisfactory evaluation shall be considered as being on a two-year contract which is renewed yearly. An Administrator placed on probation under the provisions of Article 9.00 will not have the two-year contract renewed and will be operating on the second year of his/her contract period. The two-year contract will be reinstated when the Administrator receives a satisfactory evaluation.

#### 3.15

Should the Administrator not be evaluated as provided herein, the Administrator's efforts and professional services shall be deemed conclusively to be at least satisfactory in all respects and for all purposes, subject to termination only as provided in the provision for reduction in administrative staff provided in Article 17.00.

#### 3.20 TENURE AS A TEACHER

Administrators, by Board action and pursuant to Section 1 of Article 3 of the Michigan Tenure Act, shall not be included under the provisions for continuing tenure as administrators. However, the Administrator is included in those provisions of the statute relative to his tenure as a teacher.

#### 3.30

Every Administrator who has satisfactorily completed the probationary period under the Michigan Tenure Act shall have tenure as a teacher in the Bay City Public Schools. Any necessary reduction of Administrative personnel shall mean the Administrator so affected will, if he/she has sufficient seniority as a teacher, be reassigned to a teaching position for which he/she is certified and qualified, unless he/she becomes eligible for involuntary transfer to another administrative position. Any such necessary involuntary reassignment of position shall not contravene the Administrator's right to his/her contractual salary for the following contractual year if such reassignment comes after June 30.

### 4.00 RIGHTS OF THE ASSOCIATION

#### 4.10

The Board hereby agrees that Administrators covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Administrator in the enjoyment of any rights conferred by laws of the State of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association



or collective professional negotiations with the Board, or his/her institution of any grievances or appeals or procedure under this Agreement or otherwise with respect to any terms or conditions of employment.

4.20

The Board specifically recognizes the right of its Administrators appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

4.30

The Association shall continue to have the right to use school building facilities at all reasonable hours for meetings subject to scheduling by the Principal. Designated bulletin boards, school mail and other established media of communication shall be made available to the Association and its members.

4.40

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits, register of certificated and/or supervisory personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, census and membership data, names and addresses of all Administrators and such other information as is necessary to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the schools and their students, together with any information which may be necessary for the Association to process any appeal or complaint. The Sick Leave register shall be available to designated representatives of the Association.

4.50

The Board shall advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, State or Federal funds, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to their adoption and/or general publication. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all or parts of the annual budget of the School District resides exclusively with the Board, and during the terms of this Agreement shall not be subject to negotiation with the Association, nor subject to any proceeding under the appeal procedure.

4.60

The rights granted herein to the Association shall not be granted or extended to any competing collective bargaining organization.

4.70

The private and personal life of any Administrator is not normally within the appropriate concern or attention of the Board. However, if an incident arises, that in the opinion of the superintendent would be detrimental to professional performance or to the District, the Superintendent may exercise his/her administrative prerogatives. Any action taken against such Administrator shall be subject to the appeal procedure, where applicable.

4.80

The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, marital status, or handicap.

4.90

Any member has the option of voluntarily returning to a classroom assignment. This assumes appropriate tenure and certification status. Any Administrator requesting transfer to a classroom shall present the request in writing, indicating the type of assignment preferred, to the Director of Human Resources or his/her designee, by March 15.

#### 5.00 RIGHTS OF THE BOARD OF EDUCATION

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including the determination and administration of policy; the operating of the school; the management and control of school properties, facilities, and equipment; and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.

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

#### 6.00 BOARD SUPPORT AND ENCOURAGEMENT

6.10 The Board, recognizing that Administrators frequently are exposed to situations of great stress and pressure, hereby agrees to render to its Administrators full encouragement and support when they are acting within the scope of their employment.

6.20

The Board shall make every effort to provide adequate support personnel to assure the safety of all students and staff supervised by each Administrator to protect the District's property for which the Administrator is responsible and to provide budget allocations sufficient to carry out the program for which he/she is held responsible.

6.30

The Board agrees to provide: (a) liability protection to cover any possibility of loss resulting from litigation against the School or the Administrator for any actions and/or job performance that are job-related, and (b) secretarial services for any periods the Administrator is expected to be in his/her building, if requested by the Administrator, the need for such services being subject to review by a three member ad hoc committee comprised of two (2) Association representatives and one (1) Central Office representative.

6.40 PROFESSIONAL GROWTH:

It is recognized that it is necessary for school Administrators to participate in programs that will improve their knowledge and abilities to function in their respective positions. The Board of Education has a responsibility to facilitate the professional improvement of its staff. The Board of Education agrees to reimburse an Administrator for expenses for travel, lodging, meals, fees and other expenses to participate in seminars, workshops, or conferences, and for professional memberships and publications that have the prior approval of the appropriate Supervisor.

6.50

Each Administrator shall be entitled to reimbursement for:

Professional membership dues to one state organization and one national organization on a yearly basis, as approved by an appropriate Supervisor.

7.00 PAYROLL DEDUCTIONS AND PROFESSIONAL DUES

7.10

Any Administrator who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its Affiliates as determined by the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct such dues in twenty (20) equal payments on regular pay days falling within the regular school year. Deductions for Administrators employed after the commencement of the school year shall be appropriately pro-rated.

7.20

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

7.30

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

#### 8.00 ADMINISTRATOR APPRAISAL

8.05

It is a recognized responsibility of the Board to evaluate the performance of its Administrators.

8.10

Each Administrator shall be evaluated annually; this evaluation to be completed by March 15.

8.15

Responsibilities for which an Administrator is to be evaluated will be defined by a job description.

8.20

Accountability for compliance with Administrative instructions, directives, or memorandums shall be based only on communications from the Superintendent or other Administrators to which the Association member has direct line responsibility.

8.25

No Administrator shall be disciplined, suspended, reduced in classification or pay, or dismissed except for just cause. Just cause shall include the following illustrative conduct: willful disregard of Board Policies for the term of this Agreement, dishonesty, incompetence, insubordination, or unprofessional conduct.

8.30

The evaluation of the work of all Administrators is a responsibility of the Superintendent or one of his/her designees. In order that each Administrator may be aware of his/her strengths and weaknesses, a written evaluation will include: (a) a statement of strengths and deficiencies, (b) a statement of the improvement desired, and (c) a reasonable time period in which specific improvements are expected.

8.35

Procedures and instruments in effect are exhibited in Appendix "B." Any recommendations for revision are to be submitted to the Superintendent by June 30.

8.40

An Administrator rated less than satisfactory at the end of the school year may be placed on probationary status for the succeeding school year and shall be retained at full

salary. The decision to restore the Administrator to satisfactory status, continue the probationary status for another year, or terminate the Administrator's services will be made by March 15 of the school year following the year the "less than satisfactory" evaluation was received, and the Administrator shall be notified in writing immediately.

#### 8.45

If the Board determines that it shall not continue to employ an Administrator in his/her position as an Administrator, the Board shall give written notice of that fact and shall provide in writing within three (3) working days of the decision, the reasons for its determination, such reasons to be based on performance following previous evaluations. If requested by the Administrator or the Association, the Board shall forthwith provide the Administrator with the opportunity to present his/her position to them in regards to those reasons. Should it be determined by the Board that the reasons proffered for a non-continuance of employment as an Administrator do not constitute just cause for said action, the Administrator shall be entitled to be retained in position under this contract, or if expired under renewal thereof.

