

AGREEMENT

BETWEEN

MASON BOARD OF EDUCATION

AND

MASON ADMINISTRATORS' ASSOCIATION

JULY 1, 2015 – JUNE 30, 2017

**Mason Public Schools
Mason, Michigan**

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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, High School Athletic Director, and the Director of Special Education, but excluding the Superintendent, Chief Financial Officer, Director of Information Technology Services, Executive Director of Curriculum, Director of Human Resources, and the Supervisors of Food Service, 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
EMPLOYER RIGHTS

- A. Rights Reserved
It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:
 - 1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
 - 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
 - 3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase the number of hours worked and to determine work hours and days.
 - 4. Determine job vacancies and descriptions.
 - 5. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians for reasonable cause.
 - 6. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
 - 7. Establish, modify, or change any work, business, shift, or school hours or days.
 - 8. Determine the number and location or relocation of its facilities and work stations.
 - 9. Adopt rules and regulations.
 - 10. Determine the financial policies, including all accounting procedures.
 - 11. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
 - 12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B. Limitation on Employer Rights

Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement. The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE III
ASSOCIATION RIGHTS

Representatives of the Association shall be permitted to transact official Association business on school property provided that such business occurs during non-business hours, unless otherwise having mutual agreement with the Superintendent, or designee.

ARTICLE IV
ADMINISTRATOR RIGHTS

- A. Each administrator shall have the right to review the contents of his/her personnel file. The administrator shall have the right to choose an individual to accompany him/her for such review. No more than one (1) official file (personnel record) be kept for each administrator, and the contents herein shall remain in the building housing the Human Resources Department and Superintendent.
- B. No materials concerning a complaint about an administrator may be placed in the personnel record by anyone other than the Superintendent, or designee, without first notifying the administrator. The administrator shall have the opportunity to file a response to the material within ten (10) working days of the notification. The response shall be attached to the materials and placed in the personnel record.
- C. Administrators shall be entitled to Association representation upon request.
- D. Bargaining unit members will be provided with a seniority list annually.

ARTICLE V LAYOFF,
REASSIGNMENT

- A. In any necessary reductions of District administrative personnel, the Administrator shall remain in an administrative position at a level in which the individual is certified and qualified, as specified in Article VII. D. as long as her/his years of district administrative service are greater than those of any other Administrator as determined by the latest date of hire.
- B. If after the application of the above provision, the Administrator is laid off, the individual shall have recall rights to previous or comparable position for a period of two years. Written notice of layoff to the affected unit members and the Association President will be at least forty-five calendar days prior to the effective date of layoff.
- C. Any administrator with teaching experience in the District, who returns to teaching in the District, shall be placed on the teacher salary schedule at their frozen teacher seniority level. Individuals who return to teaching within three years of accepting an administrative position shall be granted those three years for placement on the teacher salary schedule and seniority list.
- D. Seniority within the School District shall be considered as years of service as a teacher and/or an Administrator. Bargaining unit seniority shall be defined as the length of service within the Mason Administrators' Association bargaining unit.

ARTICLE VI
VACANCIES

- A. A vacant MAA administrative position shall be posted within the School District for not less than ten (10) business 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 MAA bargaining unit shall be granted an interview for the posted MAA position.
- B. It is understood that the Board may fill any of the vacancies described above on an interim basis whenever a need arises for a period of time not to exceed one semester unless mutually agreed upon. Interim persons from outside of the bargaining unit will not be a part of the Association. However, such position shall not be permanently filled until there has been compliance with (A) above.

ARTICLE VII
TRANSFERS

- 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. 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 affecting a Board initiated transfer or termination, shall offer appropriate assistance and counsel to the Administrator so as to correct the underlying reasons for the contemplated transfer or termination.
- C. An involuntary transfer will occur when in the reasonable estimate of the Superintendent, an emergency exists or it is necessary to prevent undue disruption of the instructional program. 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.
- D. An Administrator, who has been involuntarily transferred per Article VII. C., has the right to transfer back to the individual's former or comparable position, if such position becomes open and available.

E. The following factors shall be considered by the Superintendent in all involuntary 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

ARTICLE VIII **JUST CAUSE**

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

It is understood between the parties that the Board may terminate the Administrator's employment under this Agreement at any time during the term of the contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, or if the Administrator materially breaches the terms and conditions of this Agreement. It is further agreed that prior to any dismissal by the Board, the Administrator will have the right to service of written charges, notice of hearing and a fair hearing before the Board. Legal counsel, if the individual so chooses, may accompany the Administrator to the hearing. The cost of the Administrator's legal counsel will be borne by the Administrator. The hearing before the Board will be public or private at the option of the Administrator.

ARTICLE IX **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 year's 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.

