

3324

6/30/00

AGREEMENT

BETWEEN

MASON BOARD OF EDUCATION

AND

MASON ADMINISTRATORS' ASSOCIATION

1997 - 2000

**Mason Public Schools
Mason, Michigan**

Mason Public Schools

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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, the Directors of Special Education and Computers**, but excluding the Superintendent, Assistant Superintendents, 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 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.

ARTICLE VIII

EVALUATION

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

Evaluator

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

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.

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.*

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.

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 by the Administrator.
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

Administrators may be permitted to reschedule up to one week of work during the school year upon approval by the Superintendent. An equivalent number of days will be worked on non-scheduled days.

Additional vacation time will be earned based on the years of administrative service 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 vacation time.

ARTICLE XI

INSURANCE/LEAVE BENEFITS

Administrators will have the same medical, dental, vision, and life insurance coverage as the Teacher Association. Administrators will have the same option of medical insurance carriers as the Teacher Association.

Health Insurance Costs will be capped at 15% over a three-year period. The base insurance rate will be the one paid during the 1996-97 school year. Association members agree to pay health insurance costs exceeding an increase of 15% of the 1996-97 rates. In the third year of the contract by mutual agreement, the Association may alter the health insurance benefits to reduce the premium.

The Board of Education agrees to cover the Administrators with the following additional insurance coverage:

The Board of Education will contribute three percent (3%) of the individual administrator's salary toward the following:

1. The premium of a life insurance policy with the stipulation that the minimum death benefit of the policy must be \$50,000.
2. An annuity or a deferred compensation plan specified by the administrator.
3. A life insurance plan specified by the administrator.

Long Term Disability: 60% to monthly maximum of \$2,500 with a 90 day qualifying period.

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 will be granted with no limit as to accumulation of days. All currently employed Administrators shall be retroactively covered.

Administrators will have the same Family and Medical Leave Act benefits as the Teacher Association.

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. All activities will be in keeping with the inservice goals of the Administrator's prior approval. This is in addition to the course work provision as stated in the Teachers' Master Agreement.
- 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.

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 Attached Schedule)

1997-98	2% increase.
1998-99	2% increase.
1999-00	Salary reopener only.

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.

Terminal leave pay of 1% of salary 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.

Severance agreement, please see Attachment D.

Calendar agreements, please see Attachment E for 1997-98 and 1998-99.

ARTICLE XVI

DURATION OF AGREEMENT

The duration of this Agreement shall be three (3) years, commencing July 1, 1997 and terminating June 30, 2000.

FOR THE BOARD OF EDUCATION:



President, Mason Board of Education

1-19-98
1/17/98

Date



Secretary, Board of Education

1-19-98

Date


FOR THE ASSOCIATION:



President, Mason Administrators' Association

1-13-98

Date



Representative, Mason Administrators' Association

1-14-98

Date

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						

Evaluator's Comments:

Principal _____

Date _____

Evaluator _____

Date _____

ADMINISTRATIVE SENIORITY

1997-98

	<u>District</u>	<u>Admin.</u>	<u>District</u>	<u>Admin.</u>
Creaser, O, Korie	20	20	07/01/77	07/01/77
Delbridge, Lance	0	0 (3)	10/13/97	10/13/97
Fellows, David	26	5 (6)	09/71	07/01/92(Intern) 07/01/95
Hargrove, Sandra	10	8	08/87	07/01/89(Intern) 07/01/91
Kerner, Michael	3	3 (7)	08/01/94	08/01/94
McNeill, Kenneth	18	18	07/01/79	07/01/79
Metcalf, A. Alan	14	14	07/01/83	07/01/83
Pratt, D. Jefferoy	0	0	07/28/97	07/28/97
Sinila, Dwight	23	23	07/01/74	07/01/74
Thornburg, Trena	12.5	2 (5)	02/85	07/01/95
Tobe, James	20	13	09/77	07/01/84

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.

Severance Agreement

The idea of spreading an employee's severance compensation over the last three to five years of service with the District was discussed. Since specific legal issues associated with this proposal need to be examined, the following resolution was made:

"A subcommittee will be formed to study the issue of spreading an employee's severance compensation over the last three to five years of service with the District. This group will finalize a recommendation by March 1, 1998. The MAA and the Mason Board of Education will support the subcommittee's recommendation through a Letter of Agreement."

