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06/30/2006

# LABOR AGREEMENT

BETWEEN

BENTON HARBOR AREA SCHOOLS (BHAS)

AND

BENTON HARBOR AREA SCHOOLS  
ADMINISTRATORS ASSOCIATION  
AFSA/AFL-CIO, LOCAL NUMBER 86

July 1, 2001 ~ June 30, 2002  
July 1, 2002 ~ June 30, 2003  
July 1, 2003 ~ June 30 2006

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AFSA, AFL-CIO  
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**SUMMARY OF TENTATIVE LABOR AGREEMENT BETWEEN BENTON HARBOR  
AREA SCHOOLS BOARD OF EDUCATION AND BENTON HARBOR AREA SCHOOLS  
ADMINISTRATORS ASSOCIATION**

*Entered into Thursday, February 9, 2006*

On Thursday, February 9, 2006, the bargaining teams representing the Benton Harbor Areas Schools Board of Education and Benton Harbor Area Schools Administrators Association reached a tentative agreement on a successor collective bargaining agreement. The terms and conditions of that tentative labor agreement entered into by the bargaining teams are as follows:

- 1) A three-year collective bargaining agreement expiring on June 30, 2006 excluding health care insurance (Article VIII, Section 3).
- 2) All terms and conditions of the prior collective bargaining agreement between the parties except as modified during negotiations for a successor agreement excluding grievances and arbitrations prior to the 2005-2006 school year. The parties agree that all grievances filed by members of the Administrators Association, or by the Association on behalf of its members, prior to the start of the 2005-2006 school year are deemed to be fully and finally resolved and will not be submitted to arbitration, or be eligible for arbitration if already submitted to arbitration.
- 3) During 2003-2004, Administrators salaries will be "frozen" at the 2002-2003 levels. However, any Administrator who was eligible for a step increase during 2003-2004, 2004-2005 has already received his/her step increase.
- 4) For 2004-2005, Administrators' daily dollar rate from Appendix A of the collective bargaining agreement shall be increased by 1.0%.
- 5) For 2005-2006, Administrators' daily dollar rate from Appendix A of the collective bargaining agreement shall be increased by 2.0%.
- 6) For 2005-2006, Article VI, Section 3: Personal Business Leave shall increase from two to three personal business leave days per school year. All current provisions of Article VI, Section 3 govern any administrator's eligibility for and use of personal business leave.
- 7) Administrators electing to receive health care benefits will be covered by a health care plan as proposed from the SET SEG School Insurance Specialists written proposal. As proposed by SET SEG, this plan is a high deductible health savings plan (HSA) fully funded by the District annually through December 31, 2008.

- 8) The Benton Harbor Area Schools Administrators Association bargaining team will support the tentative agreement and recommend that its membership ratify the tentative agreement. Similarly, the Benton Harbor Area Schools bargaining team will support the tentative agreement and recommend that the Board of Education vote to adopt the tentative agreement.

BENTON HARBOR AREA SCHOOLS  
BOARD OF EDUCATION

Date 2/14/06

By J. Allene Smith

Its President

BENTON HARBOR AREA SCHOOLS  
ADMINISTRATORS ASSOCIATION

Date 2/14/06

By Larry Gavin

Larry Gavin, President, BHASAA  
Its Bargaining Team Spokesperson

## TABLE OF CONTENTS

AGREEMENT.....p. 1

WITNESSETH.....p. 1

### RECOGNITION

Unit Description.....	p. 1
Management Rights.....	p. 1
Non-Discrimination.....	p. 1
Prohibited Association Activity.....	p. 2
Definition of Terms.....	p. 2
Information Available.....	p. 2
Use of Facilities and Equipment.....	p. 2
Administrator Rights Pursuant to P.A. 379.....	p. 2
(a) Association Membership.....	pgs. 2-4

SPECIAL CONFERENCES.....p. 5

### GRIEVANCES

Grievance Defined.....	p. 5
Grievance Process.....	p. 5
First Step.....	p. 5
Second Step.....	p. 6
Third Step.....	p. 6
Fourth Step.....	p. 6
Grievance Time Limitation.....	p. 7
Processing of Grievance.....	p. 7
Just Cause Provision.....	p. 7

### STRIKES and LOCKOUTS

Association/Employer Proscribed Activity.....	p. 7
Individual Proscribed Activity.....	p. 7

### SICK LEAVE

Principle of Sick Leave.....	p. 7
Acquiring Sick Leave Credits.....	p. 8
Eligibility Requirements.....	p. 8
Use of Sick Leave Credits.....	p. 8
Workers' Compensation.....	pgs. 8-9
Doctor's Examination.....	p. 9
Disability Leave.....	p. 9
Sick Leave Statement.....	p. 10

### LEAVES OF ABSENCE

Funeral Leave.....	p. 10
Professional Development Conferences.....	p. 10
Personal Business Leave.....	pgs. 10-11

Military Leave.....	p. 11
Jury Duty.....	p. 11
Witness Duty.....	p. 11
Family and Medical Leave Act.....	pgs. 11-12
Meritorious Leave.....	p. 12

#### HOURS

Work Day.....	pgs. 12-13
---------------	------------

#### WAGES

Salary.....	p. 13
Professional Organizations.....	p. 13
Health Insurance.....	p. 13
Insurance Options.....	pgs. 13-14
Dental Insurance.....	p. 14
Vision Care.....	p. 14
Life Insurance.....	p. 15
Payroll Deduction.....	p. 15
Long Term Disability Insurance.....	p. 15
Short Term Disability Insurance.....	p. 16

#### HOLIDAYS

Number of Holidays.....	p. 16
Holiday Qualifications.....	p. 16

#### VACATIONS

Earning Vacation.....	pgs. 16-17
Vacation Scheduling.....	p. 17
Contract Termination.....	p. 17

#### VACANCIES and ASSIGNMENTS

Administrative Vacancies.....	p. 17
New or Modified Positions.....	p. 18
Temporary Assignments.....	p. 18
Right of Assignment.....	p. 18
Combined Assignments.....	p. 18
Temporary Employees.....	p. 19

#### AFFIRMATIVE ACTION

Affirmative Action - Hiring.....	p. 19
Staff Reduction.....	pgs. 19-21
Affirmative Action - Layoff.....	p. 21

EMPLOYEE SELECTION.....	p. 21
-------------------------	-------

ADMINISTRATOR REPRESENTATION.....	p. 21
-----------------------------------	-------

COMPLAINTS.....	p. 22
-----------------	-------

INDIVIDUAL CONTRACTS.....	pgs. 22-23
Probationary Period.....	p. 23
Curriculum Committee.....	p. 23

EVALUATION.....	pgs. 23-30
-----------------	------------

#### GENERAL

Rules and Regulations.....	p. 30
Personnel Files.....	p. 30
Physical/Mental Fitness.....	p. 30
Copies of Agreement.....	p. 30
School Closing.....	p. 30
Automobile Mileage Reimbursement.....	p. 31
Legal Counsel.....	p. 31
Property Reimbursement.....	p. 31
Budget Development.....	p. 31
Mail Service.....	p. 31
Subordinate Evaluation.....	pgs. 31-32
Professional Standards.....	p. 32
Drug and Alcohol Testing.....	p. 33
Bargaining Rights.....	p. 34
Entire Agreement.....	p. 34
Saving Clause.....	p. 34

#### DURATION OF AGREEMENT

This Agreement.....	pgs. 34-35
---------------------	------------

#### APPENDIX A (Salary Formula)

Section 1.....	p. 36
Section 2.....	p. 36
Section 3.....	pgs. 36-38
Section 4.....	pgs. 38-39
Section 5.....	p. 39
Section 6.....	p. 39
Section 7.....	p. 39
APPENDIX B (Evaluation).....	p. 40

APPENDIX C (Employee Days).....	pgs. 41-42
---------------------------------	------------

LETTER OF UNDERSTANDING.....	back page
Your Rights Under the Family Medical Leave Act.....	back page

INDEX.....	pgs. 43-46
------------	------------

## AGREEMENT

This Agreement entered into this 8<sup>th</sup> day of October, 2002, by and between the Benton Harbor Area Schools, Benton Harbor, Michigan, hereinafter referred to as the "Board" and Benton Harbor Area Schools Administrators Association hereinafter referred to as the "Association."

### WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote effective employer-employee relations for the mutual interest of the Board, the Association and the children who attend the schools in this district. Recognizing that providing a quality education for the children in the Benton Harbor Area Schools is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE I - RECOGNITION

**SECTION 1: UNIT DESCRIPTION.** Pursuant to and in accordance with the provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive bargaining representative for all secondary principals, junior high principals and their assistants, elementary principals and their assistants, special education supervisors, maintenance foreman, directors, administrative assistants and all other administrators, supervisors, coordinators, and temporary employees employed in the same unit position for sixty (60) consecutive working days, but excluding the superintendent, assistant superintendents, and administrative interns.

**SECTION 2: MANAGEMENT RIGHTS.** The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations and activities of the school district and to direct and supervise the employees who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

**SECTION 3: NON-DISCRIMINATION.** The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, height, weight, age, marital status, nationality, or political belief, nor shall either party discriminate against any employee because of his/her membership or non-membership in the Association. It is understood and agreed this provision shall not expand the time limitations specified in any applicable law.

**SECTION 4: PROHIBITED ASSOCIATION ACTIVITY.** The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activities during working hours.

**SECTION 5: DEFINITION OF TERMS.** In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- (a) Administrator shall mean any member of the Bargaining Unit.
- (b) Superintendent shall mean the Superintendent of Schools of the Benton Harbor Area Schools or designees.

