

**AGREEMENT BETWEEN
THE SAGINAW BOARD OF EDUCATION
AND THE
SAGINAW SCHOOL ADMINISTRATORS GROUP
JULY 1, 2004 THROUGH JUNE 30, 2006**

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POSITION STATEMENT

It is the desire of each member of the Saginaw Public School Administrators Group (see Appendix A) to work cooperatively with the Board of Education, the Superintendent of Schools and his/her immediate staff, and all other staff, to provide the best possible education for students in the School District of the City of Saginaw. With Administrative direction from the Board of Education, it is the intent of each member of the Group to provide the highest level of leadership at the building level, the best possible support from the Central Office, and to represent the District to its constituency in the most positive manner. Similarly, we feel that we must be treated with respect, kept informed of District objectives and goals, involved in a relationship of mutual respect, open communication, consensus-building, mutual aid and innovative problem solving.

Recognizing that it is in the best interests of all involved, it is agreed that the policies and understandings contained herein shall continue to be formalized throughout the life of this existing Agreement.

ARTICLE I

Professional Growth and Development

- A. Released time and compensation for expenses shall be granted by the Board of Education, hereinafter called the Board, to the Building-Level Administrative Group and the Educational Management Association, hereinafter called the Group, unless otherwise specified, for attendance at professional workshops, conferences, conventions, and other activities on a national, state, and local level with assurance given by members of the Group that building supervision will have been arranged prior to departing for any of the foregoing meetings. The Board agrees to allocate a yearly minimum sum of \$15,000 to each of the School Performance Clusters for convention expenses which will be divided as determined by the Clusters.

A brief and concise report including speakers' names, convention highlights, and areas of interest for inservice education in Saginaw will be submitted to the Assistant Superintendent for Human Resources and Labor Relations, or such other designee as may be named by the Superintendent, by Group members attending any of the above activities. It is further agreed that Board of Education Administrators attending conventions submit similar reports, if of possible interest to the Group, and that a copy of each of these be given to a representative of each School Performance Cluster and Central Office. If it is determined that said report(s) may be of interest to Cluster members, they may be copied and sent to all members.

It is agreed that the provisions of the "Administrative Guidelines and Procedures for Conference Travel" will be adhered to in regard to all travel.

- B. With the approval of the Superintendent, the Board agrees to provide additional released time and compensation for expenses for meetings or visits to other school districts or facilities throughout the state and nation. These said meetings are not to be construed to be those previously described as professional

workshops, conferences, conventions, and other activities on a local, state and national level.

- C. The Board encourages up-grading and improvement of members of the Group and supports same by paying for hours beyond the Master's Degree as noted in Article IX of this Agreement.

ARTICLE II

Management Representation

The Board recognizes and will include a representative of each section of the Group as members of the Board's negotiation team in formal collective bargaining with the Saginaw Education Association. In formal collective bargaining with other recognized bargaining units, one representative from the total group will be included, unless otherwise agreed to by the parties. A representative of each section of the Group will be included as members of the Superintendent's Cabinet, in an adjunct capacity, for purposes of attendance at regular cabinet sessions. It is understood that the Superintendent may deem it necessary to hold Administrative Cabinet sessions without full Cabinet representation.

ARTICLE III

Study Committees

- A.
 - 1. In the event there exists contractual language in the agreement between the Board and the Saginaw Education Association in regard to a "Professional Study Committee" and/or "Joint Committees," the provisions of sub-sections 2. and 3. below shall apply.
 - 2. The Board agrees that membership of the Professional Study Committee and the Joint Committee, as established by contractual agreement between the Board and the Saginaw Education Association, will include representation from the Group and other Administrative personnel as designated by the Superintendent. Said member(s) shall be selected annually by the Group, with final approval reserved with the Superintendent.
 - 3. The minutes from the Professional Study Committee meetings (Professional Study of SEA - Board) will be sent to the chairperson of each of the three sections of the Group. Should a chairperson so request, copies of respective meeting(s) will be duplicated and sent to members of the particular section.
- B. The Board and the Group will establish those study committees which are necessary for the ongoing work and implementation of the educational program of the Saginaw School System. The study committees shall include a member of each section of the Group and the Superintendent and such other personnel as designated by the Superintendent. The Board shall encourage such

committees and agree to give every consideration for implementation of the recommendations of these committees. The following committees are recommended, but not limited to:

Professional Staff - Administrative
Non-Professional Staff
Curriculum Implementation

ARTICLE IV

Extended Term Renewable Contracts

- A. 1. The Board agrees to issue administrative contracts on a two year basis, except as otherwise provided in this Agreement, with said two year contracts to be renewed, under normal circumstances, at the May Board of education meeting, provided however, said two-year contracts shall be issued only to those eligible administrators who are actively employed in an administrative capacity on or before December 31, 1992.

