

MASTER AGREEMENT
SOUTH BOARD OF EDUCATION
AND THE
SOUTH LYON ADMINISTRATORS ASSOCIATION

JULY 1, 2004 - JUNE 30, 2009

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ARTICLE I AGREEMENT

The Agreement is entered into this first day of July, 2004, by and between the Board of Education of the South Lyon Community Schools hereinafter called the "Board," and the South Lyon Administrators Association hereinafter called the "Association."

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

ARTICLE II GENERAL PROVISIONS

- A. It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary written consent of both contracting parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- B. There are no understandings or agreements or past practices which are binding upon either the Board or the Administrators Association other than the written agreements enumerated or referred to in the Agreement. No further agreements shall be binding upon either the Board or the Administrators Association until the same have been put in writing and signed by both the Board and the Administrators Association as either an amendment to this agreement or a Letter of Understanding executed by both parties.
- C. It is the intent of the parties that the provisions of this Agreement shall supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not moved by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.
- E. The right of either party or of Administrator to any benefits shall be determined solely by the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- F. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision or application of this Agreement shall be prohibited by or deemed invalid (whether by legislative enactment or judicial decision) under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to re-negotiate such invalidated provision.

ARTICLE III

RECOGNITION

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

High School Principal (s)
Elementary Principals
Athletic Director

Middle School Principal (s)
Assistant Principals

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

ARTICLE IV BOARD RIGHTS

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

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the selection of textbooks, teaching materials and various teaching aids.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.

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- G. Determine the location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - H. Determine the placement of operations, production, services, maintenance and distribution of work, and the source of materials and supplies.
 - I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 - K. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
 - L. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
 - M. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE V
ASSOCIATION RIGHTS

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

ARTICLE VI
SALARY

Administrators salary schedule:

- A. An administrator on the first step advances to the second step on the salary schedule on his/her first scheduled reporting day of the next school year, except that Administrators on leave, layoff or other interruption of service for one half or more of a given school year shall not advance one step on the salary schedule on the first scheduled reporting day of the next year i.e. an administrator on leave from January 1 to June 30, 2004 who then works the entire 2004-05 school year, would advance one step on the first scheduled reporting day in August of 2006.
- B. Administrators hired from outside the District will be placed on the salary schedule by the Superintendent, taking into consideration such administrator's education and past experience.
- C. Administrators who are transferred from one position to another will be placed on the salary schedule for the new position by the superintendent. Thereafter, the administrator shall progress along the salary schedule as detailed above.

D. Administrators who are on the first step of the salary schedule shall move to the top step the second year, unless otherwise indicated in this Agreement.

E. 2004-05 Salary Schedule

Position	# of Days per Year	Step	Per Diem
HS Principal (s)	220	(2) 106,050	(2) 482
		(1) 101,000	(1) 459
MS Principal(s)	211	(2) 99,225	(2) 470
		(1) 94,500	(1) 448
Elem. Principals	201	(2) 93,555	(2) 465
		(1) 89,100	(1) 443
HS Ass't. Principals Athletic Director	207	(2) 92,190	(2) 445
		(1) 87,800	(1) 424
MS Ass't. Principals	207	(2) 88,830	(2) 429
		(1) 84,600	(1) 409

F. 2005-06 SALARY SCHEDULE

Each step of the 2004-05 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 2005-06 school year (i.e. if the per pupil foundation grant is increased by 4% from 2004-05 to 2005-06 each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program). Or each step shall be increased by 2%, whichever is greater.

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 2005 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

G. 2006-07 SALARY SCHEDULE

Each step of the 2005-06 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 2006-07 school year (i.e. if the per pupil foundation grant is increased by 4% from 2005-06 to 2006-07, each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 2006 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

H. 2007-08 SALARY SCHEDULE

Each step of the 2006-07 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 2007-08 school year (i.e. if the per pupil foundation grant is increased by 4% from 2006-07 to 2007-08, each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 2007 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

I. 2008-09 SALARY SCHEDULE

Each step of the 2007-08 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's per pupil foundation grant increase for the 2008-09 school year (i.e. if the per pupil foundation grant is increased by 4% from 2007-08 to 2008-09, each step of the salary schedule would be increased by 3%, foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 1996-97 status, the parties will meet prior to August 2008 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of May 9, 1996.