**SECTION 6: INFORMATION AVAILABLE.** The Board agrees to make available to the Association, upon written request to the Assistant Superintendent for Human Resources/Labor Relations, any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints and that information which the Association is entitled to by law for the purposes of collective bargaining, and the Association shall reimburse the district for the reasonable cost in preparing and furnishing said information in writing to the Association, upon presentation of a bill to the Association.

**SECTION 7: USE OF FACILITIES AND EQUIPMENT.** The Association shall have the right to use school buildings and facilities, typewriters, mimeographing machines and other duplicating equipment at times other than during regular school hours when the equipment is not otherwise in use or needed for school business, provided prior approval is obtained from the Superintendent, or the individual directly responsible for said equipment. The Association shall reimburse the District for all facilities including the use of materials, supplies, trained operators and custodial service upon the presentation of a bill to the Association.

**SECTION 8: ADMINISTRATOR RIGHTS PURSUANT TO P.A. 379.** The Board and the Association recognize that every Administrator shall have the right, pursuant to the Michigan Public Employment Relations Act, to refrain from or to organize, join and support the Association within the purview of the law for the purpose of engaging in collective bargaining and other concerted lawful activities, including hours, wages, and other conditions of employment. It is understood and agreed this contract shall supersede and govern all individual administrator employment contracts.

- (a) Association Membership. From and after the effective date of this Agreement or as of the thirty-first (31st) day of employment, whichever is later, bargaining unit employees shall, as a condition of continued employment, either become a member of the Association or pay a service fee equal to the monthly dues uniformly required of all Association members. In the event an administrator does not



pay the service fee or membership dues as prescribed herein, the Association shall notify said administrator by certified mail, return receipt requested, that a request for discharge is being filed with the Board, a copy of which shall be sent to the Board along with the request for discharge. The annual dues/fee shall be certified to the Superintendent or designee on or before August 15 of each calendar year.

In the event an administrator does not comply with the above requirements, such administrator's employment shall be terminated at the end of the current school year, provided the Association has complied with the following:

(1) A notice of the administrator's obligation to tender dues or service charges as specified above is delivered to the administrator within thirty (30) days of the date said dues/fee were due.

(2) The administrator is given up to a total of sixty (60) days to meet said obligation.

(3) The amount and to whom such tender of dues or fee is to be made in order for the administrator to be in compliance.

(4) A notice must be sent at the end of said sixty (60) days referred to in paragraph two (2) above that the administrator has not complied with the above demand and that a request for the administrator's termination was being made to the Board.

(5) A copy of all communications between the Association and administrator and a certificate of non-compliance signed by the Association President must accompany the request for discharge by the Board.

(6) If the administrator(s) receiving termination notice shall pursue any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such administrator's employment shall not be terminated until such time as such administrator(s) have either obtained a final decision or said administrator(s) have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered by a court of competent jurisdiction.

(7) In the event of any action against the Board brought in a court or administrative agency because of its compliance with the provision (agency shop) of the Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Board gives timely notice of such action to the Association; and,

(b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

(c) Hold Harmless Clause. The Association agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of action taken by the Board in reliance upon the Association's certification of noncompliance or by reason of the Board's reliance upon the dues or fee payroll deduction authorization form.

(d) Dues/Fee Deduction. From the salaries of those administrators who sign and deliver to the Board an assignment authorizing the deduction of membership dues, assessments and/or representation fee of the Association, the Board will deduct such authorized amounts each month as is certified by the Association to the Board once each school year. The Board shall promptly remit the sum so deducted to the treasurer of the Association together with a list of the names of those Administrators from whose pay such deductions were made. Such deductions shall be made only so long as such authorizations are not revoked by the signing employees. The Association agrees to promptly advise the Board of all members in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article. In the event any authorized deduction or fraction thereof is not made, the Association shall promptly notify the Board and said deduction shall be made in addition to the regular deduction from the administrator's next month's check. The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits and/or other form of liability that may arise out of or by reason of any action taken by the Board in reliance upon or in compliance with the terms and provisions of this Section.

## ARTICLE II - SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Association's committee and the Superintendent or designee, subject to the following conditions:

- (a) These conferences shall be limited to one per month.
- (b) There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving said notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas.

## ARTICLE III - GRIEVANCES

**SECTION 1: GRIEVANCE DEFINED.** A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement. Class action grievances may be processed by the chairperson of the Association's grievance committee when an alleged grievance affects the entire bargaining unit. Said grievances shall be processed within seven (7) working days of the occurrence of the cause for complaint commencing with the second step of the grievance procedure.

**SECTION 2: GRIEVANCE PROCESS.** An administrator who believes he/she has a grievance must process the grievance in the following manner after first discussing the matter with his/her immediate supervisor. The administrator may request to have an association representative present during the oral discussion with his/her supervisor who, if the request is made, shall make the necessary arrangements for the meeting.

**FIRST STEP. Immediate Supervisor.** To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the aggrieved administrator and, must be presented to the aggrieved administrator's immediate supervisor within seven (7) working days after the occurrence of the event upon which the grievance is based or upon the reasonable ability to have knowledge thereof, with a copy of the grievance simultaneously given to the Assistant Superintendent for Human Resources/Labor Relations. The immediate supervisor or designee shall give a written answer to the aggrieved administrator within seven (7) working days after receipt of the written grievance. If the answer is satisfactory, the administrator shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the administrator and one (1) copy retained by the immediate supervisor.

**SECOND STEP. Superintendent or Designee.** If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Association representative and/or administrator must state in writing why the First Step answer was not acceptable, and said representative or administrator must present the grievance to the Superintendent, or designee, within seven (7) regularly scheduled working days after the immediate supervisor gave the employee the written First Step answer. The Superintendent or designee shall meet with the Association representative and the aggrieved administrator to discuss the grievance within seven (7) regularly scheduled working days after the grievance is presented at this Step. Within seven (7) regularly scheduled working days after the discussion, the Superintendent or designee shall give the Association a written Second Step answer. If the answer is satisfactory, the Association representative and/or aggrieved administrator shall so indicate in writing giving one (1) copy of the settled grievance to the Superintendent.

**THIRD STEP.** In the event the grievance is not resolved by the Second Step, the matter may be appealed to the Board of Education, provided a written notice of such appeal by the aggrieved employee or chairperson of the Association's grievance committee is presented to the Secretary of the Board of Education within ten (10) working days after receipt of the Second Step answer. If such appeal is taken, the Board of Education in executive session, or a committee of members and/or its designated representatives, shall meet with the Association's grievance committee to attempt to resolve the grievance within ten (10) working days after the receipt of the notice of appeal to this Step. A copy of the Board's disposition of the grievance shall be given to the Association and the employees involved within ten (10) working days after such meeting. The Board's disposition of all grievances involving discharge or demotion shall be final and not subject to further appeal or arbitration. However, the demoted or discharged employee shall have the right to appear before the Board and present evidence as to why he/she should not be demoted or discharged.

**FOURTH STEP.** If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the Federal Mediation and Conciliation Service, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Board of Education's Third Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service (FMCS) shall be shared equally by the Board of Education and the Association.

**SECTION 3: GRIEVANCE TIME LIMITATION.** Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Board and the Association. In the event the Association does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Board's last answer. If the Board fails to respond within timelines specified, the procedure goes to the next step.

**SECTION 4: PROCESSING OF GRIEVANCE.** It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved employee, the Association and the Board to hold proceedings during regular working hours, a grievant participating in any level of the grievance procedure, on his/her own behalf or on the behalf of the Association, with any representative of the Board, shall be released from assigned duties for the period necessary without loss of salary.

**SECTION 5: JUST CAUSE PROVISION.** No administrator shall be disciplined (including warnings, reprimands, demotions, discharges, or other actions of a disciplinary nature) without just cause. Any such disciplinary action shall be subject to the grievance procedure set forth in this Agreement beginning with Step One.

#### ARTICLE IV - STRIKES AND LOCKOUTS

**SECTION 1: ASSOCIATION/EMPLOYER PROSCRIBED ACTIVITY.** The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the District. The Employer agrees that during the same period, it or its agents, will not authorize, instigate, and/or condone lockouts.

**SECTION 2: INDIVIDUAL PROSCRIBED ACTIVITY.** Individual administrators or groups of administrators who instigate, aid, or engage in work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the District, may be disciplined or discharged in the sole discretion of the Employer. The fact as to whether an administrator engaged in the proscribed activity shall be subject to the grievance procedure.

#### ARTICLE V - SICK LEAVE

**SECTION 1: PRINCIPLE OF SICK LEAVE.** For employees who qualify therefore, paid compensable sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

**SECTION 2: ACQUIRING SICK LEAVE CREDITS.** Administrators on a 260-day employment contract shall be credited with fifteen (15) compensable leave days per year. Administrators on a 210 to 240-day employment contract shall be credited with fourteen (14) compensable leave days per year and those administrators on a 190 to 205-day employment contract shall be credited with thirteen (13) compensable leave days per year. Unused compensable leave credits will be allowed to accumulate from year to year.

**SECTION 3: ELIGIBILITY REQUIREMENTS.** In order to qualify for compensable leave payments, the administrator must report to his/her immediate supervisor not later than one (1) hour before his/her normal starting time on the first day of absence, unless said notice was impossible to give.

**SECTION 4: USE OF SICK LEAVE CREDITS.** Qualified employees subject to this provision set forth in this Article, shall be eligible for sick leave in increments of not less than one-half (½) day from and to the extent of their unused accumulated bank of compensable leave days in the following situations:

(a) When an employee's absence from work is due to the employee's non-duty incurred illness or injury, or the injury was not attributable to causes occurring while performing work for which the employee is paid by someone other than the Board.