It is understood that two-year contracts shall not be issued to individuals hired in an administrative capacity on or after January 1, 1993, i.e. administrators hired on or after this date shall be issued one (1) year contracts.

2. All administrator individual contracts of employment shall be made expressly subject to all the terms of this agreement and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this agreement, this agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.
3. If there is no Saginaw Schools Administrators Agreement in force during the period of time when an administrator/supervisor is on the second year of a two year contract, or when an administrator hired on or after January 1, 1993, has not been issued a one-year contract, then the salary and other compensation shall be that as adopted by the Board of Education.
4. No provision of this agreement shall be construed to grant tenure in administrative capacity and it is hereby expressly provided that no administrator shall acquire or be granted tenure in an administrative capacity.
- B. 1. All probationary administrators shall be issued one (1) year contracts. Probationary status is defined as the first two (2) years as an administrator in the District.
2. Effective as of July 1, 1998, a beginning administrator in the Saginaw School District shall complete a satisfactory probationary period of three years as an administrator. A fourth year of Administrative probation may

be required of probationary administrators after the completion of the three years of probationary status.

3. If, during the term of this probationary period, the administrator's work is deemed unsatisfactory, he/she may be dismissed as an administrator.
 4. Upon satisfactory completion of the probationary period the administrator shall be granted an administrative contract, per the language of Section A above.
 5. It is agreed that the immediate supervisor of a newly-appointed administrator will meet with the new administrator at least once during the first six (6) weeks of his/her initial commencement of duties to mutually establish goals and objective for the year. In addition, the immediate supervisor will meet with the newly appointed administrator at least twice more during the course of the school year to review progress towards these goals and objectives.
- C. When an administrator is placed in a new administrative position, either as a result of a promotion or transfer, he/she shall be considered to be in a trial period for a period of one full year following the beginning of such an assignment. Such trial period may be extended by mutual agreement between the Board and the Group.

ARTICLE V

Public Relations Activities

Membership in civic organizations is encouraged by the Board and agreement is made to keep salaries competitive so that members of the Group may belong to these organizations and the administrators, along with the Board, profit from the public relations achieved thereby.

ARTICLE VI

Professional Mileage Allowance

- A. During the term of this Agreement, the Board agrees to pay to each member of the Group, on a monthly basis, for the term of his/her contract, the amount of \$100.00. This amount is intended to defray, in part, those expenses incurred in the daily performance of required administrative duties which involve the administrator's automobile usage.
- B. Those administrators whose current monthly amounts are in excess of the above-stated amounts shall have their current rates frozen during the life of this Agreement.

ARTICLE VII

Evaluation of Administrative Performance

- A. It is agreed that the current administrative format for evaluation of members will continue to be followed, provided that before changes in said format are made, members of the Group will be given adequate opportunity for input, it being understood that the format for administrative evaluation remains a prerogative of the Board, acting through its designee, the Superintendent.
- B. When called by the Superintendent or his/her designee for a personal conference relative to performance of administrative duties, the purpose of said conference will be stated.
- C. At said conference, it is permitted to have representation present.
- D. In the event the involved administrator(s) is to have representation present, the Superintendent or his/her designee will be informed in advance of the nature of the representation. Said advance notice will, under normal circumstances, be related to the Superintendent or his/her designee at least forty (48) hours in advance of the meeting.
- E. When an administrator is determined to be performing at a less than satisfactory level in the normal course of fulfilling his/her responsibilities, the Board shall put into effect the following steps:
 - 1. Review with the administrator the definition of his/her job responsibilities, noting the areas of poor performance, incorrect procedures, improper attitudes, etc.
 - 2. At his/her option, the employee shall be granted a meeting with the Superintendent to fully discuss the matter.
 - 3. The contract of an administrator who is so evaluated may be renewed or not renewed at the sole discretion of the Superintendent.
 - 4. If an administrator's performance is evaluated as unsatisfactory during the ensuing remaining one year of his/her contract, said contract will be terminated at the end of its duration. Notice will be given in this regard in accordance with applicable Michigan State Statutes.
 - 5. The provisions of this section shall not apply to those administrators who are in a probationary status.
- F. The provisions of Section E. above shall not apply to those instances where, in the judgment of the Superintendent or his/her designee, an administrator is guilty of serious misconduct. Said administrator, in this instance, may be subject to immediate dismissal, subject to the remaining sections of this Article.

