

6/3/89

6/30/89

AGREEMENT BETWEEN

SWARTZ CREEK COMMUNITY
SCHOOL DISTRICT

AND THE

PRINCIPAL ADMINISTRATOR TEAM

JULY 1, 1987

THROUGH

JUNE 30, 1989

Swartz Creek Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

ARTICLE III - MANAGEMENT RIGHTS

- 6 The Board, on its own behalf, and on behalf of the electors of the Swartz Creek Community School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States, including but not limited to the executive properties and facilities and the management control and directions of the activities of its employees and their conditions of employment.
- 7 The exercise of the foregoing and all other powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE IV - ADMINISTRATOR RIGHTS

8 A. OPEN PERSONNEL FILE

Before any written reprimand is placed in an administrator's official personnel file, he shall be given a copy of such reprimand and shall be obligated to sign the file copy to indicate he has read it. If he so chooses, the administrator may attach to the file document any explanatory remarks he deems appropriate. If an administrator refuses to sign the reprimand, the Board shall be considered to have complied with this Article, if the designated agent of the Board indicates on the reprimand the time and place that the reprimand was shown to the subject administrator.

- 9 Upon appointment with the Personnel Office, administrators shall have access to their personnel file to review any documents which have not been received as privileged or confidential. Personnel records shall not be removed from the Personnel Office and must be reviewed in the presence of the Director of Personnel or his or her authorized designee.

10 B. PUPIL ASSIGNMENTS

Each building principal shall have the right to make a determination regarding each pupil's classroom assignment within his building, subject to review and adjustment by the Superintendent.

11 C. STAFF ASSIGNMENTS

Each building principal shall have a right to make a deter-

mination regarding each staff member's assignment within his building, subject to review and adjustment by the Board and/or Superintendent.

12 D. INTERVIEWING EMPLOYEES

A building principal shall be provided with the opportunity to interview and make recommendations to the Director of Transportation and Food Services or the Supervisor of Building and Grounds, whichever is applicable, regarding a non-certified employee or prospective employee being considered for assignment to the building supervised by the building principal.

13 A building principal shall be provided with the opportunity to interview and make recommendations to the Director of Personnel regarding a certified employee or prospective employee being considered for assignment to the building supervised by the building principal.

14 The Director of Personnel, or his designee, shall provide the building principal with the name, address, and telephone number of a certified or non-certified employee or prospective employee who is being considered for assignment to the building supervised by the principal. The Director of Personnel, or his designee, shall inform the building principal of the date when the position is to be filled, and it shall be the responsibility of the building principal to complete the interview and have recommendations to the Director of Personnel, or his designee, at least forty-eight (48) hours prior to that date.

15 The final decision regarding the hiring, placement, and assignment of all employees of the school district shall rest within the sole discretion of the Board or its designated agent.

ARTICLE V - PAT SECURITY

16 A. During the life of this Agreement, and in accordance with this section to the extent the laws of the State of Michigan permit, the Board agrees to honor voluntarily executed PAT membership dues or service fee deduction authorizations submitted by employees. Except as otherwise provided, dues or service fees shall be deducted in a lump sum by the Board in an amount equal to annual dues uniformly required by PAT for membership. If the annual dues or service fees uniformly received by PAT for membership exceed fifty dollars (\$50.00) per annum, then said dues or service fees shall be deducted in equal monthly installments. Such deductions will be made from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which the deduction is to be made, has a currently executed Authorization Form on

file with the Board. The PAT's Secretary-Treasurer shall submit to the Board's payroll and personnel offices written certification of the amount of dues/service fee to be deducted pursuant to the provisions of this Article.

- 17 B. In cases where a deduction is made that duplicates a payment that an employee already has made to the PAT or where a deduction is not in conformity with the employee's authorization, refunds to such employee will be made by the PAT.
- 18 C. All sums deducted by the Board shall be remitted to the PAT's Secretary-Treasurer within ten (10) calendar days following the payday in which deductions were made, together with a list which identifies the employees for whom PAT dues or service fees have been deducted and the amount deducted from the pay of each such employee. Employees may terminate check-off authorizations by filing a letter of cancellation with the Board.
- 19 D. The Board shall not be responsible to the PAT for the collection of any special assessments or other sums which may be due PAT, or for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees and subject to deduction pursuant to the terms of this agreement.
- 20 E. The PAT hereby agrees to protect and save harmless the Swartz Creek Community School District, the Board and/or its members and all of its designated agents, from any and all legal expenses, claims demands, costs, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon any list, notice, assignment or other information furnished to the Board by PAT or an employee, or for the purpose of complying with any other provision of this Article.

ARTICLE VI - REDUCTION IN STAFF

- 21 A. PAT recognizes the exclusive right of the Board to reduce its staff and/or operations and the exclusive right to determine the area(s) in which assignment and/or reduction will be made.
- 22 B. Prior to any reduction of staff within the PAT bargaining unit, a formal meeting shall be held with the Superintendent, Board members, a committee of at least three PAT members to discuss the proposed reduction in PAT staff. Consideration shall be given to implementing a smooth transition of position changes for PAT members.
- 23 C. If it is necessary to reduce the number of administrators in the school district, PAT administrators shall be given the option of returning to their former bargaining unit. Administrators transferred shall be placed on the appropriate

salary schedule as a tenure teacher with full experience credit, or as provided in the AFSC&ME contract. Administrators transferred out of the PAT bargaining unit shall be returned to their former position when and if it becomes available.

