

**AGREEMENT**

**between**

**BOARD OF EDUCATION  
SAGINAW TOWNSHIP COMMUNITY SCHOOLS**

**and**

**SAGINAW TOWNSHIP  
ADMINISTRATORS ASSOCIATION**

**July 1, 2004 through June 30, 2008**

**Saginaw Township Community Schools  
Saginaw, Michigan**

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**MASTER AGREEMENT**  
between the  
**Saginaw Township Board of Education**  
and the  
**Saginaw Township Administrators Association**

**PREAMBLE**

In carrying out the basic purpose of this school system, the education of the children and youth of the community, the Board of Education recognizes the need for highly competent school administrators; and further recognizes that in order to attract and maintain an administrative staff of high quality, it is necessary that the School District provide salaries and other benefits which are competitive with those provided in comparable districts and in other professional pursuits.

Any action of the Board, its members, or its designated representative that is critical of, or in response to criticism of an administrator's professional performance, is recognized as being extremely serious, to be taken only after careful, tempered consideration of the reasons for such action. The provisions of this Agreement are understood to be binding over the Individual Administrative Contract of Employment.

**ARTICLE I**

**RECOGNITION**

Section 1. The Board recognizes the Association as the exclusive bargaining unit for the following employees in the District including principals, assistant principals, district athletic director, director of community services, supervisor of buildings and grounds, custodial coordinator, supervisor of food services, supervisor of transportation, director of special education, coordinator of enrichment education, coordinator of adult and alternative education, coordinator of technology services, communications/technology support coordinator, business services manager, information technology manager, network administrator, and all other administrators; but excluding the superintendent and Central Office Directors and confidential employees. The term "Administrator," when used hereafter in this Agreement, shall include all the aforementioned administrators except those excluded.

Section 2. Agency Shop. The Saginaw Township Board of Education agrees that as early as practicable after the beginning of each school year, payroll deductions for the payment of Saginaw Township Administrator Association dues shall be made from the pay of the employees who voluntarily request such dues deduction, who are members in good standing of the Association, and who are employed in occupations listed under the Recognition Clause of this Agreement.

Any Administrator who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of administrative duties shall, as a condition of employment, pay a fee to the Association in an

amount determined by the Association not greater than membership dues payable to the Association, provided, however, that the Administrator may authorize payroll deductions, as provided in Article IV. In the event that an Administrator shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Article IV, the Board shall cause the termination of employment of such Administrator. The parties expressly recognize that the failure of any Administrator to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board, providing proper forms are sent to the Board at the appropriate times.

The Association shall present the Board with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list, and agrees to reimburse the Board for any deductions made and paid over to the Association which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.

The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend against such action or claim.

## ARTICLE II

### ASSOCIATION AND ADMINISTRATOR RIGHTS

Section 1. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Saginaw Township Community School District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Administrator in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any Administrator with respect to any terms or conditions of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict to any Administrator rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. Duly authorized representatives of the Association and representatives of the affiliated organization shall be permitted to transact official Association business on school property at reasonable times, providing the school is not in session, and provided that such

activities do not interfere with normal school business and operations, or the management responsibilities of the Administrator involved. This section does not apply to activities related to the grievance procedure.

Section 4. The Association may use the district's inter-school mail service for communications to its members provided distribution of Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

Section 5. The Board agrees to furnish to the Association, upon written request and within a reasonable time, such data as it may possess concerning the financial resources of the district, the cost of programs, and information on any other subject which the Board is obligated to negotiate together with any information it may possess which is relevant and material to the processing of any grievance.

Section 6. The required service of Administrators shall be limited to activities sanctioned by the Board and connected with the public schools.

Section 7. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

Section 8. The Board may consult with the Association on any and all fiscal, budgetary, or tax programs, construction programs, or revisions of educational policy with the exception of that which, at the Board's discretion, is determined to be of a confidential nature as defined by the Freedom of Information Act.

Section 9. The Board of Education or representative designated by the Board shall meet with members of the administrative staff at such times as either group may deem it necessary or desirable to discuss matters having to do with the administration of this school system.

### **ARTICLE III**

#### **BOARD RIGHTS**

Section 1. Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the district, reserves unto itself full rights, authority, and discretion in the discharge of their duties and responsibilities to control, supervise, and manage the Saginaw Township Community School system and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

Section 2. The exercise of the foregoing rights, authority, and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### ARTICLE IV

#### PAYROLL DEDUCTIONS

Section 1. The Board will provide that, whenever duly authorized by any Administrator on a form or forms approved by the Board, payroll deductions on behalf of such employee shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:

- a. Donation to United Way Fund;
- b. Premiums under a contributory life insurance program;
- c. Payments to financial institutions pursuant to board policy and/or practice or as mutually agreed;
- d. Premiums under a contributory annuity contract purchased for the Administrator under the terms of this Agreement;
- e. Dues for professional associations (e.g. Elementary and Secondary Principals Associations) within limitations of the computer system;
- f. STAA dues.