- G. No administrator shall be disciplined or discharged in an arbitrary or capricious manner. All records of disciplinary actions which are to become part of the administrator's personnel record shall be signed by the person taking the action, and a copy of such document shall be given to the administrator involved.

ARTICLE VIII

Fringe Benefits

- A. All fringe benefits, and attendant procedures, except as provided otherwise herein, i.e. sections B, C, D, E, and F below, which are granted to the teaching staff by contractual agreement, or supplement thereto, shall be granted to the members of the Group, or as modified in Articles VIII and IX, Salaries.
- B. The Board of education agrees to pay the premiums of a disability insurance policy. Said policy shall work as follows: All administrators will first exhaust their full sick leave days; then the Board of Education will pay them 100% salary for a period of six months which is the waiting period until the disability policy goes into effect at 66-2/3% of their salary at the time of the disability and thereafter adjusted annually within the salary guidelines of the administrative agreement and shall continue until age 65 per terms and conditions of the insurance agreement as arrived at between the Board and the insurance carrier.
- C. 1. Each person who has been employed as an administrator (i.e. has been paid on the "Administrative and Supervisory Personnel Salary Schedule") with the Saginaw Board of Education for a period of ten (10) consecutive years shall be eligible to be paid for one-half (1/2) of all accumulated, unused sick days up to a maximum of one hundred sixty (160) days.
- Year two of this agreement, the above-note maximum of one hundred sixty (160) days shall be increased to a maximum of one hundred seventy (170) days.
2. Such payment shall be made if an eligible administrator terminates his/her employment under one of the following circumstances:
- a.) Voluntary retirement under the provisions of the State Retirement Act;
 - b.) Forced retirement, prior to regular retirement age, for health reasons;
 - c.) A written, voluntary resignation;
 - d.) Death while in the employ of the Board.
3. Such payment shall be at the rate of one hundred thirty dollars (\$130.00) per eligible sick day.

- D. During the life of this Agreement, the Board agrees to pay the necessary premiums to provide group term life insurance coverage for employees in the Group, in an amount equal to the employee's annual salary, rounded up or down to the nearest \$1,000 multiple; provided that the amount of this term life insurance shall, in no case, be less than \$25,000. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The Board's only responsibility shall be for the payment of premiums as above set forth.
- E. **Health Care** – The Board will make available to all unit employees, not otherwise covered, health care insurance equivalent to that under MESSA Super Care I type coverage with a \$5 generic, \$10 brand prescription drug, and a \$100/\$200 deductible, pro-rated for part timers.

Effective September 1, 2004 Administrators will begin to pay a monthly health insurance co-pay as follows:

<u>Coverage</u>	<u>Monthly Health Insurance Co-Pay</u>
1-Person	\$32
2-Person	\$69
Family	\$77

Effective July 1, 2005, the District will also offer the MESSA Choices Plan (with up to a \$10 generic/\$20 brand prescription drug rider, if available). Administrators choosing to continue to take Super Care I will pay the difference in premiums between the Choices and Super Care Plan in addition to the monthly health insurance co-pay. A 30-day open enrollment period will be provided in mid-May of each year. The Board shall select the insurance carrier. Employees desiring such coverage shall sign the required disclaimer form. An eligible employee may elect to reduce his or her compensation by the contributions required of such employee under the subsection in accordance with and the subject to the terms and conditions of the District's Flexible Benefits Plan. Eligible employees who do not elect this coverage may elect instead to have \$100/month of active duty paid to them at the beginning of each month as additional compensation in accordance with and subject to the terms and conditions of the District's Flexible Benefits Plan. Effective September 1, 2004, said \$100 shall be increased to \$125 per month.

- F. Notwithstanding any other provisions to the contrary, during the life of this agreement, the Board shall have the right to self-insure health insurance benefits at the level currently in effect, consistent with the provisions of Article VIII., sections A and E above.
- G. 1. Effective with the 1996-97 year, in order to be eligible for payment of unused sick leave as provided in Section C. above, said administrator must notify the Assistant Superintendent for Human Resources/Labor Relations, in writing, of his/her intent to resign/retire, together with a signed letter of resignation, on or before the last day of the first semester, except in extenuating circumstances where the notice requirement may be waived at the sole discretion of the Superintendent.

2. It is understood that resignations/retirements at all times other than those to be effective as of the conclusion of a school year or a fiscal year shall disqualify an individual for payment under the provisions of Section C. above. Exceptions to these provisions may be made, at the discretion of the Superintendent, in unusual and/or unique circumstances.

