



Michigan Association of
Secondary School Principals



MEMSPA
MICHIGAN ELEMENTARY & MIDDLE
SCHOOL PRINCIPALS ASSOCIATION

Building Administrator Contract Guide

A Guide to Fair and Legal Language
for Building Level Administrators

Developed by The Michigan Association of Secondary School Principals

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ADVANCING LEARNING THROUGH EDUCATIONAL LEADERSHIP

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MASSP will maintain an actively updated version of this Contract Guide on its website – please be aware that this copy is subject to change.

INTRODUCTION

Thank you for being a building administrator! Most likely you served as a teacher, then wanted additional challenges, opportunities, and the ability to make a greater impact on more students and staff. Being a building leader is not an easy job, and it is easy to get wrapped up in the day-to-day responsibilities that you face. Consequently, taking care of yourself, too often, gets moved down on your list of priorities.

One of the most important areas that can be put aside, is when it comes to your employment contract with the district. If you were a member of your district's teacher bargaining team, or have been an administrator previously, then you may have some experience reviewing or negotiating contracts. For too many principals, though, it is not unusual to be handed a contract, do a quick review, sign the agreement, and deal with any related issues down the road.

The purpose of this document is to help you deeply examine your contract and be more proactive in ensuring that you have a fair and quality agreement.

- What is actually in the contract?
- What is missing in the agreement?
- How do I get the wording changed or added?

These are all questions that you should be asking yourself as you review your contract. If you are new in a position, a thorough review of the contract you are being offered, asking for clarification in areas that you might not understand, and requesting that additional language be added or modified, are all steps you should take to ensure that your new contract serves you well for the time that you are in that position. You might even want to have an experienced administrator review the contract with you. So, whether you are new to the position or have several years of experience as a building administrator, this document will be a resource for you as you work to take care of yourself in this important area.

The Michigan Association of Secondary School Principals (MASSP) and Michigan Elementary and Middle School Principals (MEMSPA) associations respect the legal authority and the governance responsibilities of district boards, as well as the executive responsibilities of superintendents. In turn, one of the missions of MASSP and MEMSPA is to work with, and on behalf of, elementary and secondary building administrators to ensure they are treated fairly, legally, and appropriately.

This document presents guidance on issues relating to individual contracts for building principals, assistant principals, deans of students, and athletic directors. It has been reviewed by legal counsel and we are confident that this is a valuable resource for your reference and use. Please note that the examples in this document use the term "Administrator," but your district may use the title of your actual position (e.g., Principal, Assistant Principal, etc.) in contracts. Either is acceptable.

Admittedly, this document is not all-inclusive. It is virtually impossible to cover every piece of contract language that might be in use throughout the State of Michigan. This document is designed to make you aware of language that is/can be used in several important areas that will affect your time as a building

INTRODUCTION *(continued)*

administrator and potentially during your retirement years. Read the language and the explanations closely and compare it to your contract. While the wording might be slightly different, there are key phrases to look for and we have identified those in each section. In addition, if the language is not in your contract and you are interested in seeing if it may be added, know that you are being provided with legally sound and appropriate examples to take into that contract discussion. It is important to note that the examples provided in this document are meant to be used as a guide, as every district has its own history, culture, and expectations for its administrators.

Whatever the norms and expectations are for administrators, be sure that those things are spelled out clearly in your contract since that document is the most enforceable agreement between you and the district. Indeed, most contracts include what's known as an "entire agreement" clause which expressly states that the contract supersedes any other arrangements or understandings between the parties. In other words, any handshake deals or special arrangements you have with the district or your direct supervisor should be put in writing and included in the contract if you want them to be enforceable.

MASSP, in partnership with MEMSPA, is proud to provide this resource for our members and we welcome any related feedback administrators have to offer. In our profession, change is a given and we will continue to update this document as new laws, requirements, and policies are added, removed and/or changed. In addition, if there is language you would like to see added to this document, please contact MASSP at 517.327.5315 or email info@massp.com. Continued best wishes and again, thank you for being a building administrator and for all that you do for the students in your district.

BARGAINING YOUR CONTRACT

State law authorizes district boards of education to hire administrators by entering into written employment agreements/contracts. This contract determines the conditions of your employment with the school district. It defines your salary and employment benefits, the term of your employment, and the method by which your contract is considered for renewal, as well as how the district can terminate your employment. The commitments contained in your contract provide the only legally enforceable job security you have as an administrator, so it is imperative that you thoroughly understand what is and what is not in the agreement. Make sure that you retain an easily accessible, current, signed copy of your employment contract at all times, and that you fully understand the nuances of the language.

Bargaining As An Individual

It is not unusual that a building administrator receives their contract and, except for salary changes and an annual renewal, the rest of the language provided stays the same in that contract until the administrator discontinues employment with the district. While it is imperative that the language provided in this document is included in a contract, for many reasons, the agreement might be lacking one or more of the sections. If this is the case for you, you might want to consider sitting down with a representative from the human resources department in your district or with your superintendent to discuss your contract. You should be well informed about the contract topics that you are going to discuss, the rationale for why you want to see contract language added, deleted, or modified, and legally sound and appropriate examples of such language. While no single party can unilaterally modify the contract, the Administrator and the district can mutually agree to change its terms.

Bargaining as a Group

In some school districts, building administrators are formally recognized as a bargaining unit and negotiate their terms and conditions of employment collectively with the superintendent/board of education. The [Public Employment Relations Act](#) guarantees this right and if this action is being considered in your current district, make sure that the group carefully examines the advantages and disadvantages of this approach. Effective and fair bargaining can be difficult even in the highest performing districts. A bargaining group of administrators can speak with one voice, which may help ensure that the superintendent and the members of the board of education clearly and consistently hear the issues that are affecting administrators. In this situation the group of administrators elects officers to bargain and provide representation. However, it is possible that one size does not fit all, and based on many factors, it might be more advantageous to enter into contract negotiations as an individual. Again, this is a district-by-district choice and there are many factors that will make a bargaining unit successful, or not, in each and every district around the state.

Please note that one option for administrators is to form a district-wide administrative bargaining unit that is known as an “association” (e.g. The Bell River Administrator Association).

BARGAINING YOUR CONTRACT *(continued)*

This type of group does not have any formal relationship with a certified union (e.g. AFL-CIO, Teamsters, etc.), but has all the same rights, protections, and obligations as a union with regard to collective bargaining.

Sample language where administrators have formed an “association” or an organized bargaining unit.

Association Recognition

The Employer recognizes the Association as the exclusive bargaining representative as determined by the Michigan Employment Relations Commission Certification of Representative for Case No. R70-C100 dated May 20, 1970, and as defined in Section 11 of Act 379, Public Acts of 1965, as amended, in the unit for bargaining certified by the State of Michigan Employment Relations Commission for all principals, assistant principals, high district deans, assistant to the principal, department heads, and employees classified as coordinator A and coordinator B, employed by the Board.

Another option is for the district administrators to form a formal relationship with a statewide or national union similar to the way teachers and other district bargaining units typically organize. This can offer additional formal structure and support for a bargaining unit, but may come with additional financial costs such as dues payments.

Definitions

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

- A. “District” shall mean the [local education agency, intermediate district, public school academy, private, denominational, parochial, independent and virtual district.]
- B. “Union” shall mean [e.g. Teamsters Local 214, etc.].
- C. “Administrator” shall mean any member of the bargaining unit.
- D. “Superintendent” shall mean the [Superintendent, Head of School, Chief Executive Officer, President] or their designee.

If there is an administrator association in a district, it is likely that there will be some related language to clarify those rights.

Association Rights

For purposes of holding Association meetings and conducting Association business, the Association shall have the right of reasonable use of district buildings, facilities, and

BARGAINING YOUR CONTRACT *(continued)*

equipment when scheduled through prescribed channels and with notification of such scheduled use forwarded to Human Resources.

1. The Association will reimburse the Employer for the actual cost of any (1) district supplies used and (2) extra maintenance services that may be required.
2. The Association shall be permitted reasonable use of inter district mail service for communicating with the Employer. Copies of all Association materials delivered through the Employer's interdistrict mail delivery will be forwarded to Human Resources.
3. No Association business shall be conducted on district property during working hours as scheduled for bargaining unit employees. A scheduled lunch break shall not be considered "working hours."
4. At the beginning of each contract year, the Employer shall grant the Association up to ten (10) leave days to be used by Association officers or agents of the Association. Use of such days shall be at the discretion of the Association.

Additionally, consistent with Section 71(6) of the Michigan Public School Employees Retirement Act, retirement contributions may be remitted for release time to conduct union business but requires that the district be reimbursed those sums paid to the retirement board. Not more than three (3) officers or agents of the Association will use an Association day on the same date except by mutual agreement of both the Association and the Employer. Not more than one (1) administrator per each secondary district shall be absent for Association business on the same date. The Association agrees to provide written notification in advance when requesting such Association leave days. The Association will reimburse the Employer for the cost of any substitute required by the Employer.

5. The Association shall be provided annually, upon request, copies of individual contracts as issued to bargaining unit employees.
6. Individual administrator contracts will be at least two (2) years in length except that individuals hired for a portion of the year may have contracts of less than two (2) full years in length.
7. One (1) year contracts may be given to newly hired administrators, probationary administrators or administrators on a written plan of assistance (see Board Policy on Administrator Evaluation).

There may be language that addresses how the association communicates group concerns to the board of education.

BARGAINING YOUR CONTRACT *(continued)*

Concerns Communication

The Employer encourages the Association to provide written recommendations to the Employer in regard to issues or items of concern to the Association or Association bargaining unit employees. A copy of any Board agenda showing issues or items of concern to the Association or Association bargaining unit employees scheduled for action and the back-up materials will be delivered to the Association's executive board at the time it is made available to the board of education.

If a formal or informal administrator association does not exist, you might want to consider language that would allow you to have an administrator colleague in a potential disciplinary action meeting.

Association Representation

Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where disciplinary action will be discussed or where discipline may be imposed.

Regardless of whether you are bargaining as an individual or collectively as a group, this document provides you with the examples necessary to achieve the goal of a fair and appropriate contract.

TERM/LENGTH OF CONTRACT

An administrator contract typically includes a section in the beginning related to the “Term” or length of the agreement. This is an extremely important section in the contract, especially for administrators who are not bargaining collectively. For an administrator bargaining their contract individually, the contract term defines the period of notice they are afforded in the event of non-renewal. For a collective bargaining agreement, the term identifies when your bargaining unit will next need to negotiate your contract.

Term (Individual Contract)

The ideal term of an individual administrator contract should be three years, the maximum length allowed under statute ([MCL 380.1229](#)). The minimum acceptable term should be two years. The rationale behind this time period is that if, for whatever reason, the board of education makes a decision in the spring of the first year of the contract to not extend the agreement by another year, the administrator will have a full year (or two full years, if the contract is for three years) to either have the board reconsider an extension, or for the administrator to pursue other employment opportunities. If the term of an administrator's contract is only one year and it is not extended, that administrator is afforded only a brief period of time to consider their future options within or outside of the district. Here is a version of this language that will be near the beginning of the contract:

Term (Individual Contract)

The (district) Board of Education agrees to employ the Administrator for a period of three (or two) years from July 1 of 20xx through June 30, 20xx.

NOTE: Sample language regarding renewal, extension and termination provisions will be provided later in this document.

IMPORTANT NOTE: The fiscal year for your district is July 1 to June 30, and typically the compensation is provided in 26 equal installments spread out throughout the year. However, the work of a district administrator is not spread in equal installments throughout the year, with many building administrators enjoying contracted, unpaid leave time in July but receiving a paycheck during that time with the presumption that they will be working the rest of the district year. However, if for some reason you leave the district early in the fiscal year (i.e. in the fall), it is very possible that you will be required to return some of the compensation you have already received based on your work calendar. This often takes administrators by surprise and results in the administrator being required to “pay back” some of the money that they have already received. If you find yourself in this situation, make sure to talk with someone in the district payroll department to determine whether the timing will impact you.

Term (Collectively Bargained Contracts)

The term of a collectively bargained contract (also known as a collective bargaining agreement or CBA) is going to have a different meaning than the Term of an individual contract. Rather than dictating the

TERM/LENGTH OF CONTRACT *(continued)*

length of an individual administrator's term of employment, the term of a CBA will refer to how long that contract will remain in place before it expires and needs to be renegotiated with the bargaining unit, or extended.

However, a CBA can still have language related to notice of non-renewal, term of service for individual administrators, or similar provisions to provide administrators with time to address concerns or find new employment should a challenge arise.

Probationary Period

In many contracts, language regarding a “probationary period” for the administrator is included. It is critical that the administrator is fully aware of, and understands, all of the factors of this probationary period prior to signing the agreement. Be aware that if there is language which covers at-will termination, it is very concerning and an issue that needs to be raised with the superintendent/board of education. It is highly advisable that any language related to this type of termination (e.g. at-will, without cause, sole discretion, arbitrary and capricious, etc.) be removed from the contract. The example below contains both favorable and unfavorable terms.

Probationary Period

The District shall comply with applicable due process procedures as prescribed under the Michigan Administrative Due Process Act, MCL 380.1229 and the Michigan Revised School Code, MCL 380.1249. All administrators shall receive a two-year probationary contract upon initial employment in the school district. Following the completion of a successful probationary period, the administrator shall be recommended for a contract extension that coincides with the other administrative contracts approved by the Board. Thereafter, the administrator shall be recommended for a two-year contract renewable annually, unless recommended for nonrenewal. Nothing in this paragraph precludes the school district from offering individual administrators contracts of a shorter duration at the Board's sole discretion. No administrator shall acquire tenure in any capacity other than as a classroom teacher.

Note: Tenured teachers who become administrators within the same district they were employed as teachers, retain their tenure status. Consequently, if the administrator is non-renewed from their administrative position, the district shall reinstate them as a classroom teacher

Effective upon the ratification of this agreement, each employee who has been assigned to the same classification as an administrator in the District for two (2) years, will have a two (2) year rolling contract. A two (2) year probationary period shall be served by an employee when they are first permanently assigned to a classification covered by this agreement. The Association agrees that the Board has the unconditional right to terminate one (1) and two

TERM/LENGTH OF CONTRACT *(continued)*

(2) year probationary employees. It is agreed by the parties that no employee shall acquire tenure in any position covered by this Agreement.

ASSIGNMENT

Establishing ratios for students/administrators is a good way to ensure that buildings will be staffed properly to meet the needs of the school community.

The Board of Education will maintain a minimum ratio of Building Administrators to students of one (1) administrator per four hundred and twenty (420) students.