(b) When an employee's current spouse, child or parent becomes ill or is accidentally injured, the employee shall be entitled to five (5) days of accumulated sick leave credits when it is necessary for said employee to be absent.

(c) A father, upon the birth of his child, may use up to three (3) sick leave credits when it is necessary that he be absent from work for the purpose of caring for his other children.

(d) Effective the 2002-2003 school year, an eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end bonus at the rate of \$62 per day. To be eligible for such a bonus, an employee must maintain a balance of at least sixty (60) accrued sick leave days in his/her account after the conversion of the sick days. Requests for bonus payments shall be given to the Employer in writing and be signed by the employee no later than December 1 each calendar year. Payment of the bonus shall be made during December.

**SECTION 5: WORKERS' COMPENSATION.** Any administrator who is absent because of an injury or disease compensable under the Michigan Workers'

Compensation Law shall be entitled to use accumulated sick leave in one-half day increments to make up the difference between the allowance under the Workers' Compensation Law and the administrator's regular salary. The Board agrees to continue to contribute its portion of the employee's benefit premiums for an employee who uses sick leave to make up the difference on the same basis as it had immediately prior to the start of said leave.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an employee is on Workers' Compensation, other than the insurance as above provided.

An Administrator who is receiving Workers' Compensation benefits may be assigned, irrespective of seniority, to a position he/she is capable of satisfactorily performing. In the event the employer creates an administrative position so as to assign an employee who falls within the provisions of this section, the employer shall not be required to post such position.

The Board agrees that when an administrator is capable of performing the duties of his/her former position, the employee will be returned to the administrative position previously held.

**SECTION 6: DOCTOR'S EXAMINATION.** Employees may be required to furnish a medical doctor's statement to support the necessity for more than three (3) separate sick leave absences per year and/or to certify that the employee is physically and/or mentally fit to remain on duty or return to duty at the conclusion of such illness or disability. In order for the employee to be eligible for sick leave pay, he/she must be examined by a physician and such physician's determination shall be binding as to whether said employee qualified for sick leave pay.

**SECTION 7: DISABILITY LEAVE.** An employee who is unable to work because of personal illness, pregnancy, or disability not covered by Workers' Compensation and who has exhausted all his/her compensable sick leave credits shall, upon request, be granted a leave of absence, without pay or benefits for the duration of the school year, if necessary. Upon request, the leave may be renewed for an additional school year. In order for such leave to be extended for an additional school year, the employee must supply the Board with medical certification from a qualified medical physician attesting to the necessity for such absence or the continuation thereof. As a condition to returning to work, the employee shall furnish to the Assistant Superintendent for Human Resources a certification from a medical physician attesting to the fact that the employee's physical or mental condition is such that said employee is capable of performing the essential functions of his/her normal or newly assigned position.

An Administrator who has been on disability leave may be assigned, irrespective of seniority, to a position he/she is capable of satisfactorily performing. In the event the employer creates a position so as to assign an employee who falls within the provisions of this Section, the employer shall not be required to post such position.

**SECTION 8: SICK LEAVE STATEMENT.** The Board shall furnish each administrator with a written statement by October 1<sup>st</sup> of each year setting forth his/her total accumulative sick leave credit.

## ARTICLE VI - LEAVES OF ABSENCE

**SECTION 1: FUNERAL LEAVE.** Administrators shall receive the amount of pay they would have received for each day necessarily lost during their normal scheduled work week, not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. When travel distance, or other circumstances warrant, additional days of absence may be allowed without pay, or may be deducted from an administrator's sick leave days.

For the purpose of this Section, immediate family shall be defined as an employee's spouse, children, parents, or step-parents or foster parents, brother, sister, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents, grandchildren, or any other person for whose financial or physical care the administrator is solely responsible. In the event of a death of a colleague employed by the District, the Board agrees to allow representation at the funeral as determined by the Superintendent or designee. Other requests for funeral leave may be granted by the Superintendent or designee.

**SECTION 2: PROFESSIONAL DEVELOPMENT CONFERENCES.** In order to encourage administrators to keep abreast of the newest developments in education, the Board shall permit its administrators to attend professional conferences and workshops upon approval of the Superintendent or designee. A written request shall be submitted to the administrator's immediate supervisor at least ten (10) working days prior to the date of the convention or conference. If possible, the administrator shall be notified within five (5) working days from the time of submission of the request, informing him/her whether the conference has been approved or denied. The administrator shall be responsible for making the necessary arrangements to ensure that his/her duties are carried out during his/her absence. A summary report of what was learned at the conference or workshop may be filed with the immediate supervisor within ten (10) working days after return from said conference or workshop.

**SECTION 3: PERSONAL BUSINESS LEAVE.** An administrator may take up to two (2) personal business leave days per year. The request for time off must be



submitted in writing to his/her immediate supervisor. The request must state the requested day, or days, off and must state the reason why the leave is necessary and must be filed with and approved by the immediate supervisor at least five (5) days in advance of the requested time off when possible. Prior to giving permission for the personal business leave, the immediate supervisor shall verify with the Human Resources Department the availability of personal business days for the administrator requesting the leave of absence. "Personal Leave" shall be sufficient reason for such requests and permission for such requests will not be unreasonably withheld. Except in emergency situations, as determined by the Superintendent or designee, such personal business leave will not be permitted on the last school day prior to or the first school day following a recess period, or during parent conference days or teacher record days. (Such leave shall not be deducted from the Administrator's sick leave. Unused personal leave days shall be added to the Administrator's accumulated sick leave.)

**SECTION 4: MILITARY LEAVE.** An administrator who enters the military service by draft or enlistment shall be granted a leave of absence without pay or fringe benefits for that purpose and at the conclusion of such leave shall be reinstated in accordance with any Law or Act enacted by the Congress of the United States.

**SECTION 5: JURY DUTY.** An administrator who is required to report for and/or perform jury duty, as prescribed by applicable laws, shall, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work.

**SECTION 6: WITNESS DUTY.** An administrator who is subpoenaed to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the administrator's pay and the pay received for performance of such obligation with the exception of any cases involving any action brought against the Board by the Association or any member thereof. If an administrator is released from said duty in time to report to his/her assigned work station two (2) or more hours before the end of the work day, said administrator shall so report in order to receive the pay above referred to.

**SECTION 7: FAMILY AND MEDICAL LEAVE ACT.** Pursuant to the Family and Medical Leave Act of 1993, as amended, an employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption, or foster care placement of an employee's child;

- (b) Serious health condition of an employee's spouse, child, or parent;
- (c) The employee's own serious health condition.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks per twelve (12) month period of time. The employee returning from a leave under this Act shall be returned to his/her previous position or equivalent position. All leaves shall be granted only in accordance with federal regulations.

**SECTION 8: MERITORIOUS LEAVE.** The Board may grant a leave of absence without pay or Board paid fringe benefits of up to one (1) year to any administrator for meritorious reasons. No salary increment shall occur during such leave. Upon request, an additional year may be granted.

## ARTICLE VII - HOURS

**SECTION 1: WORK DAY.** It is understood and agreed that the varying needs of the District and each building and department herein require that the Board maintain a high degree of flexibility in establishing hours of work. Therefore, the exact starting and ending time each day, as well as total days worked and hours of each day, shall be established by the Board as need dictates. Each employee shall be informed of his/her hours and days of work scheduled by his/her immediate supervisor. However, the normal work day for principals, assistant principals, and administrative assistants will be at least eight (8) hours per day, which shall include a one-half (½) hour lunch period which shall be taken in their respective buildings. Administrators wishing to leave the building during the lunch period or their work day may do so with the approval of their immediate supervisor.

It is understood that emergency situations or job responsibilities may dictate an administrator, on occasion, to leave his/her building during his/her work day. However, anytime children are in the building, the building administrator shall receive approval from the appropriate Assistant Superintendent before leaving the building, and shall leave a number at his/her building where he/she can be reached. After children have been properly dismissed from the building, greater latitude will be allowed the building administrator in leaving the building but prior approval must still be obtained from the immediate supervisor.

(a) It is likewise understood and agreed that the needs of the District also dictate that employees make themselves available for staff meetings, conferences with teachers and parents and other meetings called by the administration outside their normal work day. Therefore, each employee shall make himself or

herself available as the need requires without additional compensation for attendance at said meetings.

(b) It is understood and agreed that the Association will encourage all administrators to fully participate in all applicable professional development.

(c) When compensatory time is granted as the result of parent/teacher conferences, building administrators shall be granted time off equivalent to that time off granted the teachers assigned to the administrator's building.

## ARTICLE VIII - WAGES

SECTION 1: SALARY. The formula for calculating salaries as set forth in Appendix A is hereby incorporated herein by this reference.

SECTION 2: PROFESSIONAL ORGANIZATIONS. All administrators shall select and join an appropriate professional group(s) or association(s). The Board shall pay annual state and national membership fees up to One Hundred Fifty (\$150.00) Dollars per year.

SECTION 3: HEALTH INSURANCE. Effective with the first month, at least thirty (30) days following the execution of this Agreement and for the life of this Agreement, the Board shall provide each full time administrator with MESSA Super Care I health insurance for the employee and his/her eligible dependents as defined by MESSA and its underwriter. Effective September 1, 2002, prescription drug coverage shall be under MESSA's \$5 generic/\$10 brand co-payment rider. Such health insurance coverage shall be available to each full-time administrator for a full twelve (12) month period provided the administrator fulfills his/her contractual commitment to the District as set forth in the administrator's individual contract. An Administrator who resigns, retires or is terminated for any reason during the school year shall be eligible for said health insurance on a pro rata basis depending upon the time worked prior to said separation.

