

6/30/01

6/30/2001

AGREEMENT
BETWEEN
MASON BOARD OF EDUCATION
AND
MASON ADMINISTRATORS' ASSOCIATION
2000 - 2001

Mason Public Schools

Mason Public Schools
Mason, Michigan

INDEX

Article I – Recognition.....	3
Article II – Layoff, Reassignment.....	3
Article III – Vacancies	3
Article IV – Transfer	4
Article V – Involuntary Transfer	4
Article VI – Just Cause.....	5
Article VII – Individual Contract Length	5
Article VIII – Evaluation.....	5
Article IX - Grievance Procedure.....	6
Article X – Work Schedule.....	7
Article XI – Insurance/Leave Benefits	8
Sick Leave Benefits	9
Family Medical Leave Act.....	9
Article XII – Professional Improvement.....	10
Article XIII – Physical Examination	10
Article XIV – Wages (See Schedule – Attachment D)	10
Article XV – Miscellaneous	11
Article XVI – Duration of Agreement.....	11
ATTACHMENT A – Evaluation Form	12
ATTACHMENT B – Administrative Seniority	14
ATTACHMENT C – Letter of Agreement.....	15
ATTACHMENT D – Administrative Salary Schedule	16

ARTICLE I
RECOGNITION

- A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees including Building Administrators, and the Directors of Special Education, but excluding the Superintendent, Assistant Superintendent, Executive Director of Finance, Director of Computer and Information Services, Director of Human Resources, Supervisor of Family Services, Maintenance and Transportation.
- B. When the BOARD shall create any new administrative classification, the parties shall meet to bargain concerning the status of that classification in the unit. Should the parties be unable to reach agreement, the dispute shall be settled pursuant to a unit clarification petition filed with the Michigan Employment Relations Commission.
- C. The term "administrator", when used herein, shall refer to all members of the bargaining unit represented by the ASSOCIATION.

ARTICLE II
LAYOFF, REASSIGNMENT

- A. In any necessary reduction of certificated District personnel, the Administrator shall remain in the same employ of the District as long as her/his years of certificated service in the District are greater than those of any other certificated employee of equal or lesser status.
- B. If after the application of the above provision, the Administrator is laid off, she/he shall have recall rights to previous position, equivalent to their length of service with the District.
- C. In any necessary reductions of District administrative personnel, the Administrator shall remain in an administrative position at a level which she/he is certified and qualified, as specified in Article IV, Section A.1, as long as her/his years of administrative service are greater than those of any other Administrator.
- D. Any Administrator returning to teaching in the classroom shall not be denied years of previous, certificated or approved experience for placement on the teaching salary schedule whether that previous experience was as a teacher or as an Administrator.
- E. Seniority within the School District shall be considered as years of service as a teacher and/or an Administrator.

ARTICLE III
VACANCIES

- A. A vacant administrative position shall be posted within the School District for not less than ten (10) school days. Such posting shall include the minimum qualifications, general duties, and the application and selection procedure to be employed for the position. Each applicant from within the administrative group shall be granted an interview for the posted position.
- B. It is understood that the Board may fill any of the above described vacancies on an interim basis whenever a need arises for a period of time not to exceed one semester. However, such position shall not be permanently filled until there has been compliance with (A) above.

ARTICLE IV
TRANSFER

- A. Definition: Transfer shall mean the movement from one position to another which has essentially the same job specifications, movement to a position which the Administrator meets the qualifications of, or the movement to a position in which an Administrator has had previous experience as a full time, permanent appointee.
1. The following factors shall be considered by the Superintendent in all transfers:
 - a. Certification requirements
 - b. Length and area of professional experience within the system
 - c. Length and area of professional experience outside the system
 - d. Ability to perform the assignment
 - e. Academic training
 - f. Professional growth
 2. Each Administrator requesting a transfer shall be informed, in writing, of the approval or denial of her/his transfer request within ten (10) working days after the interview with the Superintendent upon her/his request and the reasons for denial will be placed in writing at the option of the Administrator.
- B. If for inadequate performance of duties, the Superintendent believes it would be to the District's best interest to terminate or transfer an Administrator to another position within the District, the following shall apply:
1. The Superintendent, before effecting a Board initiated transfer or termination, shall offer all appropriate assistance and counsel to the Administrator so as to help correct the situation giving to the underlying reasons for the contemplated transfer or termination.
 - a. Two (2) separate conferences shall be held with the involved Administrator dealing with inadequate performance of duties.
 - b. If the problem persists, a formal warning shall be issued to the involved Administrator. At a subsequent conference the Administrator shall have any observable inadequacies specifically written out for her/him, and she/he shall be awarded an opportunity of no less than four (4) months in time to rectify that which may be inadequate in her/his performance.
 - c. If the problem continues, a formal review of the involved Administrator's inadequacies shall be written out and presented to the involved Administrator at a conference. The involved Administrator shall be entitled to representation.

