

# **MONTROSE ASSOCIATION OF SCHOOL ADMINISTRATORS**



**2015-2018**

## AGREEMENT

This Agreement entered into the 15<sup>th</sup> day of December 2015, by and between the Board of Education and the Montrose Community School District, Genesee and Saginaw Counties, Montrose, Michigan hereinafter called "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 Act 379. Public Acts of 1965, for Administrative Personnel in the following positions: High School Principal; Middle School Principal; Middle School-High School Assistant Principal/Athletic Director; Elementary Principal; Director of Food Service and Transportation. The positions of Superintendent and Executive Director of Finance, as well as all other employees are excluded from this Agreement.
- 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 Montrose Association of School Administrators, as well as its agents or representatives, in the bargaining of negotiating unit.

### **ARTICLE 3 – INDIVIDUAL CONTRACTS**

- A. All employees covered by this Agreement shall be covered by an individual contract of three (3) year duration (with the exception of the terms of Article 4 – Probationary Period). 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 a language inconsistent with this Agreement, this Agreement during its duration, shall be the 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 30 of each calendar year. Provided the employee is not notified to the contrary at least sixty (60) days prior to July 1 of each calendar year, the contract will be extended for a one (1) year period.

#### **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 with which the employee has the greatest opportunity to succeed. Formal evaluations shall occur at sixty (60), ninety (90), and one hundred twenty (120) work days into employment.

#### **ARTICLE 5 – RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on the 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 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 legislative powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulation and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance 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 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.

#### **ARTICLE 7 – COMPLAINT**

- A. 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 the 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.
- B. 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 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 and 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 matter 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 within five (5) work days of the discussion. If the matter is not resolved, the Administrator, provided, Association 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 Association, 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 unsolved after the completion of Step 1, the grievance may be submitted to mediation through a mediator provided by the Michigan Employment Relations Commission. In order to initiate mediation the Association must give 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) or the (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 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 and 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

- 1) 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 make the subject of discussion. The arbitration forum established is intended to resolve disputes between the parties only over the interpretation of application of the matters, which are not excluded from arbitration.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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 recommendations on the merits of the case.
- 9) 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.
- 10) 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 hear by him/her within thirty (30) calendar days after the hearing
- 11) 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.
- 12) There shall be no appeal from the 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.
- 13) The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.
- 14) 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.
- 15) Extensions of time limits set forth herein may be granted by mutual agreement. Extensions shall be in writing and signed by a representative of each party.

## **ARTICLE 10 – PAID LEAVE**

- A. Each year every Administrator will receive ten (10) sick leave days to use for personal illness and 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 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 six (6) 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. At the end of the academic year all unused personal leave days will be rolled into the Administrator’s sick leave days.

## **ARTICLE 11 – INSURANCE**

- A. The Association agrees to accept the same level, scope, and provider of medical insurance that is provided to the members of the Montrose Education Association. The provider of medical insurance shall be open to review and negotiation if mutually agreeable between parties.
- B. The parties have further agreed the health care provision shall be subject to negotiations at any time by mutual agreement.
- C. Employees who choose not to take medical insurance will receive \$500 per month in lieu of medical insurance, but shall continue to receive all other dental, vision, LTD, and life insurance benefits.

## **ARTICLE 12 – NEW JOBS**

- A. The Employer retains the right to eliminate, change, establish and evaluate classifications and establish 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 Association within thirty (30) days after placing said change into effect and further agrees to meet and discuss said changes with the Association 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 request to attend conferences, workshops, conventions and other in-service opportunities. Requests are to be submitted to the Superintendent for approval.
  - 2) With approval of the Superintendent, 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 – COMPENSATION**

Compensation for the members of the Association will be based upon a base salary for each recognized position and five step scale that is based upon a 2% (.002) increase over each previous step. Annual adjustments to the base and corresponding steps shall be calculated on the basis of the District’s general fund balance as determined by the official financial audit for the previous school year as follows:

Audited General Fund Balance	Compensation Formula
General Fund Balance less than 10%	Freeze in Salary and No Step Increase
General Fund Balance equal to 10%	Step Increase
General Fund Balance equal to or greater than 11%	0.75% (0.0075) increase to the base
General Fund Balance equal to or greater than 12%	An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015%) to the base

Inasmuch that the official financial audit for the 2014-2015 school year reflects a general fund balance of 13.73%, the compensation formula stated above has been applied to the salary schedule for the 2015-2016 as follows with all members moving to **step 2**.

Position	*Work Days	Base (Step 1)	Step 2	Step 3	Step 4	Step 5
Elementary Principal	210	\$84,245.00	\$85,929.90	\$87,648.50	\$89,401.47	\$91,189.50
Middle School Principal	210	\$86,275.00	\$88,000.50	\$89,760.51	\$91,555.72	\$93,386.83
High School Principal	220	\$89,320.00	\$91,106.40	\$92,928.53	\$94,787.10	\$96,682.84
Athletic Director/MS-HS Assistant Principal	210	\$78,155.00	\$79,718.10	\$81,312.46	\$82,938.71	\$84,597.49
Director of Food Service & Transportation	210	\$65,975.00	\$67,294.50	\$68,640.39	\$70,013.20	\$71,413.46
<i>*The work days associated with each position shall be coordinated and approved annually by the Superintendent.</i>						

In addition, it is recognized that some members of the Association may have multiple levels of professional responsibility, as well as advanced degrees. Members tasked with the responsibility of the additional assignments and/or holding of the advanced degrees recognized below will receive the corresponding stipend in addition to their primary salary calculation.

