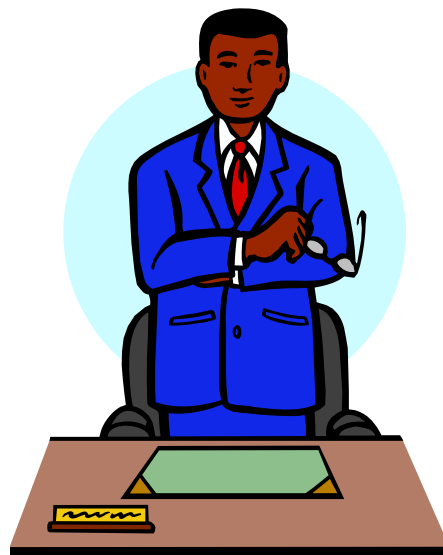


**Master Agreement
Between
Monroe Public Schools Board of Education
and
Monroe Federation of School Administrators;
Local 59**



July 1, 2011 to June 30, 2013

Monroe Public Schools

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PREFACE
**MASTER AGREEMENT BETWEEN THE MONROE PUBLIC SCHOOLS AND THE MONROE
FEDERATION OF SCHOOL ADMINISTRATORS LOCAL 59 AFL-CIO**

This agreement is made between the Board of Education (hereinafter called "Board") and the Monroe Federation of School Administrators (hereinafter referred to as the "MFSA"). Any individual contract between the Board and an administrator covered by this Agreement shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement shall be controlling.

A. Conformity to Law Clause

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, MFSA and members of the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

ARTICLE I - RECOGNITION

- A. The Board recognizes MFSA as the exclusive collective bargaining representative of all administrative personnel (persons whose positions are minimally 40% supervisory in nature with all personnel of the district - certified or classified) for the purpose of bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of work, except for the Superintendent, Assistant Superintendents, Executive Directors, Director of State and Federal Programs, Director of Business & Finance, Director of Operations and Director of Technology.
- B. With respect to this bargaining unit, the Board agrees not to negotiate with any administrator or administrators' organization other than MFSA.

ARTICLE II
ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Fair Practices: The Board agrees to continue its policy of not discriminating against any administrator on the basis of race, religion, creed, color, national origin, age, marital status, sex, disability, or labor organization membership.
- B. Handling of Complaints against Administrators: When complaints or charges are made against an administrator, the administrator shall be promptly notified and if the complaint is in writing, the administrator shall be given a copy of the complaint. The Administrator shall be given reasonable time to respond verbally or in writing. At any time that a complaint may lead to discipline the union member may invoke their Weingarten rights immediately.
- C. Right to Representation: In the event a Complaint and Summons is lodged against an administrator who is named defendant for actions taken by the administrator in the administrator's representative capacity in keeping with official responsibilities, job description, and with the policies of the Board as an administrator for the Board, the Board shall, upon request, provide legal assistance and/or representation if necessary, through its legal office or other designated counsel; provided that a copy of the Complaint and Summons is transmitted to the Superintendent's office immediately upon the service of the defendant administrator. A letter from the MFSA President requesting a legal assistance will be necessary if assistance is derived by a recommendation of Board Counsel. Nothing herein prevents the Board from providing legal counsel without a request from the administrative unit President in the event it deems it appropriate.
- D. Administrator's Personnel File:
1. An Administrator will have the right to review the contents of his/her personnel file originating after original employment and to have a representative of the MFSA accompany him/her in such review.
 2. No material originating after original employment will be placed in the administrator's personnel file unless the administrator has had an opportunity to review the material, sign and date same. The administrator may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If an administrator believes that material to be placed in the personnel file is in error, the administrator may receive adjustment provided cause is shown through the grievance procedure whereupon the material will be corrected or expunged. An administrator will receive written notification when any material has been expunged from his/her file. If the administrator is asked to sign material placed in the personnel file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. School Mail Service and Facilities:
1. Duly authorized representatives of the MFSA and their respective affiliates shall be permitted to transact official MFSA business on school property, provided that this shall not interfere with or interrupt normal school operations and provided further supervisor approval has been obtained.
 2. The MFSA shall have the right to use that building equipment designated for general staff use when such equipment is not otherwise in use. The MFSA shall pay for the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.
 3. The MFSA shall have the right to post official notices of its activities and matters of MFSA concern on office bulletin boards. The MFSA may use the direct mail service for communications to its members when such communications relate to official business of the MFSA and do not require inter-building transfer of funds. The MFSA may also use Electronic Mail, as long as such usage does not violate Board and administrative policies for use of these media.

F. Non Certified Discipline:

1. Administrators have a high standard of duty, responsibility, and performance. Also, they have an obligation to the full and proper performance and conduct of their duties and functions. In the event a non-certified administrator fails to maintain the necessary standard of such performance or conduct, the administrator may be subject to disciplinary action. No non-certified administrator shall be disciplined or deprived of any professional advantage for any arbitrary or capricious reason. Administrators may have union representation present during all such meetings and interviews. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. When a non-certified administrator is found to be in violation of this contract, discipline, when necessary, will be applied according to a progressive scale of severity. Discipline may be initiated at any place on the scale depending on the severity of the offense and the employee's previous record.
2. Step 1 - Verbal Warning: To protect the Board, the non-certified administrator, and the MFSA, signatures attesting to the fact that a verbal warning has been given will be exchanged on an appropriate form.
3. Step 2 - Written Reprimand
4. Step 3 - Temporary Suspension with Pay
5. Step 4 - Temporary Suspension with pay and a formal hearing by the Board at which time further actions will be decided upon. The non-certified administrator may have witnesses and counsel of the administrators choosing at this hearing.

G. Substituting - an administrator shall be required to perform the tasks of a subordinate (must be a different unit's member whose absence is routinely covered by the hiring or a substitute person to perform the duties of the position) only after attempts to obtain a substitute have failed. The days when an administrator is required to substitute shall not exceed a maximum of five (5) per school year. These may or may not be full school days, in that each day that any substitution was performed for two or more hours shall count as one day.

H. A professional appearance is expected for all administrators according to the following guidelines:

1. Care should be taken to dress in a manner which reflects well on the district, school and administrative position.
2. Administrators shall dress in a neat and clean manner befitting the supervisory and management role of the administrator.
3. On non-instructional work days the acceptable dress for administrators shall be business casual.

