

BUENA VISTA BOARD OF EDUCATION

AND

BUENA VISTA ADMINISTRATORS

ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

2001-2002

BUENA VISTA SCHOOLS
705 N. TOWERLINE ROAD
P.O. BOX 14829
SAGINAW, MI 48601-4829

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**BUENA VISTA BOARD OF EDUCATION
BUENA VISTA ADMINISTRATORS' ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, entered into the 1st day of [July, 2001](#) through [June 30, 2002](#), is by and between the Board of Education of the Buena Vista Public Schools, hereinafter called the BOARD, and the Buena Vista Administrators' Association, hereinafter called the ASSOCIATION.

**ARTICLE I
RECOGNITION**

Section 1. Recognition of the ASSOCIATION:

The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive bargaining representative to the extent provided in Act 336 of the Public Acts of 1947, as amended for the following employees:

Classification:

High School Principal	Director Special Education
Assistant H.S. Principal	Director of Buildings and Grounds
Vice H.S. Principal	Transportation Supervisor
Middle School Principal	Director of Pupil Personnel
Assistant M.S. Principal	Director of Funded Programs
Elementary School Principals	Technology Coordinator

It is expressly agreed that this recognition does not **extend** to the superintendent, assistant superintendent, **associate superintendent**, administrative assistant, **business manager and executive directors**.

The term "administrators" when used hereinafter in this agreement shall refer to all employees recognized in this paragraph and section and all similar employees not otherwise excluded herein, and such references shall include both male and female administrators.

Section 2. Exclusive Collective Bargaining AGREEMENT:

The BOARD agrees not to negotiate concerning wages, hours or terms or conditions of employment with any administrator individually that is inconsistent with this AGREEMENT or with any organization other than the ASSOCIATION for the duration of this AGREEMENT.

Section 3. Scope of the AGREEMENT:

This AGREEMENT constitutes the negotiated AGREEMENT of the BOARD and the ASSOCIATION and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects specifically covered in this AGREEMENT.

Section 4. Definitions:

In the application and interpretation of the provisions of this AGREEMENT, the following definitions shall apply:

- (A) BOARD shall mean the Board of Education of the Buena Vista School District
- (B) ASSOCIATION shall mean the Buena Vista Administrators Association
- (C) Administrator shall mean any member of the bargaining unit
- (D) Superintendent shall mean the Superintendent of Schools of the Buena Vista Public Schools or his designated agents
- (E) In the construction of the words used in this collective bargaining AGREEMENT, the use of the singular shall include the plural and the masculine shall include the feminine.

Section 5. Distribution of AGREEMENT:

The BOARD shall be responsible for the typing, printing and preparation of sufficient copies of this AGREEMENT for distribution by the ASSOCIATION to each member of the bargaining unit.

Section 6. Review Board:

The Superintendent or his representative and the ASSOCIATION shall meet at least once each month during the school year, upon the requests of either party, to discuss matters relating to this AGREEMENT or any other collective bargaining subject. The time and place of all such meetings shall be mutually agreed upon and those administrators attending shall be excused from any of their duties that may conflict with the holding of any such conference provided it does not interfere with the normal operation of the school.

Section 7. Nondiscrimination:

This AGREEMENT shall be applied equally in all cases with respect to wages, hours, terms and conditions of employment. It shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or handicap.

Section 8. Duties of Administrators:

It is agreed that the BOARD has the right to define the duties of administrators and assign their administrative responsibilities, subject to the provisions of this AGREEMENT.

Such administrative responsibilities and duties shall be performed under the general supervision of the superintendent and may include those dealing with the planning, management, operation, and evaluation of educational programs and services.

Section 9. Savings Clause:

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

Section 10. Individual Contract:

Any individual contract issued to an administrator shall be entitled "Administrator's Contract" and shall include at least the following:

- (A) A statement that the appointment is subject to and controlled by the provisions of this Agreement.
- (B) The job title,
- (C) Salary, method of payment, and position on the salary scale as well as a clear, detailed, explanation of all calculations used to establish the salary and the factors included therein,
- (D) Effective dates of the appointment,
- (E) A statement as to the applicability of the Michigan Tenure Act.
- (F) The superintendent shall return all completed individual contracts within thirty (30) days of the date that the agreements are approved and signed by the Board and the Superintendent.

**ARTICLE II
BOARD RIGHTS**

Subject to the provisions of this AGREEMENT, the BOARD, on its own behalf and on the behalf of the electors of the District reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the Buena Vista School system and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

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.

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 III ASSOCIATION RIGHTS

Section 1. Rights of Administrators in Association:

The BOARD hereby agrees that every administrator shall have the right freely to organize, join and support the ASSOCIATION for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising power under the law of the State of Michigan, the BOARD members and the Superintendent of Schools undertake and agree that they will not directly or indirectly deprive or coerce and administrator in the employment of any rights conferred by act or laws of Michigan, or the Constitution of Michigan, in the United States; that they will not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the ASSOCIATION, her/his participation in any activities of the ASSOCIATION or collective negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this AGREEMENT.

