

**AGREEMENT**

**BETWEEN**

**MASON BOARD OF EDUCATION**

**AND**

**MASON ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2004 – June 30, 2007**  
(Revised January 16, 2007)

33130  
06 30 2007  
MAA  
X

**Mason Public Schools**  
**Mason, Michigan**

**INDEX**

**Article I – Recognition.....3**

**Article II – Layoff, Reassignment.....3**

**Article III – Vacancies .....3**

**Article IV – Transfer .....4**

**Article V – Involuntary Transfer .....4**

**Article VI – Just Cause.....5**

**Article VII – Individual Contract Length .....5**

**Article VIII – Evaluation.....5**

**Article IX - Grievance Procedure.....6**

**Article X – Work Schedule.....7**

**Article XI – Insurance/Leave Benefits .....8**

**Article XII – Professional Improvement.....9**

**Article XIII – Physical Examination .....9**

**Article XIV – Wages (See Schedule – Attachment C) ..... 9**

**Article XV – Other Provisions .....10**

**Article XVI – Duration of Agreement.....10**

**ATTACHMENT A – Evaluation Form .....11**

**ATTACHMENT B – Administrative Seniority .....13**

**ATTACHMENT C – Administrative Salary Schedule .....14**

**ATTACHMENT D– Sample Individual Agreement .....15**

**ARTICLE I**  
**RECOGNITION**

- A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees including Building Administrators, High School Athletic Director, and the Directors of Special Education, but excluding the Superintendent, Executive Director of Finance, Director of Computer and Information Services, Executive Director of Human Resources, Executive Director of Curriculum, Supervisors of Family Services, Maintenance and Transportation.
- B. When the BOARD shall create any new administrative classification, the parties shall meet to bargain concerning the status of that classification in the unit. Should the parties be unable to reach agreement, the dispute shall be settled pursuant to a unit clarification petition filed with the Michigan Employment Relations Commission.
- C. The term "administrator", when used herein, shall refer to all members of the bargaining unit represented by the ASSOCIATION.

**ARTICLE II**  
**LAYOFF, REASSIGNMENT**

- A. In any necessary reductions of District administrative personnel, the Administrator shall remain in an administrative position at a level in which the individual is certified and qualified, as specified in Article IV, Section A.1, as long as her/his years of administrative service are greater than those of any other Administrator.
- B. If after the application of the above provision, the Administrator is laid off, the individual shall have recall rights to previous position for a period of two years.
- C. Any administrator with teaching experience in the District, who returns to teaching in the District, shall be placed on the teacher salary schedule at their frozen teacher seniority level. Individuals who return to teaching within three years of accepting an administrative position shall be granted those three years for placement on the teacher salary schedule and seniority list.
- D. Seniority within the School District shall be considered as years of service as a teacher and/or an Administrator.

**ARTICLE III**  
**VACANCIES**

- A. A vacant administrative position shall be posted within the School District for not less than ten (10) business days. Such posting shall include the minimum qualifications, general duties, and the application and selection procedure to be employed for the position. Each applicant from within this bargaining unit shall be granted an interview for the posted position.
- B. It is understood that the Board may fill any of the vacancies described above on an interim basis whenever a need arises for a period of time not to exceed one semester unless mutually agreed upon. Interim persons from outside of the bargaining unit will not be a part of the Association. However, such position shall not be permanently filled until there has been compliance with (A) above.

**ARTICLE IV**  
**TRANSFER**

- A. Definition: Transfer shall mean the movement from one position to another which has essentially the same job specifications, movement to a position which the Administrator meets the qualifications of, or the movement to a position in which an Administrator has had previous experience as a full time, permanent appointee.
1. Each Administrator requesting a transfer shall be informed, in writing, of the approval or denial of her/his transfer request within ten (10) working days after the interview with the Superintendent upon her/his request and the reasons for denial will be placed in writing at the option of the Administrator.
- B. If for inadequate performance of duties, the Superintendent believes it would be to the District's best interest to terminate or transfer an Administrator to another position within the District, the following shall apply:
1. The Superintendent, before affecting a Board initiated transfer or termination, shall offer appropriate assistance and counsel to the Administrator so as to correct the underlying reasons for the contemplated transfer or termination.
    - a. Two (2) separate conferences shall be held with the involved Administrator dealing with inadequate performance of duties.
    - b. If a problem persists, a written notice shall be issued to the involved administrator. At a subsequent conference, the Administrator shall have any deficiencies specifically identified in writing and shall be awarded an opportunity of no less than four (4) months to rectify that which may be inadequate in her/his performance.
    - c. If the problem continues, a formal review of the involved Administrator's inadequacies shall be written out and presented to the involved Administrator at a conference. The involved Administrator shall be entitled to representation.