**ARTICLE II-B
ASSOCIATION RIGHTS - AGENCY SHOP**

Association Rights – Agency Shop

The employer and the union agree that the union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and the administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the union and pay dues required of members, or agree to pay a service fee in an amount determined by the union. Persons who fail or refuse to do either will be discharged. This section describes the process used to accomplish these goals.

1. It is recognized that the proper negotiations and administration of professional negotiations agreements entail expense which is appropriately shared by all administrators who are beneficiaries of such agreements. To this end, in the event an administrator shall not join MFSA, such administrator shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the costs of bargaining, administering the contract, and adjusting grievances, which sum shall be forwarded to the MFSA. Non-members who do not sign an authorization for deduction shall sign an intent to pay the service fee and shall follow the procedures set forth in Section A-2 above. In the event that such an authorization or intent to pay is not signed for a period of sixty (60) calendar days by the administrator following the payment deadline, the Board agrees that in order to effectuate the purpose of the Public Relations Act and this Agreement, the services of such administrator may be discontinued as of the end of the current school year. The MFSA will furnish the Board with a list of those who are neither members of the MFSA nor have signed a deduction authorization or an intent to pay dues or service fees. Such administrator or administrators shall be notified immediately, upon the expiration of the one hundred twenty (120) calendar day period heretofore mentioned of such pending termination of their services.
2. Promptly after approval of their hiring, the union will be notified of the name(s) of each person newly employed by the employer who will be assigned to a position in this bargaining unit. The union will present the notice attached as exhibit one to such person. The employee will have 14 calendar days to decide whether to become a union member or pay a service fee.
3. The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions. The form for deductions is attached as exhibit two. Dues or service fees will be withheld on the schedule set by the employer.
4. A union member or service fee payer may pay either dues or service fees directly to the union in such a manner, or on such a schedule as the union may approve.
5. A person who fails or refuses to either become a union member, approve deduction or a service fee, or pay a service fee (the non-payer) will be discharged in accordance with the aforementioned process.
6. Authorized deduction of membership dues or service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year. MFSA will present the Administration with the signed authorization forms each year on or before the Friday preceding the second day in September. The amount of the deductions will be the same for all members who authorize deductions and for all non-members who authorize deductions. The Board will not be responsible for incorrect deductions.
7. The Board shall also make all payroll deductions, upon written authorization, from administrators for credit union, United Way, annuities, or any other plans or programs approved by the Board.
8. The MFSA agrees to pay all attorney fees, court costs of judgments awarded that may arise when action is taken by said Board to implement paragraph 1 above, and do hereby covenant and agree to hold Monroe Public Schools and members of the Board of Monroe Public Schools harmless from any and all claims which may arise against Monroe Public Schools and said Board arising out of the implementation of this Agreement.

**ARTICLE III
BOARD RIGHTS**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board.
1. The executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees' working hours.
 2. Hire all employees and subject to the provisions of law and this agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion and to promote and transfer all such employees.
 3. Establish levels and courses of instruction including special programs and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. Recommendations of the building and/or district committee(s) and the Central Curriculum Committee shall be heard by the Board. All building and district committees shall follow the district procedure and complete appropriate forms for curriculum proposals.
 5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein and the institution of new and/or improved methods or changes therein.
 6. Adopt rules and regulations.
 7. Determine the number and locations or relocations of its facilities, including the establishment or relocations of new school buildings, departments, divisions or subdivisions thereof and the relocations or closing of offices, departments, divisions or subdivisions, buildings or other facilities thereof.
 8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
 9. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of the Superintendent under the laws or constitution of the State of Michigan, specifically the right and responsibilities as conferred under the School Code and Tenure Laws are preserved.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights, of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

**ARTICLE IV
LEAVES WITHOUT PAY**

A. Definitions

1. A leave is a Board approved absence without pay (except for sabbatical), granted to the administrative staff with provisions for certain rights and responsibilities before, during and following such absences.
2. Requests: In order for a leave request to be given consideration, it must be submitted to the Superintendent in writing at least sixty (60) days prior to its commencement, except in the case of an emergency, as determined by the Superintendent. Denial of the enumerated leaves as set forth are subject to grievance on the basis of an arbitrary or discriminatory reason of such denial only.
3. Expiration: A leave may be rescinded or terminated before the normal expiration date only by mutual agreement between the administrator on leave and the appropriate exempt administrator.
4. Return: An administrator will be eligible to return to his or her position after a leave of one (1) year or less, or to a comparable position (same classification rate) after a leave longer than one (1) year, if all agreements are completed as herein directed. However, if this leave has been extended beyond two (2) years, the administrator may be eligible to return when a position is available.

B. General Provisions

1. Upon return from a leave, during which the conditions of such leave, of one (1) year or less, have been fulfilled, an administrator shall receive, during the subsequent school year, the salary of the immediate next step above that he/she occupied in the last year of active service. The administrator shall receive any regular scheduled salary increases for that step as granted other administrators and shall also be subject to any fringe benefit adjustments which may have been effected.
2. An administrator returning from leave after a period of less than one (1) year shall be placed on the salary step which the administrator would have attained had the administrator not taken leave.
3. Request for extension of such leave of absence or notice of intention to return must be made in writing by November 1 (unless circumstances clearly preclude opportunity for such notice, as judged by the superintendent). And by March 1 prior to the end of the leave if it is the final semester of the leave.
4. Benefits which have been accumulated to the effective date of the leave of absence (these must be listed, enumerated, and countersigned by the appropriate exempt administrators and the administrator requesting the leave - before the leave is granted) shall be credited upon termination of the leave. Seniority salary credit and other accumulated benefits will not accrue for the time during the extended leave period.
5. Requests for leaves not specifically referred to in this Agreement will be forwarded to the Superintendent for consideration.

C. Professional Leave

1. Advance Study Leave

Any administrator with minimum of five (5) years of active service as an administrator in the Monroe School System may initiate a request for a leave of absence without pay for advanced study for a period not to exceed one year.

2. Sabbatical Leave

- a. Shall be interpreted as leave from active duty for the purpose of improving the Monroe Public Schools. Such leave shall be granted to any administrator after seven (7) consecutive years of active service in the Monroe district with no less than five (5) years of which must have been in administrative service and all provisions of this contract are met.
- b. May be granted for one year only.
- c. Leave granted for professional study, for work on publications, for travel, or for travel combined with study or for any other reasons, which, in the opinion of the Superintendent, will improve the Monroe Public Schools, shall be considered consistent with the purposes of sabbatical leave.
- d. Remuneration to administrators shall be at the rate of one-half (1/2) his/her current base salary (as determined by classification rate and increments) at the time the leave begins.
- e. In determining his recommendations on requests for sabbatical leaves, the Superintendent will consider the following:
 1. The extent of the applicant's study, growth, contribution, and successful service during the preceding seven (7) years.
 2. The extent to which plan submitted for use of time while on leave are definite and programmatically constructive.
 3. Length of period of service in the Monroe Public Schools.