J. ANNUITY – TO BE PAID BY AUGUST 31 EACH YEAR.

1. Each administrator shall receive a board paid annuity in the amount of 2% for 2004-05.
2. The annuity shall increase to 3% in 2005-06.
3. The annuity shall increase to 4% in 2006-07.
4. The annuity shall increase to 5% in 2007-08.
5. In order to count toward the final average compensation for retirement purposes, MIP must be paid on the amount of the annuity.

K. RETIREMENT RATE FACTOR

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

2004-2005

2004-2005 Retirement Rate Benchmark = 14.77% multiplied by the percentage increase in the final state per pupil foundation allowance for South Lyon Community Schools from 2003-2004 to 2004-2005, in excess of \$6,756. For example, if the per pupil foundation grant is increased to \$6,850, in 2004-2005, the bench mark would increase by 1.391%. The formula should not result in a retirement rate bench mark decrease from the final bench mark of the 2003-2004 fiscal year.

2004-2005 actual retirement rate = unknown

The retirement rate would be calculated as in 2003-2004. For example, if the actual retirement rate remains at 12.99%, administrators will receive a one time off schedule payment of 1.78% of their 2004-2005 salary. If the actual retirement rate is 14.87%, administrators would receive a payroll deduction for the fiscal year equal year to 0.10% of their 2004-2005 salary.

	Example 1	Example 2
Retirement Rate Benchmark	14.77%	14.77%
Actual retirement rate	12.99%	14.87%
Retirement Rate Factor	1.78%	(0.10%)

2005-2006

For the 2005-2006 school year, the Retirement Rate Benchmark shall be calculated by taking the 2004-2005 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in its final state per pupil foundation allowance from 2004-2005 to 2005-2006. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2004-2005 fiscal year

2006-2007

For the 2006-2007 school year, the Retirement Rate Benchmark shall be calculated by taking the 2005-2006 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in its final state per pupil foundation allowance from 2005-2006 to 2006-2007. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2005-2006 fiscal year.

2007-2008

For the 2007-2008 school year, the Retirement Rate Benchmark shall be calculated by taking the 2006-2007 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in its final state per pupil foundation allowance from 2006-2007 to 2007-2008. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2006-2007 fiscal year.

2008-2009

For the 2008-2009 school year, the Retirement Rate Benchmark shall be calculated by taking the 2007-2008 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in its final state per pupil foundation allowance from 2007-2008 to 2008-2009. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2007-2008 fiscal year.

Administrators Work Schedules and Hours:

A. Administrators work schedules are as follows:

Position	Work Days
High School Principal(s)	220
Middle School Principal(s)	211
Elementary Principal(s)	201
HS Assistant Principal(s)	207
MS Assistant Principal(s)	207
EL Assistant Principal(s)	197
Athletic Director	207

B. Each Administrator is an educational leader for the Board and will maintain a work schedule under the supervision of the Superintendent and/or his/her designee, which will ensure a quality management approach in the development and maintenance of District and school programs and services. It is essential that administrators work a schedule which permits and enables the achievement of District and school goals.

Administrators are professional employees. This means that in return for his/her salary and other benefits, the Administrator, compensated on a salary basis, must work the amount of time required to perform his/her job in a competent and professional manner.

If the State mandates additional instructional time and the teacher's contract is altered accordingly, administrators will increase the same number of days. (From 1st extension document.)