**ARTICLE V**  
**INVOLUNTARY TRANSFER**

- A. An involuntary transfer will be made when in the reasonable estimate of the Superintendent, an emergency exists or to prevent undue disruption of the instructional program. When involuntary transfers are necessary, the Administrator's professional background and other qualifications shall be considered in determining which Administrator is to be transferred. Administrators being involuntarily transferred will be transferred, if possible, to a comparable position and shall not suffer a reduction in salary during the length of the individual's contract. An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent, at which time the Administrator will be notified of the reasons for the transfer.
- B. The following factors shall be considered by the Superintendent in all involuntary transfers:
- a. Certification requirements
  - b. Length and area of professional experience within the system
  - c. Length and area of professional experience outside the system

- d. Ability to perform the assignment
- e. Academic training
- f. Professional growth

## **ARTICLE VI** **JUST CAUSE**

No Administrator shall be terminated, suspended, or demoted without just cause.

It is understood between the parties that the Board may terminate the Administrator's employment under this Agreement at any time during the term of the contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, or if the Administrator materially breaches the terms and conditions of this Agreement. It is further agreed that prior to any dismissal by the Board, the Administrator will have the right to service of written charges, notice of hearing and a fair hearing before the Board. Legal council, if the individual so chooses, may accompany the Administrator to the hearing. The cost of the Administrator's legal council will be borne by the Administrator. The hearing before the Board will be public or private at the option of the Administrator.

## **ARTICLE VII** **INDIVIDUAL CONTRACT LENGTH**

Any Administrator after serving two (2) years in any one administrative position or combination of administrative positions within the Mason School system shall be granted a two (2) year contract renewable yearly. A year's experience as an Administrator is defined as any year in which more than fifty percent (50) of that school year was served in an administrative capacity.

Upon mutual agreement by the Board and an Administrator, the individual contract and employment of the Administrator may be terminated without penalty or prejudice against the Board or the Administrator. In this event the Board will pay the Administrator all remuneration and benefits accrued unpaid during the period of employment immediately prior to such termination. In the event the Administrator wishes to obtain the Board's agreement to such mutual termination, the Administrator shall notify the Board at least ninety days before such termination by mutual consent would be effective.

## **ARTICLE VIII** **EVALUATION**

For the purposes of this document, the term Administrator will be used to identify the members of the Mason Administrators' Association.

A. Evaluator

Evaluations shall be conducted by the Superintendent or an individual designated by the Superintendent.

B. Frequency

Evaluation of new administrators will occur annually during the first two years that they are in position. Thereafter, work performance of Administrators will be evaluated at least every three years.

C. Evaluation Instrument

Administrative evaluations will be based upon the Administrator's job description as defined by the Board of Education. In addition, goals/job accountabilities will be jointly established between the Administrator and evaluator. The Administrative Performance Evaluation Form will be the formal evaluation instrument. (See evaluation instrument in Attachment A)

D. Evaluation Time Frame

At the beginning of the evaluation process, an initial meeting between the Administrator and evaluator will be conducted. The purpose of this meeting is for the parties to discuss the evaluation procedure and the administrator's goals/job accountabilities. Any concerns the evaluator may have concerning the past performance of the Administrator will be noted, in writing, along with specific suggestions for improvement.

Within thirty (30) days of the initial meeting, the Administrator and the evaluator will meet to review the goals/job accountabilities and establish any timelines for completion.