24 PAT unit members will be allowed to take a voluntary leave, if a reduction in administrative staff is deemed necessary. Those administrators taking a leave will be allowed to continue their insurance coverage as allowed by the insurance carriers. All sick days acquired prior to the voluntary leave shall be maintained when the administrator returns to the PAT bargaining unit.

25 The fact that an administrator is on leave for the purpose of staff reduction shall not result in the loss of longevity status or credit for previous years service. Upon return to the Swartz Creek School District he/she shall assume the longevity step he/she would have held had he/she been actively employed by the District for the same period.

ARTICLE VII - TRANSFERS, JOB POSTINGS AND BIDDING PROCEDURES

26 A. All vacancies and/or newly-created positions within the bargaining unit shall be posted on the Personnel Office bulletin board within not less than seven (7) calendar days of the date the vacancy will be filled. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of qualifications. All vacancies will be posted for a minimum period of seven (7) calendar days posting period. A copy of the posting shall be provided to the PAT president. It shall be the responsibility of PAT to provide notice of the posting to its membership.

27 B. Among those applicants who meet the minimum requirements for the position, job awards shall be made to the best qualified applicant. When an applicant in the bargaining unit and a non-bargaining unit applicant are equally qualified, the bargaining unit applicant shall be given preference. When two or more bargaining unit applicants are equally qualified, length of service as an administrator in the Swartz Creek School District shall govern. Each individual candidate is responsible for insuring his or her employment record and/or application accurately reflects those job skills, experience, training and other qualifications he or she desires the Board to consider in evaluating his or her candidacy.

28 C. If an employee is unable to perform satisfactorily for the first year worked in the new position or vacancy to which he or she is transferred, such employee may be returned to his or her former position. When an employee is returned to his former position, it shall be without loss or bias at the former position's rate of pay. Any employee displaced as a

result of the implementation of this section shall be subject to reassignment or layoff.

- 29 D. If an employee transfers to a position under the Board not included in the bargaining unit, and thereafter transfers back to a position within the bargaining unit, such employee shall retain all rights accrued prior to the transfer outside the bargaining unit, for the purpose of any benefits provided in this Agreement.
- 30 E. "Qualifications" includes, but is not limited to, a consideration of:
1. Certification requirements
 2. Academic training
 3. Professional growth and progress
 4. Ability to perform the assignment
 5. Length and area of professional experience

The weight and order that qualification criteria are to be given as well as the final decision regarding who will be placed in a vacant or open position, are within the sole discretion of the Board, or its designee.

ARTICLE VIII - ADMINISTRATIVE EVALUATION

- 31 A. All administrator evaluations shall be made in writing. A copy of the evaluation shall be provided to the subject administrator.
- 32 B. The forms which are to be used for evaluation purposes are those agreed upon during the negotiations of this agreement and shall not be changed except by mutual consent of the parties.
- 33 C. The evaluation of each administrator shall be made at least once annually, and the Superintendent or his/her designee shall be responsible for the evaluation of all administrators. If there are observable inadequacies identified in any pre-evaluation report or evaluation, then the subject administrator shall be provided a written plan for improvement as well as the time period in which said administrator must comply with those requirements. A pre-evaluation report shall not be made part of an administrator's personnel file.
- 34 D. All evaluations shall take into consideration any adopted job description for the relevant administrative position, and each administrator shall have the right to respond in writing to any evaluation and such response shall be included in his/her personnel file.

ARTICLE IX - ADMINISTRATIVE EMPLOYMENT CONTRACTS

- 35 A. Except as hereinafter provided, the Board shall issue individual two (2) year contracts to all administrators of the Swartz Creek Community School District. Under no circumstances, however, will an administrator gain tenure as an administrator.
- 36 B. All new administrators shall be considered to be on probationary status for one (1) year and shall be issued a one (1) year individual contract for the first year they are employed as an administrator in the Swartz Creek Community School District.
- 37 C. The Board shall provide all non-probationary administrators two (2) year contracts subject to renewal each year for an additional year. Notice of an intention by the Board to renew or not to renew an administrator's individual employment contract shall ordinarily be provided an administrator on or before May 1 of the first year of a two (2) year individual employment contract. If notice of renewal or non-renewal of an administrator's employment contract is not received by the administrator on or before the aforementioned date, the administrator may request the Superintendent to provide him with notice of the Board's actual intentions regarding the renewal of the contract, then said decision shall be made at the next regularly scheduled Board meeting after the request has been made. Notice of the Board's decision shall be promptly provided to the administrator.
- 38 D. Any non-probationary administrator who has been informed that his individual employment contract shall not be renewed shall be provided with a statement of the reasons for the non-renewal of his contract. In addition, any non-probationary administrator who has received all satisfactory evaluations and not notice of unsatisfactory service for the two (2) years preceding notification of non-renewal shall have the right to request a private Board session to discuss and review the decision of the Board regarding his individual employment contract. Nothing contained herein shall prevent the Board from changing its decision not to renew an administrator's employment contract at the time of the Board review session or during the second year of the administrator's employment contract if it appears that the reasons for the non-renewal of said administrator's contract have been corrected. However, it is expressly understood that the final decision of the Board regarding the renewal or non-renewal of the individual employment contract is discretionary with the Board and not subject to the arbitration step of the grievance procedure.
- 39 E. All individual employment contracts issued to administrators

shall be subject to the terms of this master agreement.

- 40 F. All individual employment contracts issued pursuant to this Article shall be subject to termination in reduction of staff situations.