SECTION 4: INSURANCE OPTIONS. Where more than one member of the same family, i.e., husband, wife, or unmarried children, are employed by the Board and both are eligible employees, the Board may specify whether both or all shall enroll as individuals, or whether one shall enroll for full family coverage and list the other or others, provided that all such members of the family shall have, at all times, the coverage to which they are entitled by virtue of the employment status of any member of the family. In the event an employee's spouse is employed by someone other than the Board and his or her employer provides comparable health insurance coverage paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance for said

employee. It is further agreed that the Board will provide, for those not choosing any one of the above, a maximum contribution equal to the single subscriber rate currently in effect under MESSA Super Care I per month toward the purchase of:

- (a) Long Term Disability
- (b) Accidental Death and Dismemberment
- (c) \$10/\$20 Hospital Supplement
- (d) Additional Life Insurance
- (e) Additional Dependent Life Insurance
- (f) Loss of Time (Income Protection)
- (g) Other available coverage under MESSA Super Care I
- (h) MESFA Tax Annuities
- (i) Horace Mann

It shall be the responsibility of the employee to inform the Administration of his/her desire for coverage or of any changes in family status that may affect the insurance status. For those employees who are laid off due to lack of work or on prolonged leave of absence, the Board will pay the subscription (premium) rate for the employee's insurance coverage through the month following the month in which that start of such lay-off or leave of absence began. In order for such employee to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates. In the event an employee quits, retires, or is terminated, the Board's liability for premium or subscription rates shall be automatically terminated.

**SECTION 5: DENTAL INSURANCE.** Effective upon execution of this Agreement, and for the life of this Agreement, the Board shall provide without cost to the employee, dental insurance coverage under Delta Plan H/0-3 with Co-Pay 85/50/50, including internal and external coordination of benefits.

**SECTION 6: VISION CARE.** Effective upon execution of this Agreement, and for the life of this Agreement, the Board shall provide, without cost to all administrators, MESSA vision insurance, Plan VSP II.

**SECTION 7: LIFE INSURANCE.** The Board shall provide without cost to the employee, a total of \$40,000 Term Life Insurance and \$40,000 Term Accidental Death and Dismemberment for each employee. For those employees who select MESSA Super Care 1, the Board will provide a total of \$35,000 Term Life Insurance and \$35,000 Term Accidental Death and Dismemberment Insurance.

**SECTION 8: PAYROLL DEDUCTION.** 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, United Community Fund, one other designated and named recipient, or any other plans or programs jointly approved by the Association and the Board. The companies from which annuities may be obtained shall be limited to the following:

1. Investors Syndicate Life Insurance Annuity Company
2. Metropolitan Life Insurance Company
3. Mutual Life Insurance Company of New York
4. Occidental Life Insurance Company of California
5. Variable Annuity Life Insurance Company
6. United States Savings Bonds
7. Horace Mann
8. Pension Maximum Design

The Association agrees to indemnify and save the Board harmless from any liability that may arise out of the Board's reliance upon any payroll deduction authorization presented to the Employer by the Association or an administrator in this regard.

**SECTION 9: LONG TERM DISABILITY INSURANCE.** Effective upon execution of this Agreement, and for the life of this Agreement, the Board shall provide, without cost to the employee, MESSA Plan I Long-Term Disability Insurance including Social Security Freeze. Benefits shall be paid at sixty (60%) percent of salary up to a monthly maximum of \$2,500.00 and shall begin after expiration of the employee's accumulated sick leave or sixty (60) calendar days. Only the last three (3) days of the waiting period need be consecutive for the same condition.

SECTION 10: SHORT TERM DISABILITY INSURANCE. For the life of this Agreement, the Board shall make available short-term disability coverage to the Association membership, without cost to the Board. An administrator who is covered by short-term disability insurance and is eligible for benefits thereunder, shall not have available sick leave benefits beyond the eighth (8<sup>th</sup>) or twenty-nine (29<sup>th</sup>) day waiting period, whichever is applicable.

#### ARTICLE IX - HOLIDAYS

SECTION 1: NUMBER OF HOLIDAYS. The following holidays shall be recognized for the employee so indicated:

New Year's (2 days)	210 to 260 days
Martin Luther King's Birthday	200 to 260 days
Memorial Day	200 to 260 days
Independence Day	240 to 260 days
Thanksgiving Day (2 days)	200 to 260 days
Christmas (2 days)	200 to 260 days
Good Friday	200 to 260 days
Labor Day	200 to 260 days

SECTION 2: HOLIDAY QUALIFICATIONS. To qualify for holiday pay under this Article, an employee must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday, unless excused by the Assistant Superintendent for Human Resources.

#### ARTICLE X - VACATIONS

SECTION 1: EARNING VACATION. Administrators working 260 days per year shall earn vacation days as follows:

Service	Monthly	Annual
a. 1 to 6 years	1-1/4 days	15 days
b. 7 to 14 years	1-1/2 days from July through February and 1-1/4 days from March through June	17 days
c. 15 to 19 years	1-1/2 days	18 days

- |    |                |   |         |
|----|----------------|---|---------|
| d. | 20 to 30 years | 1-3/4 days from July<br>through February and<br>1-1/2 days from March<br>through June | 20 days |
|----|----------------|---|---------|

Administrators may carry over the following number of vacation days to the succeeding fiscal year provided such carry over days are used within twelve (12) months of the fiscal year in which they were earned.

- a. 10 days
- b. 12 days
- c. 13 days
- d. 15 days

**SECTION 2: VACATION SCHEDULING.** Vacation shall be scheduled at a time which is approved by the administrator's immediate supervisor, provided, however, each eligible employee shall be granted his/her fifteen (15) days vacation each year, if requested by that employee.

**SECTION 3: CONTRACT TERMINATION.** In the event an administrator's contract is terminated, the Superintendent shall determine whether the administrator should take either his/her unused vacation days prior to termination or to be paid for the unused vacation days. The administrator may be paid for a maximum of twenty-five (25) unused days.

## ARTICLE XI - VACANCIES AND ASSIGNMENTS

**SECTION 1: ADMINISTRATIVE VACANCIES.** All vacancies for bargaining unit positions will be publicized by posting such notices in each school and central office for seven (7) calendar days prior to advertising outside the District.

Vacancies occurring during the school year may be filled on a temporary or tentative basis subject to the terms of this Agreement until the end of the normal school year. At that time, the position will be considered vacant and filled in accordance with this Agreement.

Anyone interested in filling the vacancy should contact the Assistant Superintendent for Human Resources/Labor Relations. Nothing herein shall be construed to require the School District to fill a vacancy with a current bargaining unit member.

**SECTION 2: NEW OR MODIFIED POSITIONS.** It is understood and agreed that the Board possesses the sole and exclusive right to create new administrative positions or substantially change existing job duties and responsibilities. When and if the Board creates a new position or substantially changes an existing position, it shall assign a salary thereto and within ten (10) working days advise the Association in writing as to the salary, hours and other conditions of employment thus assigned. If the Association disagrees with such salary, hours and other terms and conditions of employment, on the basis that such salary or other conditions are not consistent with salaries or other conditions applicable to other relatively comparable positions in the District, it shall notify the Superintendent in writing within ten (10) regularly scheduled working days after receipt of such written notice of its desire to negotiate with the Superintendent regarding such conditions. If a mutually satisfactory solution is not reached within thirty (30) calendar days after serving such notice to the Superintendent, the issue may be referred to the Superintendent for consideration by the Board of Education at its next regular meeting. If, in the above procedure, a different rate of pay is arrived at, the different salary shall become effective retroactively to the date the position was created or substantially changed. Failure of the Association to notify the Superintendent in writing of its desire to negotiate within the ten (10) working day period from having served notice, or fails to refer the matter to the Superintendent within the aforementioned thirty (30) day period, shall constitute acceptance by the Association of the salary assigned to said position.

**SECTION 3: TEMPORARY ASSIGNMENTS.** When a unit member is assigned the responsibilities and position (actual placement in such Position) of a higher paying position he/she will receive the rate of pay for the temporarily assigned position from the first day of such assignment.

**SECTION 4: RIGHT OF ASSIGNMENT.** The Superintendent of Schools has the sole right to assign, and/or transfer employees, covered by this Agreement to positions and/or buildings within the District at any time. The Superintendent shall make assignments to positions within the bargaining unit for the next school year prior to August 1 each year. In the event that an employee is assigned to a lower-paying position after August 1, the employee shall be paid at the salary for his/her current position for the remainder of that school year.

**SECTION 5: COMBINED ASSIGNMENTS.** It is agreed that the Superintendent has the right to add additional assignments to any employee's duties. However, the District agrees to consult with the Association through its President for input and negotiation of salary adjustment prior to any final action to combine any major positions. A minimum increase of .05 to the responsibility factor for the highest position will be paid for each combined position. A combined position is created when changes occur by combining assignments or positions that were previously held by two (2) individuals.



**SECTION 6: TEMPORARY EMPLOYEES.** Substitute administrators who fill temporary administration vacancies shall after sixty (60) or more work days in the same assignment be paid at one-half (½) the Daily Dollar Rate in Appendix A and be subject to the requirements of Article I, Section 8(a) of this Agreement. No other provisions of this Agreement shall be applicable to temporary employees.