#### ARTICLE V

#### PROTECTION

Section 1. This section shall deal with assault or alleged assault on an Administrator in the performance of their official duties.

Administrators shall report promptly to the Superintendent, or a designated representative, in writing, all cases involving serious abusive conduct directed toward them. In the event an alleged assault is by a pupil, the assaulting pupil shall be dealt with under the provisions of the Student Discipline Code adopted by the Board of Education. In the event the assault is by a person who is not a pupil of the District, the Superintendent will report the incident promptly to the appropriate law enforcement authorities and will provide all reasonable assistance to the Administrator in the handling of the incident by law enforcement, legal or medical authorities.

An annual report of such incidents, if any, and their disposition will be provided by the Superintendent, or a designee, to each Board member by June 30 of each year. Said report shall

be in writing and shall be classified as confidential and will be issued whether or not any incidents have occurred during the reporting period. A copy of said report will be furnished to the President of the Association.

Any complaint made against an Administrator or person for whom the Administrator supervises by any parent, student or other individual will be promptly called to the attention of the Administrator if such complaint is to be used as a basis for involuntary transfer or any disciplinary action against the Administrator.

Section 2. Liability Insurance. The School District shall provide, without expense to any Administrator, a policy of liability insurance insuring all Administrators against claims made for any negligent act, any error, any omission or any breach of duty by an Administrator while acting in their capacity as an Administrator. Minimum limits shall be not less than \$1,000,000.00, subject to the terms and conditions of the carrier. A copy of such insurance policy shall be provided to any Administrator upon request. The School District's responsibility to indemnify any Administrator against such claims shall be limited to the coverage provided by any and all terms and conditions of said policy.

Section 3. If an Administrator is required to be absent from school as a result of a personal injury caused by an assault against the Administrator in the course of employment as such Administrator, the Administrator's full salary will be paid, less the amount of any Workers' Compensation benefits, for a period of time not exceeding two (2) calendar years. Any such absence will not be charged to the Administrator's annual or accumulated sick leave.

Section 4. Loss/Damage to Personal Property. The Board will reimburse an Administrator, in an amount not to exceed \$250.00 or the administrator's personal insurance deduction, whichever is less per year, for loss or damage or destruction while on duty in the schools to personal property, when the Administrator has not been negligent. Administrators who bring personal property into the school will be reimbursed for damages or loss only if permission is received in writing from the Superintendent to bring such property into the schools. Forms will be provided for permission to bring property into the schools. The amount of liability accepted by the schools will be indicated in writing. The Superintendent by his/her own discretion may extend this limit on a case-by-case basis.

## ARTICLE VI

### SCHOOL BUILDING STAFFING

Section 1. Elementary School Level. One full-time principal shall be appointed at each elementary school with enrollment of 300 students or more.

Section 2. Middle School Level. One full-time principal and three assistant principals shall be appointed at each middle school over 600 students.

Section 3. High School Level. One full-time principal and three assistant principals at each high school.

Section 4. Any reduction in the above levels of staffing must be preceded by dialogue with and input from the Saginaw Township Administrator Association President, principal of the building affected and the Superintendent in compliance with Article VII, Section 7.

## ARTICLE VII

### VACANCIES, PROMOTIONS, TRANSFERS, AND REDUCTIONS

Section 1. Notice of Vacancies. The Individual Administrative Contract of Employment language must be considered with the Collective Bargaining Agreement. The Board shall give the Association prompt written notice of any administrative vacancies within the bargaining unit as defined in Article I. Such notice shall also be given elsewhere and to others, but not before such notice is given to the Association.

Section 2. Posted Vacancies. The Board will consider qualified employees within the bargaining unit along with external candidates when filling a posted vacancy. The Board retains the right to select the candidate who is the most qualified for the position after considering the recommendations of the Administrator Selection Committee (Article VII, Section 9). All qualifications being equal, the internal candidate would be given preference for the position. The Board retains the right to appoint an interested, qualified employee within the bargaining unit first when filling vacancies without considering external candidates. Any internal applicant who is not selected for a position for which he/she has applied shall receive written notice of his/her non-selection.

Section 3. Request for Transfer. The Board recognizes that it is desirable in making assignments to consider the interests, certification, qualifications and aspiration of its Administrators. Requests by an administrator for transfer or promotion to a different position or building shall be made in writing, one copy of which shall be filed with the Superintendent, and one copy shall be filed with the Association when such vacancies are posted. The application shall set forth the reasons for transfer, the building or position sought, and the applicant's qualification.