Additional Assignments	Stipend
K-5 Curriculum/Title I	\$5,500.00
6-12 Curriculum	\$4,500.00
Alternative Education Principal	\$5,500.00
Degree Attainment	
Degree Attainment	Stipend
Education Specialist	\$1,500.00
Ed.D. or Ph.D.	\$2,500.00

**ARTICLE 15 – 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 dues for membership in professional organizations for each Association member within the limitations of the budget.
- 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 \$2,000.00 per year to each Association member. The funds may be used for, but not limited to, the purchase of long-term disability, short-term disability, life insurance, state or national conferences, annuities, tuition, fees or other cost associated with schooling from an accredited institution or taken as a cash option from which applicable withholdings will be made. Association members must complete and submit the Administrative Miscellaneous Compensation Selection Form (see appendix A) annually to receive this compensation.
- F. The Administrator will be compensated for any unused sick days upon separation from the district on the following schedule:

Years of Service in the District	Compensation per Day
10 to 14 years	\$50.00
15 to 19 years	\$100.00
20 to 24 years	\$150.00
25 years or more	\$200.00

- G. Administrators will be reimbursed at the rate of \$45.00 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 existing IRS mileage rate.

**ARTICLE 16 – RESIGNATION**

- A. 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 17 – WAIVER**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the 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.
- B. Therefore, the Employer and the Association, 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 18 – 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 Association cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-down, stay in or slow-down in any department of the District, or any curtailment or 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, or 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 Association or the employees covered here-under during the term of this Agreement, the Association and its officers, agents and stewards shall immediately declare such work stoppage, 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 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 Association 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 Association 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 19 – SAVINGS AND SEPARABILITY**










- A. 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 20 – COURT OR ADMINISTRATIVE COMPLIANCE**

- A. 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 order of, or settlements with, such appropriate tribunal, the provisions of this Agreement, and with out resort to the grievance procedure by the Association or any bargaining unit member.

**ARTICLE 21 – DURATION – AUTOMATIC RENEWAL**

- A. This Agreement shall be effective on and after December 15, 2015 on wages, hours and working conditions and shall continue in full force and effect through June 30, 2018. Parties will indicate their desire to re-negotiate this Agreement no later than sixty (60) days prior to the Agreement's expiration date.
- B. If written notice to re-negotiate is served by either party, to contract will remain in full force and effect during the negotiations until a new agreement is reached or one party notifies the other ten (10) days advance notice to terminate the contract.

MONTROSE ADMINISTRATIVE ASSOCIATION	MONTROSE COMMUNITY SCHOOLS GENESEE & SAGINAW COUNTIES, MI by the MONTROSE BOARD OF EDUCATION
	Coetta Adams
	Chris Zylstra
	
	
	Ken Bandy
	
	

## Administrative Miscellaneous Compensation Selection Form (Appendix A)

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Provisions of Article 15, Section E of the Montrose Administrative Contract, state:

The Board will provide \$2,000.00 per year to each Administrator. The funds may be used for, but not limited to, the purchase of long-term disability, short-term disability, life insurance, state or national conferences, annuities, tuition, fees or other costs associated with schooling from an accredited institution or taken as a cash option from which appropriate holdings will be made.

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To insure the proper processing of this compensation, the following definitions and regulations must be considered and declared by the employee:

### Employee Business Expense Reimbursements

**Accountable Plan:** To be an accountable plan, reimbursement or allowance arrangements must require employees to meet all three of the following rules:

1. Employees must have paid or incurred deductible expenses while performing services as an employee. The reimbursement or advance must be paid for the expense and must not be an amount that would have otherwise been paid by the employee.
2. Employees must substantiate these expenses to the employer within a reasonable period of time.
3. Employees must return any amounts in excess of substantiated expenses within a reasonable period of time.

**Notes:**

- Amounts paid under an accountable plan are not wages and are not subject to the withholding and payment of income, social security, Medicare, and FUTA taxes
- Reasonable time is generally 60 days to account for expenses and 120 days to return any amount in excess of expenses

**Nonaccountable Plan:** Payments to employees for travel and other necessary expenses of employment under a nonaccountable plan are wages and are treated as supplemental wages and subject to the withholding and payment of income, social security, Medicare, and FUTA taxes. Payments are treated as paid under a nonaccountable plan if:

1. The employee is not required to or does not substantiate timely those expenses to the employer with receipts or other documentation.
  2. Payment is advanced to the employee for business expenses and the employee is not required to or does not return timely any amount they do not use for business expenses.
  3. Payment is made to the employee regardless of whether or not the employer anticipates the employee to have business expenses related to their employment.
  4. The employer pays an amount as a reimbursement that would have otherwise paid as wages.
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On the reverse side of this form, administrators are asked to designate the manner in which they would like to receive their \$2,000 compensation. **Documentation of expenses should be attached if this amount should be processed as an accountable plan in order to avoid withholdings.**

For the 2014-2015 school year, I elect to receive the \$2,000.00 miscellaneous compensation in the following form:

**Accountable plan options (documentation of expenses must be provided):**

- State or National Conferences
- Tuition, Fees, or Other Educational Expenditures

**Nonaccountable plan options (compensation will be subject to withholdings):**

- Long-Term/Short-Term Disability
- Life Insurance
- Annuity
  
- Cash Option

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Completed form and related documentation should be returned to the Superintendent's office.**