

AGREEMENT

between

SCHOOL DISTRICT OF THE CITY OF CLAWSON

and

CLAWSON ADMINISTRATIVE TEAM

2004-2005

2005-2006

2006-2007

2007-2008

2008-2009

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ARTICLE I

AGREEMENT

This Agreement is entered into this 8th day of November 2004, by and between The School District of the City of Clawson, hereinafter called the "Employer", and the Clawson Administrative Team, hereinafter called the "Association".

A. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or participation in the activities of this association.

B. Definitions:

1. Whenever the term "school" is used, it is to include any work location.
2. Whenever the term "administrator" is used, it is to include the bargaining unit personnel.
3. Whenever the term "superintendent" is used, it shall include only that person and not his designees.
4. Whenever the term "designee(s)" is used, it shall include those parties so authorized to act in place of the Board or the Superintendent.
5. Whenever the term "Board" is used, it shall refer to the Board of Education only.

ARTICLE II

RECOGNITION AND CONFORMITY TO LAW

- A. In accordance with the provisions of Act 379, PA of 1965, the Employer recognizes the Association as the sole and exclusive collective bargaining agent for all principals, assistant principals, and directors, excluding the superintendent, assistant superintendent, and business manager with respect to rate of pay, hours of employment, and condition of employment.

- B. The Employer agrees that it will not negotiate with any other labor organization to compete with the Association.

ARTICLE III

ASSOCIATION BUSINESS

- A. Use of School Facilities

The Association will be granted the use of school facilities with approval as outlined in the Board policy on use of school facilities. The Association may also use equipment, including typewriters, duplication equipment, calculation machines, and all types of audio-visual equipment, when such equipment is not otherwise in use, for official business only. The Association shall pay the cost of all materials and supplies incidental to such use, and any repairs to the facilities and equipment, which result from their use.

- B. Inter-School Mail Service

The Association may use the inter-school mail service for official business communications initiated by its members, provided distribution of Association mail does not require the Employer to expend additional money or allocate additional personnel time to perform such distribution service.

- C. Necessary Information

The Employer shall make available to the Association, upon its written request, all regularly available information concerning the financial resources of the District and such other Board adopted public information as will assist the Association in the collective bargaining and administering this Agreement.

ARTICLE IV

DISTRICT CURRICULUM AND POLICY INFORMATION

It is agreed that administrators will participate in the development and implementation of curriculum and related programs. District curriculum councils/committees should have administrator representation.

It shall be the right and responsibility of the administrative staff to participate in the development of the educational program and professional practices in accordance with the procedures described in Board and/or Superintendent policy

and/or rules and regulations. It shall also be the right and responsibility of the administrative staff to provide input in the development and/or revision of policies or rules and regulations or agreements to be negotiated which govern the development of the educational program, student, professional and non-professional personnel practices, determination of educational materials, and use of school facilities. These policies and rules and regulations shall include matters covered in the Board Policies Manual, as well as any negotiated agreements with other bargaining units.

ARTICLE V

ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

A. Staffing

1. All openings for administrative positions shall be announced, in writing, to all administrators at least ten (10) days prior to the date stipulated for application for such positions. All announcements of administrative openings will include a brief description of the position and the minimum qualifications necessary.
2. Any administrator who wishes to transfer from their present administrative position must make the request in writing to the superintendent. The written request must include, but not be limited to, the position or school to which the administrator wishes to be transferred and the reason(s) for the request. First consideration shall be given to these requests before the Board fills the position. However, the Employer's decision shall be final.
3. Involuntary Transfers: This provision shall include both upward and downward, as well as lateral, transfer. When a permanent involuntary transfer of an administrator is at the request of the Superintendent, such administrator shall meet with the Superintendent to discuss the reasons for such transfer. At the option of the administrator, an Association representative may be present at such a meeting. However, the Employer's decision shall be final. It is understood that no administrator shall be permanently transferred (involuntary) more than once in a calendar year. It is further understood that the administrator shall be paid the higher salary if the involuntary transfer involves an upward or downward movement.
4. Reductions in Force and Recall: In the event of a reduction of administrators, the Association and the affected administrator will be notified by April 1 in writing. The decision for such reduction, as well as the retention of other administrators, will be based on the needs of

the district and students and will include such criteria as qualification, certification, performance, experience, and length of service. The reduced administrator will be retained as a teacher in compliance with the requirements of the Teachers' Tenure Act.