The following should be considered a guide for the placement of these Building Administrators, however, it is recognized that there may be deviations from this guide:

School Building Administrators (Excluding Community Education) **Elementary** One (1) principal for each building.

Elementary Principal Student Supervision Factor

At any time, the Association and Board may request discussion regarding additional supervision of elementary buildings. When enrollment reaches 500 students, there will be discussion between the Association and Board. Criteria will be established to include, but not be limited to the number of probationary employees, number of special programs, and number of at-risk students.

When student enrollment reaches 525, the principal will receive an additional index factor of .025. If the index factor is granted, no assistant principal will be assigned.

Secondary

One (1) principal for each building.

A minimum of one (1) assistant principal for each middle school.

A minimum of two (2) assistant principals for each high school.

Three (3) assistants when the enrollment is 1,200 students or more. Four (4) assistants when the enrollment is 2,000 to 2,500 students.

Provided the district chooses to offer a summer district program, the supervision will be provided by an Association member. One administrator will be assigned to grade K-5 supervision and one administrator will be assigned to grade 6-12 supervision.

The administrative positions will be posted on alternate years and will be held by the member for a two year cycle. A two year position may be split by two members at the mutual agreement of the members and the Associate Superintendent of Instruction.

The criteria may include: previous summer district administration and grade level

ASSIGNMENT *(continued)*

administrative experience.

In any building that students are housed in two (2) full shifts the District will provide administrators for each shift in the ratios stated above.

If the Board of Education cannot maintain this ratio due to financial conditions, the Board of Education will meet with the Association to discuss.

In districts where there are many administrators employed, there may be language that addresses seniority. This is especially true if your contract is collectively bargained since seniority can be used as a determining factor in layoffs, either as a primary consideration or a tiebreaking factor between two otherwise equivalent administrators.

Seniority

Bargaining unit seniority shall be defined as the period of employment commencing with their most recent date of hire in the bargaining unit, including any previously frozen seniority in the bargaining unit.

Employees who are hired on the same date [or hiring period] shall be placed on the seniority list by draw [or chronological order of last four digits of social security number].

No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, or unpaid leaves of absence less than thirty (30) days. Seniority shall continue to accrue during absences from the District due to Family and Medical Leave Act (FMLA) leave, or involuntary military service.

Non-bargaining unit employees filling interim positions within the bargaining unit shall not accrue seniority during the interim appointment.

Seniority When Outside the Bargaining Unit. Bargaining Unit employees who accept a non-bargaining unit position within the District shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority while working in a non-bargaining unit position.

Seniority List. After successfully completing their probationary period, an employee shall be placed on the seniority list as of their date of hire. An up-to-date seniority list shall be prepared by the Employer and presented to the Union in November of each year and in the event of layoff. The seniority listing will be ordered by seniority date within the unit.

Recall. In the event of a layoff, an employee, so laid off, shall be given ten (10) working

ASSIGNMENT *(continued)*

days' notice of recall to work, mailed to the bargaining unit member's last known address by certified mail. In the event the employee fails to make themselves available for work at the end of the ten (10) working days, the bargaining unit member shall lose all seniority rights under this agreement.

Loss of Seniority. An employee shall lose their seniority for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged and it is not overturned upon appeal.
- C. The employee does not report for work upon notice of recall by certified mail to their last known address within ten (10) working days.
- D. The employee has been on a long-term disability (LTD) leave for two (2) years; or
- E. The employee has been on layoff status for three (3) years.
- F. The employee fails to report for work for three consecutive days without notifying the employer.

In some districts, administrative interns are utilized to create an administrator pipeline. This can happen when there is a need for additional administrative responsibilities (e.g. an increase in enrollment, an administrator out on leave, etc.), but the district is not interested in adding a full-time administrator. An administrative intern can help fill the gap and increase the administrative capacity in these situations.

Administrative Intern Language

From time to time the Board of Education may employ an Administrative Intern. If an Administrative Intern is employed the position will be placed in the [Name of District] Administrators Association. The Administrative Intern will be employed for only one (1) year and the position will be 10 1/2 months. The Administrative Intern will not gain seniority in the Administrators Association. The individual employed will receive their normal Education Association salary plus a stipend of \$4,500 for the first year and if the individual remains as an intern for a second year, the stipend will increase to \$5,500. The total salary plus stipend shall not exceed the salary of a middle district assistant principal at Step 1. If the intern is hired as an assistant principal in the second year, they will be placed on Step 2 of the salary schedule.

COMPENSATION

This section of the contract outlines the amount of your base salary and typically, the timing for the payment of that compensation. It is standard that the salary that is identified will be solely for the first year of the contract. On occasion, the amount for each year of the contract is listed as well. In addition, there might be language regarding steps (if there is a salary schedule in your contract) or other compensation related information in this section. Of course, it is important that you are comfortable with the salary, especially if this is your first year in a new position.

NEGOTIATOR'S NOTE: If your district does not have a salary schedule, the amount that is set in the first year will most likely serve as your “base salary” and will be the amount that will be used if/when you are provided with a percentage-based increase in subsequent years. Pay particular attention to the salary range that was provided in the job posting and make an appropriate case to ensure that you are at the higher end of that range if possible. While it can happen, significant salary increases beyond that base in any given year can be difficult to obtain.

Compensation

The [Name of District] Board of Education agrees to pay the Administrator a salary of \$xxx,xxx to be paid in twenty-six (26) equal installments on the basis of a fifty-two (52) week work year (July 1-June 30).

IMPORTANT NOTE: Please note that the fiscal year for your district is July 1 to June 30, and typically the compensation is provided in 26 equal installments spread out throughout the year. However, the work of a district administrator is not spread in equal installments throughout the year, with many building administrators enjoying contracted, unpaid leave time in July but receiving a paycheck during that time with the presumption that they will be working the rest of the district year. However, if for some reason you leave the district early in the fiscal year (i.e. in the fall), it is very possible that you will be required to return some of the compensation you have already received based on your work calendar. This often takes administrators by surprise and results in the administrator being required to “pay back” some of the money they have already received. If you find yourself in this situation, make sure to talk with someone in the district payroll department to determine whether the timing will impact you.

This language ensures that the salary is not reduced in the second year of the contract.

Compensation

The annual salary for the Administrator shall be \$xxx,xxx during the first (1st) year of employment under this contract. The annual salary in the second (2nd) year of employment under this contract, and for each successive year thereafter, shall be determined by the Board of Education, but shall be no less than the annual salary for the first (1st) year of the

COMPENSATION (continued)

contract. All such salary shall be payable in twenty-six (26) equal installments annually.

In some contracts, there might be language that ties the increase of compensation for administrators to the percentage increase that is bargained with the teachers' union. Please note that it is common for collective bargaining to continue beyond July 1 which is the beginning of the new fiscal year for your contract. In that case, the pay increase should be made adjustable retroactively to July 1, as shown below.

If you have a contract that meets this arrangement, it is important to include the following language since your salary might already be set prior to the conclusion of a contract settlement with the teachers' union.

Salary Adjustment

The Administrator's salary shall be increased to reflect the percentage increase paid annually to the District's certified staff. Therefore, the salary provided for in this contract may be adjusted retroactively after July 1, in accordance with the teachers' collective bargaining agreement.

Sample Salary Schedules

Sample Large School Salary Schedule (Class A)

Salary/Merit Pay

Effective July 1, 2022, the salary schedule will increase one percent (1%) from the 2021-22 salary schedule. Those who received an "effective" or "highly effective" rating on their prior year end evaluation and are eligible to move on the salary schedule will advance one step. All Administrators will receive an additional contractual payment equal to one percent (1%) of their 2022-23 salary. Those Administrators who did not move a step due to being already at the top step of the salary schedule in 2021-22, will receive an additional \$1000 additional pay for the 2022-23 contractual year.

Salaries for those Administrators whose effectiveness rating was "minimally effective" or "ineffective" shall be frozen at the prior year's salary.

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
High School Principal	\$124,502	\$126,505	\$128,507	\$130,444	\$132,380	\$134,316	\$136,249	\$138,387	\$140,523
Middle School Principal	\$115,022	\$116,890	\$118,760	\$120,629	\$122,498	\$124,368	\$126,236	\$128,240	\$130,244

COMPENSATION <i>(continued)</i>									
Virtual Campus/ACE Principal	\$115,022	\$116,890	\$118,760	\$120,629	\$122,498	\$124,368	\$126,236	\$128,240	\$130,244
Elementary Principal	\$105,705	\$107,415	\$109,122	\$110,835	\$112,547	\$114,121	\$115,693	\$117,657	\$119,617
High School AP	\$107,904	\$109,643	\$111,382	\$113,089	\$114,794	\$116,569	\$118,345	\$120,186	\$122,028
Virtual Campus/ACE Academic Advisor	\$100,469	\$102,072	\$103,674	\$105,276	\$106,878	\$108,548	\$110,214	\$111,885	\$113,554
Middle School Assistant Principal	\$100,469	\$102,072	\$103,674	\$105,276	\$106,878	\$108,548	\$110,214	\$111,885	\$113,554
Special Education Supervisor	\$91,353	\$92,927	\$94,501	\$96,074	\$97,647	\$99,254	\$100,860	\$102,467	\$104,074

Sample Midsize School Salary Schedule (Class C)

Salary Schedule

Position	Days	1-2 years	3-4 years	5+ years
Elementary Principal	215	\$102,577	\$105,594	\$108,697
Middle School Principal	220	\$107,378	\$110,557	\$113,812
High School Principal	220	\$110,947	\$114,209	\$117,570
High School AP	210	\$96,993	\$99,485	\$102,785
Middle School AP	210	\$93,426	\$96,175	\$99,005
* Annuity		\$2,726	\$2,726	\$2,726

In most cases, the compensation for the upcoming year is based on a percentage increase on the salary in an administrator's current contract. It is important that you monitor the appropriateness of that salary as well as the amount of the increase on a continual basis. Comparisons of administrators' salaries in the same district, reviewing the salaries of administrators in like districts in the ISD/RESA, and reviewing the salary of administrators in like districts throughout the state, are all ways to gather relevant, comparative data. If you determine that your salary is on the low end of those in other, comparable size, similar student population, etc., districts, then you need to have a conversation with human resources or with your superintendent responsible for that work in your district. Again, we make the point that an appropriate salary for the first year in the administrative position is especially critical for administrators with individually bargained contracts or who do not have a salary schedule because,

COMPENSATION (continued)

while it can happen, significant salary increases beyond that base in any given year can be difficult to obtain.

In some contracts, there are provisions for “additional compensation” and this sample language can be used to provide this opportunity for the administrator who may be asked to work beyond the number of days and/or scope of work indicated in the contract (summer scheduling, weekend responsibilities, bond issue work, etc.).

Additional Compensation.

- 1) Extra Workdays – Extra workdays, as required and as approved in advance by the Superintendent or their designee, shall be compensated by one of the following methods at the discretion of the Superintendent:
 - a) Adjusting the individual Administrator’s work calendar
 - b) Payment at per-diem pay
 - c) Payment of \$49 hour/person worked
 - d) Stipend
 - e) Accrual of Personal Time Off added to current or future years

Additional Compensation:

Administrators will be compensated for certain work done outside of normal daytime work hours. The Administrator will receive an hourly rate beginning when the Administrator takes active supervision of the event and concluding when all students and patrons have vacated the area of activity. The following will be the agreed upon activities that will be eligible for compensation.

COMPENSATION (continued)

- High School and Middle School Level: Athletic events, with the exception of varsity football, will be eligible for the compensation payment stated above. With Superintendent approval, District required after hours events will also be eligible.
- Elementary Level and Non Grade Level Specific: Only events associated with a state or federal grant(s) or those events that are required by the District, and approved by the Superintendent, will be eligible for the compensation payment stated above. The rate of pay shall be \$49 an hour per person worked.
- The total annual (fiscal year) amount of hours to be paid for all Administrators shall not exceed the following:
 - High School - 600 total hours per level

COMPENSATION *(continued)*

- Middle School – 400 total hours per level
- Elementary and Non Grade Level Specific – 300 total hours per level

In the event these level limits are reached, the Association may request additional hours from the Superintendent. The Superintendent's decision will be final.

Another example:

Additional hours beyond the bargaining unit employee's work year may be approved for (by way of illustration but not limitation) opening new buildings or closing buildings, curriculum work, interviewing, scheduling, etc. Additional hours required and/or approved by the Superintendent or designee and worked beyond the work hours and/or years described in subsections ## shall be compensated for, with prior mutual agreement between the employee and their immediate non-bargaining unit supervisor, in one of the following ways:

- a. At the bargaining unit employee's per diem hourly rate.
- b. \$30 per hour.
- c. Personal Time Off as outlined in this contract (see Section ##).
- d. Effective June 1, 20##, principals who oversee programs, including summer district, or lead curriculum, or other district required work beyond normal scope of job responsibilities will be compensated at \$40/hour.

Additional compensation can also be expected for legitimate areas that require the administrator's attention above and beyond the normal job description. These areas can include, but are not limited to: Homeless Liaison, Curriculum Director, District-Wide Assessment Coordinator, Transportation Director, etc. Please note that in order for this additional compensation to be eligible to be included in the Final Average Compensation (FAC) for the purpose of calculating pension benefits, there must be a specific job description for the area which is formally approved by the board of education and it should be included in the administrator's contract.

Merit Compensation is a very appropriate section to have in an administrator's contract. It is currently required by state law ([MCL 380.1250](#)) that teachers and district administrators receive this benefit, and it is an appropriate method to use for the district to increase the total compensation of administrators. For this compensation to be considered as part of the "total compensation" amount for the purpose of calculating pension benefits, the compensation must be related to measurable goals which can/should be included in your annual evaluation.

COMPENSATION *(continued)*

Sample language is as follows:

Merit Compensation.

The Administrator shall receive an annual merit compensation based upon their evaluation and the progress of the goals in that evaluation of up to \$x,xxx if they are rated Highly Effective on their annual evaluation. The Administrator shall receive \$x,xxx (or you can pick another amount and use that for both a highly effective or effective rating). The Administrator shall not receive any bonus if they are rated Minimally Effective or Ineffective in their annual evaluation.

Or ...

Merit Compensation

Effective July 1, 20xx, the salary schedule will increase one percent (1%) from the 20xx-xx salary schedule. Those who received an “effective” or “highly effective” rating on their prior year end evaluation and are eligible to move on the salary schedule will advance one step. All Administrators will receive an additional contractual payment equal to one percent (1%) of their 20xx-xx salary. Those Administrators who did not move a step due to being already at the top step of the salary schedule in 20xx-xx, will receive an additional \$1,000 additional pay for the 20xx-xx contractual year.

Those Administrators whose effectiveness rating was ineffective or minimally effective shall have their compensation frozen at the prior year’s salary.

