

MASTER AGREEMENT
between
THE DEXTER ADMINISTRATORS' ASSOCIATION
and
THE BOARD OF EDUCATION

AGREEMENT

An Agreement entered into this 1st day of August, 2011, by and between the Board of Education of the Dexter Community School District, hereinafter called "the Board" and the Dexter Administrators' Association, hereinafter called "the Association." No part of this agreement shall prevent the parties from implementing mutually beneficial and agreeable alternatives.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rate of pay, hours of employment, and other conditions of employment, and;

WHEREAS, the parties, following deliberate professional negotiations, have reached certain understandings which they desire to incorporate into a collective bargaining agreement;

THEREFORE, in consideration of the mutual covenants herein contained and the benefits derived, the parties therefore agree:

ARTICLE I
RECOGNITION

The Board, in accordance with the applicable provisions of Act No. 379 Public Acts of 1965, as amended, hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel employed by the Board in administrative or supervisory positions. Specifically excluded, however, are the Superintendent, Assistant Superintendent, Executive Director of Business and Finance, and administrative assistants attached to the Central Administration Office.

ARTICLE II RIGHTS OF ADMINISTRATORS

Nothing contained herein shall be construed to deny or restrict any rights or protections an administrator may have under the Michigan General School Laws.

ARTICLE III RIGHTS OF BOARD

It is expressly agreed that all rights which ordinarily vest in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this agreement.

Such rights include, but are not limited to, the right to the executive management and the administrative control of the school system and its properties, facilities, equipment, and activities of its employees during employee working hours: to hire all employees and, determine their qualifications and conditions of their continued employment, their placement, or their dismissal, suspension, layoff, or demotion, promotion, or transfer.

ARTICLE IV PROTECTION OF ADMINISTRATORS

- A. The parties recognize that administrators have responsibility for developing a respectful environment while maintaining control and discipline in the school to which the administrator is assigned. The Board recognizes its responsibility to provide support and assistance to administrators in the discharge of their duties, so long as such duties are discharged in conformity with Board policy and applicable statutes. The Board will not arbitrarily or capriciously overturn or countermand decisions, or otherwise interfere in the administration of school programs, so long as appropriate policies and statutes are followed, except in such cases as it is deemed appropriate after a Board hearing which examines all appropriate evidence.
- B. If an administrator is complained against or sued by any party for decisions made during the normal course of his/her job including disciplinary action taken by the administrator against a student or employee, the Board will provide appropriate legal counsel and render necessary assistance to the administrator in his/her defense, provided that such administrator has acted within the terms of this agreement, the adopted policies of the Board, and all state and federal laws in regard to discipline and control.
- C. Written complaints directed toward the actions of an administrator shall be promptly called to that administrator's attention.

- D. Disciplinary action taken against an administrator, resulting from complaints from students, parents, or citizens shall be taken only if such complaints are in writing, and then only if the complaints have been investigated and deemed justified. Throughout this process appropriate due process shall be afforded the administrator. Disciplinary action shall not be taken on the basis of oral complaints. No record shall be maintained of any complaint ultimately found to be conclusively invalid.
- E. No administrator shall be subjected to disciplinary action resulting in reprimand, reduction in rank or compensation, or discharge without just cause. In the event of charges being made against an administrator, every effort shall be made to ensure that discussion is limited to a private and professionally appropriate form. Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed.

The following steps shall constitute the progressive discipline plan:

- Warning
 - Verbal reprimand
 - Written reprimand
 - Suspension (with or without pay, depending upon circumstances)
 - Termination of employment
- F. Each administrator shall have the right, upon request, to review the contents of his/her personnel file, in accordance with MCLA 423.503 (Section 3 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978), excluding restricted placement credentials. A representative of the Association may, at the request of the administrator, accompany the administrator in this review.

Each administrator's official personnel file, located in the Central Administration Office, shall contain the following minimum items of information:

- Administrative evaluation reports
- Annual contract
- Teaching certificate
- Transcripts of academic records

When materials relating to an administrator's performance are placed in the administrator's file, the administrator shall be notified in writing, provided a copy, and given the opportunity to file a response with said item, subject to the

restrictions contained in MCLA 423.505 (Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978).

