

6/30/93

MASTER AGREEMENT

BETWEEN

BOARD OF EDUCATION
LESLIE PUBLIC SCHOOLS

AND

LESLIE ASSOCIATION OF SCHOOL ADMINISTRATORS

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Leslie Public Schools

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ARTICLE I - RECOGNITION

The Board of Education of Leslie Public Schools recognizes the Leslie Association of School Administrators as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and conditions of employment for all building Principals, Director of Community Education, and other administrative positions excluding Superintendent, Business Manager, Teaching employees, and all non-instructional personnel.

ARTICLE II - DEFINITIONS

In the application and interpretation of the provisions of the agreement, the following definitions shall apply:

- a. Board shall mean the Board of Education of the Leslie Public Schools or its designated representatives.
- b. Association shall mean the Leslie Association of School Administrators.
- c. Administrators shall mean anyone included in the bargaining unit.
- d. Superintendent shall mean the Superintendent of Schools of the Leslie Public School District or his designated representative.
- e. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.
- f. The term "year-end" shall be construed as a fiscal year, July 1 through June 30.

ARTICLE III - BOARD RIGHTS

The Board reserves unto itself all rights, powers, and privileges inherent in it, or previously exercised by it, or vested in it or conferred upon it by the laws of the Constitution of Michigan and the United States and any other source, except as expressly provided elsewhere in this agreement or Act 379 of the Michigan Public Acts of 1965 as amended.

ARTICLE IV - ADMINISTRATORS/ASSOCIATION RIGHTS

- a. The Association shall be provided a copy of all the individual dual contracts issued to bargaining unit members covering any part of the term of this agreement.
- b. No building principal shall be responsible for the operation of more than one building.

The foregoing shall not apply to short-term periods due to leaves of absence or the filling of vacancies. In the event the leave or time required to fill a vacancy exceed sixty (60) work days, the temporary assignment may be continued by mutual agreement between the Board and administrator. In such instances, the administrator shall receive additional compensation of \$100.00 per day for each day of work in the temporary assignment after the sixtieth (60th) day.

- c. No administrator shall be required to perform duties outside the bargaining unit on a regular basis.
- d. The Board agrees that the private life of any administrator is not an appropriate matter for the concern or attention of the Board unless it adversely affects the administrator's ability to carry out professional functions or responsibilities to the school district or to act as a representative of the district.
- e. Each building principal shall have the right to control student discipline within his building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.
- f. All administrators shall be notified by April 1 of their administrative assignments for the upcoming school year.

This provision shall not serve to restrict the Board's right to transfer administrators subsequent to April 1.

- g. All administrators shall be employed under written individual contracts, the terms which shall be subject to and consistent with the terms of this agreement. Said contracts shall be effective on a July 1, and shall terminate on a June 30.

- h. All administrators shall receive two-year contracts unless notice of non-renewal is received prior to April 1, of the preceding school year. (See Article VII)

This section shall not apply during an administrators first two years of employment.

ARTICLE V - EVALUATIONS

- a. By the end of each school year each administrator shall be evaluated by the superintendent or his designee as to his professional service. One copy of the evaluation shall be placed in the administrator's file and one copy shall be given to the individual. Provision will be made for written comment by the administrator being evaluated, and such comment will be attached to and retained with the evaluation.
- b. If the evaluation results in less than an overall evaluation of satisfactory, a conference will be held with the administrator to discuss the evaluation and any recommendations for improvement.

ARTICLE VI - CITIZEN COMPLAINT

The Board agrees that in the case of a complaint on the part of citizen regarding an administrator, or a program or an employee he supervises, that such citizen be requested to first discuss the matter with the administrator involved before any administrator not within the unit or the Board of Education takes official action on the matter. It is understood and agreed that, if an administrator's decision is appealed to the superintendent, such administrator shall have the opportunity to provide the necessary background information before any further action is taken on the matter. No action shall be taken, in any instance before the administrator is notified of any citizen complaint and given the opportunity to present information concerning the complaint.

