

MASTER AGREEMENT
BETWEEN THE
DEWITT PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
DEWITT ADMINISTRATORS' ASSOCIATION

July 1, 2005 – June 30, 2008

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ARTICLE I
RECOGNITION

- A. The board recognizes to the extent required by the provision of Act 379, P.A. of 1965, as amended, the DeWitt Administrators' Association as the sole and exclusive bargaining representative for:

All principals and assistant principals employed by the DeWitt Public Schools but excluding all other personnel including, but not limited to, superintendent, assistant superintendent, teachers, supervisors of non-teaching personnel and all other persons employed by the DeWitt Public Schools.

- B. Definitions

In the application and interpretation of the provisions of this agreement, the following definitions shall apply:

1. Administrator shall mean any administrator defined for membership in Section A.
2. Superintendent shall mean the Superintendent of Schools or his/her designated Assistant Superintendent as his/her agent.
3. Board shall mean the Board of Education of DeWitt Public Schools or its designated agents.
4. Association shall mean the DeWitt Administrator's Association.

- C. New Positions

1. Where new administrative positions are created that do not clearly fall within the definition of persons excluded from representation by the Association, any dispute arising as to the exclusion or inclusion of an administrator from the bargaining unit shall be resolved by the Michigan Employment Relations Commission.
2. When an administrative vacancy occurs, whether by someone leaving or a newly-created position, district administrators shall have a minimum period of five working days to apply in writing to the superintendent or designee prior to any external posting of that job.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition - A grievance is a complaint by the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement and all matters relating to working conditions, working hours, and disciplinary actions.

B. Procedure

Step 1 - Within five (5) working days, the administrator and/or Association shall first discuss the matter with the superintendent.

Step 2 - If the matter is not resolved through the procedure in Step 1, an appeal may be submitted, in writing, to the superintendent. Such appeal shall specify the provision(s) or issue in question and shall be made within ten (10) work days from the date of the conference in Step 1. The superintendent shall hold a hearing on the matter with the administrator and/or Association in an attempt to resolve the issue. Such hearing shall occur within five (5) work days of receipt of the written appeal and a response shall be submitted within five (5) work days of the hearing.

Step 3 - If the matter is not resolved through the procedure in Step 2, the grievance shall be submitted to the board. The board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, will hold a hearing on the grievance and shall render a decision. Disposition of the grievance in writing by the board shall be made no later than seven (7) calendar days thereafter.

ARTICLE III

MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any contrary or inconsistent terms contained in any individual contracts executed subsequent to the execution of this Agreement. All future individual administrative contracts shall be subject to the terms of this Agreement.

B. This Agreement is subject, in all respects, to the laws of the State of Michigan and 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, all other provisions of this Agreement shall continue in effect.

C. Mileage Reimbursement

In the event that administrators are required to use their own vehicles on authorized school business, mileage shall be compensated at the rate allowed by the IRS.

D. Education

The parties recognized that in some instances, studies at the college or university level are beneficial in terms of advancing the educational goals of the school system. The board shall reimburse administrators for books and tuition in approved areas of study. Proof of course credit completion shall be documented to the superintendent or, in the event the course is dropped, reimbursement to the district shall be made in full within 15 days of the drop.

E. Medical Examinations

Administrators may have a medical examination once every three (3) years. A statement certifying to the physical competency of the administrator shall be filed with the superintendent and treated as confidential information by the board; the cost of said medical report shall be borne by the board.

F. Voluntary Early Termination of Individual Contracts

Upon mutual written consent by the board and individual administrators, and upon at least thirty (30) days prior notice, individual employment contracts may be prematurely terminated.

G. Seminars and Conferences

Administrators may attend seminars and conferences including out-of-state conferences sponsored by their professionally related national organizations, as approved by the superintendent. Reimbursement for costs incurred in attending such meetings is subject to the approval of the superintendent and shall be funded out of district professional development funds.

H. Administrator Certification

It is agreed that administrators shall maintain throughout the life of this Agreement, such valid and appropriate certificates as may be required by law or accrediting organizations. If any fees are required for such certificates, such fees shall be paid by the board. Further, if the board requires administrators to maintain such certificates even though not required by law, the board shall assume responsibility for any fees required for issuance.