D. Personal Leaves

1. Extended Illness Leave - Leave may be granted based on mental or physical illness of an administrator, or a disability due to an accident, or some other grave emergency. The date to return from this leave is to be determined by a competent physician (M.D./D.O.).
2. Care of Family Leave - Leave may be granted to an administrator to care for ill members of the immediate family for a period not to exceed thirty (30) working days. The immediate family shall be construed to include spouse, children or parents.
3. Child Care Leave
 - a. An administrator who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage, is eligible.
 - b. When granted, it shall be for thirty (30) calendar days.

E. Civic Leaves: Governmental Service or Professional Organization Leave

Upon approval of the Board, an administrator may be allowed to serve the term of office to which he is elected or appointed at any level of government or to a position with a recognized professional organization at the State or national level, provided such position is full-time. The administrator shall notify the Board upon being (s) elected for such office and in no case will the administrator take leave of his or her administrative duties unless at least thirty (30) working days will have been provided to locate a replacement.

ARTICLE V - ABSENCES - NONLEAVES

A. Personal Illness

1. All administrators shall earn one and one-half (1-1/2) days per month for illness and some emergencies. (+20 personnel will earn 15 days; +40 personnel will earn 16.5 days; and 12 month and +45 personnel will earn 18 days.)
2. All earned but unused sick leave days shall be allowed to accumulate to a maximum of 150 days for +20 personnel, 165 days for +40 personnel, and up to 180 days for twelve (12) month and +45 personnel. The yearly allowance shall be advanced in addition to the total accumulated days above on the first day of the fiscal year.
3. Each administrator shall be notified through each payroll stub as to his/her total number of sick days accumulated plus his/her advanced allowance for the current year.
4. Administrators who have accumulated 150 (+20 personnel); 165 (+40 personnel) or 180 (12 month and +45 personnel) days sick leave may elect payment of \$135.00 for each unused sick and/or business day at the end of each school year for those days in excess of 150/165/180. As an alternative to the annual payout for days in excess of 150/165/180 day, the administrator may elect to accumulate the excess days in a second sick bank with pay off at retirement, death, or termination at whatever the pay for unused sick leave is at the time of termination per day for all days that have been placed in the second sick bank.
5. At the beginning of each school year each +20 and +40 administrator will be credited with a \$700 bank; each 12 month and +45 administrator will be credited with an \$800 bank. For each sick day or deduct day used beyond 2 days; 50% of this bank will be deducted up to the maximum amount. This provision is in addition to payment for unused sick leave under subsection 4. Part time administrators will be prorated under this subsection. Administrators who do not finish the school year and administrators who are hired after December 1 of a school year will not be eligible in the first year under this subsection. Any funds allocated to this attendance incentive bank, but forfeited by members due to absences within the fiscal year, will be re-allocated to the Tuition Reimbursement Account for that fiscal year (see Article XIV Section I).

B. Emergencies: All administrators shall be allowed leave for emergencies. Emergencies under the above policy shall be construed to be:

1. Quarantine of administrator or administrator's living quarters.
2. Death in the immediate family (the immediate family shall be construed to include: spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law or significant others who resided in the household) not to exceed three (3) days/occurrence. The individual's sick leave may be used for up to three (3) additional days upon request.
3. To provide care for the administrator's immediate family (spouse, children, parents) when no other arrangements are possible, up to three (3) days per occurrence may be used and all days shall be deducted from the administrator's sick days.
4. Floods, tornadoes, or fire that involve the administrator's residence up to five (5) days per contract year.
5. Such days, designated as emergencies, shall not be deducted from the accumulated sick leave of the administrator, except #2 as written and #4 above in its entirety.

C. Religious Observance: All administrators shall be granted such days as may be required by their religion for holy observance and abstention from work.

- D. Holidays: Holidays recognized by the Board shall not be deducted from the administrator's sick leave accumulation.
- E. Jury Duty: Administrators shall be allowed to serve on juries during the regular school year when required to do so and there shall be no financial penalty attached to such service in any way, except that it be the understanding that the per diem rate earned in such capacity be return to the Board and that such administrators be paid their regular salary by the Board. An administrator should seek, wherever possible, to perform jury duty during non-contract time. Such days spent on jury duty shall not be deducted from the accumulated sick leave days.
- F. Subpoena: Any administrator who is subpoenaed to testify during school hours in any judicial or administrative matter or who is asked to testify in any arbitration or fact finding, shall be paid his/her salary for such time spent and the per diem rate paid to him/her for such appearance, if any, shall be signed over to the school district.
- G. Catastrophes: No administrator will suffer a loss of pay or deduction from leave days in the event a general catastrophe (such as extremely severe snowstorm) makes it impossible for him/her to report.
- H. Personal Business Days: At the beginning of every school year, each administrator shall be credited with two (2) days which may be used to conduct business that cannot be accomplished outside of the normal school day. The administrators must state the general purpose for the day in making a request. Personal business days may not be used as vacation periods, to extend vacation periods, to extend holidays for personal recreation. An administrator requesting a personal business day must request the day three (3) days in advance. Unused business days accrue to sick leave accumulation.

ARTICLE VI - GRIEVANCE PROCEDURE**A. Definition**

A grievance is a complaint by either a member of the bargaining unit or by the MFSA on its own behalf, alleging violation, misapplication, or misinterpretation of any provision of this Agreement or any cause of inequitable treatment in the application or enforcement of this Agreement. Every administrator has the right to fair and equitable treatment with due process and accordingly will not be acted against for any reason that is deemed arbitrary or capricious.

Step One:

Any administrator with a grievance shall meet with the immediate supervisor within ten (10) school days of the occurrence or event which caused the grievance in an attempt to resolve the matter. If the matter is not resolved, the administrator, provided MFSA approval is granted, may appeal the grievance by reducing it to writing and filing it with the Superintendent within ten (10) school days of the above meeting. The MFSA acting on its own behalf may file a grievance directly with the Superintendent within ten (10) school days of the occurrence of the grievance.