Upon mutual agreement by the Board and an Administrator, the individual contract and employment of the Administrator may be terminated without penalty or prejudice against the Board or the Administrator. In this event the Board will pay the Administrator all remuneration and benefits accrued unpaid during the period of employment immediately prior to such termination. In the event the Administrator wishes to obtain the Board's agreement to such mutual termination, the Administrator shall notify the Board at least ninety days before such termination by mutual consent would be effective.

ARTICLE X 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 an individual designated by the Superintendent.

B. Frequency

Evaluation of administrators will occur annually.

ARTICLE XI 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 ten (10) 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 of that meeting. 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 the individual a hearing before the Board to discuss the reasons for non-extension.

ARTICLE XII
WORK SCHEDULE

- A. Annual contracted workdays 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 workdays.

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
Athletic Director	220 days

- B. 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.
- C. Assistant Principals may count up to two days on their work calendars for work of eight (8) hours or more required on a Saturday or Sunday. Approval for such days must be granted by the building principal. The building principal will notify the Superintendent of the calendar adjustment and the specific day(s) being traded.
- D. The administrators will have the same work schedule as the teachers for Parent-Teacher Conferences.
- E. All Administrators will receive three (3) flex days per fiscal year. A one (1) week notice of request to utilize a flex day, along with a description of the work performed in advance, is required to be submitted to the Superintendent before the request is approved.

ARTICLE XIII
INSURANCE/LEAVE BENEFITS

- A. The Board shall remit premiums as presented below to provide all full-time MAA members health, dental, vision, life and long term disability insurance for a full twelve (12) month period. The Board shall pay 80% of monthly cost of health insurance premiums, taxes, and fees, with the employee paying 20% of the cost of health insurance premiums, taxes, and fees via payroll deduction. MAA members who do not elect Plan A will select Plan B:

PAKA

MESSA CHOICES II

MESSA Saver RX

\$500/\$1,000 Annual Deductible In-Network

Delta Dental Plan 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$25,000 Life Insurance with AD&D

\$5,000 Basic Life with AD&D

Vision VSP-3 Plan

LTD 60 day modified fill, 66 2/3%, \$7,500 monthly max.

PAKB (No health insurance)

\$250 per month in cash

Delta Dental Plan 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$30,000 Life Insurance with AD&D

Vision VSP-3 Plan

LTD 60 day modified fill, 66 2/3%, \$7,500 monthly max.

- 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 are 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.

- C. 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. 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.

- D. Earned Days

Upon the completion of three years as an Administrator in the Mason Public Schools, an individual who has accumulated at least thirty (30) sick days and misses two days or less the

previous year will be granted an “earned day.” Earned days may be used at any time during the year upon application to and approval by the Superintendent. A maximum of five (5) earned days may be accumulated. The use of an earned day shall not be counted as part of any other leave, and the employee may elect to be compensated at the rate of \$100 per day rather than take the time off.

E. Leave of Absence

Upon the administrator’s written request and the Superintendent’s recommendation, a leave of absence without pay may be granted to the administrator for the enumerated reasons found below. Unless otherwise stated below, the leave of absence will be granted at the discretion of the Board of Education. The administrator on leave shall provide written notification regarding his/her intent to return from the leave ninety (90) days prior to the termination of the leave.

1. Maternity leave shall be granted for up to a maximum of one calendar year.
2. Any administrator whose personal illness or disability extends beyond the compensated period as listed in Section C. of this Article shall be granted an unpaid leave of absence for such time necessary for complete recovery from such illness or disability, or for up to one (1) year, whichever is shorter.
3. Any administrator may voluntarily request a leave of absence for one year in such case where a reduction of administrative staff within the unit becomes necessary.

ARTICLE XIV
PROFESSIONAL IMPROVEMENT

- A. Professional improvement of Administrators is encouraged. It is understood that no reasonable request for professional improvement shall be denied as long as funds are available. These activities will be congruent with the District’s curriculum and leadership 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 building level 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. The employee will only be reimbursed if a passing grade is earned. 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 XV 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. A maximum of one physical every two years will be reimbursed.

ARTICLE XVI
WAGES

(See Schedule – Attachment B)

ARTICLE XVII
OTHER PROVISIONS

- A. The District will attempt to provide leave privileges, insurance and fringe benefits equal to or greater than those provided for other building level professional employees.

The Board will provide additional compensation to administrators annually at the following levels:

Assistant Principals/Athletic Director	\$2700
Elementary Principals/ Special Education Director	\$2850
High School and Middle School Principals	\$3000

This compensation 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, or annuity.

- B. 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. Administrators terminated by the Board are not eligible for termination pay.
- C. If the District offers a retirement incentive, the Association will be notified.
- D. The Board will reimburse administrators per the rate established in Board Policy for mileage required to perform their duties. Furthermore, administrators will receive a stipend of \$55.00 (fifty-five dollars) for any miles exceeding 1000 (one thousand) in a contract year and an additional \$27.50 (twenty-seven dollars and fifty cents) for each 500 (five hundred) miles thereafter.
- E. The Board will reimburse an administrator for the cost of a state issued Administrator Certificate at a rate of one hundred sixty dollars (\$160.00).
- F. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to exercise powers as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE XVIII
DURATION OF AGREEMENT

The duration of this Agreement shall be two (2) years, commencing July 1, 2015 and terminating June 30, 2017.