## ARTICLE XII - AFFIRMATIVE ACTION

**SECTION 1: AFFIRMATIVE ACTION - HIRING.** The Board and the Association, in recognition of the desirability of multi-ethnic representation on the administrative staff, hereby declare a policy of actively seeking minority group personnel. For the purposes of this contract, minority group personnel will be defined as those employees who are Black, First American, Asian American, or Latino. In order that this goal be expeditiously met, it is agreed that the Board will actively seek, recruit, and hire qualified minority administrators for vacancies. If a building with more than one (1) administrator or the District's racial necessities the hiring of a minority administrator, the Board may temporarily fill a vacancy with a substitute administrator until such time as a minority candidate has been hired.

**SECTION 2: STAFF REDUCTION.** It is understood and agreed that it is the sole and exclusive right of the Board of Education to determine the number of employees necessary to staff the District. Therefore, if it becomes necessary to reduce personnel, the Board shall determine who and from what classification said staff reduction shall occur. For the purposes of this section, classifications are as follows: secondary administrators, elementary administrators, instructional support, and non-instructional support.

The following procedure shall be used in the event of a staff reduction:

Prior to any reduction of administrative staff, the Superintendent or designee, will meet with an Association Representative(s) and provide an opportunity to make recommendations regarding such layoffs prior to a final decision by the Board of Education.

First - All temporary employees in the affected classifications shall first be reduced. For the purpose of this step only, Elementary Administrators and Secondary Administrators shall be considered the same classification.

Second - The following criteria shall be considered: ability to perform the job, previous performance, qualifications, and length of service with the District, in that order. However, the decision concerning which administrators shall be laid off shall be within the sole discretion of the Board of Education.

Third - Administrative employees shall be provided with thirty (30) days written notice prior to layoff. In the event of a temporary work-stoppage by District employees which necessitates the closing of schools, the thirty (30) day written notice shall be waived.

Fourth - Recall after layoff shall be in the inverse order of layoff, to the first available position in the classification from which the layoff occurred, subject to the employee's qualifications and ability to perform the job.

Fifth - If an administrator fails to accept an offer of reemployment within fifteen (15) calendar days from the date of mailing of the recall notice, the administrator shall be considered a voluntary quit and shall have no further right of reinstatement.

Administrators on layoff status shall retain reemployment rights with the District for a maximum of one (1) year.

#### Administrators Classifications

##### Elementary Administrators

- Elementary School Principals
- Elementary School Assistant Principals
- Administrative Assistant/Pre-School

##### Instructional Support Administrators

- Director of Music
- Director of Athletics
- Director of Reading and Curriculum
- Director of Special Education
- Supervisors of Special Education
- JROTC Officer
- Director of Assessment and Student Services

##### Non-Instructional Support Administrators

- Accountant
- Business Services Administrative Assistant
- Custodial Foreman
- Coordinator of Health Services
- Coordinator of Maintenance
- Facilitator of Performing Arts Center
- Purchasing Agent
- Coordinator of Public Service

## Coordinator of Transportation

### Secondary Administrators

- Director of Adult Education
- Assistant Director of Adult Education
- Secondary School Principal (HS)
- Secondary School Assistant Principals (HS)
- Secondary School Principals (JH)
- Secondary School Assistant Principals (JH)
- Director of Career/Technical Education
- Director of Futures Academy

**SECTION 3: AFFIRMATIVE ACTION-LAYOFF.** The Board and the Administration, together with the cooperation of the Association, have a duty to carry out the District's Affirmative Action Policy and Plan. If an administrator to be laid off is a member of a racial minority group, said administrator shall not be laid off if such layoff would lower the percentage of racial minority staff existing prior to the anticipated layoff or affect the percentage goal of the District's Affirmative Action Policy and Plan, whichever is highest. It is the mutual intent of the parties to this Agreement to maintain a racial balance no less than the highest percentage of racial minority administrators existing prior to the anticipated layoff. This provision shall supersede the layoff procedures enumerated above under these conditions.

## ARTICLE XIII - EMPLOYEE SELECTION

An administrator shall be involved in interviewing candidates for positions that come under his/her supervision. In case a position falls under the joint supervision of two (2) administrators both shall be involved in interviewing the candidates. The recommendation of the administrator(s) will be given due consideration before final selection is made by the Superintendent. However, the Superintendent of Schools has the sole right to assign or reassign staff members to positions for which they are qualified within the School District.

## ARTICLE XIV - ADMINISTRATOR REPRESENTATION

Prior to any warning, reprimand, or disciplinary action, an administrator shall be so notified and shall be entitled, upon request, to have a representative of the administrator's choice from the Association present. When a request for such representation is made, no action shall be taken with respect to the administrator until such representative of the Association is present.

## XV - COMPLAINTS

Upon receipt of any complaint against an administrator concerning the professional performance of duties directed towards an administrator, the complainant shall file, on a form agreed upon by the Association and the Board, a written report with the administrator's supervisor. The report shall include the date filed, the specific complaint, and the names and signatures of all complainants. A copy of the written report shall be provided to the administrator within five (5) working days of the time that it was filed with the administration.

The administrator's supervisor shall conduct an investigation to determine if there exists a legitimate basis for the complaint. As part of the investigation, the administrator's supervisor shall consult with the administrator and may require a written statement from the administrator. The administrator shall be informed in writing of the supervisor's recommendation of the complaint within ten (10) working days of receipt of the administrator's written statement. Should the administrator's supervisor determine further action is warranted, he/she shall forward the results of the investigation to the superintendent or designee with a copy to the administrator. The administrator shall sign a receipt for the supervisor's recommendation and the signature of the administrator shall indicate awareness of the contents of the recommendation, but not necessarily agreement therewith. The superintendent or designee shall determine whether further investigation or disciplinary action shall be taken against the administrator.

The Superintendent's or designee's determination as to whether disciplinary action shall occur shall be issued in writing to the administrators within thirty (30) calendar days from the date of the administrator's supervisor's recommendation and shall be reviewed by the administrator prior to its inclusion in the personnel file. Any disciplinary action taken against the administrator shall be based upon the contents of the investigation report which the administrator has had the opportunity to review and had the opportunity to attach his/her own written statements. In the event that the complaint does not result in disciplinary action, the complaint shall not become part of the employee's personnel file.

## ARTICLE XVI - INDIVIDUAL CONTRACTS

Administrators shall receive individual contracts of employment which shall specify a term of employment of not less than one (1) year or pro rata thereof, which the Board in its discretion may choose not to renew for a subsequent term upon proper notice prior to the termination date of the individual contract of employment as prescribed by law.

All administrative individual contracts of employment shall be made expressly subject to all the terms of this Agreement and in the event that the terms of such individual

contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Such individual contracts of employment shall expressly deny the granting of tenure in the administrative capacity.

Furthermore, no provision of this Agreement shall be construed to grant tenure in the administrative capacity; and it is hereby expressly provided that no administrator shall acquire or be granted tenure in the administrative capacity.

**SECTION 1: PROBATIONARY PERIOD.** All new administrators hired or promoted into the unit after the effective date of this Agreement shall be probationary administrators for the first twelve (12) months immediately following their hire or promotion. The purpose of the probationary period is to provide an opportunity for the Superintendent and other supervisory personnel to determine whether the administrator has the ability and other attributes which will qualify him/her for regular administration status. During this probationary period, the administrator may be reduced or terminated in the sole discretion of the Board and without recourse to the grievance procedure contained in this Agreement.

**SECTION 2: CURRICULUM COMMITTEE.** It is agreed that committees having to do with the study, development, revision and implementation of curriculum and instructional programs in the School District shall include administrators in their composition. Likewise, any major operational change that impacts upon the instructional or non-instructional divisions will be discussed with affected administrators before decisions are implemented. It is further understood and agreed that all final decisions with respect to curriculum and operational changes in the instructional and non-instructional divisions shall rest with the Superintendent and the Board.

## ARTICLE XVII - EVALUATION

### Philosophy-

The underlying precept of any evaluation system is respect and trust for the dignity and worth of the individual.

The prime objective of this evaluation system is to improve competency and stimulate professional growth. The evaluation program should exemplify a partnership between the evaluatee and the evaluator.

Meaningful evaluation is accomplished by good communication, cooperation and understanding between the evaluator and the evaluatee. The evaluation design and process should provide "no surprise" for either party. The evaluatee's performance expectations must be agreed upon with the evaluator. Such performance goals once established are accomplished by careful planning and implementation. Necessary to such attainment is the thorough monitoring by the evaluator through appropriate periodic contacts and conferences. Success demands this support along with a sincere effort made by the evaluatee to achieve. When a performance is less than the expected achievement, the deficiency must be defined and adequate assistance provided for the appropriate correction.

#### Definitions-

1. Visitations may be impromptu, however, the visit shall serve to observe specific performance areas.
2. Observations are to view those objectives, which may be specifically observed, i.e.:
  - (a) Observation of the principal evaluating the "teacher evaluation" process.
  - (b) Observing an in-service activity or exercise.
  - (c) Observation of a staff meeting or other staff relations.

#### Evaluation Design-

A. The appropriate supervisor shall annually review with all administrators responsible to him/her the job description and general work performance expectations appropriate to their area. Said review will be conducted as a group or individually and must be completed prior to any goal setting conferences.

B. Within thirty (30) workdays after the beginning of the administrator's work year, the supervisor will hold an initial conference with each administrator. During this conference, the following will be discussed:

1. Performance Areas
2. Statement of Objectives
3. Methodologies
4. Appropriate and reasonable achievement timelines

## 5. Criterion for Evaluation

Within ten (10) working days after the initial conference, the evaluatee shall submit on the appropriate form his/her statement of objectives, methodologies, appropriate and reasonable achievement timelines and criterion for evaluation for the current school year to the appropriate supervisor.