ARTICLE IX

Salaries

A. 2004-2005

Year One – An off-schedule payment, payable in September, 2004, of .75% for Administrators on Steps 1 through 5 and 1.25% for Administrators on Step 6 (after 7 years of service).

B. 2005-2006

Year Two – The base Administrative salary schedule shall be increased by 1%.

- B. The required work year for returning administrators shall be as follows:

<u>Category</u>	<u>Required Work Days</u>
1. Non-Building Level	
a.) Twelve (12) months	
1.) Less than two (2) full years	239
2.) Less than five (5) full years, but more than two (2) full years	234
3.) More than five (5) full years	229
4.) More than ten (10) full years	224
b.) Ten and one-half (10-1/2) months	206
2. Building Level	
a.) Secondary Assistant Principals	206
b.) Elementary Principals K-8 School Principals Vice Principals - High Schools	215
c.) Middle School Principals Saginaw Arts and Science Academy	219

3. Non-Building Level twelve-month employees (category 1.a. above) and Building Level forty-eight (48) week employees (2.d. above) may be required to attend the equivalent of up to eight (8) in-service sessions per year. Each session shall be a maximum of three (3) hours duration after the end of the normal work day, unless otherwise scheduled.
 4. Each administrator may be required to attend up to a maximum of six (6) administrative training/in-services, as scheduled by the Superintendent or his/her designee. Trainings/in-services may be scheduled on either a District-wide, division, building or other basis, said training/in-service to be a maximum of three (3) hours duration after the end of the normal work day unless otherwise scheduled. The District shall pay a stipend of \$40 for each such three (3) hour training/in-service attended.
 5. In the event an administrator, i.e. those administrators paid on the "Administrative and Supervisory Personnel Schedule," elects to transfer or is transferred from a forty-two week administrative position (10.5 months) to a twelve-month administrative position, he/she shall be given credit for years served while in a forty-two (42) week position (within the Saginaw School District), for purposes of arriving at his/her "required work days" per year (C.1. above). Such credit shall be on pro-rated basis; for example ten (10) years at a forty-two (42) week position is equivalent to eight (8) years of credit for a twelve-month position.
- C. It is understood that the Board shall have the right to establish the respective work year and daily work schedules, and/or to change said work year and daily work schedules, in keeping with the provisions of Section B. above, provided that if the current practice in regard to scheduling of the work year is to be changed, then consultation with the Group in regard to said change shall take place prior to its implementation. Compensatory days or salary may be granted with approval of the Superintendent or his/her designee to compensate for work and extra school duties beyond the regular work day and regular work week, e.g. negotiations, teacher recruitment, and curriculum development.
- D. The number of steps on the Administrative Salary Schedule is established at six.
- E. The Board agrees to issue individual administrative contracts in accordance with the provisions of this Agreement and in accordance with the salary schedule adopted annually by the Board and the Group. Those administrators whose professional training qualifies them for advanced levels beyond the Master's Degree will, upon presentation of a transcript of college credits, receive for the ensuing semester the monetary (amount) for which they qualify. Levels beyond the Master's Degree for which remuneration will be paid are:

MA + 15
MA + 30/Ed. S

MA + 45
Ph.D./Ed. D.

In order for an administrator to become eligible for the MA+45 Salary Schedule, the administrator must have successfully completed his/her oral and/or comprehensive exams following course work on a Ph. D. or Ed. D. degree from an accredited college or university. All administrators who were paid on the Schedule Level MA+45 prior to the 1978-79 school year shall continue to be paid on that Schedule.

In order for an administrator to become eligible for the Ph.D./Ed. D. Schedule, the administrator must have been awarded an earned Ph.D. or Ed. D. degree from an accredited college or university. All administrators who were paid on the Schedule Level Ph. D./Ed. D. prior to the 1978-79 school year, when the schedule was referred to only as MA+60, shall continue to be paid on the Schedule now designated as Ph.D./Ed. D.

- F. 1. In accordance with the terms of this agreement, administrative responsibilities connected with special assignments, such as curriculum development and revision, but not limited to these examples, will be considered extra duties beyond the basic administrative salary schedule for which additional compensation will be paid. Payments shall be made at the current teacher hourly rate for professional duty, plus \$3.00 per hour. Pay rates for special summer programs such as, but not limited to the NYC and Project SEE, are not included within the provisions of this agreement.

