

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

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MFSA
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July 1, 2004 to June 30, 2009

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, and Chief 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.

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. 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 an administrator fails to maintain the necessary standard of such performance or conduct, the administration may be subject to disciplinary action. No administrator shall be disciplined or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. When an 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 employees previous record.
2. Step 1 - Verbal Warning: To protect the Board, the 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 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:

- a. Care should be taken to dress in a manner which reflects well on the district, school and administrative position.
- b. Administrators shall dress in a neat and clean manner befitting the supervisory and management role of the administrator.
- c. 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. (Forty [40] weeks - fifteen [15] days; forty-eight [48] weeks - eighteen [18] days.)
2. All earned but unused sick leave days shall be allowed to accumulate to a maximum of 150 days for ten (10) month personnel and to 180 days for twelve (12) month 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 (10 month personnel) or 180 (12) month personnel) days sick leave may elect payment of \$110.00 for each unused sick and/or business day at the end of each school year for those days in excess of 150/180. In 05/06 it raises to \$120; in 06/07 to \$125; \$130 in 07/08 and for 2008/2009 and thereafter, it will be \$135.00. As an alternative to the annual payout for days in excess of 150/180 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 less than 12 month administrator will be credited with an \$1100 bank. For each leave day used under Article 5, or deduct days used, 25% will be deducted up to the maximum of \$1100. For 12 month administrators the amount will be \$1200 with 25% deducted as above. 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. The first period of bereavement per school year will be allotted without deduction. Leave Days under Article 5 Sections D, E, F, G are also allotted without deduction from the bank.

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 except for just cause.

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 proceeding 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: 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) 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 division (either instructional, or financial). 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. Layoff and Recall

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 classifications which in the judgment of the Superintendent they have the necessary certification to teach at the given level (elementary, secondary, special area), administrative or supervisory experience at the given level or area to fill and the necessary qualifications. Administrators for whom no administrative positions are available, will be laid off from the administrative bargaining unit. Administrative seniority shall be defined as the number of years as an administrator in the district. Exempt administrators shall accumulate administrative seniority as if they were working in the bargaining unit.

2. Exempt administrators shall be able to bump into the bargaining unit. Exempt administrators shall be able to bump provided the individual exempt administrator has the necessary certification to teach at the given level (elementary, secondary, special area), administrative or supervisory experience at the given level or area to fill, and the necessary qualifications.

3. In applying the above provisions, if there are two or more positions the administrator may bump into, the Board will select the positions to which the administrator is to be assigned.

4. The Superintendent shall notify the affected administrator of the need for change of assignment and shall furnish a list of positions available for which the administrator is qualified and certified, if certification is necessary.

5. If a change of assignment is necessitated due to a reduction in staff or classification, the administrator with the least seniority in the affected classification shall be reclassified.

6. Recall - As administrative positions become available, those administrators reclassified pursuant to the provisions of this section, will be returned to their former classification according to seniority (providing their seniority is unbroken), if they are qualified and certified for the position.

7. No administrator may be bumped into a higher rated classification or exercise their seniority to return to a higher rated classification.
8. To be eligible to be recalled or assigned, the administrator must be capable of assuming the administrative duties within thirty (30) calendar days. If the administrator is on an approved medical leave, the administrator must be able to assume the position within ninety (90) calendar days. Non-probationary administrators shall retain seniority while on layoff for at least three (3) years but not greater than the period of time equal to their accumulated seniority. 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.
9. The seniority list shall be updated September 1st. Administrators must update their certification and current experience by September 1st. In a layoff and recall, an administrator may only be classified as having sufficient qualifications to bump another administrator upon joint agreement by the parties as stated in a list of certification, qualifications and seniority. An arbitrator may not rule that an administrator is qualified to bump another administrator unless the parties have so agreed.

ARTICLE IX - EVALUATION

- A. Instruments: It is understood that each 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 an 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 administrator and the senior administrator shall sign the evaluation only after the Superintendent has completed his summative commentary. If the subordinate administrator is not in agreement with some portion of the evaluation, the 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 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 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 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 administrator to be signed by both the administrator and evaluator.
 2. If there is a second notification of the same performance inadequacies needed, the 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 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 an 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 administrator's option, the administrator shall be granted a meeting with the Superintendent to discuss fully the matter.
6. The 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 administrator, a member of the MFSA may be present.
8. Should the 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.

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 not 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. Each administrator in the bargaining unit, who is not on the Probationary Status, may be given an individual contract consistent with state statute.

B. 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. 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.

C. 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

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

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.

D. 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. Individual members may choose to maintain the MESSA Super Care 1 plan with \$2.00 prescription co-pay and pay the difference in the premium between the provided plan and the optional plan.
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.

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 \$50,000 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.
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.

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.