ARTICLE X - EMPLOYEE DISCIPLINE AND DISCHARGE

- 41 A. No employee shall receive a disciplinary reprimand, suspension or demotion or be discharged, prior to the expiration of his or her individual contract with the Board, without just cause. It is expressly agreed between the parties that this provision shall not be construed to limit the Board in exercising its discretion not to renew an administrator's individual contract and such decision shall not be subject to arbitration.
- 42 B. The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.
- 43 C. Before determining not to renew a contract of an administrator, or determining to discipline, demote or discharge, the Board shall offer reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action.
- 44 D. Reasonable assistance shall consist of the following:
1. Conferences shall be held between the administrator and his/her immediate supervisor dealing with the clearly identified inadequacies. Remedies will be specified in writing if so requested by the affected administrator.
 2. If the problem persists, a formal warning shall be issued to the administrator. The warning shall contain the specific inadequacies in writing and reasonable time-lines for achieving the established remedies will be established by the Superintendent.
 3. If the problem continues to persist, a formal evaluation shall be conducted of the individual's performance during which the individual may, upon request, be accompanied by an ASSOCIATION representative.
- 45 E. The affected administrator and/or the ASSOCIATION may grieve discipline under this contract upon receiving notice of said discipline.

ARTICLE XI - GRIEVANCE PROCEDURE

- 46 A. A grievance shall be defined as a claim by an employee that there has been a violation of a specific and express provision of the Agreement. Grievances may only be processed in accordance with the procedure as hereinafter provided.
- 47 B. It is hereby expressly stipulated and agreed that the following matters shall be barred from the arbitration provisions of this agreement:
1. The termination of services by failure to employ any administrator beyond the expiration date of his or her individual contract with the Board.
 2. Any non-procedural matter involving administrator evaluation.
 3. The termination of services pursuant to an action of layoff by the Board.
 4. Any claim, complaint or matter for which the employee can seek redress via the courts or via an administrative tribunal established by law or by regulation having the force of law (e.g. EEOC, Michigan Civil Rights Commission, Tenure Commission, MERC, etc.)
- 48 C. All preparation, filing, consideration or presentation of grievances shall be at times other than when an employee or a participating PAT representative is to be at his or her assigned duty station, unless otherwise arranged by the Director of Personnel.
- The PAT shall designate a representative to handle grievances when requested by a grievant. If a particular grievance is a "class" grievance affecting employees in more than one (1) building, the grievance shall be processed directly to Step Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Step One.
- 49 D. The term "days" as used herein shall mean calendar days.
- 50 E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific and relate to the contractual provision(s) alleged to have been violated.
 3. It shall cite the section or subsections of this Agree-

ment alleged to have been violated.

4. It shall contain a short summation of the facts giving rise to the alleged violation.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

51 F. The time limits as provided in this Article shall be strictly observed and may only be extended by a written agreement between the Director of Personnel and the President of the PAT (or authorized designees).

52 G. The PAT shall not have the right to initiate or appeal a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

53 H. PROCEDURE:

STEP ONE

An employee with a grievance as hereinabove defined shall, within seven (7) calendar days of its alleged occurrence, orally discuss the grievance with the Director of Personnel in an attempt to resolve same. If no resolution is obtained within seven (7) calendar days after the oral discussion with the Director of Personnel, the employee shall, within fourteen (14) calendar days of the alleged violation, reduce the grievance to writing and deliver it through the PAT representative to the Director of Personnel. Within seven (7) calendar days of receipt of the written grievance, the Director of Personnel shall meet with a PAT representative in an attempt to resolve the grievance. Within seven (7) calendar days of such meeting, the Director of Personnel shall deliver a written disposition of the grievance to the PAT within the time limits as herein provided, or if the Director of Personnel's written answer is deemed unacceptable by the grievant and the PAT, the grievance may be appealed in writing by the PAT at Step Two.

STEP TWO

If the grievance is processed to Step Two, the PAT administrator shall, within fourteen (14) days from the Step One answer, submit his/her written concern to the chairperson of the panel which is comprised of an elected representative from each level of Administration, (PAT Team two (2) and Central Office one (1)). If any member of the panel is an interested party in the concern he/she shall be replaced by an administrator mutually acceptable to both parties. Within fourteen (14) days from the occurrence of the grievance appeal, said panel shall convene and hear evidence from both

the PAT administrator and the Central Office. All evidence relative to the concern or defense is admissible. Within seven (7) days of the appeal, the Chairperson of the committee shall deliver to the Superintendent of Schools, a written statement of the majority opinion of the panel. This statement shall briefly state the:

1. issues involved in the grievance
2. credible facts supporting each party's position
3. majority recommendation for resolution of the controversy
4. reasons for the recommendation
5. signatures of the persons in accord with the recommendation

The panel may also deliver a minority opinion to the Superintendent at the option of the minority voter. That statement shall be in the same form as the majority opinion.

The Superintendent shall give the PAT administrator a decision, in writing, stating his/her resolution of the controversy within seven (7) days of his receipt of the appeal.

Within seven (7) days of the Superintendent's decision the grievant may appeal to a committee of the Board. The majority recommendation and possible minority recommendation shall be transmitted to a committee of the Board (the three Board members are to be selected by the PAT administrator making the appeal), consisting of three (3) Board members who shall meet within fourteen (14) days of their receipt of the appeal and the Board may issue a written decision in the matter, or may designate a person to issue such written decision which shall be issued within fourteen (14) days after the Board committee meets. If the Board committee does not hold a meeting and/or does not render a written disposition of the grievance to PAT within the time limits as herein provided, or if the written answer is deemed unacceptable by the PAT, the grievance may be appealed by the PAT in writing to Step Three.

