

6/30/98

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MABA - MAPS, 1996-98 CONTRACT

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DURATION OF AGREEMENT

ARTICLE I - RECOGNITION

The Board hereby recognizes the MABA in accordance with the applicable provisions of Act No. 379, as amended, as the exclusive collective bargaining representative for the personnel employed by the Board as building administrators (principals and assistant principals), as follows. Position titles in the MABA membership and covered by this Agreement are:

- High School Principal
- Middle Level Principals
- Assistant Principals
- Elementary School Principals
- Alternative School Principal

The Board agrees not to negotiate on matters covered by the law with any administrative organization other than MABA for the duration of this agreement. However, nothing contained herein shall be construed to prevent any individual building administrator from presenting an individual grievance and having that grievance adjusted without intervention of the MABA, provided the MABA has been given an opportunity to be present at such adjustment and provided the adjustment is not inconsistent with the terms of this Agreement.

The Board agrees to continue its policy of non-discrimination against any building administrator on the basis of race, creed, color, age, national origin, sex, marital status, or membership, participation in, or association with any professional education organizations.

Margaret Ann Fulkler School

ARTICLE II - MABA AND EMPLOYEE RIGHTS

1. The Board, prior to changing or adopting any major job classification duties or work rules having direct and significant application to the employment conditions of building administrators, will notify the MABA, in writing, one month in advance of the scheduled Board action to allow the MABA to make a recommendation to the Board.
2. The MABA shall have the right to use school buildings and facilities for meetings, use of office equipment, and inter-school mail service.
3. The Board agrees to furnish, within a reasonable time, information requested by the MABA concerning the finances of the district.
4. No building administrator shall be required to perform duties outside the bargaining unit on a regular basis unless mutually agreed upon between the Board and the MABA.
5. Tenure in position as a building administrator is denied with the exception that building administrators who presently have administrative tenure will be grandparented.
6. Building administrators who have served the probationary period for teacher tenure with the MAPS, and who have met all other qualifications for teacher tenure, will have teacher tenure to the extent provided by the State Tenure Act. If removed from a building administrator's position, the building administrator will be given credit on the Salary Schedule of the Marquette Area Public Schools teacher's bargaining unit consistent with the total number of years served in the district in a position which required a teaching certificate.
7. Any building administrator shall have the right to inspect his/her District Office personnel file upon proper notification to the Superintendent or his designee.
8. Each building administrator shall have the responsibility and authority to assign building staff to best meet the overall needs of the students. For assignment purposes, building staff shall not include personnel (professional or other) performing service in Special Education or personnel (professional or other) performing services in more than one building on a regular basis. Such assignment will be made by the Superintendent or his/her designee, considering the advice of the affected building administrators, in accordance with Board Policy and any applicable Master Agreement.

ARTICLE III - VACANCIES AND PROMOTIONS

1. Vacant administrative positions, including newly created positions, shall be shared in writing with all building administrators. The communication shall contain the responsibilities and duties of the position and set forth the desired qualifications.
2. Building administrators who apply for any bargaining unit position for which they are qualified by training and/or experience shall be interviewed. For administrative positions outside the bargaining unit, MABA candidates shall be given preference for an interview over candidates outside the bargaining unit.

ARTICLE IV - EVALUATION AND DISCIPLINE

1. Each building administrators' performance shall be evaluated, at a minimum, on an annual basis by the Superintendent or Assistant Superintendent. Assistant Principals will be evaluated by the Assistant Principal's supervising building principal and/or the Superintendent or Assistant Superintendent.

Job descriptions will be updated by the Superintendent on an annual basis and shall form a part of the basis for performance evaluations.

2. Prior to October 1 of a regular school year, the evaluator (supervising building principal and/or the Superintendent or Assistant Superintendent in the case of Assistant Principal evaluations and Superintendent or Assistant Superintendent for all other building administrators) shall meet with the building administrator being evaluated to review the performance evaluation process, procedures and timelines and to list the building administrator's initial goals and objectives for that school year (a pre-conference). Copies of the initial goals and objectives will be made available to the evaluatee and the evaluator.