FOR THE BOARD OF EDUCATION:

President, Mason Board of Education

Date

Secretary, Board of Education

Date

FOR THE ASSOCIATION:

President, Mason Administrators' Association

Date

Representative, Mason Administrators' Association

Date

ATTACHMENT B

**MASON PUBLIC SCHOOLS
2015-16 SALARY**

% increase = 0.0%

	Exper.	EP 220 days	MSAP 220 days	MSP 230 days	HSAP/AD 220 days	HSP 230 days	SED 220 days
	0	76,741	74,440	82,882	75,209	88,233	79,045
	1	78,875	76,508	85,185	77,297	90,704	81,242
	2	81,005	78,578	87,487	79,387	93,156	83,435
	3	83,138	80,643	89,788	81,475	95,609	85,631
	4	85,271	82,711	92,092	83,565	98,060	87,827
	Factor	1.00	0.97	1.08	0.98	1.15	1.03

Longevity

Factor	Years						
1.0125	7	86,337	83,745	93,243	84,610	99,286	88,925
1.0225	11	87,190	84,572	94,164	85,442	100,266	89,803
1.0325	15	88,042	85,399	95,085	86,281	101,247	90,681
1.0425	19	88,895	86,226	96,006	87,117	102,228	91,560

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

The longevity steps are for administrative experience in the district. Individuals who have teaching experience in the district and move directly into a district administrative position, will have their total years used for determining longevity after the completion of five administrative years (0-4 steps).

ATTACHMENT B

**MASON PUBLIC SCHOOLS
2016-2017 SALARY**

Percent increase = 1.0%

	Exper.	EP 220 days	MSAP 220 days	MSP 230 days	HSAP/AD 220 days	HSP 230 days	SED 220 days
	0	77,508	75,184	83,711	75,961	89,115	79,835
	1	79,664	77,273	86,037	78,070	91,611	82,054
	2	81,815	79,364	88,362	80,181	94,088	84,269
	3	83,969	81,449	90,686	82,290	96,565	86,487
	4	86,124	83,538	93,013	84,401	99,041	88,705
	Factor	1	0.97	1.08	0.98	1.15	1.03

Longevity

Factor	Years						
1.0125	7	87,200	84,582	94,175	85,456	100,279	89,814
1.0225	11	88,062	85,418	95,106	86,296	101,269	90,701
1.0325	15	88,922	86,253	96,036	87,144	102,259	91,588
1.0425	19	89,784	87,088	96,966	87,988	103,250	92,476

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

The longevity steps are for administrative experience in the district. Individuals who have teaching experience in the district and move directly into a district administrative position, will have their total years used for determining longevity after the completion of five administrative years (0-4 steps).

ATTACHMENT C
Sample Individual Contract

Account: **NUMBER**
Building: **NAME**

MASON PUBLIC SCHOOLS
Administrative Contract

THIS AGREEMENT, entered into this 1st day of **MONTH, YEAR**, between the Mason Board of Education, hereinafter called "Board", and **NAME** hereinafter called "Administrator."

WITNESSETH:

1. The Board agrees to employ the Administrator for a term of two (2) years, from July 1, **YEAR**, to June 30, **YEAR**. The current assignment at the time of entering into this Agreement is Elementary Principal. In that position the Administrator shall work 220 days each fiscal year.
2. The Administrator hereby accepts said employment for the term specified in paragraph 1, and specifically represents to the Board of Education that he/she is certified and qualified under the laws of the State of Michigan to perform the duties of Elementary Principal.
3. The wages, hours and working conditions of the Administrator including rights of layoff and transfer as well as salaries and fringe benefits are as stated in the Master Agreement now in effect between the Board of Education and the Mason Administrator's Association. Salary for the current year will be **\$AMOUNT**.
4. The Board agrees to pay the Administrator the wages specified in paragraph 3 on a bi-weekly basis in equal installments, commencing with the first payroll in August and ending with the last payroll in July.
5. This contract shall be deemed to have been renewed for a period of one (1) year unless the Board shall have given written notice to the contrary sixty (60) days prior to its termination date of July 1, **YEAR** in which case reasons shall be given and a hearing provided if requested in accordance with Section 245 of the School Code of 1976, as amended.
6. The Administrator may terminate this contract by delivering to the Secretary of the Board a written notice of his/her election to resign or retire at least ninety (90) days prior to any anniversary date of this contract.
7. It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in any administrative capacity.

IN WITNESS WHEREOF the parties hereto have set their hands this day and year above written.

BOARD OR ITS DESIGNATE

ADMINISTRATOR

By _____
Superintendent

By _____

Date _____

Date _____