STEP THREE

To be processed at Step Three, the PAT shall submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association within fourteen (14) calendar days after receipt of the decision of the Board of Education (or his or her designee) at Step Two or within fourteen (14) calendar days after the Step Two decision was to have been rendered, whichever is lesser, with concurrent

Notification to the Director of Personnel. Notification to the Director of Personnel shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the PAT's Demand for Arbitration, identification of the grievance issue(s) and provision(s) of the Agreement involved as well as the underlying rationale in support of the appeal. If the grievance is not submitted to arbitration in accordance with the procedure and time limitations as herein prescribed the Director of Personnel or the Superintendent of Schools, or their designated agents, shall be deemed final and conclusive with no further appeals permitted.

Except as otherwise provided in this Agreement, selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction.
2. The jurisdiction, authority and powers of the arbitrator shall be subject to the following additional limitations.
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to decide any question which is within the power and authority of the Board to decide.
 - c. He shall not hear any grievance barred from the scope of the grievance procedure (e.g. matters pertaining to layoff, the Board's failure to continue the services of an employee beyond the term of his or her individual contract with the Board, etc.), or which has not been initiated or appealed within the time limits as herein provided.
 - d. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - e. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.

- f. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to award interest or punitive damages.
 - g. Arbitration awards shall not be made retroactive beyond the date of the initial filing of the grievance. If a deduction is to be made in wages, an administrator shall be notified of said deduction at least three (3) calendar days prior to the submission of the deduction to the payroll department.
- 3. The cost of the arbitrator's services shall be borne by the losing party. Each party shall assume its own costs for transcripts, representation, witnesses, etc.
 - 4. The Arbitrator shall document in the form of a legal brief all pertinent findings that influences and/or were used directly in formulating his opinion. This brief shall be suitable for submission in any court of competent jurisdiction.
 - 5. The arbitrator's decision, when made in accordance with his or her powers, jurisdiction and authority, shall be final and binding upon the Board, the PAT and the employee or employees involved, subject to all rights of appeal.

ARTICLE XII - INFORMAL PROBLEM SOLVING

- 54 Nothing contained herein shall be construed to prevent any individual administrator from presenting a problem and having the problem informally considered and/or adjusted without intervention of PAT, and without resort to the grievance procedure, if the adjustment is not inconsistent with the terms of this agreement.

ARTICLE XIII - JURY DUTY AND COURT SERVICE

- 55 A. When an employee is called for jury duty, he shall give the Board proper notice and the Board will compensate the administrator at his or her regular pay and all remuneration from the court or judicial tribunal will be returned to the Board. The Board has the right to attempt to get the administrator exempted from jury duty.
- 56 B. When an employee is called as a witness in a judicial action of which the administrator is a plaintiff or defendant (excluding school business or where the administrator is suing the Board), the administrator shall be required to use personal leave time in order to attend. If the administrator is not a plaintiff or defendant, the Board shall compensate

the administrator at his or her regular pay and all remuneration from the court or judicial tribunal will be returned to the Board.

- 57 C. When an employee is required to serve as a witness in a judicial proceeding representing the Board of Education, such service shall be included as a part of the administrative assignment. The administrator shall be compensated at his or her regular wage and all remuneration from the court or judicial tribunal will be returned to the Board. Any expense incurred by the administrator shall be paid by the Board.
- 58 D. Persons serving on jury duty for less than their regular work day shall be required to report to work for the remainder of that day.

ARTICLE XIV - LEAVES OF ABSENCE

59 A. PAID SICK LEAVE

1. Sick days shall be granted annually to each regular administrator as follows with unlimited accumulation:
 - a. 13 days for 38 week, 39 week, 40 week and 41 week administrators.
 - b. 14 days for administrators working more than 41 weeks, up to and including 45 weeks.
 - c. 15 days for administrators working 46 weeks or longer.
2. Sick days will be credited to each administrator on July 1, or on the first day of employment for those working a 44 week basis or less.

If death occurs to an administrator while on active duty, pay will be made to the estate of the administrator or a designated beneficiary for all the administrators unused accumulated sick days at the administrator's annual rate divided by contract days.
3. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness of members in immediate household, doctor or dentist appointments, where illness is cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Director of Personnel.
4. After the tenth (10th) working day of a personal illness absence, a doctor's written statement shall be presented to the immediate supervisor. Such a statement should indicate the estimated duration of the illness. Upon

the administrator's return to work after an illness of more than ten (10) working days duration, a statement shall be submitted from the doctor certifying that the administrator is capable of returning to work.

5. In cases where a pattern of absences is noticeable, a doctor's statement certifying illness or injury may be required after five (5) consecutive working days of illness.
6. If the illness, injury or physical disability is of a serious or contagious nature, a certification from a physician certifying recovery may be required.
7. An administrator may not accumulate nor use sick days during a leave of absence. Sick days earned prior to the leave will be credited upon return.

60 B. UNPAID SICK LEAVE

1. When an administrator has used all of his or her accumulated sick days, he or she shall be placed on unpaid sick leave (subject to insurance coverage).
2. Fringe benefits for the administrator shall be paid by the Board through August of the current school year.
3. An administrator placed on sick leave shall maintain seniority during said leave.

61 C. PERSONAL BUSINESS LEAVE

1. A maximum of three (3) days of the above sick days may be used for personal business with notification of absence only. These three (3) days may accrue as sick days if not used on personal business but will not accrue as personal business days.
2. Additional personal business days to those included above shall be without pay. Deductions shall be a rate of 1/contract days. Any use of this paragraph shall require approval by the Director of Personnel. Except in cases of unforeseen circumstances, this approval must be secured in advance.