5. The administrator shall be consulted before teaching staff members are transferred from or to his building. He shall have an opportunity to interview any prospective new teacher who may be assigned to a position in his building and make recommendations based on these interviews.

B. Job Performance

1. The Board, before effecting a demotion, shall offer reasonable assistance and counsel to the administrator to help correct his performance inadequacies giving rise to the reasons for the contemplated action.
 - (a) A minimum of two (2) conferences shall be held between the administrator and the superintendent or his designee on dealing with the clearly identified inadequacies, direction for improvement, consequences of failing to do so.
 - (b) A written evaluation stating the identified inadequacies, direction for improvement, consequences of failure, progress or lack of progress shall be given to the administrator.
 - (c) After notification of the performance inadequacies, the administrator shall be provided an opportunity of no less than two (2) months to rectify the stated inadequacies, if they are of a correctable nature.
 - (d) If inadequacies still persist, a final review of the involved administrator's performance and recommendation for demotion shall be written and presented to him at a subsequent conference.
 - (e) Written notice of demotion must be presented to the administrator involved.
 - (f) At his option, the administrator shall be granted a meeting with the superintendent to fully discuss the matter.
 - (g) The administrator may at this time ask for a hearing, either public or private, with the Board.

- (h) At any of the above steps, and at the option of the administrator, a member of the Association may be present.
- 2. In a case of demotion, the merit of the case shall determine if the administrator shall be retained as an administrator, or as a teacher in accordance with the requirements of the Teachers' Tenure Act.
- 3. Discipline, demotion, and/or dismissal shall be only for just cause.
 - (a) The President of the Association shall be notified in writing whenever a formal disciplinary action is to be taken.
 - (b) The administrator, at his discretion, may have an Association representative present whenever formal disciplinary action is taken.

C. Administrative Personnel File

Any administrator shall have the right to inspect his central office personnel file. The administrator must have an appointment with the superintendent or his designee in order that one will be available when the administrator inspects his file. Confidential credentials and related personal references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator. The Administrator may, at his discretion, be accompanied by an Association representative.

D. Individual Contracts and Evaluation

- 1. During each of the first two years of employment in an administrative position, the administrator will be on probation. During this probationary period, the administrator is subject to removal if he/she has not performed to the level expected. Such removal is not within the procedures set forth in Section B 2, except that if such administrator was formerly a tenure teacher with the Employer, he/she will be given the opportunity to revert to a teacher status in accordance with the provisions of the Teachers' Tenure Act.
- 2. After satisfactory completion of the two-year probationary period in a given position, each administrator will be placed on a two year contract with evaluation annually.
- 3. Each administrative contract may be renewed by April 1 of each school year with mutual consent of the Board and the administrator unless the administrator resigns or is demoted or discharged.

4. If the administrative contract is not mutually renewed, the Board or the administrator will be notified in writing as for the reason or reasons for non-renewal.
5. A minimum of one (1) evaluative conference shall be held annually between the administrator and the superintendent or his designee for the purpose of evaluation.
6. A written evaluation shall be given to the administrator following the conference. The administrator shall have the right to submit a written response to the evaluation. The evaluation and response shall become part of the administrator's personnel file.

E. It is agreed that all administrators have a professional responsibility to provide their staff and students with supervision and assistance throughout the school hours of the student and the normal working day of the professional staff.

F. The Association agrees that there shall be prompt and expeditious handling, at the local level, of any school-related complaint regarding personnel he/she supervises. When appropriate, the administrator shall seek the recommendation of his immediate supervisor in such matters.