An in-progress review meeting will be held to discuss the Administrator's progress towards the established goals. At this time, goals/job accountabilities and timelines may be mutually changed. If in the opinion of the evaluator, the Administrator is not meeting the established expectation, the concerns and specific suggestions for improvement will be placed in writing. When concerns are placed in writing, progress review meetings will be scheduled as necessary, in the opinion of the evaluator, in order to ensure close communication and secure the evaluator's assistance in improving the Administrator's performance.

By April 30, the final performance review will be completed. Administrators will be given their written evaluation instrument forty-eight hours prior to the performance review.

E. Additional Provisions

1. Formal monitoring or observation of the work of an Administrator shall be conducted openly with the full knowledge of the Administrator. Any survey instrument used for evaluation purposes will be administered and compiled jointly by the Administrator and Superintendent.
2. A mentor may be appointed to assist the administrator in meeting the evaluator's expectations.
3. At the discretion of the Administrator, an Association representative may attend the evaluation meeting with the evaluator.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

- A. A "Grievance" is an alleged violation of the express terms of this Agreement by an Administrator or Mason Administrators' Association.
- B. The term "day" as used herein shall mean Monday through Friday except when a holiday shall fall on one of those days.
- C. When submitting a written grievance, the grievant will provide the following information on a grievance:
  1. It shall be signed by the grievant.
  2. It shall contain the date of the alleged violation.

3. It shall be specific.
4. It shall contain a summary of the facts giving rise to the alleged violation.
5. It shall cite the section(s) or subsection(s) of this Agreement which are alleged to have been violated.
6. It shall specify relief requested.

Any grievance not substantially in accordance with the above shall be rejected as improper and shall not extend the time limits contained herein.

- D. Any matter involving the content of the evaluation shall not be grievable. Non-renewal of an Administrator's contract shall not be grievable as the bargaining unit member has redress in the court system. Non-extension shall be handled in accordance with Section H.

Any grievance considered under this procedure must be initiated within five (5) days of its alleged occurrence.

- E. **Step One** - An Administrator may initiate a grievance by first discussing the matter with the Superintendent or his Designee. If the matter cannot be resolved orally, it shall be reduced to writing and submitted to the Superintendent within five (5) days of the oral discussion. The Superintendent shall respond in writing within five (5) days of receipt of the written grievance.
- F. **Step Two** - If the response of the Superintendent is not satisfactory, the Administrator may appeal to the Board of Education within five (5) days of the date of the Superintendent's response. The appeal shall be to the Secretary of the Board who shall transmit the appeal to the Board of Education at its next regularly scheduled meeting. The Board or a designated Board committee will hear the grievance within twenty (20) days of that meeting. The Board shall render its final decision no later than ten (10) days from the date of the hearing. The Board's decision shall be final in this grievance procedure. Thereafter, the Administrator/Association may seek redress in the court system.
- G. The time limits stated herein shall not be extended except by written mutual agreement between the Association and the Administration.
- H. If the Board shall determine not to extend the Administrator's contract it shall adopt a resolution informing the Administrator of its decision. Upon request of the Administrator, it shall afford the individual a hearing before the Board to discuss the reasons for non-extension.

## **ARTICLE X**

### **WORK SCHEDULE**

Annual contracted workdays by administrative position are listed below. The holidays of Labor Day (1), Thanksgiving (2), Christmas Eve/Christmas Day (2), New Years' Eve/New Years' Day (2), Mid-Winter Break (2), and Memorial Day (1) are credited as workdays.

High School Principal	230 days
Middle School Principal	230 days
High School Asst Principal	220 days
Middle School Asst Principal	220 days
Elementary Principal	220 days
Special Education Director	220 days
Athletic Director	220 days

In addition, the administrator may work an additional five (5) days in a contract year with the prior written approval of the superintendent at the daily rate.

The administrators will have the same work schedule as the teachers for Parent-Teacher Conferences.

**ARTICLE XI**  
**INSURANCE/LEAVE BENEFITS**

The Board of Education shall remit premiums to provide all Administrators insurance coverage for a full twelve (12) month period that is at least equal to the medical, dental, vision, life insurance, and long-term disability coverage as the Teacher Association. Administrators electing the Plan A Package will contribute **\$60.00 (sixty dollars)** per month toward the premiums. Administrators who do not elect Plan A will select Plan B.

