

**MASTER AGREEMENT**

**BETWEEN THE**

**MT. MORRIS BOARD OF EDUCATION**

**AND**

**MT. MORRIS ADMINISTRATORS**

**EDUCATION ASSOCIATON**

**July 1, 2015 - June 30, 2017**

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This agreement entered into on July 1, 2015, between the Board of Education of the Mt. Morris Consolidated School District, hereinafter called the "Board" and the Mt. Morris Administrators' Education Association, hereinafter called the "Association."

Witnesseth

Be it understood that the parties have reached an understanding upon the following items, as a result of negotiations, and have hereby agreed as follows:

**Article I**

**Recognition**

The Board hereby recognizes the Association, IN ACCORDANCE WITH THE PUBLIC ACTS OF 1965, AS AMENDED, as the sole and exclusive bargaining agent for administrators whether under contract or on sabbatical leaves employed by the Board. The term "Administrator" when used hereinafter in this agreement shall refer to all administrators (excluding Central Office Administrators).

**Definitions**

- A. The term "Board" as used in this Agreement shall include and mean the members of the Mt. Morris Board of Education or any other persons designated as representatives by the Mt. Morris School Board.
- B. The term "Association" as used in this Agreement shall mean the Mt. Morris Administrators Education Association.

**Article II**

**Administrators/Association Rights**

- A. The Association shall have the right to use school buildings and facilities in conformity with the Board's governing policies and regulations.
- B. The Board agrees to furnish to the officers of the Association, in response to their reasonable written requests, copies of the Board's public records normally made available and which have passed the discussion state and which cover the financial resources of the District, budgetary allocations and expenditures, hours, wages, and conditions of employment of those employees covered hereunder that shall be required by the Association in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement. The Association agrees it shall likewise furnish the Board, upon receiving a written request, copies of all information, facts, and documents it possesses which have passed the discussion state or that are available to the Association to assist the Board in fulfilling the obligations and responsibilities implied on it by the terms of this Agreement.
- C. The Board and Association agree that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding an employee or a program or other employees and/or personnel he/she supervises. It is agreed that normally such complaints will be promptly referred to any employee affected, except in those instances where the nature and/or circumstances of the complaint indicate other handling procedures are in

order. It is agreed that, if the complaint is not referred back to the affected employee, he/she, in those cases of school related complaints where it is determined such necessary action can be delayed, shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any action is taken on the matter.

- D. An employee, by prior arrangement with the Superintendent or his/her designee, shall be able to examine all materials in his/her personnel file which accrue or originate after he/she is employed by the District. Henceforth, copies of any significant documents made part of his/her personnel file, not otherwise routinely made available, shall be given to him/her.

### Article III

#### Board Rights and Security

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Except as specifically abridged or modified by the express written terms of this Agreement, all of the rights, powers, and authority the Board had prior to the execution of this Agreement are retained by the Board.

- B. The Association shall not, at any time, authorize, sanction, condone, or acquiesce, nor will any employee take part in any strike, slowdown, sit-in, picketing, or in any way interfere with the operations of the Mt. Morris Consolidated School District. The Association further agrees that it will not request, support, recognize, or engage in any sanction activities. In the event of any such action, the Association, through its officers and other representatives, will immediately post notices as supplied by the Superintendent's office at any or all schools affected and other appropriate locations advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association, and the Association shall advise such employees to immediately cease such action and return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the law and/or this Article, it shall not be liable in any way for such activities.

The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision.

### Article IV

#### Negotiations Procedure

- A. The Association's and Board's negotiating teams will commence discussions no later than April 1st of any given year and both parties agree that their representatives will have the necessary power and authority to make proposals, consider proposals and make concessions during the course of negotiations.

- B. It is understood that the Association will make the initial contact regarding the commencement of negotiations.
- C. It shall be the responsibility of each team to see that their proposals to be submitted will be printed with sufficient copies for all members present.
- D. It is understood that in the event that negotiations reach an impasse and a successor agreement has not been agreed upon by July 1st, the beginning of the new contract year, both parties agree that Administrators will continue to work under the terms of the old agreement.