1997 - 98

ADMINISTRATORS' CALENDAR

July	28	Secondary Principals Return
August	04	All Other Administrators Return
	26	Classes Begin (1/2 day; AM & PM Kdg. students report for one (1) hour in AM)
September	01	Labor Day - <i>No School</i>
	24	Student Membership Count Date
November	27-28	Thanksgiving Recess - <i>No School</i>
December	22-23	All Administrators Required to Work
	24 -	All Administrators Required to Work One (1) Additional Day During Christmas
January	02	Break
January	05	Classes Resume
February	11	Student Membership Count Date
	16	Mid-Winter Recess - <i>No School</i>
April	3-10	Spring Recess - <i>No School</i>
May	25	Memorial Day - <i>No School</i>
June	08	Records' Day - No Classes
	19	All Administrators Last Day (except middle school & high school principals)
	26	Middle School & High School Principals Last Day

* The date(s) of additional vacation days based upon the administrator's seniority should be approved in advance by the Superintendent or his designee.

10/97

1998 - 99

ADMINISTRATORS' CALENDAR

July	27	Secondary Principals Return
August	03	All Other Administrators Return
	25	Classes Begin (1/2 day; AM & PM Kdg. students report for one (1) hour and twenty (20) minutes in AM)
September	07	Labor Day - <i>No School</i>
	23	Student Membership Count Date
November	26-27	Thanksgiving Recess - <i>No School</i>
December	21-23	All Administrators Required to Work
January	04	Classes Resume
February	10	Student Membership Count Date
	15	Mid-Winter Recess - <i>No School</i>
April	05-09	Spring Recess - <i>No School</i>
May	31	Memorial Day - <i>No School</i>
June	07	Records' Day - No Classes
	18	All Administrators Last Day (except middle school & high school principals)
	25	Middle School & High School Principals Last Day

* The date(s) of additional vacation days based upon the administrator's seniority should be approved in advance by the Superintendent or his designee.

**The administrative calendar for 1999-2000 will be determined
when the starting date for that school year is determined.**

10/97

ADMINISTRATIVE SALARY SCHEDULE 1997-98

Factor	Exper.	E.P. 44 weeks	CSD/MSAP 44 weeks	M.S.P. 46 weeks	CED/HSAP 44 weeks	H.S.P. 46 weeks	S.E.D. 44 weeks
0.9	0	\$60,653	\$58,833	\$65,505	\$59,440	\$69,751	\$62,473
0.925	1	\$62,338	\$60,467	\$67,324	\$61,091	\$71,688	\$64,208
0.95	2	\$64,022	\$62,102	\$69,144	\$62,742	\$73,626	\$65,943
0.975	3	\$65,707	\$63,736	\$70,963	\$64,393	\$75,563	\$67,679
1	4	\$67,392	\$65,370	\$72,783	\$66,044	\$77,501	\$69,414
Factor		1	0.97	1.08	0.98	1.15	1.03

Longevity

1.01	12	\$68,066	\$66,024	\$73,511	\$66,704	\$78,276	\$70,108
1.02	16	\$68,740	\$66,677	\$74,239	\$67,365	\$79,051	\$70,802
1.03	20	\$69,414	\$67,331	\$74,966	\$68,025	\$79,826	\$71,496
1.04	24	\$70,088	\$67,985	\$75,694	\$68,686	\$80,601	\$72,191

ADMINISTRATIVE SALARY SCHEDULE 1998-99

Factor	Exper.	E.P. 44 weeks	CSD/MSAP 44 weeks	M.S.P. 46 weeks	CED/HSAP 44 weeks	H.S.P. 46 weeks	S.E.D. 44 weeks
0.9	0	\$61,866	\$60,010	\$66,815	\$60,629	\$71,146	\$63,722
0.925	1	\$63,585	\$61,677	\$68,671	\$62,313	\$73,122	\$65,492
0.95	2	\$65,303	\$63,344	\$70,527	\$63,997	\$75,098	\$67,262
0.975	3	\$67,022	\$65,011	\$72,383	\$65,681	\$77,075	\$69,032
1	4	\$68,740	\$66,678	\$74,239	\$67,365	\$79,051	\$70,802
Factor		1	0.97	1.08	0.98	1.15	1.03

Longevity

1.01	12	\$69,427	\$67,345	\$74,981	\$68,039	\$79,842	\$71,510
1.02	16	\$70,115	\$68,012	\$75,724	\$68,712	\$80,632	\$72,218
1.03	20	\$70,802	\$68,678	\$76,466	\$69,386	\$81,423	\$72,926
1.04	24	\$71,490	\$69,345	\$77,209	\$70,060	\$82,213	\$73,634