Section 4. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent so determined, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position shall be considered vacant.

Section 5. Involuntary Transfer. An involuntary transfer shall be made in case of emergency or to prevent undue disruption of the instructional program. An emergency is defined as: an abrupt and/or unexpected vacancy. The Superintendent shall notify the affected Administrator of the reason for such transfer ten (10) working days prior to the transfer except in case of an emergency or undue disruption. Administrators being involuntarily transferred shall be afforded an opportunity to discuss such action informally with the Superintendent before the transfer is made. Upon the employee's request, written justification as to the involuntary transfer shall be provided by the Superintendent, along with notice of the transfer. When feasible, under this section, volunteers shall be transferred first.



Unless written agreement is received from the Association, involuntary transfer for reason other than those listed above shall be made by the Superintendent by April 15. Prior to an involuntary transfer based on performance deficiencies, effort will be made to provide the Administrator with coaching and training in an effort to make the transition a smooth move.

If the Administrator objects to such transfer, the dispute may be resolved through the grievance procedure as defined in Article X. Any grievance filed under this provision shall be filed in writing at Level Three (Superintendent of Schools) within ten (10) days after receipt of such transfer notice.

Section 6. Reduction Due to Layoffs. Reduction of staff due to layoff for any reason shall be based on the following considerations: total experience as an administrator, certification, district seniority, critical nature of present position, evaluation record, and professional versatility. Any reduction of staff will be discussed between the parties before the reduction is implemented. District seniority is defined as the length of continuous service to the district. The Board shall promptly supply the Association with all relevant information and/or financial data which the Board relied upon in concluding that a reduction of staff is necessary.

Section 7. All administrators who are reduced from the bargaining unit as a result of layoff shall have recall rights equivalent to their years as an administrator, but in no event shall this extend beyond three (3) years.

Section 8. Notice of Assignment. All administrators shall be notified by June 30th of their tentative administrative assignments for the coming year.

Section 9. Administrator Selection Committee. The Association shall be granted the opportunity to participate in an Administrator Selection Committee which shall serve as a screening committee, reviewing applications and interviewing candidates for administrative positions within the bargaining unit. The Committee may recommend candidates to the Superintendent for employment by the Board. The Board is not bound by the recommendations of the Association.

## ARTICLE VIII

### JOB DESCRIPTION

Section 1. There shall be established a Job Description Committee composed of the Director of Human Resources and/or one (1) other Central Office Administrator, the STAA President and one other STAA member. The Job Description Committee shall be a permanent committee with continuing responsibility for writing and review of job descriptions for all administrator positions within the bargaining group.

Section 2. This committee, when asked by the Superintendent or the Association, shall also be responsible for studying the necessity for the creation of any new positions relative to the improvement of the administrative functions of the school district or of individual buildings or staffs within the District. The Committee shall define the criteria for the establishment of those

positions and shall recommend to the Board their adoption. Board decisions in these matters shall be in consideration of, but not limited to the recommendation of the committee.

Section 3. In the event new administrative positions are to be proposed by the Board during the term of this contract, the Association shall be appraised, in writing, of the establishment of such position prior to the announcement of the existence of such position and the Board and Association shall negotiate salary, hours, and working conditions applicable to such position. Every effort will be made to complete these negotiations prior to the posting, interviewing and hiring for said position. In the event that negotiations over the new position are not concluded at the time of hire, the administration may set the initial wages, hours, terms and conditions of employment which shall remain subject to continued negotiations.

Section 4. All job descriptions in existence or as developed thorough the process outlined in this Article shall be kept on file and available in the Office of Human Resources.

Section 5. In the event that an Administrator feels that his or her job description has changed substantially, either by adding or changing responsibilities and duties, during the term of this agreement, the Administrator may request a review by the Job Description Committee. The Committee's review shall not be limited to a review of only the job description, but may include a review of salary. A recommendation of the committee supported by a majority of the Committee, shall be submitted to the Board for their consideration and ratification, provided the recommendation has been ratified by the membership of the Association.

## ARTICLE IX

### PROFESSIONAL GROWTH FUND

Section 1. A Professional Growth Fund for each administrator of Twenty-Four Hundred (\$2,400.00) Dollars annually will be implemented. The Professional Growth Fund is to be used for attendance at professional meetings related to the administrator's area of expertise, or professional responsibilities, materials, periodicals, certification, memberships in professional organizations, and professional improvement plans. The supervisor may direct an employee to use the funds to address a performance deficiency. It is further understood that monies from the Professional Growth Fund will be paid on a reimbursement basis and may also cover meetings. Expenditures of professional growth funds shall be approved by the member's supervisor.