#### 8.50

Each Administrator shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the Administrator's request, accompany the Administrator in such review. The review will be made in the presence of the person responsible for the safekeeping of such file. The member may challenge any materials in the file. If the accuracy or completeness of the file is contested by the member, he/she may provide a written statement and any other relevant materials and ask that these be added to his/her personnel file. Any materials added to the personnel file shall be signed and dated.

#### 8.55

Actions taken for the purpose of observing, monitoring, or evaluating the performance of an Administrator shall be conducted openly and with the full knowledge of the Administrator.

#### 8.60

Any complaints of a serious nature brought by a citizen, other Administrators, or member of the Board of Education shall be promptly called to the Administrator's attention.

### 9.00 APPEAL PROCESS

#### 9.10 DEFINITION:

The term "appeal" shall be interpreted to mean a complaint by an Administrator or by the Association in its own behalf that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

9.20 PROCEDURE:

(Deadlines mentioned in the following procedures can be extended by mutual consent of the parties.)

9.21 STEP ONE -- INFORMAL PROCEDURES:

It is agreed that prior to proceeding with an appeal under Step Two, an Administrator shall transmit to his/her immediate supervisor any concern he/she may have with a view toward resolving the matter at that level.

9.22 STEP TWO

If the problem has not been solved or the concern resolved to the satisfaction of the aggrieved, an Administrator may present his/her complaint in writing to the Director of Human Resources or the appropriate supervisor. The appropriate supervisor shall within five (5) school days schedule and hold a conference in an attempt to resolve the complaint. Participating in the conference shall be the Director of Human Resources, appropriate supervisor and the aggrieved member of the Association and another member of his/her choosing. A written decision on the matter shall be provided by the Director of Human Resources involved and given to the aggrieved Administrator and the Association within ten (10) working days following the conference.

9.23 STEP THREE

If the aggrieved Administrator desires to pursue the complaint further, he/she must appeal in writing to a committee to be activated by the Superintendent within ten (10) working days after receiving the request and a copy of the decision rendered under Step Two of this procedure. The committee shall consist of three members selected by the Association and three members selected by the Superintendent. This committee will transmit its recommendation for a solution to the complaint to the Superintendent within ten (10) working days.

9.24 STEP FOUR

The Superintendent will consider the recommendation and render a decision relative to the appeal within five (5) days.

9.25 STEP FIVE

If the decision reached in Step Four is not acceptable to the Association or the aggrieved member, either may within ten (10) working days, submit the grievance to arbitration through the American Arbitration Association.

Arbitration of a grievance arising from the provision of this Agreement or an alleged violation thereof will be final and binding. Costs of such arbitration shall be borne equally by the Board and the Association and/or grievant involved.

9.26

Appeal of a Board decision to terminate employment as an Administrator due to unsatisfactory performance is exempt from arbitration and is limited to processes outlined in Article 8.45.

## 10.00 COMPENSATION

10.10

The salaries of Administrators covered by this Agreement are set forth in "Appendix A" which is attached to and incorporated in this Agreement.

10.20

The compensation schedule is based on a normal five-day work week, and the annual compensation shall be paid in twenty-six (26) bi-weekly installments. It is understood that administrative responsibilities will sometimes require time beyond the normal five-day work week, and this additional time is not subject to added pay unless it is the result of altered job responsibilities.

10.30

When an Administrator earns added degrees or credits or for some reason becomes eligible for increased compensation, adjustments to salary shall be made within thirty (30) days of the receipt of the application and necessary documentation. The application for salary adjustment will be furnished through the Office of the Director of Human Resources and must be filed within ninety (90) days of the completion of the required courses. Adjusted pay will be retroactive to the completion of the necessary credits.

10.40

Credits earned prior to the completion of the Master's degree cannot be applied to any MA plus 30 schedule. Hours beyond the Master's degree must be concentrated in the educational field, plant or personnel management, or in one of the disciplines taught in the public school.

10.50

Approved school related mileage expenses shall be reimbursed at the IRS rate.

10.60 SEVERANCE PAY:

At any time an Administrator having ten (10) or more years of service to the District shall leave the employ of the District for reasons other than retirement under 10.80, he/she shall receive severance pay of two hundred dollars (\$200) for each year of service but not to exceed six thousand dollars (\$6,000), plus severance pay prorated at current salary for every day of accumulated sick leave over sixty (60) days but not to exceed nine thousand dollars (\$9,000).

10.70

Any person appointed to an "acting" capacity, either by title or function, for any position represented by the Association shall be compensated according to the terms of this Agreement.

10.75 RESPONSIBILITY FACTORS:

Responsibility Factors will be assigned which will be used to determine pay for performance incentives. See Appendix "D" for the appropriate factors. All decisions made by the Superintendent will be final and are not subject to the appeal process. Members that are denied compensation though, will be afforded the opportunity to meet with the Superintendent on an individual basis to discuss their particular circumstance.

10.80 RETIREMENT BENEFITS

An Administrator who has at least fifteen (15) years of Bay City Public Schools service and who retires under the Michigan Public School Administrators Retirement System (MPSERS) shall receive a retirement benefit in accordance with the following terms and conditions:

He/she shall notify the Director of Human Resources of an intent to take an early retirement by May 1 prior to the school year or December 1 prior to the second semester of such early retirement.

10.81

To receive the full retirement benefit that the Administrator qualifies for, the Administrator shall retire prior to the beginning of the next school year after the date the Administrator became eligible to retire under MPSERS. However, for purposes of the retirement benefit contained in this Article, years of service credit shall mean thirty (30) years of actual Michigan service credit, including out of state purchased service credit if any, but excludes non-teaching purchased service credit such as, but not limited to, universal (generic), military, child rearing, Peace Corps, or VISTA. Such non-teaching purchased service credit, however, may be, but does not have to be, used by an Administrator with less than thirty (30) years of actual Michigan and/or out of state purchased service credit to meet or exceed the MPSERS retirement requirements without reducing the Administrator's early retirement benefits provided in this Article. In addition, for an Administrator in the MPSERS Member Investment Plan (MIP) the reduction in Articles 10.850, 10.851, or 18.853 shall become initially effective only after the Administrator is age 55 with thirty (30) years of actual Michigan Teacher Service Credit, including out of state purchased service credit if any.

An Administrator who is able to retire under any other MPSERS Provision such as but not limited to disability or who has at least ten (10) years of service and is age 60 is an Administrator who meets the requirements to be eligible for retirement.



However, for purposes of the retirement benefit contained in this Article, an Administrator who is eligible to retire under MPSERS after age 55 but before age 60 and who has less than 30.0 years of credit service and with credit service in each of the 5 school fiscal years immediately preceding the retirement allowance effective date shall not suffer the reduction in Articles 10.850, 10.851, 10.852, or 10.853. Such reductions shall be initially effective if the Administrator does not retire prior to the beginning of the school year after the Administrator becomes age 60. Such Administrator will be an Administrator who meets the requirement to be eligible for retirement when the Administrator is age 60.

