

MABA - MAPS, 2010-2012 CONTRACT

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ARTICLE I – RECOGNITION

The Marquette Area Public Schools (Board) hereby recognizes the Marquette Area Building Administrators (MABA), in accordance with the applicable provisions of Act No. 379, as amended, as the exclusive collective bargaining representative for the personnel employed by the Board as building administrators (principals and assistant principals), as follows. Position titles in the MABA membership and covered by this Agreement are:

High School Principal
Middle School Principal
Assistant Principals
Elementary School Principals

The Board agrees not to negotiate on matters covered by the law with any administrative organization other than the MABA for the duration of this agreement. However, nothing contained herein shall be construed to prevent any individual building administrator from presenting an individual grievance and having that grievance adjusted without intervention of the MABA, provided the MABA has been given an opportunity to be present at such adjustment and provided the adjustment is not inconsistent with the terms of this agreement.

The Board agrees to continue its policy of non-discrimination against building administrators on the basis of race, creed, color, age, national origin, sex, marital status, or membership, participation in, or association with any professional education organizations.

ARTICLE II – MABA AND EMPLOYEE RIGHTS

1. The Board, prior to changing or adopting any major job classification duties or work rules having direct and significant application to the employment conditions of building administrators, will notify the MABA, in writing, one month in advance of the scheduled Board action to allow the MABA to make a recommendation to the Board.
2. The MABA shall have the right to use school buildings and facilities for meetings, use of office equipment, and inter-school mail service.
3. The Board agrees to furnish, within a reasonable time, information requested by the MABA, concerning the finances of the District.
4. No building administrator shall be required to perform duties outside the bargaining unit on a regular basis unless mutually agreed upon between the Board and the MABA.
5. Tenure in position as a building administrator is denied with the exception that building administrators who presently have administrative tenure will be grand-parented.
6. Building administrators who have served the probationary period for teacher tenure with the MAPS, and who have met all other qualifications for teacher tenure, will have teacher tenure to the extent provided by the State Tenure Act. If removed from a Building Administrator's position, the building administrator will be given credit on the Salary Schedule of the Marquette Area Public Schools teacher's bargaining unit consistent with the total number of years served in the District in a position which required a teaching certificate.
7. Any building administrator shall have the right to inspect his/her District Office personnel file upon proper notification to the Superintendent or his designee.
8. Each building administrator shall have the responsibility and authority to assign building staff to best meet the overall needs of the students. For assignment purposes,

building staff shall not include personnel (professional or other) performing service in Special Education or personnel (professional or other) performing service in more than one building on a regular basis. Such assignment will be made by the Superintendent or his/her designee, considering the advice of the affected building administrators, in accordance with Board Policy and any applicable Master Agreement.

ARTICLE III – BOARD RIGHTS

SECTION 1

The Board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, or permitted by the laws and the constitution of the State of Michigan and of the United States including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of all of its staff;
- B. To hire all staff and, subject to the provisions of the law; to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; to promote and transfer all such staff, and to establish, amend and enforce policies, and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs, or other controlled substances;
- C. To decide upon the means and methods of work; and,
- D. To determine schedules and hours of work, and the duties, responsibilities, and assignments of staff with respect thereto.

SECTION 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and the laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE IV – VACANCIES AND PROMOTIONS

1. Vacant administrative positions, including newly created positions, shall be shared in writing with all building administrators. The communication shall contain the responsibilities and duties of the position and set forth the desired qualifications.
2. Building administrators who apply for any bargaining unit position for which they are qualified by training and/or experience shall be interviewed. For administrative positions outside the bargaining unit, MABA candidates shall be given preference for an interview over candidates outside the bargaining unit.

ARTICLE V – REDUCTION IN FORCE

When the number of building administrator positions is to be reduced, the building administrator(s) affected shall be determined by the following factors (listed in order of priority):

1. Educational considerations of the District.
2. Qualifications of the building administrator(s).
3. The number of years of administrative experience in the District.
4. Certification of the building administrator(s) if required by Michigan statutes or Board policy.
5. Building administrator's satisfactory experience as a building administrator in the District.
6. Building administrator's satisfactory experience in a building administrative position.

For this purpose, the definition for qualification of a building administrator includes, but is not limited to, consideration of the following:

1. Evaluations
2. Accomplishments in the building administrative position assignment.
3. Educational background and accomplishment.
4. Accomplishments in establishing positive relationships with students, parents, and other MAPS personnel.