Section 2. Dues Deduction and Representation Fee:

- (A) The BOARD shall deduct ASSOCIATION dues or a representation fee from the paycheck of each administrator for whom the BOARD has on file a written authorization to do so, provided that the ASSOCIATION certifies to the BOARD the name of each administrator who has authorized payroll deduction.
- (B) Such deductions shall continue until the administrator, in writing, revokes his authorization or his services with the District are terminated, whichever occurs first.
- (C) Such deductions shall be made in equal monthly installments, at the last pay period of the month, beginning with September.
- (D) All deductions will be forwarded by the BOARD to the ASSOCIATION financial officer no later than seven (7) calendar days after such deductions are made.

Section 3. Agency Shop:

- (A) Within thirty (30) days after the commencement of employment or the commencement of the school year, whichever occurs later, each administrator, as a condition of employment shall:
 - (1) Tender the current membership dues to the ASSOCIATION, or (2) tender a representation fee to the ASSOCIATION in such an amount as the ASSOCIATION may prescribe (but in no event shall such amount exceed the current dues required by ASSOCIATION members).

- (2) This section shall only apply to administrators hired after the effective date of the AGREEMENT or those administrators who belong to the ASSOCIATION at the time this AGREEMENT become effective.
- (B) After the conclusion of the prescribed time period, the ASSOCIATION may certify to the BOARD the name of any administrator who has failed to exercise one of the options set forth in (A) above. Such certification shall include a statement of the ASSOCIATION'S good faith attempt to inform the administrator of the options available and of the administrator's refusal to exercise either of them.
- (C) After receiving the ASSOCIATION'S certification, the BOARD shall notify such administrator, in writing, that his employment with the school district will be terminated at the conclusion of the current school year if such administrator does not exercise one of the options set forth in (A) above within thirty (30) days after receiving notification of dismissal from the BOARD. It is understood that the ASSOCIATION'S certification to the BOARD must be received no later than ninety (90) days prior to the close of the current school year.
- (D) Any administrator dismissed under the provisions of this section, and who, at a later date is rehired shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the ASSOCIATION when such administrator left the District, provided that the ASSOCIATION certifies to the BOARD, not later than thirty (30) days after such administrator's dismissal takes effect, the total amount of unpaid dues or representation fees. Such certification shall include a statement of the ASSOCIATION'S good faith attempt to collect the amount outstanding and of the administrator's refusal to pay.
- (E) The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all claims, damages (including unemployment compensation), suits, or other forms of liability that arise out of or by reason of action taken or not taken by the BOARD for the purpose of complying with any of the provisions of this section.

This section shall take full force and effect on the effective date of this AGREEMENT. However, no administrator will be dismissed for failure to pay the Association any membership dues or representation fee which accrued prior to that date.

Section 4. Association Use of School Buildings:

The ASSOCIATION shall have the right to use school building facilities for its proper business activities, without charge, upon notification to the Superintendent's office.

**ARTICLE IV
EMPLOYMENT REQUIREMENTS**

Section 1. Probationary Period:

Newly hired administrators (from outside District) shall be required to serve a two-year

probationary period as an administrator. An individual promoted to an administrative position (within the School District) shall be required to serve a one-year probationary period as an administrator.

Section 2. Health Requirement:

Each administrator shall have a condition of physical and mental health sufficient to perform the duties of the position for which he or she is employed. The BOARD may require a health examination for any administrator at its expense within the limits of the law.

Section 3. Evaluation of Administrative Personnel:

- (A) The Superintendent and the ASSOCIATION shall jointly formulate a mutually acceptable performance appraisal form. These forms shall be reviewed at least twice a year with each administrator who then shall receive a copy of the valuation, from the Superintendent. (The performance areas of the form rest with the Superintendent provided these have a reasonable relationship to the administrator's duties.) The evaluation will be based upon the following:
- (1) Be performance based and results oriented.
 - (2) Be observable (in the sense that evidence can be obtained).
 - (3) All evaluation of the work performance of an administrator shall be conducted openly and with full knowledge of the administrator.
 - (4) It was mutually agreed that the present Evaluation Instrument needs to be revised. The parties agreed that they would establish a committee to revise the present Evaluation Document.
- (B) The evaluation and review shall adhere to the following in all cases:
- (1) The position (administrative title) shall be addressed in all documents rather than the person holding the position.
 - (2) It shall be based upon observable, obtainable, and objective evidence.
 - (3) No evaluation of the work performance of an administrator shall be conducted save openly and with full knowledge of the administrator.
 - (4) In any and all cases, reasons found by the Superintendent to support or justify satisfactory or unsatisfactory evaluation statements shall be included.
- (C) The Superintendent shall follow the procedures listed below in making the annual evaluation:
- (1) There shall be a least two (2) conferences with each administrator before the official report is submitted to the BOARD on or before June 30 of

each school year.

- (2) The administrator shall be offered assistance in those areas in which observable and evidenced inadequacies have been identified. Such assistance may include suggesting to the administrator that he/she participate in a prescribed program of improvement.
- (3) Whenever an evaluation of an administrator is based on information supplied by parents or students, such information and the name of the individual submitting such information will be made available to the administrator.
- (4) An administrator who does not agree with the evaluation may meet with the Superintendent and attempt to resolve that part of the evaluation that is disputed.
- (5) A statement prepared by the administrator may be submitted to the Superintendent to be attached to the final evaluation.
- (6) The administrator shall be given a copy of the final evaluation before it is present to the BOARD and it shall be signed by the administrator to indicate that it has been read. Such signature shall not be construed as constituting either acceptance or rejection of the evaluation.

