

3208

7/99

**MASTER CONTRACT AGREEMENT**

**OF THE**

**MADISON BOARD OF EDUCATION**

**AND THE**

**MADISON DISTRICT ASSOCIATION OF PRINCIPALS & ASSISTANT  
PRINCIPALS**

**1997-1999**

*Madison District Public Schools*

# ADMINISTRATIVE CONTRACT

## INDEX

ARTICLE	TITLE	PAGE
I	AGREEMENT	1
II	RECOGNITION AND CONFORMITY TO LAW	1
III	ASSOCIATION BUSINESS	1
IV	BOARD RIGHTS	2
V	ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES	3
VI	SALARY	8
VII	INSURANCE	9
VIII	BUSINESS EXPENSE AND CAR ALLOWANCE	13
IX	PROFESSIONAL MEMBERSHIP	13
X	ABSENCE	13
XI	RETIREMENT AND DISABILITY	15
XII	GRIEVANCE PROCEDURES	16
XIII	WAIVER CLAUSE	18
XIV	NO STRIKE CLAUSE	19
XV	AMERICANS WITH DISABILITIES	19
XVI	DURATION OF AGREEMENT	20
	LETTER OF UNDERSTANDING - REDUCTION OF STAFF	21

## **ARTICLE I**

### **Agreement**

The Agreement is entered into this twenty-ninth day of May, 1997 by and between the Madison District Schools of the City of Madison Heights, Michigan, hereinafter called the "Board" and the Madison District Association of Principals and Assistant Principals, hereinafter called the "Association".

The term "administrator" as used in this Agreement shall refer to all employees represented by this Association.

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, natural origin, age, sex, or participation in the activities of this Association.

## **ARTICLE II**

### **Recognition and Conformity to Law**

Nothing in this Agreement shall deny or restrict the Board and/or Administrators of their rights, responsibilities and authority under law, codes, or regulations except as specifically abridged or modified by the express written terms of the Agreement.

In accordance with the provisions of Act 379, PA of 1965, and the Board action of March 6, 1972, the Board recognizes the Association as the sole and exclusive collective bargaining agent for all State certified administrators excluding the Superintendent, Administrative Assistant, Directors, and Supervisors.

## **ARTICLE III**

### **Association Business**

#### **A. Use of School Facilities**

The Association shall have the right to use, for Association business, school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of materials and supplies incidental to such use and any repairs to the facilities and equipment which result from their use. Non-members of the Association shall not operate any of the above equipment for Association business.

**B. Official Business**

The Association shall have the right to use building facilities at all reasonable times and hours for meeting provided that it shall not be during the students' instructional day. When special custodial duties are required, the Association shall fill out a building permit and shall pay the actual custodial charges.

**C. Inter-School Mail Service**

The Association may use the district's inter-school mail service for communications initiated by its members provided distribution of Association mail does not result in additional expense to the Board.

**ARTICLE IV**

**Board's Rights**

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.**
- B. The Board reserves the right to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school system; suspend or discharge employees; maintain the efficiency of the school operations; determine services to be rendered by the public schools; take action as may be necessary to carry out the goals of the public schools; determine the methods, means, and personnel by which operations are to be carried out; be the policy-making and governing body of the public schools.**
- C. The Board reserves the right to determine the number and kind of administrative positions within the School District and if in the Board's opinion it is necessary to reduce the administrative staff, the Board will retain the best qualified persons in the particular classification.**