## Article V

### Compensation and Expenses

- A. The salaries of administrators covered by this agreement are established as per the salary step found on page 15 & 16.
- B. Administrators shall be paid in twenty-six (26) equal installments as determined by the Board during the period stipulated for Administrator's performance under this agreement.
- C. Pre-approved expenses, such as lodging, incurred by an Administrator while representing the school district at any authorized meeting will be reimbursed.
- D. Each member of the bargaining unit will be reimbursed for the business related cell phone usage at the rate of \$55 per month or \$660 per year. In order to receive the reimbursement, members are required to submit monthly billing documentation at the end of each quarter (September, December, March and June).
- E. The Board of Education shall provide health insurance coverage for a twelve-month period for the Employee and their eligible dependents. The Employee shall pay any amount above the Board contribution for the premium through automatic payroll deduction for a health insurance plan, mutually agreed upon, for the member of the bargaining unit and his/her eligible dependents. The Board contribution will be as follows:

Family	\$15,250
2 Person	\$12,250
Single	\$5,250

In the event hospitalization insurance is not taken, the Mt. Morris Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment").

The amount of the Cash Payment may be applied by the bargaining unit member to a Tax-Deferred Annuity. Effective July 1, 2009, the Cash Payment amount is determined as follows:

- 2 or less participants: \$100 per month
- 3 participants: \$200 per month
- 4 or more participants: \$300 per month

To elect a Tax Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

- F. A major family dental plan shall be provided for members of the administrative organization. A major dental with \$25.00 deductible and 90% reimbursement will be provided.
- G. The Board shall provide a term life insurance policy in the face amount of two (2) times the annual salary plus \$4,000.
- H. At the beginning of each school year, each administrator shall be credited with 12 days leave allowance to be used for absence caused by illness or physical disability of the administrator. On June 30 of each school year unused sick days, including unused personal days (reference Article VIII B, b) in excess of 100, shall be paid at the rate of \$50.00 per day.

Administrators shall receive confirmation of their accumulated sick days with the first paycheck of the school year.

At the end of each school year, all administrators may have any or all of their unused sick days paid off (a maximum of fifteen (15) days per year) at the rate of \$50.00 per day.

Future administrators selected from the ranks of the bargaining unit shall be allowed to carry over a maximum of 100 sick days. Those who have more than 100 sick days in the bank will have the excess days paid off at the rate of \$50.00 per day.

- I. The Board shall provide LTD (30 days exclusion) for each administrator. At the present time LTD will not compensate at a greater rate than the amount stated in their policy 66 2/3%.
- J. The Board shall provide a full family optical program for members of the bargaining unit.
- K. All benefits earned by the administrator will be paid to his/her designated beneficiary, in the event of his/her death. These benefits are accrued sick days, longevity and severance pay.
- L. Each administrator who has been employed by the Board for a period of ten (10) consecutive years shall be eligible for severance pay upon death or retirement. Administrators shall receive \$200.00 per year for every year of service to the district.

M. Each administrator shall receive an annual longevity payment in addition to his/her annual regular salary according to the following schedule:

- Beginning with the:

5 <sup>th</sup> year	\$1500
7 <sup>th</sup> year	\$1800
10 <sup>th</sup> year	\$2100

Administrators must have completed four (4) years of in-district administrative experience to qualify.

The longevity payment will be made the first regular pay date in July.

- N. Upon Appropriate written authorization from the administrator, the Board shall deduct from the administrator's salary, and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations or city taxes. No new deduction programs will be placed with Board approval.
- O. Any administrator, having 15 or more years of service with Mt. Morris Schools, upon voluntarily leaving the system shall be paid his/her accrued sick leave at the rate of \$60.00 pay per day. In the event of the death of this administrator, his/her beneficiaries shall receive the accrued sick leave benefit.

## Article VI

### Hours and Assignments

- A. A list of the administrative positions covered by this agreement are set down in Appendix A, which is attached to and included in this agreement.
- B. Administrators shall be on duty, attending to school business during the hours necessary to properly supervise and administrate his/her particular function within the school system as determined by his/her job description and responsibilities and as directed by the Superintendent. This shall include hours and/or days beyond the normal or beyond contractual provisions specifying days worked when deemed necessary.
- C. Administrators shall not be required to report during holidays when schools are closed. Administrators are expected to report for work or make every reasonable effort to be at their assignment on bad weather days. Building administrators will telephone the office of the Superintendent if they are going to be late.
- D. It may be necessary for an administrator to work days in July in order to meet his/her contractual obligation. It is the expectation that all administrators will report to work on the first working day in August each year.