I. Administrator Responsibilities

It is agreed that administrators shall devote their time, labor, and attention to the fulfillment of their respective duties, provided however, the administrator, upon approval of the board, may undertake consultative work, speaking engagements, writing, lecturing, collegiate study, or other professional duties and obligations. [TA]

J. Administrator Rights

1. Administrators will have complete freedom to organize, and arrange the staff and discretionary funds of his/her building with approval of the superintendent. The building administrator has the right of assignment of staff for the building and holds a fundamental role in a consensus hiring process with the approval of the Superintendent. The Board of Education, collectively will refer all pertinent criticisms, complaints, and suggestions called to its attention, to the superintendent for study and recommendation.
2. The administrator will direct the use and management of the building facility and grounds for instruction and professional purposes.
3. Administrators or a representative thereof may have an opportunity to review and consult on contract language and negotiations with groups under his/her supervision (at the board's discretion).

K. Administrators shall not be required to take calls from teachers requesting substitutes.

L. The board and the Association recognize the superintendent's right to assign additional duties to building level administrators, however, these duties should be spread on an equitable basis among administrators whenever possible.

M. Services To Students With A Handicap

When an administrator is responsible for supervision of a student in a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the administrator shall not be expected to perform non-emergency, routine, scheduled maintenance on a medical appliance for apparatus used by the student to sustain his/her bodily functions nor render non-emergency, routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The administrator will be provided the time and resources necessary to obtain the information, instructions and training required to perform non-routine, emergency measures which may be necessary on occasion due to the student's impaired condition.

N. The board will reimburse the administrator for any loss, damage, or destruction of the administrator's clothing or property which is not covered by insurance (excluding the administrator's automobile) resulting from an incident related to the duties of the administrator which involved an assault upon that administrator.

O. Residency Requirements

The board encourages an administrator to, within twelve (12) months from the date-of-hire, obtain and maintain residence within the school district. The intent is that administrators be able to be involved in the school and community as well as adequately manage and supervise their area of responsibility. Administrators moving into the district within twelve (12) months from the date-of-hire will, upon submission of valid receipts, be reimbursed up to one thousand dollars (\$1000.00) for expenses directly related to moving the administrators possessions from his/her previous residence into his/her in-district residence.

ARTICLE IV

EVALUATION

- A. Administrators shall be evaluated at least once annually by the superintendent. A post-evaluation conference shall be conducted following each evaluation between the administrator and the superintendent. Should an administrator's evaluation be deemed less than satisfactory, the administrator shall be given a reasonable opportunity (a minimum of 60 days) to correct and improve upon any deficiencies. If an administrator is not evaluated by May 1, or 30 days after administrative targets are completed, his/her performance shall be deemed satisfactory.
- B. The basis of administrator evaluations shall be measured in terms of competency and proficiency in the completion of assigned duties and responsibilities as outlined in their respective job descriptions as adopted by the Board of Education.
- C. Prior to the time any changes are effectuated in administrative job description(s), the board or its designee(s) shall meet with affected administrator(s) and/or Association representatives to discuss the changes.

ARTICLE V

LEAVE DAYS AND VACATIONS

A. Leave Days

Ten (10) sick days per year with unlimited accumulation.

Four (4) personal days. Unused personal days will roll into sick days at the beginning of each contract year.

The following ten (10) holidays are non-working days for administrators:

- New Years Eve Day
- New Years Day
- Good Friday (if school is not in session)
- Memorial Day (as observed)
- July 4
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

B. Additional leave without loss of pay, against the administrator's leave day allowance, shall be granted for the following reasons:

Leave for Death in Family: A maximum of five (5) days leave, which will not be cumulative, shall be allowed for death in the immediate family. Immediate family shall be defined as parents, children, siblings, spouse, mother and father-in-law, grandparents, and significant others as determined by the superintendent. Additional days may be approved by the superintendent.

An administrator absent from work because of lice or a childhood disease, i.e., mumps, scarlet fever, measles, chicken pox, etc., shall suffer no loss of sick day accumulation or compensation.