Section 4. Retirement:

Retirement fund payments for administrators shall be paid by the Board.

Retirement/Early Exit Incentive

- a. Retirement incentive would be open to any administrator within the bargaining unit who meets both qualifications of having been employed by the Buena Vista School District as an administrator prior to September 1, 1995 *and* having total employment with the Buena Vista School District beginning no later than October 1, 1974.
- b. As an incentive, employees will receive an amount equivalent to their 2001-2002 salary, with no reduction, including an applicable increase (3%) and applicable longevity.
- c. The incentive would be paid out over a three-year period of time. The specific payment plan would be worked out between Management, the Union, and employees.
- d. The incentive plan would be subject to finalizing language, assuring compliance with the Age Discrimination in Employment Act and Older Workers' Benefit Protection Act. The final language and documents will include a full release of the school district from any liability.

Section 5. Experience Coming into the District:

Administrators coming into the District will be given credit for teaching or administrative experience at the discretion of the Superintendent of Schools.

**ARTICLE V
ADMINISTRATOR RIGHTS AND RESPONSIBILITIES**

Section 1. Reprimands:

- (A) Administrators shall not be reprimanded without just cause, and any administrator who feels this section has been violated may file a grievance under the terms of the grievance procedure, and process such grievance in accordance with that article.
- (B) The BOARD agrees to continue its present policy of issuing reprimands in private, except in unusual circumstances.

Section 2. Open Personnel File:

Upon request, administrators shall be allowed to review their personnel file. The administrator's right to review their personnel files shall be as allowed in the Bullard-Plawecki Employee Right to Know Act. Such review shall take place at a day and time mutually agreed upon.

Copies of all evaluations, critiques, and efficiency reports and all documents which may be used or affect an administrators qualifications for employment, promotion, transfer, additional compensation or disciplinary action, shall be given to the administrator prior to being placed in the file. Administrators shall have the right to submit a rebuttal to be placed in the file as allowed pursuant to the provisions of the Bullard-Plawecki Employee Right to Know Act within 10 days.

Section 3. Staff Assignments:

Each building principal shall normally have a right to make a recommendation regarding each staff member's assignment within his building subject to the approval of the Superintendent.

Section 4. Parent Complaints:

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the BOARD agrees that in the case of a complaint on the part of a citizen regarding an administrator or a program, or an employee he or she supervises, then such citizen shall be advised and encouraged to first discuss the matter fully, either by phone or in person, with the administrator involved before any administrator not within the unit or the BOARD of Education takes action on the matter. Furthermore, if the Superintendent or his or her designee intends to pursue the matter, the administrator involved will be notified regarding receipt of the complaint.

Section 5. Encouragement and Support of Administrators:

The BOARD hereby agrees to render to its administrators all encouragement and appropriate support when they are acting within the scope of their employment. The BOARD agrees to continue its liability insurance coverage of administrators, and make the full resources of such policy available to any administrator if the need ever arises. However, it is understood that because the BOARD'S insurance carrier defends an administrator, the BOARD is not precluded from taking disciplinary action against such administrator in accordance with the appropriate provision of this AGREEMENT.

Section 6.

No administrator who has completed his or her initial two (2) year probationary period shall be suspended without pay or discharged except for just cause and unless she/he:

- (1) Has received, in writing, the specific reasons for such action.
- (2) Has been accorded a closed hearing within sixty (60) days from receipt of the charges, at his/her request, before the Board of Education. The administrator shall have right to counsel and to ASSOCIATION representation at such hearing. An observer designated by the ASSOCIATION is to be included in any such hearing.

Hearing Procedure: The chairperson of the BOARD or his/her designee will address a written communication to the administrator informing him/her that, if he/she so requests, a closed hearing to determine if he/she should be suspended without pay or discharged on the grounds stated will be conducted by the BOARD at a specified time and place. In setting the date of the hearing, sufficient time (minimum of 30 days) must be allowed for the preparation of the defense. The administrator will be informed, in detail or by reference to published regulations, of the procedural rights he/she is to be accorded. The administrator should state in reply whether he/she wishes a hearing and, if so, should answer in writing, not less than five days before the date set for the hearing, the grounds in the chairperson's communication.

The Administrator will have the aid of the BOARD, if needed, in securing the attendance of necessary witnesses within its control who may be questioned by the parties to the hearing. ~~The Administrator shall have the opportunity to be confronted by all adverse witnesses.~~ The administrator shall have the opportunity to question all adverse witnesses.

The BOARD shall render a final decision within thirty (30) days of the conclusion of the hearing. The BOARD shall make explicit findings with respect to each of the grounds for discharge or suspension and write a reasoned opinion thereupon.

- (3) If the ASSOCIATION does not agree with the BOARD's decision, it may proceed immediately to arbitration. [Article VIII - Grievance Procedure, Section

(8) (f)]

The Administrator will continue his/her duties or be suspended with or without pay, at the discretion of the BOARD until such time as a final decision on discharge or suspension without pay is rendered.