ARTICLE VI – EVALUATION AND DISCIPLINE

1. Each building administrator's performance shall be evaluated, at a minimum, on an annual basis by the Superintendent or Assistant Superintendent. Assistant Principals will be evaluated by the Assistant Principal's supervising building principal and/or the Superintendent or Assistant Superintendent.

Job descriptions will be updated by the Superintendent on an annual basis and shall form a part of the basis for performance evaluations.

2. Prior to October 1 of a regular school year, the evaluator (supervising building principal and/or the Superintendent or Assistant Superintendent in the case of Assistant Principal evaluations and Superintendent or Assistant Superintendent for all

other building administrators) shall meet with the building administrator being evaluated to review the performance evaluation process, procedures and timelines and to list the building administrator's initial goals and objectives for that school year (a pre-conference). Copies of the initial goals and objectives will be made available to the evaluatee and the evaluator.

Before the final written evaluation report is completed, the evaluator and the building administrator will meet to discuss the information furnished by the evaluatee or evaluator which demonstrate the building administrator's progress toward his/her goals and objectives (a post-conference).

3. The Superintendent or Assistant Superintendent or supervising building principal in the case of an Assistant Principal will be the only one who will be permitted to enter evaluative documents into the building administrator's personnel file. A final written evaluation report will be completed no later than the building administrator's last day of work for that contract year. Within ten (10) working days, the building administrator may submit a written response to his/her performance evaluation report which shall be incorporated therein and become a part of the evaluation record.
4. A written complaint from any source against a building administrator will be called to the attention of the individual by the Superintendent or another Central Office Administrator within ten (10) working days. No complaint will be placed in a building administrator's personnel file without the knowledge of the building administrator.
5. No building administrator shall be reassigned or reduced in rank or compensation capriciously.
6. No building administrator shall be disciplined or reprimanded without just cause. Just cause shall include, but not be limited to, a "Serious Offense" or a "Major Offense" as defined under the Marquette Area Public Schools Drug and Alcohol Discipline Policy. The provisions of that policy and the Marquette Area Public Schools Drug and Alcohol Testing Policy shall be applied to building administrators as "Drivers" under the policies, and in their capacity as building administrators, except that "Random Testing" shall not apply to building administrators. The "Work Related Period" under each of the aforementioned policies shall, for purposes of application to building administrators, include the building administrator's regular work day and any activity that the building administrator has been previously scheduled to attend but, shall not include times when the building administrator is not anticipated to work, but, has been called out to respond to an emergency situation.

ARTICLE VII – LEAVES OF ABSENCE

1. Personal Days:

Over the life of this Agreement, all building administrators shall earn three (3) personal days per school year. One unused Personal Day may be carried over to the following year with the approval of the Superintendent. Except for illness, or death in the immediate family, personal days may be used only at times when, in the Superintendent's discretion, the building administrator's absence will not be significantly disruptive to normal school operations. Personal Days will be approved in advance by the Superintendent.

2. Sick Leave:

All building administrators employed full-time will have available a total of twenty (20) non-cumulative sick leave days for any school year to be used as defined herein. Building administrators employed less than full-time will have available a total of twenty (20) sick leave days for any school year pro-rated in direct proportion to FTE. Unless used as defined herein, each building administrator's current accumulated sick leave, earned in the District, will be kept in the building administrator's sick leave bank. All such days used in excess of twenty (20) days for any school year shall be deducted from the building administrator's sick leave bank.

Not more than five (5) such sick leave days may be used for illness in the immediate family, and not more than five (5) such Sick Leave days may be used for bereavement in the immediate family; with immediate family defined as spouse, parent of current spouse, child, parent, sibling, sibling of current spouse, aunt or uncle, grandparents, and grandchildren. Building administrators may be required to furnish medical certification for continued or extended illness of more than three (3) days, where the building administrator has accumulated five (5) sick leave occurrences during the current school year, or where the District believes that the building administrator has abused sick leave.

Medical certification as used in this agreement means verification by a duly licensed physician, or other medical personnel acceptable to the District, that they performed a medical examination of the building administrator (or immediate family member) and that the building administrator has the medical ability to perform their work, or that they found demonstrative symptoms substantiating the building administrators inability to perform their or otherwise substantiating the medical opinion given. The medical certification must include the physician's diagnosis and, for immediate family members, the need for the building administrators absence from work. Any requirement in this agreement for medical certification includes medical recertification (s) whenever required by the District. Medical recertification (s) will, unless otherwise specifically provided, be at the building administrator's expense, and will be retained in the confidential medical file.