Section 2. Advances. Administrators may apply for a conference request advance in conjunction with this article and standard business office procedures. Attempts will be made to address administrative advance requests. All special or unusual requests must be approved by the Director of Finance so as to maintain the accountability and integrity of the process. Requests for attendance at professional meetings will not be denied without just cause, which shall be provided to the Administrator requesting such approval. An administrator may request reimbursement in the prior year to be deducted from the current year's amount. These monies are not transferable from one administrator to another.

Section 3. Computer Purchase. Each administrator may spend up to one-half of his/her professional growth fund, including any carry over, on computer related technology, including a

personal computer/laptop and a PDA, to be used at both school and home. The computer technology shall become the personal property of the Administrator. The option to purchase a computer/laptop and a PDA can be used every three (3) years.

Section 4. Carry Over. It is the stated policy of this agreement that the individual administrators shall be encouraged to use their Professional Growth Fund each year. However, in the event that an administrator does not use all of his or her funds, he or she will be allowed to carry over all remaining funds granted in that year. Any unencumbered professional growth funds from the prior year will be credited to the administrator's professional growth fund account by July 31<sup>st</sup> and the administrator shall be notified of the amount carried over. Any unencumbered professional growth funds remaining in the account of a separating administrator shall be contributed to a pooled account for administrator use.

## ARTICLE X

### GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined to mean a complaint by an Administrator or a group of Administrators based on an alleged violation of this Agreement or a dispute involving the meaning, interpretation, or application thereof.

Section 2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the chairperson of the professional grievance committee shall permit the aggrieved party or parties to proceed to the next step.

Section 3. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. Both parties may mutually agree to extend the time limitation of any step in this procedure.

Section 4. A grievance that affects more than one Administrator not reporting to the same immediate supervisor may be submitted in writing to the Director of Human Resources.

Section 5. If any employee covered by this Agreement shall present any grievance, it shall be consistent with the provisions of this Agreement. The Association shall be permitted to be heard at each formal level of the procedure under which the grievance shall be considered.

Section 6. Level One. An informal settlement between the aggrieved Administrator and the Director of Human Resources shall be attempted.

Section 7. Level Two. If the grievance shall not have been disposed of at the informal level, the Administrator with the grievance, with or without the chairperson of the professional grievance committee or its designee, shall present the grievance to the Director of Human Resources within twenty (20) calendar days of the occurrence of the knowledge of the event upon which the grievance is based. The Director of Human Resources shall retain discretion to designate the person deemed to be the immediate supervisor of the grievant to represent the Board at this level.

Section 8. Level Three. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within five (5) school days after presentation of the grievance to the Director of Human Resources or designee described above, the grievance shall, within the next five (5) school days, be referred to the Superintendent of Schools.

The Superintendent, or a designee, shall represent the Board at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent, or a designee, shall meet with the aggrieved employee and the designated representatives of the Association in an effort to settle the grievance.

Section 9. Level Four. In the event that the grievance shall not have been disposed of at Level Three or in the event that no decision has been rendered within five (5) school days after the Level Three meeting, either party may request, in writing and within five (5) school days, the assistance of a State Mediator in an effort to amicably settle the matter. Under no circumstances shall the mediator make any formal recommendations.

Section 10. Level Five. If the grievance is not resolved within fifteen (15) days of the request of the State Mediator, the Association may request a hearing on the grievance at the next scheduled Board of Education meeting.

Section 11. Level Six. In the event that the grievance shall not have been satisfactorily disposed of at Level Five, within ten (10) days either party may refer the grievance to arbitration.

Binding Arbitration. In the event the grievance is referred to arbitration as set forth above, the Association and the Board's designated representative shall, within ten (10) days mutually agree to an independent third-party neutral. If the designees are unable to select an independent third-party neutral, the Arbitrator shall be selected through the American Arbitration Association (AAA) procedures by submission of a Demand for Arbitration with the AAA. Thereafter, the matter shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA. The Arbitrator shall determine the issue and the Arbitrator's decision shall be final and binding upon the parties. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the agreement, or to determine disputed facts upon which the application of the agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider it its function to rule upon any issue not submitted or to interpret or apply the agreement to change what can fairly said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, subtracts from or adds to, any of the terms or provisions of this agreement. The parties' past practices can be relevant evidence in interpreting or applying ambiguous terms of the agreement, but may not be used to justify or result in a modification (whether by addition or deduction) of the clear and unambiguous written terms of this agreement.

The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

## ARTICLE XI

### EVALUATION OF ADMINISTRATORS

Section 1. The Board recognizes that an Administrator's effectiveness is dependent on clear understanding between the Administrator and the supervisor regarding specific criteria by which the Administrator's effectiveness will be evaluated. The Board, therefore, assigns to the Superintendent, or a designated representative, the responsibility for evaluation of job performance of each Administrator as hereinafter described.