10.82

An Administrator who retires prior to the beginning of the next school year after the date the Administrator became eligible for retirement and:

10.820

Who has averaged four (4) or less personal sick day usage per school year shall receive forty-eight thousand dollars (\$48,000)

10.821

Who averaged more than four (4) but six (6) or less personal sick day usage per school year shall receive forty-six thousand dollars (\$46,000).

10.822

Who has averaged more than six (6) but eight (8) or less personal sick day usage per school year shall receive forty-three thousand dollars (\$43,000).

10.823

Who has averaged more than eight (8) personal sick day usage per school year shall receive thirty-eight thousand dollars (\$38,000).

10.83

Personal sick day usage prior to the 1974-75 school year shall not be included in averaging an Administrator's personal sick day usage per school year.

10.84

Personal sick day usage caused by long term, catastrophic illness, injury or incapacitation, as verified by doctor's statement, shall not be included in calculating the above personal sick day usage averages.

10.850

The retirement benefit for any Administrator whose effective retirement date is after the beginning of the next school year following the date the Administrator became eligible for retirement but before the beginning of the second school year shall be reduced by five thousand dollars (\$5,000.00).

For Example:

\$48,000.00 - \$5,000.00 = \$43,000.00 retirement benefit  
\$46,000.00 - \$5,000.00 = \$41,000.00 retirement benefit  
\$43,000.00 - \$5,000.00 = \$38,000.00 retirement benefit  
\$38,000.00 - \$5,000.00 = \$33,000.00 retirement benefit

10.851

For an Administrator whose effective retirement date is after the beginning of the second school year following the date the Administrator became eligible for retirement but before the beginning of the third school year, the retirement benefit will be reduced by ten thousand dollars (\$10,000.00).

For Example:

\$48,000.00 - \$10,000.00 = \$38,000.00 retirement benefit  
\$46,000.00 - \$10,000.00 = \$36,000.00 retirement benefit  
\$43,000.00 - \$10,000.00 = \$33,000.00 retirement benefit  
\$38,000.00 - \$10,000.00 = \$28,000.00 retirement benefit

10.852

For an Administrator whose effective retirement date is after the beginning of the third school year following the date the Administrator became eligible for retirement but before the beginning of the fourth school year, the retirement benefit shall be reduced by twenty thousand dollars (\$20,000.00).

For Example:

\$48,000.00 - \$20,000.00 = \$28,000.00 retirement benefit  
\$46,000.00 - \$20,000.00 = \$26,000.00 retirement benefit  
\$43,000.00 - \$20,000.00 = \$23,000.00 retirement benefit  
\$38,000.00 - \$20,000.00 = \$18,000.00 retirement benefit

10.853

For an Administrator whose effective retirement date is after the beginning of the fourth school year following the date the teacher became eligible for retirement, the retirement benefit shall be reduced by thirty thousand dollars (\$30,000.00).

For Example:

\$48,000.00 - \$30,000.00 = \$18,000.00 retirement benefit  
\$46,000.00 - \$30,000.00 = \$16,000.00 retirement benefit  
\$43,000.00 - \$30,000.00 = \$13,000.00 retirement benefit  
\$38,000.00 - \$30,000.00 = \$8,000.00 retirement benefit

10.854

For an Administrator whose effective retirement date is after the beginning of the fifth school year following the date the Administrator became eligible for retirement, the retirement benefit shall be reduced by forty thousand dollars (\$40,000.000).

For Example:

\$48,000.00 - \$40,000.00 = \$8,000.00 retirement benefit

\$46,000.00 - \$40,000.00 = \$6,000.00 retirement benefit

10.86

The retired Administrator shall receive the amount in equal bi-monthly installments over a ten year (10) period. The equal bi-monthly installments shall be remitted to the retired Administrator on the off-pay Friday, beginning with the first off-pay Friday of the next school year or if the Administrator's retirement is effective during a school year, the first off-pay Friday following the first full month after the effective date of retirement.

The ten year equal bi-monthly installments may be modified to less than a ten (10) year period at the discretion of the Administration. The decision of the Administration shall be final and shall not be subject to the grievance procedure.

10.87

In the event a retired Administrator dies prior to receiving all the installments, the retired Administrator's beneficiary(ies) shall receive the remaining installments. Upon retiring, the Administrator shall submit the name(s) of the beneficiary(ies), in writing, to the Personnel Office.

10.88

To implement this early retirement benefit, Administrators who became eligible to retire prior to the 1994-95 school year and who retire prior to the beginning of the 1995-96 school year shall suffer no reductions in their retirement benefits. However, if they do not retire prior to the beginning of the 1995-96 school year, the reductions in Articles 10.850, 10.851, 10.852, and 10.853 shall be fully applicable as follows:

<u>School Year Adm. Became Eligible to Retire</u>	<u>Adm. Retires Prior to School Year:</u>	<u>Retirement Benefit Reduced by:</u>
Prior to & during 1990-91	1995-96	\$ 0
	1996-97 or thereafter	\$33,000
1991-92	1995-96	\$ 0
	1996-97 or thereafter	\$33,000

1992-93	1995-96	\$ 0
	1996-97	\$30,000
	1997-98 or thereafter	\$33,000
1993-94	1995-96	\$ 0
	1996-97	\$20,000
	1997-98	\$30,000
	1998-99 or thereafter	\$33,000

For Administrators who become eligible to retire after the 1994-95, 1995-96, and 1996-97 school years, reductions in Articles 10.850, 10.851, 10.852, and 10.853 shall be fully applicable as follows:

<u>School Year Admin.</u> <u>Became Eligible to Retire</u>	<u>Admin. Retires Prior</u> <u>to School Year:</u>	<u>Retirement Benefit</u> <u>Reduced by:</u>
1994-95	1997-98	\$20,000.00
	1998-99	\$30,000.00
	1999-2000	\$40,000.00
1995-96	1997-98	\$10,000.00
	1998-99	\$20,000.00
	1999-2000	\$30,000.00
1996-97	1997-98	\$ 5,000.00
	1998-99	\$10,000.00
	1999-2000	\$20,000.00

## 11.00 VACANCIES, PROMOTIONS AND TRANSFERS

### 11.10

Currently employed Administrators shall be given first consideration in appointments to administrative or teaching positions for which they apply.

### 11.20

All vacancies or newly-created positions available to members of the Association shall be posted in the posting newsletter as they occur, but not less than ten (10) days prior to the deadline for filing, also, existing vacancies will be advertised in The Bay City Times on the first day of July and the first day of August. The Board will provide the Association with a copy of all postings in the newsletter or The Bay City Times when the copy is presented to the printers for production and publication.

11.30

Any administrative vacancy or new position shall be filled permanently only after it has been dually posted with the Association.

11.40

Since both parties to this Agreement agree that the District and the schools it operates are entitled to be operated by Administrators who are fully qualified and competent within their areas, the filling of administrative vacancies shall be governed by the Board's careful consideration of the following factors: certification; experience; competence; qualifications, both personal and educational; length of satisfactory service to the District; and other pertinent factors. In arriving at its judgment as to the successful candidate, the Board shall consider objective as well as subjective factors and shall not arrive at a judgment which reflects a showing of arbitrariness, discrimination or abuse of discretion.

