# **MASTER AGREEMENT**

# OF THE

# MADISON DISTRICT PUBLIC SCHOOLS BOARD OF EDUCATION

# AND THE

# MADISON DISTRICT ASSOCIATION OF ADMINISTRATORS

December 1, 2020-June 30, 2023

# ADMINISTRATIVE CONTRACT

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# ARTICLE I

# Agreement

The Agreement is entered into this first day of December 2020 by and between the Madison District Schools of the City of Madison Heights, Michigan, hereinafter called the "Board" and the Madison District Association of Administrators , hereinafter called the "Association".

The term "administrator" as used in this Agreement shall refer to all employees represented by this Association.

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, religion, color, natural origin, age, sex, or participation in the activities of this Association.

# **ARTICLE II**

# Recognition and Conformity to Law

Nothing in this Agreement shall deny or restrict the Board and/or Administrators of their rights, responsibilities and authority under law, codes, or regulations except as specifically abridged or modified by the express written terms of the Agreement.

In accordance with the provisions of the Michigan Public Employment Relations Act, MCL 423.201 et seq. , and the Board action of March 6, 1972, the Board recognizes the Association as the sole and exclusive collective bargaining agent for all principals and assistant principals and deans of students.

#### ARTICLE III

### **Association Business**

### A. Use of School Facilities

The Association shall have the right to use, for Association business, school facilities and equipment, including duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of materials and supplies incidental to such use and any repairs to the facilities and equipment which result from their use. Non-members of the Association shall not operate any of the above equipment for Association business.

### **B.** Official Business

The Association shall have the right to use building facilities at all reasonable times and hours for meeting provided that it shall not be during the students' instructional day. When special custodial duties are required, the Association shall fill out a building permit and shall pay the actual custodial charges. The Association's use shall of the building shall be subject to the approval of the Superintendent.

#### C. Inter-School Mail Service

The Association may use the districts' inter-school mail service for communications initiated by its members provided distribution of Association mail does not result in additional expense to the Board.

# **ARTICLE IV**

# **Board's Rights**

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.
- B. The Board reserves the right to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school system; suspend or discharge employees; maintain the efficiency of the school operations; determine services to be rendered by the public schools; take action as may be necessary to carry out the goals of the public schools; determine the methods, means, and personnel by which operations are to be carried out; by the policy-making and governing body of the public schools.
- C. The Board reserves the right to determine the number and kind of administrative positions within the School District and if in the Board's opinion it is necessary to reduce the administrative staff, the Board will retain the best qualified persons in the particular classification.

# ARTICLE V

# **Administrative Rights**

#### A Administrative Personnel File

Any administrator shall have the right to inspect his/her central office personnel file. The administrator must have an appointment with the Superintendent in order to inspect their file.

Confidential credentials and related references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator.

#### **B.** Individual Contracts

- 1. Individual contracts will be issued for the contracted year stating the position, the school year, daily rate, and-length of work year. After two successful years in an administrative assignment and upon the Superintendent's recommendation, the administrator shall receive a two-year contract for an administrative assignment renewable annually at the April Regular Board of Education meeting. The two (2) year individual contract shall revert to one (1) year contract for those administrators who are affected by layoffs because of economic conditions or a reduced student population.
  - (a) Non-work days (When administrators, students and/or teachers are not scheduled to be in attendance, including the following holidays):

July 4

Christmas Eve Day

Labor Day

Christmas Day

Thanksgiving Day

New Year's day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Memorial Day

- (b) Contracted Pay Periods: All members will receive pay by the second payday following the start of their work year.
- (c) Any member who retires, or resigns after completion of their work year shall have the remainder of their salary paid in the school year that their retirement or resignation takes effect.
- 2. During the two (2) year probationary period, said administrators shall not have access to the grievance procedures outlined in this agreement for the purpose of contesting a failure to reemploy.

# C. Hours of Responsibilities

- 1. It is agreed that all administrators have a professional responsibility to provide their staff and students with supervision and assistance throughout the school hours of the student and the normal working day of the professional staff. The typical working day, beginning no later than 8:00 a.m., of the administrator will consist of 8 hours, excluding normal evening activities. In secondary buildings with two administrators, the second administrator's arrival hour will be no later than 9:30 a.m., if they choose to use a staggered schedule.
- 2. Unusual deviation from this responsibility must be approved by the Superintendent prior to its occurrence.