ARTICLE V ADMINISTRATIVE CONTRACTS

- A. Administrators new to this District will serve in probationary status for the first two years of employment. Probationary contracts shall be for one year without tenure in position. Administrators with probationary status shall receive a midyear performance evaluation and review before January 31 of each probationary year.
- B. Administrators who have completed a two year probationary period, and whose performance meets the District's expectations, will be offered a two year contract of employment without tenure in position. Administrators who are offered a two year contract will be evaluated at least once every two years. On continued satisfactory performance, this contract may be renewed annually.
- C. In the event the performance of an administrator in the first year of a two year contract does not meet the District's expectations as determined by the Superintendent in such year, the administrator's contract will not be automatically renewed but shall revert to probationary status for the remaining contract year. Said probationary status shall not change placement on the administrative seniority list. If it is determined that the administrator does not meet the District's expectations as determined by the Superintendent, the Superintendent or his/her designee shall provide the administrator with an individualized development plan in consultation with the administrator. The individualized development plan shall be developed for the probationary contract year. The Superintendent or his/her designee shall evaluate the administrator in writing annually. If there are concerns regarding the continued employment of an administrator, an evaluation will be completed on or before February 15. The evaluation shall include an assessment of the administrator's progress in meeting the goals of his or her individualized development plan. Advance notice that the Board is considering non-renewal together with the statement of reasons the Board is considering non-renewal shall be provided to the administrator no later than March 31. The Board shall observe the non-renewal procedures required by Section 1229 of the Revised Code.

ARTICLE VI REDUCTION IN PERSONNEL

- A. In the event a certificated administrator returns to the teacher bargaining unit, he/she shall receive seniority credit for pay for all of their years of professional employment in the District, including those as an administrator. Compensation for such individuals shall be based on the appropriate step of the current teacher salary schedule.

- B. Administrators whose positions have been eliminated shall be transferred to an appropriate position as a classroom teacher with full seniority for all years of service to the District subject to the limitations of the contract between the D.E.A./W.C.E.A. and the Board of Education and the Tenure Laws of the State of Michigan. In no case shall seniority rights be less than that provided by Article VIII, Paragraph D of the 1981-83 contract between the D.E.A./W.C.E.A. and the Board of Education.

ARTICLE VII ADMINISTRATIVE ASSIGNMENTS

- A. Each administrator shall be provided with a current position description indicating:
- Title of position
 - Accountability statement
 - Line and staff relationships
 - Evaluator
 - Duties
- B. Administrators may be assigned, at the discretion of the Superintendent, non position duties which are either ongoing and meet specific District needs or are special project assignments.
- C. Administrators less than 1.0 FTE will receive prorated salaries and fringe benefits outlined in Articles VIII and IX. Years of service credit will be calculated based on prorated FTEs.

ARTICLE VIII ADMINISTRATIVE COMPENSATION

The Dexter Board of Education recognizes that members of the Association serve in a leadership capacity and are therefore entitled to compensation apart from compensation and benefits negotiated by the other District unions.

The Board extends this negotiated agreement with the Association for three years commencing August 1, 2011 and ending June 30, 2013.

This agreement is designed to provide competitive salaries for all Association members, to encourage stability, and to attract highly qualified administrators. The Board provides a procedure for steady, fair and realistic growth of salaries. Compensation contained in Article VIII is for remuneration for services rendered.

- A. A salary range has been developed for all administrative positions. Placement on the salary levels shall be recommended by the Superintendent and approved by the Board.

Base \$82,408	Assistant Principal	Elementary Principal/ Special Ed Director	Middle School Principal	High School Principal
	1.0	1.091	1.152	1.213
Level A	\$82,408	\$89,875	\$94,881	\$99,886
Level B	\$84,254	\$91,722	\$96,727	\$101,733
Level C	\$86,101	\$93,568	\$98,573	\$103,579
Level D	\$87,947	\$95,414	\$100,420	\$105,425
Level E	\$89,793	\$97,260	\$102,266	\$107,272
Level F	\$91,640	\$99,107	\$104,112	\$109,118
Level G	\$93,486	\$100,953	\$105,959	\$110,964

B. Administrators will be contracted for the following number of days per year:

H.S. Principal	222 days
M.S. Principal	217 days
Elem. Principal/S. E. Director	217 days
H.S. Asst. Prin	212 days
M.S. Asst. Prin	212 days

Contract and non-contract days shall be used in a manner to minimize interference with the orderly operation and conduct of business of the District and are subject to the approval of the Superintendent. Non-contract days shall be used within the school year (July 1 - June 30) and may not be accumulated unless approved by the Superintendent and used prior to September 1 of the next school year.