11.50

For the purpose of this Agreement, "length of service with the District" shall run from the date of the individual member's signing of his/her first contract of employment with the District. The Contract date which controls length of service to the District shall be the earliest contract commencing a period of continuous employment, including authorized leaves. "Length of service as an Administrator" shall include all periods a member of the Association has held any of the positions indicated in the section on "Recognition," Article 2.00, or periods served in an "acting" capacity for any of these positions.

11.60

When it becomes necessary to transfer an Administrator from one assignment to another, it is agreed that the Administrator affected shall be notified of such change in writing by June 30. The Association is to receive copies of such notification.

11.70

Any BCASA administrator involuntarily transferred to another BCASA position for which compensation is less shall be guaranteed the compensation of his/her present position until compensation for the position to which the administrator is transferred "catches up" to his/her present compensation.

11.80

An Administrator may file with the Director of Human Resources a letter requesting a transfer to another administrative or teaching position. Such letter shall be considered a standing letter of application to be considered whenever such vacancies occur.

## 12.00 SICK LEAVE AND SICK LEAVE BANK

### 12.05

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

### 12.10

Sick leave allowance shall be accumulated by each Administrator at the rate of eight (8) days per semester, and there shall be no limit upon the amount of sick leave so accumulated by each Administrator. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

### 12.15

If there is a question or doubt regarding the illness of an Administrator, the Superintendent may require a doctor's statement verifying the illness or may require the Administrator to submit to a medical examination before sick leave pay is allowed or the Administrator may return to work.

### 12.20

Any Administrator who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness and the difference shall be charged against sick leave. The Administrator shall receive his/her full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

### 12.25

To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established for all Administrators of the District, and each Administrator covered by this Agreement shall participate as follows:

### 12.30

On September 6, 1966, each Administrator contributed one (1) day of his Sick Leave to the Bank. The Board of Education, in order to establish the Bank in the school year 1966-67, donated to the Bank 400 sick days. New Administrators shall contribute one sick leave day to the Bank from their first sick leave allowance.

### 12.35

When the Sick Leave Bank falls below 2,000 days, the Board shall assess each Administrator the number of days of his/her sick leave necessary to insure the Sick Leave Bank days to a minimum of two thousand five hundred (2,500) days. The number of sick leave days assessed to each Administrator shall be the same.

12.40

Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.

12.45

Upon depletion of a member's own personal accumulated sick leave, he/she must wait an additional fifteen (15) calendar days before drawing from the Bank. School days in the fifteen day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.

12.50

Any Administrator on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Superintendent's office.

12.55

A maximum of 180 days may be granted per appeal from the Bank.

12.60

Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.

12.65

Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

12.70

If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine if the illness or injury is valid. The Appeal Board will require such examination if requested to do so by the Superintendent.

12.75

The Appeal Board may grant or suspend sick days from the Bank. Their judgment and/or decisions will be final.

12.80

The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the president of the Administrator's Association, the president of the non-teaching organizations, and the Superintendent or his/her designee.

12.85

No Administrator will be credited with sick leave allowance while drawing from his/her own accumulated sick leave or the Sick Leave Bank until he/she has reported back to work.

12.90

An annual report of the Sick Leave Bank will be published in the "Superintendent's Newsletter," including the statement of the number of days granted from the Bank, the number of days remaining in the Bank, and the cost of the days granted.

## 13.00 INSURANCE PROTECTION

13.05

Pursuant to the authority set forth in Section 1255 of the School Code of 1976, as amended, the Board agrees to furnish all Administrators in the bargaining unit the following insurance protection.

13.10

Group term life insurance coverage in the amount of \$50,000 and \$50,000 AD&D, in addition to the coverage provided in Article 14.20.

13.15

Complete family health care protection for a full twelve-month period, benefits through MESSA Super Care 1 insurance protection without cost to the administrator.

13.20

Full family dental insurance for a twelve month period through MESSA Dental Insurance Program, Plan E (80/80). The Board reserves the right to self-insure, guaranteeing no less than the benefits and specifications provided by MESSA Dental Program, Plan E (80/80). There shall be no interruptions in benefit coverage, etc. because of a change to self-insurance.

13.25

If both husband and wife are employed by the District, as between two spouses, they may carry only one hospitalization and one dental insurance policy between them.

13.30

Any additional options offered by insurance carriers will be available on an optional basis at the Administrator's expense. In addition, administrators shall be afforded insurance benefits commensurate with any contractual improvements granted to the members of the Bay City Education Association if such benefits are over and above those otherwise outlined in this section 13.00.

13.35

Association members may elect hospitalization insurance if his/her spouse who was previously covered by fully paid MESSA or other such hospitalization coverage elsewhere died, retired, or otherwise lost benefit of such hospitalization coverage for reasons beyond his/her control. Such Administrator would then be permitted to apply for



health insurance benefits through the Board on the usual terms and conditions prescribed by the insurance companies.

13.40

An administrator who is covered by his/her spouse's health insurance and who chooses not to be provided with health care protection (MESSA Super Care 1) shall have the option of selecting (1) an additional \$5,000 life insurance policy beyond that provided for administrators in Section 14.10 OR (2) an annuity of \$100.00 per month toward a plan currently payroll deducted by the Board.

13.45

Full Family Vision Care - Reimbursement for eighty per-cent (80%) of reasonable and customary cost incurred by Association members, their spouses, and/or members of their immediate family under the age of nineteen (19) for the following:

- I. Examination;
- II. Regular lenses;
- III. Bifocal lenses;
- IV. Trifocal lenses;
- V. Frames;
- VI. Lenses

Examinations, frames and one set of corrective lenses (regular glasses, prescription sun glasses, photo-gray lenses, or contact lenses) will be provided once in a twelve (12) month policy year (July 1 to June 30 of the following year) for each eligible member of the family.

13.50

The Board will provide complete liability insurance to completely cover any possible losses resultant from litigation against the Administrator for any actions related to his/her job assignment.

13.55

The Board will provide assurance of complete compensation over and above the losses covered by the Administrator's personal insurance for any on-site, job-related damage or destruction of personal property, such as (1) means of transportation, (2) clothing, (3) eyeglasses, (4) time-pieces, and (5) equipment which is frequently used in the normal fulfillment of the person's administrative duties and which has not been furnished by the District.

13.60

Possible modifications in provisions for Family Health Care Protection and/or Article 13.40:

Any modifications in Family Health Care Protection provided Administrators in other associations of certificated personnel in the District will be incorporated into this Agreement to the extent that they do not impact provisions other than those in Article 13.40. Any language to incorporate such possible modifications of Article 13.40 is to be mutually developed and agreed to by representatives of the Board and the Professional Negotiations Committee of the Association.

13.65

Association members will be covered under the District Disability Plan #1 and will have the option of purchasing additional coverage under Plan #II.

14.00 LEAVES AND RELEASED TIME

14.05 RELEASED TIME:

For the individual Administrator, released time for such things as personal business, emergencies, illness or death in the family, jury duty, professional growth experiences, and other such conditions which might require time away from this assignment shall be granted without loss in pay or benefits through arrangement with the immediate supervisor. The Director of Human Resources shall be notified in all instances, and whenever possible, prior to the absence.