Step Two:

Within ten (10) school days of receipt of the written grievance, the Superintendent shall investigate the grievance, meet with the administrator or the MFSA, but shall communicate his decision, in writing, to the MFSA.

Step Three:

If the MFSA is not satisfied with the decision of the Superintendent, or if the Superintendent fails to abide by its decision, the MFSA may submit the grievance to arbitration before an impartial arbitrator selected by the parties. The MFSA shall notify the Board, in writing, within ten (10) school days following receipt of the Step 2 decision, of its intent to submit the grievance to arbitration. If the parties cannot agree as to the arbitrator within ten (10) school days of the MFSA notification, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The hearing before the arbitrator shall be governed by the rules of the American Arbitration Association. The arbitrator's decision shall be submitted in writing within thirty (30) days from the close of the hearing. Both parties agree to be bound by the award of arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction. The arbitrator's fee and expenses shall be shared equally by the Board and MFSA. It is clearly understood that the arbitrator's authority and power stem solely from this Agreement and the arbitrator shall be without jurisdiction to add to or subtract from the specific provisions set forth herein, nor shall the arbitrator be able to insert personal judgment or wisdom for that of the employer or employee. In the event of a hearing, each party shall be responsible for the pay, fees, and expenses of all witnesses or participants they either call or request to attend such hearing, providing they are not employees of the Board.

B. Powers of the Arbitrator.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change salary except in the case of wage miscalculation.
3. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
4. The arbitrator shall have no power to establish or change any insurance policy.
5. The arbitrator shall have no power to interpret state or federal law or rules or regulations having the force of the law.
6. It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Union and Management.
7. A grievance may be withdrawn at any step without prejudice.
8. In the course of investigation of any grievance, representatives of the Union will report to the supervisor of the building being visited and state the purpose of the visit immediately upon arrival.
9. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
10. The aggrieved person shall not be permitted to assert in any arbitration preceding any grounds or to rely on any evidence previously known by that party but not disclosed.
11. It is understood that the arbitrator may not make an award which in effect grants the Union that which it was unable to secure during past collective bargaining negotiations.
12. The termination of probationary administrators shall not be subject to arbitration.

C. Records: Records of grievance shall be kept separate from personnel files of the administrators.

D. Counsel: During all phases of the Grievance procedure, the administrator or MFSA is entitled to legal counsel without expense to the Board.

E. Reprisals: No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

F. Time Limits: Time limits specified in all steps of the grievance procedure shall be strictly adhered to and may be extended by written agreement only. If the Board representative fails to communicate a decision within the time limits, the MFSA may take the matter to the next step.

ARTICLE VII - NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing information and otherwise constructively considering and resolving any such matters. Agreements reached shall be reduced to writing and shall be countersigned by the MFSA President and Superintendent.
- B. At least sixty (60) days prior to the termination of this Agreement, upon written request of either party, negotiations will be undertaken.
- C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the MFSA, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- E. A reasonable time prior to expiration of the Agreement either party may give written notice to the other of its desire to negotiate a new agreement and meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit to unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the MFSA.
- F. The Board shall make available to the MFSA upon its request such statistics and financial information, related to the Monroe Public Schools and in the possession of the Board, but not readily available to the MFSA from other sources, as are necessary for negotiation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics not already available, but the MFSA shall have the right to examine such records and files as may be necessary to provide the necessary information provided that it shall be done on other than duty hours. However, whenever examination of records and files is required to compile information and statistics as requested by MFSA, such examination shall be accomplished by a work force consisting of an equal number of Board and MFSA representatives. Such examination shall be accomplished at a reasonable time upon reasonable notice and at a reasonable cost.

ARTICLE VIII
ASSIGNMENTS APPOINTMENT AND REDUCTION IN FORCE

- A. Pupil Assignments: Each building principal shall have the responsibility to make a determination regarding each pupil's assignment within the school building in conformance with the School Board Policy regarding placement and subject to the Superintendent's review. Any dispute arising over this section shall not be subject to the grievance procedure.
- B. Staff Assignment, except the placement of teachers: The MFSA stipulates that all positions shall be staffed by the most competent and qualified persons that can be procured for them.
1. Each administrator shall be informed concerning all personnel being considered for assignment to the school building or department.
 2. Each administrator shall be given the opportunity to make recommendations concerning such assignments.
 3. It shall be considered sufficient opportunity if prior notice is sent to the administrator's office or, during the summer, to a summer address informing the administrator as to when the person's assignment may be discussed.
 4. Each administrator shall have the right to make a recommendation regarding each staff member's assignment within the staff member's unit. In respect to their unit or other department employees, guidelines established by the appropriate division will be observed.
- C. Appointment to Administrative Positions
1. Each spring, not later than April 1, the Superintendent, through a communication from the Superintendent's office, will solicit any indication of preference for assignment that current administrators may care to submit for the year ahead. Such preference for assignment may express interest in lateral movement, promotion or demotion. It may indicate a general or particular interest. It may reflect a desire for a change of location, a change of work for either personal or professional reasons, or a career aspiration pattern. It is understood that any administrator by the administrator's initiative may indicate, in writing, such a preference for a change of assignment at any time.
 2. When an administrative position becomes newly created or a once filled position becomes available, the Superintendent may exercise the following options regarding the filling of the vacancy: Voluntary or Involuntary transfers - Voluntary or Involuntary demotions - Voluntary promotions. When a transfer of an administrator is at the request of the Superintendent, such administrator shall meet with the Superintendent to discuss the reasons for the transfer which shall include each criteria as program changes, performance, qualifications, experience and length of service. Involuntary demotions (the lowering of the rate of pay at any time) of non-certified administrators shall follow the procedures set forth in the evaluation process for Unsatisfactory Job Performance. The process only in this section is grievable.
 3. A notice of vacancy will be publicized in the district by posting such notice in each school unit of the district and each central administrative office.
 4. Any MFSA bargaining unit member may apply in writing for vacancies for which the administrator is qualified and certified. A minimum of five (5) school (work) days shall be allowed for applications to be received from any MFSA application. During the summer months when school is not in session, notice of vacancy will be mailed by the Personnel Department to the office of the President of the MFSA or to the address provided by the President.

5. An Interview Committee partially composed of MFSA representatives will review all such applicants and make recommendations to the Superintendent regarding appointment.
6. Temporary appointments may be made by the Superintendent on emergency or interim basis. The temporary appointee shall be considered for continuing appointment in the same manner and on the same basis as other applicants for continuing appointment. The President of MFSA shall be informed prior to the announcement of any temporary assignments.
7. Only one administrative probationary period of two years shall be served by an administrator for positions in the same classification (certified or non certified). Any other assignment may require an additional year of probation.