Section 2. The Superintendent or designated representative shall meet with each administrator prior to September 30th to review evaluation and expectations. There will be a minimum of one evaluation per year for each administrator unless it is mutually agreed upon by the Superintendent and administrator at the above mentioned meeting that the evaluation be bypassed for not more than one year. The evaluation will be completed on or before March 30th. All evaluations of each Administrator shall be discussed with the Administrator, and shall be reduced to writing. Each Administrator shall receive a copy of the evaluation. The original copy shall be signed by the Administrator and shall be placed in confidential files in the Board offices and will be handled in an ethical manner. Each Administrator shall have the opportunity to submit a written comment on the evaluation which shall be attached to said evaluation.

## ARTICLE XII

### ADMINISTRATIVE PERFORMANCE STANDARDS

Section 1. Probationary Status.

- a. Administrators on probation during their first year of employment as an Administrator may be released without recourse to the grievance procedure during the period of time they are considered on a probationary status.
- b. The determination to release such Administrators rests solely and exclusively with the employer.

Section 2. Discipline. No Administrator who has completed the probationary period shall be reprimanded, disciplined or discharged without just cause.

## ARTICLE XIII

### NEGOTIATION PROCEDURE

Section 1. The parties shall abide by the Public Employment Relations Act (Act 336 of the Public Acts of 1947). The Board of Education or representatives designated by the Board shall meet with the Administrative Association prior to May 1st of the year in which this contract will expire, for the purpose of initiating negotiations for administrative contracts.

## ARTICLE XIV

### COMPENSABLE SICK LEAVE

Section 1. Sick Leave. Each Administrator shall be granted twenty-four (24) sick leave days at the beginning of each fiscal year. The unused portion of such allowance shall accumulate from year to year for the duration of this contract to a maximum of 180 days. In the event that an Administrator's sick leave expires, additional sick leave may be granted by the Board.

Administrators who have accumulated days in excess of 180 as of June 30, 1990, shall not forfeit but shall be required to draw from their bank for purposes of sick leave until the bank is reduced to the 180-day maximum. Such administrator shall not receive additional days until an administrator's total accumulated days falls below the 180-day limit.

Section 2. Absences which may be charged to an Administrator's sick leave are as follows:

- a. Administrator's personal illness or emergency illness in the family.
  - 1) Personal illness
  - 2) Emergency illness in the immediate family (when no other arrangements can be made for necessary care.)  
The time allowable shall not exceed five (5) working days.
- b. Any Administrator having exceeded their accumulated sick leave days may request additional days. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two representatives of the Board of Education and two representatives appointed by the Executive Board of the Association. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by a majority decision of the Sick Leave Review Board.

## ARTICLE XV

### OTHER COMPENSABLE LEAVE

Section 1. Absence with Pay. Absence with pay not chargeable against the Administrator's sick leave may be granted for the following reasons:

- a. Personal. Administrators will be granted two (2) personal days per year. One (1) unused day may be carried over to the next school year. A maximum of three (3) days will be available in any school year. Such leaves shall be arranged in advance and provisions made for handling responsibilities in the Administrator's absence. Requests for days for personal leave prior to or immediately following any holiday or recess shall not be granted.

- b. Death in the Immediate Family, Relatives, or Close Friends:
  - 1) The immediate family includes spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any relatives or friends for whose funeral arrangements the Administrator is responsible.
  - 2) Attendance at funerals of close relatives (other than the immediate family as defined above), and friends. The time allowable shall not exceed one (1) working day.
  - 3) Additional days for the foregoing may be approved by the Superintendent.
- c. Emergency. Leaves for items of an emergency nature may be granted as a discretionary measure by the Superintendent, or a designated representative.
- d. Selective Service Physical. Time required by law to take selective service physical examination.
- e. Jury Duty. An Administrator called for jury duty shall continue on regular pay status less any amount paid the Administrator by the court for said jury duty excluding travel expenses.
- f. Subpoena. An Administrator in connection with assigned duties who is subpoenaed for an appearance in a court of law shall be granted leave time at regular pay, except in actions filed by the Association or by the Administrator.

Section 2. Sabbatical Leave. An Administrator may, on recommendation of the Superintendent and approval of the Board, be granted a sabbatical leave with compensation.

Procedure. An administrator's sabbatical leave shall be for a specified period of no less than (3) months and no more than twelve (12) months. Application for a sabbatical leave must be submitted in writing to the Administrator's supervisor no less than 180 calendar days before the anticipated starting date of such leave. Sabbatical leaves for Administrators may be compensated in accordance with the following schedule:

<u>Years of Service as an Administrator in District</u>	<u>% of Salary</u>
6	50%
7	66%
8	83%
9	100%

An Administrator granted a sabbatical leave with compensation shall not engage in remunerative work during the term of the leave without the written approval of the Superintendent.