Medical examination (s) as used in this agreement means physical and psychiatric/psychological examinations to establish or re-establish the building administrator's fitness, or inability, to perform their work.

1. If the District believes that the building administrator is not physically and/or mentally able to perform their work, the District may require the building administrator to undergo a medical examination in accordance with the provisions contained herein.
2. The District shall indicate in writing the reason (s) for requiring an examination, including the conduct of the building administrator that led the District to question whether or not the building administrator was physically and/or mentally able to perform his/her duties.
3. The building administrator shall be examined by a physician selected and paid for by the District.
4. The physician shall provide the District with his/her conclusion regarding whether or not the building administrator is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the building administrator's ability to perform his/her duties. The District shall only be entitled to medical or psychological information directly related to the building administrator's ability to perform his/her duties.
5. If, as a result of this examination, the physician states that the building administrator cannot return to work, the building administrator shall have the right to be examined by his/her own personal physician, at the building administrator's expense.
6. If there is conflict between the opinion of the two physicians, the building administrator shall have the right to a third opinion. The third physician shall be selected and paid for by the District, and shall be from a different facility, corporation, or practice than the first District selected physician.
7. The building administrator shall not lose pay or sick leave for work time lost during testing.
8. The building administrator shall receive a complete copy of all physician's reports or findings. To protect the building administrator's privacy rights, the building administrator shall determine whether or not to provide the District with copies of the physician's reports and findings, except for the information that is required to be provided by #4 stated previously.
9. If, as a result of these provisions, a building administrator is placed on involuntary leave or the District takes other action (s) which the building administrator disputes, the building administrator may utilize the grievance procedure contained in this agreement.
10. These provisions are not intended to restrict any of the building administrator's legal rights, including rights pursuant to Michigan's workers compensation laws.

3. Sabbatical Leave

The Board agrees that if a building administrator has completed seven years of service as building administrator within the District, he/she may be granted a sabbatical leave with Board approval. The building administrator on leave shall receive half pay and fringe benefits as described in Section 2 of Article VII for the period of the leave of up to one school year based on the current salary of the position which he/she holds. While on sabbatical leave, seniority will accrue. Upon return, the building administrator will be restored to his/her former position and be granted credit on the MABA salary schedule. If he or she stays less than 24 months after returning from the leave, he or she will reimburse the District (either directly or by payroll deduction from remaining pay, if any) all compensation and fringe benefits received.

4. Special Discretionary Leave

A special or discretionary leave may be granted under certain circumstances to a building administrator by the Board upon recommendation of the Superintendent.

5. Military Leave

A military leave of absence shall be granted to any building administrator in compliance with applicable laws.

6. Returning from Leave

Except for sabbatical leave, building administrators returning from leave shall be re-employed in a same (or similar) position.

7. MABA shall be notified in writing of the contractual terms and conditions of leaves affecting building administrators.

8. A building administrator on leave for a school year shall notify the Superintendent in writing by March 15 of the year of their leave of their intentions regarding return from leave.

ARTICLE VIII – OTHER

1. The Board will provide up to \$275, for each building administrator, on an annual basis for educational activities approved by the Superintendent. During a multi-year contract, this amount may be combined and used to fund one activity (e.g. the administrator may submit a bill for \$550 to fund one activity during the first or second year of a two year agreement). The administrator agrees to reimburse the District if he/she does not complete their contract.
2. If an emergency administrative vacancy occurs during the year for medical or other reasons, the Superintendent may assign vacant administrative responsibilities to another building administrator as required.
3. Duties normally considered a part of the duties and responsibilities of building administrators which are assigned to personnel outside the MABA shall only be done so with the consultation and approval of the MABA.

ARTICLE IX - PROFESSIONAL COMPENSATION

1. For the 2010-2011 and 2011-2012 school years, steps will be granted to reflect service years as a MAPS Building Administrator.

Salary for the .5 FTE non-administrative portion of the Middle School Assistant Principal responsibilities shall be fixed at the amount equal to 50% of step 14 of the applicable column of the MAEA salary schedule for the corresponding school year. Under this provision Assistant Principals will be expected to work the full days before and after school and flex days as set forth in Article XII. Salary shall be prorated based upon actual FTE assigned. Fringe benefits shall be applied to the full salary amount as defined by this agreement.