## ARTICLE V

### Administrative Rights and Responsibilities

#### A. Staffing

1. All openings for state certified administrative positions shall be announced, in writing, to all administrators prior to the date stipulated for application for such position. All announcements of administrative openings will include a job description of the position and the minimum qualifications necessary.
2. Any administrator who wishes to transfer from his/her present administrative position must make the request in writing to the Superintendent by January 1st of each school year. The written request shall include, but is not limited to, the position or school to which he/she wishes to be transferred and the reason(s) for the request. First consideration shall be given to these requests before the Board fills a vacant position. The Board's decision is final and shall not be subject to the grievance procedure (Article XII).
3. Involuntary Transfer: When a transfer of a member of the Association is at the request of the Superintendent, the member of the Association affected shall meet with the Superintendent to discuss the reasons for the transfer. At the option of the member of the Association, an Association representative may be present at such a meeting.
4. Should consolidation of students and/or districts, or substantial change in finances make necessary the reduction in the number of administrators employed by the Board, the Board will notify the administrator(s) that he/she will not be employed as an administrator. The Board will retain those administrators who are currently employed in those positions and have the best qualifications and length of service. The employee (former administrator) will be retained as a teacher at the level and step in accordance with their total length of employment if hired before June 1, 1981. If hired after June 1, 1981, the employee (former administrator) will retain their seniority in the teachers' unit according to the length of teaching time in the Madison District Schools, and will be considered for reemployment as an administrator when a comparable position is opened by the district.
5. The administrator shall be consulted before staff members are transferred from or to their building. The administrator shall have an opportunity to interview any prospective new employee who may be assigned to a

3. **During the two year probationary period, said administrators shall not have access to the grievance procedures outlined in this agreement for the purpose of contesting a failure to reemploy.**

#### **E. Hours of Responsibilities**

1. **It is agreed that all administrators have a professional responsibility to provide their staff and students with supervision and assistance throughout the school hours of the student and the normal working day of the professional staff. The typical working day, beginning no later than 8:00 a.m., of the administrator will consist of 8 hours, excluding normal evening activities. In secondary buildings with two administrators, the second administrator's arrival hour will be no later than 9:30 a.m., if they choose to use a staggered schedule.**
2. **Unusual deviation from this responsibility must be approved by the Superintendent prior to its occurrence. Unapproved absence or tardiness during the school day may result in reprimand, a pro-rated reduction in pay, and/or termination of administrative status after repeated violation.**

#### **F. Responsibilities**

1. **The Association agrees that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding personnel the administrator supervises. When appropriate, the administrator shall seek the recommendation of his/her immediate supervisor in such matters.**
2. **The Association agrees that each administrator shall evaluate all employees who he/she supervises to assure that only competent employees are retained by the Madison District Schools, (i.e. professional staff, custodians, secretaries, etc.).**
3. **The Association agrees that each administrator shall live within the budget categories he/she has control of. The administrator will reduce or make recommendation to the Superintendent on cost reduction for his/her building; such as, but not limited to: reduce waste, prevent unnecessary damage, defacing and vandalism of equipment, and teacher/student ratio.**
4. **The Association agrees that the care of school buildings and grounds to insure safety for students and visual appeal to the public is the responsibility of each administrator insofar as he/she has authority to act in such matters.**
5. **The Association agrees that administrators are responsible to disseminate and enforce those codes and regulations received from the Board, and to seek compliance from those under their supervision in**

matters relating to safety, health and general welfare of students and personnel; such as but not limited to Oakland County Health Department, MIOSHA, Madison Heights Fire Marshal, and Civil Defense authorities.

6. The Association agrees that each administrator will actively cooperate and participate with his/her immediate supervisor in curriculum development, curriculum coordination K-12, and selection of delivery system.
7. In order to encourage harmonious and expeditious resolution of parent complaints at the local level, the Board will encourage parents and citizens first to consult the building administrator(s) involved.
8. In order to keep administrators informed of matters pertaining to the School District, the Board agrees to send each member of the Association a copy of the agenda for each Board of Education meeting, and copies of the minutes of these meetings after their adoption.
9. Administrators are encouraged to be consultants to the Board of Education's negotiating team when the Board is negotiating with other organized groups in the Madison District Schools.

#### **G. Health**

1. The Board, upon recommendation of an administrator's immediate supervisor in writing and at its own expense, will engage the services of two physicians, suggested by the Oakland County Medical Association, for an appropriate medical examination to determine an administrator's fitness to effectively and successfully perform his/her assigned duties.
2. Any administrator suffering a bodily injury or occupational related illness during individual's established working hours should promptly report the same to the Superintendent in order that the request for coverage under Workmen's Compensation will be initiated.