- C. The work year for building administrators will begin two weeks prior to the teacher’s reporting date and end two weeks after the last day of school. It is also understood that building administrators, with the exception of the High School Assistant Principal will work all days that are scheduled teacher work days, exceptions only with prior approval of the superintendent. No Saturdays, Sundays or school year vacation periods may be counted as work days for administrators without prior written approval of the superintendent. In recognition of the concept of salaried employees, it is understood by the administrator that he/she is still responsible for the proper functioning of his/her building program.
- D. The administrators annual work schedule will need to be submitted to the superintendent on or before August 1 of each contract year. Included in this schedule would be the work days of each administrator as listed in article VI.E. of the DAA Master Agreement. All holidays and non-working days for the contract year would also be included in the work schedule. The work schedule will be submitted on a district form.

Changes in the annual work schedule during the contract year must be made in writing to the superintendent for approval.

- E. Unused sick days shall accumulate without limit. Upon severance from the district with respect to service in the district, the administrator will be paid for unused sick time according to the following schedule up to a maximum of 140 days. After 140 days (or 10 years), the compensation will be 1 day for every 2 remaining sick days. The employer shall annually furnish a written statement setting forth the bargaining unit member's total number of accumulated sick leave days.

Schedule Payment for Unused Sick Leave Days

Years of Service	Amount Per Day Compensation
0 – 4	\$30
5	\$40
6	\$45
7	\$50
8	\$55
9	\$60
10	\$75 (up to a maximum of 140 days)
10+	\$75 (and 1 paid day for every 2 sick days beyond 140)

ARTICLE VI

INSURANCE AND SALARY SCHEDULE

- A. The insurance benefits provided under this Article are specifically subject in all respects to the rules and regulations of the various insurance underwriters and/or insurance administrators. The board shall make premium payments on behalf of the administrator for: vision insurance; health, accident and hospitalization benefits; dental and orthodontia insurance; and long-term disability insurance coverage equal to that provided for other professional employees, but no less than current coverage.
- B. The association retains the right to bargain a change of health plans or employee contribution to a health plan.
- C. Term life insurance equal to two and a half (2.5) times the administrator's yearly salary.
- D. Upon the death of a bargaining unit member, the board agrees that all insurance benefits will continue in effect for survivors, for a term of three (3) months.
- E. The administrator will be eligible to participate in Section 125 Plans under the same conditions as other district employees.
- F. The board and Administrator will each be responsible for any increase in insurance from the 2004-05 base. Yearly increase in the 2004-05 insurance base shall be divided equally (50%) between the board and each administrator. Association members shall have the opportunity to participate in a cafeteria plan for their portion of income.
- G. The board shall pay each administrator for membership dues to one (1) state and one (1) national professional organization associated with his/her profession (i.e. MEMSPA/NASPA). The board shall also pay each administrators membership dues in one (1) organization related to curriculum development (i.e. A.S.C.D.).
- H. The Board will pay an amount in accordance with the following years of service to an annuity of the Administrators choice. The amount will be paid in one lump sum on or before June 30 of each year.



Years of Service	Dollar Amount
1 - 3	\$1,000
4 - 6	\$1,500
7 - 9	\$2,000
10 - 12	\$2,500
13 - 15	\$3,000
16 - 18	\$3,500
19 - 21	\$4,000

I. Administrative Salary Index

Administrator	Base 2004-2005 Salary	Total Work Days
High School Principal	\$91,334	215
Jr. High School Principal	\$84,385	210
Assistant High School Principal	\$80,524	205
Herbison Woods Principal	\$81,627	210
Scott School Principal	\$81,627	207
Schavey Road Principal	\$81,627	207
Fuerstenau Early Childhood Center Principal/Early Literacy Leader	\$78,425	215

The paragraph below explains how the salaries in the table will be calculated: The Association shall receive a 2% responsibility factor increase on the 2004-05 base salary. The increase in base of a responsibility factor respects additional professional responsibilities due to increase in building enrollment, staffing and students, and in recognition of past voluntary salary setbacks of 1.75% for 2003-04 and 1.35% in 2004-05. This then constitutes the base for years 2005-06, 2006-07 and 2007-08.

An additional 1.5% per year on the current base salary shall be added each year for the duration of this contract. Additionally any increase to the base step of the teaching salary schedule negotiated by the DEA that is above 1.5% shall be added to the administrators current salary.

ARTICLE VII

DURATION

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2008.

ADMINISTRATORS' ASSOCIATION

BOARD OF EDUCATION

President

Vice President

Secretary

Treasurer

Trustee

Trustee

Trustee