C. 2004-05 Calendar

Administrator	Start date	End date	Add'l dates
HS principal(s)	8/5	7/11	3/28 - 3/31
MS principal(s)	8/5	7/1	
Elem. principals	8/12	6/24	
HS Ass't principals MS Ass't principals Athletic director	8/11	7/1	

D. 2005-06 Calendar

Administrator	Start date	End date	Add'l dates
HS principal(s)	8/4	7/10	4/17 - 4/20
MS principal(s)	8/4	6/30	
Elem. principals	8/11	6/23	
HS Ass't principals MS Ass't principals Athletic director	8/10	6/30	

E. 2006-07 Calendar

Administrator	Start date	End date	Add'l dates
HS principal(s)	8/3	7/9	4/9 - 4/12
MS principal(s)	8/3	6/29	
Elem. principals	8/10	6/22	
HS Ass't principals MS Ass't principals Athletic director	8/9	6/29	

F. 2007-08 Calendar

Administrator	Start date	End date	Add'l dates
HS principal(s)	8/2	7/7	3/24 - 3/27
MS principal(s)	8/2	6/27	
Elem. principals	8/9	6/20	
HS Ass't principals MS Ass't principals Athletic director	8/8	6/27	

G. 2008-09 Calendar

Administrator	Start date	End date	Add'l dates
HS principal(s)	7/30	7/6	4/13 - 4/16
MS principal(s)	7/30	6/26	
Elem. principals	8/7	6/19	
HS Ass't principals MS Ass't principals Athletic director	8/6	6/26	

ARTICLE VII
FRINGE BENEFITS

Insurance Benefits

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

For the 2004-05 school year, Administrators electing 'Option A' shall reimburse the District the amount equal to the SLEA premium reimbursement, based on the SLEA MESSA SuperCare I coverage of \$50/ single and \$100/family deductible and the SLEA prescription co-pay. This payment shall be made through payroll deduction in equal amounts from his/ her regular pay. In the event there is a change in medical benefit coverage for the SLEA, the Administrator premium reimbursement shall be calculated based on the original SLEA coverage as identified above.

For the 2005-06 school year, Administrators electing 'Option A' shall reimburse the District the amount equal to the SLEA premium reimbursement, based on the SLEA MESSA SuperCare I coverage of \$50/ single and \$100/family deductible and the SLEA prescription co-pay. This payment shall be made through payroll deduction in equal amounts from his/ her regular pay. In the event there is a change in medical benefit coverage for the SLEA, the Administrator premium reimbursement shall be calculated based on the original SLEA coverage as identified above.

For the 2006-07 school year, Administrators electing 'Option A' shall reimburse the District the amount equal to the SLEA premium reimbursement, based on the SLEA MESSA SuperCare I coverage of \$50/ single and \$100/family deductible and the SLEA prescription co-pay. This payment shall be made through payroll deduction in equal amounts from his/ her regular pay. In the event there is a change in medical benefit coverage for the SLEA, the Administrator premium reimbursement shall be calculated based on the original SLEA coverage as identified above.

For the 2007-08 school year, Administrators electing 'Option A' shall reimburse the District the amount equal to the SLEA premium reimbursement, based on the SLEA MESSA SuperCare I coverage of \$50/ single and \$100/family deductible and the SLEA prescription co-pay. This payment shall be made through payroll deduction in equal amounts from his/ her regular pay. In the event there is a change in medical benefit coverage for the SLEA, the Administrator premium reimbursement shall be calculated based on the original SLEA coverage as identified above.

For the 2008-09 school year, Administrators electing 'Option A' shall reimburse the District the amount equal to the SLEA premium reimbursement, based on the SLEA MESSA SuperCare I coverage of \$50/ single and \$100/family deductible and the SLEA prescription co-pay. This payment shall be made through payroll deduction in equal amounts from his/ her regular pay. In the event there is a change in medical benefit coverage for the SLEA, the Administrator premium reimbursement shall be calculated based on the original SLEA coverage as identified above.