An Administrator granted a sabbatical leave with compensation must sign an agreement to return to service in the District immediately on the termination of the leave, and do so in good faith for not less than two (2) years thereafter. Failure to comply must result in refund by the Administrator to the District of any and all compensation received from the Board during the leave period plus interest at the annual rate of five (5%) percent, payable within two (2) years of the termination date of the sabbatical leave.

Requirements and status while on sabbatical leave:

- a. Financial Policies.
  - 1) Payment of salary to an Administrator on sabbatical leave shall be made in accordance with provisions of the Board for payment of salary to other Administrators.
  - 2) On returning from sabbatical leave, the Administrator shall be entitled to the automatic salary schedule increments as though the Administrator had been in continuous service in the school system.
  - 3) Sick leave and business leave policies shall continue to apply to any Administrator on sabbatical leave.
  - 4) Fringe benefit provisions shall continue in full during the sabbatical leave.
- b. Reports Required. The Board shall require, and the Administrator shall promptly furnish, a written report containing sufficient information to enable the Board to determine that the leave is being utilized in the approved manner.

## ARTICLE XVI

### NON-COMPENSABLE LEAVE

Section 1. Family and Medical Leave Act. Eligible bargaining unit members shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.

Section 2. Leaves of Absence Generally. Administrators may submit a written request for leave of absence for consideration by the Superintendent and the Board. The request for leave of absence shall state the reason and the proposed beginning and ending date of the leave of absence. Whether a leave of absence will be granted shall be within the Board's sole decision and, generally, absent a clear showing of exigent circumstances, leave of absence will not be granted. No compensation or other employee benefits shall accrue to an administrator during any leave other than Family and Medical Leave Act leave. Employees returning from an approved leave of absence shall only be eligible for the next available position at the next salary step in the assigned position. Administrators who do not return to work at the conclusion of their leave of



absence, as stated in their written request, shall automatically be considered as a voluntary quit without any further rights under this Agreement.

Section 3. The Administrator on a non-compensable leave shall be provided the opportunity to continue his/her coverage in the insurance described in Article XVII at the Administrator's own expense, subject to the terms of the carrier. The carrier to be determined by the Board of Education.

Section 4. Military Service. An Administrator who is required to serve in either active or reserve training duty in the armed forces of the United States will be given a leave of absence subject to the conditions herein. Seniority will accumulate during the leave period. The Administrator will be offered reemployment in accordance with the foregoing section at the termination of such leave. Exceptions to this provision are Administrators whose military service because of default of a reserve obligation, in which case the Administrator will accumulate no seniority during this absence, and will be considered as a new applicant when application is made to return to service in the District following such leave.

## ARTICLE XVII

### SALARY PROVISIONS

Section 1. Placement on the salary schedule shall be determined by the Superintendent at the time of initial employment as an Administrator in the District. Prior experience credit may be allowed by the Board acting on the recommendation of the Superintendent. An Administrator may not be granted credit for experience in excess of their actual previous administrative experience.

Section 2. Placement on the salary schedule of an Administrator reassigned within the District shall be determined at the time of reassignment. Administrators who are reassigned for reasons other than performance, demotion, mutual agreement or as a result of downsizing shall retain their salary schedule status at the time of the reassignment. An administrator reassigned to a position paying a higher salary shall be placed on a salary schedule for the new position. Prior administrative experience credit may be allowed by the Board acting on the recommendation of the Superintendent on behalf of said Administrator pertaining to their placement on the scale.

Section 3. Credit for Additional Hours. Administrators who qualify under the terms of the salary schedule currently in force for advancement in salary for additional hours of college or university credits or by any additional degrees shall be paid on the new schedule at a pro-rated amount to be determined at the time the proper evidence of additional hours has been certified by the personnel department. Credit shall be given on the following scale:

MA+15	\$1,496
MA+30	\$3,161
MA+45	\$3,479
EDS	\$3,659
PhD	\$3,990

Section 4. In the event that an Administrator does not hold a Masters Degree, the Administrator will receive \$1,500.00 less salary than the salary scale indicates, and shall not advance beyond the second step of the scale until they receive said degree, unless said degree is not a bona fide requirement for the position.

Section 5. A person initially employed as an Administrator in this District after July 1 of any fiscal year shall be paid a salary for the first year based on the salary schedule for Administrators then in force and reduced in proportion to the number of work weeks remaining in that year.

Section 6. The salary scale on which the Administrator's salary is calculated shall be indicated on the face of the Individual Administrative Contract of Employment signed by the Administrator and the Superintendent representing the Board of Education.