14.10 LEAVES OF ABSENCE:

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

14.11

Any Administrator whose personal illness extends beyond the period compensated under Article 12.00 shall be granted a leave of absence without pay for the remainder of the contract year. If less than three (3) months of a contract year remains, an additional year may be granted if application is made by July 1. Upon return from leave, the Administrator shall be assigned to, if available, the same position or a substantially equivalent position and shall return with all seniority and privileges enjoyed at the time the leave was granted and shall advance to the next step of any existing salary schedule his/her length of service would warrant.

14.12

Leaves of absence without pay, up to one year, may be granted upon application for the purpose of study and research or any reason of importance to the Administrator. An Administrator shall return from such leave with seniority, sick leave, and terminal pay/leave accumulations enjoyed at the time the leave was granted, and he/she shall advance to the next step on any existing and appropriate salary schedule. Dates for such leaves shall be mutually agreed upon to avoid disruption of operations.

14.13

A maternity/paternity leave of one (1) year shall be granted without pay. Extension may be granted for one additional year upon application in writing prior to March 1. An Administrator adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. An Administrator returning from leave provided in this paragraph shall be placed on the next step of the appropriate salary schedule and shall return with seniority and benefit accumulations enjoyed at the time the leave was granted.

14.14

Leave of absence shall be granted up to two (2) years to any Administrator who enlists in the Peace Corps as a full time participant. Such Administrator shall be restored to employment with the District and shall be given the benefits of any increments and seniority which would have been credited to him/her had he/she remained in active service with the school system, provided however, that such Administrator shall make application for re-employment within ninety (90) days after discharge from the Peace Corps; and provided further that such Administrator reports for this assignment at the outset of the semester immediately following such discharge from service. Sick leave and terminal pay/leave accumulations shall be the same as enjoyed at the time the leave was granted.

14.15

Military, Reserve, or National Guard leaves of absence shall be granted to any Administrator who shall be inducted or called or shall enlist for military duty to any branch of the Armed Forces of the United States until the expiration of the first enlistment or the duration of the emergency. Such Administrator shall be restored to employment with the District and shall be given the benefit of any increments and seniority, provided however, that such Administrator shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further that such Administrator reports for his/her assignment at the outset of the semester immediately following such discharge from service. Sick leave and other accumulations shall be the same as enjoyed at the time the leave was granted.

14.16

Administrators who are officers of any affiliate of this Association, upon proper applications, shall be given leave of absence for the term of office without pay, and Administrators who are appointed to its staff, upon proper applications, shall be given leave of absence for one (1) year without pay for the purpose of performing duties of said Affiliate. Administrators given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank or assignment and shall accumulate seniority. Sick leave and other accumulation of benefits shall be the same as enjoyed at the time the leave was granted.

14.17

An Administrator elected or selected for a full time public office which takes him/her from his/her normal duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office. Such an Administrator shall return with all such leave accumulation and seniority enjoyed at the time the leave was granted.

14.18

It is recognized that an Administrator has the right to serve in, or be elected to, public office less than full time. However, such services shall not be permitted to interfere with the educational process and said Administrator's contractual obligation.

14.20 SABBATICAL LEAVE:

The Sabbatical Leave Policy is designed to provide opportunity to engage in professionally related experiences which will promote growth in the human, conceptual, or technical skills required of an effective educator.

14.21 QUALIFICATIONS:

The applicant must possess a life or permanent certificate valid in the State of Michigan. The applicant must have been employed in the Bay City School District for at least seven (7) consecutive years, the last three (3) of which should have been in an Administrative position. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total years required by this qualification. The applicant must not have been granted a Sabbatical Leave of absence from the Bay City School District during the last seven (7) consecutive years of service immediately preceding the current application. The applicant must sign a promissory note upon an agreement to return to service with the Bay City Public School District immediately upon termination of the Sabbatical Leave and continue in such service for a period of one (1) year, unless causes beyond his/her control prevent him/her from doing so, or he/she will refund any compensation received during the Sabbatical Leave from the Bay City School District. In the event of extenuating circumstances, the Board of Education may waive any obligation to refund compensation.

14.22 APPLICATION

Applications for leave of absence shall be filed at least six (6) months in advance with the office of the Superintendent. For leave beginning second semester, applications shall be filed by April 1 of the previous calendar year. Applicants requesting Sabbatical Leave shall be notified within sixty (60) days as to the status of their application. Applicants for Sabbatical Leave shall include with their application forms an outlined plan for the period requested for Sabbatical Leave. This plan shall be indicated on the application form or as an attached statement, and shall include details of the project (research, writing, travel) to be pursued independently by the applicant.

#### 14.23 COMPENSATION

A Sabbatical Leave of Absence approved for any portion of a year will carry an allowance of one-half of the contractual salary for that period of time subject to such deductions as are required by law, Board of Education regulation, or Administrator election. A Sabbatical Leave of Absence approved for the year will carry an allowance of half of the annual contractual salary subject to such deductions as are required by law, Board of Education regulations or Administrator election. An Administrator granted such leave shall advance on the salary schedule as if he/she had been working in the District.

#### 14.24 STATUS WHILE ON SABBATICAL LEAVE

An Administrator on Sabbatical Leave shall be provided: full insurance benefits provided by this Agreement, Life Insurance, Dental Insurance, Health Insurance, and Vision Insurance. Full time employment by the recipient of Sabbatical Leave shall be prohibited. This does not, however, preclude the recipient accepting grants, fellowships, or remuneration for part time work of any sort which does not interfere with the outlined Sabbatical plan. Administrators shall be responsible for notifying the Payroll Department of the Bay City Public School District as to the place to which payroll checks should be addressed during the period of Sabbatical Leave. Any other benefits to be extended to an individual shall be mutually agreed upon by the individual being released and the Board of Education.

#### 14.25

Status on return from Sabbatical Leave: An Administrator returning from Sabbatical Leave shall be restored to his/her former administrative position. Vacancies created by Sabbatical Leave shall be filled on a temporary basis.

#### 14.26 REVIEW COMMITTEE

All applications for Sabbatical Leave shall be reviewed for recommendation to the Superintendent by a committee composed of six (6) members. Three (3) of these shall be appointed by the Association and three (3) of these shall be appointed by the Superintendent. The committee shall consider the following criteria: (a) merit of the applicant's proposal program, (b) the applicant's length of service in the Bay City School District, (c) distribution from the areas of elementary, secondary, or special areas in the administrative staff.

#### 14.27 SELECTION

The Superintendent shall make the final selection from the list submitted by the Review Committee. No more than one (1) administrator shall be granted Sabbatical Leave upon application, recommendation, and approval in any one year.

#### 14.28

An Administrator having been duly granted leave under the provisions of this Agreement must apply for re-employment on or before March 1 prior to the school term in which re-employment is desired, unless specific provisions of the leave stipulate otherwise.

## 15.00 REDUCTION OF ADMINISTRATIVE STAFF

### 15.10

In order to adjust to program reduction, declining enrollment, or financial problems, the Board has the right to lay off Administrators within the provisions of this Agreement. The prerogative of the Board to lay off Administrators as provided for in this Article supersedes any rights to a second year of employment as an Administrator which may be granted by this contract, and in particular by Article 3.10.