Any administrative contracts starting midyear of the contract year shall be prorated to conclude on June 30 with compensation and benefits prorated to actual contracted work days. The Superintendent may annually approve up to five (5) additional contracted work days per contract year to be included in an administrator's base pay and compensated at the administrator's daily rate. Administrative work schedules and workloads will be established by the terms of the employment contract, the duties assigned, and the direction of the Superintendent.

- C. During the term of this agreement, the Board shall have the right to set salaries of new administrators without regard to Section A above.
- D. Administrators who have earned an Educational Specialist will receive annual compensation in the amount of \$1,000; Educational Doctorate, \$1,250.
- E. The Board will pay on behalf of the administrator an amount equal to 3% of base salary toward a tax-deferred annuity selected by any administrator who has completed two (2) years of administrative service to the District. Said annuity will be paid throughout the contract year. Administrators having completed five (5) years in the District, as an administrator, will have an amount equal to 4% of total salary paid by the Board. If two year and five year anniversary hire dates fall before opening day for teachers, the year will be counted as a completed year.
- F. Administrators who have completed the number of years of service to the District as an administrator indicated in the table below will be eligible for the specified stipends. To earn the ten (10) and fifteen (15) year stipends, administrators must be on the top step of the salary schedule for their position. Administrators will receive a payment based on FTE assignment.

A. Five (5) years and then annually	\$4200
B. Ten (10) years and then annually	In addition to A, a \$1200 annual increase
C. Fifteen (15) years and then annually	In addition to A and B, a \$300 annual increase

**ARTICLE IX
ADMINISTRATIVE FRINGE BENEFITS**

- A. Sick Days
Each administrator shall receive twelve (12) sick days per year, to accumulate at the rate of one (1) day per month, with unlimited accumulation.

During the first five (5) years of employment in the District, should the administrator need to take a medical leave due to the birth of a newborn child of the employee or a serious health condition, as defined under the provisions of Family & Medical Leave Act of 1993, after exhausting any accumulated sick days, the administrator may use non-chargeable days up to a combined total of 45 for such health condition.

- B. Personal Business Days
Each administrator shall receive three (3) personal days per school year. If an administrator does not use these days, they will be converted to sick days at the end of the year with unlimited accumulation.
- C. Force Majeure Days
Administrators who work at least one-half (.5) day on a force majeure day will be credited with one (1) additional day worked.
- D. Separation/Retirement
Upon voluntary separation from the District, the administrator shall receive payment equivalent to payment extended to District certificated employees.
- Upon retirement (defined as receiving benefits from the Michigan Public Schools Employees Retirement Fund) the administrator shall receive payment equivalent to payment extended to District certificated employees. If certificated staff are offered any buy out or compensation package for retirement or voluntary separation from the District, administrators will be offered the same package.
- E. Health Insurance
Each administrator shall be provided full family health insurance coverage as described in the summary plan description for administrators or up to \$1,500 worth of other insurance or annuity options. Each administrator shall be covered by a long term disability (LTD) policy chosen by the Board. The administrator will contribute 10% toward the cost of their health benefit. The administrator's portion of the cost will occur through payroll deduction.
- F. Dental Insurance
Each administrator shall be provided full family dental insurance coverage as described in the summary plan description for administrators. The administrator will contribute 10% toward the cost of their health benefit. The administrator's portion of the cost will occur through payroll deduction.
- G. Vision Insurance
Each administrator shall be provided with full family vision insurance coverage as described in the summary plan description for administrators. The administrator will contribute 10% toward the cost of their health benefit. The administrator's portion of the cost will occur through payroll deduction.
- H. Preventative Insurance
Each administrator shall be provided with insurance coverage for an annual preventative health examination for the administrator.
- I. Life Insurance
Each administrator shall be provided with a \$100,000 term life insurance policy.

- J. Memberships
Each administrator shall receive a membership in one state and one national professional organization approved by the Superintendent.
- K. Conferences/Education
Each administrator shall be accorded a budget line item of \$2,000 for expenses attendant to participation in professional conferences, seminars, or university schooling approved by the Superintendent.

**ARTICLE X
DURATION OF AGREEMENT**

This agreement shall be in effect from August 1, 2011 until June 30, 2013.

Date of Execution: August 1, 2011

**BOARD OF EDUCATION
DEXTER COMMUNITY SCHOOLS**

**DEXTER ADMINISTRATOR'S
ASSOCIATION**

President

Secretary