F. Terminal Leave

1. 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 \$250 for each year of service in Monroe. This amount will increase to \$275 in 2005/06; \$300 in 2006/07; \$325 in 2007/08; and \$350 in 2008/09. In addition, up to 113 days of accumulated sick leave (135 for 12 month administrators) will be paid at the rate of the unused sick leave.

G. 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.

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

I. 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.

J. Non-certified administrators who pursue college courses related to their job functions are eligible for tuition reimbursement up to \$250.00 per course. The administrator must obtain school district approval prior to registering for the course. The school district shall not be obligated to pay more than \$1500.00 per year.

K. Administrators will be given \$350.00 each year for expenses for such things as organizational dues (not including union dues) or other fees associated with their professional duties. In the 2005/2006 year this will increase to \$400; in 06/07 to \$450; in 07/08 to \$500, and in 08/09 to \$550. As an option, the administrator may choose to have the total amount added to the salary at the beginning of the year.

L. Beginning in the 2005/06 fiscal year, the district will set aside an amount equal to 1% 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. This percentage will change to 2% in 2006/07; 3% in 2007/08; and 4% in 2008/09.

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. Normally, all ten (10) month administrators shall report to work no later than eight (8) days before students report. 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.

B. All ten (10) month administrators shall remain on duty for a total of two hundred (200) days per year. The days assigned following school closing shall be agreed upon between the building administrators and the supervisor and can be allotted throughout the summer when the need arises. The district may request mandatory attendance on an additional two days in either June or August 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 10 month, nor earlier than one week prior to the beginning date of the next work year. 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. In addition, 10 or 11 month administrators may request to adjust some or all of the winter break period as work days in lieu on other non-student class days or in-service days. Such requests 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.

C. It is recognized that individual administrators may be on call during the summer for staffing, interviews, or other matters of critical importance to the administrator.

D. 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 fifteen (15) days of vacation per annum which can be used only after earned the first year. One day per will be added up the maximum of twenty (20) days vacation.

b. Unused vacation days will be paid out to administrator at the daily 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.

c. Twelve month school administrators are requested to use vacation days when classes are not in session. Limited vacation days 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.

2. Recognized National Holidays of New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Days preceding and following shall be worked unless specifically negotiated not to work.

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 positions of Operations Supervisor, Custodial Supervisor, and 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.
4. In computing per diem pay, total yearly salary will be divided by all duty days (200) for ten (10) months; (220) for eleven (11) months; and (240) for twelve (12) months.

H. 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.

I. Ten-month administrators shall be required to report for work during the first five snow days and shall not, at a later date, be required to make up any of the five snow days for which they had reported to work. For each snow day in excess of the first five, ten-month administrators will not be required to report for work but will be required to work an additional day without additional compensation.

**Monroe Public Schools
10-month Administrator Work Calendar
2004/2005**

<u>Month</u>	<u>Date</u>	<u>Comments</u>	<u>Work Days</u>
August	9	Return to Work	17
September	• 6	Labor Day Recess	21
October			21
November	• 25/26	Thanksgiving Break	20
December	17	Christmas Break begins at the end of the day	13
January	3	Return to work	21
February	• 21-25	Winter Break	15
March	• 25-31	Easter Break	18
April	• 1	Easter Break	20
May	• 30	Memorial Day	21
June	17	Last Day to Work	13
Total Days:			200 Days

- 10 month administrators do not work these days.

Note: The Master agreement allows for up to five (5) additional work days; two scheduled by central office and three by the individual 10-month administrators.

Calendars for subsequent years of this contract will be developed and distributed before June 30 of each year.

**Monroe Public Schools
12-Month Administrators
2004/2005**

<u>Month</u>	<u>Date</u>	<u>Event</u>	<u>Work Days</u>	<u>Holidays</u>
July	• 5	Independence Day (paid)	21	1
August			22	
September	• 6	Labor Day (paid)	21	1
October			21	
November	• 25/26	Thanksgiving (paid)	20	2
December	• 23/24/27/ 30/31 20/21/22/28/ 29	Paid Holidays Work Days	18	5
January			21	
February			20	
March	• 25	Good Friday (Paid)	22	1
April			21	
May	• 30	Memorial Day (Paid)	21	1
June			22	
Total Work Days:			250	
Holidays			11	
Total Paid Days:			261	
Total Work Hours:			2088	

- 12-month administrators do not work these days

Calendars for subsequent years of this contract will be developed and distributed before June 30 of each year.