Plan A

MESSA Tri Med

Delta Dental Plan 80/80/80/80; **\$1,500**

\$30,000 Life Insurance with AD&D

Vision Care, VSP-III+

Long Term Disability (LTD) 90 day modified fill, 66 2/3%, \$6,000.00 monthly maximum

- or -

Plan B (In lieu of health insurance)

\$300.00 cash per month

Delta Dental Plan 80/80/80/80; **\$1,500**

\$30,000 Life Insurance with AD&D

Vision Care, VSP-III+

Long Term Disability 90 day modified fill, 66 2/3%, \$6,000.00 monthly maximum

- A. The Board shall provide, without cost to the Administrator, the opportunity to utilize the benefits of a Child/Dependent Care Spending Account, a Medical Spending Care Account, and Cash in Lieu of Health Insurance as provided for in Section 125 and 129 of the Internal Revenue Code. The program shall be devised mutually by the Board and the Association and will be in accordance with IRS rules and regulations. In the event that IRS regulations, federal law, or state law regarding these programs are changed, the Board and the Association shall meet to rewrite the program to comply with changes in the law.

In accordance with IRS regulations, any money deducted and not claimed for reimbursement cannot be returned to the Administrator. The school district shall retain the portion of such excess funds needed to fund the administrative costs of the programs. Any additional monies, including interest earned on those monies, shall be put into a scholarship fund for students.

- B. Sick Leave Benefits

Each Administrator shall upon employment with Mason Public Schools be credited with seventy-two (72) days of sick leave. During the first six (6) years of service additional yearly sick leave allotments of twelve (12) days per year will not be granted. Upon completion of six (6) years of service, the Administrator will be credited with all unused sick leave and thereafter, yearly sick leave allotments of twelve (12) days will be granted with no limit as to accumulation of days. At the beginning of every school year, each administrator shall be credited with three (3) personal business days. The personal business days herein granted when used shall be deducted from the sick leave.



C. Earned Days

Upon the completion of three years as an Administrator in the Mason Public Schools, an individual who has accumulated at least thirty (30) sick days and misses two days or less the previous year will be granted an "earned day." Earned days may be used at any time during the year upon application to and approval by the Superintendent. A maximum of five (5) earned days may be accumulated. The use of an earned day shall not be counted as part of any other leave, and the employee may elect to be compensated at the rate of \$100 per day rather than take the time off.

**ARTICLE XII**  
**PROFESSIONAL IMPROVEMENT**

- A. Professional improvement of Administrators is encouraged. It is understood that no reasonable request for professional improvement shall be denied as long as funds are available. These activities will be congruent with the District's curriculum and leadership goals. Prior approval by the Superintendent is required.
- B. The Board shall pay dues to a state and national professional organization. Dues paid on behalf of the Administrator will be deducted from the Administrative inservice account. Organizational membership shall be related to the Administrators' professional duties and responsibilities.
- C. The Board agrees to reimburse any administrator for the costs incurred for tuition, books and supplies associated with up to four (4) credits of graduate level coursework in any one year. The employee will only be reimbursed if a passing grade is earned. One year is defined as beginning July 1 and ending June 30 of the next calendar year. Reimbursement will be contingent upon the Superintendent's decision as to whether the course is related to the administrator's responsibilities.

**ARTICLE XIII**  
**PHYSICAL EXAMINATION**

Under the terms of this contract, the Board of Education agrees to pay all charges not covered by the insurance company for a physical examination. Should an executive physical be desired, the Administrator must arrange to have said physical on her/his own time. A maximum of one physical every two years will be reimbursed.

**ARTICLE XIV**  
**WAGES**

(See Schedule – Attachment C)

**ARTICLE XV**  
**OTHER PROVISIONS**

- A. The District will attempt to provide leave privileges, insurance and fringe benefits equal to or greater than those provided for other building level professional employees.