### D. Responsibilities

1. The Association agrees that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding personnel the administrator supervises. When appropriate, the administrator shall seek the recommendation of his/her immediate

- supervisor in such matters.
- 2. The Association agrees that each administrator shall evaluate all employees who he/she supervises to assure that only competent employees are retained by the District s, (i.e. professional staff, custodians, secretaries, etc.).
- 3. The Association agrees that each administrator shall live within the budget categories he/she oversees. The administrator will reduce or make recommendation to the Superintendent on cost reduction for his/her building; such as, but not limited to: reduce waste, prevent unnecessary damage, defacing and vandalism of equipment, and teacher/student ratio.
- 4. The Association agrees that the care of school buildings and grounds to insure safety for students and visual appeal to the public is the responsibility of each administrator insofar as he/she has authority to act in such matters.
- 5. The Association agrees that administrators are responsible to disseminate and enforce those codes and regulations received from the Board, and to seek compliance from those under their supervision in matters relating to safety, health and general welfare of students and personnel; such as but not limited to Oakland County health Department, MIOSHA, and Madison Heights Fire Marshal.
- 6. The Association agrees that each administrator will actively cooperate and participate with his/her immediate supervisor in curriculum development, curriculum coordination K-12, and selection of delivery system.
- 7. In order to encourage harmonious and expeditious resolution of parent complaints at the focal level, the Board will encourage parents and citizens first to consult the building administrator(s) involved.
- 9. Administrators are encouraged to be consultants to the Board of Education's negotiating team when the Board is negotiating with other organized groups in the Madison District Schools.

### E. Health

- 1. The Board, upon recommendation of an administrator's immediate supervisor in writing and at its own expense, will engage the services of a physician s , for an appropriate medical examination to determine an administrator's fitness to effectively and successfully perform his/her assigned duties.
- 2. Any administrator suffering a bodily injury or occupational related illness during an individual's established working hours should promptly report the same to the Superintendent in order that the request for coverage under Worker's Disability Compensation Act, MCL 418.101 et seq., is processed.

#### H. Administrative Protection

1. Any case of assault or personal injury upon an administrator should be reported to the central administration as soon as possible. If the administrator elects to take legal action, the

- Board may provide legal counseling to advise the administrator of his/her rights and obligations and render necessary assistance to the administrator and judicial authorities.
- 2. If any administrator, as a result of any action taken while in pursuit of his/her employment, may possible be involved in litigation, the administrator shall file a full written report with the Superintendent, including information from any witness. Said report shall be filed within two (2) school days. The Board will provide legal counseling to advise the administrator of his/her rights and obligations in cases resulting from disciplinary actions or unprovoked situations. The Board will render necessary legal assistance, when applicable, to the administrator upon recommendation of the Board's attorney, in connection with the handling of the incident by law enforcement, judicial and medical authorities.

# **ARTICLE VI**

# Salary

- A. Adminstrators who have an Education Specialist degree, Ed.D or Ph.D shall receive a one-time off schedule payment in the last payroll of June.
  - 1. Tuition Reimbursement: Under this policy, educational assistance is provided to: All full-time employees, who are on payroll upon completion of the course.
    - Employees must complete any approved coursework on their own time.
  - 2. Approved degree programs and coursework are defined as: Certificate, Master's degree or higher programs that are job related.
    - Reimbursement will be provided for any required or elective course that is related to an employee's work; or that leads to a job-related degree. Within this context, the District reserves the exclusive right to decide whether a degree program or course is job related.
  - 3. The District will provide reimbursement for tuition, for all passing grades B or higher, for graduate and postgraduate studies. The administrator will be reimbursed a prorated share, up to the full amount of tuition costs, not to exceed the total pool capacity of \$10,000 for this bargaining unit.
  - 4. Upon successful completion of an approved course, the administrator should submit a copy of the applicable form to the Human Resources Department. The employee should also provide a copy of the transcript of grades received and proof of payment. This documentation should be submitted for reimbursement no later than June 1st. Funds will be distributed to eligible individuals by the second pay in September. If an administrator terminates employment prior to disbursement of tuition reimbursement, all rights to said reimbursement shall be forfeited.

210 days High School and Alternative principal High School assistant principal 210 days Middle School principal 205 days Middle School assistant principal 205 days Elementary principal 2005 days Elementary Assistant Principal 205 days **ECC Principal** 205 days Director of Student Services 215 days

Holidays will not count towards these annual work day requirements.