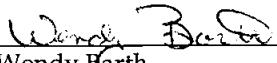
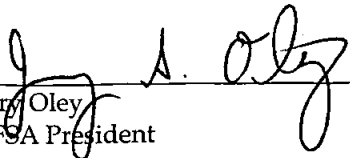
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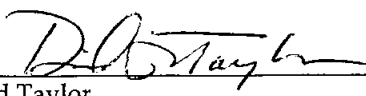
ARTICLE XVI - DURATION OF CONTRACT

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, 2004 except as otherwise noted in this agreement. All other benefits shall be effective the date of ratification, and shall continue in full force and effect until June 30, 2009.

Monroe Board of Education

Monroe Federation of School Administrators

	
Wendy Barth	Jerry Oley
Board President	MFAA President
11/10/04	12-28-04
Date	Date

	11-10-04
David Taylor	Date
Superintendent	

ARTICLE XVII - SALARY SCHEDULE

A. All administrative salaries shall be paid in twenty-six (26) biweekly payments according to the attached schedules at the appropriate grade and step.

B. For the 2004/05 fiscal year there will be a freeze in salary first semester and a 1% increase on the salary schedule implemented second semester for 10 and 11 month administrators and January 1, 2005 for 12 month administrators, non retroactive. The Revised Compensation Formula for years 2005/06, 2006/07, 2007/08, and 2008/09, as attached, will be used as the basis for wage adjustments.

C. Classifications are based upon job expectations in effect at the time of this ratification. The attached salary schedule may not be reduced without the mutual consent of the parties. Significant alterations in the job duties assigned to individual bargaining unit members may require an increase in an individual's compensation. Whether such an increase is required as well as the amount of the increase in compensation must be bargained by the parties. If significant responsibilities are added to an assignment and diminish an administrator's ability to satisfactorily perform all aspects of the assignment, performance expectations will be moderated in relationship to the additional responsibilities. Failure of the Association to request an increase in compensation when significant alterations to an assignment have occurred shall not constitute a past practice.

D. Advanced degrees will be compensated as follows: Specialist - 2% Doctorate - 3%
This is to be added to the amount as shown on the grid of salaries.

ADMINISTRATOR SALARY SCHEDULE

2004/2005

2004/2005

First Semester Freeze

Second Semester 1%

POSITION	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
Monroe High School Principal	86,334	88,112	91,659	87,197	88,993	92,576
Monroe Middle School Principal	83,665	86,334	89,861	84,502	87,197	90,760
Cantrick Middle School Principal	82,771	85,443	88,962	83,599	86,297	89,852
Secondary Assistant/Director (10 months)	67,807	71,464	75,844	68,485	72,179	76,602
Secondary Assistant/Director (11 months)	73,067	76,138	79,988	73,798	76,899	80,788
Secondary Assistant/Director (12months)	79,294	82,814	87,162	80,087	83,642	88,034
Elementary Principal (31+ teachers)	69,589	73,957	79,078	70,285	74,697	79,869
Elementary Principal (16-30 teachers)	68,294	72,419	77,279	68,977	73,143	78,052
Elementary Principal (15 or less teachers)	67,807	71,284	75,482	68,485	71,997	76,237
Elementary Assistant Principal	65,299	69,144	73,687	65,952	69,835	74,424
Transportation General Supervisor	61,000	64,000	67,000	61,610	64,640	67,670
Operations General Supervisor	61,000	64,000	67,000	61,610	64,640	67,670
Custodial and Maintenance Supervisors	46,408	49,393	52,950	46,872	49,887	53,480
Community Education Coordinator	34,721	36,517	38,771	35,068	36,882	39,159
Child Care Coordinator	49,408	52,393	55,577	49,902	52,917	56,133
Music Coordinator	34,147	36,209	38,639	34,488	36,571	39,147

Music Coordinator is compensated at 1/2 the Elem. Prin. (16-30) schedule.

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E. Longevity: Longevity will be given for all years in K-12 education. The individual administrator has an option to receive this money in Board purchased annuity. Longevity will be increased in the 2004/05 fiscal year and the 2005/06 fiscal years according to the scale below:

<u>Years</u>	<u>2004/05</u>	<u>2005/06</u>
5-10	\$1400	\$1500
11-15	\$2100	\$2200
16-20	\$3100	\$3200
21-25	\$4000	\$4200
26+	\$5200	\$5500

In subsequent years after 2005/06 the longevity amounts will be increased at the same percentage as the base salaries.

Note: If the foundation grant is adjusted at any time during this fiscal year, the salary schedule will be adjusted by a like percentage after meeting with the MFSA to discuss the impact of the adjustment.

Compensation Formula

For the 2004/2005 fiscal year the basic salary schedule will be set at 1% of the wage scale and will be implemented in the second semester, non retroactive. In the subsequent years of the contract the formula will be enacted based on a total package concept with an adjustment based upon the official FTE September enrollments as outlined below.

For school years 2005/06 through 2008/09 of the contract there shall be a salary adjustment. It is the intent of the parties to use the following formula as a guide to determine the total compensation package.