The Board will provide additional compensation to administrators annually at the following levels:

**ARTICLE XV**  
**OTHER PROVISIONS**

- A. The District will attempt to provide leave privileges, insurance and fringe benefits equal to or greater than those provided for other building level professional employees.

The Board will provide additional compensation to administrators annually at the following levels:

Assistant Principals/Athletic Director	\$2640
Elementary Principals/ Special Education Director	\$2790
High School and Middle School Principals	\$2940

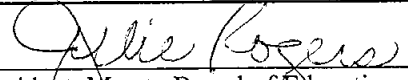
This compensation is not to be reflected in the salary schedule and may be used for any of the following: term life insurance, universal life insurance, variable adjustable life insurance, annuity, or cash. Effective July 1, 2006, the cash option will be eliminated.

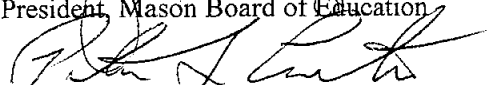
- B. Administrators are entitled to terminal leave pay of 1% of their salary schedule for the year the Administrator leaves the District for each year of service to the District, provided the bargaining unit member has been employed as an Administrator in the District for 5 years. The Administrator need not enter the retirement system to receive terminal leave pay. Administrators terminated by the Board are not eligible for termination pay.
- C. If the District offers a retirement incentive, the Association will be notified.
- D. The Board will reimburse administrators per the rate established in Board Policy for mileage required to perform their duties. Furthermore, administrators will receive a stipend of \$55.00 (fifty-five dollars) for any miles exceeding 1000 (one thousand) in a contract year and an additional \$27.50 (twenty-seven dollars and fifty cents) for each 500 (five hundred) miles thereafter.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

The duration of this Agreement shall be three (3) years, commencing July 1, 2004 and terminating June 30, 2007. The parties agree to economic (total compensation) re-openers for the 2005-06 and 2006-07 school years.

**FOR THE BOARD OF EDUCATION:**


  
\_\_\_\_\_  
President, Mason Board of Education

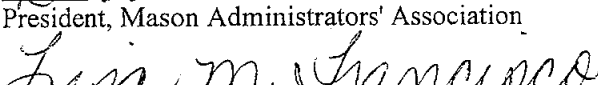
  
\_\_\_\_\_  
Secretary, Board of Education

11-17-04  
Date

11-15-04  
Date

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
President, Mason Administrators' Association

  
\_\_\_\_\_  
Representative, Mason Administrators' Association

11/12/04  
Date

11/12/04  
Date

**MASON PUBLIC SCHOOLS**  
**ADMINISTRATIVE PERFORMANCE**  
**EVALUATION FORM**

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Date of Employment \_\_\_\_\_

**RATING SCALE**

- |             |                     |
|-------------|---------------------|
| 1 Excellent | 4 Needs Improvement |
| 2 Good      | 5 Unsatisfactory    |
| 3 Average   | NA Not Applicable   |

Evaluation Period: From \_\_\_\_\_ through \_\_\_\_\_

<u><b>PERFORMANCE FACTORS</b></u>	1	2	3	4	5	
1. Personnel Administration and Evaluation						
2. Building/Program Management						
3. Curriculum Leadership						
4. Staff Development						
5. Communication and Relationships						
6. School Improvement						
7. Student Motivation and Recognition						
8. Professional Development						

Evaluator's Comments:

