

Belding Area Schools Directors' Handbook

Revised July 1, 2017



**Belding Area Schools
850 Hall Street
Belding, MI 48809**

I. Introduction

The material that follows has been developed to further strengthen the management team concept and to assure a continuation of good communication between the Board and Directors' staff. Director staff refers to the Executive Director of Finance and Operations, Director of Facilities, and Director of Transportation.

This handbook outlines the entire understanding relating to the conditions of employment for director positions. No verbal or written statements not reflected in this handbook will apply or be recognized.

This handbook is subject to change by the Board of Education from time to time with prior input from the management team.

This handbook is not a labor agreement for purposes of the Public Employment Relations Act.

II. Board - Administration Relationship

The Board and Directors' staff enter into this relationship with an understanding of the importance of a team management concept. Such a team includes the Board and all directors within the Belding Area Schools. The directors shall be involved in developing and achieving the district replacement plans for their department, consulted in appropriate policy decisions, and supported in their director assignments.

Directors agree that there must be an understanding of the roles of the Board and their positions and demonstration of mutual support of these roles. To further assist in the understanding of the respective roles, directors will provide representation at regularly scheduled Board meetings to assist the Superintendent and Board in any way possible. Directors will be available to the Board for special presentations regarding their departments.

Similarly, we believe that the professional status of the directors' staff demands a high level of performance and accountability mirroring that of the administrative personnel.

III. Employment Procedures

A. Qualifications

1. Directors involved in the school district operations shall meet all State criteria relative to director certifications.
2. Applicants must complete a Board of Education employment application form.
3. Previous records and references of applicants will be checked including previous employment and personal references.
4. Successful applicants must provide payroll and withholding information as required.
5. Each new director will be placed on a two-year probationary period during which his/her ability to fulfill the requirements of the position will be evaluated.

6. Pending final approval by the Board of Education, the Superintendent has the discretion to offer one, two, or three-year fixed duration contracts to directors after the completion of the probationary period.
7. Directors will be expected to attend in-service training programs provided for orientation to their employment responsibilities.
8. Directors must meet any requirements established by the law for continued employment.
9. Nothing in this handbook or any individual contract will be construed to convey tenure in any administrative capacity.

B. Medical Information

1. Physical Examination

- a. A physical examination, by a licensed physician, may be required as a condition of employment, or upon return to active duty after an extended absence.
- b. Cost of all pre-employment examinations will be assumed by the candidate.
- c. At such other times as may be deemed necessary by the Board of Education a physical examination may be required at the Board's expense, by a physician selected by the Board.

2. Psychiatric Examination

A psychiatric examination may be required by the Board of Education, whenever the Board deems it necessary. The cost of such examinations shall be assumed by the Board of Education.

C. Evaluation Procedure

Directors' performance shall be evaluated by the Superintendent or Superintendent's designee not less than annually using multiple rating categories. The Superintendent or designee will meet to discuss and determine performance standards, and department goals, prior to commencement of the evaluation process. Criteria upon which directors will be evaluated will be communicated to the Directors' Staff by the Superintendent or designee prior to the initiation of the evaluation process if there has been any change in the process since the last evaluation.

D. Transfer

Any director will be given the opportunity to seek a transfer when a director opening occurs within the district for which he/she is qualified. Director positions shall be posted for ten (10) business days, unless the Board President approves otherwise. Directors from within the district will be given consideration equal to other applicants for positions for which they qualify.

E. Reassignment

1. Reassignments will be made when the Board and Superintendent deem it necessary to carry on the educational process in the best interest of the district. Opportunity will be provided for directors involved to discuss their proposed reassignments with the Board and the Superintendent.
2. In cases where the reassignment is to an alternate classification involving different income or number of weeks worked, after the final decision has been made by the Board and the Superintendent, the director may implement the due process procedure if he/she so desires.
3. If a director is re-assigned to different non-supervisory duties, service as a director, shall count toward seniority in the new assignment to the extent allowed by law and the collective bargaining agreement that controls the new assignment.
4. In the event of a reassignment under Sections D, E, and F, the salary, workdays and benefits will be commensurate with those of the new position.

F. Staff Reduction

Should reduction in director staff become necessary, the Superintendent will inform the directors directly involved in writing and give reasons for such reductions.

G. Voluntary Termination of Contract

The "Director Contract of Employment" signed by a member of the team specifies that "this contract may be terminated through mutual consent of the parties involved." A director desiring voluntary termination shall meet with the Superintendent and provide reasons for the request in writing. As much advance notice as possible should be provided to assure a reasonable opportunity to secure a satisfactory replacement.

The Superintendent shall feel free to discuss the voluntary termination of employment with a director when it appears to be in the interest of the district and the director.