Before the final written evaluation report is completed, the evaluator and building administrator will meet to discuss information furnished by the evaluatee or evaluator which demonstrate the building administrator's progress toward his/her goals and objectives (a post-conference).

For the 1996-97 school year only, the October 1 date referred to above shall be extended to January 31, 1997.

3. The Superintendent or Assistant Superintendent or supervising building principal in the case of an Assistant Principal will be the only one who will be permitted to enter evaluative documents into the building administrator's personnel file. A final written evaluation report will be completed no later than the building administrator's last day of work for that contract year. Within ten (10) working days, the building administrator may submit a written response to his/her performance evaluation report which shall be incorporated therein and become a part of the evaluation record.
4. A written complaint from any source against a building administrator will be called to the attention of the individual by the Superintendent or another Central Office Administrator within ten (10) working days. No complaints will be placed in a building administrator's personnel file without the knowledge of the building administrator.
5. No building administrator shall be reassigned or reduced in rank or compensation capriciously.
6. No building administrator shall be disciplined or reprimanded without just cause. Just cause shall include, but not be limited to, a "Serious Offense" or a "Major Offense" as defined under the Marquette Area Public Schools Drug and Alcohol Discipline Policy. The provisions of that policy and the Marquette Area Public Schools Drug and Alcohol Testing Policy shall be applied to building administrators as "Drivers" under the policies, and in their capacity as building administrators, except that "Random Testing" shall not apply to building administrators. The "Work Related Period" under each of the aforementioned policies shall, for purposes of application to building administrators, include the building administrator's regular work day and any activity that the building

administrator has been previously scheduled to attend but, shall not include times when the building administrator has been called out to respond to an emergency situation.

ARTICLE V - LEAVES OF ABSENCE

1. Personal Days:

Each year, all building administrators shall have seven (7) personal days. Except for illness or death in the immediate family, personal days may be used only at times when, in the Superintendent's discretion, the building administrator's absence will not be significantly disruptive to normal school operations.

All days not used will be paid for at the building administrator's current daily rate of pay by June 30 of the year.

With prior approval of the Superintendent, a personal day may be "made up" by the building administrator if he/she works a corresponding day during a vacation period during the school year or outside the building administrator's work year referred to in Article VII, but, in any case, not during a weekend.

Unless used for illness by the building administrator, each building administrator's current accumulated sick leave, earned in the district, will be kept in the building administrator's sick leave bank. All days remaining at retirement will be reimbursed as stated in Article IX Terminal Leave Pay.

All building administrators will have available twenty (20) noncumulative sick leave days for any school year.

2. Sabbatical Leave

The Board agrees that if a building administrator has completed seven years of service as building administrator within the district, he/she may be granted a sabbatical leave with Board approval. The building administrator on leave shall receive half pay and fringe benefits as described in Section 2 of Article VII for the period of the leave of up to one school year based on the current salary of the position which he/she holds. While on sabbatical leave, seniority will accrue. Upon return, the building administrator will be restored to his/her former position and be granted credit on the MABA salary schedule. If he or she stays less than 24 months after returning from the leave, he or she will reimburse the Board (by payroll deduction from remaining pay, if any) all compensation and fringe benefits received.

3. Special Discretionary Leave

A special or discretionary leave may be granted under certain circumstances to a building administrator by the Board upon recommendation of the Superintendent.

4. Military Leave

A military leave of absence shall be granted to any building administrator who shall be inducted, recalled to active duty as a member of a reserve component of the Armed Forces or National Guard, or shall enlist in lieu of induction. Upon return from such leave, such building administrator shall be placed at the same position on the salary

schedule as if he/she had remained in the school system. The period of leave shall not exceed one (1) enlistment period.

5. Returning from Leave

Except for a sabbatical leave, building administrators returning from leave shall be re-employed in a same (or similar) position.

6. MABA shall be notified in writing of the contractual terms and conditions of leaves affecting building administrators.

7. A building administrator on leave for a school year shall notify the Superintendent in writing by March 15 of the year of their leave of their intentions regarding return from leave.

ARTICLE VI - OTHER

1. The Board will provide up to \$275, for each building administrator, on an annual basis for educational activities approved by the Superintendent.

