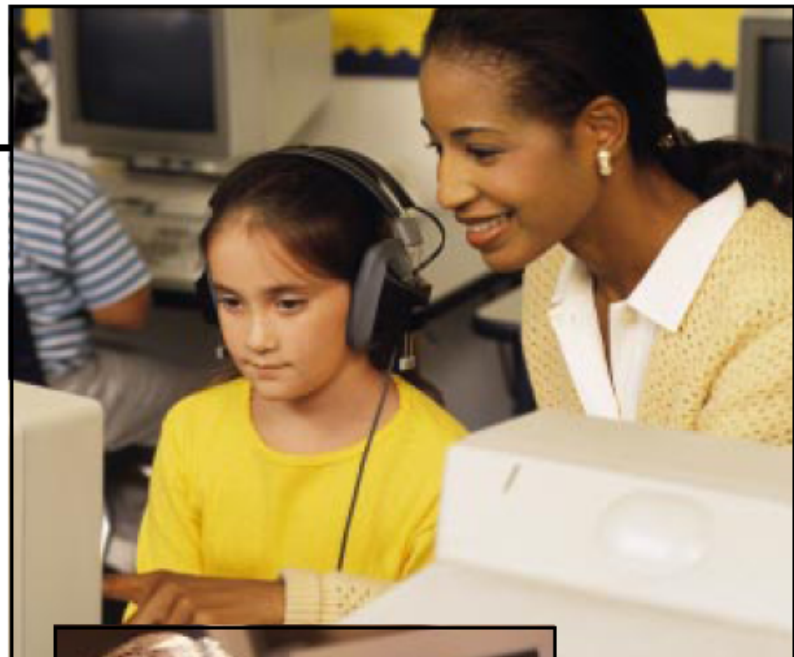


Administrators

ADMINISTRATIVE

AGREEMENT

2011-2013



Contents

Preamble	1
Administrative Personnel.....	1
Employment Relationship.....	1
Work Year.....	2
Benefits	3
Tuition Reimbursement.....	4
Leaves of Absence	4
Compensation	5
Appendix A.....	7

Preamble

It is the Board's intent, within the Board's financial means, to provide Administrative personnel wages and benefits commensurate with their responsibilities. This Administrative Agreement outlines conditions of employment, wages, and benefits for the two year period beginning May 16, 2011, and ending June 30, 2013. Any reference to Board, ISD, or Administrator shall be consistent with the employing contract.

Administrative Personnel

Superintendent
Director, Administrative Services
Director, Instructional Services
Director, Special Education
Director, Human Resources
Director/Principal, Vocational, Career and Technical Education
Manager, Technical Operations
Assistant Principal, Bay-Arenac ISD Career Center
Supervisor, Adult Education
Supervisor, Building Operations
Supervisor, Special Education
Planner/ Monitor

Employment Relationship

The Board of Education retains ultimate authority regarding the employment status of and other employment conditions of administrative personnel. To the extent permitted by law, the Board may delegate supervision over an administrator and the direction of his/her work to the Superintendent (or his/her designee). Within the administrators' contract, reference to the "Board" and to the "ISD" shall denote those entities as well as the Superintendent (or designee) when acting pursuant to authority delegated by the Board or otherwise exercised pursuant to law.

An administrator is subject, during the term of his/her contract, to assignment and transfer to another position of administrative employment in the ISD at the discretion of the ISD.

The Board shall be entitled to terminate an administrator's employment at any time during the term of his/her contract for reasons that are not arbitrary or capricious, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the administrator materially breaches the terms and conditions of his/her contract, Board Policy, statute, or this agreement.

The foregoing standards for termination of an administrator's contract during its term shall not be applicable to non-renewal of his/her contract at the expiration of its term, which decision is discretionary with the Board.

In the event that a recommendation is presented to the Board to dismiss an administrator during the term of his/her contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, conditions described herein shall automatically terminate, and the Board shall have no further obligation hereunder.

Additionally, an administrator's contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The administrator shall be given at least sixty (60) calendar days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under the administrator's employment contract or this Agreement.

Work Year

Administrative personnel are employed on the basis of the number of contractual work weeks per fiscal year (July 1 through June 30) as scheduled by the ISD. Administrators who work 50 to 52 weeks shall be granted 25 vacation days per fiscal year.