Section 8. Salary Schedule (Appendix A)

2004-05	Base	\$66,294	(2.0% increase)
2005-06	Base	Wage re-opener	
2006-07	Base	Wage re-opener	
2007-08	Base	Wage re-opener	

A 6<sup>th</sup> step has been added to the salary schedule. Employees who were paid on step 5 of the salary schedule in the 2003-2004 school year will be paid on step 6, retroactive to July 1, 2004.

Annuity: An annuity of 6.5% of the base salary will be provided to all administrators. However, if the 6.5% is less than \$4,185.00, the administrator shall receive \$4,185.00 until such time as the 6.5% is greater than \$4,185.00. Any administrator hired after October 1, 2004, will receive 6.5% of the base salary as an annuity even if that amount is less than \$4,185.00.

Extra Days. The Superintendent may extend the administrator's contract by adding up to ten days in cases where the administrator has less than a 240 day contract. The said administrator shall be paid his/her daily rate for each day worked. Signed prior authorization must be in effect prior to the payment of these days. An administrator who works 240 days or more, with authorization approved in advance, considering workloads, may receive pay for vacation days in lieu of time off in the event the administrator would lose vacation days due to inability to schedule time off.

Daily Rate. The daily rate of an Administrator shall be the base pay, plus annuity divided by the number of days assigned by individual contract.

Section 9. Merit Pay.

1. Basic tenants:
  - a. Merit pay will be for one year only and will not be added to the base salary.
  - b. The Superintendent and a committee of STAA members will meet annually to resolve any problems encountered with the current Merit Pay guidelines.

- c. The Superintendent will meet with all administrators to discuss their goals in the fall and their completion of goals in the spring prior to receiving merit pay.
- d. The Superintendent will share the merit rating process and format with all administrators. The STAA leadership shall be notified of the individual amounts of merit pay granted each year, however, the notification shall not include information that identifies individual administrators.
- e. Merit pay is allocated to reflect a minimum pay pool of \$41,000 and amounts administrators receive are determined for accomplishment of individual goals.

Section 10. Longevity. After serving ten (10) complete years in an administrative position in the District, the Administrator shall be entitled to longevity pay of three (3%) percent. The Administrator shall receive similar longevity for each five (5) year period beyond ten (10) years, up to a maximum longevity pay of nine (9%) percent.

Any administrator who is receiving nine (9%) percent longevity in the 1996-97 contract year will be capped at twelve (12%) percent longevity. Any administrator who is receiving twelve (12%) percent longevity in the 1996-97 contract year will be capped at fifteen (15%) percent longevity.

Section 11. Fringe Benefits - Blue Cross/Blue Shield Community Blue PPO Plan. The Board agrees to provide Blue Cross Blue Shield of Michigan Comprehensive Hospital Certificate and Professional Services Group Certificate with Riders D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLE1, ML, FAERC, Plus-15, PPNV, AS1, DC, SD, Trust-15; Master Medical Certificate Option 1; Preferred RX Certificate \$10.00 generic / \$20.00 brand Co-pay with a 90-day MOPD; Medicare Complementary Exact Fill, Numerous Legal Clarifying riders.

NOTE: Some of the designated terms listed above may be changed by the carrier. The coverage will not change.

There will not be any duplication of District-provided benefits for health insurance (e.g. husband and wife both working for the District).

Abortion Rider: The employee paid portion of the premium rate participation includes the rider covering abortion benefits. When an employee attains the 100% paid level, the premium rate for the abortion rider shall be paid by the employee through payroll deduction. This section applies if required by law.

Section 12. Term Life Insurance. Administrators shall be provided a term life insurance policy in the amount of \$80,000.00 during the life of the contract. Such policy shall have conversion privileges subject to the terms of the carrier.

Section 13. Prescription Plan. Administrators shall receive a family prescription plan equivalent to current coverage with a \$10.00 generic / \$20.00 brand Co-pay with a 90-day MOPD effective with the implementation of the Community Blue health care plan on December 1, 2004.

Section 14. Dental Insurance. Administrators shall receive a dental plan that provides a minimum 80% coverage with \$1,300.00 orthodontic benefits, but in no case less than coverage provided to teachers in the District.

Section 15. Vision. Vision care shall be VSP2-Silver and shall be effective December 1, 2004.

Section 16. Long Term Disability. A plan for Long Term Disability (LTD) will be provided as follows: 66 2/3% of the administrator's total salary up to a maximum of \$8,000.00 per month following a waiting period of 180 calendar days.

Section 17. Travel Allowance.

1. Each building principal shall receive \$30.00 per month for ten (10) months and each assistant principal shall receive \$20.00 per month for ten (10) months.
2. Actual mileage shall be reimbursed at the IRS mileage allowance rate in effect at the time the mileage is submitted for reimbursement for any Administrator not assigned to a building who has District-wide responsibilities.
3. Administrators may submit for reimbursement of actual miles driven outside the District in the course of their work. The reimbursement rate shall be the IRS mileage allowance currently in effect at the time the mileage is submitted for reimbursement.