ARTICLE V
INVOLUNTARY TRANSFER

An involuntary transfer will be made when in the reasonable estimate of the Superintendent, an emergency exists or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected Administrator of the reasons for such transfer. When

feasible, the Board agrees to transfer volunteers first. When involuntary transfers are necessary, the Administrator's professional background and other qualifications shall be considered in determining which Administrator is to be transferred. Administrators being involuntarily transferred will be transferred, if possible, to a comparable position and shall not suffer a reduction in salary during the length of the individual's contract. An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent, at which time the Administrator will be notified of the reasons for the transfer.

ARTICLE VI **JUST CAUSE**

No Administrator shall be terminated, suspended, demoted, or involuntarily transferred without just cause.

ARTICLE VII **INDIVIDUAL CONTRACT LENGTH**

Any Administrator after serving two (2) years in any one administrative position or combination of administrative positions within the Mason School system shall be granted a two (2) year contract renewable yearly. A years' experience as an Administrator is defined as any year in which more than fifty percent (50) of that school year was served in an administrative capacity.

ARTICLE VIII **EVALUATION**

For the purposes of this document, the term Administrator will be used to identify the members of the Mason Administrators' Association.

A. **Evaluator**

Evaluations shall be conducted by the Superintendent or his/her designee.

B. **Frequency**

Performance of new administrators will be done the first two years that they are in position. Thereafter, work performance of Administrators will be evaluated every three years. If in the determination of the Superintendent additional evaluations are necessary, the Administrator will be advised accordingly. Additional evaluations shall begin at the prescribed time outlined in this document.

C. **Evaluation Instrument**

Administrative evaluations will be based upon the Administrator's job description as defined by the Board of Education. In addition, goals/job accountabilities will be jointly established between the Administrator and evaluator. The Administrative Performance Evaluation Form will be the formal evaluation instrument.*

D. **Evaluation Time Frame**

By August 31, an initial meeting between the Administrator and evaluator will be conducted. The purpose of this meeting is for the parties to discuss the evaluation procedure and begin discussion on mutually agreeable goals/job accountabilities for the upcoming year. Any concerns

that the evaluator may have concerning the past performance of the Administrator will be noted, in writing, along with specific suggestions for improvement.

By September 30, the Administrator and the evaluator will meet to finalize the goals/job accountabilities and establish timelines for completion.

In January, an in-progress review meeting will be held to discuss the Administrator's progress towards the established goals. At this time, goals/job accountabilities and timelines may be mutually changed. If in the opinion of the evaluator, the Administrator is not meeting the established expectation, the concerns and specific suggestions for improvement will be placed in writing. When concerns are placed in writing, progress review meetings will be scheduled as necessary in order to ensure close communication and secure the evaluator's assistance in improving the Administrator's performance.

By April 30, the final performance review will be completed. Administrators will be given their written evaluation instrument forty-eight hours prior to the performance review.

E. Additional Provisions

1. Formal monitoring or observation of the work of an Administrator shall be conducted openly with the full knowledge of the Administrator. Any survey instrument used for evaluation purposes will be administered and compiled jointly by the Administrator and Superintendent.
2. If in the opinion of the Administrator, assistance of a colleague to mentor them through the evaluation process is needed to meet the evaluator's expectations, the affected Administrator may so designate. At the discretion of the Administrator, the mentor may attend the evaluation meeting with the evaluator. The mentor may be utilized at any time during the evaluation process.

* See evaluation instrument, Attachment A.

ARTICLE IX
GRIEVANCE PROCEDURE

- A. A "Grievance" is an alleged violation of the express terms of this Agreement by an Administrator or Mason Administrators' Association.
- B. The term "day" as used herein shall mean Monday through Friday except when a holiday shall fall on one of those days.
- C. When submitting a written grievance, the grievant will provide the following information on a grievance:
 1. It shall be signed by the grievant.
 2. It shall contain the date of the alleged violation.
 3. It shall be specific.
 4. It shall contain a summary of the facts giving rise to the alleged violation.
 5. It shall cite the section(s) or subsection(s) of this Agreement which are alleged to have been violated.