Many districts will reimburse administrators for coursework above and beyond the masters degree level. In addition, stipends for advanced degrees and specialized training can also be provided. Please note that it is extremely rare that the district will both reimburse for the coursework and then provide an additional salary for the achievement of the advanced degree and/or certification. However, reimbursement/compensation in one of these categories is appropriate and if it is not in the contract, it should be addressed with the superintendent or their designee, or the board of education.

Advanced Degree and/or Certification Course Reimbursement

The Board of Education, believing that continued study by its administrative staff is in effect a method of improving administrative leadership skills and abilities, will aid Administrators financially on credit and modular coursework taken beyond the alternative route to certification or master’s degree. Administrators taking courses at State-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges made by the institution offering the course. Administrators taking courses out-of-state at an accredited institution will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution, but not to exceed one-half (1/2) of the current tuition rate

COMPENSATION *(continued)*

charged by Michigan State University. An Administrator must be in a planned, approved program for advanced degree and/or certification to be reimbursed by the Employer for courses/modules taken, or must be taking courses/modules required to maintain administrative certification. Administrators taking courses/modules not leading to an advanced degree or required to obtain/maintain administrative certification may be reimbursed under this procedure upon prior written approval. If the course/module is not part of an approved program for an advanced degree and/or certification, to gain approval, the administrator must state in writing specific benefits that will be derived from the coursework to be taken. Written requests for approval are to be submitted to Human Resources. The Employer reserves the right, in its sole discretion, to approve or disapprove such requests. To receive reimbursement for coursework, evidence of successful completion of work, along with a receipt for registration fees/tuition must be presented to Human Resources. The transcript of credit/SCECHs and proof of payment will suffice as evidence.

Advanced Degree and/or Alternative Certification Reimbursement

The Board of Education recognizes the value of advanced graduate courses and professional activities in a specialized field as beneficial to the Administrator and the School District. The Board shall reimburse Administrators and supervisors for participation in professional growth activities, as approved by the superintendent. To be eligible for reimbursement, the Administrator must obtain approval from their Central Office supervisor and/or the superintendent prior to registration. Upon providing evidence of successful completion (i.e. official transcripts) of an Education Specialist or Doctorate Degree, an Administrator will be eligible to receive an annual stipend amount as follows:

*Education Specialist \$2,300

*Doctorate \$4,000

This stipend amount will be paid to the Administrator as a lump-sum amount annually in December. An Administrator who previously received tuition reimbursement from the District for completed courses toward such a degree will not be eligible for this stipend. This provision is not meant to cover expenses for local, state, or national conferences that are reimbursed through other funds, but is rather intended to apply to professional growth activities that demand more extensive time commitments from Administrators. This provision is not available to those individuals on sabbatical leave.

Advanced Educational Degrees

A stipend for advanced degree work will be added to each Administrator's contract amount:

- MA + fifteen (15) semester hours \$1,215
- Educational Specialist \$1,515
- Ed.D. or Ph.D. \$1,915

Hours must be those hours taken beyond the Master's degree and must be on the graduate level leading toward a degree in an educational field, must be certified by the university and

COMPENSATION *(continued)*

the Superintendent of Schools or designee.

IMPORTANT NOTE: Take advantage of the benefits of belonging to state and national associations that are in place for building administrators (e.g. MASSP, MEMSPA, NASSP, etc.). Most districts will reimburse the administrator for these memberships.

Membership - Professional Organizations

The Employer shall pay the cost of one membership annually for each administrator to belong to professional organizations (non-union) appropriate to their administrative assignment. Administrators will submit membership requests to the Superintendent or designee, for consideration and approval. The Employer may pay the cost of additional membership (non-union) fees for an administrator (including those related to special assignments) at the sole discretion of the Employer.

Alternate language: The Employer shall pay the cost of one membership annually of the administrator's choosing for each administrator to belong to a professional organization appropriate to their administrative assignment.

Whether they are called workshops, seminars, professional development activities, etc., there most likely will be language that will provide the administrator with reimbursement for these important professional growth activities.

Sample language is as follows:

Workshops/Seminars

An administrator who has the approval of the Superintendent or a designated non-bargaining unit administrator to attend a workshop or seminar on behalf of the school district shall be fully reimbursed for all pre-approved and reasonable costs incurred including registration fees, meals, lodging and travel expenses. Consideration will be given for administrators to attend up to one (1) national conference on a multi-year rotation schedule in accordance with district professional development guidelines for administrators established by the Superintendent and the Association. The Employer reserves the right to limit the amount of pre-approved costs which will be reimbursed.

Longevity pay for administrators is a benefit that is offered in many districts.

COMPENSATION (continued)

Longevity Pay

Longevity pay is provided to recognize years of administrative service. Those administrators with a year end evaluation rating of highly effective or effective shall be credited with one additional year of longevity up to the maximums outlined in the collective bargaining agreement for 20xx/xx, 20xx/xx, and 20xx/xx. The longevity schedule is as follows:

Years.....	Percent
4-7.....	6%
8-11	7%
12-15.....	8%
16-19.....	9%
20+.....	10%

New hires or individuals moving from xx teaching positions to xxxxX positions will be granted year-for-year prior public district principal experience when determining placement on the longevity schedule.

New hires or individuals moving from xx teaching positions toXXXX positions will be granted 50% for each year of prior charter, private, or parochial district experience when determining placement on the longevity schedule.

Or ...

Longevity

If an administrator has reached or will reach their 10th, 15th, or 20th year as an employee in [Name of] School District by September 1, they will receive the following longevity amounts beginning with the start of that fiscal year:

10 years -	\$1,000
15 years -	\$1,500
20 years -	\$2,000

In some districts, there is a retirement incentive that is offered upon the administrator's formal retirement from the state system.

Retirement Incentive

A retiring Administrator with at least ten (10) years of service to [Name of District] Community Schools, a minimum of five (5) years serving as an Administrator, and who is eligible for retirement benefits according to the rules of the Michigan Public School Employees Retirement System (MPERS) will receive the following based on actual years of service to [Name of District] Community Schools.

Years	Amount
10 - 14	\$15,000

COMPENSATION *(continued)*

15 - 19	\$20,000
20 - 24	\$25,000
25+	\$30,000

Eligibility for the Retirement Payment will be premised upon receipt by Human Resources of a written resignation from the Administrator and confirmation in writing of eligibility of retirement from MPSERS and a retirement application.

The Administrator may select one of the following or a combination of the following payment options in order to secure the greatest tax benefit:

- Tax Sheltered Annuity
- One payment during the month of July
- Two payments – one during July and one during January

Retirement pay will be granted at the rate of twenty (20%) percent of the administrator's base pay in effect at the time of retirement, if said person can satisfy all three of the following stipulations:

- a. Has completed a minimum of ten (10) years with [Name of District] School, and
- b. Has accumulated sick leave days equal to or in excess of one half of the maximum authorized (e.g., $150 \times 1/2 = 75$ days or $130 \times 1/2 = 65$ days), and
- c. Qualifies and has received approval to begin drawing retirement benefits within one (1) year under the policy of MPSERS.

The Board of Education shall establish the amount of retirement pay for those administrators who do not meet the requirements of "a" and "b" above as a minimum of \$5,000 {providing they have completed five (5) years as an administrator with the [Name of District] Community Schools}.

To be eligible for retirement pay under Section A, qualifying retiree must file a letter of retirement with Human Resources at least sixty (60) calendar days prior to the expected date of retirement. Persons planning to retire at the end of the school year or during summer vacation must submit a letter of retirement to Human Resources no later than March 15 in the last year in which they are an administrator in order to be eligible for retirement pay. In the event of the death of an administrator, the retirement pay shall be paid to the administrator's beneficiary or estate.

A local district, public district academy or private/parochial district may want to include language in administrator contracts to allow adjustment of an administrator's compensation in the event that the district begins to struggle financially. The trigger for these reductions may vary.

NEGOTIATOR'S NOTE: Administrators should consider whether the trigger and amount of any potential reduction is reasonable, whether the language gives them the option to return to pre-reduction levels after the financial problems are resolved or whether reduced amount forms a new base level of compensation moving forward, whether the notice schedule for reductions will allow

COMPENSATION *(continued)*

administrators time to adjust their personal finances in response to the reductions, and whether administrator pay reductions are consistent with reductions for other district employees, including the superintendent.

Letter of Agreement

This letter of agreement is made and entered into as of the [DATE] by and between the [PRINCIPALS COLLECTIVE BARGAINING UNIT] (the "Association") and the [SCHOOL BOARD] (the "Board").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Continuity of Base Steps of Pay** – Despite any agreement between the parties that principals will take cuts in actual pay during the contract period, the principals' base steps of pay shall remain continuous. This means that principals will continue to accrue base steps of pay, even if their actual pay is reduced.
2. **Return to Actual Step** – At the end of the contract period, principals' actual pay shall be restored to their base step of pay. This means that principals will receive a pay increase equal to the difference between their actual pay and their base step of pay.
3. **Effective Date** – This letter of agreement shall be effective as of the [DATE].
4. **Severability** – If any provision of this letter of agreement is held to be invalid or unenforceable, such provision shall be struck from this letter of agreement and the remaining provisions shall remain in full force and effect.
5. **Entire Agreement** – This letter of agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether written or oral.
6. **Waiver** – No waiver of any provision of this letter of agreement shall be effective unless in writing and signed by both parties.
7. **Notices** – All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested.

Minimum Board of Education Fund Balance

It is expressly agreed upon that in the event the Board of Education's year end audited fund balance drops below xx% in any given year, the Board of Education reserves the right to make unilateral reductions in total compensation effective the succeeding January 1st of the given year so long as the reduction made under this handbook is consistent with the percentage reductions required by other bargaining units or classes of employee groups within the District.

COMPENSATION *(continued)*

An early retirement incentive plan provides an option for an administrator to retire from the district/system before the end date of their contract and although it is typically a separate offering that is decided upon by the board of education on a year-to-year basis, sometimes language addressing this offering will appear in an administrator contract. Of course, you need to do a lot of research (financial and otherwise) prior to taking advantage of this benefit.

HEALTH BENEFITS

The language related to medical benefits varies from contract to contract. In some cases, the language will refer to an appendix to the contract or to an administrative handbook. It is not unusual for the language to include that administrators will receive the same benefits as the certified staff and/or other full-time professional staff. At any rate, it is important to review the benefits section of your contract and to fully understand the coverage and your fiscal responsibilities for that coverage, before you sign your agreement.

Here is some sample language that you may see in your contract, but again, this is truly an area where language varies widely from district to district.

Benefits

The [Name of District] Board of Education shall make premium payments on behalf of the Administrators and his/her eligible dependents for the following insurance programs:

- a) Health – the name of the health insurance coverage/package will be indicated here
 - * AD&D – amount
 - * Life Insurance – this is typically term life insurance and the amount is sometimes based on 2x or 3x your salary
 - * Long Term Disability – 66 2/3%
- b) Vision – the name of the vision insurance coverage/package will be indicated here
- c) Dental – the name of the dental insurance coverage/package will be indicated here
- d) Workers Comp.
- e) Other – there may be other areas in which the district provides coverage

Again, it is imperative that you fully understand what is being provided and that those questions are answered by the district or the benefit provider prior to signing the contract. Pay attention to all that is provided in the health insurance plan including areas such as: the amount that you will be responsible for in paying for this coverage, the amount of any deductibles/co-pays, if the plan has in-out of medical provided network provisions, short- and long-term disability coverage, life insurance, etc.

Cash in lieu of health insurance is a situation where an administrator has a spouse who is provided with a family benefit package and in these cases the district often provides this alternative. The purpose of this arrangement is to reduce the district's costs if an employee already has access to a full benefit plan and when another health plan would be redundant. The amount of "cash in lieu of insurance" varies greatly and the employee is typically paid a set amount either per month or annually.

Cash in Lieu of Insurance.

If the Administrator elects to forgo the health insurance package that is provided, they will be entitled to a cash in lieu of insurance amount of \$x,xxx which will be paid on a monthly (or annual) basis.

HEALTH BENEFITS *(continued)*

This standard language that may be in your contract has been provided for the Board of Education by the district's legal counsel. It is for the protection of the district, and it is unlikely that it will impact you during your time of employment. If, for some reason, there is an issue related to this language, it is important to reach out to legal counsel to ensure that the end result is appropriate benefit coverage for you and your family.

Again, it is highly unlikely that this language will affect you, but you should be aware that this language could be included.

The [Name of District] Board of Education shall not be required to remit premiums for any insurance coverages for the Administrator and their 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, and other related matters.

The Administrator is required to ensure completion of all forms and documents needed to receive the above-described insurance coverage. The (district) Board of Education, by remitting the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance coverage.

It is possible that there will be language in the contract that requires a medical/physical examination. It is common for this requirement to be paid for by the district. Please be aware that it is also highly likely that the language will also include a requirement to release the results of the medical examination if there is a question about your capability to perform the essential job functions required by your job description.

IMPORTANT NOTE: Please be sure that language indicating that “any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential” is included. Again, consultation with legal counsel would be necessary if there are concerns about your physical or mental well-being.

Insurance Cap Information

Please note that [Public Act 152 of 2011](#) places limits on how much a public employer (in this case, a district) can pay toward employee health insurance. This law is also commonly referred to as the “80/20, Hard Cap.” The law limits districts to paying either of the following amounts toward their employee's health insurance premiums:

- 1) No more than 80% of the employee's total premium (with the employee required to pay at least 20% of their insurance premium), or
- 2) A set maximum dollar value (a.k.a. a hard cap) that varies by coverage type (i.e. individual, couple, full family). The amount of this cap is set in statute and is adjusted annually by the rate of medical inflation.

HEALTH BENEFITS *(continued)*

A district can meet the requirements of the law by choosing either one and they can also choose to bargain that choice with their employee groups, though they are not required to. By and large, most school districts in Michigan currently choose to impose the hard cap rather than the percentage-based 80/20 limit because it is predictable and encourages employees to choose less expensive health care plans.

NEGOTIATOR'S NOTE: With the recent change in political power in Lansing, there is speculation that the current Democratic majority may seek to amend or repeal this law to allow or require public employers to pay more toward their employees' health care premiums. Under [Article I, section 10](#) of the Michigan Constitution, no new or changed law can affect the terms of an existing contract unless the contract specifically says it is subject to changes in the law. As such, were this law to change, administrators would have to wait until their contract expires or get their district to agree to renegotiate their contract in order for the changes to apply. As such, and given the current political climate, principals should be thoughtful about agreeing to contracts that might limit their ability to take advantage of changes in this law.