Section 18. Health Care Cost Containment. Effective December 1, 2004, administrators receiving the health care benefits shall pay the following monthly premium contributions:

Single	\$25.00
2-Person	\$45.00
Family	\$70.00

Any premium contribution will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.

Section 19. Right to Select Carriers. Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the district. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company. Unless specifically agreed otherwise, the carriers shall be the same carriers insuring teachers.

Section 20. Effect of Legislation. Should the district be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the district under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that this Agreement shall automatically re-open for purposes of re-negotiating provisions herein to avoid duplication.

## **ARTICLE XVIII**

### **NO STRIKE**

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

The Board agrees that it will not move to deny Administrators, either individually or collectively, any provision of this contract.

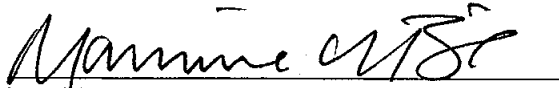
ARTICLE XIX

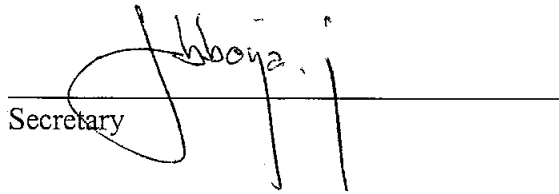
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in full force and effect until June 30, 2008. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

The parties further agree that 60 days prior to July 1, 2008, they will commence negotiations.

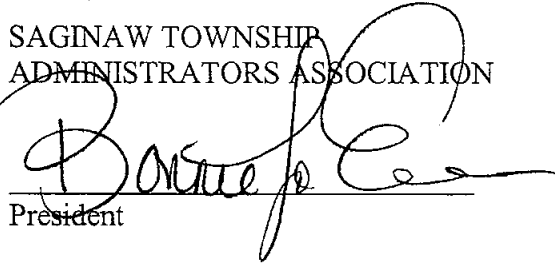
SAGINAW TOWNSHIP COMMUNITY  
SCHOOLS BOARD OF EDUCATION

  
President

  
Secretary

Date: 1/10/05

SAGINAW TOWNSHIP  
ADMINISTRATORS ASSOCIATION

  
President

\_\_\_\_\_  
Chief Negotiator

Date: 1/19/05

APPENDIX A

Administrator Salary Schedule - 2004-2005

POSITION/STEP	DAYS	1	2	3	4	5	6
High School Principal	240 days	\$79,553	\$82,204	\$84,856	\$87,508	\$90,160	\$92,811
Middle School Principal	230 days	\$74,249	\$76,569	\$78,890	\$81,210	\$83,530	\$85,851
Elementary Principal	220 days	\$70,934	\$72,592	\$74,249	\$75,906	\$77,564	\$79,221
Assistant Middle School Principal	215 days	\$67,686	\$69,324	\$70,934	\$72,592	\$74,183	\$75,774
Assistant High School Principal	225 days	\$70,934	\$72,724	\$74,514	\$76,304	\$78,094	\$79,884
Athletic Director	235 days	\$71,803	\$73,845	\$75,887	\$77,928	\$79,970	\$82,012
Director of Community Services	255 days*	\$68,223	\$69,423	\$70,623	\$71,823	\$73,023	\$74,223
Coordinator of Adult/Alternative Ed	220 days	\$61,567	\$62,794	\$64,053	\$65,333	\$66,639	\$67,945
Buildings & Grounds Supervisor	260 days*	\$58,663	\$61,395	\$64,126	\$66,851	\$69,582	\$72,313
Food Service Supervisor	250 days*	\$45,942	\$48,275	\$50,609	\$52,942	\$55,276	\$57,609
Business Services Manager	260 days*	\$41,725	\$43,926	\$46,127	\$48,328	\$50,529	\$52,730
IT Manager	260 days*	\$65,266	\$67,587	\$69,907	\$72,227	\$74,547	\$76,868
Network Administrator	260 days*	\$56,091	\$58,412	\$60,732	\$63,052	\$65,372	\$67,693
Technology Support Coordinator	260 days*	\$33,147	\$34,367	\$35,587	\$36,800	\$38,020	\$38,510
Custodial Coordinator	260 days*	\$37,509	\$39,577	\$41,646	\$43,714	\$45,783	\$47,851
Base Index	210 days	\$66,294	\$67,951	\$69,609	\$71,266	\$72,923	\$74,581

\* Indicates classification qualifies for vacation days

First year 12 days  
 Starting fifth year 15 days  
 Starting tenth year 20 days