62 D. BEREAVEMENT LEAVE

1. Three (3) consecutive calendar days per death beginning with the day of death or the first (1st) day after death are allowed if the death is in the immediate family. Immediate family shall be defined as administrator's or spouses child, foster child, parent, grandparent, brother, sister, spouse or any individual who has lived

in the administrator's immediate household for at least five (5) years.

2. One (1) additional day will be allowed because of the need to travel distances of one hundred (100) miles or more one (1) way to attend funeral of a member of the immediate family.
3. If additional days are needed, two (2) days will be allowed to be taken from sick days to attend funeral of members of the immediate family.
4. One (1) work days will be allowed to attend the funeral of a close relative not included in Paragraph A. Close relative shall include aunts, uncles, step-parents, first cousins, nieces, nephews, and in-laws.

63 E. DETACHED SERVICE LEAVE

An administrator who is elected to public office or as an officer of a state or national education organization shall be granted a leave, without pay, upon request for one (1) year, subject to renewal upon the will of the Board.

64 F. CONFERENCE LEAVE

1. Applications may be made by administrators for leave to attend conferences, provided, however, the Board in its sole discretion may determine whether to grant or deny such application. Further, the Board may, in its discretion, determine to what extent, if at all, it shall reimburse any administrator for expenses incurred for attendance at the conference.
2. One national conference per year for two elementary principals (k-6) and two secondary principals, or assistant principals (7-12) on a rotating basis each year and one state conference every other year upon the approval of the Assistant Superintendent for Instruction. In the event funds are not available for such conferences, PAT members may attend such conferences at their own expense as approved by the Assistant Superintendent for Instruction without the use of compensatory time or vacation days.
3. The denial of any application of leave to attend a conference as well as the Board's decision as to the extent of any reimbursement for expenses shall not constitute a basis for a grievance, nor shall the granting of such application constitute a precedent to be applied in any future case or application.
4. All administrators, prior to taking a conference leave,

are responsible for arranging the delegation of their responsibilities during the period of time they are attending a conference.

5. Only one secondary administrator may be gone from his/her building at any one time; exceptions may be made only with the approval of the Superintendent.
6. The Board agrees to pay for membership in County, Regional, State, and National professional education organizations. The Board endorses the right of administrators to participate in their respective professional organizations.

65 6. COMMON RULES COVERING ALL LEAVE OF ABSENCE

1. All leaves are without compensation except as specified otherwise.
2. Voluntary leave requests must be made in writing at least thirty (30) calendar days prior to the requested starting date and filed with the Director of Personnel. The granting of voluntary leaves is at the discretion of the Board.
3. An administrator on leave for at least one (1) semester is required to notify the office of the Superintendent, in writing, not less than sixty (60) calendar days prior to expiration of the leave, of his intent to return to employment. An administrator not conforming to this notice may be considered as voluntarily resigning.
4. Upon return from leave, the administrator will be offered the same position he held prior to the leave if that position is vacant. If it is not vacant, he will be offered another administrative position within the bargaining unit, if one is vacant for which he is qualified.
5. If there is no administrative vacancy, the administrator will be offered the first vacancy in the teaching or non teaching units for which he is qualified. Should, seniority permitting, an administrative position become vacant or be created during the following three (3) years, the administrator will have preferred consideration (without the Board's obligation to hire) of said position.
6. If the administrator has been on sick leave, his original position will be held for the balance of the year and for one (1) semester. The three (3) year option (see paragraph 5 above) may be extended at the option of the Board.

7. Failure to accept an administrative or professional position as outlined above which has been offered may be interpreted by the Board as a resignation.

ARTICLE XV - WORK SCHEDULE

66 a. Contracts for administrators shall be as follows:

1. 52 Weeks: Director of Community Education
Assistant To the Director of Community Education
Supervisor of Buildings and Grounds
2. 46 Weeks: High School Principal
3. 45 Weeks: Supervisor of Transportation
4. 44 Weeks: Middle School Principal
5. 42 Weeks: Athletic Director
Assistant High School Principal
Assistant Middle School Principal
6. 41 Weeks: Supervisor of Special Education
Elementary Principal
Cafeteria Manager

67 B. 52-week employees shall be allowed twenty (20) days vacation per year.

68 C. 52-week employees shall be given the following holidays:

Day before New Year
New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Good Friday
Easter Monday
Presidents Weekend
(When on adopted Board Calendar)

- Vacation days shall be scheduled at least two weeks in advance except in emergencies, of the expected use and shall be approved by the PAT member(s) immediate supervisor.

69 D. 41-week employees shall work the scheduled school calendar work days, two weeks prior to the start of school and one week after the close of the school year, except the Director

of Special Education, who shall work one week before school starts and two weeks after the close of the school year.