1. The total compensation package percentage shall increase the same as the per pupil basic foundation grant with the following provisions:
 - a. Shall include the costs of any mandated programs.
 - b. Shall include other fixed costs including but not limited to, retirement, FICA, increments, classification changes, worker compensation, and all personnel costs related to the administration group.
 - c. Also to be considered and included is the student count for any adjustments after verification of the fall count as follows:
 - For 2005/06 we will use the official count from September 2004 as verified by the ISD as the base. The same concept will be used in 2006/07 through 2008/09
 - If at the official September student count we fall 50-100 less students (FTE's) than in 1, there will be a proportionate reduction of ½% on the salary base.
 - If at the official September student count we increase 50-100 more students (FTE's) than in 1, there will be a proportionate increase of ½% on the salary base.

- Staffing increases or decreases will be absorbed first. Every attempt will be made to absorb losses through attrition before impacting the compensation package.
 - Adjustments in the compensation package in these years will be determined and implemented by or before the first pay period in December.
2. A further factor to be considered will be the general fund balance as determined by the district's independent auditor. As each year's audit is completed and reported to the Board any increase in the fund balance in excess of 10% of the budget (based upon unexpended funds remaining after all liabilities covered) shall be shared as follows:
- a. Budget carryover for buildings and major departments (not to exceed in the aggregate, 15% of the fund equity), as well as the warehouse inventory is exempt and will not be counted as excess. In addition, the 1997 audited carryover for computers and professional development which is not expended will not be counted as excess.
 - b. 50% of the excess over 10% of the budget will be shared with the administrative group based upon a formula utilizing a pro rata percentage of the administrative compensation percentage of the district compensation budget.
 - c. For each year the employee has been an administrative employee for Monroe Public Schools, the employee will receive 1 point including their current year. The total points will be added together and divided by the available amount of dollars and the dollar amount will be assigned to each point. Whatever number of points each employee has will determine their pay-out with every effort to be completed in December of the current year.
 - d. Any stipend under this section will not increase an employee's salary for the following year and a stipend paid in one year should not create an expectation of any stipends being paid in future years.
3. The parties recognize that any dispute which arises from the application of this salary computation formula shall be processed through negotiation, mediation/fact finding, not the grievance procedure.
4. It is understood that any negative impact on wages by this formula will not allow for salaries to be reduced below the level of the previous year. In addition, once wages are set by the formula for the fiscal year, the salary will not be reduced.
5. At any time during the life of this agreement should the Board negotiate a different compensation formula with any other group that would be advantageous to MFSA, the parties agree to allow MFSA to request and receive the same changes in this revised current compensation formula.

LETTER OF UNDERSTANDING
MFSA
OCTOBER 26, 1979

1. It is specifically recognized by the parties that an employee may be assigned or transferred either within or outside the bargaining unit provided their classification rate is maintained on the Administrative Salary Schedule including all MFSA contractual agreements. Administrators assigned pursuant to this provision shall not have waived their other contractual rights or status with the MFSA bargaining unit.
2. The parties have negotiated a level of benefits with regard to vision and dental. Therefore, if vision and dental coverage is provided by the school district, it is immaterial if the coverage is listed in the employee's name or the spouse's name.
3. That the Association shall be provided a copy of said individual contracts. The individual contracts shall be consistent with the Agency Shop clauses bargained in this Master Collective Contract.
4. The employer will furnish the union a seniority list of employees within 45 days of the ratification of this contract.
5. This Letter of Understanding shall be grievable and considered part of the contract.

Amendments to the 1979 Letter of Understanding agreed to in 1997.

Amendment A-Related to #1 above: 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 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.

Amendment B: As a matter of clarification the parties agree that Administrators who are demoted due to documented deficiencies under Article IX - Evaluation, will be assigned to a teaching position as required under the tenure law shall be compensated based upon the teacher master agreement. 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.

Letter of Understanding

The following is an agreement between the parties to alter language in the master agreement between Monroe Public Schools and MFSA.

In view of the fact that the MPS Board of Education has approved a resolution to provide 401-A tax deferred accounts, the following will now alter language related to lump sum terminal leave payments provided for in the master agreement.

1. All members of the MFSA who qualify for lump sum terminal leave payments will have that full amount paid into the established district 401-A account in their name.
2. Such payments will be made immediately upon final termination.
3. Once said termination pay is deposited into the 401-A account the employee will have the option of cashing in the account, a rollover to another tax deferred account, or remain in the initial 401-A account.
4. This language will super cede any and all conflicting language in the current 2002/03 master agreement and subsequent master agreement language will reflect this change.

The parties below agree to the language changes as outlined above and that said changes will be effective with the passage of the Board resolution on May 13, 2003.