D. Assignments

1. In recognition of the commitment by MFSA to the principle of total involvement in seeking solutions to educational problems, it is acknowledged that the Board retains the right to assign administrators covered by this Agreement from one position to another, when in the judgment of the Board, such change of assignment will better enable the Board to fulfill its aforementioned mission of seeking solution to district problems.
2. Provided further, MFSA and the affected administrator shall be notified promptly of the Superintendent's contemplated intention to effectuate a change of assignment under this paragraph and shall be given an opportunity promptly to respond thereto. In the event the employee disagrees with the Superintendent's contemplated decision, a committee composed of agents of the Board and MFSA representatives shall review the matter.
3. An administrator who elects to return to a non-administrative position may be granted approval and all benefits. In compliance with the teacher tenure law, where applicable, and all units' master contracts, the administrator shall be treated in determining said benefits, as if the administrator had been continuously employed in that position in the school district, including the time credited at the initial date of employment.

E. Seniority

1. Administrative seniority shall be defined as the number of years as an administrator in the district. The commencement date of work is the initial date for computation. Exempt administrators shall accumulate administrative seniority as if they were working in the bargaining unit.
2. In the event that two or more administrators have a tie in seniority as determined above, then district seniority, calculated in a similar manner to above, shall prevail. A tie in district seniority shall be resolved by totaling the employee's last four (4) digits of their social security to determine the highest sum. The employee with the highest sum shall have the higher seniority ranking. In the event of a tie with the above procedure, one additional digit to the left of the last 4 digits of the social security number will be added until the tie is broken.
3. The seniority list shall be updated September 1st. Administrators must update their certification and current experience by September 1st.
4. Non-certified administrators shall not acquire seniority while on lay off.
5. A non-certified administrator who refuses recall loses seniority.
6. If an administrator has been appointed to a temporary position and is subsequently hired and continuously retained in that same or similar administrative position, then the seniority date of hire shall be the first date of appointment to the temporary position.

F. Classifications:

There will be two general classifications – certified and non-certified.

Certified Personnel includes:

- persons who hold a teaching certification or
- persons who do not hold a teaching certificate if no certificate is required for the position they hold and their job includes supervision of instructional personnel or administration of curriculum.

The following hierarchy shall be used to specify equal or lower-rated classifications:

1. 12 Month Directors & +45 Principals
2. +20 Principals
3. +20 Assistant Principals & +40 Administrators

Non-Certified Personnel includes persons who are assigned to a position for which no teaching certification is available.

G. Layoff of Non-Certified Administrators

1. It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, staff and number of positions. Before layoffs are commenced, the administrative union shall have input as to who shall be laid off. Such input shall not delay the sending of layoff notices. After such a decision has been rendered by the Board, displaced administrators will be assigned to positions whereby they have the necessary administrative or supervisory experience at the given level or area to fill and the necessary qualifications. Non-certified administrators, for whom no administrative positions are available, will be laid off from the administrative bargaining unit. The parties recognize in certain situations employees may not possess the necessary requirements as listed herein. In these situations, it is appropriate for the Superintendent to make a reasonable judgment regarding alternative qualifications.
 - a. A non-certified administrator may be assigned to replace another non-certified administrator in an equal or lower-rated classification provided he/she has the administrative or supervisory experience at a given level, and necessary qualifications.
 - b. A supervisor may be assigned to replace another supervisor in an equal or lower rated classification provided he/she has administrative or supervisory experience at a given level, and necessary qualifications.
2. Exempt non-certified administrators shall be able to bump into the bargaining unit at the highest appropriate level of classification for which the exempt administrator possesses the necessary administrative seniority, provided the individual exempt administrator has the necessary administrative or supervisory experience at the given level or area to fill, and the necessary qualifications. If an exempt non-certified administrator is assigned to the bargaining unit and it's necessary to reduce non-certified administrators, the lay-off and recall language contained in this agreement will apply to the exempt non-certified administrator as a member of the bargaining unit.
3. In applying the above provisions, if there are two or more positions the exempt non-certified administrator may bump into, the Board will select the positions to which the exempt non-certified administrator is to be assigned.
4. The Superintendent shall notify the affected non-certified administrator of the need for change of assignment and shall furnish a list of positions available for which the administrator is qualified.

5. If a change of assignment is necessitated due to a reduction in staff or classification, the non-certified administrator with the least seniority in the affected classification shall be reclassified.
6. Non-certified administrators assigned to a position which is paid at a lesser rate than their most previous position will be frozen at the most previous salary level until the position to which assigned catches up. A per diem rate for that frozen salary will be computed and the new salary will be based on that per diem rate times the number of days worked. The number of days worked will not be less than those worked by a teacher in the district. If the non-certified administrator chooses to maintain the same work day and work year, the salary will be frozen at the level it was prior to the reassignment.
7. Non-certified administrators shall not acquire seniority while on lay off.
8. No non-certified administrator may bump into a higher rated classification or exercise their seniority to return to a higher rated classification.
9. An arbitrator may not rule that a non-certified administrator is qualified to displace another non-certified administrator unless the parties have so agreed.

H. Recall of Non-Certified Administrators

1. Non-certified persons shall be recalled in inverse order of layoff with the most senior person being recalled first.
2. A non-certified person is obligated to accept a recall to a position. To be eligible to be recalled or assigned, the non-certified administrator must be capable of assuming the administrative duties within thirty (30) calendar days. If the non-certified administrator is on an approved medical leave, the administrator must be able to assume the position within ninety (90) calendar days.
3. A non-certified person shall remain on the recall list for five years or the duration of their seniority whichever is greater. During this time period, administrative seniority shall not be broken while the administrator is on medical leave if the administrator is unable to be recalled.
4. A non-certified person who refuses recall loses seniority.