6. It shall specify relief requested.

Any grievance not substantially in accordance with the above shall be rejected as improper and shall not extend the time limits contained herein.

D. Any matter involving the content of the evaluation shall not be grievable. Non-renewal of an Administrator's contract shall not be grievable as the bargaining unit member has redress in the court system. Non-extension shall be handled in accordance with Section H.

Any grievance considered under this procedure must be initiated within five (5) days of its alleged occurrence.

E. **Step One** - An Administrator may initiate a grievance by first discussing the matter with the Superintendent or his Designee. If the matter cannot be resolved orally, it shall be reduced to writing and submitted to the Superintendent within five (5) days of the oral discussion. The Superintendent shall respond in writing within five (5) days of receipt of the written grievance.

F. **Step Two** - If the response of the Superintendent is not satisfactory, the Administrator may appeal to the Board of Education within five (5) days of the date of the Superintendent's response. The appeal shall be to the Secretary of the Board who shall transmit the appeal to the Board of Education at its next regularly scheduled meeting. The Board or a designated Board committee will hear the grievance within twenty (20) days. The Board shall render its final decision no later than ten (10) days from the date of the hearing. The Board's decision shall be final in this grievance procedure. Thereafter, the Administrator/Association may seek redress in the court system.

G. The time limits stated herein shall not be extended except by written mutual agreement between the Association and the Administration.

H. If the Board shall determine not to extend the Administrator's contract it shall adopt a resolution informing the Administrator of its decision. Upon request of the Administrator, it shall afford her/him a hearing before the Board to discuss the reasons for non-extension.

ARTICLE X WORK SCHEDULE

Annual contracted work days by administrative position are listed below. The holidays of Labor Day (1), Thanksgiving (2), Christmas Eve/Christmas Day (2), New Years' Eve/New Years' Day (2), Mid-Winter Break (2), and Memorial Day (1) are credited as work days.

High School Principal	230 days
Middle School Principal	230 days
High School Asst Principal	220 days
Middle School Asst Principal	220 days
Elementary Principal	220 days
Special Education Director	220 days

In addition, the administrator may work an additional five (5) days in a contract year with the prior written approval of the superintendent at the daily rate.

Additional seniority days will be earned based on the years of administrative service within the district and according to the schedule below:

After 5 years	1 day
After 10 years	2 days
After 15 years	3 days
After 20 years	5 days

All administrators will be frozen at their administrative seniority at the completion of the 1997-98 school year for determination of additional seniority days.

The administrator's will have the same work schedule as the teachers for Parent-Teacher Conferences.

ARTICLE XI
INSURANCE/LEAVE BENEFITS

The Board of Education shall provide to all Administrators insurance coverage for a full twelve (12) month period that is at least equal to the medical, dental, vision, life insurance, and long term disability coverage as the Teacher Association. Administrators will have the same option of medical insurance carriers as the Teacher Association. Administrators who do not elect Plan A (1) or Plan A (2) will select Plan B.

1. Plan A (1)

MESSA Super Care 1 Health insurance, \$2.00 Rx, \$50/\$100 Deductible
Delta Dental Plan 80/80/80; \$1,000
\$30,000 Life Insurance with AD&D
Vision Care, VSP-2
Long Term Disability (LTD) 90 day modified fill, 66 2/3%, \$6,000.00 monthly maximum

- or -

Plan A (2)

TRI-MED
Delta Dental Plan 80/80/80; \$1,000
\$30,000 Life Insurance with AD&D
Vision Care, VSP-2
Long Term Disability 90 day modified fill, 66 2/3%, \$6,000.00 monthly maximum

2. Plan B (In lieu of health insurance)

Single subscriber premium for Super Care 1 (not to exceed \$300.00) to be received in cash
Delta Dental Plan 80/80/80; \$1,000
\$30,000 Life Insurance with AD&D
Vision Care, VSP-2
Long Term Disability 90 day modified fill, 66 2/3%, \$6,000.00 monthly maximum

- A. If Plan A (2) is selected by an Administrator, the residual between MESSA Super Care 1 premium and the TRI-MED premium will be paid to the Administrator monthly.
- B. The Board shall provide, without cost to the Administrator, the opportunity to utilize the benefits of a Child/Dependent Care Spending Account, a Medical Spending Care Account, and Cash in Lieu of Health Insurance as provided for in Section 125 and 129 of the Internal Revenue Code.