2. If an emergency administrative vacancy occurs during the year for medical or other reasons, the Superintendent may assign vacant administrative responsibilities to another building administrator as required.

3. Duties normally considered a part of the duties and responsibilities of building administrators which are assigned to personnel outside the MABA shall only be done so with the consultation and approval of the MABA.

ARTICLE VII - PROFESSIONAL COMPENSATION

1. Building administrators' salaries and work year for the duration of this contract will be outlined in Appendices A-1, A-2 and A-3 for 1996-97 (subject to exceptions for building administrators identified on Appendices A-1, A-2 and A-3 for whom the Board has made Tax Shelter Annuity contributions in accordance with Section 10 of Article VII of the agreement previously in effect between the MABA and the Marquette Area Public Schools) and Appendix B for 1997-98 - MABA Total Compensation Adjustment Algorithm. Each Appendix is attached and incorporated into this Agreement.

2. Fringe Benefits

The Board will pay premiums to provide, without cost:

a. Hospitalization substantially equivalent to SET ULTRA-MED (SMM4A), \$ -0- deductible, \$ -0- Rx co-pay with the ULTRA MED "P" rider. For a building administrator who declines coverage for hospitalization, the Board will make a monthly contribution to a tax sheltered annuity in an amount equal to the single subscriber annuity rate.

b. SET ULTRA DENT with 80% basic, 80% major, \$1,000 annual maximum and 80% of orthodontics with a \$1,000 lifetime maximum.

- c. Disability Income - 30 calendar day elimination, 66 and 2/3% of annual salary to age 65 for sickness and accident with a \$5,000 per month maximum.
 - d. Term insurance equal to two times the annual contracted salary.
 - e. Liability in the amount of \$6,000,000 for performance of their duties, except where proven negligent.
 - f. Vision - SET ULTRA VISION PLAN 1 - modified.
3. The Board will pay dues for one association for all building administrators.
 4. Building administrators will be paid additional compensation when asked to work extra days over and above the contracted amount.
 5. The contracted time which has been agreed upon for the current year must be completed by June 30 of that year, or be given compensatory time off.
 6. The Board will budget \$5,000 per year for building administrators to attend conferences approved by the Superintendent.
 8. Performance Incentive Plan (PIP)

a. **Goals and objectives for a PIP will be mutually developed by a committee of four persons (two central office administrators and two building administrators).** For the 1997-98 school year, if the committee of four cannot agree upon the goals and objectives by ~~June 2, 1997~~, the Board reserves the right to impose goals and objectives for the PIP that it determines in its sole discretion. **It is agreed that such goals will not include goals or objectives which are measured by scores on standardized measures of student improvement, school climate or school satisfaction.** The goals and objectives developed or to be imposed by the Board will be communicated to each building administrator no later than June 30, 1997.

The committee of four will develop five general goal areas with specific measurable objectives for each goal area. Three of the five general goal areas must focus upon: I) School/Community relations, II) Staff evaluations and III) Fiscal management. Before September 1 of the school year, each full-time, head building administrator will indicate, in writing to the Superintendent, **whichever four of the five goals that building administrator elects to adopt for the ensuing school year.** Before September 1 of the school year, each building administrator performing duties as assistant principal will indicate, in writing to the Superintendent, **whichever two of the five goals and objectives that such assistant principal agrees upon with their head building principal and elects to adopt for the ensuing school year.** For any single building, the objectives (but not necessarily the goals) between the head building principal and assistant principals must be mutually exclusive.

b. For 1997-98, total incentive amount available to be earned under the PIP, for each full-time, head building administrator, will be equal to three and five hundred twenty-seven thousandths percent (3.527%) of Step 1 (without educational increments) of the Middle School Principal salary. The total incentive amount available to be earned under the PIP, for each assistant building administrator, will be equal to fifty percent (50%) of the amount available to each head building administrator. For each building

administrator, the compensation determined in the preceding sentences will be allocated ratably to each of the goals (and then, for each goal, allocated ratably to each of the objectives) so that a building administrator may earn a ratable amount of the total compensation available to be earned even if the building administrator does not attain each goal or each objective under each goal.