Section 7. Transfer:

- (A) Definition: Transfer shall mean the movement from one position to another which has essentially the same job description, movement to a position for which the Administrator meets the qualifications, or the movement to a position in which an Administrator has had previous experience as a full-time, permanent appointee.

- (1) An Administrator who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside the unit are considered for that position,
 - (a) it is understood that an administrator may not request a transfer during his probationary period [outside District, two (2) years; within the District, one (1) year], except when approval is obtained from the Superintendent.

- (2) When an opening occurs, it shall be announced in writing to all administrators and a period of at least one (1) week shall be established for submitting transfer requests to the Superintendent for the open position or any other opening that may occur as a direct result of approving a transfer to the open position.

- (3) When an opening does occur, those administrators who have a transfer request on file and are eligible for such a transfer shall be interviewed.

- (4) Each administrator requesting a transfer shall be informed, in writing, of the approval or denial of his/her transfer request, with a reasonable time, after the [interview](#) with the Superintendent.

- (5) In the event of an involuntary transfer to another building, the administrator has the right to appeal to the Superintendent or his representative. The salary of the administrator being involuntarily transferred will be the higher of the position transferred from, or transferred to, for the first year of the assignment. The administrators salary after the first year shall be the salary specified in the salary schedule of this agreement.

- (6) Any administrator transferred from one position to another position, even though the salary for the position may vary, will be placed at the same step that he had before the District transfer.

Section 8. Layoff and Recall:

- (A) If there is reason established by official action for reduction in the number of

administrators, such reduction in force shall be in reverse order of seniority by job classification.

- (B) Teaching experience shall not be a factor in determining years of seniority in the administrative unit.
- (C) It is understood that, in the event a position is abolished and that administrator is not the one to be relieved of his duties, the Superintendent may assign him to a vacant administrative position or teaching position for which he is certified and qualified, which is available and there is no other employee of the District with a superior claim.
- (D) It is expressly understood that the ASSOCIATION shall have the right to review the layoff list prior to notification of individual administrators to be laid off. In the event of a dispute concerning the layoff list, the ASSOCIATION shall have the right to meet with representatives of the BOARD concerning the layoff list.
- (E) RECALL: Administrators shall be recalled in inverse order of layoff for any position opening for which they are qualified and have previously occupied in accordance with the above procedure. The recall list shall be maintained by the BOARD for a period not to exceed three (3) years. Thereafter an administrator on layoff shall lose his right to recall.
 - (1) Any administrator relieved of his/her duties because of a reduction of staff shall be appointed to the next administrative opening which is not a promotion, and which the administrator previously held at Buena Vista and is presently certified and qualified. The right to recall to an administrative position shall exist for three (3) years after such a reduction.
 - (2) It is understood that in the event that a position is abolished and that administrator is not the one to be relieved of his duties, the Superintendent may reassign him to a vacant administrative position for which he is certified and qualified.

Section 9. Personal Property:

An administrator shall be compensated the fair market value for personal property damaged up to \$206 (2001-2002); \$212 (2002-2003); \$218 (2003-2004); \$224 (2004-2005); \$230 (2005-2006) if, in the performance of his/her duties, the administrator without negligence on his/her part shall suffer damage to his/her clothing or personal property, but not including damage to their automobile or loss of money.

**ARTICLE VI
INSTRUCTION PROGRAM MATTERS**

Section 1. Summer School:

In the event the BOARD elects to have a summer school program, the Superintendent shall make the selection of administrators, but preference shall be given to those local administrators with summer school administrative experience if he/she applies.

Section 2. Curriculum Revision:

It is agreed that it is the legal responsibility of the BOARD to determine the curriculum and programs to be implemented within the school district. It is recognized that the training, expertise, and experience of professional school administrators makes them an invaluable resource which can be utilized by the BOARD as to curriculum and program development. Therefore, it is understood that appropriate administrators will be involved in program development.

**ARTICLE VII
PROFESSIONAL IMPROVEMENT**

Section 1. Sabbatical Leave:

- (A) Sabbatical Leave: The BOARD agrees that sabbatical leaves may be considered for administrators in accord with this AGREEMENT and with Michigan Public School Laws. It is understood that sabbatical leave may be granted for up to one (1) year for purposes that clearly promise reciprocal advantage to the District by enhancing professional competence through educational travel, study, research, writing, or cognate pursuits. Compensation to administrators granted sabbatical leave shall be agreed to between the administrator and the BOARD based on the principle that the amount paid shall be the greater of the administrator's salary for that year minus the salary paid to substitute personnel providing the services ordinarily performed by the administrator granted sabbatical leave or one-half the administrator's salary.
- (B) At least five (5), but not more than eight (8) years shall elapse between grants of sabbatical leave unless the administrator chooses not to apply [for the sabbatical leave](#) or his application clearly does not meet the criterion of reciprocal advantage outlined in the previous subsection.
- (C) Within a reasonable time following completion of his sabbatical the administrator shall file a written report with the Superintendent. The report shall identify any educational institutions attended, courses completed, credits or certificates received, experience gained and travel itinerary undertaken, together with an appraisal of the professional value of the activities so identified. An administrator will complete the requirements of the leave when the report has been transmitted to the Superintendent.
- (D) All fringe benefits shall be continued during the period of sabbatical leave.
- (E) No sabbatical leaves shall be granted for the purpose of, or resulting in, the taking of employment for pecuniary advantage elsewhere.
- (F) Upon return to active administrative assignment, the administrator who has been

on sabbatical leave or leave of absence shall be placed upon the salary schedule at that position which would have been occupied had service been continuous. Time on sabbatical leave or leave of absence shall be considered as continuous service for all matters in which it is a factor in the District.