In the event ten and one-half month administrators shall be assigned the primary administrative functions associated with the regular, academic, Secondary Summer Session(s), (Middle School and Senior High credit-bearing courses) they shall be compensated at the current teacher hourly rate for professional duty, plus \$3.00 per hour for the life of this agreement.

- G. The parties specifically agree that the Board may, in its discretion, provide signing bonuses, relocation allowances or other one-time incentives to attract individual administrators of particular skills or characteristics it deems important to the District.

ARTICLE X

Administrative Transfers, Promotions and Appointments

- A. The Board agrees to announce in writing that a given administrative position is to be filled and to list the qualifications which will be required of applicants. All considerations being equal, Group members will be given preference. Two administrators chosen by the section of the Group affected will be present at the interviews and will be consulted on final arrangements. The vote of each administrator will be equal to that of any other member of the committee.
- B. The administrator who is promoted from one position level to another will not, in any case, suffer a decrease in his/her daily rate of compensation, but will be placed on an appropriate step. In the event of such a promotion, the Superintendent, or his/her designee, will review the appropriate placement on the Administrative Salary Schedule with the designated group representative(s).

- C. It is understood that the Board retains the right to transfer employees within and/or between classifications to any vacant and available position, based upon the overall best interests of the School District.
1. It is recognized that some involuntary transfers of administrative/supervisory personnel are necessary for administrative purposes and to ensure a fair distribution of experienced and qualified administrators throughout the District. In this regard, if the Board determines that staffing requirements warrant an involuntary transfer, the involved administrator shall be given the reasons for such action by the appropriate Board representative. Notification of said involuntary transfers, under normal circumstances, will be made by the last day of March of each year.
 2. Any administrator who is involuntarily placed in a different administrative position which provides a schedule salary less than what he/she is currently receiving shall not experience a decrease in salary but, instead, shall have his/her present salary "frozen" until such time that the schedule catches up with his/her present salary, provided that said involuntary placement is to a position which has the same required work year, otherwise the salary level shall be prorated to the new required work year.
 3. The provisions of this Section shall not apply in the event of layoff-connected transfers per the provisions of Article XI.
- D. Administrative reorganization - It is recognized that, because of declining enrollment, school closing(s), declining operating funds, or other administrative reasons, the Board may wish to change the scope of some administrative positions. In keeping with the overall educational needs of the District, it is understood that the Board shall have the right to institute a redesignation and/or redistribution of administrative tasks and/or assignments through the coordination and/or combining of positions. In this regard, any revised pay, benefit(s), and/or work year provisions which shall result because of such reassignment shall be subject to the language of C.1. above.
- E. The Board agrees that it is desirable to have administrative pre-training prior to the time that an administrator-elect assumes a given administrative position. In the event that the Board determines that the position is to be held active, the Board will then interview and appoint a successor.
- F. All administrators who anticipate leaving their employment as an administrator, shall inform the Board, in writing, of said decision in conformance with the provisions of Article VIII. Sections G. 1 and 2. Failure to so inform the Board, except in unusual and unforeseen circumstances, shall result in a forfeiture of the accrued benefits, if any, granted in Article VIII, Section C.
- G. In the event an administrator/supervisor, who is paid on the Saginaw Schools Administrative and Supervisory Personnel Salary Schedule, is transferred or elects to transfer to a non-Group administrative or supervisory position and then is subsequently returned or elects to return to a position which is listed on the Administrative and Supervisory Personnel Salary Schedule, he/she will, upon

return, have the status which would have been achieved if he/she had remained continuously working in a position listed on the Administrative and Supervisory Personnel Salary Schedule. The provisions of this section shall apply retroactively to presently-employed non-Group Saginaw School Administrators.

ARTICLE XI

Layoff and Recall Procedures

A. Length of Service Determination

1. The "amount of service" or "length of service" in a classification shall be defined as the amount of time worked in the classification while employed by the district, in a regular administrative capacity, computed in semester units from the employee's last date of hire with the District.
2. In the event a person does not work an entire semester in a classification, the individual will be given credit for the semester only if he/she works on half or more of the semester. Time spent on layoff or any leave of absence shall not count as time worked. However, a person who is transferred or elects to transfer to a Cabinet position shall continue to accrue length of service in the immediate classification from which he/she transferred.
3. Breaks in service due to retirement, termination, and/or resignation shall be considered as a total and complete severance of employment with the District and in the event of the administrator's return to employment, his/her length of service status shall be that of a new employee. In the event of a layoff, seniority retention is as spelled out in Section C.3. of this Article.
4. The "total amount of service" or "total length of service" as an administrator shall be defined as the amount of time worked (measured in semester units) in an administrator/supervisor capacity dating from the first day of work in such capacity in a position covered in the "Administrator and Supervisor Personnel Salary Schedule." Semester units shall be as determined as in sub-sections A.1. and 2. above.