2. Fringe Benefits

The Board will contribute toward insurance premiums for District building administrators employed full-time to provide insurance coverage substantially equivalent to:

- A. Health insurance: MESSA Choices II with XVA2 Rider and the \$10/\$20 prescription plan; \$200/\$400 In-Network / \$400/\$800 Out-of-Network deductible; \$20/\$25/\$50 OV/UC/ER; \$10/20 RX. The Employee will pay the following amount per month towards the monthly insurance premium (July 1 – June 30), via payroll deduction of twenty-six (26) pays:
 - Single 20% of the actual premium
 - Two Person 20% of the actual premium
 - Family 20% of the actual premium

- B. A building administrator not electing health insurance will receive, pursuant to the Employer's IRS qualified Section 125 Plan, \$3,120.00 cash per year to be paid in equal payments, which may, to the extent permitted by such Plan, be used to purchase additional optional benefits or annuities from companies acceptable to the Employer. Employees not electing the health insurance package pay 20% of the actual premium per month towards the insurance package.
- C. Dental benefit with Class IA at 90%, Class IB at 90% and Class II at 80% with \$1,000 annual maximums; Class III at 80% with \$1,500 lifetime maximum.
- D. Vision benefit Plan VSP 3 Plus.
- E. LTD benefit based on 66 2/3% of annual salary to a maximum benefit of \$7,500 per month, with a 30 calendar day qualification period.
- F. Term life insurance at two times salary with AD&D, term dependent life insurance at \$2,000.
- G. Survivor Income Plan.
- H. Liability insurance for performance of their duties, except where proven negligent, in the amount of \$7,000,000.00.

The Board will pay premiums for District building administrators employed less than full-time to provide, on a pro-rated basis in direct proportion to actual FTE, insurance coverage substantially equivalent to the foregoing, provided, that eligibility criteria is met. Term life insurance for building administrators employed less than full-time shall be \$25,000.00.

1. The Board will pay dues for one association for all building administrators.
2. Building administrators required to work extra days beyond their normal work year, as defined in Article XII "Work Year", will be compensated at the established daily rate for said extra days.
3. The Board will budget \$5,000 per year for building administrators to attend conferences approved by the Superintendent.
4. Nothing in this agreement would prohibit a building administrator from receiving an award for recognition of excellence in performance pursuant to a policy of the Board of Education.
5. Each year the Board shall pay, by August 31, \$2,200 into an annuity of the building administrator's choice.

ARTICLE X - GRIEVANCE PROCEDURE

1. Definition

- a. A “grievance” is a dispute or claim involving only the application or interpretation of this agreement.
- b. Any grievance not filed within five (5) working days from the time the member knew or should have known of the alleged violation, if they exercised reasonable diligence and attention to the matter, shall be considered automatically closed. In no event shall the grievance be presented more than thirty (30) calendar days from the date of the occurrence or non-occurrence. The term occurrence or non-occurrence shall be deemed to include the time at which such action is effectively taken by the District notwithstanding that actual implementation of such action may take place at some future date.
- c. The term “building administrator” may include a group of building administrators who are similarly affected by a grievance.
- d. The term “days” when used in this Article, except as otherwise indicated, means Monday through Friday inclusive. However, except for the summer recess, legal holidays and all other recesses shall not be counted as days under this section.

2. Purpose

The primary purpose of this procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

3. Procedure

- a. Level One: The building administrator with a grievance shall first discuss the matter with the Superintendent, or his designee, alone or with his/her representative present, with the objective of resolving the matter. The Superintendent shall make his/her decision known within ten (10) days following said conference.
- b. Level Two: If the grievance is not satisfactorily resolved by Superintendent, the MABA may, within ten (10) days, refer the grievance to the Personnel Committee. The Personnel Committee shall schedule a meeting on the grievance. A meeting shall be held within thirty (30) calendar days, and the decision shall be reached within ten (10) days after the meeting.
- c. Level Three: If the grievance is not satisfactorily resolved by the Personnel Committee, the MABA may, within ten (10) days, appeal the decision to impartial arbitration by sending a request to the American Arbitration Association requesting their services. The selection of an arbitrator and conduction of the

hearings will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fees, if any, of the impartial arbitrator shall be shared equally by both parties.