1. The Association agrees that each administrator shall evaluate all employees whom he/she supervises to assure that only competent employees are retained by the Employer.
2. The Association agrees that each administrator shall live with the budget categories he/she has control of. He/she will reduce or make recommendations to the superintendent on cost reduction for his/her building; such as, but not limited to reduce waste, prevent unnecessary damage, defacing and vandalism of equipment, and teacher/student ratio.
3. The Association agrees that the care of school buildings and grounds to insure safety for students and visual appeal to the public is the responsibility of each administrator insofar as he/she has authority to act in such matters.
4. The Association agrees that administrators are responsible to disseminate and enforce those codes and regulations received from the Board, and/or Superintendent, and to seek compliance from those under his/her supervision in matters relating to safety, health and general welfare of students and personnel; such as but not limited to, Oakland County Health Department, MIOSHA, Clawson Fire Marshall, and Civil Defense authorities.

5. The Association agrees that each administrator will actively cooperate and participate with his/her immediate supervisor in curriculum development, curriculum coordination K-12, and selection of delivery system.
6. In order to encourage harmonious and expeditious resolution to parent complaints at the local level, the Board will encourage parents and citizens first to consult with the building administrator(s) involved.
7. In order to keep administrators informed of matter pertaining to the Employer, the Employer agrees to make available to each administrator a copy of the agenda for each Board meeting prior to the time of the meeting, and a copy of the minutes after their adoption.

G. Health

1. The Superintendent on his own or upon recommendation in writing of an administrator's immediate supervisor and at the Employer's expense, will engage the services of a physician for an appropriate medical examination to determine an administrator's fitness to effectively and successfully perform his/her assigned duties.
2. Any administrator suffering a bodily injury or occupational-related illness that arises out of and during the course of performing work, should promptly report the same to the superintendent in order that the request for coverage under Worker's Compensation will be initiated.

H. Outside Complaints

The Employer agrees that in the case of a complaint by an outside party directed against an Administrator, that such individuals be requested to first discuss the matter fully with the Administrator in an effort to resolve the problem. Should the complaint be not resolved, the Administrator shall be given full information in writing about any further steps being contemplated by the Superintendent.

I. On-the-Job-Assault

Any physical assault upon an Administrator, which arises directly from his employment and occurs during the performance of his job duties, shall be reported by him/her to proper school and civil authorities. In the event an administrator requires legal counsel, with respect to his/her rights and responsibilities incidental to such assault, said counsel will be provided by the Employer. An injury resulting from such an assault shall be compensated for by the Employer (via medical

insurance and/or workers compensation insurance coverage and in conjunction with Article V, Section G, 3), and in the event absenteeism is necessitated by such injury, the Administrator shall not suffer either any loss of pay or leave day(s).

J. Incorporation of Individual Contract

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

K. Assistance in Negotiations

Administrators may be assigned to assist the Employer in negotiations. A minimum of one (1) bargaining unit member may be assigned to: (1) Teachers, (2) Custodial, (3) Clerical, (4) Cafeteria, and any other unit that the School District may require.

L. Legal Defense

If an Administrator, while acting in a legal manner within the scope of his duties and assignment, is sued in court, the Employer will provide legal counsel and render all necessary assistance to the Administrator, in his defense, as provided by its liability insurance policy.

It shall be the Administrator's responsibility to bring such complaint to the Board's or Superintendent's attention. Time lost by an Administrator in connection with the lawsuit mentioned in this Article shall not result in loss of pay or be deducted from any available leave day(s).

ARTICLE VI

LEAVES OF ABSENCE

A. Emergency Leave

Leaves of absence not to exceed five (5) days per year may be used for emergencies. These days shall be deducted from accrued sick leave. Permission for such leave must be obtained from the Superintendent of Schools or his designee. Such emergency leave may include:

1. Fire, accident or funeral affecting immediate family
2. Marriage or graduation of a member of the immediate family

3. Required court appearances
4. Child born to wife
5. Illness in the immediate family

An emergency leave for illness or death in the immediate family or required court appearances may be extended beyond the above-mentioned five (5) days with the consent of the Superintendent, also to be deducted from the employee's accumulated sick leave.

The definition of "immediate family" is husband, wife, son, daughter, mother, father, brother, sister, and grandparents of the employee and spouse.

Any administrator who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board of Education the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the remainder of the work year or ninety (90) work days, whichever occurs first.