- B. Disputes over policy coverages or benefits between the insurance carrier, policyholder and/or underwriter(s) and Administrator(s), or their dependents or beneficiaries, shall be a matter solely between the insurance carrier policyholder, and/or underwriter(s) and Administrators(s) or their dependents or beneficiaries.
- C. The terms of any insurance policy or contract issued by an insurance underwriter, carrier or third party administrator shall be controlling as to all matters concerning enrollment, benefits, eligibility, coverage, termination of coverage and all other related matters. The administrator is responsible for assuring completion of all forms and documents required for participation in the insurance programs described in this article.
- D. The Board, by payment of the insurance premiums required of it, shall be relieved of any and all liability with respect to insurance benefits and programs. Enrollment in the insurance benefits and programs specified in this Article is conditioned upon the administrator and his/her eligible dependent(s) meeting the standards set by the policyholder, underwriter and carrier, as may be applicable.
- E. Changes in family status shall be reported by the administrator to the personnel office within 30 days of such change. The administrator shall be responsible for an overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- F. Option A shall include:
1. Super-Care I health insurance with the XVAZ , the preventative care and the hearing care riders. Administrators will pay the same premium co-pay as the teachers and will have the same prescription co-pay. Deductibles will be \$50.00 for single and \$100 for family.
 2. \$35,000 term life insurance with AD & D. (*add'l life insurance in the amount of twice the annual salary minus \$35,000 and rounded to the nearest one thousand.)
 3. Long-term disability insurance as follows:
 - a. 50% of salary after a 90 calendar day waiting period.
 - b. Maximum payment of \$5,000 per month.
 - c. Social security freeze.
 - d. Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.

4. Delta Dental insurance
5. Vision care MESSA VSP-3.

G. Option B shall include:

1. \$35,000 term life insurance with AD & D. (*add'l life insurance in the amount of twice the annual salary minus \$35,000 and rounded to the nearest one thousand to be covered by UNUM, the current provider.)
2. Long-term disability insurance as follows:
 - a. 50% of salary after a 90 calendar day waiting period.
 - b. Maximum payment of \$5,000 per month.
 - c. Social security freeze.
 - d. Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.
3. Delta Dental insurance
4. Vision care MESSA VSP-3.
5. \$2000.00 annually shall be given in cash (divided equally among the administrator's second pay of each month or in a lump sum) which the administrator can choose to apply to the tax deferred annuity of the his/her choice. The Association does hereby agree to save and hold harmless the employer from any and all costs, assessment or penalties as a result of Internal Revenue Service determination of a taxable liability to teachers caused by the inclusion of the option of cash in lieu of health insurance benefits.

- H. Additional group term life insurance shall be provided to equal twice the administrator's annual salary rounded off to the next highest thousand. Administrators who have Board-provided term life insurance have a 30-day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep the life insurance in force must contact the insurance carrier within thirty-one (31) days of their last day of employment.

- I. Part-time employees who elect Option A shall pay a portion of the health care cost in a prorated amount equivalent to the ratio of employment to full time, subject to authorized payroll deduction. Part-time employees who elect Option B shall receive cash in lieu of benefit monies in an amount equivalent to the ratio of employment to full time.

- J. An IRS Section 125 Plan has been established and made available to the extent possible under the law. It is the responsibility of each eligible administrator to comply with all requirements for eligibility, enrollment, coverage and Plan elections. These responsibilities include but are not limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

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

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

Retirement Benefits

- A. An administrator who qualifies for and immediately receives statutorily defined benefits under MPSERS shall be paid for one-half (1/2) of his/her unused sick leave to a maximum of 230 days (i.e. paid for a maximum of 115 days) at the administrator's current daily rate. During the last year of employment, if an administrator has already reached the maximum of 250 days, but needs to use up to eighteen sick days, the district will reimburse the administrator's sick bank for up to eighteen days.

- B. An administrator who resigns after ten (10) or more years of employment service with South Lyon Community Schools shall receive one third (1/3) of his/her unused sick days at the administrator's current daily rate.

- C. Administrators are not simultaneously eligible for the separation benefits indicated in A. and B. above.

- D. As deemed allowable by law, the district and SLAA agree to the terms of the district's "Bencor-Michigan Public Schools Special Pay Plan", which would allow employees to avoid the payment of Social Security on severance payments. By current law, all employees must agree to the terms of the plan. Severance pay will not be allowed in cash, unless through the terms of the Special Pay Plan.
- E. Dependent upon the continuing consent of the insurance carrier and underwriter, an administrator retiring with South Lyon administrative service as in "1" above will continue to have his/her premiums for \$57,000 term life policy paid by the Board until said administrator reaches age 70, as long as he/she has provided written evidence to the Board, by the date of his/her resignation, that he/she has submitted an application for and has been approved as eligible for receipt of statutory retirement benefits from MPERS within ninety (90) days of his/her effective resignation from administrative service with the District.