#### **H. Administrative Protection**

1. Any case of assault or personal injury upon an administrator should be reported to the central administration as soon as possible. If the administrator elects to take legal action, the Board may provide legal counseling to advise the administrator of his/her rights and obligations and render reasonable assistance to the administrator and judicial authorities.
2. If any administrator, as a result of any action taken while in pursuit of his/her employment, may possibly be involved in litigation, the administrator shall file a full written report with the Superintendent, including information from any witness. Said report shall be filed within two (2) school days. The Board will provide legal counseling to advise the

administrator of his/her rights and obligations in cases resulting from disciplinary actions or unprovoked situations. The Board will render reasonable legal assistance, when applicable, to the administrator upon recommendation of the Board's attorney, in connection with the handling of the incident by law enforcement, judicial and medical authorities.

- I. An administrator that is laid off and paid unemployment compensation during the summer immediately following the lay-off and is subsequently recalled to an administrative position by the time that he/she would have returned to work will be paid according to an annual salary rate, such that his/her unemployment compensation plus said annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

## ARTICLE VI

### Salary

- A. The base salary schedule for the 1997-98 contracted year shall be:

	1	2	3	4	5	6
El. Asst. Prin.	56,325	57,565	58,830	60,125	61,450	62,800
El. Prin.	58,755	60,018	61,282	62,545	63,810	65,072
M.S. Asst. Prin.	57,365	58,629	59,893	61,156	62,419	63,683
M.S. Prin.	61,724	62,988	64,251	65,516	66,778	68,042
H.S. Asst. Prin.	58,882	60,145	61,408	62,673	63,935	65,200
H.S. Prin.	65,641	66,906	68,136	69,433	70,695	71,959

Educational Specialist or Ed. D. -\$1000

- B. Responsibility factor: Each administrator shall receive additional compensation per the following table:

#### Elementary Principals

- (a) Should the PP thru grade five blended enrollment for their building exceed 370 FTE, they shall receive an additional 1% of base
- (b) Should the PP thru grade five blended enrollment for their building exceed 380 FTE, they shall receive an additional 2% of base
- (c) Should the PP thru grade five blended enrollment for their building exceed 390 FTE, they shall receive an additional 3% of base
- (d) Should the PP thru grade five blended enrollment for their building exceed 400 FTE, they shall receive an additional 4% of base



### Middle School Principals

- (a) Should grades six thru eight blended enrollment exceed 460 FTE, they shall receive an additional 1% of base
- (b) Should grades six thru eight blended enrollment exceed 470 FTE, they shall receive an additional 2% of base
- (c) Should grades six thru eight blended enrollment exceed 480 FTE, they shall receive an additional 3% of base
- (d) Should grades six thru eight blended enrollment exceed 490 FTE, they shall receive an additional 4% of base

### High School Principals

- (a) Should grades nine thru twelve blended enrollment exceed 485 FTE, they shall receive an additional 1% of base
- (b) Should grades nine thru twelve blended enrollment exceed 495 FTE, they shall receive an additional 2% of base
- (c) Should grades nine thru twelve blended enrollment exceed 505 FTE, they shall receive an additional 3% of base
- (d) Should grades nine thru twelve blended enrollment exceed 515 FTE, they shall receive an additional 4% of base

Blended enrollment shall be defined as the average of the Fall student count and the student count from the prior February date.

Any money due under this paragraph shall be considered as additional compensation and paid bi-weekly.

The parties agree to meet by October 31, of the contract year to verify any monies due under this paragraph.

Should an administrator be assigned more than one building, the parties agree to meet within sixty (60) days of the assignment to negotiate compensation.

C. Elementary principals' salary is based on 196 work days for 1997-98; and 197 work days for 1998-99.

Middle school principals' salary is based on 206 work days for 1997-98; and 207 work days for 1998-99.

High school principals' salary is based on 211 work days for 1997-98; and 212 work days for 1998-99.