The program shall be devised mutually by the Board and the Association and will be in accordance with IRS rules and regulations. In the event that IRS regulations, federal law, or state law regarding these programs is changed, the Board and the Association shall meet to rewrite the program to comply with changes in the law.

In accordance with IRS regulations, any money deducted and not claimed for reimbursement cannot be returned to the Administrator. The school district shall retain the portion of such excess funds needed to fund the administrative costs of the programs. Any additional monies, including interest earned on those monies, shall be put into a scholarship fund for students.

SICK LEAVE BENEFITS

Each Administrator shall upon employment with Mason Public Schools be credited with seventy-two (72) days of sick leave. During the first six (6) years of service additional yearly sick leave allotments of twelve (12) days per year will not be granted. Upon completion of six (6) years of service, the Administrator will be credited with all unused sick leave and thereafter, yearly sick leave allotments of twelve (12) days will be granted with no limit as to accumulation of days. All currently employed administrators shall be retroactively covered. At the beginning of every school year, each administrator shall be credited with three (3) personal business days. The personal business days herein granted when used shall be deducted from the sick leave.

FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to teachers by the Act, those additional benefits will be honored by the Board. Where certain Employer rights are also granted in connection with such additional benefits, the Board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.

1. For the administrators who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of leave:
 - a. Any health, dental and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the administrator had continued in employment during the leave period.
 - b. If the administrator does not return to work after the expiration of the leave, the administrator shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the administrator did not return to work due to circumstances beyond his/her control.
2. An administrator may elect to use his/her accumulated sick leave and /or business leave where applicable during a leave pursuant to the Family Medical Leave Act.
3. The Board reserves the right to require certification from the health care provider of the administrator or of the administrator's spouse, child or parent, as the case may be. All certification(s) shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for an administrator's spouse, parent or child, the certification shall also

state that the administrator is necessary for the care of such an individual and an estimate of the amount of time that the administrator is needed for such care. When the leave is for an administrator, the certification shall also state that the administrator is unable to perform the duties of his/her employment. The Board may require that the administrator obtain subsequent rectification on a reasonable basis.

4. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 3 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the administrator, whose opinion shall be final and binding.
5. An administrator, upon return from leave pursuant to the Family Medical Leave Act shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the administrator is certified and qualified.
6. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Director of Human Resources.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

- A. In order to encourage the professional improvement of Administrators, a separate system-wide account will be established. It is understood that no reasonable request for professional improvement shall be denied as long as there are funds in this account. These activities will be congruent with the District's inservice goals. Prior approval by the Superintendent is required.
- B. The Board shall pay dues to a state and national professional organization. Dues paid on behalf of the Administrator will be deducted from the Administrative inservice account. Organizational membership shall be related to the Administrators' professional duties and responsibilities.
- C. The Board agrees to reimburse any administrator for the costs incurred for tuition, books and supplies associated with up to four (4) credits of graduate level coursework in any one year. One year is defined as beginning July 1 and ending June 30 of the next calendar year. Reimbursement will be contingent upon the Superintendent's decision as to whether the course is related to the administrator's responsibilities.

ARTICLE XIII

PHYSICAL EXAMINATION

Under the terms of this contract, the Board of Education agrees to pay all charges not covered by the insurance company for a physical examination. Should an executive physical be desired, the Administrator must arrange to have said physical on her/his own time.

ARTICLE XIV

WAGES

(See Schedule – Attachment D)

ARTICLE XV
MISCELLANEOUS

Leave privileges, insurance and fringe benefits shall be equal to or greater than those provided for other professional employees except the Superintendent.

The Board will compensate administrators an additional three percent (3%) of annual salary. This three percent (3%) is not to be reflected in the salary schedule and may be used for any of the following: term life insurance, universal life insurance, variable adjustable life insurance, annuity, or cash.

Administrators are entitled to terminal leave pay of 1% of their salary schedule for the year the Administrator leaves the District for each year of service to the District, provided the bargaining unit member has been employed as an Administrator in the District for 5 years. The Administrator need not enter the retirement system to receive terminal leave pay.

Seniority list, please see Attachment B.

Early retirement incentive agreement, please see Attachment C.