- 70 E. 42-week employees shall work the scheduled school calendar work days, two weeks prior to the start of school and two weeks after the close of school.
- 71 F. 44-week employees shall work the scheduled school calendar workdays, two weeks prior to the start of school and two weeks after the close of school and fifteen days to be arranged with the Assistant Superintendent of Instruction.
- 72 G. 45-week employees shall work the scheduled school calendar workdays, two weeks prior to the start of school and two weeks after the close of school and fifteen days to be arranged with the Assistant Superintendent of Business.
- 73 H. 46-week employees shall work the scheduled school calendar workdays, two weeks prior to the start of school and two weeks after the close of school and twenty days to be arranged with the Assistant Superintendent for Instruction.
- 74 I. Any request to deviate from this schedule must be submitted in writing to the Superintendent of Schools for his approval.
- 75 J. When weather and/or road conditions make it necessary to close school, administrators on less than 52 week contracts are not required to report. Should an administrator request a personal day or a sick day and school is cancelled because of inclement weather, those administrators shall not be charged with the deduction of a personal or sick day. If additional days with students in attendance are added to the calendar at the end of the school year to make up for inclement weather days, additional pay shall not be made for these days, but shall be considered as paid when school was closed. It is further understood that the end of year schedule for administrators will also be adjusted to reflect the extension of the school calendar work days.
- 76 K. If the Superintendent or his designated agent determines that an administrator needs to work additional time during the year, such administrator shall either be paid his daily rate of pay for each additional day he is required to work or be granted compensatory time off during the school year. The Superintendent or his designated agent shall have sole discretion in determining the dates for any compensatory time off.
- 77 L. If an administrator is planning to engage in a program of professional growth which will affect his schedule of work, he will first seek permission from the Superintendent or his designated agent grants the administrator's request to engage in a program of professional growth, then a new work schedule

for the administrator will be established by the Superintendent or his designated agent.

- 78 M. The Supervisor of Transportation shall be compensated with one half (1/2) day of compensatory time for each day that he/she reports to work to determine if school will be held and school is subsequently closed due to inclement weather or some other cause.

ARTICLE XVI - CONTINUITY OF SERVICE

- 79 PAT and the Board recognizes that strikes and other forms of work stoppages by administrators are contrary to law and public policy. PAT and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. PAT, therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any administrator take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any administrator to comply with the provisions of the Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XVII - MISCELLANEOUS

- 80 A. PRINTING OF CONTRACT

Copies of this agreement shall be printed at the expense of the Board and presented to all administrators now employed or hereinafter employed by the Board.

- 81 B. IN-SERVICE TRAINING

1. The Board recognizes the value of in-service training. Administrators are encouraged to take part in such training. Administrators will be excused for professional conferences upon approval of the Superintendent.
2. Request for attendance at any conference will be in writing to the immediate supervisor two (2) weeks in advance together with estimates of costs. Reimbursement for expenses will be paid when prior approval has been granted.

- 82 C. PARENT COMPLAINTS

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator or a program or an employee he supervises, that such citizen shall be advised to first dis-

cuss the matter fully, either by phone or in person, with the administrator involved. If the complaint is not settled after discussion between the citizen complainant and the subject administrator or if the citizen complainant refuses to discuss the matter with the subject administrator, then the subject administrator shall be given the opportunity, either in person and/or by memorandum, to provide the necessary background information regarding the complaint as well as any explanations to support his or her actions, before any further action is taken by the Board or its designated agent.

83 D. PROTECTION OF PERSONS AND PROPERTY

1. Any case of assault and battery upon or by an administrator shall be promptly reported to the Board or its designated agent by said administrator.
2. Except in cases where a conflict of interest exists, the Board shall provide legal representation, through the initial trial state, to an administrator who has been sued as a result of any assault and battery in which the administrator was involved. However, under no circumstances will the Board be responsible or liable for any damages awarded against the administrator who is found to be at fault in the incident shall be required to reimburse the Board for any legal fees incurred by the Board on behalf of the administrator.
3. Time lost by an administrator in connection with any assault and battery in which the administrator is involved, not compensated for under the Worker's Disability Compensation Act, shall not be charges against the administrator unless he is found to be at fault by a court of competent jurisdiction or the Board.
4. Except in cases where reimbursement is available to an administrator through is own insurance plan or some other means of redress, an administrator shall be reimbursed for any loss, damage, or destruction of clothing or personal property which results from an assault and battery upon the administrator in which he was appropriately carrying out his duties and in which he was not at fault.
5. Those personal materials and equipment which have been insured by the Board pursuant to this Article and which are used by an administrator for his assignment and which are damaged or destroyed because of fire, wind, rain or other physical plant problems shall be replaced or paid for by the Board out of any insurance proceeds it receives from said insurance company.

Administrators desiring to avail themselves of the pro-

tection as herein provided shall submit to the Superintendent or his designated agent a written request to that effect. Accompanying such request, the administrator shall include a detailed written description of the item(s) he or she desires the Board to insure along with a dated receipt reflecting the original purchase price of the item(s) to be protected. If the property to be protected is not new, the administrator shall include, along with the aforementioned items, his or her best estimate of the item(s) depreciated present value and an explanation of the manner in which same was calculated. Within a reasonable time after receipt of the administrator's request, the Superintendent or his designated agent will review the materials to be insured by the Board and approve or disapprove the request, it shall be for a specified period not to exceed the end of the then present school year.

It is expressly agreed that the Board shall not be liable for losses incurred by any administrator which (1) were not approved in advance by the Superintendent or his designated agent, or (2) can be attributed to, in whole or in part to the negligence of the administrator, or (3) results from the administrator's failure to comply with the instructions of the Superintendent or his designated agent relative to the safekeeping and storage of such items.

84 E. USE OF DRUGS OR INTOXICANTS ON SCHOOL PROPERTY

Drinking alcoholic beverages on school property or being under the influence of intoxicants or non-prescribed drugs on school property is strictly forbidden.

ARTICLE XVIII - SCOPE OF AGREEMENT

85 A. If any provision of this agreement or any application of the agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

86 B. The Board and the PAT acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of employment or other conditions of employment

and expresses all obligations of, and restrictions imposed upon, the Board.

