

AGREEMENT
BETWEEN
ADMINISTRATORS
AND
SWAN VALLEY
BOARD OF EDUCATION

JULY 1, 2005 ~ JUNE 30, 2008

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SWAN VALLEY SCHOOL DISTRICT
8380 O'HERN ROAD
SAGINAW, MI 48609-5199

SWAN VALLEY SCHOOL DISTRICT ADMINISTRATORS AGREEMENT

THIS AGREEMENT, entered into this 1st day of July 2005, through the 30th day of June 2008, by and between the Swan Valley Board of Education, Saginaw, Michigan, hereinafter the "Board" and Swan Valley Administrators, hereinafter called the "Administrators".

1. This contract shall apply only to all administrators except the Superintendent, Director of Finance, and the Director of Curriculum and Instruction.
2. It is recognized that the Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement. Both parties agree that this Agreement incorporates the full and complete understanding and that prior written or oral agreement or practices are superseded by the terms of this Agreement. The parties further recognize that no oral understanding or practices will be recognized in the future unless committed to writing and signed by both parties as an amendment, supplement, or clarification to this Agreement.
3. Each Administrator shall faithfully perform the duties assigned to the Administrator by the Board and/or the Superintendent. The Administrator shall possess a valid and appropriate certificate as required by law or regulation of the Department of Education to act as Administrator in the State of Michigan as directed by the Board and the Administrator agrees to devote his/her time, skill, labor and attention to said employment.
4. Each Administrator shall abide by the rules, regulations and policies promulgated by the Board, and the Administrator shall also abide by the rules and laws of the State of Michigan and the United States of America relative to the duties, responsibilities and conduct of an Administrator in the school system. The Administrator shall comply with all directives as well as any and all administrative practices and operating procedures established by the Superintendent or other central office Administrators.
5. Authorized payroll deductions, such as for credit union and tax shelter annuities, will be continued.
6. The Board shall post notice of administrative or teaching vacancies for a minimum period of 14 calendar days prior to filling the position. The Board reserves the right to fill vacancies in its complete discretion. A tentative school and position assignment for the ensuing school year will be given to each administrator prior to June 30 of each year.

7. Disability leave, sick leave, personal leave, sabbatical leave.

- a. Administrators shall be entitled to fourteen (14) paid sick or disability leave days each school year, which shall accrue at the beginning of each school year. (For purpose of this agreement, a school year is July 1 - June 30). The unused portion of such allowances shall accumulate from year to year to a maximum of one hundred eighty (180) days.
- b. Administrators shall be entitled to utilize up to three (3) personal business days each school year. Personal business shall mean business that cannot be conducted by the administrator other than during a work day, and shall not include vacation or recreation. Unused personal business days will be added to the administrator's accumulated sick leave days.
- c. Upon the approval of the Superintendent of Schools and of the Board of Education, sabbatical leave of up to one year may be granted for professional improvement to an administrator, subject to the following conditions:
 1. No more than one Administrator will be absent on sabbatical leave at any one time.
 2. The Administrator must have completed at least seven (7) consecutive years of service in the Swan Valley School District to be eligible for such a leave. Upon return from a sabbatical leave, the Administrator shall be restored to the position held prior to sabbatical leave or to a position of like nature, seniority, status and pay, as if there had been no interruption of service during the leave period.
 3. In the event that the Administrator, following a sabbatical leave, fails to return to the employ of the Board and serve for a minimum of three years in an administrative position, the Administrator shall reimburse the Board for all amounts paid to or on behalf of the Administrator during the sabbatical leave period.
 4. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent no later than March 1 prior to the school year for which the sabbatical leave is requested. Preferences in granting such leaves will be given in according to length of service in the system. The Board reserves the right to ascertain that the general program of professional improvement to be pursued will be of benefit to the Swan Valley School District. Upon return from the sabbatical leave, a written report of the professional improvement will be given to the Superintendent and to the Board.

5. An Administrator on a sabbatical leave will be paid one-half of the salary amount the Administrator would have been paid during the same period if actively employed in the position held immediately prior to the sabbatical leave. An Administrator on sabbatical leave will be entitled to full fringe benefits while on the sabbatical leave.
- d. Leaves of absence without pay may be granted by the Board, in its sole discretion. Administrators on leave of absence without pay shall not be entitled to fringe benefits.
8. Administrators shall execute individual contracts of employment with the Board of Education for the particular position for which they are employed; such individual contract shall be written for a two (2) year period. Upon tender of the individual contract to an Administrator, such contract must be executed and returned within 14 calendar days (or a grievance filed); failure to do so shall be deemed sufficient cause for discharge. Individual contracts are subject to annual approval by the Board. Individual Administrator contracts shall contain the following clause:

The Administrator shall not acquire tenure in any nonclassroom position by virtue of employment pursuant to this contract for any position for which he/she does not currently have tenure in position. Administrators hired after July 1, 1987 will not gain tenure in position.