ANNUITY

Many districts provide an annuity for administrators. If that is the case, there will be language either in the contract, in an appendix to the contract, or in an administrative handbook.

Here is recommended language that covers a board provided annuity:

Annuity

As part of the Administrator's total compensation, the Board shall make an employer non-elective contribution to a Section 403b tax-sheltered annuity in an amount equal to XX% of the Administrator's annual salary in addition to the Administrator's annual salary.

The timing and the manner of the payment shall be mutually agreed upon by the parties. The Administrator may direct the investment of the contribution amount to the 403b investment providers on the District's approved list.

Here is another example of annuity language:

Annuity

Compensation for the 2021-2024 contract years will occur as follows:

- a. 2021-2022: Step + 2.25% + \$1,300 TSA Payment
- b. 2022-2023: Step + 2.25% + \$1,300 TSA Payment
- c. 2023-2024: Step + 2.25% + \$1,300 TSA Payment

It is most likely that if an annuity is offered, the investment will need to be selected from a list of approved investment companies. If you have an investment company that you are already working with and wish to have your annuity directed to that company, it is fine to request that the district add that firm on their approved list. Many times, the district will be open to adding additional investment firms and that decision would most likely be made in the business office.

The amount of annuity provided by each district (if offered) varies significantly around the state. Typically, contributions range between 4% and 10% of the administrators' base salary. However, gathering this data from your colleagues in surrounding or like size districts will help to ensure that the annuity amount that you are receiving is fair and appropriate.

RESPONSIBILITIES AND/OR OTHER DUTIES

It is critical that an administrator is fully informed about their full responsibilities in this position. It is most likely that there is a formal “job description,” a copy of which needs to be obtained and carefully reviewed prior to the beginning of employment. In addition, it is also possible that there will be contract language which outlines the district’s expectations of the administrator’s performance of these duties.

Duties/Responsibilities

The Administrator is assigned to the position of (name of position) and shall perform the duties of such position as outlined in the job description in a competent and professional manner in accordance with, and in compliance with, all applicable laws, and the policies, regulations and directors of the Board or its authorized representatives. The Administrator shall comply at all times with the qualification and certification requirements established by the State of Michigan. The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator also agrees to faithfully perform those duties assigned by the Board and/or Superintendent and to comply with the directives of the Board and/or Superintendent with respect thereto. Further, the Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board and/or Superintendent to carry out the educational programs and policies of the School District for which they are responsible during the entire term of this Agreement. The Administrator agrees to devote substantially all of their business time, attention and services to the diligent, faithful and competent discharge of their duties of the District, to enhance the operation of the School and agrees to use their best efforts to maintain and improve the quality of programs and services of the School District.

Or ...

Duties/Responsibilities

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator also agrees that they will diligently and competently discharge their duties on behalf of the School District to enhance the operation of the School District and will use their best efforts to maintain and improve the quality of the programs and the services of the School District.

It is important that if similar language is provided in the contract that the language is carefully reviewed and understood prior to the start of work in the district.

RESPONSIBILITIES AND/OR OTHER DUTIES *(continued)*

Although it is not common, here is some language regarding the addition of an administrative mentor. It is an interesting concept and could be a great resource for a building administrator.

Please note the language that is provided addresses a district added mentor.

However, MASSP and MEMSPA, have trained Principal Mentors that can serve in this role and you should speak with your supervisor if you are interested in this type of support.

Administrative Mentor

- A. Superintendent or designee will determine if a mentor is required and select an Administrative Mentor.
- B. Responsibilities:
 - 1. Introduce New Administrator to staff.
 - 2. Attend New Staff Orientation meeting with New Administrator.
 - 3. Assist with daily building responsibilities:
 - a. Budgeting
 - b. Staffing
 - c. Scheduling
 - d. Communication: staff, parent
 - 4. Assist with paper screening, interviews, pre-employment reference process.
 - 5. Help New Administrator to develop yearly goals and objectives.
 - 6. Help New Administrator to develop plan/schedule & procedures for staff evaluation.
 - 7. Review guidance with District Directions (NCA, SBSDM, technology, etc.)
 - 8. Review guidance with Vision, Mission and Guiding Principles.
 - 9. Provide information/monitor professional development activities.
 - 10. Review Employee Handbook/Administrator Handbook.
 - 11. Review District Emergency Plan – procedures for evacuation, etc.
 - 12. Review Board Policy/District Administrative Regulations.
 - 13. Review Legal issues/Special Education/Section 504 Process.
 - 14. Other duties as determined by Superintendent or designee.
- C. Stipend:
 - 1. The stipend will be paid after the Mentor Administrator has submitted a "log" of meetings held with the new Administrator.
 - 2. \$2,000 Stipend for 1st year.
 - 3. \$1,000 Stipend for 2nd year.

HOLIDAYS, VACATION, SICK, PERSONAL LEAVE, AND FAMILY BEREAVEMENT DAYS

Here are some language items that cover some of the regularly addressed categories in contracts related to holidays, vacation days, sick days, etc. Please note that these topics may be covered in the Administrator's contract, an appendix to the contract or an administrative handbook. Regardless of where it is located, provisions for these topics should be outlined in writing to provide appropriate clarification and direction to the Administrator.

Examples of these types of topics and appropriate language are as follows:

Holidays

The District will provide the Administrator with the following paid holidays:

- a) New Year's Day
- b) Martin Luther King Jr. Day
- c) Ramadan
- d) Memorial Day
- e) Juneteenth
- f) July 4
- g) Labor Day
- h) Rosh Hashanah
- i) Yom Kippur
- j) Thanksgiving Day
- k) Day after Thanksgiving
- l) Christmas Eve Day
- m) Christmas Day
- n) New Year's Eve Day
- o) New Year's Day
- p) Days in which the District is not in session for extended breaks (e.g., Fall, Winter and Spring break)

A holiday falling on a Saturday shall be taken on the preceding Friday. A holiday falling on a Sunday shall be taken on the succeeding Monday. If two holidays fall on a consecutive Friday/Saturday or Sunday/Monday, the succeeding Monday or preceding Friday shall be taken to ensure a four-day (Friday, Saturday, Sunday, and Monday) weekend.

In some districts, administrators are required to work some days during the winter/spring break, days district is canceled due to inclement weather/power outage, and/or teacher compensation days, while in others, they will have the entire time off. Typically, this will be spelled out in the Administrator's contract or handbook. Regardless of where, make sure work and non-work days are written out and

HOLIDAYS, VACATION, ETC. *(continued)*

you are clear about days you must report to work, and which days you will not be expected to report to work.

NEGOTIATOR'S NOTE: If your district has financial concerns and any increase in compensation or additional compensation is capped, this could be an opportunity to negotiate additional vacation days as an alternative form of compensation. In this case, if there is a requirement for administrators to work during district breaks, on snow days, or in other similar circumstances, additional time off could be granted to help equalize the lack of a higher increase in pay.

Also make sure to find out the established practice or requirements when it comes to snow days, act of God days, etc. In some districts, administrators are required to report to work during these days even if the teaching staff is not required to do so. However, in other districts, administrators will also enjoy the day off.

Unscheduled Closings

Administrators are expected to be available to perform their duties as assigned on days when the District has unscheduled closings. Administrative attendance on snow days or other inclement weather days is at the discretion of the Administrator. When such days occur and travel to and from the site may not be possible, the Administrator may opt to work remotely. There are unique administrative positions or tasks that may require the Administrator to report to work. Individuals will report when a position has a job responsibility or task that cannot be performed remotely. In such absence, the Administrator will not suffer a reduction in salary, nor will a day be charged to the Administrator's leave bank.

Vacation

The Administrator shall be granted XX days of vacation annually. For the purposes of vacation accrual and use, one (1) day will be comprised of eight (8) hours. Vacation shall be prorated for less than full-time Administrators. Vacation shall be used at a time that will be the least disruptive to the District's operation and the Superintendent or their designee shall be notified when a vacation day(s) is/are going to be taken. Vacation days may be accumulated to a maximum of fifty (50) days for carryover to an ensuing year. The extension of this time period can be extended by the Superintendent at their discretion for appropriate reasons.

The Administrator shall receive payment on a per diem basis for all unused vacation days at the termination of the parties' employment relationship. Such payment will be based on the Administrator's salary as of the date of separation from employment. The amount paid for unused vacation days shall not be included in the Administrator's final compensation for retirement purposes.

HOLIDAYS, VACATION, ETC. *(continued)*

NOTE: It is not unusual for district's to allow the administrator to not report in the month of July. Where this is the case, it is typical that there will be fewer vacation (or leave) days provided during the district year. Whatever the case, it is important to fully understand what is provided to you in this area and also to be aware of the process for documenting these days off or submitting a request for them to be granted.

Please note that while administrators may receive monetary payment in lieu of unused vacation or personal leave time, Section 164a of the State School Aid Act ([MCL 388.1764a](#)) does not allow a district administrator to count such payments for purposes of increasing the administrator's retirement benefits.

Sick Days

If the Administrator is absent from duty on account of personal illness or disability, they shall be allowed full pay for a total of xx sick days per contract year, with up to xx days used for personal business. Unused sick days shall accumulate and carry over from year to year. The Administrator's compensation per accumulated sick leave (there might be a cap of days indicated here) shall be granted upon leaving the district after XX years of service to the District, at a rate of \$XXX (or whatever amount the Board agrees to, including per diem) per day.

Again, the amount of sick days varies greatly from district to district so you might want to determine what is typical in the surrounding or like size district's. It is important that you try to have language included that will allow you to accumulate as many sick days as possible so that you can have paid sick leave until you reach the threshold for short- or long-term disability insurance to provide coverage if a serious illness occurs. The threshold for long-term disability insurance, typically referred to as the elimination period, varies by policy, but is typically around 90 days. Make sure you are clear on the elimination period for your policy and ensure you are able to accrue sufficient sick time to cover that period of time.

Sick Banks

In some districts, there is a "sick bank" for administrators similar to what is provided to many teacher groups throughout the state. If there is not currently a sick bank for administrators and the number of administrators in your district will allow this to be effective, it would be a good idea for the district administrators to provide a sick bank proposal to the Superintendent/Board of Education. Typically, each administrator would contract one or more days of their individual sick or leave days on an annual basis that can be used by an administrator who finds themselves in a situation where the usage of additional sick days is warranted.

HOLIDAYS, VACATION, ETC. *(continued)*

Sick Bank

The Board will cooperate in the operation of a Sick Leave Bank. Any member of the Administrators Association may participate in the bank. The following limitations are established for participation in the Sick Leave Bank.

- A. At the end of each fiscal year (June 30), the unused sick days of all Association members shall be contributed to the Sick Leave Bank each year until the Bank is built to a maximum of five hundred (500) days; however, if the number of days to be donated in one (1) year would cause the Bank to exceed five hundred (500) days, then no donation will be required that year.
- B. Additions will be made to the Bank at the beginning of each fiscal year according to the above limitations.
- C. The first thirty (30) work days of illness or disability will not be covered by the Bank, but must be covered by the Administrator's own accumulated sick leave or absence without pay. To apply for benefits from the Sick Leave Bank, an Administrator must be a member of the Association. While drawing sick leave benefits, an Administrator cannot be receiving any other pay from the [Name of District] Community Schools.
- D. A maximum of one hundred-fifty (150) days each fiscal year can be drawn by an individual from the bank. If an Administrator has been employed with the district for more than three (3) years, if the individual is still out for the same illness at the beginning of the next school year and has exceeded the one hundred-fifty (150) days, they may draw an additional one hundred (100) days for a total not to exceed two hundred-fifty (250) days.
- E. The Sick Bank will be controlled by a committee composed of two (2) Administrators selected by the Association, and two (2) executive administrators selected by the Superintendent, but final authority in regard to the interpretation of this policy shall rest with the Board and is not subject to the grievance procedure.
- F. An Administrator drawing from the Sick Leave Bank will receive 100% of their regular contract pay.
- G. The Board may require any employee to submit to a physical, psychological, or psychiatric examination. If the choice of the examiner is not agreeable to both the Board and the Administrator involved, the Board and the Administrator shall mutually agree to a qualified examiner from a list of three (3) provided by the Board. The cost of this (these) examination(s) will be paid by the Board.
- H. In cases of alleged abuse of the Sick Leave Bank, the Board shall have the right to investigate and take whatever action it deems appropriate.
- I. When an individual stops drawing from the Sick Leave Bank and returns to full-time employment, the individual's personal sick bank will be re-established at the rate of one (1) day per month for the balance of the fiscal year.

HOLIDAYS, VACATION, ETC. (continued)

- J. Administrators who have sick days grandfathered from credits earned in prior years may use those days before they use Sick Leave Bank days.

Personal Business

The Administrator shall be granted three (3) personal business days per calendar year to be used, with the approval of the Superintendent or their designee, to address personal business, including funerals (non-family members), that cannot be scheduled outside the normal work schedule.

Family Bereavement

The Administrator shall, per occurrence, be granted up to xx additional consecutive paid leave days to attend a funeral when death occurs in the immediate family. "Immediate family" shall include the Administrator's spouse, children, stepchildren, siblings, parents, in-law, grandchildren, or other person residing in their household at the time of death.

The number of days for each of these leave categories, as well as the related contract language varies significantly from district to district. You might want to contact your colleagues in like/similar size districts to determine what the averages are for leave days in other districts.

Combining Sick, Vacation, and/or Personal Business Days

It is becoming a growing trend for districts to combine all of the separate types of leave days into one category which is commonly called "Leave Days." This combination provides the administrator with more flexibility when it comes to using leave days and if the combining of these types of days does not result in an overall reduction of time off, it can be a very appropriate option for an administrator. If your district uses this structure, be sure, at a minimum, that you are able to accumulate sufficient leave time to cover the elimination period for your long-term disability insurance policy and be careful drawing down on the pool for vacation or other personal reasons until you have that bank of days.

*In some contracts, the actual amount of work days and the work period will be included.
Here is an example:*

Work Days

<u>Annual Classifications</u>	<u>Work Days</u>	<u>Employment Period</u>
Assistant MS Principal	214	August 1 through June 30
Assistant SHS Principal	214	August 1 through June 30
Coordinator A (11)	214	August 1 through June 30

HOLIDAYS, VACATION, ETC. (continued)

Athletic Director	214	August 1 through June 30
Special Education Supervisor/ Coordinator	214	August 1 through June 30
Alternative School Principal	214	August 1 through June 30
Assistant Elementary Principal	214	August 1 through June 30
Elementary Principal	214	August 1 through June 30
MS Principal	214	August 1 through June 30
HS Principal	227	July 1 through June 30
HS Principal	227	July 1 through June 30

Any employee who is required to work an additional regular work day(s) beyond the number for their classification, set forth above, shall be compensated per diem based on their annual salary.