B. Reduction in Staff

1. For purposes of this Article, the following classifications are hereby recognized:
 - a.) Elementary Building Principals, K-8 School Principals, Vice Principals
 - b.) Secondary Building Principals
 - c.) Secondary Assistant Building Principals
 - d.) Central Office and All Others

2. The Board, acting through its designee, the Superintendent, will consult with the "group" prior to finalizing any plan which would result in a curtailment of program or a reduction of administrative staff.
3. When the Board determines that a reduction in the number of employees and/or a classification covered by this agreement is necessary for financial reasons, declining enrollment, school closings, or for any other administrative reason, the reductions shall take place within a respective classification, according to the following provisions:

a.) Elementary Education

In the event of a reduction of staff, the Board shall make every attempt to lay off those elementary principals with the least amount of service as elementary principals. In the event of a tie in the amount of service, the Board shall consider the factors listed in sub-section c. of this section, it being understood that the final decision in this regard resides with the Board. Any available openings shall be posted and the present staff will be allowed to express transfer preferences. The desires and wishes of the individual(s) requesting a transfer will be considered but it is understood that the Board, acting through its designee, the Superintendent, retains the right to consider all such requests and to make any necessary involuntary transfers, within the elementary principal ranks, on the basis of the overall educational needs of the District.

b.) Secondary Education

In the event of a reduction of staff, the Board shall make every attempt to lay off those secondary principals and/or those secondary assistant principals with the least amount of service within their respective classification(s). In the event of a tie in the amount of service, the Board shall consider the factors listed in sub-section c. of this section, it being understood that the final decision in this regard resides with the Board. Any available openings shall be posted and the present staff will be allowed to express transfer preferences. The desires and wishes of the individual(s) requesting a transfer will be considered, but it is understood that the Board, acting through its designee, the Superintendent, retains the right to consider all such requests and to make any necessary involuntary transfers, within the respective classifications of secondary principal and secondary assistant principal, on the basis of the overall educational needs of the District.

For purposes of this section, secondary principals and secondary assistant principals shall be treated as two separate classifications.

c.) Central Office and All Others

The Board agrees to consider the relative length of service of individuals when planning necessary reductions in staff; however, it is understood that the overall educational needs of the District shall first be considered when making any reduction(s) or in any elimination of program(s) or position(s) within this classification.

The Board will attempt, within the classification category, and insofar as it is able, to place individual(s) whose position(s) have been eliminated into another administrative position presently occupied by a less senior person to the extent that their experience, evaluations, certifications, qualifications, ability, and academic training allow.

4. It is agreed that the skills necessary to operate the District will be retained and that no application of this procedure shall in any manner compel the School District to retain or recall any person in any position for which he/she cannot perform all the duties and meet all the requirements of the position category.
 5. Recall will be in the reverse order of reduction but recall rights will not extend beyond a period of time equal to the employee's term of employment as an administrator/supervisor in the City of Saginaw Public School System.
 6. The prerogative of the Board to lay off members of the "Group," i.e. the employees referenced in this Agreement, as provided for in this Article, supersedes any right to a second year of employment as an administrator/supervisor which may be granted by the contract, in particular, in Article IV., Section A., and in Appendix B, Administrative Contract. Two (2) year individual contracts shall revert to one (1) year contracts for those administrators who are affected by layoffs because of economic conditions, a contracting student population, or other administrative reasons.
- C. Recall - Following the application of the above-cited reorganization and/or transfer provisions, recall will be implemented according to the below-cited provisions:
1. Assignment to a position declared available and vacant by the Superintendent or his/her designee shall be on the basis of total Length-of-Service Credit, per the provisions of Section A.,4., above. Recall assignment shall be to an available and vacant position and/or program within a classification in which the administrator/supervisor has served in a previous capacity, provided he/she is qualified and provided the total length of service credit entitles the person. It is understood that the designation of the specific position assignment(s) as a result of all recall assignments is at the discretion of the Superintendent or his/her designee. In the event an administrator/supervisor has acquired length of service credit in more than one classification, where there are vacancies, the Superintendent shall have the option of determining to which of the classifications the employee is recalled.