ARTICLE IX – EVALUATION OF NON-CERTIFIED ADMINISTRATORS

- A. Instruments: It is understood that each non-certified administrator will be evaluated according to the document adopted by the Board, May, 1980. Processes for revision of evaluation instruments or procedures will include opportunity for input from a wide range of administrative perspectives and experiences and will be developed cooperatively with MFSA.
- B. Process: In the instance where a non-certified administrator is working with another administrator and both positions are MFSA administrative positions, the Superintendent may direct the senior administrator to evaluate his subordinate administrator following accepted practice. The Superintendent shall review the final evaluation of the subordinate administrator and make reference to the senior administrator's evaluation in his summative commentary. Both the subordinate non-certified administrator and the senior administrator shall sign the evaluation only after the Superintendent has completed his summative commentary. If the subordinate non-certified administrator is not in agreement with some portion of the evaluation, the non-certified administrator has a right to ask for a review of that portion(s) of the evaluation with a union representative of the administrator's choosing.
- C. Unsatisfactory Job Performance: When the non-certified administrator is determined to be performing at a less than satisfactory level at any time, the appropriate immediate supervisor shall provide supporting information as to the reasons for such an evaluation and shall offer a reasonable plan of assistance and counsel to the administrator to help correct his performance inadequacies. This assistance plan shall be written and include a statement of the inadequacy, the resources or assistance being provided to assist the non-certified administrator in correcting the inadequacy, and a reasonable timeline of when the inadequacy should be corrected. Disciplinary action as shown below shall occur only after the following steps have been taken. It is expressly understood that Article IIA, Section G of the contract is superseded by this section.
1. A minimum of two (2) conferences scheduled at least sixty (60) calendar days apart shall be held between the non-certified administrator and the superintendent or designee in dealing with the clearly identified inadequacies, directions for their improvement, and consequences of failing to do so. The Superintendent or designee shall prepare a written evaluation containing the above information and shall provide a copy for the affected non-certified administrator to be signed by both the administrator and evaluator.
 2. If there is a second notification of the same performance inadequacies needed, the non-certified administrator shall be provided an opportunity of no less than sixty (60) additional calendar days to rectify the stated inadequacies.
 3. If inadequacies still persist, a final review of the involved non-certified administrator's performance and the disciplinary action to be taken shall be written and presented to the administrator at a third conference to be held as soon as practicable following the second sixty (60) calendar day period above.
 4. Written notice of demotion must be presented to a non-certified administrator involved at least fourteen (14) calendar days before the Board meeting at which action is to be taken on the notice.
 5. At the non-certified administrator's option, the administrator shall be granted a meeting with the Superintendent to discuss fully the matter.
 6. The non-certified administrator may at this time ask for a hearing, either public or private, with the Board.
 7. At any of the above steps, and at the option of the non-certified administrator, a member of the MFSA may be present.
 8. Should the non-certified administrator involved feel the above procedure has not been followed correctly; the first two (2) steps of the grievance process of this contract are hereby waived.

- D. As a matter of clarification the parties agree that non-certified administrators who are demoted due to documented deficiencies under Article IX - Evaluation, will be assigned to a non certified position and paid an annual salary not less than 80% of the last administrative salary and frozen at that dollar amount until the new assignment salary level would catch up; as an alternative the parties may consider a negotiated severance package.

ARTICLE X - NO STRIKE CLAUSE

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations as long as the laws of Michigan prohibit strikes and stoppages of public employees and since the parties are establishing a comprehensive procedure under which the unresolved disputes can be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. MFSA accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence from his position or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the administrator's duties of employment) for any purpose whatsoever. Further, MFSA will make every effort to carry out the above; but if it does not do so or if it has initiated, supported or condoned a breach of this provision, then the MFSA may be liable for breach of the agreement if in violation of the law.

ARTICLE XI: COMMITTEE RESPONSIBILITIES

- A. The Board may from time to time establish committees which are necessary for the study, review or initiation of outcomes and subsequent recommendations.
- B. When committees are formulated, it is hereby expressly understood that an administrator may, upon acceptance be a member requested by the Board. Furthermore, it is understood that the administrator shall not be individually held accountable for committee decisions.
- C. Irrespective of the role an administrator is assigned in the function of any committee, it is understood herein that the administrator shall be a representative of the Board for all intent and purposes and that reflections or persuasions shall remain continuously in the Board's stance on the issues as confronted, as stated in the Board policy.
- D. Irrespective of the role assigned, each administrative member shall be responsible to formulate a brief report on each committee meeting and forward same to the appropriate central administrator and Superintendent as soon as possible following the meetings' adjournment. The report shall follow the guidelines as developed by the Board.

ARTICLE XII - PROFESSIONAL IMPROVEMENT

The MFSA contends that conferences, workshops, conventions, and visitation days offer invaluable in-service opportunities to administrators; therefore, administrators within the limitations of budget appropriations should be allowed to attend same.

- A. Educational and Professional Meetings
 1. Administrative requests to attend meetings are to be submitted in the proper form to the designated exempt administrator for approval to attend.
 2. Administrators may attend conferences supported by the conference account and within budget limitations established.
 3. The full cost of the nearest route by air coach will be paid for trips of more than 500 miles round trip.

- B. Conferences Related to Civic Participation

Employees serving as active members of civic or charitable committees and organizations may be granted an opportunity to attend a related convention or meeting. No expense incurred shall be reimbursed in such instances by the Board; however, there will be no loss of pay to the individual. Days for these conventions or meetings shall no exceed (10) days per school year.

- C. Federation Days

Employees serving as delegates to professional organization meetings and conventions concerned primarily with internal affairs of the professional organizations shall be permitted to attend such conventions without loss of pay to the individual but no expense incurred shall be reimbursed in such instances by the Board. Days for these conferences shall not exceed twenty-five (25) school days per year for the MFSA membership.

- D. The Board shall pay tuition for an administrator who attends an in-service class, workshop, seminar or training session, when such attendance has been suggested by the Board.

- E. Administrators who participate, with the Superintendent's approval, in an in-service class, workshop, seminar or training session for which others receive remuneration, shall likewise receive compensation for their involvement, unless the individual administrator waives the right of such pay. Waiver of pay shall in no way inhibit full participation in the activity.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. As a condition of continuing employment, instructional administrators are required to maintain a current teaching certificate.
- B. Each administrator in the bargaining unit, who is not on the Probationary Status, may be given an individual contract consistent with state statute.
- C. During each of the first two (2) years of employment in an administrative position, the administrator will be on probation. During the probationary period administrators shall be given a one (1) year contract for two (2) consecutive years with the decision as to their continuance in administration to be made first prior to ninety (90) calendar days within completion of the second year on an administrative contract. During the probationary period, the administrator is subject to removal if the administrator has not performed to the expected level. Such removal shall be within the procedures set forth in Article IX, Section C for non-certified administrators. An administrator so removed, will be given the opportunity to return to their former position in the District. After satisfactory completion of the two (2) year probationary period, each administrator may be placed on a contract as provided in Section A above.
- D. Upon written request from either party, representatives of the Board, Superintendent and Central Administration, will schedule a meeting with an Executive Committee of the MFSA. The purpose of any such meeting shall be informational to discuss proper matters of mutual concern which relate to the administration of this Agreement. The time and location of the meeting shall be set by mutual agreement. At least five (5) days prior to any such meeting each committee will submit to each other a written agenda outlining the subject proposed for discussion. The meeting shall not supplant any of the provisions and requirements of the parties as set forth elsewhere in the Agreement.
- E. All terms of this contract shall remain free from further negotiations for the duration of this contract.