Section 2. Leave of Absence for Professional Improvement:

- (A) An administrator may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purpose of:
 - (1) Graduate study
 - (2) Independent research in education for educationally related field under the supervision of the Superintendent of an accredited college or university.
 - (3) Educational travel (itinerary must accompany application). Additional years may be requested and granted subject to BOARD'S approval.
- (B) If substantial changes in the planned program of the leave, as outlined in the approved application are to be made, the administrator shall immediately request approval from the Superintendent.
- (C) Upon the administrator's immediate return to the School District, he shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credit received, experience gained, itinerary of travel, together with the administrator's appraisal of the professional value of the activities while on leave. An administrator will not be considered as having completed the requirements of the leave until his final report has been approved by the Superintendent.

Section 3. Privilege of Administrators to Continue Benefits:

- (A) For those unpaid leaves which do not provide for the continuation of benefits during the leave, the BOARD shall make provision for the administrator to continue any, or all such benefits at his own expense, if available under insurance regulations.
- (B) Subject to conditions established by the insurance carrier, administrators may upon retirement continue to participate in group medical, dental, and vision plans by paying the appropriate premiums.

Section 4. Conferences:

When an administrator attends a conference authorized and approved by the Superintendent, expenses will be paid by the school district as approved.

Section 5. Retreat:

The Buena Vista Administrators believe that a retreat should be held each year with the Central Office Administrators for the purpose of setting goals and building a more cohesiveness administrative team for the Buena Vista School District.

Section 6. Professional Dues:

The Board will pay professional dues for each administrator up to \$575.00 annually to belong to their State or National Professional Organization.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

(A) Definition

- (1) A grievance shall mean a complaint by an administrator in the bargaining unit that there has been, as to him/her, a violation, misinterpretation or inequitable application of a specific provision of this AGREEMENT, except that the term "grievance" shall not apply to any matter covered by the Michigan Tenure Act.
- (2) As used in this Article, the term "administrator" may mean a group of administrators having the same grievance.
- (3) The ASSOCIATION shall have the right to file a policy grievance when it appears that the contract has been violated in such a manner that no specific liability rests or will be properly paid to an individual administrator.

(B) Procedure

- (1) The administrator who feels that he has a grievance should first take the matter up verbally with the immediate supervisor (within ten (10) working days following the act or condition which is the basis of his grievance), who will attempt to resolve it with him.
- (2) If this fails to resolve the grievance, the administrator shall reduce the grievance to writing, specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks.
- (3) The immediate supervisor shall, within ten (10) working days arrange a conference with the view of satisfactorily resolving the grievance. At the conference, the administrator(s) may appear personally or he may be represented by an ASSOCIATION representative or both. Such conference shall be scheduled for a reasonable time when there is no disruption of the normal duties of the administrator.
- (4) The immediate supervisor shall answer the grievance in writing within five (5) working days of the conference. The time limit may be extended by mutual agreement. Failure to answer in writing within the time limit shall automatically move the grievance to the next step.

- (5) If the grievant and/or the ASSOCIATION find the immediate supervisor's written answer to be unsatisfactory, an appeal may be filed. If an appeal to the Superintendent is not filed within ten (10) working days from receipt of the written answer, the immediate supervisor's decision shall be final.
- (6) Within ten (10) working days of receipt of the appeal, the Superintendent shall arrange a conference to satisfactorily resolve the grievance. Such conference shall be scheduled for a reasonable time when there is no disruption of the normal duties of the administrator(s).
- (7) The Superintendent shall answer the grievance in writing within five (5) working days of the date of the conference. The time limit may be extended by mutual agreement. Failure to answer in writing within the agreed time limit will automatically move the grievance to the next step.
- (8) If the grievant and or the ASSOCIATION find the Superintendent's answer to be unsatisfactory, an appeal may be filed with the Michigan Employment Relations Commission (MERC) by sending MERC a request for grievance mediation with a simultaneous copy to the Superintendent. If an appeal to mediation is not filed within ten (10) days, the decision of the Superintendent shall be considered final.
- (9) The parties shall cooperate with the mediator to schedule a meeting to discuss the grievance at the earliest opportunity. The mediator shall provide the parties with appropriate assistance in attempts to resolve the matter. The mediator shall only make recommendations.
- (10) If the matter is not resolved in mediation, the Grievant may request that the Association consider taking the grievance to arbitration. If the grievance is to be taken to arbitration, the following rules shall be observed:
 - (a) The ASSOCIATION shall file with the BOARD and with the American Arbitration Association a demand for Arbitration within fifteen (15) working days after mediation.
 - (b) The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
 - (c) The Arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings are concluded or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
 - (d) The award of the arbitrator shall be accepted as final and binding on the ASSOCIATION, its members, the administrator

or administrators involved, and the BOARD. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the

Arbitrator's authority as described below, or if no fraud, collusion or duress is present.