H. Dismissal and Discipline

Dismissal of Directors' Staff for performance related purposes should normally be the final action in the process designed to improve an aspect of the Board's operation. The following procedures shall normally be implemented prior to dismissal:

1. Annual director evaluations are designed to establish major objectives of the Board for various aspects of the educational enterprise. Personal conferences conducted at that time should signal areas of unsatisfactory performance.
2. Documentation of less than effective and/or inappropriate conduct through warnings or reprimands will be placed in the employee's personnel file.

3. Personal conferences with the director shall be conducted by the supervisory the Superintendent.
4. A written description of the reason for dismissal will be submitted to the director. When the interests of the district warrant, the director may be removed from his/her post, with pay, pending dismissal.

IV. Due Process Procedure

A. Discipline or Discharge

Directors will not be disciplined or discharged during the term of their individual contract for reasons that are arbitrary or capricious.

Due process provides an appropriate recourse to a director who believes that his/her professional rights or employment status have been jeopardized through the action of a superior. A director may invoke the due process procedure whenever he/she experiences difficulties leading to:

1. A recommendation of dismissal from his/her assignment.
2. Reassignment of a director to a different classification.
3. Disciplinary action.
4. Charges likely to cause damage to his/her professional status.

B. Resolution of Dispute

The director concerned may pursue a resolution of the dispute through the following sources:

1. The Superintendent.
2. The Board of Education. (dismissal and non-renewal only)

V. Administrative Work Year

A. Job Responsibilities

1. Specific responsibilities for each director are outlined in the Job Descriptions maintained by and available through the Superintendent's Office.
2. Directors are expected to schedule work for the number of weeks specified in their individual contracts throughout the year to assure the orderly completion of assigned duties. Working weeks will not fall below the number listed by position in Addendum "A". Non-work time/Vacation may be distributed throughout the year in such a manner as to avoid conflict with the responsibilities of the assignment and with the prior approval of the Superintendent.

3. Directors are expected to schedule work when school is in session and at other times as arranged with the Superintendent to fulfill their contracts.
4. Directors will be expected to work over the Christmas and Spring Break weeks unless vacation days are used.
5. It is expected that all directors will attempt to keep the Superintendent's Office informed of their whereabouts during non-work time/vacation so that they can be reached when necessary.
6. The Board of Education and directors recognize that emergency and unforeseen events may occur which would require the immediate attention at times other than during regular school hours.
7. Directors endorse the concept of "24 hours per day and 365 days-per-year" responsibility to their assignments. Many aspects of the assignment cannot be completed during a standard workday and pressing emergency situations may warrant other non-scheduled, non-office hour service.
8. The Board of Education endorses the concept of "compensatory time" which implies that a director should not be required to exceed a reasonable total time commitment to his/her individual contract. Utilization of compensatory time must be arranged with, and have the prior approval of, the Superintendent.
9. If school is closed because of Acts of God, directors are expected to report to work, unless otherwise directed by the Superintendent or vacation time is used.
10. Whenever emergency circumstances disrupt the normal operation of the instructional day, directors will be available, upon the request of the Superintendent.

B. Salary Provisions

1. Salary:

Directors:	<u>Base Pay</u>	<u>Daily Rate</u>	<u>#of Days</u>
Director of Facilities	\$69,303.55	266.52	260
Exec. Director of Finance/Ops.	\$74,000.00	284.61	260
Director of Transportation	\$57,308.71	220.42	260

In the event of a vacancy, job reconfiguration, and new hire, the Superintendent and Board may modify the salary provisions to reflect the new director's prior experience and/or other qualifications, and job responsibilities.

2. Educational Adjustments

Director with less than a Bachelor's Degree	-\$2,000
Executive Director of Finance with Chief Financial Officer Certification	\$2,000
Director with 2 nd Masters Degree, Specialist Degree, or Doctorate	\$4,000

3. Longevity

A director may add \$600 as longevity pay to his/her salary for each year of experience awarded by the District in a director capacity, completed on the previous June 30. The longevity pay may reach a maximum of \$3,000 (five years).

C. Separation of Employment

In the event of a separation of employment at a time when a director has not earned all the salary paid to the date of separation, the director shall be responsible for repayment of the excess salary and benefits costs.

