

**MONTROSE COMMUNITY
SCHOOLS**

**Administrator's
Contract**

2007 – 2010

AGREEMENT

This Agreement entered into the ___ day of _____, by and between the Board of Education of the Montrose Community School District, Genesee and Saginaw Counties, Montrose, Michigan hereinafter called the Employer, and the Montrose Association of School Administrators, hereinafter called the "Association".

ARTICLE 1 - PURPOSE

- A. It is the general purpose of this agreement to promote the mutual interests of the Board and its employees to provide for the operation of the Services provided by the Board under methods which will further, to the fullest extent possible the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to school operation. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.
- B. The parties recognize that the interest of the employer and the job security of the employee depend upon the employer's success in maintaining proper service for the children of the school district.

ARTICLE 2 - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for Administrative personnel in the following positions: High School Principal; High School Assistant Principal/Athletic Director; Middle School Principal; Middle School Assistant Principal/Choice School; Elementary Principal; Director of Technology; Transportation and Food Service Director excluding Superintendent, Financial director and all other employees.
- B. The term "Administrator or employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit.
- C. The term "Employer" when used hereinafter in the Agreement shall refer to all employees acting as agents or representatives of the Board.
- D. The term "Association" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit. The Montrose Association of School Administrators or it agents or representatives.

ARTICLE 3 – INDIVIDUAL CONTRACTS

- A. All employees covered by this agreement shall be covered by an individual contract of two (2) year duration. Such contract shall not be inconsistent nor conflict with the terms of this agreement. Individual contracts shall be incorporated herein by reference.
- B. Any individual contract between the Board and anyone covered by this agreement shall be made subject to and consistent with the terms of this or subsequent agreements to be executed. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration, shall be controlling, and shall become part of the established personnel policies of the Board affecting administrators.
- C. Consistent with previous practice, individual contracts will be reviewed annually prior to June 30th. Provided the employee is not notified to the contrary sixty (60) days prior to July 1st the contract will be extended for a one (1) year period. (Annual review involves reemployment only, no economic issues)

ARTICLE 4 - PROBATIONARY PERIOD

- A. A new administrator hired into a position covered by this agreement shall be considered as probationary for the first year of employment. A probationary employee may be terminated by the employer at any time during the probationary period.
- B. The probationary administrator will be evaluated on a regular basis to provide a positive environment within which the employee has the greatest opportunity to succeed. Formal evaluations shall occur at sixty (60), ninety (90), and one hundred twenty (120) workdays into employment.

ARTICLE 5 - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution for the State of Michigan and the United States, to manage and direct the Montrose Community Schools provided that such rights and responsibilities shall be exercised by the Board in the conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.
- B. The exercise of the legislative powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be

with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- C. The parties agree the Employer has the right to establish rules for the direction of, and the efficient operation of the, the work force. These rules shall not be contrary to the specific terms of the Master Agreement.

ARTICLE 6 - VACANCIES

- A. If a new job or vacancy occurs in a classification covered by this Agreement and the Board determines to fill such opening, the open job will be posted for a period of ten (10) working days. Employees may submit their request for such job to the personnel office in writing within the posting period. Any such job opening may be filled temporarily by the Board until there has been a permanent award of the job to an employee. The Board will announce the successful job bidder, if any, within ten (10) working days after the close of the bidding period.

ARTICLE 7 - COMPLAINT

In order to encourage a harmonious and expeditious resolution of complaints at the lowest appropriate level, the Employer agrees that in the case of a complaint regarding an employee within bargaining unit, or a program, or an employee he/she supervises, that the complaint shall first be discussed fully and confidentially with the Bargaining Unit member involved before any action can be taken.

If satisfactory resolution is not achieved at the building or department level, an appeal of the building or department administrator's decision may be lodged with the Superintendent. Consultation with the involved employee will always follow such a request for reconsideration of a decision before further action is taken.

ARTICLE 8 - DISCIPLINE

- A. No action shall be taken upon any complaint directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned.
- B. No employee shall be disciplined without just cause. Whether a particular act is disciplinary in nature is subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the employee and the Association.

- C. The Board agrees the normal process of progressive discipline will be followed provided however discipline may commence at any step of the process based on the severity of the offense.

ARTICLE 9 - GRIEVANCE PROCEDURE

- A. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

B. Procedure:

Step 1 Superintendent

Any Association member with a grievance shall meet with the Superintendent within five (5) workdays of the occurrence or event, which caused the grievance in an attempt to solve the matter. The Superintendent shall provide a final answer and/or proposed resolution with five (5) work days of the discussion. If the matter is not resolved, the Administrator, provided MASA approval is granted, may appeal the grievance by reducing it to writing and filing it with the Board of Education within five (5) work days of the above meeting. The MASA, on its own behalf, may file a grievance within five (5) workdays of the occurrence. The group may appeal to the Board of Education within five (5) workdays of the above meeting if the matter is not resolved.