The ASSOCIATION shall not then, by any other means, attempt to bring about a different resolution of the grievance.

- (e) The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the ASSOCIATION. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules and the American Arbitration Association.
- (f) It is understood that in all disciplinary cases heard by the Board of Education, the Arbitrator shall act as an appellate proceeding. The Arbitrator is empowered to review all transcripts, documents, exhibits, and briefs filed by the parties and sustain such decision of the BOARD if the preponderance of evidence sustains the decision rendered by the Board of Education.
- (g) It shall be the function of the Arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the terms of the AGREEMENT.
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this AGREEMENT. His powers shall be limited to deciding whether the BOARD has violated, misinterpreted, or misapplied any of the terms of this AGREEMENT. It is understood that any matter that is not specifically set forth in this AGREEMENT shall not be subject to arbitration.
 - (2) He shall have no power to decide any question which, under this AGREEMENT, is within the authority of the BOARD to decide.
- (h) The BOARD shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed.
 - (1) No decision in any one (1) case shall require retroactive adjustment in compensation in any other case.

- (i) Neither party shall be permitted to assert in the arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall not have power to alter, add to or subtract from, the terms of the AGREEMENT. Both parties agree to be bound by the award of the Arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- (j) The grievant(s) and the ASSOCIATION shall be furnish with any information required to process any grievance or complaint, subject to the protection of personal privacy as may be set forth elsewhere in the AGREEMENT.

**ARTICLE IX
SICK LEAVE**

- (A) Administrators shall accrue sick leave time at the rate of one (1) day per month for each month actually worked for all year's work in the service and they may accumulate these days up to a maximum of seventy-five (75) days.
- (B) There will be a carry-over of accumulated total days for sick leave of sixty (60) days, to which the number of days allowed for the current year will be added. (Effective 1983-84 this shall be increased to seventy-five (75)).
- (C) For administrators new to our district, valid sick leave accrual shall begin on the day following their contractual starting date.
- (D) An administrator with accumulated sick leave shall be entitled to have all his accrued sick leave available beginning the day an employee is due to report to work (effective starting date of contract), but payment could be withheld until such a time as he presents his claim with supporting evidence of sickness.
- (E) In addition to the sick leave described above in Sections A and B, each administrator shall receive sick pay of 66-2/3% of his regular salary for an additional sixty (60) days after his regular sick leave has been used as follows:
 - 1. Administrators with sixty (60) days accumulated sick leave shall shift immediately to the additional sixty (60) days (66-2/3% of pay) upon use of their accumulated sixty (60) days.
 - 2. Administrators with less than sixty (60) days accumulated sick leave shall shift to the additional sixty (60) days (66-2/3% of pay) sixty days after the onset of their absence caused by illness.
 - 3. Sick leave pay is paid only for duty days and does not cover summers or any non-duty says such as vacations, holidays, etc. Administrators with more than 60 days accumulated sick days will be given sick days in excess of 60 days available to them upon return from Section G sick leave or LTD.

4. Administrators on sick leave at the close of school in June (or advent of holidays or non-duty days) shall be returned to sick leave after the holidays, non-duty days, or summer provided they have not resigned, retired, or otherwise terminated their services to the School District.

Accumulated Sick Leave Days	Waiting Period (duty days) before additional 60 days sick leave starts
60	None
50	10
40	20
30	30
20	40
10	50

5. The waiting period (duty days) before the additional sixty (60) days leave starts following use of regular sick leave days shall be sixty (60) days less the regular sick leave days accumulated.

(F) Emergency leave will be granted in case of death in the immediate family up to three (3) days time. Two (2) additional days will be granted if necessary but will be deducted from sick leave. The immediate family is to wife, husband, children, **mother or father of self or spouse**, grandmother, grandfather, grandchildren, brother or sister of self or spouse. Further extensions deducted from sick leave must be approved by the Administration.

(G) Emergency leave in all other circumstances will be subject to the approval of the Administration and will be a deduction against sick leave.

(a) Administrators shall be allowed **five (5)** days to be deducted from the above sick leave in any school year for personal business without loss of pay provided that such day is needed to handle such personal business that cannot reasonably be taken care of outside their regular working hours and further provide that a suitable replacement can be obtained by the Administration. Application shall be made three (3) days in advance to the Superintendent except in cases of emergency.

(b) In case of school cancellation due to an act of God, any pending approved personal business day shall be automatically cancelled (and not deducted from the year's total allotment) upon request of the administrator if said day was requested for travel outside Saginaw County. The travel must be indicated on the written request originally submitted. (This shall not apply if a substitute has agreed to report on the personal business day).

Any pending personal use days shall be automatically cancelled (and not deducted from the year's total allotment) if there is no cost to the district for a substitute.