ARTICLE VII - DISCHARGE AND DISCIPLINE

No administrator shall be disciplined, reprimanded, reduced in compensation level, compensation suspended or discharged without just cause, the Board will not act arbitrarily nor capriciously in these matters. In the event of acts of misconduct, as opposed to unsatisfactory performance, said administrator may be disciplined up to and including discharge, provided that the administrator has received written notice from the Board or the superintendent stating the alleged cause or causes for such discipline; provided further that upon the administrator's written request a hearing before the Board shall be conducted with full regard to due process and shall take place prior to the Board taking official action to discharge the administrator.

This paragraph shall not apply to an administrator for the first two years of employment. During such period, the administrator shall be deemed to be on probation.

ARTICLE VIII - LEAVES OF ABSENCE

The following leaves of absence may be granted, however, it is expressly understood that recreational pursuits, securing other employment, satisfying expectations of other employers, defense in court regarding morals charge (unless found innocent) shall not be considered here.

a. PROFESSIONAL LEAVE AND CONFERENCES

1. The administrators shall have professional leave days to be allowed selectively depending upon the superintendent's assessment of the need and value of each request. Professional leave days shall be used for purposes of: visitation to view other instructional techniques or programs, conferences, workshops or seminars.
2. It is mutually agreed that each administrator shall attend one state conference authorized by the superintendent each year and one national conference every third year. The Board shall reimburse the administrator for all expenses incurred at said meetings with a maximum of \$365.00 for a state conference and \$840.00 for a national conference. Scheduling of such meetings shall be mutually agreed with the superintendent of schools.

b. FUNERAL LEAVE

The administrator shall be allowed a maximum of five (5) working days each year as funeral leave days, not to be deducted from sick leave.

c. SICK LEAVE

At the beginning of each school year the administrator shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability. The unused portion of such allowance shall accumulate without limitation. Bargaining unit administrators hired after July 1, 1990 shall accumulate to a maximum of one hundred (100) days of paid sick leave.

d. EMERGENCY ILLNESS IN FAMILY

The administrator shall be granted a maximum of five (5) days per school year for each critical illness in the immediate family.

e. MEDICAL AND DENTAL APPOINTMENTS

The administrator shall be granted necessary time for medical and dental appointments when such appointment cannot be made at any other time.

f. PERSONAL LEAVE

The administrator shall be granted two (2) days to be used for his personal business. Personal business days may be used at the discretion of the administrator and any unused personal business days shall be credited to his sick leave. The superintendent shall be notified in writing at least three (3) days in advance, except in the case of an emergency.

ARTICLE IX - MILEAGE

It is mutually understood that in the event the administrator uses his personal automobile for school purposes within or without the school district, the District shall reimburse the administrator for such use at the Internal Revenue Service per mile reimbursement rate.

ARTICLE X - MEMBERSHIP

The Board agrees to pay the administrator membership dues and school service fees in state and national professional organizations during the term of this contract.

ARTICLE XI - LAYOFF

- a. The Association recognizes the Board's right to reduce the number of administrative personnel.

It is expressly recognized that such reductions may be implemented during the terms of the individual administrator's contract.

- b. For the purpose of this article, the term "reduced" shall mean the termination of an administrator from a position within the bargaining unit.
- c. In any necessary reduction of certificated district personnel, the administrator shall remain in the employ of the district as long as his years of certificated service are greater than those of any other certificated employee of equal or lesser status.
- d. If in the Board's opinion, it is ever necessary to reduce the administrative staff, the best qualified people as determined by the superintendent with Board approval shall be retained.
- e. Matters arising from this article shall be excluded from the grievance procedure (Article XIII).
- f. Administrators who have been reduced shall retain all accumulated sick leave.

ARTICLE XII - GRIEVANCE PROCEDURES

Section A - Definition and Restrictions

Any individual who is a party to this Agreement and who feels that such Agreement has been violated may file a grievance in accordance with the procedures detailed in Section B and C of this Article. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement and that the person alleging a violation of this Agreement shall place said grievance in writing indicating (a) the date of the alleged violation, (b) the specific article and wording of the Agreement that has allegedly be violated, and (c) the resolution requested. Failure to meet the limits as detailed under each step of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each step shall automatically cause the grievance to be moved to the next higher step in the grievance procedure.