B. Military Leaves

An administrator who may enlist or be drafted into the Armed Services of the United States for service shall be granted a leave of absence for the period of the initial enlistment or the time of the original obligation. After the initial enlistment or original obligation, he/she shall be reinstated in the school system as soon as he/she returns, providing he/she has an honorable separation, and will be put on the current salary schedule including the annual increments, if any, for the time spent in the military service.

The applicant's request for reinstatement must be accompanied by proof that he/she is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days from date of his/her honorable separation; and reinstatement shall be to the first available opening comparable to his/her former position or to a teaching position for which he/she is certified and qualified.

C. Involuntary Leave Without Pay

As per Article V, Section G, 1, the Superintendent may require a physical or mental examination for any administrator whenever it is deemed that such action is required for the best interests of the school district.

In the event it is deemed proper for the administrator to be placed on a leave and the administrator contests such determination, a report from two physicians shall be required. One physician to be chosen by the Employer and one mutually

agreed upon by the Employer and the administrator. The expenses of the examination shall be borne by the Employer.

It is understood that if the administrator is placed on a leave, he/she will have the right to utilize his/her accumulated sick leave and, if applicable, long-term disability insurance.

Upon the receipt of two favorable opinions of the physicians, the administrator will be considered for reinstatement. If reinstatement is granted, the administrator shall be placed in the first available opening comparable to his/her former position or in a teaching position for which he/she is certified and qualified.

D. Jury Duty

Administrators called for jury duty will suffer no loss of sick or personal leave days of compensation while on jury duty.

Administrators who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Administrators called for jury duty shall meet with the Superintendent or his designee to discuss the critical nature of that administrator's employment, and the Superintendent, or his designee, may send a letter, which if sent, is to be recorded with the Court Clerk at the time of the empanelment. Proof of jury duty days shall be made to the employer within fifteen (15) school days after the receipt of the payment for jury duty from the County Clerk. Provided, however any administrator who volunteers for jury duty, without first being called, shall not receive the difference between the jury pay and his/her regular compensation.

E. Leave for Professional Study

An administrator who has been an administrator for five (5) years or more, upon written request, may be granted a leave of absence, by the Board, without pay for the purpose of professional study, providing that the leave shall not exceed a period of one year. Time spent on leaves of absence for professional study shall be credited toward salary increments in the same manner as time spent on active duty. The administrator shall make application ninety (90) days prior to the beginning of the semester in which he/she wishes to return. Reinstatement shall be to the first available opening comparable to his/her former position or in a teaching position for which he/she is certified and qualified.

F. Paid Leave Days

At the beginning of each school year, fifteen (15) paid leave days shall be granted to each administrator. Three of such days may be used for personal business. All of the unused days actually earned shall be added at the end of each year to the administrator's reserve for the purpose of protecting the administrator's

income in the event of a protracted illness or disability. This reserve shall not exceed 130 workdays. It is understood that paid leave shall not be accruable if the administrator is absent for one-half or more of the school year from the beginning of the school year.

In the event an administrator whose illness or disability has caused the exhaustion of his/her reserve, then the Employer will provide the essence of an income protection program whereby the administrator shall be paid his/her salary for the difference in time between exhaustion of the paid leave days and 180 calendar days.

This provision is subject to medical verification as necessary or requested. The paid reserve and/or income protection program (as well as the long-term disability) shall be subject to offset in an amount equal to any Social Security benefits received on account of such illness or disability, as well as any other benefits received on account of such illness or disability from any other insurance source.

ARTICLE VII

INSURANCE

PLAN A:

Health:

The Employer shall provide, through the School District of the City of Clawson Health Plan, up to full-family subscriber, Blue Cross Comprehensive Major Medical with Passive Preferred Provider Coverage, without any cost to Administrator, with a \$5.00 co-pay on prescription drugs. The TPA (Third Party Administrator) of the Clawson Health Plan shall be Michigan Employee Benefit Services (MEBS). MEBS shall be responsible for adjudicating all health benefit claims. Administrator shall have the right to participate in the program, during the open enrollment period in September. Policies will take effect under carrier regulations.