Sick/Personal Leave

- A. Sick day allowance is to be used for absences due to personal illness or serious illness in the immediate family. The immediate family shall include: grandmother, grandfather, father, mother, brother, sister, wife, husband, children and legal dependents.
- B. Each administrator shall earn eighteen (18) sick leave days per year, four of which may be used as personal business days. If not used as sick and/or personal business days, the days shall accumulate.
- C. Sick days are credited on July 1 of each year.
- D. Sick day accumulation will be capped at 250 days.
- E. Personal business days may be used for business that cannot be conducted other than during school hours. Such days shall be approved by the Superintendent.

- F. **Death in the Immediate Family:** The employee may be granted a maximum of five (5) days leave on full pay in the event of death of a member of the immediate family, not deductible from accumulated sick leave allowance. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather or grandmother of the employee, and the corresponding relative of the employee's spouse, or any relative of either spouse living in the employee's home, and step-children and step-parents.

MISCELLANEOUS BENEFITS

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

ARTICLE VIII

TERM AND STANDARDS OF EMPLOYMENT

- A. The parties to this agreement recognize and agree that any continuing tenure in any administrative position or non-classroom assignment shall not be acquired and is specifically denied. This shall not be construed to revoke tenure rights previously acquired by an Administrator in a teaching capacity.
- B. The terms of this agreement shall supersede any expressly conflicting or contrary terms governing the same subject matter contained in any individual contract of employment between the Board and an Administrator covered by this Agreement. The terms of this agreement shall prevail over the terms of any individual contract of employment to the extent of any express inconsistency or conflict.
- C. As a condition to retention of employment, the Administrator must hold all certificates, approvals, and credentials required by law, (including applicable provisions of the School code of 1976), the State School Aid Act, Michigan Department of Education Regulations, State and/or Federal grants, and by the Board to the position assigned.) If at any time an administrator fails to hold appropriate Michigan Department of Education approvals, certificates and credentials for the position assigned, the Administrator's employment shall be immediately terminated and the Board shall have no liability for any further payment or obligations under any contract of employment with said Administrator.
- D. All employment of Administrators shall be on the following terms:
1. Any person hired for an administrative position or placed in a different administrative position will be given a one year contract for two years, and will be formally evaluated each of those years. After two years, the administrator will be given a two-year contract and formally evaluated every two years. Administrators who have already worked two years in the same position will immediately be placed on a two-year contract. Administrators who are on a two year contract and who fail to meet the performance standards of the District shall be notified by March 30 that he/she shall not be issued another two year contract unless and until such performance is remediated. Instead, such Administrator shall be offered a one (1) year contract terminable during its term for reasons that are not arbitrary or capricious and which are related to job performance and/or conduct of the Administrator. If not notified by the

March 30 deadline the administrator's performance shall be deemed satisfactory and he/she shall be issued a new two year contract. Failure to improve job performance will result in non-renewal of the one-year contract, with written notice from the Board at least ninety days prior to the expiration date of the individual one-year contract.

2. For all Administrators hired after May 1, 1998 and those on an Individualized Development Plan, during the first two (2) years of employment, the one (1) year contract shall be terminable at will by the Board upon thirty (30) days written notice. The thirty (30) days notice requirement shall not be applicable where the termination is due to gross misconduct.
3. All Administrators hired after May 1, 1998 and those on an Individualized Development Plan, who are non-renewed at the conclusion of an annual contract during their first two (2) years of employment, shall receive written notice of non-renewal from the Board at least sixty (60) days prior to the expiration date of their individual contract.
4. After completion of two (2) years of employment with the Board, Administrators hired after May 1, 1998, shall be issued a two (2) year contract which shall be terminable during its term for reasons that are not arbitrary or capricious, and which are related to job performance and/or conduct of the administrator.
5. After completion of two (2) years of employment with the Board, Administrators who are non-renewed shall receive written notice of non-renewal from the Board at least ninety (90) days prior to the expiration of their individual contracts.
6. In the event that the Board undertakes to dismiss an administrator (who has completed two (2) years of employment with the Board) during the term of his/her individual contract he/she shall be entitled to written notice of the charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of his/her individual contract, that contract shall automatically terminate and the Board shall have no further obligation thereunder or under this Agreement as regards the subject Administrator.
7. Non-renewal of contract shall not be seen as a disciplinary action and shall be at the discretion of the Board.