Most contracts will include some provisions for a variety of types of personal leaves from the district.

General Leave Provisions

The Board of Education shall grant a leave of absence for maternity/paternity or adoption reasons under the following conditions:

Maternity/Paternity

- The Administrator shall submit their request to the Board within 90 days of any anticipated need for maternity/paternity or adoption leave.
- An Administrator may use paid leave days for six work weeks for the care of any newborn or adopted child.
- Administrators have additional unpaid leave days available pursuant to the federal Family and Medical Leave Act of 1993 as amended.

Adoption

- An adoption leave shall be granted by the Board for up to one district year upon request of the Administrator.
- Requests for adoption leaves should be made as soon as the adoption is known to be imminent.

Extension Of Maternity/Paternity, Child-Care, Family-Care Or Adoption Leaves

Any extension of any maternity/paternity, child-care or adoption leave may be granted by the Board.

HOLIDAYS, VACATION, ETC. *(continued)*

Jury Duty

Administrators who are summoned for jury duty must notify their immediate supervisor and Human Resources within twenty-four (24) hours of receipt of such notice. If such administrator then reports for jury duty, they shall be paid an amount equal to the difference between the amount of wages such administrator would otherwise have earned by working that day and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which they report for or perform jury duty and on which they otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for the jury duty pay differential, the administrator must furnish the business office with a written statement from the appropriate public official listing the amount of pay they received and the days they were on jury duty.

Military Leaves

Administrators who have been inducted for military duty in any of the armed forces of the United States shall be granted leaves of absence consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Sabbatical

Up to 5% of the administrative staff may be granted sabbatical leave each fiscal year. Application for such leave must be submitted to the Superintendent by March 1 of the year prior to the sabbatical leave taking effect. Reimbursement while on a sabbatical leave shall be 50% of the salary the individual would have received during the leave. Appropriate guarantees of return, cash bonds and guidelines for the granting of sabbatical leaves will be established by the Employee Services Department and approved by the Board of Education.

Personal Leave

Any Administrator may receive a one district year leave without pay for exceptional reasons. The Administrator shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the district year. Approval must be granted by the Superintendent of Schools and Board of Education.

Education Advancement Leave

- The Board of Education may grant any Administrator up to one year's leave without pay for the purpose of continuing education and/or traveling to broaden an Administrator's professional background. The Board of Education may grant approval for an additional year upon written request.

HOLIDAYS, VACATION, ETC. *(continued)*

- Out-of-District Administrative Leave: The Board of Education may grant any Administrator up to one year's leave without pay for the purpose of being a district Administrator outside the continental limits of the United States or in a recognized educator exchange program or in an overseas or domestic peace corps assignment.
- The Board of Education may grant approval for an additional year upon written request.

Elected Public Office Leaves

- An Administrator elected to any local, state or federal office, may make an application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application, such leave shall be granted by the Board.
- Assignment Upon Return from Leave of Absence: Upon return from leave, an individual will be appointed to an administrative position providing one exists for which they are qualified. If such a position is not available, the individual will be assigned to an appropriate position that is available until an administrative appointment becomes available.

Responses to Leave Requests

Response to a discretionary leave request shall be communicated to the Administrator as soon as possible or within forty (40) calendar days. Verification of reason for absence may be required. In cases such as jury duty or worker's compensation where the administration receives funds from sources other than the District, the Administrator will receive pay equal to the difference between the Administrator's regular compensation and the amount received from the other source.

Notice of Intent to Return from Leave:

Notification of intent to return from any leave of absence described above must be submitted to the Superintendent on or before March 1 of the district year in which the leave is effective. If timely notification is not received, the individual will be assumed a voluntary resignation.

Income Protection

In addition to the foregoing, an Administrator upon employment and after starting work is granted up to one-hundred and eighty (180) calendar days of income protection for their personal illness or disability, which exceeds five consecutive workdays in duration. The rate of pay for purposes of income protection shall be the Administrator's rate of pay on the first day of illness or disability. After expiration of 180 days of income protection, the Administrator will receive long-term disability payments, provided the Administrator

HOLIDAYS, VACATION, ETC. *(continued)*

qualifies under the terms of the long-term disability insurance program. In order to qualify for the income protection under this section, the Administrator agrees to provide medical documentation as directed by Human Resources and agrees to any and all independent medical exams as requested by Human Resources.

Early Retirement Incentive Plan

All full-time Administrators currently working in the District are eligible for a voluntary Early Retirement Incentive Plan (ERIP). The following conditions will govern this Plan:

1. You must have a minimum of ten (10) years administrative service with the School District and be eligible for, as well as having applied and been accepted for, benefits under the Michigan Public School Retirement System (MPSERS).
2. You might resign from your position on or before June 30 of the year so affected.
3. Each Administrator applying for and receiving the ERIP will receive hospitalization, dental, vision, and life insurance paid by the Board through September of the year in which the retirement occurs, provided such coverage is permitted by the insurance carrier.
4. The ERIP will be a one-time payout of \$x,xxxx dollars. This amount will be paid in a lump sum or placed in an annuity account as determined by the Administrator in accordance with any legal restrictions.
5. The extension of the ERIP at the end of this Agreement will be determined by the parties on a mutually agreeable basis.

An administrator who incurs an additional unrelated personal illness or unrelated disability will qualify for up to another one-hundred and eighty (180) calendar days of income protection provided the administrator has worked at least another one-hundred and eighty (180) calendar days between periods of illness or disability.

During each period of income protection, the administrator will receive the insurance benefits provided in this Contract Guide, subject to any employee contributions mandated pursuant to Michigan Public Act 152 of 2011.

Absence without Pay

An administrator may be absent without pay because of, but not limited to, the following reasons:

1. Childcare
2. Study and travel

HOLIDAYS, VACATION, ETC. *(continued)*

3. Other reasons approved by the Superintendent (or designee) Schools or the Board of Education

Absence without pay shall only occur upon approval of the Superintendent (or designee) of Schools or the Board of Education. Periods of absence without pay shall not be approved for 12 periods of more than one year at a time. An administrator may request to extend their leave of absence.

Assignment Upon Return from Leave of Absence

Vacancies created by leave of absence of less than one year will be filled on a temporary basis in the manner deemed appropriate by the Superintendent (or designee) of Schools. Vacancies created by absences of one year's duration or more may be filled on a permanent basis. An administrator returning from leave of absence greater than one year will be considered for the first available vacancy for which the administrator is qualified, otherwise they will be considered laid-off until a vacancy exists.

EVALUATION

State law ([MCL 380.1249b](#)) mandates that all district administrators be evaluated on an annual basis (or biennial in some limited cases). This is also an important support for you as an administrator as it ensures you are provided with ongoing, timely feedback on your practice and given sufficient notice and support should any issues arise. There should be some type of language addressing evaluation in every contract. It is especially important for administrators who are in their first year on the job or first year with a new evaluator (e.g. Superintendent) to carefully review the evaluation instrument and the evaluation process with their direct supervisor as they begin their work in the district. The example below includes favorable and unfavorable language.

Evaluation (Detailed Example language)

The Association supports a philosophy of professional and personal growth as an important component for each Administrator. The following process will support this belief:

- A. Each Administrator shall be evaluated using one of the MDE approved evaluation instruments.
- B. Each Administrator shall be evaluated annually, before June 30, by the Superintendent. At this time, all Administrators will develop at least two mutually agreeable goals, with measurable objectives, for the upcoming school year for the purpose of improving the Administrator's performance in their current assignment and/or to support the Administrator in the continuous improvement efforts for the individual or the District.
- C. New Administrators hired after March 15, but before the beginning of the school year, will develop at least two goals, with measurable objectives, for the upcoming school year. These will be used with the Superintendent as part of the evaluation process. This will take place by the end of the first month of employment. Administrators hired after the beginning of the school year will develop at least one goal, with measurable objectives, for the current school year. This will take place by the end of the first month of employment. This Administrator would then participate in the evaluation cycle with the Superintendent by the next March 15.
- D. In all cases the Administrator shall be evaluated as ineffective, minimally effective, effective or highly effective. When the Administrator has been evaluated as ineffective or minimally effective the evaluator shall prescribe the corrective action required and the timetable to improve the Administrator's performance in the space provided under "comments" on the evaluation form.
 1. When evaluating the Administrator's overall performance as "unsatisfactory" or "needs improvement," the evaluator shall cite specific instances of performances targeted for improvement or marked as unsatisfactory.
 2. The absence of a formal evaluation of the Administrator as prescribed in this article shall be interpreted as an evaluation of "satisfactory" for the annual evaluation of the Administrator.

EVALUATION *(continued)*

3. The evaluator shall establish a timetable for follow-up conference(s) with the Administrator to continue the examination and encourage improvement of the performances in question.
 4. An unsatisfactory annual evaluation shall also be an indication of notification of non-extension and shall serve as notification that the Administrator will not receive a salary increase for the succeeding year, and that an Administrator shall be subject to termination if an unsatisfactory annual evaluation is repeated.
- E. If, after implementing the steps of the evaluation procedures as noted above and if the Superintendent determines that the Administrator's overall performance is "unsatisfactory," the Superintendent shall recommend the Administrator for non-renewal of contract or dismissal on or before March 31.
1. Such notice of recommendation for non-renewal or dismissal shall be made in writing, and the Administrator shall sign a copy of the notice acknowledging receipt of the notice.
 2. Such notice of recommendation for non-renewal or dismissal shall cite the specific unsatisfactory performances as shown on the evaluations of the Administrator and the evaluator's observations of the Administrators non-compliance with required improvements cited by the evaluator in a prescribed program of corrective measures.
 3. A written notice shall be delivered to the Administrator at least (10) days prior to the meeting of the Board of Education, at which time the Superintendent shall make their recommendation of dismissal or non-renewal. The date and place of the meeting of the Board of Education shall be included in the notice, as well as a statement advising the Administrator of rights to representation and the right to appear before the Board.
 4. If the Administrator wishes to ask for a hearing before the Board of Education, the Administrator must make such a request to the secretary of the Board of Education within thirty (30) days after the receipt of the notice of dismissal or non-renewal.
 5. Proceedings by the Board of Education in the consideration of non-renewal or dismissal of an Administrator shall be consistent with the requirements of the laws of the State of Michigan and requirements of the Teacher Tenure Commission of the State of Michigan. (See Section SA of Act No. 267 of the Public Acts of 1976, being Section 15.268 of the Michigan Compiled Laws.)
 6. If a hearing is scheduled by the Board of Education at the request of the Administrator to consider the question of non-renewal or dismissal, the secretary of the Board of Education shall advise the Administrator of the Board's disposition, in writing, within fifteen (15) days following the completion of the hearing.

EVALUATION *(continued)*

- F. The district shall not initiate an external investigation/evaluation of an Administrator without prior consent from the employee and association, with the exception of government agencies.

Evaluation (Detailed Example language)

The Association supports a philosophy of professional and personal growth as an important component for each Administrator. The following process will support this belief:

- A. Each Administrator shall be evaluated using one of the MDE approved evaluation instruments.
- B. Each Administrator shall be evaluated annually, before June 30, by the Superintendent. At this time, all Administrators will develop at least two mutually agreeable goals, with measurable objectives, for the upcoming school year for the purpose of improving the Administrator's performance in their current assignment and/or to support the Administrator in the continuous improvement efforts for the individual or the District.
- C. New Administrators hired after March 15, but before the beginning of the school year, will develop at least two goals, with measurable objectives, for the upcoming school year. These will be used with the Superintendent as part of the evaluation process. This will take place by the end of the first month of employment. Administrators hired after the beginning of the school year will develop at least one goal, with measurable objectives, for the current school year. This will take place by the end of the first month of employment. This Administrator would then participate in the evaluation cycle with the Superintendent by the next March 15.
- D. In all cases the Administrator shall be evaluated as ineffective, minimally effective, effective or highly effective. When the Administrator has been evaluated as ineffective or minimally effective the evaluator shall prescribe the corrective action required and the timetable to improve the Administrator's performance in the space provided under "comments" on the evaluation form.
 - 1. When evaluating the Administrator's overall performance as "unsatisfactory" or "needs improvement," the evaluator shall cite specific instances of performances targeted for improvement or marked as unsatisfactory.
 - 2. The absence of a formal evaluation of the Administrator as prescribed in this article shall be interpreted as an evaluation of "satisfactory" for the annual evaluation of the Administrator.
 - 3. The evaluator shall establish a timetable for follow-up conference(s) with the Administrator to continue the examination and encourage improvement of the performances in question.

EVALUATION *(continued)*

4. An unsatisfactory annual evaluation shall also be an indication of notification of non-extension and shall serve as notification that the Administrator will not receive a salary increase for the succeeding year, and that an Administrator shall be subject to termination if an unsatisfactory annual evaluation is repeated.
- E. If, after implementing the steps of the evaluation procedures as noted above and if the Superintendent determines that the Administrator's overall performance is "unsatisfactory," the Superintendent shall recommend the Administrator for non-renewal of contract or dismissal on or before March 31.
1. Such notice of recommendation for non-renewal or dismissal shall be made in writing, and the Administrator shall sign a copy of the notice acknowledging receipt of the notice.
 2. Such notice of recommendation for non-renewal or dismissal shall cite the specific unsatisfactory performances as shown on the evaluations of the Administrator and the evaluator's observations of the Administrators non-compliance with required improvements cited by the evaluator in a prescribed program of corrective measures.
 3. A written notice shall be delivered to the Administrator at least (10) days prior to the meeting of the Board of Education, at which time the Superintendent shall make their recommendation of dismissal or non-renewal. The date and place of the meeting of the Board of Education shall be included in the notice, as well as a statement advising the Administrator of rights to representation and the right to appear before the Board.
 4. If the Administrator wishes to ask for a hearing before the Board of Education, the Administrator must make such a request to the secretary of the Board of Education within thirty (30) days after the receipt of the notice of dismissal or non-renewal.
 5. Proceedings by the Board of Education in the consideration of non-renewal or dismissal of an Administrator shall be consistent with the requirements of the laws of the State of Michigan and requirements of the Teacher Tenure Commission of the State of Michigan. (See Section SA of Act No. 267 of the Public Acts of 1976, being Section 15.268 of the Michigan Compiled Laws.)
 6. If a hearing is scheduled by the Board of Education at the request of the Administrator to consider the question of non-renewal or dismissal, the secretary of the Board of Education shall advise the Administrator of the Board's disposition, in writing, within fifteen (15) days following the completion of the hearing.

EVALUATION *(continued)*

- F. The district shall not initiate an external investigation/evaluation of an administrator without prior consent from the employee and association, with the exception of government agencies.