## Article VII

### Vacancies, Promotions, Transfers, Reductions

The Association agrees the Board shall have the right to make the final decision on the staffing of all positions covered by this agreement. Vacancies which occur within the administrative staff of the school district and which provide opportunity for promotion for present staff members shall be posted in each building. Such position shall be posted at least ten (10) working days prior to the filling of the vacancies. Administrative vacancies may be filled on an emergency basis until such procedure can be followed. Where in the judgment of the Superintendent the best interest of the school district would be served, appointments may be made by the Board without posting.

### Transfers

Any administrator has the right to request consideration for a transfer to an open position.

- A. A request may be initiated with a written request directed to the Superintendent or his/her designee.
- B. An individual requesting consideration of a transfer should initiate such request by March 1 of any school year.
- C. The final decision for a transfer and/or assignment rests with the Board of Education.
- D. Administrators who voluntarily have a change in assignment shall be compensated at the appropriate rate of said assignment.

### Involuntary Transfer

Administrators who are given involuntary transfers shall be compensated either at the rate of the present position or the new position, whichever is higher.

### Reduction in Force

- A. The Association recognizes the Board's right to reduce the number of administrative personnel.
- B. An administrator shall retain his/her teacher tenure status as defined in the Michigan Tenure Act. No administrator shall by virtue of this agreement be deemed to have continuing tenure as an administrator.

## Article VIII

### Leaves of Absence

- A. Leave of absence with pay chargeable against the administrator's allowance shall be granted for the following reasons:



1. A maximum of five (5) days per school year for a critical illness in the immediate family. Critical shall be defined as requiring medical attention immediately.
  2. One day emergency illness in the family requiring an administrator to make arrangements for necessary medical or nursing care.
  3. Up to three (3) days for each occurrence for attendance at the funeral of persons whose relationship to the administrator warrants such attendance. This shall apply to both family and friends.
  4. Hardship cases will be reviewed by the emergency committee composed of two delegates of the Board of Education and two delegates from the Association.
- B. Leaves of absence with pay not chargeable against the administrator's allowance shall be granted for the following reasons:
1. A maximum of five (5) days if necessary for each death in the immediate family for the purposes of attending a funeral and any other matters related to the death. Days used must be consecutive and must include the day of the funeral service. Immediate family is defined as mother, father, step-parents, spouse, brother, sister, children (including miscarriage), grandchildren, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents. In addition, three (3) days for each death of an aunt, uncle, grandparent-in-law.
  2. An administrator called for jury duty shall be compensated his/her regular administrative salary. However, jury duty money received by the administrator shall be turned over to the Board of Education. A continuation of the administrator's pay for jury duty shall be limited to sixty (60) days in any one (1) school year.
  3. Court appearances as a witness in any court case connected with the administrator's employment, except when such case is filed by an individual administrator or the Association or union related activities.
  4. Time for professional conferences may be allowed if approved by the Superintendent. The administrator planning to use a professional conference day shall notify the Superintendent at least one week in advance of his/her absence. Professional conference days shall be used for the purpose of (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars conducted by colleges, universities, and the Administrative Association and/or affiliate departments thereof. Reimbursement of expenses shall be paid to the administrator when receipts are presented to the business office.
  5. Time necessary to take the Selective Service physical examination.
  6. At the beginning of every school year each administrator shall be credited with five (5) days to be used for the administrator's personal business. A personal business day may be used for any purpose at the discretion of the administrator. An administrator planning to use a personal leave day or days shall notify the Superintendent at least five (5) days in advance when possible. Personal leave shall

not be taken immediately prior to any holiday or immediately following any holiday without the approval of the superintendent. Personal leave days shall not be used consecutively without the approval of the superintendent. If unused, the personal days will be converted to the sick day(s) at the end of the current school year.