- E. All individual contracts shall be issued for a term ending June 30.
- F. The Administrator is subject to assignment and transfer at the discretion of the Superintendent. In that event, the Administrator's compensation and working conditions shall be consistent with the assignment to which transfer is made.

ARTICLE IX

EVALUATION

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

ARTICLE X

NON-RENEWAL/REDUCTION IN STAFF

- A. Non-renewal: If the Board is considering the non-renewal of an administrator's contract, administrator shall be notified as provided for in Section 1229 (2) of the Revised School Code and accorded all other rights as provided by such Act.
- B. Reduction in Staff: In the event it is necessary to reduce administrators due to enrollment decline, financial problems, or any other reason not related to competency of the administrator, the administrator may be assigned to a teaching position for which he/she is certified and qualified, subject to the provisions found in the Collective Bargaining Agreement between the South Lyon Board of Education and the South Lyon Education Association MEA/NEA, and those found in the Michigan Teachers' Tenure Act.
1. The Board and the Administrators recognize that financial circumstances, enrollment conditions, program changes, and/or administrative reorganization within the District could cause a curtailment of program, including the reduction and elimination of administrative positions. The parties acknowledge that such determinations are within the exclusive discretion of the Board, and that the Board may, in the exercise of that discretion, separate individual administrators.
 2. In the event that the Board determines to reduce administrative staff, an initial assessment will be made by the Board to determine the administrative functions to be maintained to meet the management, instructional and programmatic needs of the District. The Board will then determine any administrative positions impacted by the reduction.
 3. Formal notice will then be given to the Administrators' Association at least thirty (30) days prior to implementation of the reduction. Upon the request of either party, the Board and Administrators' Association shall meet, to the extent required by law, to bargain over the impact of the reduction upon the bargaining unit and its members.

4. The Administrator shall be eligible for recall from layoff for a period of two (2) calendar years from the date of the layoff, or the length of his/her administrative service with the District, whichever interval is shorter. Administrators are eligible for recall to any vacant bargaining unit position for which they possess the requisite administrative certification and qualifications, as set by the Board.
5. The Board shall give written notice of recall by certified mail to the Administrator's last-known address. It is the responsibility of the Administrator to keep the Board informed of his/her current residential address for the purposes of receiving recall notices. Should the Administrator fail to return to work within fifteen (15) work days of the issuance of a recall notice, he/she shall forfeit all further rights to employment with the Board and shall be regarded as a voluntary quit.
6. There shall be no bumping between Administrators.

ARTICLE XI MISCELLANEOUS

- A. The employee is subject to assignment and transfer at the discretion of the Superintendent of Schools and the Employee agrees that he/she shall not be deemed to be granted continuing tenure, in any capacity other than a classroom teacher, by virtue of this Agreement or any employment assignment within the School District, nor shall failure to the School District to continue or reemploy such Employee in any capacity other than as a classroom teacher be deemed a breach of this Agreement or discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.
- B. The Employee agrees to serve the District and perform those duties which are directed by the Board of Education of the School District, or its designee and to obey and fulfill the rules and regulations as established by the Board of Education of the School District and to carry out its educational programs and policies during the entire term of this Agreement.
- C. The School District shall pay the Employee in 26 equal installments.

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

E. Salary verification slips will be given each year.

ARTICLE XI
DURATION OF AGREEMENT

This agreement represents the entire Agreement between the Board and the Association and shall remain in full force and effect starting July 1, 2004 and shall continue in full force and effect until midnight June 30, 2009. Either party hereto shall give the other party at least sixty (60) days written notice before the end of the term of this Agreement of its desire to begin negotiations for a successor Agreement.

SOUTH LYON BOARD OF EDUCATION

by George A. Edhart
President

by David F. Suller
Secretary

Date June 30, 2004

SOUTH LYON ADMINISTRATORS ASSOC.

by Shirley Perreault
President

Date June 30, 2004