By June 12, 1998, the Superintendent, meeting with each building administrator (including each head and assistant building administrators) will determine whether and the extent to which each goal and objective has been attained by reference to documentation supporting attainment of the specific, measurable objectives. The amount of the total compensation available to be earned under the PIP which the Superintendent determines has been earned will be paid on the last pay date in June of 1998.

c. An evaluation of the PIP by the committee that developed the goals and objectives will be conducted no later than June 30, 1998. The committee's evaluation of the PIP will be shared with the Board of Education and the MABA. Either the Board or the MABA may terminate the PIP upon the effective date of the next Master Agreement between the MABA and the Board.

d. For the remainder of the 1996-97 school year, a PIP will be offered, on an elective basis, to each building administrator if goals and objectives can be developed and agreed upon by January 24, 1997 by the committee of four described above. The 1996-97 PIP would require attainment of the performance objectives associated with two goals and the compensation available to be earned under the elective PIP for 1996-97 will be equal to 50% of three and five hundred twenty-seven thousandths percent (3.527%) of Step 1 (without educational increments) of the Middle School Principal salary. ✓

ARTICLE VIII - GRIEVANCE PROCEDURE

1. Definition

- a. A "grievance" is a dispute or claim involving only the application or interpretation of this agreement.
- b. Any grievance not filed within five (5) days following its occurrence shall be considered automatically closed.
- c. The term "building administrator" may include a group of building administrators who are similarly affected by a grievance.
- d. The term "days" when used in this section, except as otherwise indicated, means Monday through Friday inclusive. However, except for the summer recess, legal holidays and all other recesses shall not be counted as days under this section.

2. Purpose

The primary purpose of this procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

3. Procedure

- a. **Level One:** The building administrator with a grievance shall first discuss the matter with the Superintendent, or his designee, alone or with his/her representative present, with the objective of resolving the matter. The Superintendent shall make his/her decision known within ten (10) days following said conference.
- b. **Level Two:** If the grievance is not satisfactorily resolved by the Superintendent, the MABA may, within ten (10) days, refer the grievance to the Board of Education. The Board shall schedule a meeting on the grievance. A meeting shall be held within thirty (30) calendar days, and the decision shall be reached within ten (10) days after the meeting.
- c. **Level Three:** If the grievance is not satisfactorily resolved by the Board, the MABA may, within ten (10) days, appeal the decision to impartial arbitration by sending a request to the American Arbitration Association requesting their services. The selection of an arbitrator and conduction of the hearings will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fees, if any, of the impartial arbitrator shall be shared equally by both parties.

4. Arbitration

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her 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.

The Arbitrator:

- a. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- b. Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
- c. His/her powers shall be limited to deciding whether the Board or the MABA or the building administrator has violated the express written articles or sections of this Agreement, and shall not imply obligations and conditions binding upon the Board or the MABA from this agreement.
- d. There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on the MABA, its building administrators, the employee or employees involved, and the Board.
- e. The fees and expenses of the arbitrator shall be shared equally by the Board and the MABA. 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.
- f. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) days prior to the date a grievance is filed.
 1. All claims for back compensation shall be limited to the amount of wages that the building administrator would otherwise have earned, less any

compensation that he/she may have received from any source during the period of the back pay claim.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE IX - TERMINAL LEAVE PAY

Upon actual retirement, based on the state Retirement Board, a building administrator will receive terminal leave pay based on the following plan:

There will be a payment for unused sick leave each year until age 62, based on the following schedule:

0 - 100 days sick leave	\$ 20.00 per day
101 - 150 days sick leave	22.50 per day
Above 150 days sick leave	27.50 per day

The first payment will be in the year retired and every year thereafter until age 62. Payments will be on each July 1 prior to the 62nd birthday.