Evaluation (General language Example)

The Administrator's performance shall be evaluated by the Superintendent (or appropriate designee) at least annually using an (optional: mutually agreed upon) instrument that includes multiple rating categories and agreed upon and reasonable goals and growth measures. The evaluation will consider data on student academic performance to the extent required by Section 1249 and 1249b of the Revised School Code (or its successor provision) and academic performance to the extent required by Section 1250 of the Revised School Code (or its successor provision). The Superintendent/Designee shall be formally trained in the appropriate usage of the evaluation instrument, and shall hold a mid-year and a year-end evaluation conference with the Administrator. The Administrator shall be provided with a signed written copy of the completed evaluation on or before June 30 of each year of this contract.

Again, the language in every contract may differ from what is written above but should cover the requirement for an annual rating and ensure that there is a meeting and completed evaluation form prior to June 30 of each year. In addition, the reflection of the appropriate Revised School Code requirements should be included to ensure that the evaluation is relevant and in accordance with the related legal requirements.

Prompt a conversation with your evaluator about goal development at the beginning of the year, including specific goals, desired outcomes, success criteria for how goals will be evaluated, acceptable evidence to support meeting/exceeding goals, recommended actions, coaching and support to achieve goals. Set dates for the mid-year and year-end evaluations, as well as weekly, bi-monthly, monthly or quarterly progress monitoring. Being proactive and engaged in your evaluation process will allow you to document progress toward the goals and to learn of any questions, concerns or suggestions for improvement from your evaluator along the way so they may be addressed in a timely fashion.

NEGOTIATOR'S NOTE: The requirements laid out for administrator evaluation in MCL 380.1249b only provide a minimum process for administrator evaluations. For example, administrators are not guaranteed a mid-year review or cooperatively developed annual goals. Negotiating additional specificity into your contract regarding the evaluation process (like the first example above) can provide you with important protections should a problem arise in your district or a change in district leadership creates uncertainty. This is especially important if the term of your contract does not give you a two or three year notice for non-renewal. Having a mid-year review and end-of-year goals to point to can buy you important lead time (beyond the minimally required statutory notice for non-renewal) should you need to consider future options within or outside of the district.

EVALUATION *(continued)*

Every evaluation provision should include requirements that the evaluation be based on goals or benchmarks that are established prior to the year in which the evaluation occurs, and can be objectively verified through data. This prevents the possibility of the evaluator moving the goalposts mid-year, or basing the evaluation on subjective criteria that may be unfairly based on considerations other than data. If possible, an evaluation provision should also include a right to appeal in the event of a dispute, including an appeal to a majority of the board. This will again act as a check on the use of non-objective criteria in the evaluation.

ENDING EMPLOYMENT

In the event that you elect to resign at some point during your time with the district, this language will assist you in that process.

Resignation

Administrators who are leaving the District, or are contemplating leaving the District have an ethical responsibility to report this at the earliest possible date. This early reporting will enable the Board to obtain the best possible replacement for the following year. It is expected that a written notice of resignation be given to the Board not later than the first of March, if feasible.

Many contracts will include language regarding the termination of an administrator.

Termination

This Agreement may be terminated by the [Name of District] Board of Education at any time during its term in the event of the Administrator's death, retirement, voluntary resignation of employment, or for just cause, but not for reasons that are arbitrary or capricious. For purposes of this Agreement, termination for just cause shall mean: (a) the Administrator is engaging in misconduct or a violation of Board of Education policies or directives; (b) gross negligence, breach of this Agreement, fraud, dishonesty; or the Administrator's conviction of a felony; (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education.

The key words in language related to termination are “not for reasons that are arbitrary or capricious.” It is imperative that the board be required to prove that the recommendation for termination is based on a direct violation of the administrator’s contract, a specific law, or rule, and not just because they are unhappy with a decision that was made by the administrator even though that decision was in accordance with the district’s policies and requirements. In addition, the language provided helps to deter termination recommendations for reasons that are trite and/or subjective.

NEGOTIATOR'S NOTE: Having your termination limited to reasons that are not “arbitrary or capricious” is an important minimum standard and is in line with what Michigan's Teacher Tenure law currently provides, but it is not the only option. Prior to 2011, the statutory standard for the dismissal of tenured teachers was limited to “just cause,” a much higher standard. It is possible that Michigan's tenure laws will change again in the near future and administrators would be well advised to ensure that the protection afforded by their contract is at least as good as that provided by the Michigan Teacher Tenure Act. Additionally, nothing prevents an administrator from negotiating a standard of termination that is above and beyond that provided in statute. Best practice is to insist on a “just cause” termination provision rather than the less protective “arbitrary and capricious” standard. Additionally, when the

ENDING EMPLOYMENT *(continued)*

contract defines “just cause” it is important to limit the definition to objective, data-based reasons. For example, many contracts define “just cause” by reference to relatively objective criteria such as conviction of a felony, acts of moral turpitude, fraud, or embezzlement. However, many also include less settled words like “inefficiency,” or “incompetence” which may be interpreted differently by different individuals. These types of descriptive terms should be deleted from any definition of “just cause” in your contract.

If you find yourself in a situation where the Board of Education is considering termination of your employment, you need to immediately secure legal counsel for assistance.

NOTE: If you are a professional level or higher member in good standing with MASSP or MEMSPA, it is important to contact the MASSP or MEMSPA office when you are notified of non-renewal. Office personnel will refer you to a member of their respective executive team to discuss the situation with you and make recommendations and/or appropriate referral(s). If you are a member in good standing with MASSP, it is very possible that they will provide this coverage for you. Contact the MASSP office for more information.

It is possible that a district will offer severance pay at termination. Here is an example of a favorable severance provision.

Severance Payment at Termination

Upon termination of employment with the District, administrators with 10 years of employment with the [Name of] School District will be given \$7,500. To receive this severance payment, an Administrator must voluntarily terminate employment or retire. Payment of this severance shall be in a lump sum and deposited into a 403(b) account as directed by the Administrator.

In lieu of the above, a retiring Administrator with 10 years, 15 years or 20 or more years of actual service to the [Name of] School District and who is eligible for retirement benefits according to the rules of MPSERS will receive the following based upon actual years of service to [Name of] School District.

10 - 14.9 years of service to [Name of] School District - \$30,000

15 - 19.9 years of service to [Name of] School District - \$32,500

20 or more years of service to [Name of] School District - \$35,000

Eligibility for the 10-, 15-, or 20-year severance payment will be premised upon receipt by the Employee Services Department of a written resignation from the individual, confirmation in writing of eligibility to retire per the MPSERS and a retirement application. Payment of this severance shall be in a lump sum and deposited into a 403(b) account as directed by the Administrator.

NON-RENEWAL OF CONTRACT

It is imperative that the administrator fully understand the language in their contract regarding non-renewal of the contract. Here are the steps that must be followed by a Board of Education if they are going to non-renew an administrator's contract:

First, the Board of Education must give written notice that the Board is considering non-renewal of the contract. Per [MCL 380.1229](#), the Board must give notice to the Administrator at least 90 days before the contract's expiration date and must include:

- a) A statement of reasons, which cannot be arbitrary and or capricious, as to why the Board is considering non-renewal.
- b) Notice that the principal will have an opportunity to meet with the Board to discuss the reasons provided.

NOTE:

- The non-renewal notification timeline is only 30 days for administrators employed by a community district. Currently, the only community district in Michigan is Detroit Public Schools Community District.
- Please note that a board of education's decision to give this notice must be made in an open, public board meeting.

Second, if the Administrator chooses to meet with the Board, the Administrator may determine whether to hold the meeting in open or closed session. [Section 1229](#) of the School Code authorizes the Administrator – not the Board – to make either of these choices.

Third, after the meeting with the Administrator concludes (regardless of whether it was in open or closed session), the Board must meet in open session to make its determination of whether or not to renew the contract. A decision not to renew the contract must be made in time to give the Administrator written notice of the non-renewal at least 60 days before the contract's expiration date.

The Board's failure to comply with these non-renewal procedures will result in an automatic one-year extension of the Administrators' contract.

If you are a professional level or higher member in good standing with MASSP or MEMSPA, it is important to contact the MASSP or MEMSPA office when you are notified of non-renewal. Office personnel will refer you to a member of their respective executive team to discuss the situation with you and provide recommendations and/or appropriate referral(s).

NON-RENEWAL OF CONTRACT *(continued)*

The notice of non-renewal of a contract creates a situation in which the administrator should begin exploring alternative options for employment. Earlier in this document, the original length of the contract was discussed. The value of a multi-year contract (two or three) is time. Administrators with a longer expiration date in their current district, are afforded more time to address identified issues and either receive a renewal the following year, or find other employment opportunities.

Finally, an administrator's teacher tenure rights must be considered. If the administrator has a current teaching certificate and has earned teacher tenure in the non-renewing district, that administrator may have residual tenure rights, which may include the right to be placed in a teaching position for which the administrator is certified and qualified.

LAYOFF, RECALL, AND REASSIGNMENT

If a school district insists on having a layoff clause in the administrator's contract, it is critical to carefully review this language. Some district's will require that the individual administrator's contract be terminated in case of layoff. Others will maintain the right to place the administrator in another administrative position, or a teaching position in case of a reduction in or merging of the administrative positions. As noted in the previous section of this document, it is highly unlikely that you will receive tenure from the district in an administrative position, however, you will retain the tenure that you have earned as a teacher in that district which might be to your benefit if there is a significant reduction in administrators. Of course, you want the layoff and/or recall language to protect you as much as possible, but again, this is handled differently in every district and if the language is restrictive, you will want to work to have it changed so that at a minimum, you are not terminated if you are affected by a layoff.

Also, it is important that language is included that provides you with as much notice as possible if there is a planned layoff which will provide you with more time to make alternative arrangements.

Please note that the following procedures are not seniority based.

Assignment and Transfer

- A. TRANSFERS – A transfer is the movement from one administrative position to another administrative position within the Association.
- B. VOLUNTARY TRANSFERS
 1. Any Administrator shall be given an opportunity to seek a transfer and shall receive consideration for another administrative position.
 2. Any Administrator who desires a transfer shall submit a request, in writing, to the Superintendent no later than two weeks after the official notice of resignation, retirement, etc.
 3. The Superintendent/designee and/or the immediate supervisor of the position to be filled shall interview administrators submitting such a transfer request.
 4. Any Administrator may file with the Superintendent, a general letter of request for transfer within the Association to be considered should a position become vacant.
- C. INVOLUNTARY TRANSFERS – Prior to a decision involving the change in assignment of an Administrator, a conference will be held between the Administrator and a representative of the Association if requested, and the Superintendent or their designee. The purpose of an involuntary transfer is to utilize the unique talents of each individual administrator to meet the needs of the district. At no time will an involuntary transfer be deemed a demotion or negatively impact an Administrator's compensation or benefit package for the remainder of the contractual year in which the transfer occurs.

LAYOFF, RECALL, AND REASSIGNMENT *(continued)*

D. APPOINTMENT TO ADMINISTRATIVE POSITIONS

1. The Board will post vacancy notices for all known vacancies. Administrators wishing to apply for any posted vacancies, who meet the qualifications, may do so as indicated on the notice of vacancy. Copies of such postings will be provided to the Association president. Notice of administrative vacancies during the summer will be sent to all Administrators.
2. All Administrative vacancies shall be posted for a period of ten (10) working days during the school year and fourteen (14) calendar days during the summer.
3. No vacancy shall be filled, except on a temporary basis, until the expiration of the posting period.
4. Any temporary/seasonal position created by a job realignment will be posted for association RAA members for a period of ten (10) working days.
5. If the Board of Education and the [District Name] Administrators Association determine it is not practical to post an administrative position and would prefer to make a direct placement, the Superintendent/designee will make the appropriate placement.

E. REASSIGNMENT

1. Reassignment shall mean the movement to a position outside the Association.
2. **VOLUNTARY REASSIGNMENT**
 - a. Any Administrator shall have the right to equal consideration for reassignment to any position within the District.
 - b. A request for voluntary reassignment by an Administrator shall be submitted, in writing, to the Superintendent.
 - c. The Administrator requesting such reassignment shall be interviewed by the Superintendent/designee prior to the Superintendent's response to such request.
 - d. Responses to requests for voluntary reassignment shall be in writing prior to the awarding of the position.
3. **INVOLUNTARY REASSIGNMENT**
 - a. Involuntary reassignment is the movement of an Administrator in the Association to the position of tenured teacher (if the Administrator has achieved teachers' tenure prior to the reassignment).
 - b. When an involuntary reassignment is contemplated, the Association and the Administrator being considered for such reassignment will receive a written explanation for the need of the reassignment in advance of its taking effect. Such notice shall provide not less than ten (10) working days during which the Administrator and Association shall be provided the opportunity to meet with the

LAYOFF, RECALL, AND REASSIGNMENT *(continued)*

Superintendent or designee to discuss and review the necessity for such reassignment.

- c. Involuntary reassignment shall occur due to
 - 1) reduction in staff
 - 2) receipt of a minimally effective or ineffective overall year-end evaluation
 - 3) other reasons as determined by the Superintendent

Reduction In Staff

- A. The Board shall carry out reductions of force in accordance with Michigan statutes and the rules and regulations of the Michigan Department of Education, and the same shall be subject to the first three levels of the Grievance Procedure only, and in no event subject to arbitration.
- B. When the Board determines that a reduction in the number of Administrators must be made, it shall be made on the basis of the needs of the District and the needs of the students.
- C. Should it become necessary to reduce the number of Administrators employed and there should be more than one administrator in the same job classification (i.e., high school principal, middle school principal, elementary school principal, secondary assistant principal, assistant director) the administrators in the reduced classification will be laid off in accordance with Board Policy regarding reduction of staff. Should reassignment or reclassification occur as a result of reduction in the number of Administrators, the Administrator shall receive salary and benefits not less than those set forth within the Administrators Individual Employment Contract for the duration of that contract.
- D. Administrators laid off through the procedure as stated in this Article may be recalled in accordance with Board policy and regulation.
- E. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said Administrator, at their last known address. The Administrator's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the Administrator. If an Administrator fails to report to work within ten (10) days from date of the recall, unless an extension is granted in writing by the Board, said Administrator shall be considered as a voluntary quit. The individual's employment contract and any other employment relationship with the Board shall be deemed terminated. Transfer requests will be processed prior to recall requests.
- F. Each Administrator is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall

LAYOFF, RECALL, AND REASSIGNMENT *(continued)*

if they fail to receive recall notice because of their own failure to advise the Employer in writing of their change of address.