Life: 150,000 Term Life with AD & D (administrator only)

Dental: Delta Dental Insurance: The full family plan shall be a true group with internal and external coordination of benefits. For administrators who

are not covered by another dental insurance equal to or greater than Delta Dental Plan E-07. Those persons covered by another dental plan equal to or greater than Delta E-07 (80/80/80: 800 max on class III) shall be enrolled in Delta C-01 (50/50/50: 500 max on class III).

Vision: VSP II. Full Family; true group with internal and external coordination of benefits.

Long Term Disability: Long-term disability income insurance to cover all full-time and part-time employees. Benefits shall begin after the first one hundred and eighty (180) calendar days of any illness or disability as determined by the carrier. Such insurance shall pay up to 60% of his/her regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one three-hundred and sixty-fifth (1/365) of the annual salary of the employee at the time of disability.

PLAN B: (for employees who do not choose Plan A):

Life: Same as Plan A (administrator only)

Dental: Same as Plan A (full family)

Vision: Same as Plan A (full family)

Long Term Disability: Same as Plan A (administrator only)

Each CAT Team member choosing to decline the health portion of the MEBS coverage shall be entitled to receive cash in lieu of insurance in the sum of Two Thousand Five Hundred Dollars (\$2,500.00) annually, subject to any withholdings as required by law. Each CAT Team member will be entitled to elect the cash in lieu option in the sum of \$2,500 for years thereafter.

Provisions: Applicable to Plan A and Plan B.

- a) Administrators who are returning in the fall shall receive coverage to include July, August, and September.
- b) The Administrators who terminate their employment in June shall receive coverage including July and August payments.
- c) The Board shall not make any additional benefit payments for coverage after the date of termination of employment of an administrator, if the termination of employment is prior to the end of the school year.
- d) Enrollment shall be either at the beginning of employment, or at the open enrollment period, or when a new program is instituted, subject to the MEBS regulations.

Year Round Benefits

All of the insurance benefits listed above shall be on a twelve (12) month basis for all administrators who remain in the continuous employment of the Employer. The terms for coverage of all insurance benefits shall be governed by the contracts of insurance with the carrier. It is understood that the Administrator as a condition to receiving such benefits must comply with the insurance contracts provisions and carrier regulations regarding qualifications for benefits and processing of claims.

In the event the Employer terminates the administrator's contract and the administrator does not qualify for a teaching position, such administrator shall continue to have insurance benefits and premiums paid for July and August, unless such administrator takes employment elsewhere wherein he/she is covered by insurance benefits from such other employer.

ARTICLE VIII

BUSINESS EXPENSE AND CAR ALLOWNACE

A. Mileage Allowance

A reimbursement rate of the current I.R.S. regulation per mile shall be allowed administrators traveling outside of the school district and when they have permanent responsibilities between buildings. The administrator shall itemize his/her extra expenses, such as luncheons and travel expenditures outside of the

school district and present an itemized account to the Superintendent for approval and payment.

The administrative staff shall be allowed expenses for traveling outside of the school district upon the approval of the Superintendent.

B. Expenses for Conferences

The Board allows the Superintendent to approve conferences within the budget constraints for each administrator. All conferences must have prior approval of the Superintendent.

ARTICLE IX

TERMINAL LEAVE

Upon a minimum of thirty (30) days notice, any actively employed administrator who retires and applies for retirement from the State Retirement Program, or tenders his resignation and is not dismissed for cause, shall be paid for the unused days in his sick leave reserve at his/her per diem rate for the first 25 unused days (at the full daily rate).

If Administrator continues employment under this Contract through June 30, 2009, the Board will contribute the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to Administrator's TSA on or before July 31, 2009, or Administrator may elect to receive a Five Thousand Dollar (\$5,000) cash payment in lieu of a board paid tax sheltered annuity. In any event, this payment will be a one-time lump sum payment. If Administrator elects to retire before June 30, 2009, and remain in his/her position with the District through a Third Party Administrator, Administrator will receive the \$5,000 board-paid annuity or cash payment at that time. It is clearly understood between the District and the Association that this section of the contract will expire at the end of this Agreement, and that this section will be subject to negotiations for successor agreements.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definition and Restrictions

Any administrator who believes that this Agreement has been violated, may file a grievance in accordance with the procedures detailed in Sections C and D of this Article. It is expressly understood that with the exception of Articles I, II, and Article V Section A, B, and D, only matters related specifically to this Agreement are grievable, and that the person alleging a violation of this Agreement shall place said

grievance in writing indicating: (a) the date of the alleged violation, (b) the specific Article and wording of the Agreement that has been allegedly violated, and (c) the resolution requested. Failure to meet the time limits as detailed under each level of the grievance procedure by the aggrieved, automatically waives the right to continue the grievance. Failure to provide an answer as called for in each level shall automatically cause the grievance to be moved to the next-higher level in the grievance procedure.