ARTICLE X - HOLIDAYS

1. Building administrators will be paid for the following holidays if they are scheduled to work the day before, the day after, or if it falls during a school term vacation period:
 - a. New Years Day
 - b. Good Friday
 - c. Memorial Day
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Day After Thanksgiving
 - g. Day Before Christmas
 - h. Christmas Day
 - I. Independence Day
2. The work year for all building administrators shall include the nine holidays above. All non-attendance days contained in the negotiated school calendar shall be non-duty days for building administrators (unless they are make up days as provided for in Section 1, Article V).
3. Building administrators shall be expected to report at least ten (10) days prior to the first attendance day and will remain at least ten (10) days after classes are dismissed. The remaining days shall be determined at the discretion of the Superintendent. Prior to July 1 of each year, all building administrators will submit in writing, a planned work

year schedule to the Superintendent. Adjustments to the work year schedule may be made with the approval of the Superintendent.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996, and shall continue in effect until the 30th day of June, 1998.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 13th day of January, 1997.

Marquette Area Building Administrators

Marquette Area Public Schools

By Sam D. Oslund
MABA President

By William F. Bergin
Superintendent

By Larry Lauber
MABA member

By Thomas Sobel
Board of Education President

By Robert K. Lantz
MABA member

By Larissa Lynott
Board of Education Secretary

**APPENDIX A-1
ELEMENTARY AND ASSISTANT PRINCIPAL
1996-97 SALARY SCHEDULE (See Notes 1 and 2 below)**

STEP	215 DAYS	M.A. +40 215 DAYS	Ed.S or Ph.D 215 DAYS
1	\$ 48,358	\$ 48,858	\$ 49,358
2	\$ 49,809	\$ 50,309	\$ 50,809
3	\$ 51,303	\$ 51,803	\$ 52,303
4	\$ 52,843	\$ 53,343	\$ 53,843
5	\$ 54,428	\$ 54,928	\$ 55,428
6	\$ 56,061	\$ 56,561	\$ 57,061
7	\$ 57,742	\$ 58,242	\$ 58,742
8	\$ 59,475	\$ 59,975	\$ 60,475
9	\$ 61,259	\$ 61,759	\$ 62,259
10	\$ 63,097	\$ 63,597	\$ 64,097
11-14	\$ 64,547	\$ 65,047	\$ 65,547
15+	\$ 65,273	\$ 65,773	\$ 66,273

Note 1

For 1996-97 only, salaries of building administrators Barbara Ojibway, George Ruuska, William Upton, William Ostwald, Larry Lawless and any other building administrator for whom the Board has contributed to a Tax Shelter Annuity pursuant to Section 10 of Article VII of the agreement based on the Master Agreement which preceded this Master Agreement, shall be determined without regard to the column labeled "M.A. + 40" or the column labeled "Ed.S or Ph.D", above.

Note 2

Building administrators who have earned an M.A. degree plus forty (40) graduate hours prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "M.A. + 40" above. Building administrators who have earned an Ed.S or Ph.D prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "Ed.S or Ph.D" above. All other building administrators shall have a salary determined in accordance with their pay step under the column without the "M.A. + 40" or "Ed.S or Ph.D" label.

**APPENDIX A-2
MIDDLE SCHOOL PRINCIPAL
1996-97 SALARY SCHEDULE (See Notes 1 and 2 below)**

STEP	1996 - 97 222 DAYS	M.A. +40 222 DAYS	Ed.S or Ph.D 222 DAYS
1	\$ 51,021	\$ 51,521	\$ 52,021
2	\$ 52,500	\$ 53,000	\$ 53,500
3	\$ 54,023	\$ 54,523	\$ 55,023
4	\$ 55,590	\$ 56,090	\$ 56,590
5	\$ 57,202	\$ 57,702	\$ 58,202
6	\$ 58,861	\$ 59,361	\$ 59,861
7	\$ 60,567	\$ 61,067	\$ 61,567
8	\$ 62,324	\$ 62,824	\$ 63,324
9	\$ 64,131	\$ 64,631	\$ 65,131
10	\$ 65,991	\$ 66,491	\$ 66,991
11 - 14	\$ 67,522	\$ 68,022	\$ 68,522
15+	\$ 68,287	\$ 68,787	\$ 69,287

Note 1

For 1996-97 only, salaries of building administrators Barbara Ojibway, George Ruuska, William Upton, William Ostwald, Larry Lawless and any other building administrator for whom the Board has contributed to a Tax Shelter Annuity pursuant to Section 10 of Article VII of the agreement based on the Master Agreement which preceded this Master Agreement, shall be determined without regard to the column labeled "M.A. + 40" or the column labeled "Ed.S or Ph.D", above.