There shall be five (5) written objectives for each person. Those people specializing in instruction shall have a minimum of two (2) objectives in their area of expertise. The non-instructional (operational) persons shall have a minimum of two (2) objectives written in their specialized area. The appropriate supervisor shall respond in writing within seven (7) working days after receipt thereof. Should there be disagreement between the evaluator and the evaluatee in regard to goal statements, objectives, methodologies to be used, appropriate timelines and criterion for evaluation, every effort will be made to reach a mutual agreement. However, the Superintendent or designee will make the final decision.

C. Visitations/Observations (a minimum of two (2) accumulative hours per semester) by the evaluator will be conducted at the worksite. The visitation/observation method will be consistent with the "criterion for evaluation" for each objective, as indicated on the evaluation form.

The evaluator shall within three (3) working days hold a conference after each visitation/observation period with the evaluatee to discuss his/her performance. If any deficiencies have been observed during this observation time, the evaluator will document those deficiencies in writing by listing observed behavior which substantiates those deficiencies.

D. Post-Observation/Mid-Year Conference. The evaluator shall hold a post observation/mid-year conference with those administrators who in the opinion of the evaluator have demonstrated (observed and/or know) deficiencies prior to January 15<sup>th</sup>. At this conference, the evaluator may, based upon the above-mentioned deficiencies, choose to replace current objectives of the evaluatee with objectives based upon improving the deficiencies/needs of the evaluatee. Not more than eight (8) methodologies per objective will be required at this conference. A written improvement plan, including the re-written objectives and methodologies shall be prepared and signed by both parties and a copy given to the evaluatee within five (5) working days of the post observation/mid-year conference.

E. Evaluation Design. Administrators identified to be unsatisfactory to the extent of possible dismissal are to be notified no later than March 10<sup>th</sup> of the current school

year. If an administrator is identified as being unsatisfactory in performance to the extent that dismissal shall be sought, the following procedure shall be used:

1. A recommendation will be made to the Board of Education by the Superintendent that the specific administrator's contract not be renewed. Said recommendation (and ensuing Board resolution) shall contain the reasons for the recommendation of nonrenewal. If the Board, by official resolution decides to consider the nonrenewal of the administrator's contract, the administrator shall receive notice of his/her right to a hearing. This notification shall also advise the individual of his/her right to a hearing with not less than a majority of the Board of Education. The administrator has a right to elect either an open or closed hearing. Within two (2) weeks after the date of the notification of the Board's resolution to consider the nonrenewal of the administrator's contract, the administrator must advise the Board of Education as to whether he/she desires a hearing on the matter and whether he/she desires an open or closed hearing. If a hearing is requested, the Board of Education will conclude the hearing and reach a decision at least sixty (60) days prior to the termination of the administrator's contract. Further, the decision will be made in public. If the determination of the Board of Education is not to renew the administrator's contract, the Board shall, within its resolution, state the reasons for the determination and a copy will be provided to the administrator sixty (60) days before the termination of his/her contract.

F. A final evaluation conference will be held with the evaluatee prior to the final ten (10) working days of the evaluatee's work year. At this time, the evaluatee will receive in writing a copy of the final evaluation report. This report shall be based upon evidence. This report will be signed by both parties. In the case of disagreement, the evaluatee may append a letter indicating his/her areas of disagreement. All evaluation conferences shall be conducted individually and with dignity and privacy.

G. Rights and Responsibilities-

1. It is the right of the evaluator to evaluate. His/her responsibility is to be thorough, fair, and objective; honest and humane at all points in the process. As need demands, the evaluator must provide adequate assistance for performance improvement.

2. It is the responsibility of the evaluatee to perform the work task as set in the stated objectives. The evaluatee has the right to state his/her position with reference to the final evaluation and to grieve if necessary, through the grievance process as provided in the Labor Contract.



3. It is understood that all administrators shall be expected to conduct themselves in a professional manner. All goals and objectives provided for in this Article are in addition to normal job performance requirements.

4. In the event an administrator is transferred or assigned to a new position or building resulting in the administrator having new/different job responsibilities, an appropriate evaluation plan shall be developed.

#### H. General Provisions

1. Performance goals not accomplished due to extenuating circumstances or unavoidable constraint over which the evaluatee has no control will be voided from the final evaluation.

2. An Evaluatee identified as requiring specific assistance is to be afforded said assistance as prescribed by the Board or designee.

3. The evaluation instrument (Appendix B) and appended letter (referred to in Section E, under Evaluation Design), if appropriate, are the only documents pertaining to evaluation which may be included in the personnel files. Notwithstanding the above, the evaluator shall have the right to make written comments as part of the final written evaluation instrument.

#### I. Performance Areas and Descriptions- I = Instructional NI = Non-instructional

##### 1. Instruction/Leadership

(a) Provides leadership for staff inservice training. I, NI

(b) Initiates and supports program/curriculum improvements. I, NI

(c) Effectively supervises established District programs.  
I, NI

(d) Utilizes available resources of the school system and the community in developing the most effective educational/operational program., I, NI

##### 2. Personal Supervision

- (a) Effectively evaluates all reporting staff, and diagnoses and prescribes needed recommendation. I, NI
- (b) Assigns staff responsibilities for optimal program. I, NI
- (c) Involves staff in the decision-making programs. I, NI
- (d) Maintains open and cooperative relationships with staff. I, NI
- (e) Promotes positive staff relations and good staff morale. I, NI

### 3. Student Supervision

- (a) Cooperatively assesses student needs and provides assistance in meeting these needs. I
- (b) Monitors the progress of students. I
- (c) Maintains an environment conducive to student achievement. I
- (d) Promotes positive student self-concept and morale. I, NI
- (e) Maintains order and discipline in the school environment. I

### 4. Community Relations

- (a) Maintains open and cooperative relationship with the community. I, NI
- (b) Effectively communicates with parents and community members. I, NI
- (c) Initiates, assesses and supervises activities which involve community members. I, NI
- (d) Promotes a positive image of the school district to the community. I, NI

### 5. School Facilities, Services and Materials

- (a) Manages fiscal matters within budget allocation. I, NI
- (b) Assumes responsibility for the efficient management and protection of school property, materials and building. I, NI
- (b) Orders resources and materials which support and enhance the curriculum/operations. I, NI
- (c) Conducts regular and orderly inspections of property and equipment as prescribed by state and local law. NI
- (d) Maintains an updated and accurate inventory on equipment and materials, I, NI

#### 6. Administrative

- (a) Organizes and manages efficiently in the performance of the job. I, NI
- (b) Communicates effectively with students, staff and community. I, NI
- (c) Shows evidence of long and short-term planning. I, NI
- (d) Implements Board policies, administrative rules and regulations. I, NI
- (e) Prepares reports and records accurately and on time. I, NI
- (e) Administers the labor agreements of supervised personnel. I, NI

#### 7. Professional

- (a) Keeps informed of current trends and developments. I, NI
- (b) Maintains ethical relationships with students, staff, colleagues and community, I, NI
- (c) Works cooperatively with fellow employees. I, NI

(d) Becomes involved in appropriate professional organizations. I, NI

## ARTICLE XVIII - GENERAL

**SECTION 1: RULES AND REGULATIONS.** It is understood and agreed that it is necessary that certain rules of conduct and administrative procedures be established and maintained. Therefore, the Superintendent shall, from time to time, establish rules of conduct and administrative procedures to govern day-to-day operations of the District and the behavior of employees covered by this Agreement. Employees shall comply with the rules and administrative procedures established by the Superintendent.

**SECTION 2: PERSONNEL FILES.** All administrators covered by this Agreement shall have the right upon written request to review the contents of their personnel file in accordance with applicable State and/or Federal Law and the Board shall only release such information in accordance with applicable State and/or Federal Law.

**SECTION 3: PHYSICAL/MENTAL FITNESS.** The Board reserves the right to suspend or discharge administrators who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Board's choice at the Board's expense reveals such physical or mental unfitness. If the administrator disagrees with such doctor's findings, then the administrator at his/her own expense, may obtain a physical or mental examination from a medical doctor of his/her choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Board and the Association shall give the administrator a physical or mental examination. The fee charged by the third doctor shall be shared equally by the Board and the Association and his findings shall be binding on the administrator, Board and the Association.

**SECTION 4: COPIES OF AGREEMENT.** The Board shall be responsible for the typing, printing and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit.

**SECTION 5: SCHOOL CLOSING.** In the event the school district is closed because of inclement weather, bargaining unit employees scheduled less than 260 days per year, shall not be required to report for work and shall suffer no loss of pay for said day(s). If a "non-260-day" employee is required to work on a "snow day," the employee will receive additional pay for the additional work. In the event school days are added to the school calendar to make up for inclement weather days, employees will be expected to work and will not receive any additional compensation.

**SECTION 6: AUTOMOBILE MILEAGE REIMBURSEMENT.** In the event it is necessary for the administrator to use the administrator's automobile in pursuance of assigned school duties, the administrator shall be reimbursed at the IRS established mileage rate. Administrators who qualify for travel allowance must turn in a monthly statement by the first of each month, for the preceding month's mileage reimbursement.