ARTICLE XIV - COMPENSATION - FRINGE BENEFITS

A. Hospital-Surgical-Medical Benefits

1. The Board will provide to the employee and eligible family, MESSA Choices 2 PPO plan with a 10% member co-share on premium through payroll deduction. Beginning January 1, 2012 through June 30, 2012 the following riders will be implemented - the \$10/20 Prescription Drug Rider, the \$300/\$600 Panel (In Network) \$600/\$1200 Non Panel (Out of Network) Deductible Amendment and Adult Immunizations Amendment and the \$10 Office Visit Rider. The board will cover the cost of the \$300/\$600 deductible for January 1, 2012 to June 30, 2012.

Beginning July 1, 2012 and thereafter, the Board's contribution toward health care costs will be made on behalf of the employees toward the health care plan chosen annually by the MFSA and accepted by the District. The Board will pay up to the legislated hard cap maximums toward the annual costs or illustrative rates and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

The maximum legislated health care hard caps for 2012 calendar year are \$5,500 for employees with single person coverage, up to \$11,000 for employees with individual and spouse coverage, and up to \$15,000 for employees with family coverage. By October 1 of each year, the state treasurer will adjust the maximum payment permitted based on the changes in the medical care component of the United States consumer price index.

In the event that the total cost for health benefits exceeds the legislated amounts, the remainder of the costs will be paid through payroll deductions of the bargaining unit members.

2. Administrators will participate in a self-funded dental and vision program. The dental plan will provide benefits equal to Delta Dental 80/80 with a \$1,000 ortho-rider. Vision benefits will be equal to Vision Plan Service III Plus.
3. Those employees who choose not to enroll in the hospitalization plan may have \$200.00 per month paid toward the purchase of mutually agreeable options including annuities. The parties will investigate the correct IRS guidelines to accomplish this in order not to jeopardize the benefit package for others.
4. Administrators being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

B. Group Term Life Insurance

1. The Board shall provide group term life insurance for each administrator in an amount equal to two (2) times their salary - not to exceed \$100,000 per annum. An additional \$25,000 of whole life insurance coverage to be paid up in ten (10) years or at age 60 will also be provided.
2. Coverage for new administrators will become effective according to the Insurance Carriers' Rule and Procedures.

C. Long Term Disability: The school district shall pay premiums on behalf of the administrators for long term disability insurance covering 70% of wages. The school district's only obligation shall be for the payment of premiums and the rules and regulation of the insurance company govern all applicable benefits.

D. Liability Coverage: MFSA administrators shall be covered under the District's Comprehensive General Liability Policy or other appropriate group liability policy up to \$1,000,000 in coverage for each occurrence.

E. Terminal Leave

1. After an administrator has completed five (5) years of continuous service credit in the Monroe Public Schools district, he/she will be eligible for terminal leave pay. Administrators' who leave the district's employ as an administrator or the survivor, or the estate of any who die while employed as an administrator, shall be paid \$350 for each year of service in Monroe. In addition, all accumulated sick leave will be paid at the rate of the unused sick leave.
2. All members of the MFSA who qualify for lump sum terminal leave payments will have that full amount paid into the established district Special Pay account in their name.
 - a. Such payments will be made immediately upon final termination.
 - b. Once said termination pay is deposited into the Special Pay account the employee will have the option of cashing in the account, a rollover to another tax deferred account, or remain in the initial Special Pay account.

F. Worker's Compensation

1. Administrators incurring service connected illness or injury will be provided W.C. benefits in accordance with the Workmen's Compensation Act of Michigan, Act, #10, P.A. of 1912 as amended.
2. Disabled administrators eligible for benefits including administrator's disabled due to a student assault, will be paid the full amount of their regular salary and fringes for a maximum period of two years without loss of sick leave, provided however, that compensation checks when received by employee from the compensation carrier be endorsed and submitted to the school district as partial reimbursement for this benefit.
3. As soon as the administrator is able to return to work, the administrator shall be restored to the administrator's previous position if the time is one year or less. Thereafter, the administrator shall be restored to a comparable position (at the same classification rate) from which the administrator went on leave. Seniority will continue to accrue while the administrator is absent. During the time an administrator is awaiting reassignment to a comparable position, the administrator shall be assigned to the first available position dependent upon certification, qualification, and seniority within all those in the same division on leave at the time. In any respect, the administrator shall be paid the current salary of the previous position filled by said administrator.

G. Mileage Allowance: The mileage paid for inter school and other qualified reimbursable mileage shall be at the rate set by IRS as acceptable.

H. Overused Sick Leave: Upon severance of employment an administrator credited with sick leave allowance in advance of service shall reimburse the Board for all sick leave days used but not yet earned.

I. Tuition reimbursement of up to \$200.00 per course will be available for non-certified administrators who pursue college courses related to their job functions or certified administrators pursuing graduate level courses (beyond a master's degree) related to instruction, designed to improve the quality of instruction, or instructional leadership appropriate for Monroe Public Schools. The administrator must obtain school district approval prior to registering for the course. The school district shall not be obligated to pay more than \$3000.00 per fiscal year for such coursework. Any funds allocated to the attendance incentive bank (see Article V Section A-5), but forfeited by members due to absences within the fiscal year, will be re-allocated to the Tuition Reimbursement Account for that fiscal year (see Article XIV Section I). These funds would be in addition to the \$3000 allocated for that fiscal year. The Administrator must provide proof of payment and successful course completion to obtain reimbursement; such reimbursement will be made in July following the fiscal year. In the event that requests for reimbursement exceed the allocation for the fiscal year, the amount per course will be pro-rated accordingly. **Frozen for 2011/2012**

- J. ~~Administrators will be given \$550.00 each year for expenses for such things as organizational dues (not including union dues) or other fees associated with their professional duties. As an option, the administrator may choose to have the total amount added to the salary at the beginning of the year.~~
Frozen for 2011/2012 and 2012/2013
- K. The district will set aside an amount equal to 1/2% of the union administrator's total salary and this money shall be added to the administrator's salary and paid as additional compensation added to the first paycheck in December of each year, for additional duties and extraordinary time required outside of the regular work day and week.