B. Purpose

The primary purpose of the grievance procedure is to secure, at the lowest level possible, prompt and equitable resolution of the grievance filed. Both parties agree that these procedures shall be kept confidential as may be appropriate at any level of such procedure.

C. Procedure

Level 1: The Administrator with a grievance shall, within five (5) working days of the date of the alleged violation, file the grievance and discuss it with the assistant superintendent, either individually or with his representative, with the object of resolving the matter informally. The assistant superintendent shall make his decision known within three (3) working days following said conference. Any grievance not filed within five (5) working days following its alleged occurrence shall be considered automatically closed.

Level 2: In the event the grievance is not satisfactorily settled in Level 1, he/she may appeal the grievance to the superintendent. Such appeal must be filed within five (5) working days after receipt of answer in Level 1. The superintendent shall schedule a conference to attempt to resolve the grievance. A written decision on the matter shall be given to the Administrator and/or the Association within five (5) working days following the conference.

Level 3: If the grievance is not satisfactorily resolved by the superintendent and appeal to the Board is made, it must be filed within five (5) working days after receipt of the answer in Level 2. The Board shall schedule a meeting on the grievance to be held within thirty (30) calendar days, and the Board's decision shall be reached within ten (10) working days after the meeting.

D. General Provisions

1. The Association may have a representative present at each level of the grievance procedure upon the request of the grievant.
2. At any conference under Levels 2 and 3 of this grievance procedure, the Administrator, Association, and Board may

have present any and all witnesses that are relevant and necessary to the grievance issue.

3. The President of the Association, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.

ARTICLE XI

MISCELLANEOUS

A. Dues Deduction

The Employer shall deduct from the pay of each Administrator from whom it receives written authorization to do so the required amount for the payment of Association dues. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association President no later than thirty (30) days after the deductions were made. Dues shall be deducted in equal increments once each month for nine months, commencing in October of each year.

B. Other Deductions

For any plans or programs jointly approved by the Board and the Association, the Board shall deduct from the pay of each Administrator from whom it receives authorization to do so and make appropriate remittance for such plans or programs.

C. Involuntary Absence

Nothing in this Agreement shall require the Board to keep offices, schools, and administration, open in the event of inclement weather, natural disaster, mechanical failure, public disturbance or when otherwise prevented by Act of God. If all schools are closed to students and staff and school business is not to be transacted, due to the above conditions, the Administrators shall not be required to report to their job assignments. They shall suffer no loss of pay.

D. Interruptions

No Administrator will have his/her work year reduced because of interruptions caused by strikes by other employee groups.

E. New Unit Positions

Should the Board establish any new administrative positions within the bargaining unit other than those in effect at the time of contract ratification, the salary and work year of said position shall be determined through negotiations with the Association prior to its effective date of operation.

F. Copies of Agreement

Copies of the Agreement shall be printed at the Employer's expense. The Board shall present copies of the Agreement to all Administrators now employed, or hereafter employed. Further, the Board will provide the Association with five (5) additional copies for its own use.

G. Separability

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

H. Amendment

The parties mutually agree that the provisions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment thereto.

I. Professional Membership

The Employer shall pay for the local, state, and national membership fees for Administrator who belongs to their appropriate professional organizations.

J. Professional Growth

The compensation for earned semester hours will be \$100.00 per semester hour, with a thirty-six (36) hour maximum payout of \$3,600.

K. Days Worked

The administrator shall work all days that the school is open for students and/or teachers. The remainder of workdays shall be at the direction of the superintendent or superintendent's designee. The work schedule shall be established in writing before the start of the school year and can be modified with the superintendent's approval.