- 87 C. Except as otherwise provided in paragraph (d) of this Article, the Board and PAT, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. During the life of this Agreement the Board shall deal with all matters not expressly covered herein through the exercise of its management right and without prior negotiations with PAT.
- 88 D. During the term of this agreement, the Board and Association shall negotiate the wages, hours and conditions of employment of any new administrative position which has been placed in the bargaining unit through an accretion election set up by the M.E.R.C. In addition, the Board and Association, during the term of this Agreement, shall negotiate the wages, hours and conditions of employment of any existing bargaining unit position which has undergone a change in title and a substantial and material change in the scope of its assigned duties and responsibilities, if PAT requests negotiations within ten (10) calendar days after having served notification of the revision of the existing bargaining unit position.

ARTICLE XIX - COMPENSATION

89 A. SALARY

1. All employees in the Bargaining Unit who are on the Board's active payroll as of the date this Agreement is ratified and signed shall receive salary shall receive salary for their respective positions as set forth in Appendix A.
2. A one percent (1%) of salary longevity premium shall be paid to each administrator who has served at least ten (10) years in the employ of the Swartz Creek Community School District. An additional one percent (1 1/2%) longevity premium shall be paid for each additional five (5) year period of service in the employ of the Swartz Creek Community Schools.

90 B. INSURANCE, MILEAGE AND ANNUITIES

1. Pursuant to the authority set forth in Act No. 451 of the Public Acts of 1976, as amended, the Board agrees to provide the insurance protection to members of the PAT bargaining unit as set forth in Appendix B.

2. Upon receipt of a written application, the Board agrees to provide each full-time employee with health care protection, as specified in Appendix B of this contract, for the employee and his entire family.
3. Every administrator in the bargaining unit is eligible for the above mentioned protection provided the administrator is not eligible for more extensive employee paid insurance through the employer of his/her spouse.
4. Except when an insurance carrier is specifically set forth in the contract or Appendices, the sole authority for the selection of the insurance carrier of any insurance plan shall be with the Board. The Board may change insurance carriers, at any time provided the benefits (e.g., hospital, surgical, disability pay, etc.) afforded hereby shall not be diminished.
5. The Board shall pay each of its administrators the I.R.S. mileage rate per mile as established by policy for travel involved in the discharge of official duties which require use of an administrator's personal automobile.
6. Any administrator may contribute to a tax-deferred annuity or tax-deferred compensation by payroll deduction with a company of his choice.

ARTICLE XX - DURATION

This agreement shall be effective as of July 1, 1987, and shall continue in effect until 11:59 P.M., June 30, 1989. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

It is further agreed that both parties will enter into a continuing dialogue with the intent to define contract language. A series of monthly meetings will be held to meet this purpose. Contract language which is mutually acceptable to both parties will be incorporated in the Master Agreement after acceptance by both governing bodies.

In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this

_____ day of _____, 1988.

PRINCIPAL ADMINISTRATOR TEAM

Harold F. Sturge

DATE 3/14/88

SWARTZ CREEK BOARD OF EDUCATION

Joseph P. Adair

DATE 3-10-88

APPENDIX A

SALARY RANGE *

| | <u>WEEKS</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--|--------------|----------------|----------------|
| Director of Community Education | 52 | \$45,500 | \$56,500 |
| Asst. Director of Community Education | 52 | 25,000 | 30,500 |
| High School Principal | 46 | 45,500 | 56,500 |
| Asst. High School Principal | 42 | 39,000 | 49,800 |
| Middle School Principal | 44 | 44,000 | 50,500 |
| Asst. Middle School Principal | 42 | 38,000 | 45,000 |
| Elementary Principal | 41 | 40,000 | 49,000 |
| Director of Special Education Services | 41 | 39,000 | 46,000 |
| Supervisor of Buildings & Grounds | 52 | 27,000 | 33,000 |
| Supervisor of Transportation | 45 | 18,000 | 23,000 |
| Athletic Director | 42 | 36,000 | 43,000 |
| Cafeteria Manager | 41 | 16,000 | 21,000 |
| Driver Education | | 3,500 | 4,200 |

* This salary range is effective for the duration of the agreement, July 1, 1987 through June 30, 1989.

P.A.T. recognizes the Board reserves the right for placement of new and/or re-assigned Administrators in the Administrative Salary Range dependent upon job assignment and scope of responsibility.

SALARY SCHEDULE
Composite

| | <u>1987-88</u> | <u>1988-89</u> |
|---|----------------|----------------|
| Director of Community Education | \$52,494 | \$55,284 |
| Assistant Director of Community Education | 28,402 | 29,912 |
| High School Principal | 52,858 | 55,667 |
| Assistant High School Principals | | |
| Elie Ghattas | 44,361 | 46,718 |
| Lou MacGready | 47,205 | 49,716 |
| Middle School Principal | 48,898 | 51,496 |
| Assistant Middle School Principals | | |
| Martha Openlander-Britton | 42,072 | 44,307 |
| Michael Gibbons | 40,575 | 42,731 |
| Elementary Principals | | |
| Andrew Cook | 42,819 | 45,095 |
| Curtis Dunn | 46,007 | 48,452 |
| David Kittell | 46,007 | 48,452 |
| Louie Medlin | 46,007 | 48,452 |
| Martha Price | 43,048 | 45,337 |
| Frank Rehanek | 42,917 | 45,199 |
| Director of Special Education Services | 43,333 | 45,636 |
| Supervisor of Buildings & Grounds | 31,039 | 32,688 |
| Supervisor of Transportation | 21,338 | 22,472 |
| Athletic Director | 40,719 | 42,883 |
| Cafeteria Manager | 18,987 | 19,996 |
| Driver Education | 3,983 | 4,195 |

APPENDIX B

INSURANCE

1. The insurance premium for full family hospitalization shall be employer paid. The administrator has a choice of:

MESSA (Super Med 2) or Blue Cross/Blue Shield, Master Med, N-4, with \$2.00 PDP drug rider or equivalent insurance. Any life insurance included in a MESSA policy shall be an offset against the life insurance included in the group life insurance policy.