Note 2

Building administrators who have earned an M.A. degree plus forty (40) graduate hours prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "M.A. + 40" above. Building administrators who have earned an Ed.S or Ph.D prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "Ed.S or Ph.D" above. All other building administrators shall have a salary determined in accordance with their pay step under the column without the "M.A. + 40" or "Ed.S or Ph.D" label.

**APPENDIX A-3
HIGH SCHOOL PRINCIPAL
1996-97 SALARY SCHEDULE (See Notes 1 and 2 below)**

STEP	1996 - 97 235 DAYS	M.A. +40 235 DAYS	Ed.S or Ph.D 235 DAYS
1	\$ 56,391	\$ 56,891	\$ 57,391
2	\$ 57,970	\$ 58,470	\$ 58,970
3	\$ 59,593	\$ 60,093	\$ 60,593
4	\$ 61,261	\$ 61,761	\$ 62,261
5	\$ 62,977	\$ 63,477	\$ 63,977
6	\$ 64,740	\$ 65,240	\$ 65,740
7	\$ 66,553	\$ 67,053	\$ 67,553
8	\$ 68,416	\$ 68,916	\$ 69,416
9	\$ 70,332	\$ 70,832	\$ 71,332
10	\$ 72,301	\$ 72,801	\$ 73,301
11 - 14	\$ 73,993	\$ 74,493	\$ 74,993
15+	\$ 74,838	\$ 75,338	\$ 75,838

Note 1

For 1996-97 only, salaries of building administrators Barbara Ojibway, George Ruuska, William Upton, William Ostwald, Larry Lawless and any other building administrator for whom the Board has contributed to a Tax Shelter Annuity pursuant to Section 10 of Article VII of the agreement based on the Master Agreement which preceded this Master Agreement, shall be determined without regard to the column labeled "M.A. + 40" or the column labeled "Ed.S or Ph.D", above.

Note 2

Building administrators who have earned an M.A. degree plus forty (40) graduate hours prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "M.A. + 40" above. Building administrators who have earned an Ed.S or Ph.D prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "Ed.S or Ph.D" above. All other building administrators shall have a salary determined in accordance with their pay step under the column without the "M.A. + 40" or "Ed.S or Ph.D" label.

MABA Total Compensation Adjustment Algorithm

For a fiscal year (the current year),

1. Before July 1 of a fiscal year, determine the Basic Foundation Allowance (BFA) provided for under Section 20 of the State School Aid Act (or its equivalent section).
 2. Using the BFA and the formula provided under Section 20 (5) of the State School Aid Act (or its equivalent section), determine the foundation allowance for Marquette Area Public Schools (MAPS FA) which would result for that fiscal year without regard to the effects on MAPS FA calculation which may result from any annexation or consolidation.
 3. Determine the percentage rate of increase (decrease) in the MAPS FA from the previous fiscal year to the current fiscal year. For purposes of Step 6 of this Algorithm, this percentage result shall not be less than 2% nor be greater than 5%. It is intended that no negative percentage shall result.
 4. For each building administrator who continues in employment from 1996-97 to 1997-98 (continuing building administrators), determine the building administrator's previous year's Total Compensation (TCpy). TC for a fiscal year is defined as the sum of:
 - (i) amounts paid or expected to be paid for a year for Direct Compensation (DC). DC is defined as the sum of each building administrator's:
 - A) annual salary (plus any pay for extra days worked),
 - B) pay for personal days unreduced by any amount which may be actually used and
 - C) incentive pay available to be earned (not necessarily actually earned),and
 - (ii) amounts paid or expected to be paid for a year for Indirect Compensation . Indirect Compensation (IC) is defined as the sum of amounts paid or reasonably expected to be paid for a fiscal year by the Board for the benefit of the building administrator for:
 - A) Social Security and Medicare taxes,
 - B) Michigan Public School Employee Retirement System contribution,
 - C) fringe benefits provided by insurance carriers,
 - D) tax shelter annuity contributions,
 - E) professional dues and
 - F) educational allowances.
- In computing TC and DC for 1997-98 and any other amount determined under steps of this algorithm, solely for the purpose of determining 1997-98 amounts (other than incentive pay available and any related effect on IC) under this algorithm, TC (and its component DC and IC) shall not include incentive pay available to be earned or any IC effect of incentive pay available.
5. Determine the aggregate TCpy by taking the sum of TCpy for all continuing building administrators.
 6. Determine TC for continuing building administrators for the current year (TCcy) by adding to the result of Step 5, an amount equal to the product of the percentage result of Step 3 and the dollar result of Step 5.