- G. The Board's obligation to pay salary or fringe benefits pursuant to provisions of this Master Agreement for any laid off Administrator's individual or supplemental contract of employment, as well as all benefits under this collective bargaining agreement, shall terminate at the end of the individual's contract.

Please note that in some districts, the layoff and/or reduction in administrators will be seniority based.

Employee Reductions and Recall

When the Board determines reductions in the number of employees covered by this Agreement, the employees affected shall be determined by their experience, competency, qualifications, and length of service in the classification(s). It is agreed by the parties that Article VIII, evaluations, may be relied on to confirm such occupational characteristics of an employee. Unless there is a significant difference in the above listed factors, the employee(s) with the least amount of service in the classification(s) affected will be removed first. Inter-classification reassignments shall be considered.

In the event the number of employees is to be reduced at the end of any year this Agreement is in effect, the Agreement shall be interpreted to permit such reduction. Written notice shall be provided by April 1 for any administrator who will be laid off at the conclusion of the district year.

The Board's recall of an employee who has been:

1. Reassigned to another classification within the bargaining unit, or
2. Employed by the Board in a position or capacity that is not covered by this Agreement, or
3. Laid off Shall be by the reverse application of the above procedures. The parties agree a probationary employee who is laid off shall have no recall rights. An exception to this provision is an employee who is granted a one (1) year probationary period.

The parties agree an employee's eligibility for recall shall immediately terminate if they:

1. Resign or their employment by the Board otherwise terminates, or
2. Fail to report and/or be available to commence working as per the conditions of the Board's recall notice, or
3. Possess less than four (4) years of service and continue to be laid off for the ensuing employment year or following the termination date of this Agreement, whichever occurs sooner.

LAYOFF, RECALL, AND REASSIGNMENT *(continued)*

The Board's notice of recall shall be transmitted by certified mail to the employee's most recent address on file with the Board.

Note: If possible, the contract should include a provision that in the event of an involuntary assignment to a non-teacher position, the administrator's compensation and benefits shall not be reduced for the balance of the contract term.

DISPUTE RESOLUTION

This language provides direction and a process for when an administrator disagrees with a position, directive, or other decision that was made by a superior at a higher level in the district. Dispute Resolution may include internal dispute resolution and grievance procedures, as well as use of external mediation and arbitration. This is sometimes referred to as a grievance or dispute resolution clause. If you have such a clause in your contract or are able to add one, be sure that you are clear on the specific timelines and procedures outlined in that clause. Failure to do so will generally result in your dispute/grievance being dismissed regardless of whether your claim has merit.

NEGOTIATOR'S NOTE: The right to grieve a decision by a superior is generally limited to a misapplication or violation of the requirements of the contract, not with administrative decisions outside the contract. Thus, having dispute resolution, including grievance procedures in your contract is only as useful as the rest of your contract is clear and specific. For example, if your contract isn't clear on leave time procedures during unexpected district closures and your new superintendent decides to require you to report in person on those days, even though your old superintendent allowed you to work from home or count the time as a holiday, then you have no standing to grieve since there is no specific language governing that decision in your contract.

Example Grievance Procedures

A claim by an Administrator or the Association as specified below, that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted through the following grievance procedure. An Administrator may only grieve an expressed provision of this Agreement.

If, after an informal discussion with the appropriate supervising Administrator, the grievant feels a grievance still exists they may invoke the grievance procedure through the Association or independently according to the following steps:

1. **STEP ONE** Within fifteen (15) working days of the time a grievance occurs, the Administrator has knowledge of a claimed (Informal) grievance, or when the Administrator should have reasonably known of the claimed grievance, the Administrator will present the grievance to the Superintendent/designee with the objective of resolving the matter informally within fourteen (14) working days after the presentation of the grievance, the Superintendent/designee shall give or answer orally to the Administrator.
2. **STEP TWO** If the grievance is not resolved in Step One, the Administrator may, within seven (7) days of receipt of the Superintendent or designee's answer, submit to the Superintendent/designee, (Formal) assigned, written "Statement of Grievance" (form supplied by the Board). The "Statement of Grievance" shall name the

DISPUTE RESOLUTION *(continued)*

Administrator involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the Administrator involved. The Superintendent/designee will meet with the grieving Administrator within fourteen (14) days of receipt of the "Statement of Grievance." The Superintendent/designee shall give the Administrator an answer, in writing, no later than fourteen (14) days after the grievance meeting.

3. STEP THREE If the grievance remains unresolved at the conclusion of Step Two; it may be submitted for binding arbitration at the request of the Administrator, provided written notice of the request for submission to arbitration is delivered to Human Resources within fifteen (15) working days after the date of the decision under Step Two. The arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceedings.

Powers of the Arbitrator:

It shall be the function of the arbitrator, and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. They shall not have power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement.
2. They shall have no power to establish salary scales or change any salary, unless it is found that an Administrator has been improperly placed on the existing salary schedule.
3. They shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any Administrator.
 - b. The termination of services or failure to re-employ any Administrator to a position on the co-curricular schedule.
4. They shall have no power to change any practice, policy, or rules of the Board nor to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board. Their powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and they shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

DISPUTE RESOLUTION *(continued)*

5. In the event that a case is appealed to an arbitrator on whom they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved and the Board.
7. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The filing fee shall be paid by the moving party.
8. Claims for Back Pay: All grievances must be filed in writing, within forty (40) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than forty (40) working days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source of a like nature during the period of the back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
9. Any grievance occurring during the period between the termination date of the Agreement and the effective date of the new agreement shall be processed. Any grievance which arose prior to the effective date of the Agreement shall be processed.
10. The arbitrator is advised that they shall not insert their judgment or wisdom for that of the Employer.
11. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual, written consent.
12. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
13. The failure of a supervisor to communicate their decision to the Administrator within the specified time limits shall permit the Administrator and/or Association to proceed to the next step in the Grievance Procedure.
14. It shall be the general practice of all parties to process grievances during times that do not interfere with or cause interruption of the student's educational program, or administrative duties. Release time shall be granted only upon mutual consent of the

DISPUTE RESOLUTION *(continued)*

- aggrieved person and the Superintendent. Such release time shall be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives. If the grievant and their grievance is not upheld or sustained, then their absence will be charged to their Leave Bank.
15. A grievance may be withdrawn at any step without prejudice.
 16. In the course of investigation of any grievance, representatives of the Association Will report to the Superintendent any building being visited and state the purpose of the visit prior to arrival.
 17. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
 18. Any party in interest may be represented at all stages of this grievance procedure by a person of their own choosing, except that they may not be represented by an officer, member, or representative of any administrative organization other than the Association. When an Administrator is not represented by the Association, the Association shall be given advance, written notice, and shall have the right to be present and to state its views, in writing, at all stages of this grievance procedure. Neither party at any level may be represented by counsel, but reasonable notice shall be given to the other party in advance if counsel is to be present.
 19. Records of all grievance procedures shall be maintained by the involved parties, but they shall not be contained in the personnel file of the grievant.

In the event that there is a disagreement between the administrator and the superintendent/board of education, including the termination of the administrator's contract (or other significant issues), mediation and arbitration are common methods used to avoid extreme court costs and the often undesirable notoriety that comes with such a process. Mediation and arbitration language is found in many administrator contracts and/or board policies. Be sure that you carefully read or craft any mediation or arbitration language in your contract, especially if that language limits your remedies with regard to illegal actions by the district (e.g. a claim of illegal discrimination during a dismissal).

Arbitration

In the event of any dispute between the parties relating to termination of the Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ([Uniform Arbitration Act, MCL 691.1681 et. seq.](#)).

DISPUTE RESOLUTION *(continued)*

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board of Education within one hundred eighty (180) days of the effective date of the Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final, and binding and judgment thereon may be entered into the appropriate Judicial Circuit of Michigan pursuant to the applicable provisions of the Michigan Uniform Arbitration Act.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Administrator arising from their discharge during the term of this Contract including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with a state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights) and does not apply to any claims for unemployment compensation or worker's compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters, which would otherwise be subjected to state or federal court proceedings. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator shall have the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings. The arbitrator's fee and costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of the Administrator to seek to tax such fees as costs against the Board.

Below is an example of a shorter version of this language.

Arbitration

Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within thirty (30) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for employment dispute arbitrations. The Administrator and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration.

DISPUTE RESOLUTION *(continued)*

The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law. The decision of the arbitrator shall be final and binding on both parties.

One more ...

Arbitration

In the event of a dispute between the parties relating to any provision of this contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this contract, the parties hereby agree to submit such to binding arbitration. The arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties will share the Arbitrator's fee and the expense of the American Arbitration Association equally. Each party is entitled to designate its own representation; however, each party shall be responsible for the cost of respective representation.

Any administrator who finds themselves in a situation where arbitration is being considered should seek legal counsel with an attorney who is familiar with educational law. Members in good standing with MASSP and MEMSPA may be eligible for attorney services. Contact either the MASSP or MEMSPA office for additional information.

It's also important to be familiar with grievance procedures involving mediation. Mediation is a non-binding effort to resolve a dispute using a neutral third-party to facilitate the settlement. Mediation is often used as a required first step before arbitration or litigation.

GRIEVANCE PROCEDURE

DEFINITIONS

- a. A "grievance" is a written complaint by an Administrator that there has been a specific violation of the express written terms of this agreement.
- b. A "day" means a weekday (Monday through Friday) exclusive of Saturday, Sunday, or legal holidays.

LEVEL I

- a. In the event that the Association or a bargaining unit employee discovers there is a basis for a grievance, the alleged grievance shall first be discussed with a designated non-bargaining unit administrator/supervisor.

LEVEL II

- a. If, as a result of the informal discussion, the grievance still exists, the Administrator may, within five (5) days following the alleged grievance, invoke the formal

DISPUTE RESOLUTION *(continued)*

grievance procedure through the Association to Human Resources in writing. The written grievance shall include:

- (1) Identification of the grievant(s).
 - (2) The specific facts upon which the grievance is based.
 - (3) The applicable portion of the agreement allegedly violated.
 - (4) The specific relief requested.
 - (5) The date on which the alleged grievance occurred.
 - (6) The date on which the grievance is being filed.
 - (7) Signature attesting to the facts as presented.
- b. Within ten (10) days of receipt of the grievance, the Employer's designated representative shall meet with the Association in an effort to resolve the grievance. The Employer's designated representative shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.

LEVEL III

- a. If the grievance is not resolved at Level II, the Association may ask for mediation within ten (10) days of the receipt of the decision at Level II. The mediator will be scheduled at a time that is mutually acceptable to the Employer, the Association, and the mediator, but an attempt will be made to schedule said meeting within fifteen (15) days of the request for mediation. The mediator shall be allowed to recommend alternatives to resolve the grievance but such recommendations shall not be binding on either party. Grievances which are unresolved to the satisfaction of either party shall be a matter of collective bargaining at the next successor contract.

LEVEL IV

The Association or the Employer, upon written notice to the other and within fifteen (15) days after the written response to the grievance at Level II or after mediation at Level III, whichever is later, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association (AAA).

- a. Representatives of the Board and the Association shall attempt to select a mutually acceptable arbitrator following the AAA arbitrator selection process.
- b. All arbitration proceedings shall be subject to and conducted in accordance with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- c. The Arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in rendering the award.
- d. It shall be the function of the Arbitrator, and they shall be empowered, except as their powers are limited below, to issue a binding opinion and award in cases of alleged violation of the specific Articles and Sections of this Agreement.

DISPUTE RESOLUTION *(continued)*

1. The Arbitrator's authority shall be limited to deciding whether a specific Article, Section, or subsection of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other state or federal laws.
2. The Arbitrator shall have no authority to render an opinion and award pertaining to the:
 - a. termination of employment of any bargaining unit employee
 - b. content of an employee evaluation
 - c. any illegal or prohibited bargaining subject
3. In rendering a binding opinion and award, the Arbitrator shall give due regard to the responsibility of management and shall so construe this Agreement so that there will be no interference with such responsibilities except as they may be specifically limited or conditioned by this Agreement. Further, the Arbitrator shall have no authority to issue an opinion and award which has the effect of changing any practice, policy, or rule of the Board nor to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, provided that the same is not in conflict with the express provisions of this Agreement.
4. No more than one grievance may be considered by the Arbitrator at the same time, except upon the express written mutual consent of the Board and the Association.
5. The cost of the arbitration shall be borne by the party against whom the arbitration decision is made. In the event the decision is split, the Arbitrator's fees will be split on a percentage basis to be determined by the Arbitrator. Each party shall assume its own costs for presentation, including any expense for witnesses.

CERTIFICATION/CREDENTIALS

Most contracts will include language regarding the maintenance of the appropriate certification for an administrative position.

Certification/Credentials

The Administrator represents that they possess, hold, and will maintain all certificates, credentials and qualifications required by law, including the provisions of [Sections 1246](#) and [1536](#) of the Revised School Code, the regulations of the Michigan Department of Education (MDE) under the [Michigan School Administrator Certification Code](#) (R 380.101 et. seq.) and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of their continued employment to meet and maintain all certification and continuing education requirements for the position assigned as required herein, this Contract shall automatically terminate, and the Board or District shall have no further obligation hereunder.

The Association recognizes that each Administrator must assume the responsibility of filing their valid Michigan teaching and administrative certificate or other documents indicating the same with Human Resources, including transcripts of credits.

One can take an administrative position without being certified. However, it is required that within six months of officially starting that position, they are enrolled in an education leadership program and must successfully complete that program within a three-year period. MASSP offers a highly rated program entitled “Path to Leadership” which will allow a newly hired administrator to meet these requirements. Contact the MASSP office for more information.

IMPORTANT NOTE: It is also important to understand that the administrative certificate needs to be renewed every five years to remain eligible to continue working as an administrator. The renewal requirements read as follows:

Upon expiration of the administrator certificate, a person employed as a district administrator shall have completed, within each five (5) calendar-year period, a minimum of six (6) semester hour credits at a state-board approved institution or one hundred and fifty State Continuing Education Clock Hours (SCECHs) or a combination of both with one (1) semester hour credit being considered equal to twenty five (25) SCECHs as provided in the [Michigan School Administrator Certification Code](#) (R 380.1101).

It is advisable to keep both your teaching certificate and administrator certificate current. When shortages arise many districts expect administrators act to cover classrooms when a substitute teacher isn't available. Administrators with a current teaching certification can also use renewal of that

CERTIFICATION/CREDENTIALS *(continued)*

certification to renew their administrator certification (which you may do by attending the district provided professional development you offer to your teachers) and vice versa rather than needing to complete two separate sets of professional development. Failing to maintain your teaching certificate in good standing can also limit your options in the event of an adverse employment decision, like being non-renewed or having your position eliminated, which is particularly important if you have earned tenure as a teacher in your current district (see the section on [Teacher and Administrator Tenure](#) below).