### 15.20

Before the Board makes a decision to reduce or eliminate Administrative positions and/or lay off Administrators covered by this Agreement, it will by March 1, notify, in writing, the Association of such possible action. Such notification will include: the alternative(s) being considered, supporting data, and a statement of rationale. The Association may, by March 22, present, in writing, its reactions or counter proposals to material received. Prior to any reduction plan being adopted, the Board or its representatives will meet with the Association at least once and will respond in writing to any Association materials it submitted prior to or by March 22.

### 15.30

In any necessary reduction of certified District personnel for reason other than unsatisfactory performance, any Administrator who is covered by this Agreement and is employed as an Administrator as of September 1, 1977, will remain in the employ of the District in positions covered by this Agreement as long as his/her years of certificated service to the District are greater than those of any other certificated Administrator. Any person placed in an Administrative position after September 1, 1977, will remain in the employ of the District as long as his/her length of service in the District is greater than the average length of service of certificated personnel who are laid off\* between the last day of service in a contract year and the first day of service in the following contract year. No lay off will be made until the District has worked out with the Association all possible reductions via normal attrition, voluntary return to the classroom, resignation, reassignment to another position or retirement.

\*For purpose of provisions of this Article "laid off" is defined as "A person who was employed or was on leave of absence at the close of a previous school year, who has not left the District voluntarily or has not been terminated because of unsatisfactory performance, and who is not employed by the District at the beginning of the following year because of action taken by the District."

### 15.40

Determination of persons to be retained shall be based on the following criteria used in the sequence listed: (1) necessary certification, (2) number of years served as an Administrator in the Bay City School District, (3) number of years served in the Bay City School District in any Administrator capacity, and (4) highest degree held.

15.50

Individual Administrators to be removed from Administrative positions shall receive written notice sixty (60) calendar days prior to the end of the student school year. Such lay off shall not become effective until September 1.

15.60

The sixty-day notice provision can be waived by mutual agreement between the Board and the Association.

15.70

Recall of any Administrator who has been reassigned to other positions, or who have been laid off, shall be according to criteria in Article 15.40 of this Agreement.

16.00 WORK YEAR

16.10

All Administrators are fifty-two (52) week Administrators, the employment year beginning September 1 and ending August 31.

16.20

Holidays include: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and Independence Day.

16.30

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

Category 1: Fifty-two (52) week assignment with twenty (20) days vacation, with the exception of the high school principalship which shall be thirty (30) vacation days.

Category 2: Fifty (50) week assignment with twenty (20) days vacation.

Category 3: Forty-eight (48) week assignment with twenty (20) days vacation

Category 4: Assignments which are less than forty-eight (48) weeks. The duration of these assignments and the number of vacation days (no fewer than one [1] day per twelve [12] working days) will be determined when positions which are covered by this Agreement and which require less than forty-eight (48) weeks of services are established.

16.40

The scheduling of vacation during the work year will be arranged by the Administrator and his/her immediate supervisor, subject to the approval of the Superintendent or his/her designee. It shall be acceptable for administrators to take

Fridays in August, other than instructional days, as vacation days. Any deviation shall be worked out with the immediate supervisor and with the consent of the Superintendent or his/her designee and shall be documented in writing to the Director of Human Resources.

16.50

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

(1) An Administrator shall be reimbursed for holidays, weekends, unassigned days, or vacation days used for added service to the District, or

(2) An Administrator may accumulate vacation days, worked weekends, and worked holidays up to a maximum of the vacation days earned through two (2) years of work to be used as: (a) vacation time the following year, (b) severance pay at the time the Administrator leaves the employ of the District (severance pay shall be pro-rated at the current salary).

16.60

The Board encourages its Administrators to engage in programs of professional growth. To accommodate and promote participation in such activities, the Board, where at all possible, will cooperatively plan work schedules which provide the necessary flexibility.

## 17.00 CREATION OR MODIFICATION OF ADMINISTRATIVE POSITIONS

17.10

The Board reserves to itself the prerogative of creating new Administrative positions and such prerogative shall include establishing duties that such new positions shall carry. However, the Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the bargaining unit covered by this Agreement, it shall inform and get agreement with the Association on such matters. Failure to agree will result in the appeal process being followed.

17.20

Where the creation or modification of an Administrative position results in the consolidation of current positions and/or results in substantial change in current work load or adopted job descriptions, the Board will confer and reach agreement with the individual Administrator and the Association regarding the redefined job descriptions and those conditions of employment listed in 17.10.



## 18.00 VOICE IN STAFF SELECTION

### 18.10

Within the boundaries of the contracts which cover personnel assigned, an Administrator will be able to select persons to fill the positions of head secretary, cafeteria managers, head custodians, and the appointment of certified teachers to non-classroom assignments.

## 19.00 MISCELLANEOUS

### 19.10

This Agreement shall supersede any rules, regulations or practices of the Board which shall be inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual member's contracts heretofore in effect. All future individual contracts for Administrators shall be made expressly subject to the terms of this Agreement or the successor Agreement.

### 19.20

Copies of this Agreement shall be produced at the expense of the Board and presented to all Administrators now employed or hereafter employed by the Board.

### 19.30

If any provisions of this Agreement to any Administrator or group of Administrators shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### 19.40

When an Administrator leaves the employ of the District for purposes of retirement at the end of any school year, the effective date of such retirement shall be June 30 of that year and the remainder of his annual contractual salary shall be payable at that time. In order for an Administrator to become eligible for the provisions of this Article, he/she must, no later than February 1 of the year of the retirement, submit to the District a written resignation indicating the intent to retire and establishing the date of his/her retirement as June 30 of that year.

### 19.50

The Board shall compile by November 1 of each year, an Administrative seniority list which contains: (1) the date of employment in the District, (2) the date of employment as an Administrator, and (3) the years and days of credit for classroom service in the Bay City School District.

19.60

The Board shall afford administrators any contractual improvements in salary or benefits commensurate with any such improvements granted to the members of the Bay City Education Association.

## 20.00 NEGOTIATION PROCEDURE

20.10

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each may select its representatives from within or outside the School District, provided however that neither negotiating team shall exceed five (5) in number at the table.

20.20

It is recognized that no final agreement between the parties may be executed without ratification by the Association and the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions subject only to ultimate ratification.

20.30

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

20.40

The parties to this Agreement mutually agree that they will neither take nor threaten to take any reprisals, directly or indirectly, against any colleagues or Administrators because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational policies of the District.

20.50

It is expressly understood that this Article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional Agreements.

20.60

Nothing in this Article will be construed as a waiver of any rights the Association or its members have under the statutes providing the negotiation and implementation of this Agreement.

20.70 MAINTENANCE OF THE PROFESSIONAL AGREEMENT

The Superintendent with his/her Director of Human Resources shall meet monthly with the President of the Association and the Chairman of the Association's Professional Negotiations Committee for the purpose of mutually sharing concerns and monitoring the implementation and administration of this Agreement.