ARTICLE XVI
DURATION OF AGREEMENT

The duration of this Agreement shall be one (1) year, commencing July 1, 2000 and terminating June 30, 2001.

FOR THE BOARD OF EDUCATION:



President, Mason Board of Education

8/25/00
Date



Secretary, Board of Education

8/25/00
Date

FOR THE ASSOCIATION:



President, Mason Administrators' Association

8/25/00
Date



Representative, Mason Administrators' Association

8/25/00

MASON PUBLIC SCHOOLS

ADMINISTRATIVE PERFORMANCE
EVALUATION FORM

Name _____ Date _____

Position _____ Date of
Employment _____

RATING SCALE

1 Excellent
2 Good
3 Average4 Poor
5 Not Improving
NA Not Applicable

Evaluation Period: From _____ through _____

PERFORMANCE FACTORS	1	2	3	4	5	NA
1. Personnel Administration and Evaluation						
2. Building/Program Management						
3. Curriculum Leadership						
4. Staff Development						
5. Communication and Relationships						
6. School Improvement						
7. Student Motivation and Recognition						
8. Professional Development						

ATTACHMENT B

ADMINISTRATIVE SENIORITY

2000-01

	<u>District</u>	<u>Admin.</u>	<u>District</u>	<u>Admin</u>	<u>Salary Step</u>	<u>Salary Amount</u>
Bouth, Anita MSAP	24	1	09/01/73	08/09/99	1	\$67,806*
Creaser, O, Korie EP	23	23	07/01/77	07/01/77	20	\$77,468*
Dean, Kathy EP	0	0	07/01/00	07/01/00	3	\$70,966
Delbridge, Lance HSP	3	3	10/13/97	10/13/97	2	\$79,517
Disbro, Deb SED	1	1	08/01/99	08/01/99	4	\$77,468*
Meier, Cheri HSAP	0	0	07/01/00	07/01/00	1	\$65,980
Militello, Matthew# HSAP	0	0	08/22/00	08/22/00	3	\$64,804.22
Pratt, D. Jefferoy MSP	3	3	07/28/97	07/28/97	4	\$81,108*
Thornburg, Trena EP	15.5	5	02/85	07/01/95	12	\$73,512
Tobe, James EP	23	16	09/77	07/01/84	20	\$74,968

*Denotes additional \$2500 for Educational Specialist or Doctoral Degree

#Prorated for 205 days

ATTACHMENT C

MASON ADMINISTRATORS' ASSOCIATION

Letter of Agreement, Mason Administrators' Association and the Mason Board of Education

When incentives are offered to teachers which encourage retirement or leaving the District, the same incentives will be made available to Administrators.

Incentives to Administrators will be equal to or greater than those offered to teachers. If the computation of the incentive is based on the difference between a beginning teacher's salary and the current salary, the Administrator's incentive will use this concept if it is greater than the Administrators' salary schedule.

Example:

A teacher at the MA+10, on the 23 step earns \$50,230. A beginning teacher at BA 0 experience earns \$26,090. The difference is \$24,140.

An Administrator who has 23 years service with the District and has a MA+10, who chooses to leave the District when an early out incentive is offered to teachers, will receive \$24,140.

Other types of incentives offered to teachers will be offered to Administrators in such a way that they will not suffer a loss of compensation because they are on administrative salary schedules.

ATTACHMENT D

**ADMINISTRATIVE
SALARY SCHEDULE
2000-01**

Factor	Exper.	EP	MSAP	MSP	HSAP	HSP	SED
		220 days	220 days	230 days	220 days	230 days	220 days
.900	0	65,506	63,541	70,747	64,197	75,332	67,471
.925	1	67,326	65,306	72,712	65,980	77,424	69,346
.950	2	69,145	67,072	74,677	67,763	79,517	71,219
.975	3	70,966	68,836	76,642	69,546	81,610	73,094
1.000	4	72,785	70,601	78,608	71,329	83,702	74,968
Factor		1.00	0.97	1.08	0.98	1.15	1.03

Longevity

1.01	12	73,512	71,308	79,392	72,042	84,540	75,717
1.02	16	74,240	72,013	80,179	72,755	85,377	76,467
1.03	20	74,968	72,719	80,965	73,469	86,214	77,217
1.04	24	75,697	73,426	81,752	74,183	87,050	77,967

Add an additional \$2,500 for any Association member that has earned an Education Specialist or Doctoral degree