In the event of a necessary reduction of personnel (as determined by the Board) any administrator may be laid off.

9. EVALUATION.

- a. By March 15 of each year, each Administrator shall be evaluated as to professional service and shall be given a copy of the evaluation, which shall contain a provision allowing written comment by the Administrator. A conference shall be held with the Administrator to discuss the evaluation.
- b. The Board will not terminate the employment of any Administrator for any act relating to the professional performance of the Administrator in the position employed, without having provided for an evaluation to be made of the Administrator's professional performance and providing adequate opportunity for corrective action to be undertaken by the Administrator.
- c. Should no evaluation be conducted prior to sixty (60) days before the close of the school year, the administrator's performance shall be deemed to have been satisfactory in all respects and for all purposes.

10. ATTENDANCE AT PROFESSIONAL MEETINGS

At the request of and/or approval by the Superintendent of Schools the Administrators may attend workshops, seminars, conferences or professional improvement sessions. The Board shall pay for the Administrator's reasonable expenses incurred, including transportation, fees, lodging, and meals. Advance Board approval is required with respect to attendance at out of state conferences, workshops, seminars, or meetings. In-state meeting attendance requires prior approval by the Superintendent. Expenses incurred by the Administrator should be submitted for reimbursement by the district as soon as possible after attendance, along with records substantiating such expenditures.

11. On days when regularly scheduled school sessions are canceled Administrators shall report for work as soon as practicable/possible.

12. Administrators will meet on a regular basis at the discretion of the Superintendent.

13. Administrators using their own automobiles in connection with assigned school duties shall be reimbursed at the maximum rate per mile allowed as nonreportable by the Internal Revenue Service. Each Administrator seeking reimbursement may submit a mileage log at the end of each month; automobile reimbursement payments will be made each month.

14. FRINGE BENEFITS

In general, Administrators will receive not less than the minimum amount of fringe benefits provided by the board to any of its nonadministrative employees. Contract will be reopened for benefits and salary for the 2006-07 and 2007-08 school years.

a. The Board agrees to provide medical and dental insurance in accordance with benefits provided to teachers.

1. Administrators agree to pay 8% of the health insurance costs for Super Care 1 in 2005-06 or 5% of the health insurance costs for Choices II for 2005-06;

2. Administrators will receive a salary increase of .5% over teachers salary increase for the 2005-06.

b. The Board agrees to provide group term life insurance coverage for each Administrator in the amount of \$100,000. The Board reserves the right to select the carrier for such insurance.

c. The Board shall provide Administrators with long term disability insurance coverage or equivalent to that provided to teachers.

- d. The Board shall provide the Administrators with VSP-3 vision insurance coverage or equivalent to that provided to teachers.
 - e. The Board shall provide each administrator with a \$4000 annuity.
 - f. Compensation for one physical per year, per administrator up to \$300.
 - g. \$1,500 per year for each administrator to use for professional organization dues or professional development, including state or national conventions or \$1,000 for college credit hours.
15. The work year for Administrators under this contract shall be July 1 through June 30. Administrators shall not be required to report for work on days during the student/teacher school year when school is not scheduled to be in session for teachers.
16. VACATION
- a. The following administrators shall be entitled to twenty (20) days of vacation per work year: High School and Middle School principals, assistant principals, administrative assistant, athletic director/community education director.
 - b. The following Administrators shall be entitled to thirty (30) days of vacation per year: elementary principals.
 - c. Vacation time will be mutually arranged and agreed upon by the Superintendent or his designee and the individual Administrator.
 - d. A maximum of ten (10) vacation days may be carried over from one school year to the next. Vacation days not taken during a work year in excess of the ten days which may be carried over will be lost, unless the Superintendent approves of the carry over of the extra days.
 - e. Absence from duty, whether due to vacation, disability leave, personal leave, or other leave, shall be reported to a designated person in the administrative center for recording purposes.
17. If an Administrator terminated employment in the Swan Valley School District, the Administrator shall receive remuneration for unused sick leave days in accordance with the provisions of the current Master Agreement between the Swan Valley Board of Education and the Swan Valley Education Association, and subject to any and all conditions placed upon such payments in that Master Agreement.

18. The Board shall pay the Administrators' Michigan Public School Employees Retirement System contribution, which shall not be deemed to include payment with respect to the member investment plan program.

19. ADMINISTRATOR PROTECTION.

- a. Any case of assault upon an Administrator shall be promptly reported to the Board or its designated representative. The board will render all reasonable assistance to the Administrator in connection with the handling of the incident by law enforcement and judicial authorities.
- b. The Board shall provide liability insurance coverage for Administrators insuring against liability resulting from reasonable and prudent performance in the scope of Administrative employment. The Board may provide legal counsel and representation for an Administrator in connection with performances of duties as an Administrator.
- c. If an Administrator is injured or suffers damage to or destruction of clothing/glasses as a result of an assault arising out of and in the course of employment as an Administrator, the Board will reimburse the Administrator for such damages except as may be covered by workers' compensation insurance or other insurance.
- d. Any complaints by a parent or a student directed toward an Administrator shall be promptly called to the Administrator's attention.
- e. Any Administrator who is absent as a result of injury caused by an accident or assault arising out of and in the course of the Administrator's employment will be paid full salary (less the amount of any workers' compensation payments made with respect to such absence) provided that the time equivalent of the difference between the full salary and the workers' compensation payment shall be deducted from the Administrator's annual/accumulated disability leave. Upon exhaustion of the Administrator's available disability leave, the Administrator shall be entitled only to receive workers' compensation benefits.