**SECTION 7: LEGAL COUNSEL.** If any administrator is the subject of a civil action brought by a student or parent/guardian for action taken within the scope of administrator's proper performance of his/her professional employment, the Board will provide counsel and render all necessary assistance to the administrator's defense. The Administrator shall have the right to retain outside legal counsel at his/her own expense. In any case in which the District determines that the administrator was not properly performing within the scope of his/her professional employment, it shall notify the administrator and the Association in writing within ten (10) working days from the time the administrator notifies the Superintendent of the litigation. If the administrator/Association disagrees with the position of the school district, the issue will be immediately submitted to expedited arbitration pursuant to the grievance procedure. If the decision of the arbitrator indicates that the administrator was properly performing within the scope of his/her professional employment, the District shall reimburse the administrator for any and all expense related to the legal counsel retained by the administrator.

**SECTION 8: PROPERTY REIMBURSEMENT.** The Board will reimburse employees for any damage or destruction of clothing or personal property up to One Hundred Dollars (\$100.00), excluding vehicles, not due to negligence on the part of an employee, which is not covered by other insurance in connection with any incident arising out of or in connection with one's professional employment.

**SECTION 9: BUDGET DEVELOPMENT.** Administrators in charge of any operating budget will be consulted regarding the development of that portion of the budget for which they are responsible. Budget preparation at the school level shall be done by the school principal in cooperation with the staff.

**SECTION 10: MAIL SERVICE.** The Association may use the regularly established District mail service for communication of Association business to its members provided nothing of a political, other than candidate for Association representation, or defamatory nature is transmitted therein. All material placed in the District mail service shall be signed by an official of the Association. The Board shall have the right to withdraw the use of the District mail service from the Association when the use thereof violates this provision.

**SECTION 11: SUBORDINATE EVALUATION.** It is recognized by the Board and the Association that one of the most important functions of an administrator is the evaluation of staff members under the administrator's immediate supervision. Therefore, the Association

may make any recommendations regarding changes of evaluations, instruments, or processes which affect employees under their supervision.

**SECTION 12: PROFESSIONAL STANDARDS.** Permanent vacancies or newly created positions in the following areas shall be filled by personnel holding a minimum of a Master's Degree in school administration or a Master's Degree with sufficient hours to have a total of twenty (20) semester hours of graduate credit in administration, supervision and/or curriculum: Principals, Assistant Principals, Director of Reading and Curriculum, Director of Staff Development/AV, Administrative Assistant/Pre-school, Supervisors of Special Education, Director of Adult Education, Director of Vocational-Career Education, Director of Music and such other instructional or curriculum support positions within the bargaining unit. All administrators in the instructional division must have obtained, since July 1, 1977, or will obtain at least three (3) graduate semester hours of credit (or audit when prior approval is obtained from the Superintendent, or designee) by the beginning of the 1981-82 school year and every three years thereafter. These courses shall be taken in administration, supervision, or curriculum development and satisfactory completion substantiated as a condition of their continued employment. The Superintendent or designee may waive or extend the time limit above referred to for good and sufficient cause on a case-by-case basis without creating a precedent. The Board of Education, upon request of the Superintendent, may waive either or both of the above requirements for good and sufficient cause on a case-by-case basis without creating a precedent, said waivers shall apply only to present members of the bargaining unit.

For the purposes of this Section, three (3) semester hours is equal to forty-eight (48) clock hours, is equal to five (5) terms hours, is equal to any combination thereof, for example:

- a) Sixteen (16) clock hours plus three (3) term hours:
- b) Thirty-two (32) clock hours plus one (1) semester hour:
- c) Three (3) term hours plus one (1) semester hour:
- d) Sixteen (16) clock hours plus one (1) semester hour plus two (2) term hours:

For the purposes of this Section, all credits shall be from a college or university accredited by an accrediting agency contained on the list of nationally-recognized accrediting agencies published by the United States Secretary of Education, and shall be above the Baccalaureate level. Credit may be given for approved workshops, seminars, or conferences up to a maximum of one semester hour. If the District offers a course locally, and college or university credit is made available, such credits if earned, shall be applicable.

**SECTION 13: DRUG AND ALCOHOL TESTING.** In an effort to improve safety and health including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the job-site, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the employer.

All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the employer's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All random testing shall be done on a designated group or on a bargaining unit wide basis. All drug and/or alcohol screening tests shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted standards of conduct within the industry. In the event a preliminary test is positive for the presence of drugs and/or alcohol, a confirming test by an alternating scientific method shall be conducted. In the event the confirming test is positive, or in the event an employee refuses to submit to the drug and/or alcohol screening test, the following disciplinary action shall result.

- a) An employee who tests positive on the drug and/or alcohol screening tests, shall, on the first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The employer shall compile a list of acceptable rehabilitation and counseling programs. The cost of such program may be offset by the appropriate insurance program. If the employee enters and successfully completes such a program, his/her employment status shall not be affected and shall be returned to a vacant administrative position for which he/she is qualified.
- b) An employee who tests positive on the drug and/or alcohol screening test, shall, on the second offense, be discharged from employment with the Benton Harbor Area Schools.
- c) An employee who refuses to submit to a drug and/or alcohol screening test when requested by the Employer, or who fails to successfully complete a rehabilitation or counseling program begun under this policy, shall be discharged from employment with the Benton Harbor Area Schools.
- d) The parties agree it is the intent of the District to have a unified drug/alcohol testing policy for professional employees. Therefore, in the event a drug/alcohol testing policy is negotiated with the Teacher Bargaining Unit which is not in conformity with this Section, the Administrators Association may request to reopen negotiations concerning this Section.

**SECTION 14: BARGAINING RIGHTS.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily waives the right and each agrees 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**SECTION 15: ENTIRE AGREEMENT.** No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such Agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole and entire agreement between the parties hereto cancels and supersedes any other agreement, understanding, and arrangements heretofore existing.

**SECTION 16: SAVING CLAUSE.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon request of either party hereto, the Employer and the Union will enter into collective bargaining for the purpose of negotiating mutually satisfactory replacement for such provision.

#### ARTICLE XIX - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the 1<sup>st</sup> day of July, 2001, and shall remain in full force and effective until 12:01 a.m. the 30<sup>th</sup> day of June, 2003, and the parties hereto shall meet in May 2003 to begin negotiations for an amended agreement to be effective on July 1, 2003.

The effective date for the modifications made in the recently ratified agreement between the parties to Article VIII, Section 1: Appendix A Section 3 to the Daily Dollar Rate shall be fully retroactive to July 1, 2001, except that the modification to the Daily Dollar Rate will not be applicable to individuals whose employment with the District terminated for a reason other than retirement prior to the date of ratification. The



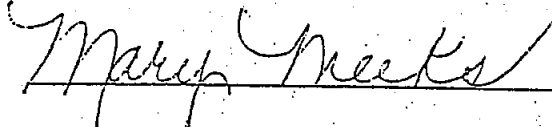
modifications to all other provisions are effective on the date the Agreement is ratified by both parties or on the date specifically provided elsewhere in this Agreement.

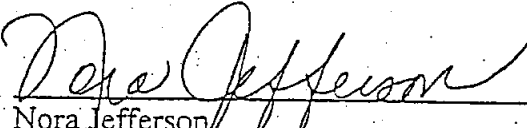
The authorized representatives of the parties hereto have executed this Agreement in Benton Harbor, Michigan, this 8<sup>th</sup> day of October 2002.

BENTON HARBOR AREA SCHOOLS

BENTON HARBOR ADMINISTRATORS  
ASSOCIATION

\_\_\_\_\_  
Paula Dawning  
Superintendent

  
\_\_\_\_\_  
Mary Meeks  
President

  
\_\_\_\_\_  
Nora Jefferson  
Assistant Superintendent  
Human Resources/Labor Relations

## APPENDIX A

**SECTION 1:** The following salary formula is hereby established for the positions set forth in Section 3. No bargaining unit employee shall be hired by the District for less or more than the formula provides for such position.

**SECTION 2:** In the event a new position is created, or a consolidation of positions occurs and/or a material and substantial change to a position is put into effect by the Board, the Board shall establish the responsibility level for that position, if enrollment is not involved, put the change into effect, and notify the President of the association in writing of its decision. In the event the Association disagrees with the responsibility level established by the Board, it shall have the right to file a grievance within fourteen (14) calendar days after the Association is notified, protesting the level of responsibility for said position as it relates to other positions covered by this Agreement. Any changes that may come about as a result of the filling of a grievance shall be retroactive to the start of the new or changed position.