2. In the event of recall assignment, it is understood that the pay, benefits, and work year levels shall be as determined by the appropriate listing of the position within a particular class, per Article IX. That is, an assignment by virtue of recall shall not constitute an involuntary transfer.
3. An individual's recall rights will not extend beyond a period of time equal to the employee's term of employment as an administrator/supervisor. Said duration of recall right shall be limited to the particular classification(s) in which the administrator has served and subject to the remaining provisions of this Section. An employee shall, upon his/her being recalled, be credited with the seniority status which he/she possessed at the time of layoff.

4. Recall - Limitations on

The parties agree an employee's eligibility for recall shall immediately terminate and all length-of-service rights shall be severed if he/she:

- a.) Accepts any full-time employment that is comparable or similar to his/her former position, provided, however, that a judgment as to a "comparable" and/or "similar" position shall be made on a case-by-case basis and provided further that prior to such a determination an opportunity shall be provided for representatives of the group to be consulted.
- b.) Resigns, or his/her employment by the Board is otherwise terminated, or
- c.) Fails to report and/or be available to commence working as per the conditions of the Board's recall notice, i.e. if an administrator/supervisor fails to accept an offer of re-employment in a Group position for which he/she is judged qualified, unless temporarily ill, within fifteen (15) days from date of receipt of notification, the Administrator shall have no further rights of reinstatement.
- d.) The Board's notice of recall shall be transmitted by certified mail to the employee's most recent address on file with the Board. Employees are responsible for keeping the Board informed of their current address.

- D. In applying the word "qualified" or "qualifications" for purposes of the provisions of this Article, the following factors shall be utilized: experience, evaluations, certification(s), qualifications, ability and academic training.

ARTICLE XII

Board Rights

- A. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the Laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by other provisions of this Agreement.
- B. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or his/her designee.

ARTICLE XIII

Separability and Saving Clause

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Furthermore, the parties agree that either party, upon notice to the other, may reopen for negotiation the invalidated portion of the Agreement.

ARTICLE XIV

Recognition - Duration of the Agreement

The preceding agreement was approved by the Board of Education acting in session on September 15, 2004, and is carried as part of the minutes of said Board meeting. Said agreement is to be in effect for a period of two years, extending from July 1, 2004, through June 30, 2006.

By: Beverly J. Yanca, President
Saginaw Board of Education

The Saginaw School Administrators' Group

APPENDIX A

The Saginaw School Administrators Group is a body duly authorized by vote of its three constituent groups; the Saginaw Elementary School Principals' Association and the Saginaw Secondary School Principals' Association, (formerly known as the Elementary and Secondary Building-Level Administrators) and the Educational Management Association.* It has as its express purpose the preparation, negotiation, and ongoing maintenance of an administrative agreement through an executive committee comprised of a chairperson and one member from each of the three sections of the Group.

It is understood that the representatives serving in an adjunct capacity on the Superintendent's Executive Staff, as defined in Article II, shall remain as members of the Group while serving in such capacity.

* The Educational Management Association includes all supervisory personnel categorized on the Administrative and Supervisory Personnel Salary Schedule with the exception of administrators on the Superintendent's Executive Staff.

Appendix B

ADMINISTRATIVE CONTRACT

This contract made the _____ day of _____ between the Board of Education of the School District of the City of Saginaw, Michigan (hereinafter called the Board), and _____ (hereinafter called the Administrator)

WITNESSETH: Said Administrator, being properly qualified in the State of Michigan, hereby contracts with said Board for the period commencing _____ and ending _____. For and in consideration of such services for the school year _____, the Board will pay to said Administrator the sum of \$ _____.

Said Administrator shall annually, hereafter, for the period of this contract, receive a supplement stating assignment, number of assigned working months and salary for the ensuing year.

This contract between the Board and said Administrator is subject to the following additional terms and considerations:

1. Assignment for the _____ school year _____
2. Number of assigned working months for the school year _____
3. Sick leave shall be allowed according to the policies of this Board with respect to such leave for faculty personnel.
4. Said Administrator shall be eligible only for tenure as a teacher in the District, as granted by Michigan law, but shall not have tenure in any administrative capacity.
5. In the performance of his duties, said Administrator shall be responsible to the Superintendent of Schools, or an agent designated by him.
6. This agreement may be terminated by the School District without liability hereunder for salary, fringe benefits, or the like in the event the administrator is laid off due to a reduction in personnel..

The services of said Administrator shall be in accordance with the General School Laws of the State of Michigan and the policies of the Board of Education of this District.

This appointment, in accordance with the conditions stated herein, must be accepted by signing and returning the original and one copy within fifteen (15) days to the office of the Superintendent of Schools.