- C. Leaves of absence without pay may be granted to administrators who have three (3) consecutive years as an administrator with the Mt. Morris School system. No more than one administrator in any one year will be granted leaves of absence without pay. Administrators must carry fifteen credits or the full time equivalent as defined by an accredited university per quarter or equivalent.
1. Study related to the administrator's licensed field. Limit one year.
  2. Study to meet eligibility requirements for a license other than that held by the administrator in the field of regular or special education. Limit one year.
  3. Study, research or special teaching assignment involving probable advantages to the school system. However, a joint committee of the Board of Education and Association representatives may decide whether the study, etc. is of great value whereby some portion of the leave may be paid by the Board, upon the agreement of its implementation, when finished, in the Mt. Morris School. The regular salary increment occurring during such period shall be allowed. Limit one year.
- D. A military leave of absence shall be granted to any administrator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave an administrator shall be placed at the same position on salary schedule as he/she would have been had he/she been employed in the district during such period.
- E. A leave of absence of up to two (2) years may be granted to any administrator upon application for the purpose of serving as an officer of the Association or on its staff on a state or national level.
- F. A maternity leave of up to twelve months shall be granted to any administrator who becomes pregnant. Pregnancy related illness or disability shall be treated as any other illness or disability. The administrator may use sick leave for those work days on which she is unable to perform her job.
- G. A child care leave of up to one year shall be granted to any administrator who adopts a child if such leave is necessary to complete the adoption requirements.
- H. The Board agrees that an administrator returning from leave during the school year in which he/she left shall be returned to the same position he/she had prior to the leave. An administrator returning from the leave in a subsequent school year shall be placed in the same or similar position. Any person on leave must notify the Board by registered mail of his/her intent to return for the next school year by March 15 of the school year in which he/she is on leave or he/she may forfeit all recall rights. An administrator who makes a false application shall forfeit all rights to re-employment.

## Article IX

### Local, State, National Association Representation

- A. The Board agrees to pay local, state and national professional association dues for the administrators. Forms will be furnished by the administrator.
1. Genesee County Elementary and Middle School Principals Association or Genesee County Secondary School Principals Association.
  2. Michigan Elementary and Middle School Principals Association or Michigan Association of Secondary School Principals.
  3. National Association of Elementary School Principals or National Association of Secondary School Principals.
- B. Administrators may be allowed to represent the School District at local and state and national association meetings with expenses reimbursed within budgetary limits as per Article V.

## Article X

### Evaluation of Teachers

A written evaluation of all teachers will be completed annually in accordance with law. District procedures and timelines will also be adhered to when completing teacher evaluations.

## Article XI

### Grievance Procedure and Arbitration

- A. The parties hereby agree to and adopt the following method and process for resolving all matters of dispute, problems, or differences that may arise during the term and based on the application or interpretation of the express written terms of this agreement, except as otherwise provided below and elsewhere.

It is agreed that Article XI shall not be applicable to or be utilized to question, protest, or influence any of the following:

1. Any Board decision or action based on Article III of this Agreement;
2. The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described elsewhere in this Agreement;
3. Where the Board is without authority to take the action sought or legally it cannot act;

4. If an appeal can be made under the terms of the Michigan Act 4, 1973, (Extra Session);
5. The termination or failure to re-employ any probationary employee.

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

B. Step One

An employee or one (1) member of a group of employees may file a grievance with the appropriate Board representative within the ten (10) days immediately following the event or condition which gives rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the five (5) days immediately following submission of the grievance. During this meeting all the known facts and the Agreement's written term(s) claimed to have been violated will be stated. The disposition of the grievance will be issued within the five (5) days immediately following the Step One meeting.

If the Step One grievance is submitted in writing, it will contain the aggrieved employee's signature, all the related facts, and the agreements written term(s) claimed to have been violated. The disposition to a Step One written grievance will be entered on the same grievance form and be signed by the Board representative rendering it.

The aggrieved employee and his/her Association representative and two (2) Board representatives may be present at the Step One meeting.

Step Two

If the grievance is not settled at Step One, it shall be submitted in writing to the Superintendent at Step Two, on the form provided above in Step One, within the five (5) days immediately following the rendering of the Step One disposition. A meeting shall be held within the five (5) days immediately following submission of the grievance. The Step Two disposition of the grievance will be issued in writing within the five (5) days immediately following the Step Two meeting. A designee, other than the Board representative rendering the disposition in Step One, may function for the Superintendent in the event of his/her unavailability.

The aggrieved employee and an Association representative may be present at the Step Two meeting unless otherwise mutually agreed.

After this, the Association may submit, in writing, its position on the grievance to the Board of Education for its review.