Section B - Administrator's Grievance

Step No. 1

Any administrator believing there has been an alleged violation of this Agreement shall meet with the superintendent within five (5) working days of the alleged violation. If the grievance is not resolved in said meeting, the superintendent shall provide a written answer within ten (10) working days of the discussion.

Step No. 2

If the administrator does not agree with the answer provided by the superintendent or his designee, he may request, within ten (10) working days of said answer, a BOARD hearing on the alleged violation. The Board may arrange for a hearing on the alleged violation at its regularly scheduled board meeting, but, in any case, the BOARD shall hold said hearing within thirty (30) working days of receipt of request for said hearing. The administrator may request that said hearing be held in executive session. The BOARD shall provide a written answer within the ten (10) working days of said meeting.

Step No. 3

If the administrator does not agree with the answer provided by the BOARD, he may appeal, within ten (10) working days of the receipt of said answer, to the Michigan Employment Relations Commission for mediation as provided in the Public Employment Relations Act.

Section C - Cost Sharing

Should the State of Michigan discontinue providing mediation services free of charge to the parties, any costs related to the mediation shall be shared equally by both parties to this Agreement.

ARTICLE XIII - ADMINISTRATIVE TENURE

The administrator shall not receive tenure in any administrative position, however, he shall maintain the right to obtain tenure as a teacher in the Leslie Public Schools.

ARTICLE XIV - REIMBURSEMENT OF EXPENSES

The administrator shall be reimbursed by the Board for all reasonable out-of-pocket expenses incurred while performing official functions of the Board. Such reimbursement shall be approved by the Superintendent of Schools and Board.

ARTICLE XV - EDUCATION DEGREE

The administrator shall be reimbursed five hundred dollars for completion of an Education Specialist Degree and eight hundred dollars after arrival in the Leslie School District for a Doctorate Degree in school administration or in a related field approved by the Superintendent of Schools.

ARTICLE XVI - MEDICAL EXAMINATION

At the Board's request, the administrator may be required to submit to a physical examination by a licensed physician as specified in the SET-Ultra-Med Plan D.

ARTICLE XVII - RETIREMENT

Board paid retirement will be provided to the administrator.

ARTICLE XVIII - HOLIDAYS

Recognized holidays include:

the day before New Years
New Years
Good Friday
Memorial Day
July 4th

Labor Day
Thanksgiving Day and Friday after
the day before Christmas
Christmas Day

When New Years and Christmas occur on a Thursday, the next day (Friday) will also be observed as a paid holiday. Building Principals shall observe teacher recesses during the school year.

ARTICLE XIX - VACATION

- a. Each administrator shall be entitled to twenty-five (25) days paid vacation each year of t his employment contract. Said vacation time shall not be cumulative for more than (1) year (25 days cumulative). Vacation time is earned at a rate of 1½ days per months worked. Vacation time shall be mutually agreed upon by the Superintendent of Schools.
- b. Upon termination of employment as an administrator, the Leslie Public Schools shall reimburse the eligible administrator for unused vacation days up to the maximum amount of eligible vacation days. The formula used for said reimbursement shall be the following:

Administrator's present salary on date of termination divided by 237 days, times eligible vacation days equals amount of vacation day reimbursement.

Example: $\$40,912 - 237 \times 25 = \$172.62 \times 25 = \$4,315.50$

ARTICLE XX - FRINGE BENEFITS

Pursuant to the authority, as set forth in the Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following fringe benefits upon submission of a written application.

a. Medical Insurance

1. The Board shall provide, without cost to all full-time administrators, SET Ultra-Med (with Med Chek, \$2.00 drug card and UMP Rider) protection for a full twelve-month period for each administrator who completes a full fiscal year of employment and his/her immediate family and any other single eligible dependents as defined by the U.S. Internal Revenue Service.