VI. Administrative Benefits

A. Sick Days

Directors will be granted fifteen (15) sick days per year. Unused sick time may accumulate. With the approval of the Superintendent, sick time may be authorized for the funeral of a director's relative. Pay for unused sick time will be in accordance with the following:

If an irrevocable resignation is delivered to the District's Central Office on or before November 1 for a resignation effective at the conclusion of the first semester of the current school year or April 1 for a resignation effective at the conclusion of the current school year, the District shall purchase from the employee unused sick time according to the following schedule:

1. If fifty (50) or fewer days are accumulated on the last day of the employee's employment, ten dollars (\$10) for each day or portion thereof shall be paid to the employee.
2. If more than fifty (50) days but one hundred (100) or fewer days are accumulated on the last day of the employee's employment, fifteen dollars (\$15) for each day or portion thereof shall be paid to the employee.
3. If more than one hundred (100) days but one hundred fifty (150) or fewer days are accumulated on the last day of the employee's employment, twenty dollars (\$20) for each day or portion thereof shall be paid to the employee.
4. If more than one hundred fifty (150) days are accumulated on the last day of the employee's employment, twenty-five dollars (\$25) for each day or portion thereof shall be paid to the employee.
5. Payment for 1., 2., 3. or 4. above shall be made on or before June 30 of the appropriate fiscal year. Said payment shall be made to a Section 403b plan adopted by the Board.

B. Holidays

All directors will be granted the following holidays, which are not chargeable against non-work time. It is recognized that emergencies may arise that will necessitate the calling of a director to his/her assignment at any time, including holidays.

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday following Thanksgiving Day – provided school is not in session
5. Day preceding Christmas Day – provided school is not in session
6. Christmas Day
7. Day Preceding New Year's Day – provided school is not in session
8. New Year's Day
9. Good Friday – on the day provided school is not in session
10. Memorial Day – on the day officially celebrated

C. Personal Business Leave

1. Three normal working days of paid personal leave will be granted to transact personal business.
2. Arrangements for use of personal leave must be made with the Superintendent 24 hours in advance, except in cases of emergency.
3. The day immediately preceding or immediately following a legal holiday or bona fide vacation period will not be recognized by the Board of Education as a personal business leave day unless specifically approved by the Superintendent.
4. Personal business leave must not be used as vacation time. Personal business leave is not accumulative.

D. Fringe Benefits

1. Insurance
 - a. The Board shall provide up to full family health and medical insurance within current legislative hard cap restraints. The Board shall provide up to full family dental and insurance.
 - b. The Board shall provide up to full family vision insurance.
 - c. The Board shall provide one hundred thousand (\$100,000) in term life insurance for each director.
2. Any director who chooses not to avail him/herself of some or all of this insurance will receive the legislative single subscriber hard cap amount annually in case under a qualified Section 125 Plan.

3. Each director will be allotted a business expense allowance for tuition/books and conference related expenses in the amount of \$3000. Items purchased with the business expense allowance are considered district property and shall be returned to the district upon any type of cessation of employment. Any overage in business expense accounts shall be deducted from the upcoming year's allowance, as approved by the Superintendent in advance.
4. Each employee must provide assurance that he/she is not covered elsewhere by equivalent hospitalization protection provided through their spouse or other employee.
5. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period provided the employee is actively on payroll including periods when the director is on paid leave. Benefit payments will not be made while a director is on unpaid leave unless required by the Family Medical Leave Act.
6. Payment of insurance premiums, by the Board of Education, will cease the last day of the month in which separation of termination of employment occurs and when accumulated sick leave has been exhausted unless further payment is required under the Family Medical Leave Act.
7. Technology allowance of \$50.00 per month, per director, in lieu of a district paid cell phone. Directors will provide Central Office a copy of personal invoices for technology reimbursement.

E. Vacation

Vacation time for each 52-week director will be credited for use on July 1. Directors will be allowed to carry over a maximum of ten (10) vacation days, not to exceed 30 cumulative days, at the beginning of any given contract year. Carry-over days must be requested to the Superintendent in writing prior to June 30 of any school year. Vacation time used must be entered into the district's on-line attendance system (Will Sub) as days are used. Unused vacation time will not be compensated.

F. Worker's Compensation

Each director employee is covered by worker's compensation as required by law. It is the director's responsibility to report any injury or accident which is job-related to the Superintendent.

G. Jury Duty

Director staff will be permitted time off work with pay when serving on a jury. All jury payments to the said director will revert back to the district as determined by the Superintendent and Executive Director of Finance.

VII. Miscellaneous Provisions

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

This handbook shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. Any individual contract between the Board and an administrator shall be subject to and consistent with the terms and conditions of this agreement, and an individual contract hereinafter executed shall be expressly made subject to and consistent with the terms of this handbook.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act has the right to reject, modify, or terminate this handbook as provided in the Local Government and School District Fiscal Accountability Act.

Addendum “A”

Position	Insurance Year Terms Work Year:	Scheduled Work Weeks/Vacation:	Time “Off”:
Executive Director of Finance and Operations	July 1 – June 30	52 weeks; 260 days; Four Weeks Vacation	N/A
Director of Facilities	July 1 – June 30	52 weeks; 260 days; Four Weeks Vacation	N/A
Director of Transportation	July 1 – June 30	52 weeks; 260 days; Four Weeks Vacation	N/A