**ARTICLE X
VACATIONS**

This section applies to Director of Building and Grounds and the Transportation Supervisor only. Administrators who are employed under a 260 day annual contract shall be granted twenty (20) days of paid vacation time during the fiscal year. This time shall be scheduled with the approval of the Superintendent and administrators shall not be allowed to carry over any vacation time from one year to the next beyond the end of the school's fiscal year, June 30, **except as provided below**. If at any time the vacation has not been used the Board will reimburse the administrator up to ten (10) days of unused vacation time and the administrator shall lose all remaining time as of June 30, **unless the administrator has been unable to use his/her vacation time through no fault of his/her own. In the event the administrator has been unable to use vacation time through no fault of his or her own, the remaining days (days not paid as provided above), shall be carried over to be used by Decemer 31. If not used by December 31, the days shall be lost regardless of the reason.** Additional time may be carried over with Board approval. Vacations will be paid to those administrators who are under an active contract for the current year in which the vacation applies.

**ARTICLE XI
LONGEVITY**

Administrators hired after June 30, 1988 shall receive a longevity payment based on the number of years the administrator has worked at the Buena Vista School District. All time working for the Buena Vista School District shall be counted and experience granted, regardless of the classification or bargaining unit in which the administrator performs services for the district. The administrators shall receive a percentage increase in accordance with the following table:

LONGEVITY SCHEDULE		
YEARS EXPERIENCE	YEARS WORKED	PERCENTAGE
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	.006
14	15	.012
15	16	.018
16	17	.024
17	18	.030

18	19	.030
19	20	.030
20	21	.030
YEARS EXPERIENCE	YEARS WORKED	PERCENTAGE
21	22	.030
22	23	.060
23	24	.060
24	25	.060
25	26	.060
26	27	.060
27	28	.090

All administrators in service prior to June 30, 1988 shall have their longevity status grandfathered. This article shall only apply to administrators who are members of the Administrators Bargaining Unit on June 30, 1996. Effective July 1, 1996 it does not apply to administrators who are eligible for or who start working in the Administrators Bargaining Unit on or after July 1, 1996.

ARTICLE XII
2001-02 Administrative Salary Schedule 3% Increase

	1	2	3	4	5	6
High School Principal 242 Days	82,196	83,301	84,404	85,504	86,611	87,714
High School Vice Principal 232 Days	70,484	71,609	72,741	73,869	74,993	76,125
High School Asst. Principal 232 Days	70,484	71,609	72,741	73,869	74,993	76,125
Middle School Principal 232 Days	79,791	80,916	82,044	83,170	84,300	85,432
Middle School Asst. Principal 222 Days	68,927	70,051	71,186	72,309	73,441	74,574
Elementary School Principal 222 Days	68,927	70,051	71,186	72,309	73,441	74,574
Special Education Director MA 232 Days	67,330	68,435	69,537	70,639	71,743	72,848
Pupil Personnel Director MA 237 Days	68,735 63,196	69,858 64,236	70,987 65,270	72,111 66,305	73,239 67,644	74,368 68,380
Funded Programs Director MA 237 Days	68,735 63,196	69,858 64,236	70,987 65,270	72,111 66,305	73,239 67,344	74,368 68,380
Building & Grounds Director 260 Days	51,555	54,991	58,428	61,868	65,301	70,318
Transportation Supervisor 260 Days	36,286	37,390	38,738	39,738	40,967	42,234
Director of Business/Personnel	70,000	75,000	80,000	85,000		

\$750 will be paid for Education Specialist or Ph.D. Degree.

**ARTICLE XIII
INSURANCE**

A. The parties agree that as soon as practical after ratification of this Agreement, the employer will provide the following:

- (1) Blue Cross-Blue Shield Program: Riders CC-CLC (Convalescent expense benefits); D45NM (comprehensive hospital care with MVF-1 medical-surgical care; a XF & EF (Medicare complementary coverage); ML (member's liability rider; SD/DC (dependent eligibility); COB-3 (coordination of benefits); AS-I (ambulance service); RPS (laboratory and x-ray expense benefits); VST (voluntary sterilization benefits); FAE-RC (accidental injury and medical emergency benefits); PPNV (pre and post natal care); Master Medical Supplemental Benefit Certificate, Option IV (catastrophic master medical) deductibles of \$100/\$200 and 80%/20% co-pay after; A-80 (vision care program); prescription drug benefits \$7.00 generic/\$14.00 brand name (Mail order – 90 day supply for single co-pay). This program may be implemented under the conventionally insured Blue Cross/Blue Shield plan described above or under alternatively funded administrative services-only contract with Blue Cross/Blue Shield for all employees in this unit. The Board will pay the entire cost for twelve (12) months, provided the administrator completes the contract year.

The Board shall provide an optional Preferred Provider Plan. Those administrators electing to use such a plan shall also receive the following:

Option IV (catastrophic master medical) deductible of \$100/200 and 90%/10% co-pay after; prescription drug benefits \$5.00 generic/\$10.00 brand name (Mail order – 90 day supply for single co-pay); PSA Test.

- (2) The parties have agreed that the administrators who elect to take the Super Med II Plan rather than the present Blue Cross-Blue Shield Program offered at the School District will be allowed to take the Super Med II Plan provided that it shall not cost the Board of Education any monies in excess of what the Board would pay for that administrator if that administrator elected to take the conventionally insured plan mentioned above. It is further understood that the Board's contribution shall not include any money toward the cost of any supplemental program under the Super Med II that does not relate to health and insurance care, such as Life Insurance, etc. It further is understood that in the event the cost for the Super Med II is less than the Board would pay for Blue Cross-Blue Shield Program, there will be no refund of the differences in the cost to the individual administrator.
- (3) This program may be implemented under the conventionally insured Blue Cross/Blue Shield plan described above or under an alternatively funded administrative services-only contract with Blue Cross/Blue Shield for all employees in this unit. The Board will pay the entire cost for twelve (12) months, provided the administrator completes the contract year.