**SECTION 3:** The salary formula for the duration of this Agreement is:

$$S = D \times B \times (E + L + R)$$

S	=	Annual Salary
D	=	Number of Days Worked
B	=	Daily Dollar Rate
E	=	Education Level
L	=	Number of years as an administrator in the District. For new hires, an experience credit of up to seven years may be granted for actual administrative experience outside the district.
R	=	Responsibility Level

Values for the factors in the formula are as follows:

"B" Daily Dollar Rate

07/01/04 ---- \$367.38  
07/01/05 ---- \$374.73

"E" Educational Level

Bachelors	.06
Masters	.07
Masters +30	.08
Specialist	.09
Doctorate	.10

"L" Longevity

No Years	.00
1 year	.01
2 years	.02
3 years	.03
4 years	.04
5 years	.05
6 years	.06
7 years	.07

"R" Responsibility

I. Secondary School Principal (HS)	.82-.86
II. Secondary School Principal (JH)	.81-.85
III. Elementary School Principal	.74-.78
Secondary School Assistant Principal (HS)	.70-.74
Secondary School Assistant Principal (JH)	.67-.71
Elementary School Assistant Principal	.64-.68
IV. Accountant	.61
V. Purchasing Agent	.56
VI. Directors:	
Assessment and Student Services	.75
Adult Education	.71
Music	.76
Athletics	.72
Special Education	.75
Career/Technical Education	.72
Reading and Curriculum	.75
Futures Academy	.71
VII. Supervisors/Coordinators:	
Health Services	.59
Maintenance/Custodial	.61
Public Service	.51
Special Education	.65

Transportation .56

IX. Administrative Assistants/Facilitator:

Business Services .46  
 Pre-School .67  
 Performing Arts Center A .46  
 Administrative Assistant, Adult Education .60

X. JROTC Officer .63

ENROLLMENT TABLES

ELEMENTARY:

Number of Students	Principals	Assistant Principals
100-199	.74	.64
200-299	.75	.65
300-399	.76	.66
400-499	.77	.67
500+	.78	.68

SECONDARY:

Number of Students	Principal (HS)	Principal (JH)	Ass't. Principal (HS)	Ass't. Principal (JH)
0-499	.82	.81	.70	.67
500-599	.83	.82	.71	.68
1,000 - 1,499	.84	.83	.72	.69
1,500 - 1,999	.85	.84	.73	.70
2,000+	.86	.85	.74	.71

SECTION 4. It is understood and agreed by the Association and the Board that individual salaries are calculated according to the formula herein set forth and that a change in assignment may result in a change in that individual's salary. Further, that if a reduction in

salary occurs, it shall not be deemed disciplinary action, demotion, or a violation of the Michigan Tenure Act.

SECTION 5. Salary increase due to advancement in educational degree shall commence in the payroll period following receipt of documentation concerning said degree advancement by the Human Resources Office.

SECTION 6. Payment of Salary: Principals and Assistant Principals will, beginning the new school year, be receiving the rate of pay derived from the formula using the projected enrollment for their building as compiled by the Business Office.

After the District has received the audited 4th Friday enrollment, the Human Resources/Labor Relations Office will calculate the correct salaries for the current school year.

Upon receipt of this information, the Business Office will calculate the amount due the Principal or Assistant Principal or the amount due to the District at that point in time. The Principal or Assistant Principal will have the option of settling the difference in the pay period following this calculation or spreading the difference over the remaining pays in the contract year. Following pays will be adjusted to reflect the correct annual salary.

SECTION 7. MULTIPLE BUILDING PAY: An amount of \$500.00 will be paid at the end of the school year to Principals who have been responsible for more than one (1) school building during the school year.

APPENDIX B  
Benton Harbor Area Schools  
Administrative Evaluation Instrument

Instructional Administrators

Performance Areas

Evaluatee

\_\_\_\_\_

\_\_\_\_\_  
Evaluatee's Position

\_\_\_\_\_

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Stated Objective:

\_\_\_\_\_  
Methodology:

\_\_\_\_\_  
Timelines:

\_\_\_\_\_  
Criterion of Evaluation:

\_\_\_\_\_  
Post Observation/  
Mid-Year (if applicable)  
1 2 3

\_\_\_\_\_  
Final Evaluation: 1 2 3  
1 = Satisfactory  
2 = Improvement Needed  
3 = Failure to Achieve

\_\_\_\_\_  
Evaluator:

\_\_\_\_\_  
Evaluator:

\_\_\_\_\_  
Evaluatee:

\_\_\_\_\_  
Evaluatee:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
One stated objective per page. Please prepare in triplicate.  
Upon completion of final evaluation, distribute as follows:  
Original to Personnel Office, copies to evaluator and evaluatee.

## APPENDIX C

The administrators work year shall be as follows:

260 day employees:

- Accountant
- Administrative Assistant, Business Services
- Coordinator of Transportation
- JROTC Officer
- Coordinator of Maintenance
- Purchasing Agent
- Coordinator of Public Service
- Custodial Foreman

240 day employees:

- Principal, High School
- Facilitator of Performing Arts Center

225 day employees:

- Director of Adult Education
- Administrative Assistant, Adult Education
- Director of Special Education
- Director of Reading and Curriculum

225 day employees:

- Director of Athletics

220 day employees:

- Supervisors of Special Education
- Director of Career/Technical Education

215 day employees:

- Secondary School Principal (JH)
- Secondary School Assistant Principals (HS)
- Secondary School Assistant Principals (JH)

Director of Futures Academy

210 day employees:

Elementary School Principals

Elementary School Assistant Principals

Coordinator of Health Services

Director of Music

Administrative Assistant, Pre-School

Director of Student Assessment and Student Services

The starting and ending dates for the administrative staff school year will be determined in part by the school calendar and in consultation with the Association.



## LETTER OF UNDERSTANDING

The parties agree that at such time as any school reform legislation becomes effective which transfers the powers and duties of the locally-elected Board of Education for Benton Harbor Area Schools to either the Mayor, a school reform board or a chief executive officer, the Third and Fourth Steps in Article III, GRIEVANCES of the agreement will be immediately amended to provide as follows:

### ARTICLE III - GRIEVANCES

\* \* \*

**THIRD STEP.** In the event the grievance is not resolved by the Second Step, the matter may be appealed to the Board of Education, provided a written notice of such appeal by the aggrieved employee or chairperson of the Association's grievance committee is presented to the Secretary of the Board of Education within ten (10) working days after receipt of the Second Step answer. If such appeal is taken, the Board of Education in executive session, or a committee of members and/or its designated representatives, shall meet with the Association's grievance committee to attempt to resolve the grievance within ten (10) working days after the receipt of the notice of appeal to this Step. A copy of the Board's disposition of the grievance shall be given to the Association and the employees involved within ten (10) working days after such meeting.

**FOURTH STEP.** If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the Federal Mediation and Conciliation Service, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Board of Education's Third Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The

expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service (FMCS) shall be shared equally by the Board of Education and the Association.

\* \* \*

BENTON HARBOR AREA SCHOOLS

BENTON HARBOR ADMINISTRATORS  
ASSOCIATION

By *Dora Jefferson*  
Its *Assistant Superintendent*

By *Mary Grecks*  
Its *President*

Dated *January 7, 2003*

Dated *January 7, 2003*

## INDEX

### -A-

Absence, Notification of .....	8
Administrator Rights Pursuant to P.A. 379 .....	2
Affirmative Action	
Hiring .....	19
Layoff .....	21
Appendix A-Salary Formula .....	36
Appendix B-Administrative Evaluation Instrument .....	40
Association Membership .....	2

### -B-

Bargaining Rights .....	34
Bargaining Unit Description .....	1
Budget Development .....	31
Business Leave Days .....	10

### -C-

Combined Assignments .....	18
Complaint Against Employee .....	22
Conferences, Professional Development .....	10
Conferences, Special .....	5
Contracts, Individual .....	22
Copies of Agreement .....	30
Curriculum Committee .....	23

### -D-

Definition of Terms .....	2
Doctor's Examination .....	9
Drug and Alcohol Testing .....	33
Duration of Agreement .....	34

### -E-

Employee Selection .....	21
Entire Agreement .....	34
Evaluation	
Definition .....	24
Design .....	24

General Provisions .....	27
Instrument .....	27,40
Observations .....	24
Performance Areas and Descriptions.....	27
Philosophy .....	23
Rights and Responsibilities.....	26
Examinations, Doctor's.....	9

-F-

Family and Medical Leave Act.....	11
Funeral Leave.....	10

-G-

Grievance	
Defined.....	5
Just Cause Provision .....	7
Process, Steps of .....	5
Processing Grievance.....	7
Time Limitations.....	7

-H-

Hiring.....	19
Hold Harm Clause.....	4
Holidays.....	16

-I-

Immediate Family Identified.....	10
Inclement Weather .....	30
Information Available.....	2
Insurance	
Dental .....	14
Health.....	13
Life.....	15
Long Term Disability.....	15
Options.....	13
Vision.....	14
Interviewing.....	21

-J-

Jury Duty ..... 11

-L-

Layoff ..... 21  
Legal Counsel ..... 31  
Leave of Absence  
    Business ..... 10  
    Disability ..... 9  
    Family and Medical ..... 11  
    Funeral ..... 10  
    Jury ..... 11  
    Military ..... 11  
    Professional Development ..... 10  
    Meritorious ..... 12  
    Witness Duty ..... 11

-M-

Mail Service ..... 31  
Management Rights ..... 1  
Mileage Reimbursement ..... 31  
Multiple Building Pay ..... 39

-N-

New or Modified Positions ..... 18  
No Strike, No Lockout ..... 7  
Non-Discrimination ..... 1

-O-

Organizations, Professional ..... 13

-P-

Payroll Deductions ..... 15  
Personnel Files ..... 30  
Physical/Mental Illness ..... 30  
Probationary Period ..... 23  
Professional Organizations ..... 13  
Professional Standards ..... 32

Prohibited Association Activity.....	2
Proscribed Activity .....	7
Purpose of Agreement.....	1

-R-

Reimbursement, Property.....	31
Representation, Administrator.....	31
Right of Assignment.....	18
Rules and Regulations.....	30

-S-

Salary Formula.....	36
Savings Clause.....	34
School Closings .....	30
School Facilities, Use of.....	2
Sick Leave Information.....	7
Sick Leave Statement.....	10
Staff Reduction .....	19
Strikes Prohibited.....	7

-T-

Temporary Assignment.....	18
Termination, Contract.....	17

-U-

Unit Description.....	1
Use of Facilities and Equipment.....	2

-V-

Vacancies .....	17
Vacation Information.....	16

-W-

Witness Duty.....	11
Work Day Defined.....	12
Work Year Defined.....	41
Workers' Compensation .....	8