**D. Any administrator asked to work days beyond their base amount shall be paid at the rate of \$200 per day.**

**E. Base salary for the 1998-99 contracted year shall be:**

**Once the 1998-99 foundation allowance for the District has been established by the state legislation, the 1997-98 base salary shall be adjusted to reflect whatever percentage increase the District has received to said allowance.**

**Should the 1998-99 foundation allowance remain unchanged or decrease, there shall be no change in the base salary schedule for 1998-99.**

**Paragraph B, C, and D apply in both years of this Agreement.**

## **ARTICLE VII**

### **Insurance**

#### **A. Hospitalization**

**Members of the bargaining unit may select one of the following plans:**

- 1. SET Ultra-Med Comprehensive Health Care with a 250/500 deductible and with a prescription co-pay of \$5.00. Upon presentation of receipt stating patient's name, doctor's name, date of service and amount paid, the District shall reimburse employees for the amount of the deductible exceeding \$100 for those with full family or two-person coverage, and for the amount of the deductible exceeding \$50 for those with single person coverage. Reimbursement checks shall be issued with the last pay date of the month.**
- 2. M-Care POS Plan E with additional compensation of eighty (80) dollars per month.**
- 3. Administrators who are not eligible for the Board's health care coverage, or who choose not to participate shall receive additional compensation of eighty (80) dollars per month.**

**Administrators shall sign an affidavit certifying they are not covered by other group health insurance other than that provided by the Board with the provision that misrepresentation shall cause immediate cancellation of insurance and repayment to the Board premiums paid while under double coverage. The only expectation to this would be when there is written confirmation to participate in the employer's health insurance**

program as a condition of employment; then both parties may continue with the insurance, as provided.

**B. Life Insurance and Accidental Death and Dismemberment insurance in the benefit amount equal to the nearest thousand dollars of twice the Administrator's salary to a maximum of \$50,000.**

**C. Dental**

- 1. The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, a full family dental plan as described in the specifications submitted to the insurance carrier selected by the Board.**
- 2. Administrators in need of Orthodontic treatment for dependent children are to make arrangements with the Administrative Assistant during the open enrollment period for insurance. (month of September)**

**Orthodontic coverage is limited to \$1,000.**

**D. Long-Term Disability**

- 1. The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, an Income Protection Insurance. The insured will be entitled to a minimum of sixty-six and two thirds percent (66 2/3%) of his/her contracted salary after a maximum of ninety (90) consecutive days of illness in accordance with the time, conditions, and limitations of the Board contract with the carrier, maximum of \$3,500 per month.**

**E. Any employee who elects not to participate in Section A (Hospitalization) and/or Section C (Dental) may have a monthly amount deposited to a T.S.A. with any company registered under Board Policy (\$70.00 per month in lieu of hospitalization and \$20.00 per month in lieu of dental). May be subject to Federal Tax (IRS 415).**

**F. Optical**

- 1. Board provided optical plan.**

**G. General Insurance Provisions**

- 1. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be**

controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

2. **The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.**
3. **Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established under Article XII of the attached Agreement.**
4. **Part-time contracted administrators will be provided premium payment in proportion to time worked.**
5. **Administrators' insurance shall become effective when the carrier's requirements are met.**
6. **To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.**
7. **Administrators who have Board-provided term life insurance, as provided through the insurance plan, have a 31 day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance company within 31 days of their last day of employment.**
8. **An administrator eligible for Medicare shall enroll for Medicare benefits (Part A & B) within 30 days of his/her first eligibility date. The administrator shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.**
  - a. **Administrators and spouses eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Administrators and their eligible covered spouses can either elect Medicare or the school-provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and Deficit Reduction Act).**
  - b. **The Board of Education will not be liable for any penalties against the administrator by the insurance carrier or the IRS as the result of his/her election.**

- H. The on-going review of the containment of costs regarding fringe benefits may result in a recommendation for comparable coverage.