Employees not electing health coverage under the above shall be eligible, upon application, to receive \$1241 per year, which the employee shall apply to any of the authorized annuity or tax deferred compensation carriers as specified by the Board. Said monies shall be deposited in two equal installments on the tenth (10th) and twentieth (20th) pays. The tax shelter amount shall be increased in any subsequent years by the percentage of increase in the full family premiums of the majority carrier named in the Master Contract.

2. Full payment of AD+D convertible group term life insurance policy on administrator in multiples of \$1,000, which shall not be less than 200% of the administrator's salary, but shall not exceed \$100,000 coverage.
3. Long Term Disability: All administrators shall be provided long term disability with the following specifications:
 - a. 66 2/3% of basic monthly wages to a maximum benefit of \$3,500 per month. Basic monthly wages to be annual contract salary divided by 12.
 - b. Elimination period of not less than 45 calendar days or accumulated sick leave, whichever is less.
 - c. Maximum income period:
 1. Accident - to age 70
 2. Sickness - to age 70
 3. But not less than 12 months
 - d. Other income offsets:
 1. Social Security primary benefits only except that any benefits payable under Social Security Act on behalf of dependents of the disabled employee, exceeds 70 percent of his monthly earnings from the employer immediately prior to his disablement, then the income benefit payable shall be further reduced so that the sum of these benefits equals 70 percent of earnings.

2. Workmen's Compensation.
 3. Other group disability plans sponsored or paid by Board funds.
 4. Michigan Public Teachers Retirement Act.
 5. Other earned income unless part of approved rehabilitation program.
- e. Integration with social security to be frozen at the level of benefits which exists at date of disability.
 - f. Pre-existing conditions to be covered without restriction.
 - g. Rehabilitation clause - 50% offset maximum up to 24 months minimum adjusted benefits - 10%.
 - h. Successive periods of disability separated by less than 6 months recovery will be construed as the same disability and benefits will resume immediately without a new elimination period - same or related cause(s).
 - i. Illness and/or disability related to childbirth will be covered as other illness.
4. The Board shall provide Delta Dental Care Plan E with orthodontic rider 07 or its equivalent for administrators and their eligible dependents. Said coverage shall be at the rate of 90% for 1985-86 and 100% of cost coverage for 1986-87.
 5. Vision: The Board will provide the MESSA VSP3 Vision Care Plan, or an equivalent plan, for all members of the Bargaining Unit and their eligible dependants.
 6. Requested Leave:
 - a. Fringe benefits will be paid through the month following the month of the start of the leave.
 - b. When on an approved extended leave of over one month, an administrator may keep this insurance in effect if allowed by the insurance contract agreement by providing the school with a check or money order for the proper amount made out to the insurance company involved, or when possible, by authorizing the Board to make advance deductions.
 - c. All fringe benefits will be terminated after an individual contract is deemed to be null and void.

7. It is understood that fringe benefits are for a 12 month year.
8. The Board shall provide for a biannual physical for each administrator with the cost not to exceed \$100.
9. Retirement Incentive:
 1. Upon retirement each administrator shall receive payment for unused sick days at the rate paid to daily teacher substitutes to a maximum of 150 days.
 2. Upon retirement each administrator shall receive a lump sum payment of \$2,000.00.

APPENDIX C

PERFORMANCE OBJECTIVES EVALUATION FORM WORKSHEET

- A. Director of Community Education
- B. Assistant Director of Community Education
- C. Secondary Principal
- D. Assistant Principal
- E. Elementary Principal
- F. Director of Special Education
- G. Supervisor of Building and Grounds
- H. Supervisor of Transportation
- I. Athletic Director
- J. Cafeteria Manager
- K. Driver Education

SWARTZ CREEK COMMUNITY SCHOOLS

ADMINISTRATIVE PERFORMANCE INSTRUMENT

Name of Employee: _____ Date _____

Position _____ Title _____

Name of Supervisor _____ Title _____

- A. The evaluation cycle will be considered to be the time between April 1, of the current year to April 1, of the following year.
- B. The first evaluation meeting will be held between the PAT member and his/her immediate supervisor between April 1 and October 15. This meeting will be to establish annual objectives and weigh the importance of the listed objectives. Board established district-wide goals which are appropriate to their responsibilities shall be added within thirty (30) days of the Board's adoption of said goals. Prior to the first meeting with their supervisor, the Administrator shall circle the weighted importance of each performance objective.
- C. At least one evaluation meeting will be held between January 10 and April 1 annually. At this meeting both the PAT member and his/her supervisor will review the Degree of Accomplishment on the stated objectives. The final evaluation will become the evaluation form to be placed in the administrator's personnel file.

My signature below is acknowledgment that I have seen and discussed this evaluation with my supervisor.

Remarks by Administrator: (If additional space is needed, please attach to this form).

Date _____

Signature of Administrator

Date _____

Signature of Supervisor

Supervisor's Copy
Personnel's Copy
Administrator's Copy

The Evaluation Form will include the following:

Narrative Summary

Rating

Satisfactory _____

Unsatisfactory _____