Be aware that MASSP and MEMSPA offer SCECHs for most of their conferences, events, workshops, webinars, etc. Please contact the MASSP and MEMSPA offices for more information.

Some districts offer reimbursement for continuing education credits and while the requirements regarding the postsecondary institution where these credits are earned vary, this is a great way to earn the credits required for certification renewal and/or to earn an advanced degree at the district's expense. In addition, it is not unusual for districts to recognize additional coursework/degrees with additional compensation. See the section on [compensation](#).

IMPORTANT NOTE: It is extremely important that an administrator also keep their teaching certificate current and not let that expire. This can be accomplished by aligning the requirements of the two certifications (teacher and administrator) and utilizing the credits/SCECHs earned for renewal of both certifications.

ADMINISTRATOR PROTECTION & LIABILITY INSURANCE COVERAGE

It is appropriate that an administrator be protected by the district (financially and legally) when there are serious situations that warrant such protection.

Protection of Administrators

1. Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or threats of assaults suffered by them in connection with their employment.
2. To the extent allowed by law, the Board shall provide, at no cost to the Administrator, legal counsel and representation in any legal action, civil or criminal, brought against their acts or omissions arising from their performance within the course and scope of their employment as an Administrator.
3. An Administrator temporarily absent from their duties as a result of an assault or suit (related to performance of duties) while employed in district activities shall receive full pay and shall not have the absence charged against their sick leave accumulation.
4. The Board shall reimburse any Administrator for the damage or destruction of clothing and/or personal property due to malicious intent having a value of ten dollars (\$10.00) or more, provided such damage or destruction occurs on district premises, is connected with the execution of their assigned responsibilities and was not occasioned by the negligence of the affected Administrator.

IMPORTANT NOTE: It is very important that an administrator is covered under the district's errors and omissions insurance policy. If there is no language on this topic either in the contract, administrative handbook, or board policy, it is recommended that the question of coverage and the amount of coverage be asked prior to employment. Many districts have language to this effect in the contract.

Liability Insurance Coverage

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$XX million dollars (it is likely that this amount will range from \$1M to \$5M depending on the district). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium

ADMINISTRATOR PROTECTION, ETC. (*continued*)

amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and or indemnification to the Administrator as is authorized under [MCL 691.1408](#) and [MCL 380.11a\(3\)\(d\)](#).

Or ...

The district agrees that it shall defend, hold harmless, and indemnify employees of the Bargaining Unit from any and all demands, claims, suits, actions and legal proceedings brought against the employee in their individual capacity or in their official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of their employment. The District shall provide liability insurance for the employees of the Bargaining Unit to cover legal expenses and defense of claims and payments of judgments resulting from their functioning as an employee of the District Unit, again while acting within the scope of their employment, and will reimburse them for any portion of such expense and judgments not covered by insurance. In no case shall individual Board members be considered personally liable for indemnifying an employee against such demand, claim, suit, action or legal proceedings pursuant to this provision.

NAESP and NASSP membership has value beyond its content and resources, including legal liability insurance up to \$1,000,000 for damages arising from professional liability and employment liability lawsuits. They also provide up to \$10,000 in legal expenses reimbursement if you are subject to a job-related due-process proceeding. The plan protects against a broad range of exposures associated with your educational duties, such as:

- Injuries to students under your supervision
- Improper placement of students
- Hiring unqualified personnel
- Defamation
- Failure to educate, promote or grant credit to a student
- Violation of student civil rights
- Improper methods employed in instruction, counseling, research design, etc.
- Improper reassignment, demotion or termination of an employee
- Violation of an employee's civil rights

TEACHER AND ADMINISTRATOR TENURE

Public district administrators may acquire two types of tenure. Holding a valid (and current) teaching certificate always protects an administrator in their capacity as a teacher as provided in the [Michigan Teachers' Tenure Act \(PA 4 of 1937\)](#). Once an administrator possesses tenure as a classroom teacher, they cannot have those tenure rights taken away until they sever employment with the district.

In addition to maintaining tenure while serving in an administrative role within the district teacher tenure was established, it is possible that an administrator can also earn tenure as an administrator in a district. It is not common, but unless there is contract language addressing this issue, an administrator will gain tenure in their administrative position.

This separate tenure status commonly known as “tenure in position” or “administrative tenure” applies to administrators provided that they are certificated and serve the required probationary period. This tenure status does not exist in statute, but rather was established via case law. *Belanger v Warren Consolidated School District Board of Education*, 432 Mich 575 (1989)

The Board of Education does have the power, however, under [MCL 38.91](#) to prevent an administrator from acquiring tenure in their administrative position with the district. To preclude administrative tenure, a written employment contract must state specifically and unambiguously that the contract does not confer tenure in any administrative capacity. The Board's failure to include this administrative-tenure exclusionary clause in the contract enables an administrator to gain tenure in their administrative position.

It is most likely that an administrator will find language related to this topic in their contract.

Tenure Exclusion Example A

The contract does not confer tenure upon the Administrator in the position of Principal, Assistant Principal, or any other administrative position in the district.

In some districts, administrators can continue to gain teacher tenure. In this situation, gaining teacher tenure provides an administrator with an employment safety net and, if it all possible, it would be to the administrator's advantage to have this benefit.

Tenure Exclusion Example B

Administrators who have successfully completed their tenure probationary period and had previously acquired teacher tenure under Article II of the Teachers' Tenure Act, MCL 38.81 et. seq shall be granted tenure as teachers but not as administrators.

a. Individual contracts of employment shall expressly deny the granting of tenure

TEACHER AND ADMINISTRATOR TENURE *(continued)*

in the administrative capacity.

- b. Furthermore, no provision of this Agreement shall be construed to grant tenure in an administrative capacity.

Any Administrator who is assigned as a teacher, whether voluntarily, involuntarily, or through administrative layoff shall have all the rights and privileges afforded to teachers.

MEDICAL LEAVE

While it is highly unlikely, it is certainly possible that a medical situation will require an administrator to take a medical leave of absence. Prior to any type of situation that would warrant such a leave request, it is especially important that the language provided by the district is fully understood.

Medical Leave

In the event of an Administrator's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) workdays for the purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and apply for long-term disability. Health plan premium payments shall be made on behalf of the Administrator until employment is terminated. Upon utilizing leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee), respecting the necessity for the leave. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.

The Administrator may request a ninety (90) workday unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that the Administrator will be able to resume their duties at the end of the extended leave interval. Any extensions of leave for this purpose shall be at the discretion of the Board.

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), their employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after the leave is required by the Family and Medical Leave Act. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from the Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is provided by the Family and Medical Leave Act.

NOTE: It is important that whether it is in the contract, an appendix to the contract, an administrative handbook, or Board policy, that the subject of Medical Leave be addressed prior to signing the contract. The wording for medical leaves will vary from district to district, so make sure that the language provided is carefully reviewed and fully understood prior to employment.

CITIZEN/PARENT COMPLAINTS

It is not unusual for the Superintendent or Board of Education members to receive complaints or negative comments regarding an administrator's actions or decisions. If this occurs, it is imperative that the administrator be made aware of these concerns, as soon as possible, so that they know that a complaint against them has been issued.

Citizen/Parent Complaints

In order to maintain open lines of communication and out of professional fairness to the Administrator, the Board of Education agrees that, in the case of a complaint on the part of a citizen regarding the Administrator or a program, or an employee that they supervise, that such citizen shall be directed to first discuss the matter fully either by phone or in-person with the Administrator involved before any action is taken on the matter. In addition, the Administrator shall be notified by the Superintendent that a Board of Education member has received a specific complaint and that the citizen that has registered the complaint has been referred back to the Administrator.

If a satisfactory resolution is not achieved at the building level, an appeal of the building Administrator's decision and/or performance may be submitted to the Superintendent or designee. Consultation with the Administrator involved will always follow such a request for reconsideration of a decision or performance before further action is taken. Discussion with the Board of Education regarding complaints against an Administrator will be conducted in accordance with the Open Meetings Act.

Citizen/Parent Complaints

The Board of Education agrees that in the case of a complaint regarding the Administrator, no action shall be taken before the Administrator is notified of any complaint and given an opportunity to present information concerning the complaint following the proper and appropriate district process.

Or ...

Complaints

- In the event that a citizen/employee should raise a complaint concerning a bargaining unit employee, the citizen/employee shall be encouraged to discuss the matter with the affected Administrator.
- Should the complaint remain unresolved after subsection 14.4, the citizen/employee, if further action is desired, shall be encouraged to meet with the affected

CITIZEN/PARENT COMPLAINTS *(continued)*

- Administrator and immediate supervisor.
- Should the complaint remain unresolved after subsection 14.2, it may be referred to the Superintendent for further review. Upon the request of the bargaining unit employee, the Association shall have the right to review the complaint and conduct an investigation.
- Should action adverse to the Administrator be contemplated as a result of the complaint, the provisions of Board Policy shall be followed.
- A complaint made against a bargaining unit employee will be called to the attention of that employee within five (5) workdays of the time the complaint became known to the non-bargaining unit employee's supervisor or Central Administration if said complaint is considered serious enough to warrant investigation.
- A complaint will not be used in any disciplinary action or evaluation process unless an investigation proves the complaint to be valid.
- Valid complaints stating specific concerns involving bargaining unit employees shall not be made a part of the employee's personnel file without written notification. The bargaining unit employee's response must be filed within eight (8) workdays of receipt of the written communication. The response shall be attached to and become a part of the concern.

NOTE: Again, this language will help ensure there are open lines of communication, administrators are aware of concerns, and that Board of Education members do not micromanage or react to the citizen's complaint until it has gone through established protocols.

TRAVEL EXPENSES

Districts vary on the expectations, requirements and methods for travel and travel reimbursement. Some districts will reimburse mileage for any in or out of district or out of county travel. Some districts will just reimburse for out of district travel. While others will not reimburse administrators for travel, expecting them to claim it on their personal tax returns.

Travel

Travel outside xxxx County will be paid at the current IRS mileage rate for every mile traveled for District business. Evidence of this expense shall be submitted in accordance with Board policy for reimbursement.

Or...

Travel

Travel outside of the District boundaries will be paid at the current IRS mileage rate for every mile traveled for District business. Evidence of this expense shall be submitted in accordance with Board policy for reimbursement.

Or...

Travel

Any travel for the purposes of District business will be paid at the current IRS mileage rate for every mile driven. The Administrator shall follow the District reporting requirements in order to be reimbursed for this travel.

NOTE: Regardless of which travel actually qualifies for reimbursement by the district, be sure to become familiar with, and follow, the appropriate guidelines/policies for travel reimbursement.

PROFESSIONAL ASSOCIATION DUES

It is typical for contract language to be included regarding the administrator's participation in professional associations. It is possible that the specific associations will be named in the language, or there will be a number of memberships that will be covered.

Professional Association Dues

The Administrator is encouraged to participate in state and national associations and their activities. The dues for the Administrator's membership in appropriate state and national associations will be paid for by the district with a limit of membership in no more than two state associations and one national association. Additional association memberships may be granted by the Superintendent (or designee).

NOTE: Make sure that you fully understand the type and number of associations the district allows and that you actively participate in these associations to ensure that you are being kept current with educational trends, legislation, leadership growth, etc.

[MASSP's](#) and [MEMSPA's](#) membership web pages have detailed information about member benefits and services.

OUTSIDE ACTIVITIES

It is common for administrator contracts to address the matter of an administrator doing additional work outside of the district as long as it does not interfere with their work for the district.

Outside Activities

The Administrator shall devote their full time and talents to the business of the school district. They may only serve as a professional consultant to other district/educational agencies, engage in written activities, speaking engagements, or engage in other activities which are of short-term duration, with prior approval of the Superintendent. Such activities shall not impair the Administrator's service to the District. It is recognized that the Administrator may occasionally teach courses at the postsecondary level, outside of work hours. However, no such activities shall interfere with the performance of their duties as an Administrator.

If the Administrator receives honoraria and/or compensation while drawing salary from the district, the honoraria/compensation shall be transferred to the district if the work is done during normal hours. If the Administrator chooses to use vacation leave to perform outside activities, they shall retain any honoraria paid. It is understood and agreed that the Board may direct the Administrator to cease any outside activities in its sole discretion.

NOTE: The key to success for participation in "outside activities" is to have a discussion with your Superintendent (or designee) regarding your plans and ensure that the arrangements that are being made comply with the related contract language or relevant Board policy.

CELL PHONE REIMBURSEMENT

Many districts either offer a district paid cell phone or a reimbursement for the administrator's cell phone usage.

Language is typically in an administrative handbook or board policy, but it may also appear in the contract.

Cell Phone Reimbursement

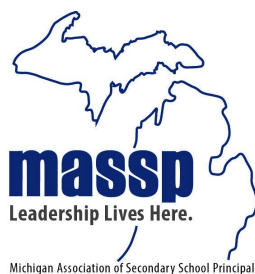
In acknowledgement that the Administrator is required to use their personal cell phone during business on a regular basis, the Administrator will receive a monthly stipend for business use of their cell phone. The stipend will be \$xx per month and will be paid twice a year (January and June) to the Administrator.

IMPORTANT NOTE: All communication devices (including cell phones) whether they are personal or district owned, fall under the Freedom of Information Act (FOIA). FOIA governs the disclosure of public records to members of the public, which may include, but is not limited to members of the press, parents or other community members, or anyone with a particular interest and the money to reimburse the district for the cost of compiling the records. The disclosure requirements of FOIA apply to any device used to conduct business for a public entity, whether or not that device is paid for or reimbursed in whole or in part by the district. However, if your cell phone is provided by or paid by the district, it is likely to be under greater scrutiny than a privately owned device, including the district's acceptable use policy. This is critically important to keep in mind when you use your phone or the district provided device.

RESIDENCY

NOTE: In the past it was common for a district's board of education to feel it necessary for an Administrator to live in the district where they work. Please note that [Public Act 212 of 1999](#) prohibits the Board from requiring an Administrator or other district employees to live within the boundaries of a school district, essentially limiting policies relating to residency requirements.

With this said, if a board of education would like to include a residency requirement in a contract, [MCL 15.602](#) provides that the board may, at most, require an administrator to reside within a specific distance of the school district's boundary (the statute limits this distance to being twenty miles or greater), measured in a straight line between the administrator's place of residence and the nearest boundary of the school district. However, if the spouse of the administrator works for another school district or other public employer that requires a similar residence requirement, statute prohibits the Board from enforcing the 20-mile (or any other district) residency requirement against the administrator.



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