## Article XII

### Protection of Administrators

- A. If any administrator is complained against or sued as a consequence of his/her having acted in a legal fashion on behalf of and at the direction of the district, the district shall render assistance, including legal direction, to the administrator in connection with the handling of such incidence arising out of the performance of his/her assigned school duties when the performance is within the limits of the district policy or rules. It shall be the responsibility of the administrator to bring any such complaints to the attention of the district in writing within twenty-four hours upon notification of the complaint or suit.
- B. In the event any criminal action is instituted against a member of the Association for any act or omission in the performance of his/her duties and such proceedings be dismissed or result in final disposition in favor of such member of the Association, the Board shall reimburse that person for reasonable counsel fees and expenses of the trial. (Not to exceed \$500.)
- C. The District shall render legal counsel fees in the amount of fifteen hundred dollars (\$1500) after the administrator has exhausted the maximum legal fee benefits of his/her professional association.

## Article XIII

- A. In order to insure a smooth operation of the school district it is understood that individual Administrators who are not on probation shall receive two year continuing contracts.
- B. An administrator will not suffer loss of sick days or compensation resulting from a disability received in the performance of his/her job or participation in or attendance at any school related activity or school sponsored activity, unless the disability shall be permanent rendering the administrator unable to return to work. The Board reserves the right to select the physician and medical facility to determine the extent of the individual disability. Any combination of L.T.D., retirement, social security, workman's compensation cannot exceed 66 2/3% of the administrator's regular pay. The cost of living provision of the Social Security Act is an exception to this rule.

## APPENDIX A

- A. The following is a list of those administrative positions covered by this agreement. The mere listing of the following positions does not imply that all positions must be filled or that positions cannot be eliminated in accordance with contractual or legal procedures.

Senior High Principal  
Senior High Assistant Principal  
Middle School Principal  
Middle School Assistant Principal  
Elementary Principal  
Athletic Director

- B. The Board will negotiate the placement of new positions in the bargaining unit and compensation as per Appendix B.

## APPENDIX B

A Board paid annuity will be paid annually as designated below:

High School Principal	\$2,300
Middle School Principal	\$1,900
All Other Principals	\$1,700

### WORK DAYS

Elementary Principal	218 days	43 weeks
Middle School Principal	223 days	44 weeks
High School Principal	228 days	45 weeks
Assistant Principal	218 days	43 weeks
Athletic Director	218 days	45 weeks

Work days must include all scheduled student school days as well as teacher work days.

## **Salary Schedule:**

### **High School Principal**

	<b>2013-14</b>	<b>2014-15</b>
Step #1	\$92,376	\$92,376
Step #2	\$93,300	\$93,300
Step #3	\$94,233	\$94,233
Step #4	\$100,117	\$100,117

### **Middle School Principal**

	<b>2013-14</b>	<b>2014-15</b>
Step #1	\$90,322	\$90,322
Step #2	\$91,227	\$91,227
Step #3	\$92,139	\$92,139
Step #4	\$98,909	\$98,909

### **Elementary Principal**

	<b>2013-14</b>	<b>2014-15</b>
Step #1	\$88,271	\$88,271
Step #2	\$89,154	\$89,154
Step #3	\$90,045	\$90,045
Step #4	\$94,996	\$94,996

### **High School Assistant Principal**

	<b>2013-14</b>	<b>2014-15</b>
Step #1	\$88,443	\$88,443
Step #2	\$89,329	\$89,329
Step #3	\$90,219	\$90,219
Step #4	\$95,136	\$95,136

### **Middle School Assistant Principal**

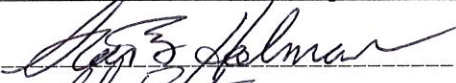

	<b>2013-14</b>	<b>2014-15</b>
Step #1	\$88,443	\$88,443
Step #2	\$89,329	\$89,329
Step #3	\$90,219	\$90,219
Step #4	\$93,488	\$93,488

APPENDIX C



- A. Once an administrator retires under this plan, his/her right to benefits hereunder becomes vested and may not be terminated or changed without the administrator's consent.

This agreement shall be effective as of July 1, 2015, and shall continue in effect for two (2) years until the 30th day of June 2017.

Administrators' Association Representatives

  
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Board of Education

  
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Date 9/2/15