7. Determine the amount available for DC for continuing building administrators, in the aggregate, for the current year by subtracting the amount reasonably expected to be paid for IC for continuing building administrators for the current year from TCcy for continuing building administrators (result of Step 6). The amount reasonably expected to be paid for IC for continuing building administrators for the current year will give effect to any increases or decreases in:

- A) Social Security and Medicare taxes,
- B) Michigan Public School Employees Retirement System contribution rate,
- C) fringe benefits provided by insurance carriers under the building administrator's contract,
- D) tax shelter annuity contributions,
- E) professional dues and
- F) education allowances.

It is understood that this step of the Algorithm will require the use of a formula defining the relationships (algebraically) which exist between the elements of DC and IC.

8. Determine the aggregate of the Salary Schedule Factor (SSF) for each group of continuing building administrators for the current year, grouped according to the appropriate Salary Schedules (schedules for Elementary and Assistant Principals, for Middle School Principals and for High School Principals). Each continuing building administrator's SSF is determined by reference to the appropriate factor giving effect to provisions of the MABA Agreement which control movement on the appropriate Salary Schedules from the prior to the current year.

9. Using the results of Step 8, the Appendices A-1, A-2 and A-3, "STEP 1" amounts for each of the schedules for Elementary and Assistant Principals, for Middle School Principals and for High School Principals (referred to as the EL Base, the MS Base and the HS base amounts) shall be determined by allocating the result of Step 6 to each of the components of DC, such that the EL Base, the MS Base and the HS base amounts and the aggregate Incentive Pay available component increase at the same rate. It is understood that this step of the Algorithm will require the use of a formula defining the relationships (algebraically) which exist between the aggregate SSF and Base amounts and Incentive Pay available component amounts. Regardless of the aforementioned calculated result of the EL Base, the MS Base and the HS base, the EL Base, the MS Base and the HS base for the current year shall increase by a minimum of 1% (Base Floor amount) over the prior year EL Base, MS Base and HS base amounts, respectively, but shall not increase more than 3.5% (Base Ceiling amount) over the prior year EL Base, MS Base and HS base amounts. It is intended that the Incentive Pay available component percentage increase shall be the same as the percentage increase of the EL Base, the MS Base and the HS base.

APPENDIX A-1
 ELEMENTARY AND ASSISTANT PRINCIPAL
 1997-98 SALARY SCHEDULE (See Note 1 below)

STEP	215 DAYS	M.A. +40 215 DAYS	Ed.S or Ph.D 215 DAYS
1	\$ 50,051	\$ 50,551	\$ 51,051
2	\$ 51,553	\$ 52,053	\$ 52,553
3	\$ 53,099	\$ 53,599	\$ 54,099
4	\$ 54,692	\$ 55,192	\$ 55,692
5	\$ 56,333	\$ 56,833	\$ 57,333
6	\$ 58,023	\$ 58,523	\$ 59,023
7	\$ 59,763	\$ 60,263	\$ 60,763
8	\$ 61,557	\$ 62,057	\$ 62,557
9	\$ 63,403	\$ 63,903	\$ 64,403
10	\$ 65,305	\$ 63,805	\$ 66,305
11-14	\$ 66,807	\$ 67,307	\$ 67,807
15+	\$ 67,558	\$ 68,058	\$ 68,558

Note 1

Building administrators who have earned an M.A. degree plus forty (40) graduate hours prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "M.A. + 40" above. Building administrators who have earned an Ed.S or Ph.D prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "Ed.S or Ph.D" above. All other building administrators shall have a salary determined in accordance with their pay step under the column without the "M.A. + 40" or "Ed.S or Ph.D" label.