21.00 DURATION OF AGREEMENT

21.10

This Agreement shall be in full force and effect from September 1, 1997 to midnight August 31, 2000 and shall continue in full force and effect from year to year thereafter unless either party serves notice in writing upon the other party at least one hundred twenty (120) days prior to the expiration date of this Agreement that it desires to terminate and/or negotiate a new Agreement.

21.20

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 14th DAY OF September, 1998.

BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATORS:

By Greg T. Charles  
President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BAY CITY BOARD OF EDUCATION:

By Mark T. Zeff  
President  
Robert Miller  
Secretary

Mano McFarland  
Treasurer  
David M. Wuth  
Superintendent

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## APPENDIX "A" COMPENSATION

### A. 1.10 COMPENSATION FACTORS FOR ADMINISTRATIVE POSITIONS

Level	Assignment	Step 1	Step 2	Step 3
Level I	52 weeks	.843	.886	.929
	50 weeks	.811	.853	.894
	48 weeks	.778	.818	.858
Level II	52 weeks	.820	.863	.906
	50 weeks	.789	.831	.872
	48 weeks	.758	.798	.838
Level III	52 weeks	.777	.820	.863
	50 weeks	.748	.789	.831
	* 48 weeks	.718	.758	.798
Level IV	52 weeks	.735	.777	.820
	50 weeks	.707	.748	.789
	48 weeks	.678	.718	.758
Level V	52 weeks	.692	.735	.777
	50 weeks	.665	.707	.748
	48 weeks	.638	.678	.718
Level VI	52 weeks	.628	.671	.714
	50 weeks	.603	.645	.686
	48 weeks	.578	.618	.658

\*Selected High School Vice Principal adjustment (\$2.000)

#### NOTES:

1. Current base figure computing Administrative salaries shall be multiplied by the appropriate factor from this chart to determine compensation. Current base is defined in Article A. 1.12.
2. See Article A.1.20 for positions included at each level.
3. See Article A.1.30 for appropriate Step in the range of compensation.
4. Professional Growth Factors of .015 each will be added for individuals' professional improvement activities including MA+30, Ed. Spec., Ph.D.and up to three (3) Current Improvement units as defined in Article A 1 40.
5. The calculation of compensation for any assignment that is prorated to less than 48 weeks shall use the figure for a 52 week assignment as a base figure.

A. 1.12

The Administrator's salary shall be increased at 1/2% above the percentage increase of the bargaining unit for instructional staff as put forth in the Bay City Education Association's agreement, such that for the 1997-98 school year the increase shall be 3.5%; for the 1998-99 school year the increase shall be 3.4%; and for the 1999-2000 school year the increase shall be 3.3%. Accordingly, the base figure for computing administrative compensation for the 1997-98 contract year shall be \$83,294.99; for the 1998-99 contract year shall be \$86,127.02; and for the 1999-00 contract year shall be \$88,969.21.

A. 1.20 ADMINISTRATIVE POSITIONS GROUPED BY LEVELS  
ACCORDING TO RESPONSIBILITY AND ACCOUNTABILITY

- Level I High School Principal, Handy Intermediate School Principal.
- Level II Director of Adult Education, Director of Community Education, Director of Special Education, Intermediate School Principal.
- Level III Director of Vocational Education, Director of Title I Services, Elementary Principal, High School Vice Principal, Assistant High School Principal, Director of Mid-Michigan Bilingual Consortium, Director of Bilingual/Migrant Programs.
- Level IV Director of Athletics, Assistant Director of Adult Education, Assistant Director of Community Education, Assistant Intermediate Principal, Director of Gifted/Talented, Assistant Elementary School Principal, Assistant Director of Title I Math/Director K- 4 Computer Education, Assistant Director of Title 1.
- Level V Director of Transportation/Driver Education & Forest Preschool, Assistant Director of Reading - Compensatory Education Program, (fifty-two) 52 week assignment
- Level VI (none)

A. 1.30 RANGE OF COMPENSATION

It is recognized and acknowledged that the effectiveness of an administrator increases through experience in the specific position. Therefore a range of three steps is provided in the schedule of compensation for Administrators. Personnel appointed to any administrative position will be compensated according to the following guidelines.

1. A person having no previous administrative experience may be compensated at no less than the rate stipulated for Step 1 for that position. Assuming satisfactory performance, compensation for the second year on the assignment shall be no less than that stipulated for step 2 for that position. Again, assuming satisfactory performance, compensation for the third year in the assignment shall be as stipulated for Step 3 for the Level of the position to which he/she is assigned.

2. A person who has had administrative experience, either having served in an administrative position or in an "acting" capacity in an administrative position, and the past administrative experience totals over one semester of service, may, for the first year of a newly assigned administrative position, be compensated at a rate no less than that stipulated for Step 2 for the position to which he/she is assigned. Assuming satisfactory performance, compensation for the second year in the assigned position shall be as stipulated for Step 3 for the position to which he/she is assigned.

3. Compensation for persons assigned to positions in which they have had previous experience shall be at the full rate stipulated for Step 3 for the newly assigned position.

4. Compensation for an Administrator who receives an over-all performance evaluation of less than satisfactory and therefore is placed on a probationary status may be frozen, but for no more than one year. At the end of that year, or at the time the deficiencies are corrected and the Administrator is removed from probationary status, his/her compensation shall be computed as stipulated for the next Step in the Level for the position to which he/she is assigned.

5. There will be a fund established and controlled by the Superintendent for the purpose of reimbursing administrators for costs associated with representing the district at various community functions and organizations. This fund shall not exceed \$5,000.00 for any given contract year.

#### A. 1.40

Administrators shall be entitled to compensation for Professional Growth Factors (PGF's) up to a maximum of five (5) for the following: One (1) for completion of thirty (30) graduate hours beyond the Master's Degree; One (1) PGF for completion of an educational specialist's degree; One (1) PGF for completion of a doctorate degree; up to three (3) PGF's for Current Improvement.

#### A. 1.50

Current Improvement is for the purpose of encouraging professional growth of administrators who have reached the maximum step on the salary schedule. Current Improvement shall consist of three steps on the salary schedule.

#### A. 1.50 a

In or after his/her seventeenth (17th) year, an administrator may qualify for a Current Improvement stipend by having earned three (3) semester hours of credit during the last five (5) years. (1997-98 = \$1,478; 1998-99 = \$1,528; 1999-2000 = \$1,578).

#### A. 1.50 b

In or after his/her twenty-second (22nd) year, an administrator may qualify for a second Current Improvement stipend by having earned six (6) semester hours of credit -three of which must have been earned in the last five (5) years. The second Current Improvement shall be five percent (5%) of the administrator's base salary (degree and

step) of the salary schedule, Appendix "A", or Level III, Step 3, 48 week, whichever is less.

A. 1.50 c

In or after his/her twenty-seventh (27th) year, an administrator may qualify for a third Current Improvement stipend by having earned nine (9) semester hours of credit -six (6) of which must have been earned in the last five (5) years. The third Current Improvement shall be: 1997-98 = 3.5%, 1998-99 = 3.4%, and 1999-2000 = 3.3% of the administrator's base salary (degree and step) of the salary schedule, Appendix "A", or Level III, Step 3, 48 week, whichever is less.