4. Arbitration

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

The Arbitrator:

- a. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- b. Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
- c. His/her powers shall be limited to deciding whether the District or the MABA or the building administrator has violated the express written articles or sections of this Agreement, and shall not imply obligations and conditions binding upon the District or the MABA from this agreement.
- d. There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on the MABA, its building administrators, the employee or employees involved, and the District.
- e. The fees and expenses of the arbitrator shall be shared equally by the District and the MABA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- f. All grievances must be filed in writing within five (5) working days from the time the member knew or should have known that the alleged violation had occurred. The District shall not be required to pay back wages more than five (5) days prior to the date a grievance is filed.
 1. All claims for back compensation shall be limited to the amount of wages that the building administrator would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay claim.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE XI – WORK YEAR

As salaried staff, the work year for all building administrators shall include all days that teaching staff are scheduled, or required to be present. Act of God days (scheduled days of student instruction which are not held because of conditions not within the control of

the school authorities) shall not be considered as scheduled or required teaching staff days, and may require the MABA work year to go beyond June 30 without additional compensation.

Full and part-time building administrators shall be expected to report according to the following schedule:

	<u>EL</u>	<u>MS</u>	<u>HS</u>	<u>A/P</u> *
Total days	209	213	226	206

Grades 6-12 building administrators shall be expected to report at least fifteen (15) work days prior to the first student attendance day. Grades K-5 building administrators shall be expected to report at least twelve (12) work days prior to the first student attendance day, two of which may be used for day-long meetings as called by the Superintendent or designee. Assistant Principals shall report ten (10) work days prior to the first student attendance day. All building administrators will remain at least ten (10) work days after the last student attendance day; work all days school is in session and all professional development days. The remaining work days shall be flex days (EL 4; MS 5; HS 18; A/P 3). Prior to July 1 each year, all building administrators will individually establish tentative flex day schedules, to be approved by the Superintendent or designee. Changes to initial flex day schedules must be approved in advance by the Superintendent or designee. Assistant principals will establish flex days schedules through respective building principals.

* See Article IX Professional Compensation for Middle School .5 Assistant Principal

ARTICLE XII – SEVERABILITY

If any provision of the agreement or any application of the agreement to any building administrator or group of building administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The terms of this Agreement shall supersede any expressly conflicting or contrary terms governing the same subject matter continued in any individual contract of employment between the Board and an Administrator covered by this Agreement. The terms of this Agreement shall prevail over the terms of any individual contract of employment to the extent of any express inconsistency or conflict.

ARTICLE XIII – ALL INCLUSIVE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the MABA for the life of this agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obliged to bargain collectively with respect to any

subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered in this Agreement shall continue to be subject to the Board's discretion and control.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

LETTER OF AGREEMENT

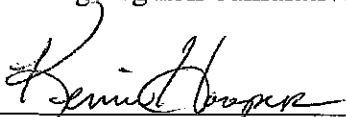
ARTICLE II – MABA AND EMPLOYEE RIGHTS


1. This Letter of Understanding incorporates all current Letters of Understanding and Letters of Agreement between the parties; any prior Letters of Understanding and Letters of Agreement not incorporated in this Letter of Understanding are hereby terminated.

2. Upon actual retirement, based on the state Retirement Board, the following building administrators will receive sick leave pay out based on the following plan:

Robert Anthony
Michael Woodard

A lump sum payment paid at one-half the building administrator's current daily rate times the number of unused sick days accumulated less the twenty days that remain in the on-going non-cumulative non-paid sick leave bank.

 _____	<u>9-21-11</u> _____
Kevin Hooper, MABA President	Date

 _____	<u>9-26-11</u> _____
Deborah L. Veht, MAPS Superintendent	Date

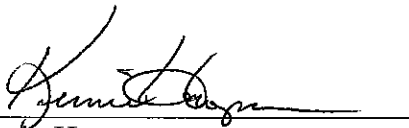
DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2010, and shall continue in effect until the 30th day of June 2012.

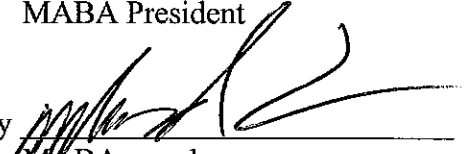
In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 21st day of September, 2011.


Marquette Area Building Administrators

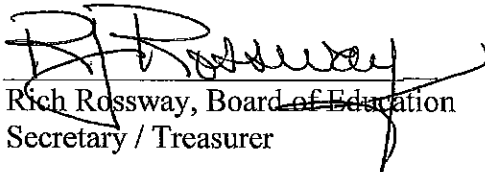
Marquette Area Public Schools

By 
Kevin Hooper,
MABA President

By 
Deborah L. Veht, Superintendent

By 
MABA member

By 
Tony Retaskie, Board of
Education President

By 
Rich Rossway, Board of Education
Secretary / Treasurer