- 1.b. Individual administrators shall have the option of selecting a tax sheltered annuity in place of Board-paid medical insurance. The Board agrees to pay up to 70% of the amount the individual administrator would receive toward the administrator's selected tax sheltered annuity. In no case shall said amount exceed \$2,400.

2. Administrators newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.

3. Changes in Family status shall be reported by the employee to the school business office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

4. An employee eligible for Medicare shall enroll for Medicare benefits within 30 days of his/her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Administrators eligible for Medicare benefits on and after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Administrators can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).

- b. The Board of Education will not be liable for any penalties against the employee by the insurance carrier (including Medicare) as the result of his/her election.
- c. To the extent permitted by law, premiums for Medicare supplement and Medicare premiums shall be paid on behalf of the administrator's spouse and/or qualified dependents eligible for Medicare.
5. The Board agrees to provide the mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
6. To be eligible for the said coverages (or increase in coverages), employees must be able to perform the "At work requirements" with this employer before benefits are effective.
7. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
8. An open enrollment period shall be provided annually.

b. Term Life Insurance

\$40,000.00 each administrator (if insurable) that shall be paid to the bargaining unit members designated beneficiary.

1. Administrators who have Board-provided term life insurance, have a 30 day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within 30 days of their last day of employment with the Leslie Public Schools.
2. The sole authority for the selection of the term life and AD&D insurance carrier shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded hereby shall not be diminished.

c. Accidental Death and Dismemberment Policy

\$40,000.00 each administrator (if insurable).

- d. Dental Insurance
SET Ultra-Dent (100%).

- e. Long Term Disability
66-2/3 of salary
60 calendar day waiting period
\$2,500/month maximum monthly coverage

- f. Vision Insurance
MASB-SET Ultra-Vision (100% Reasonable Cost Plan).

- g. Payroll Deduction Programs
The Board will provide payroll deduction programs at the request of an employee. The Board reserves the right to limit the number of insurance/annuity companies to ten (10).

ARTICLE XXI - SALARY

- a. 1. For the 1991-92 school year all administrators currently employed by the Board shall receive salaries as follows:

Woodworth	\$46,898 (94% of Upper/M.S.)
Upper Elem/M.S.	\$49,780
High School	\$50,312
H.S. Assist/A.D.	\$43,833
Community Educ.	\$30,774

The salaries for 1990-91 shall be paid retroactively to July 1, 1990. The annualized salary reflected above will be reduced by \$1,190 for 1990-91 to offset the prepayment of longevity and T.S.A. as provided under the prior agreement.

- 2. The salary for the 1991-92 school year shall be minimally increased by 5.5%. Should the SET health care premium rate increase on July 1, 1991, increase by a percentage which is less than the cost of medical care and services index of the C.P.I. for the period of April

1990 to April 1991 (All Urban Consumers -- Detroit Index), the surplus funds will be redistributed as salary in a fashion determined by the parties.

3. The salary schedule for the 1992-93 school year shall be increased by 6%.

b. New Hires Salaries

The Board shall have the option of negotiating individual salary contracts with new hires. The Board however, shall not exceed the existing contracted salary for the position in question nor shall they offer a contract which would be less than 87% of the present salary for the contract year in which the new administrator is first employed.

c. Newly Employed Administrators Salary Adjustments

Newly employed administrators shall with continued employment as an administrator have their salaries adjusted upward in equal percentage steps for the second and third year of their individual contract so that by the third year of their employment they will receive a salary equal to 100% of the salary negotiated for the administrative position they are assigned.

ARTICLE XXII - TERMINATION AND MODIFICATION

This agreement shall be effective upon ratification by the Board and shall continue in full force and effect until 11:59 p.m. June 30, 1993.

- a. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same.
- b. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- c. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year written below:

(Date)

APPENDIX A

INDIVIDUAL TEACHER TENURE DATE FOR EACH ADMINISTRATOR

Leland Wheaton	September 5, 1972
Donald Vickers	December 15, 1975
Ronald Beegle	August 29, 1979
Richard Church	August 18, 1986
Rose James	October 17, 1991