L. Tuition Reimbursement

Each administrator shall be eligible to receive a maximum of \$750.00 in reimbursement for the costs of successfully completing pre-approved course work or continuing education credits.

M. Longevity Pay

After the completion of five (5) years of service as a building administrator employed by our District, Administrator will receive the sum of Seven Hundred Fifty Dollars (\$750.00) on or before July 31, and each year thereafter, in accordance with the terms of this Contract.

ARTICLE XII

DURATION AND TERMINATION

This Agreement shall be effective as of the date of its execution and shall continue in full force and effect through June 30, 2009.

At least ninety (90) days prior to June 30, 2009, the Association, by written notice, may notify the Board of its desire to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor Agreement.

If, pursuant to such negotiations and agreement on renewal or modification is not reached prior to the expiration date, this Agreement and all of its provisions shall terminate on the expiration date, this Agreement and all of its provisions shall terminate on the expiration date unless it is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

CLAWSON ADMINISTRATIVE TEAM

By: Shirley J. Colbert

And: Patricia Kelly

Date: 12/09/04

CLAWSON BOARD OF EDUCATION

By: Kevin A. Turner

President

And: Helen Beamer

Secretary

Date: 12/6/04

APPENDIX "A"

HIGH SCHOOL PRINCIPAL

	04/05	05/06	06/07	07/08	08/09
\$	90,606.67	\$ 92,418.80	\$ 94,267.18	\$ 96,152.52	\$ 98,075.57
\$	92,864.91	\$ 94,722.21	\$ 96,616.65	\$ 98,548.98	\$ 100,519.96
\$	95,122.01	\$ 97,024.45	\$ 98,964.94	\$ 100,944.24	\$ 102,963.13
\$	97,377.99	\$ 99,325.55	\$ 101,312.06	\$ 103,338.30	\$ 105,405.07
\$	99,665.64	\$ 101,658.95	\$ 103,692.13	\$ 105,765.98	\$ 107,881.29

MIDDLE SCHOOL PRINCIPAL

	04/05	05/06	06/07	07/08	08/09
\$	87,566.65	\$ 89,317.98	\$ 91,104.34	\$ 92,926.43	\$ 94,784.96
\$	89,822.62	\$ 91,619.08	\$ 93,451.46	\$ 95,320.49	\$ 97,226.90
\$	92,080.86	\$ 93,922.48	\$ 95,800.93	\$ 97,716.95	\$ 99,671.28
\$	94,542.75	\$ 96,433.60	\$ 98,362.27	\$ 100,329.52	\$ 102,336.11
\$	97,293.13	\$ 99,239.00	\$ 101,223.78	\$ 103,248.25	\$ 105,313.22

ELEMENTARY PRINCIPAL

	04/05	05/06	06/07	07/08	08/09
\$	84,397.65	\$ 86,085.60	\$ 87,807.32	\$ 89,563.46	\$ 91,354.73
\$	86,653.62	\$ 88,386.70	\$ 90,154.43	\$ 91,957.52	\$ 93,796.67
\$	88,911.86	\$ 90,690.10	\$ 92,503.90	\$ 94,353.98	\$ 96,241.06
\$	91,376.01	\$ 93,203.53	\$ 95,067.60	\$ 96,968.95	\$ 98,908.33
\$	93,956.69	\$ 95,835.82	\$ 97,752.54	\$ 99,707.59	\$ 101,701.74

ASSISTANT PRINCIPAL

	04/05	05/06	06/07	07/08	08/09
\$	82,431.31	\$ 84,079.94	\$ 85,761.53	\$ 87,476.77	\$ 89,226.30
\$	84,792.50	\$ 86,488.35	\$ 88,218.12	\$ 89,982.48	\$ 91,782.13
\$	87,151.43	\$ 88,894.46	\$ 90,672.35	\$ 92,485.80	\$ 94,335.51
\$	89,510.36	\$ 91,300.57	\$ 93,126.58	\$ 94,989.11	\$ 96,888.89
\$	91,769.73	\$ 93,605.13	\$ 95,477.23	\$ 97,386.77	\$ 99,334.51