All Current Improvement classes must be college graduate level courses and must be courses which are directly related to the Administrator's professional assignment. If there is any question as to the appropriateness (qualification or professional requirement) of a particular course, a decision on whether to accept or not accept the credit will be made by the Director of Human Resources. This decision will be final and not subject to the grievance procedure.



## APPENDIX "B"

### ADMINISTRATOR APPRAISAL

#### INSTRUMENT AND PROCESS

This appraisal instrument is divided into three categories. Part I provides an appraisal of how well the administrator attained his/her stated goals and objectives. Part II provides an appraisal of the Administrator's performance of the job responsibilities as described in the job description, apart from stated goals and objectives. Part III provides a summary of the over-all performance of the Administrator with a suggested list of priority areas that the Administrator should consider for the following year. Part III also provides for a summary comment with recommendations by the Superintendent.

Part II contains six (6) areas for appraisal for over-all job responsibilities of the administrator. Any area that does not apply to a particular administrator should be marked "not applicable" (N.A.). It also provides the Administrator an opportunity to include other relevant accomplishments and endeavors.

The appraisal instrument will be completed by the evaluator following the final evaluation session. The evaluator will provide the Administrator with a copy of the completed instrument. The Administrator will then sign the original which will be on file at the Administration Offices. It is understood that the Administrator will always have the right to request a conference with the evaluator or the Superintendent if there is a disagreement with the final appraisal form.

ADMINISTRATOR APPRAISAL INSTRUMENT

Administrator \_\_\_\_\_ Evaluator \_\_\_\_\_

PART I

APPRAISAL OF ATTAINMENT OF GOALS AND OBJECTIVES

PERFORMANCE OBJECTIVES	LEVELS TO WHICH TARGETS WERE MET	GENERAL COMMENTS

APPENDIX "B" PART II

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1. EDUCATIONAL PLANNING

The Administrator demonstrates:

a. knowledge of the teaching-learning process.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. use of effective planning techniques.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. that educational needs have been identified and related goals and priorities are established on a yearly basis.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. that plans in the areas of budget, staff utilization and development, curriculum, and instruction facilitate the established goals.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

2. ORGANIZATION AND CONTROL

The Administrator demonstrates:

a. appropriate business procedures and administration of budgets.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. effective, efficient utilization and maintenance of physical facilities.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. effective utilization and supervision of personnel and programs toward the achievement of goals, priorities, and policies of the operational unit and the school district.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. appropriate organization and management of instructional personnel.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

3. LEADERSHIP AND STAFF RELATIONS

The Administrator demonstrates:

a. practices which promote self study and growth on the part of the staff individually and collectively.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. effective decision-making and problem-solving practices.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. commitment to the highest professional standards in the performance of all aspects of his/her position.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. that he/she keeps abreast of new knowledge and practices related to his/her area of responsibility.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

4. COMMUNITY RELATIONS

The Administrator demonstrates:

a. use of community resources.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. effective public relations.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. effective relationships with parents, parent-citizen organizations, and other community groups.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. active programs for involving the community in all aspects of the school program.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

5. STUDENT RELATIONS

The Administrator demonstrates:

a. an understanding of the social, emotional and intellectual characteristics of students.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. an ability to relate to students individually and in functional groups.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. behaviors which promote:

1 ) respect for the individual.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

2) respect for due process.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

3) opportunities for students to accept responsibilities for their own actions.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

6. CONTRIBUTION TO MANAGEMENT TEAM

The Administrator demonstrates:

a. the ability to work with others in the achievement of the goals of the management team.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. an effective working relationship with administrators of support services (i.e. Director of Transportation, Director of Pupil Services, Director of Special Education, Director of Human Resources).

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

7. OTHER ACCOMPLISHMENTS (as listed by Administrator)

APPENDIX "B"

(continued)

PART III

SUMMARY OF OVERALL PERFORMANCE

- I. Evaluator's summary comments:
  
- II. Suggested list of priorities for consideration for following year:
  
- III. Summary comments and recommendations by Superintendent:
  
- IV. Comments of person being evaluated:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Administrator

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Evaluator

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

between

BAY CITY PUBLIC SCHOOLS BOARD OF EDUCATION

and

BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATORS

The Bay City Public Schools and the Bay City Association of School Administrators agree as follows:

1. Tuition for college coursework, graduate/undergraduate, shall be paid up to a maximum of six (6) credit hours per year for members of BCASA upon proof of registration.
2. Prior approval of coursework shall be required through the office of the Director of Human Resources.
3. Approved coursework shall be work related.
4. Courses shall be taken beyond the "normal" workday. Exceptions to this may be appealed to the Director of Human Resources. Decision of the Director of Human Resources shall be final.
5. Tuition costs will be reimbursed to the Administrator and may be prepaid. Documentation of proof of satisfactory completion of the course will be required of the Administrator or money, paid to the Administrator, shall be reimbursed to the School District.
6. If an Administrator is interested in out-of-state tuition, up to a maximum of \$100.00 per credit hour shall be allowed for the Administrator with a limit of six (6) credit hours per year (\$600.00).
7. Cost of class required textbooks shall be reimbursed by the School District. Receipts shall be turned in for reimbursement. Supplemental textbooks and materials are the responsibility of the Administrator.
8. Mileage and incidental costs shall not be reimbursed by the School District.



APPENDIX "D"

Bay City Association of School Administrators

Responsibility Factors for: \_\_\_\_\_

1 to 5 (5 being the highest rating)

- 
- 
1. Positive Annual Evaluation (15 points)  
Includes Superintendent's perspective \_\_\_\_\_
  2. Doctorate Degree \_\_\_\_\_
  3. Degree of involvement with implementation  
of District level academic initiatives \_\_\_\_\_
  4. Attendance at District meetings \_\_\_\_\_
  5. Number of students \_\_\_\_\_
  6. Diversity of student population \_\_\_\_\_
  7. Potential for violence \_\_\_\_\_
  8. Night and outside obligations \_\_\_\_\_
  9. Number of transient students \_\_\_\_\_
  10. Socio/Economic area (Compass Survey) \_\_\_\_\_
  11. Specialized/additional programs \_\_\_\_\_

12. Compliance with State and Federal Statutes \_\_\_\_\_
13. Number of personnel to supervise \_\_\_\_\_
14. District committees \_\_\_\_\_
15. Number of recognized business partnerships \_\_\_\_\_
16. Degree of participation with local colleges \_\_\_\_\_
17. Number of Probationary Teachers \_\_\_\_\_
18. Compliance with tenure form deadlines \_\_\_\_\_
19. Degree of participation in Staff Development \_\_\_\_\_
20. Involvement in School Accreditation process \_\_\_\_\_
21. Involvement in school promotional activities, speeches, memberships, community committees, approved professional activities \_\_\_\_\_
22. Percentage of "At-Risk" students \_\_\_\_\_
23. Physical condition of site \_\_\_\_\_
24. Size of budget and compliance with District parameters \_\_\_\_\_
25. Compliance with pupil accounting rules and procedures \_\_\_\_\_
26. Compliance with District reporting deadlines \_\_\_\_\_

27. Consistency and cooperation in leveling of classes \_\_\_\_\_

28. Cooperation with District personnel in regards to District objectives \_\_\_\_\_

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