ARTICLE XV - SCHOOL YEAR CALENDARS

In that the Board has a legal responsibility and right to establish the date for classes to begin and students to report for same, exacting dates cannot be affixed routinely. However, the standard work year shall be that number of weeks provided by past practice and published in this Article.

- A. All twelve (12) month administrators shall be on duty during all week days throughout the year unless excused for the following reasons:
1. Vacations
 - a. Twelve (12) month administrators shall be awarded as follows:

Year 1	15 days
Year 2	20 days
Year 5	21 days
Year 10	23 days
Year 15	25 days
 - b. Unused vacation days will be paid out to administrator at the per diem rate of pay for the year in which they were earned. These days shall not exceed a total payout of five (5) days per year. Vacation shall not accumulate from year to year.
 2. Paid holiday recognized by the administration are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Day before Christmas, Christmas Day, Day after Christmas, and Day before New Year's.
- B. All less than twelve (12) month administrators (certified and non-certified) shall be on duty as indicated below. Flexibility, by the Superintendent or his designee, is maintained here to permit a separate arrangement of dates to be on duty before school officially opens to provide the best educational program for students.
1. Secondary Principals shall be on duty for a total of forty-five (45) work days beyond the teacher calendar.
 2. Directors shall be on duty for a total of forty (40) work days beyond the teacher calendar.
 3. Elementary Principals; All Assistant Principals; and the Community Education Coordinator shall be on duty for a total of twenty (20) work days beyond the teacher calendar.
- C. It is recognized that individual less than 12 month administrators may be on call during the summer for staffing, interviews, or other matters of critical importance to the administrator. The district may request mandatory attendance on an additional two days in either June or August at a per diem rate or compensatory time. Also, the district will allow up to an additional three days of work at the discretion of the administrator at a per diem rate or compensatory time. This time would be scheduled no later than one week following the last day of work for +20 personnel, nor earlier than one week prior to the beginning date of the next work year.
- D. The Superintendent or his designee shall establish a work schedule consistent with the days required for each administrator in accordance with this article. In addition, administrators may request to adjust work days as established by the Administration. Such requests for adjustments to the work schedule

Master Agreement between Monroe Public Schools and Monroe Federation of School Administrators

must be made with the appropriate immediate supervisor and any reasonable request will be granted as long as district or building issues do not require the presence of the administrator on the day off being requested. It is encouraged that adjusted days are taken on days school is not in session. Adjustments may be allowed when school is in session for special circumstances but such requests should not be for more than two days in a row, unless there are extreme circumstances.

- E. **Work Week:** In order to attain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrators to work a schedule which permits the reasonable flexibility necessary for the achievement of such goals. Such a schedule will, at times, involve work in and out of the school building and frequently outside the regular school day. Administration will be permitted reasonable discretion in scheduling their hours of work, including a flexible lunch period, provided such discretion is exercised in a manner consistent with school and/or district programs and aims, therefore, all administrators will work a minimum of forty (40) hours as established. Should an administrator be required to assume significant additional responsibilities due to the absence of another administrator that will require substantial additional time to address, the affected administrator and the appropriate central office administrator will discuss additional compensation and a proposal for such additional compensation will be presented to the superintendent for consideration.
- F. In recognition that the position of Custodial Maintenance Supervisor sometimes call for extended work due to emergencies or inclement weather, the school district at its sole discretion may allow for a limited number of compensatory days. The Superintendent or a specified designee shall make the determination as to how many, if any, compensatory days to be appropriate, to be granted during the year.
- G. The Board may, at its discretion, extend the work year of any administrators provided:
1. The Board has informed the administrator of the rationale for such an extension of the work year.
 2. Notice is given so that the administrator can make any necessary revision in their personal plans.
 3. The annual salary of any administrator whose work year is extended is increased by an amount proportional to the extension of the work year.
- H. In computing per Diem pay for the purpose of additional days worked and/or deduct days, the base salary will be divided by number of duty days. For 12 month personnel - 240 days will be used; for all other personnel duty days will be established according to the annual work schedule.
- I. The pay for a summer school principal, when required, is based on the salary for the preceding contract year ending June 30. The amount paid is determined separately based upon the responsibility for the summer period, by individual contracting.
- J. Inclement weather days or other Act of God days shall be considered as work days for all personnel. In the event that additional days are added to the school year due to requirements of state law, the Department of Education and/or approved by the school board - less than 12 month personnel, who work on inclement weather days that are required to be made up, will accrue trade off days. Time accrued must be taken within the current school year.

ARTICLE XVII - EMERGENCY FINANCIAL MANAGER

Emergency Financial Manager: Pursuant to Local Government and School District Fiscal Accountability Act being Public Act 4 of 2011, an emergency manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13(3) of Public Act 4 of 2011.

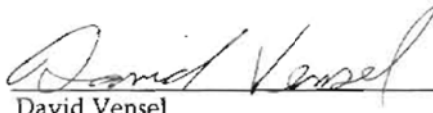
If an emergency manager is appointed to the district, the emergency manager shall have the authority to reject, modify or terminate this CBA. An emergency manager's decision to reject, modify, or terminate this agreement is a prohibited subject of bargaining.

ARTICLE XVIII - DURATION OF CONTRACT

Upon ratification of this Agreement, salary, dues, deductions - agency shop, vacations, sick leave, personal business days and association days shall be retroactive to July 1, 2011 except as otherwise noted in this agreement. Per State law, the frozen step increases and lane changes along with the health care premium increases that have been paid by bargaining members since the MFSA contract expiration on July 1, 2011 will not be retroactively reimbursed by the District. All other benefits shall be effective the date of ratification, and shall continue in full force and effect until June 30, 2013.

Monroe Board of Education

Monroe Federation of School Administrators



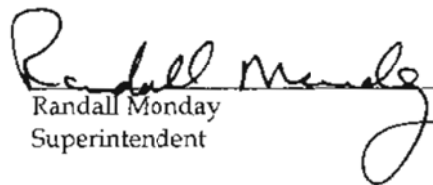
David Vensel
Board President

12-13-11
Date



Cindy Flynn
MFSA President

12-13-11
Date



Randall Monday
Superintendent

12-13-11
Date