APPENDIX A-2
MIDDLE SCHOOL PRINCIPAL
1997-98 SALARY SCHEDULE (See Note 1 below)

STEP	222 DAYS	M.A. +40 222 DAYS	Ed.S or Ph.D 222 DAYS
1	\$ 52,807	\$ 53,307	\$ 53,807
2	\$ 54,338	\$ 54,838	\$ 55,338
3	\$ 55,914	\$ 56,414	\$ 56,914
4	\$ 57,536	\$ 58,036	\$ 58,536
5	\$ 59,204	\$ 59,704	\$ 60,204
6	\$ 60,921	\$ 61,421	\$ 61,921
7	\$ 62,687	\$ 63,187	\$ 63,687
8	\$ 64,505	\$ 65,005	\$ 65,505
9	\$ 66,376	\$ 66,876	\$ 67,376
10	\$ 68,300	\$ 68,800	\$ 69,300
11 - 14	\$ 69,885	\$ 70,385	\$ 70,885
15+	\$ 70,677	\$ 71,177	\$ 71,677

Note 1

Building administrators who have earned an M.A. degree plus forty (40) graduate hours prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "M.A. + 40" above. Building administrators who have earned an Ed.S or Ph.D prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "Ed.S or Ph.D" above. All other building administrators shall have a salary determined in accordance with their pay step under the column without the "M.A. + 40" or "Ed.S or Ph.D" label.

APPENDIX A-3
HIGH SCHOOL PRINCIPAL
1997-98 SALARY SCHEDULE (See Note 1 below)

STEP	235 DAYS	M.A. +40 235 DAYS	Ed.S or Ph.D 235 DAYS
1	\$ 58,364	\$ 58,864	\$ 59,364
2	\$ 59,999	\$ 60,499	\$ 60,999
3	\$ 61,678	\$ 62,178	\$ 62,678
4	\$ 63,405	\$ 63,905	\$ 64,405
5	\$ 65,180	\$ 65,680	\$ 66,180
6	\$ 67,005	\$ 67,505	\$ 68,005
7	\$ 68,881	\$ 69,381	\$ 69,881
8	\$ 70,810	\$ 71,310	\$ 71,810
9	\$ 72,793	\$ 73,293	\$ 73,793
10	\$ 74,831	\$ 75,331	\$ 75,831
11 - 14	\$ 76,582	\$ 77,082	\$ 77,582
15+	\$ 77,457	\$ 77,957	\$ 78,457

Note 1

Building administrators who have earned an M.A. degree plus forty (40) graduate hours prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "M.A. + 40" above. Building administrators who have earned an Ed.S or Ph.D prior to September 1 of the contract year shall have a salary determined in accordance with their pay step under the column labeled "Ed.S or Ph.D" above. All other building administrators shall have a salary determined in accordance with their pay step under the column without the "M.A. + 40" or "Ed.S or Ph.D" label.

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LETTER OF UNDERSTANDING
Between
Marquette Area Building Administrators (MABA)
and
Marquette Area Public Schools Board of Education

RE: 1996-98 MABA-MAPS Master Agreement

- 1. Article VII, Professional Compensation, Section 8D, Performance Incentive Plan, states, in part:**

For the remainder of the 1996-97 school year, a PIP will be offered, on an elective basis, to each building administrator if goals and objectives can be developed and agreed upon by January 24, 1997, by the committee of four described above....

This letter of understanding is to change the date indicated in the above paragraph from January 24, 1997, to February 7, 1997.

- 2. The MABA-MAPS Master Agreement, Article IV, Evaluation and Discipline, Section 2, paragraph 3, states:**

For the 1996-97 school year, the October 1 date referred to above shall be extended to January 31, 1997.

This letter of understanding is to change the date indicated in the above paragraph from January 31, 1997, to February 28, 1997.

Sam D. Osler
President, MABA

2/5/97
Date

William F. Bergin
Superintendent
(for the Board of Education)

2/5/97
Date

jjw