---

---

---

---

---

---

---

---

---

---

---

---

Principal \_\_\_\_\_

Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT B**

**ADMINISTRATIVE SENIORITY**

**2006-07**

<u>Name</u>	<u>Admin</u>	<u>District</u>	<u>District</u>	<u>Admin</u>	<u>Salary Step</u>	<u>Salary Amount</u>
Bohl, Jeffrey HSAP	0	0	08/01/06	08/01/06	2	\$77,058
Dean, Kathy EP	6	6	07/01/00	07/01/00	4	\$82,769
Delbridge, Lance HSP	9	9	10/13/97	10/13/97	7	\$96,135
Disbro, Deb SED	7	7	08/01/99	08/01/99	7	*\$88,603
Francisco, Lisa EP	5	5	08/01/01	08/01/01	4	\$82,769
Kinzer, Marcy EP	5	10	08/28/96	10/15/01	4	\$82,769
McConeghy, Daniel MSP	6	6	10/25/00	10/25/00	4	\$89,390
Pitman, Jeff AD	3	14	8/28/92	08/01/03	3	\$79,085
Prelesnik, Mike MSAP	3	6	08/28/99- 6/7/01	08/01/03	4	\$80,285
Stanley, Gina EP	5	29	09/01/77	01/07/02	19	\$86,080
Toodzio, Nick HSAP	2	2	10/12/04	10/12/04	2	\$77,058

\* Includes additional \$2500 for Educational Specialist or Doctoral Degree

**ATTACHMENT C**

**MASON PUBLIC SCHOOLS  
2006-07 SALARY**

% increase = 1.75%

	<b>Exper.</b>	<b>EP</b> 220 days	<b>MSAP</b> 220 days	<b>MSP</b> 230 days	<b>HSAP/AD</b> 220 days	<b>HSP</b> 230 days	<b>SED</b> 220 days
	0	74,490	72,256	80,450	73,003	85,644	76,726
	1	76,561	74,263	82,686	75,030	88,043	78,858
	2	78,629	76,273	84,920	77,058	90,423	80,987
	3	80,699	78,277	87,154	79,085	92,804	83,119
	4	82,769	80,285	89,390	81,113	95,183	85,250
	Factor	1.00	0.97	1.08	0.98	1.15	1.03

<b>Longevity</b>							
Factor	Years						
1.01	7	83,597	81,088	90,284	81,924	96,135	86,103
1.02	11	84,424	81,891	91,178	82,735	97,087	86,955
1.03	15	85,252	82,694	92,072	83,546	98,038	87,808
1.04	19	86,080	83,496	92,966	84,358	98,990	88,660

Add an additional \$2,500 for any Association member that has earned an Education Specialist or Doctoral degree

The longevity steps are for administrative experience in the district. Individuals who have teaching experience in the district and move directly into a district administrative position, will have their total years used for determining longevity after the completion of five administrative years (0-4 steps).

**ATTACHMENT D**  
**Sample Individual Contract**

Account: **NUMBER**  
Building: **NAME**

**MASON PUBLIC SCHOOLS**  
**Administrative Contract**

**THIS AGREEMENT**, entered into this 1st day of August **YEAR**, between the Mason Board of Education, hereinafter called "Board", and **NAME** hereinafter called "Administrator."

**WITNESSETH:**

1. The Board agrees to employ the Administrator for a term of two (2) years, from July 1, **YEAR**, to June 30, **YEAR**. The current assignment at the time of entering into this Agreement is Elementary Principal. In that position the Administrator shall work 220 days each fiscal year.
2. The Administrator hereby accepts said employment for the term specified in paragraph 1, and specifically represents to the Board of Education that he/she is certified and qualified under the laws of the State of Michigan to perform the duties of Elementary Principal.
3. The wages, hours and working conditions of the Administrator including rights of layoff and transfer as well as salaries and fringe benefits are as stated in the Master Agreement now in effect between the Board of Education and the Mason Administrator's Association. Salary for the current year will be **\$AMOUNT**.
4. The Board agrees to pay the Administrator the wages specified in paragraph 3 on a bi-weekly basis in equal installments, commencing with the first payroll in August and ending with the last payroll in July.
5. This contract shall be deemed to have been renewed for a period of one (1) year unless the Board shall have given written notice to the contrary ninety (90) days prior to its termination date of July 1, **YEAR** in which case reasons shall be given and a hearing provided if requested in accordance with Section 245 of the School Code of 1976, as amended.
6. The Administrator may terminate this contract by delivering to the Secretary of the Board a written notice of his/her election to resign or retire at least ninety (90) days prior to any anniversary date of this contract.
7. It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in any administrative capacity.

**IN WITNESS WHEREOF** the parties hereto have set their hands this day and year above written.

**BOARD OR ITS DESIGNATE**

**ADMINISTRATOR**

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_