Step 2 Mediation

If the matter remains unresolved after the completion of Step 1 above the grievance may be submitted to mediation through a mediator provided by the Michigan Employment Relations Commission. In order to initiate mediation the Association ? written notification to the Superintendent within ten (10) work days after the last time limit in Step 1. The parties shall mutually schedule mediation thereafter. Within five (5) days after the last mediation the Employer shall provide a written answer and/or proposed resolution. Attendance at the mediation shall be limited to no more than four (4) persons per party. At the request of the Employer the grievant shall be one (1) of the four (4) Association representatives, and at the request of the Association the Board President or designee shall be one (1) of the Employer's representatives.

Step 3 Arbitration

If neither party is not satisfied with the disposition of the grievance at Step 2 or if the Step 2 time limits expire without action, then the grievance may be submitted to final and binding arbitration by the Association under the rules of the American Arbitration Association which shall act as administrator of the proceedings. The moving party shall first attempt to mutually agree on an arbitrator. Failing that within fifteen (15) days of the last time limit in Step 2 shall file with the Regional office of the American

Arbitration Association a Voluntary Labor Arbitration form. Thereafter all procedures and rules of the American Arbitration association shall be controlling.

C. Miscellaneous

- (a) The parties understand and agree that in making this agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitration forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters, which are not excluded from arbitration.
- (b) Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no strike pledge in this Agreement.
- (c) Excluded from arbitration at the election of the Employer but in no manner waived in any other forum, are any monetary claims by the Employer against the Association, its officers, or members for breach of the no strike pledge in this Agreement.
- (d) Excluded from arbitration is any matter otherwise subject to arbitration but over which the Association strikes contrary to its no strike pledge in this Agreement.
- (e) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, or to substitute his/her judgment for that of the parties.
- (f) The arbitrator shall have no power to establish wage scales rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.
- (g) The arbitrator shall have no power to provide Agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.
- (h) In the event a case is appealed to an arbitrator and he/she finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- (i) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses, which are called by them.
- (j) It shall be the obligation of the arbitrator to the Employer and to the Association to make his/her best effort to rule on cases heard by him/her

within thirty (30) calendar days after the hearing.

- (k) Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within fourteen (14) days of the hearing.
- (l) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer. The Association will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor employer from a decision of the arbitrator.
- (m) The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.
- (n) An employee may, as provided by current Michigan law, choose to represent them self in the grievance procedure, provided, however the Association shall have the right to have a non participating representative present and any meeting and/or discussion about pertaining to the grievance. Arbitration, as provided in this agreement is only available to and through the Association.
- (o) Extensions of the time limits set forth herein may be granted by mutual agreement. Extensions shall be writing and signed by a representative or each party.

ARTICLE 10 – PAID LEAVE PAY

- A. Each year every Administrator will receive twelve (12) sick leave days to use for personal illness or disability. Employees ill or disabled at the start of the year will be credited with sick days upon commencement of duties and paid retroactively for days from the start of the school year. Each Administrator will be entitled to an unlimited accumulation of their unused leave days each year.
- B. Administrators who are absent because of an injury compensable under the Worker's Compensation Law shall not be charged with a subtraction from sick leave. The insurance company will pay the Administrator for loss of time according to their schedule.
- C. Each Administrator shall be allowed three (3) days, not deducted from sick leave, to be used for personal leave days. A personal day must be requested in advance and approved by the Superintendent or designee

ARTICLE 11 - INSURANCE

The Board shall provide insurance to all Administrators and their eligible dependants full health coverage through Health Plus for the 3 years of contract. All deductible are to be reimbursed by the District monthly. In the 3rd year the actual amount of the insurance becomes the new cap.

Health Insurance

Health Plus with Family Continuation Rider FM Health Insurance

Long Term Disability	66 2/3% of Salary – 90 calendar day modified fill
Vision	VSP 3
Delta Dental	80/80/80 \$1,800
Life Insurance	\$75,000 (\$150,000 AD & D)

The parties have further agreed the health care provision shall be subject to negotiations at any time by mutual agreement.

ARTICLE 12 - NEW JOBS

The employer retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades hereafter provided, however, the classifications and the pay grades hereafter, set forth in the Wage Schedule, and new or changed classifications which may be placed in the bargaining unit and Wage Schedule, shall remain in effect after the employer has put said changes into effect. The employer agrees to notify the Union within thirty (30) days after placing said change into effect and further agrees to meet and discuss said changes with the Union upon request.

ARTICLE 13 - PROFESSIONAL IMPROVEMENT

- A. Conferences, workshops, conventions, and visitation day offer valuable in-service opportunities to employees; therefore, employees within the limitation of budget appropriations shall be allowed to do the same.
 - 1. Employees must requests to attend conferences, workshops, conventions and other in-service opportunities. Requests are to be submitted to the Superintendent of Schools for approval.