B. The Board will provide a Term Life Insurance AD&D for all administrators

subject to the terms of the carrier. The Board agrees that this Term Life Insurance shall be in an amount equivalent to the administrative's annual salary. New administrators shall have coverage no later than the 31st day following the actual date they commence employment at the District.

- C. The Employer will provide Delta Dental Plan with Class I and Class II benefits, which will provide a repayment in the amount of 80%. The Board will further provide Orthodontic Class III benefits subject to the terms and conditions of the carrier, but allows a rebate of 70%. This program may be implemented under the conventionally insured Delta Plan described above or under an alternatively funded administrative services-only contract with Delta Dental for all employees in this unit.
- D. The Board agrees, commencing with the 1979-80 School Year, an LTD Insurance Program will be provided subject to the terms and conditions of the carrier, which will provide for a salary continuation of those Administrators who have been disabled in excess of 121 days to receive approximately 2/3 of their regular salary.
- E. The Board will provide a vision care program according to the specifications of the Blue Cross/Blue Shield A-80 Program. The vision care program may be provided under a conventionally insured plan, or by an alternatively funded plan at the Board's discretion. The program will provide \$5.00 deductible for examination and \$7.50 deductible for frames and lenses.
- F. The Parties agree that any savings achieved by the Administrative Services Contract only insurance program up to a maximum of one-half per cent shall be equally distributed between all employees participating in the health insurance program.

The difference between the actual administrative cost and the illustrative conventional Blue Cross/Blue Shield rate shall be paid in a separate check to all employees once a year in December or January. One-half per cent based against the prior years total actual administrative salary paid in which the savings occurred.

Payment to be made equally to all eligible employees participating in the health insurance (ASC) program only. Illustrative conventional Blue Cross/Blue Shield rate effective July 1 set by Blue Cross/Blue Shield.

- G. Any Administrator who performs duties for the entire year in accordance with the provisions of this AGREEMENT shall be entitled to fringe benefits for the entire year and the salary base used to compute such benefits shall not be reduced or altered save as specifically authorized herein.
- H. The district shall obtain a short term disability policy for those Administrators who agree to pay the full cost of such insurance. This policy shall be subject to the terms and conditions of the carrier.

**ARTICLE XIV
ADMINISTRATORS' WORK YEAR**

During each year of this agreement the administrator shall work the number of days designated for his/her classification under a 12 month work schedule commencing July 1 and extending through June 30. The number of contract days shall include all holiday periods under Article XV. Unpaid days may be taken at a time when it will not disrupt the program for which the administrator is responsible. (Determinations will be made by the Superintendent of Schools or designee)

**ARTICLE XV
HOLIDAYS**

Administrators shall not be required to work the following holidays:

Fourth of July	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Easter Monday
Christmas Eve and Christmas Day	Memorial Day

Work schedules during holiday periods may be adjusted with the approval of the superintendent.

**ARTICLE XVI
MILEAGE**

Building administrators who, as a part of their regular administrative assignment, use their personal vehicles will receive \$200.00 for local mileage per semester upon submission of a request for payment. Out-of-District mileage will be paid each marking period. The rate for mileage will be established by the Board of Education, giving consideration to the rate approved by the IRS.

**ARTICLE XVII
JURY DUTY**

Section 1. Jury Duty:

An Administrator required to perform jury duty will continue to be paid his/her usual salary, less jury pay received, during the period of such jury duty.

**ARTICLE XVIII
WAIVER CLAUSE**

The parties agree that all negotiable items have been discussed during the negotiations leading to this AGREEMENT, and therefore agree that negotiations will not be reopened on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this AGREEMENT.

**ARTICLE XVIII
SAVINGS CLAUSE**

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

**ARTICLE XX
DURATION OF THE AGREEMENT AND SEVERABILITY**

Section 1. Duration of the Agreement:

- (A) This AGREEMENT shall be effective as of July 1, 2001, for a term of the one (1) year. The parties further agree that the Association shall have the right to negotiate for increases in the Salary.
- (B) Schedule of Article XII, 2001-2002. The parties further agree that the Board may not reduce any amount in the 2001-02 schedules without an agreement of the Association. The parties agree to begin negotiations for Article XII not less than sixty (60) days prior to July 1 of each year.

This AGREEMENT may be amended at any time by the mutual agreement of both parties. It is understood that any amendments agreed upon shall be reduced to writing and distributed to all members of the bargaining unit.

**ARTICLE XXI
RATIFICATION**

Section 1. Ratification:

IN WITNESS WHEREOF, we have set our hands to this AGREEMENT with the intent that the execution hereof shall be deemed to be complete as of July 1, 2001.

BUENA VISTA PUBLIC SCHOOL
BOARD OF EDUCATION

BUENA VISTA
ADMINISTRATORS ASSOCIATION

PRESIDENT

DATE

PRESIDENT

DATE

SECRETARY

DATE

SECRETARY

DATE