## ARTICLE VIII

### Business Expense and Car Allowance

The Superintendent will evaluate mileage, school business expense and damage to personal clothing which are submitted by the administrator for reimbursement. Mileage will be paid at the Board's established rate per mile.

## ARTICLE IX

### Professional Membership

#### A. Membership Dues

The Board will pay for or reimburse members of the Association, when submitted on appropriate form or receipt for the organization in accordance with the administrator's assignment and with the Superintendent's approval for active\* membership in the following:

1. National Association of Elementary or Secondary Principals
2. State Association of Elementary or Secondary Principals
3. Regional or County Association of Elementary or Secondary Principals

\*Active is defined as attendance in the Regional or County meeting and occasional attendance at the State or National level.

## ARTICLE X

### Absence

#### A. Sick Days

1. Sick day allowance is to be used for absences due to personal illness or serious illness in the immediate family. The immediate family shall include: grandmother, grandfather, father, mother, brother, sister, wife, husband and children.

2. **Allowance:** Each administrator shall earn one (1) day sick leave per month worked and one-half (1/2) day for any month that he/she works more than five days but less than twelve days. One-half (1/2) sick day shall be credited to this bank on the first two pays of each month worked.

#### **B. Personal Business Days**

1. **Absence from administrative duties for personal business that cannot be conducted other than during school hours.**
2. **Each administrator shall be credited with two (2) days on the first pay after reporting to work. An administrator working less than their contracted amount shall have their personal business days prorated.**
3. **Unused personal business days will be accumulated as sick days.**
4. **Sick days may be used for personal business days upon approval of the Superintendent.**

#### **C. Bereavement Days**

1. **Upon request to the Superintendent the administrator may use his/her sick leave bank for death in their or their spouse's immediate family.**
2. **Upon request to the Superintendent the administrator may attend funerals of district employees and students from their building.**

#### **D. General Provisions**

1. **The unused sick day allowance shall be accumulative to one hundred-eighty (180) full days.**
2. **The Board and the Association agree that administrators are expected to satisfactorily explain their absences. Those who use these days for other than their stated use may be subject to nonpayment of wages for those days misused.**
3. **Absences the working day before and the working day after a holiday period are not reimbursable without submission of cause through the Superintendent for approval or disapproval.**
4. **If an employee returns to the district after terminating their employment, they may not reclaim previously accumulated sick leave days.**
5. **The administrator will normally notify the Board of Education Office no later than the beginning of the school day if he/she is unable to perform his/her duties for reasons as stated in Article X, Sections A, B, or C. The**

administrator will call the Board of Education Office no later than 4:00 p.m. of the day absent to notify them of his/her availability or unavailability for the next working day.

6. The administrator will notify the Board of Education Office when he/she is to be absent from the district due to school business.
7. a. Beginning with the tenth year as an administrator with the District, and upon a written request submitted to the Superintendent, or designee, by September 30th of the contract year, an administrator may sell twelve (12) days of his/her accumulated sick day allowance back to the District at a rate of fifty dollars (\$50) per day per contracted year.

or

- b. After twenty-four (24) years of service to the District, and upon a written request submitted to the Superintendent, or designee, by September 30th of the contracted year, an administrator may sell twelve (12) days of his/her accumulated sick day allowance back to the District at a rate of ninety dollars (\$90) per day per contracted year. Any monies paid the administrator under this paragraph shall be subtracted for any money due the administrator under Article XI.
- c. Any administrator electing to exercise option (a) of this paragraph shall not be eligible to exercise option (b), nor shall they be eligible for any monies under Article XI.
- d. Final determination for inclusion in the three (3)/five (5) year average rests with the Michigan Public School Employees Retirement System and/or the Social Security Administration.

## ARTICLE XI

### Retirement and Disability

- A. After Fifteen (15) consecutive years in the Madison District, any actively employed administrator, under this contract, who terminates their employment with the Madison Board of Education and accepts retirement from the State Retirement Program shall be compensated:
  1. At the rate of \$50 for each year of continuous service with the Madison District.
  2. \$20,000, less any money paid the administrator under Article X, Section D-7.