2. With the approval of the Superintendent of Schools, employees may attend educational conferences of their choosing, supported by the conference account and within budget limitations.
 3. All reasonable expenses incurred directly related to attending the conference; will be reimbursed by the Board.
- B. The Board shall pay tuition for an administrator who attends an in-service class, workshop, seminar or training session, in which the Board has suggested such attendance.
- C. Administrative certification where mandated by State Law, and issued by the State, shall be the responsibility of the individual member.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- A. The Board shall make the same payroll deductions available to administrators that are made available to other employees.
- B. Administrators shall be covered under the District's Comprehensive Liability Policy.
- C. The Board shall pay professional organization duties for membership in the State and National organizations for each Association Member.
- D. Members of the Association shall not acquire tenure in any position covered by this contract to which they may be assigned.
- E. The Board will provide \$2000.00 per year stipend to each Administrator. The funds may be used to assist the Administrator with expenses related to but not limited to long-term disability, short-term disability, life insurance, state or national conferences, annuities, tuition, or other cost associated with position.
- F. The Administrator will be provided after 10 years of service, a severance benefit equal to the Master Teacher Agreement rate for each unused sick day.
- G. Administrators will be reimbursed thirty dollars (\$30) per month for the use of their personal cell phones.
- H. Administrators will be reimbursed for the business use of their personal vehicles at the then existing IRS mileage rate.

ARTICLE 15 - RESIGNATION

All employees shall provide written notice of their effective date of resignation fourteen (14) days prior to the termination of employment. Resignations shall be submitted to their immediate supervisor.

ARTICLE 16 - WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 17 - NO STRIKE OR LOCKOUT

- A. The Board will not lock out employees during the term of this Agreement.
- B. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down in any department of the School District, or any curtailment of work, or restriction of production or interference with the operations of the Board or any picketing or patrolling which results in bargaining unit employees or other employees of the employer in curtailing their work or production or prohibiting or preventing a supplier from having ingress or egress from the employer's property. In the event of a work stoppage, other curtailments of productions, picketing or patrolling, the Board shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- C. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered here-under during the term of this Agreement, the Union by its officers, agents and stewards shall immediately declare such work stoppage, picketing, patrolling which results in bargaining unit employees or other employees of the employer in curtailing their work or production or prohibiting or preventing a supplier from having ingress or egress from the employer's property to

be illegal and unauthorized in writing to stop the said conduct and resume full production. Copies of such written notice shall be served upon the Board. The Union agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participated in or gives leadership to any activity herein prohibited.

ARTICLE 18 - SAVINGS AND SEPARABILITY

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement, and the parties may enter into collective bargaining.

ARTICLE 19 - COURT OR ADMINISTRATIVE COMPLIANCE

Should a court or administrative tribunal of competent jurisdiction order, or request through its settlement procedures, that the Board take certain affirmative action to achieve compliance with the orders of, or settlements with, such appropriate tribunal, the Board shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and with out resort to the grievance procedure by the Union or any bargaining unit member.

ARTICLE 20 - DURATION -- AUTOMATIC RENEWAL

This agreement shall be effective on and after July 1, 2007 on wages, hours and working conditions and shall continue in full force and effect through the 30th day of June 2010.

The contract shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other, not less than sixty (60) nor more than ninety (90) days prior to any expiration date, that a party desires to re-negotiate this agreement, provided, however, this contract shall reopen for the purpose of negotiating the salary and health care provision sixty (60) days prior to June 30th, 2009.

If written notice to re-negotiate is served by either party, the contract will remain in full force and effect during the negotiations until a new agreement is reached or one party notifies the other of ten (10) days advance notice to terminate the contract.

This agreement may be amended and/or renewed by mutual agreement.

APPENDIX A – SALARY

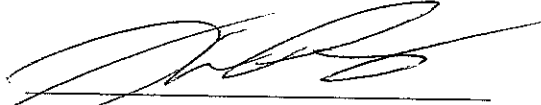
A. The salary of administrators shall be as stated in the individual contract. Following the annual review of individual contracts per Article 3 - Individual Contracts, the salaries shall be adjusted per the following table. Administrators requested to work beyond their contractual days will be paid at their daily rate.


Year	2007-2008	2008-2009	2009-2010
Increase	1.5 %	1%	1%


WITNESS OUR HAND AND SEALS THIS 2-13-08

MONTROSE ASSOCIATION OF
SCHOOL ADMINISTRATORS
FOR THE ASSOCIATION

MONTROSE COMMUNITY SCHOOLS
FOR THE EMPLOYER







Mark R Klewchinas
Supt MCS