Board of Education
School District of the City of Saginaw

Signature of Administrator

Date

Superintendent of Schools Date

Return ORIGINAL to the Human Resources Department, Board of Education Bldg., 550 Millard Street, Saginaw, Mich. 48607. Administrator should retain the COPY.

APPENDIX C

ADMINISTRATIVE CONTRACT – PROBATIONARY

This contract made the _____ day of _____ between the Board of Education of the School District of the City of Saginaw, Michigan (hereinafter called the Board), and _____ (hereinafter called the Administrator)

WITNESSETH: Said Administrator, being properly qualified in the State of Michigan, hereby contracts with said Board for the period commencing _____ and ending _____. For and in consideration of such services for the school year _____, the Board will pay to said Administrator the sum of \$ _____.

This contract between the Board and said Administrator is subject to the following additional terms and considerations:

1. Assignment for the _____ school year _____
2. Number of assigned working months for the school year _____
3. Sick leave shall be allowed according to the policies of this Board with respect to such leave for faculty personnel.
4. Said Administrator shall be eligible only for tenure as a teacher in the District, as granted by Michigan law, but shall not have tenure in any administrative capacity.
5. In the performance of his duties, said Administrator shall be responsible to the Superintendent of Schools, or an agent designated by him.
6. This Agreement may be terminated by the School District without liability hereunder for salary, fringe benefits, or the like in the event the administrator is laid off for any reason whatsoever, is transferred to a non-administrative position, or is terminated from employment for any reason whatsoever, subject only to applicable provisions of law.

The services of said Administrator shall be in accordance with the General School Laws of the State of Michigan and the policies of the Board of Education of this District.

This appointment, in accordance with the conditions stated herein, must be accepted by signing and returning the original and one copy within fifteen (15) days to the office of the Superintendent of Schools.

Board of Education
School District of the City of Saginaw

Signature of Administrator

Date

Superintendent of Schools Date

Return ORIGINAL to the Human Resources Department, Board of Education Bldg., 550 Millard Street, Saginaw, Mich. 48607. Administrator should retain the COPY.

Appendix D - Memos of Understanding

1. **Health Insurance** - If subsequent to ratification of this agreement, a law is enacted which required the Board to pay for a fund or a state or national health insurance system to provide, in whole or in part, the same or similar health benefits to those already provided under this agreement, then the health benefits provided under this agreement shall be considered as a substitution for any provisions for similar benefits provided under such law. If any benefits of a similar nature to those provided under this agreement are required by law and the benefits provided under this agreement are not considered in substitute therefore, the Board shall, at its option, have the right to either reduce the benefits under this Agreement by the amount of such benefit provided under such law (provided the overall benefit level provided employees will not be reduced) or the Board shall have the right to reopen this Agreement solely on the issue of reducing health benefits so that the Board is not required to pay for the same or similar benefits.
2. **FMLA** - In accordance with the Family and Medical Leave Act policy of the District, employees with twelve (12) months' LOS who have worked 1250 hours during the previous twelve (12) months will be granted leave in conformance with the Act. An employee unable to return to work after the twelve (12) work week period credited to the FMLA shall be eligible to continue parenting leave. FMLA leave requests must be made thirty (30) days, if practicable, in advance and FMLA job restoration rights cease after twelve (12) work weeks of FMLA leave in a twelve (12) month period. FMLA leave necessitated by a serious health condition must be supported by medical certification and the Board may require the opinion of a second health care provider. Medical, dental and visual insurance continues during FMLA.
3. **Work Year** - New Administrators

The required work year for new administrators only, newly-hired and paid on the Administrative and Supervisory Pay Schedule and effective as of July 1, 1998, shall, during their first complete calendar year of administrative service, be as noted below.

Non-Building Level

- | | | |
|-----|--------------------|-----|
| a.) | Twelve (12) Months | 239 |
|-----|--------------------|-----|

Also ten (10) administrative trainings/in-service of three (3) hours duration per year, or the equivalent.

- | | | |
|-----|----------------------------------|-----|
| b.) | Ten and one-half (10-1/2) months | 211 |
|-----|----------------------------------|-----|

Building Level

- | | | |
|-----|--------------------------------|-----|
| a.) | Secondary Assistant Principals | 211 |
|-----|--------------------------------|-----|

b.)	Elementary Principals K-8 School Principals Vice Principals - High Schools	220
c.)	Middle School Principals Saginaw Arts and Science Academy Ruben Daniels Community School	224
d.)	High School Principals	234

4. **Administrative Commitment to the Four District-Wide Goals.**

The Administrative team is committed to enhancing and promoting the Board-approved District-wide goals.