Position	Work Year
Directors Manager, Technical Operations Supervisor, Building Operations	52 Weeks
Assistant Principal, Career Center Supervisor, Special Education Planner-Monitor	50 Weeks
Supervisor, Adult Education	43 Weeks

Vacation days shall not accrue from one year to the next.

Administrators shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the ISD. All scheduling of vacation days is subject to the approval of the Superintendent or his/her designee.

Administrators are entitled to the following holidays for which no service to the Intermediate School District is required:

- | | |
|--|---|
| Independence Day
Thanksgiving Day
Christmas Eve Day
New Year's Eve Day
Good Friday | Labor Day
the Friday after Thanksgiving
Christmas Day
New Year's Day
Memorial Day |
|--|---|

Benefits

Health Care & Insurance

Administrators covered by this agreement shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this agreement. Additionally, upon request of the ISD, an administrator shall authorize the release of pertinent medical information necessary to determine if the administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable accommodation. Additionally, any physical or mental examination or disclosure of such information required of an administrator by the ISD shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at ISD expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential in accordance with ADA regulations.

- A. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, on behalf of the administrator and his/her eligible dependents, the Board shall annually contribute an amount, not to exceed \$16,800 for the for the Bay-Arenac Health Plan. Administrators shall contribute to the cost of the Bay-Arenac Health Plan in excess of \$16,800. Administrators who are not eligible or who do not enroll in the Bay-Arenac Health Plan shall receive two hundred dollars (\$200) per month as cash in lieu of health care through the Board's qualified IRS Section 125 Plan.

Eligible administrators shall receive the Bay-Arenac ISD Dental Benefit, Bay-Arenac ISD Vision Benefit, and life insurance with double indemnity in the amount of 1 ½ times salary (Administrator's only).

The ISD reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage after discussions with the administrator group. The ISD shall not be required to remit premiums for any insurance coverage for the administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The ISD, by payment of the premium amount required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

The impact of any alterations to the Bay-Arenac ISD Health specifications which are required by action of an administrative agency, order of court, legislative enactment or by decisions of the underwriter, carrier, third party administrator, or non-profit health care corporation will be discussed with the administrator.

Tuition Reimbursement

- A. Administrators who enroll in courses directly related to the administrator's position, from an accredited post-secondary institution, shall be reimbursed to a maximum of \$1,000 per year. Upon submission of proof of successful completion of the enrolled course(s) and a paid receipt, the Board shall reimburse the administrator. To qualify for reimbursement, the courses must be pre-approved by the Superintendent/Designee.
- B. Administrators who terminate employment with the district prior to reimbursement, shall not receive reimbursement.

Leaves of Absence

An administrator, at the time of his/her initial employment with the Board under an administrative contract, shall be granted twelve (12) days for absences due to personal illness or disability. An administrator may use six (6) sick leave days per year for the care of the administrator's spouse, son, daughter, or parent(s). Each June 30, the Board shall reconcile the number of days available. On July 1st, the administrator shall receive twelve (12) days cumulative to ninety (90) days. The Board shall reconcile sick leave accruals for those administrators employed with the Board on June 30, 2007. An administrator with less than ninety (90) days shall receive up to twelve (12) days cumulative to ninety (90) days. As an example, an administrator with seventy-eight (78) accrued days, as of June 30, shall receive 12 days cumulative to ninety (90). An administrator with eighty-eight days (88) shall receive two (2) days.

- A. Three (3) days for bereavement may be granted to the administrator for immediate family, including parents, grandparents, siblings, spouse's parents, spouse's grandparents, and spouse's siblings.
- B. In the event of the administrator's mental and/or physical incapacity (long-term disability) to perform the duties of his/her office, he/she shall be granted an initial leave up to ninety (90) workdays for purpose of recovery. An administrator shall first exhaust any accumulated sick or other paid leave, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the administrator during this interval to the extent required by law. Upon utilizing leave under this provision, an administrator shall furnish medical certification to the ISD respecting the necessity for the leave.
- C. If there is a reason to doubt the validity of the medical certification supplied by the administrator, a second opinion, at ISD expense, may be required.
- D. An administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board. The administrator shall be responsible for health plan premiums during any leave extensions granted by the Board.
- E. If the administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment contract may be terminated at the option of the Board.