20. GRIEVANCE AND ARBITRATION PROCEDURES

- a. The term "grievance" shall be interpreted to mean a complaint by an Administrator that there has been a violation, misinterpretation, or misapplication of this Agreement. A grievance must be filed within 14 work days of the alleged violation, misinterpretation or misapplication of this Agreement or the grievance is deemed to be waived.

- Step 1.* An Administrator shall initiate a grievance by submitting to the Superintendent the written grievance which shall specifically set forth the violation, misinterpretation, or misapplication of this Agreement, and shall specify the relief requested. Should either party so request, a meeting shall be had between the Administrator and the Superintendent within seven work days of the submission of the written grievance. Within ten work days of said submission, the Superintendent shall provide the Administrator a written answer to the grievance.
- Step 2.* If the answer received in Step 1 is unacceptable to the Administrator, the Administrator may file a written appeal with the Board of Education. Such appeal must be filed with the Board within ten work days of the Administrator's receipt of the Superintendent's answer. The Board shall schedule a grievance hearing at its next regularly scheduled meeting, but no later than 30 days after the appeal has been filed with the Board. If the written appeal is filed with the Board within five calendar days of its next regularly scheduled meeting, the Board may determine to schedule a special meeting for purposes of hearing the grievance. Within seven calendar days following the grievance hearing, the board shall provide the Administrator with a written answer.
- Step 3.* If the answer received at Step 2 is unacceptable to the Administrator, the Administrator may appeal by providing the Board with a written request for advisory arbitration within ten days of the Administrator's receipt of the Board's answer. Upon a timely request for advisory arbitration, the parties shall attend to choose a mutually acceptable arbitrator. If no arbitrator can be mutually selected, an arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The arbitration selection and hearing shall be governed by the voluntary labor arbitration rules of the American Arbitration Association. The costs of the arbitration shall be borne equally by both parties but all costs of preparation and presentation assumed individually by a party shall be its own responsibility. The time limits contained herein may be extended by mutual agreements of the parties. The Administrator may secure legal counsel. The Arbitrator shall have no authority to interpret state or federal laws, to change a decision of the Board which the Board is entitled to, in its discretion, to make or to advise on any matter which may be appealed to the State Tenure Commission. Further, the arbitrator is without power authority to issue any advisory decision which requires the Board to take any action which is prohibited by law.

21. RETIREMENT INCENTIVES

- a. An administrator who has provided ten (10) calendar years of service to the Swan Valley School District and has attained the age of least fifty (50) years, shall, upon retirement , receive payment according to the following schedule.

<u>AGE</u>	<u>AMOUNT</u>
50-54	\$10,500
55	10,000
56	9,500
57	9,000
58	8,500
59	8,000
60	7,500
61	7,000
62	6,500
63	6,000
64	5,500

Retirement as used in this article shall mean severance of active employment with the district and verification that the Administrator has made application the Michigan Public School Employees Retirement System for retirement benefits from that retirement system. Upon retirement, the Administrator shall also receive a per diem rate based upon the current substitute teacher rate for unused vacation days up to a maximum of thirty (30) days provided the Administrator has served the district for at least ten calendar years, but only if the retirement occurs between the last student day of the school year and June 30.

22. QUALIFICATION/SALARY

- a. Administrators must possess, as a minimum, the qualifications to be granted a Michigan Administrator's Certificate in the required area. The Board reserves the right to waive any of the foregoing qualifications in its discretion.
- b. Salary Provisions. In 2005-06, administrators will receive a .5% increase over the salary increased received by the SVEA. Contract will be reopened for salary and benefits for the 2006-07 and 2007-08 school years.

An administrator with an Education Specialist or equivalent shall receive an additional \$1000.

An administrator with an Ed.D or equivalent shall receive an additional \$1500.

c. Longevity. Administrators will receive a 3% increase at the beginning of year 10 and 4% at the beginning of year 20. All of the years must be served as an administrator in the Swan Valley School District. (Longevity is based on teachers salary schedule and step classification.) Copy in contract in Administration office.

23. The various provisions of this Agreement shall be deemed severable so that if any provision of this Agreement shall be found contrary to law, that provision shall be null and void, but the remainder of the provisions in this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of July 1, 2005.

ADMINISTRATORS

Dennis G. Munnis

BOARD OF EDUCATION

Alan Smith

PRESIDENT

Charleen K. Boland

SECRETARY