- F. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the administrator shall provide to the ISD a fitness for duty certification from the administrator's health care provider. A second opinion may be required by the ISD, at ISD expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

Compensation

The Board hereby retains the right to adjust the annual salary of an administrator during the term of his/her employment contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed in Appendix A unless the reduction is due to fiscal or program/service changes that precipitate this action. Any adjustment in salary made during the term of the contract shall be in the form of a written amendment and when executed by the administrator and the Board, shall become a part of the contract.

During the life of this agreement, the Board shall annually contribute to an IRS Section 403b or 457 account of the administrator's choosing. In the first year of the agreement, administrators shall receive One Thousand Five Hundred Dollars (\$1,500). In the last two years of the agreement, directors shall receive an amount not less than Three Thousand Dollars (\$3,000) and other administrators shall receive an amount not less than One Thousand Five Hundred Dollars (\$1,500). The amount shall be paid in a lump sum payment in the last payroll in June of each year of the agreement.

Eligible administrators who begin their tenth (10th) continuous year of employment with the Board shall receive an annual longevity payment of one thousand (\$1,000) dollars, upon the fifteenth (15th) year, the annual payment will increase to one thousand five hundred (\$1,500) dollars, upon their twentieth (20th) year, two thousand (\$2,000) dollars, and upon their twenty-fifth (25th) year, two thousand five hundred (\$2,500) dollars.

Administrators hired on or after July 1, 2000 compensation shall be subject to adjustment in accordance with the following provisions:

- A. The parties agree that an administrator is performing valuable services for the ISD and that given the public interests served and advanced by the duties associated with the administrator's assignment, it is not possible to calculate, either presently or in the future, the damages that will be incurred should the administrator breach his/her obligations under his/her contract of employment by failing to fulfill performance under its terms for the duration of this Agreement.
- B. Accordingly, the administrator and the Board agree that if the administrator resigns or abandons his/her employment with the ISD prior to the expiration of his/her contract, he/she shall be obligated to the ISD for the following damages:
 - A. If 45-59 days advance written notice of resignation: 1.0% of the gross annual compensation specified in ¶ 4 of his/her employment contract.
 - 2. If less than 45 days advance written notice of resignation: 2.0% of the gross annual compensation specified in ¶ 4 of his/her employment contract.
- C. The parties agree that these damages represent a good faith attempt to estimate damage to the ISD in the event a breach of contract occurs.
- D. The administrator agrees that any damages for which he/she may become obligated under this provision may be permissibly deducted from his/her final payroll remittance issued by the ISD.

The administrator, by his/her signature on their employment contract, gives his/her full and free consent to such deduction to be made from the final wage payment remitted to him/her by the ISD. Provided, that no such deduction shall be made in advance of other legally required deductions and the cumulative amount of deductions shall not reduce the administrator's gross wages for the pay interval below the minimum wage rate. Nothing in this provision shall preclude the ISD from instituting civil action against the administrator for collection of the foregoing damages or for any portion of those damages which are not recovered or recoverable through wage deduction.

- E. The foregoing damage provisions shall not be applied in circumstances where the resignation of the administrator is due to verified total and permanent disability of the administrator or due to other similarly extenuating condition which, in the discretion of the ISD, would make the collection of damages under this provision unreasonable.
- F. For the duration of the agreement, administrator's steps shall be frozen at the current step reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as a hard dollar payment. On June 30, 2012, a 2nd calculation of the aggregate cost of step increases will be divided by the total number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

Those administrators eligible through provisions of §380.1249 of the Revised School Code, and who have achieved a satisfactory in their annual evaluation, shall receive merit pay in the amount of \$200 in the final payroll in June. Criteria for such evaluation shall comply with Michigan statute.

**APPENDIX A
2011-2013**

	Number Weeks	1	2	3	4	5	6	
Strand A	52	\$91,999	\$93,640	\$95,280	\$96,920	\$98,561	\$100,202	Directors
Strand B	52	\$82,883	\$84,563	\$86,248	\$87,928	\$89,610	\$91,292	Manager, Technical Operations
Strand C	50	\$79,279	\$80,887	\$82,497	\$84,106	\$85,714	\$87,323	Special Education Supervision Career Center Assistant Principals Early Childhood Supervisor Planner-Monitor
Strand D	43	\$53,889	\$55,076	\$56,263	\$57,450	\$58,637	\$61,802	Adult Education Supervisor
Strand E	52	\$48,678	\$50,138	\$51,643	\$53,192	\$54,789	\$56,432	Building Operations Supervisor