- C. Any snow days or other "acts of God" days after the first two such days absent per fiscal year would need to be made up. Documented time worked on-site on acts of God days, on weekends, and/or on holidays would count towards the acts of God make-up days if approved by the Superintendent. Administrators hired into the bargaining unit after September 30, 2008 are required to make up all acts of God days.
- D. Any administer asked to work days beyond their base amount shall be paid at their daily rate of pay.
- E. Any member of this bargaining unit may request additional compensation of three (3) or four (4) percent of their base salary for added responsibilities outside the scope of their assigned duties. Rationale for this request must be submitted, in writing, to the Superintendent or his/her designee.
- F. Step increases will be made beginning with the administrator's first paycheck of the new fiscal year as follows:
  - 1. Persons hired between January 1 and June 30 shall have an anniversary date of July 1 following the first full year of employment after their date of hire.
  - 2. Persons hired between July 1 and December 31 shall have an anniversary date of July 1 preceding their date of hire.
- G. All members will have 100% of their pay through direct deposit.
- H. The District will schedule 27 pays in some fiscal years. For years with 27 pays, the business manager or designee shall notify the Association president by August 15.
- I. To ensure that salaries are paid after services are rendered, the Board may lag members' salary payments by 2-3 weeks after the final work day in the respective pay period.

# ARTICLE VII

### **Insurance Protection**

### A. Medical Plans

Members of the bargaining unit may select one of the following plans:

MESSA ABC Plan 1 or equivalent MESSA ABC Plan 2 or equivalent MESSA Choices 500-1000 or equivalent MESSA Choice 1000-2000 or equivalent

1. The parties agree that dual coverage of health care insurance is prohibited. An employee who is entitled to benefits under another health care insurance plan, which is at least comparable to that provided under this Agreement, shall not be eligible for the Board provided health care insurance. An employee who is discovered to have provided false certification of coverage(s) shall immediately be removed from the Board's health care insurance program and shall not be eligible for the benefits for the remainder of the school year. The plan(s) chosen by the Association, and listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes or other liabilities chargeable to the Board. Any such adjustments shall be the minimum necessary to comply with PPACA, PA 152 and the IRS Code, including penalties, taxes or other liabilities chargeable to the Board.

The Board, by payment of the premium amounts required to provide the coverage(s) listed above, shall be relieved from all liability related to the benefits provided. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall the failure be considered a breach by either of them of any obligation.

2. The Board shall make payments for health insurance coverage (the "plan") for all eligible employees (those not taking cash-in-lieu) and his/her spouse and eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below) paid per eligible employee during the plan year January 1, 2020 – December 2020:

Single: \$568.24

• Employee and Spouse: \$1,188.36

Family: \$1,549.75

For the plan year period (January 1, 2021- December 31, 2021, the Board shall make monthly health insurance payments that do not exceed the following monthly amounts:

Single: \$587.49

Employee and Spouse: \$1,227.58

• Family: \$1,600.89

The enrolled employee is responsible for all health insurance benefit plan costs in excess

of the Board's contribution, which amounts will be payroll deducted over twenty-six (26) pays.

After the 2021 plan year, the Board will pay up to the health insurance cap identified in the Michigan Department of Treasury's Public Employer Contributions Memorandum.

- 3. Administrators who refuse health insurance coverage through the District shall receive 400 per month of "cash-in-lieu of benefits" per month. This cash in lieu of benefits payment will not be paid if both spouses are employed by the District. Administrators shall sign an affidavit certifying they are not covered by other group health insurance other than that provided by the Board with the provision that misrepresentation, shall cause immediate cancellation of insurance and repayment to the Board premiums paid while under double coverage. The only expectation to this would be when there is written confirmation to participate in the employer's health insurance program as a condition of employment; then both parties may continue with the insurance, as provided.
- B. One Hundred Thousand Dollar (\$100,000) term life insurance with Accidental Death and Dismemberment Insurance (AD&D) for each full time administrator to be effective when the proper forms are submitted by the employee and processed by the carrier. The \$100,000 shall be paid to the school administrator's designated beneficiary.

# C. Dental

- 1. The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, a full family dental plan as described in the specifications submitted to the insurance carrier selected by the Board.
- 2. Orthodontic coverage is limited to \$1,000. per dependent.

# D. Long-Term Disability

The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, an Income Protection Insurance. The insured will be entitled to a minimum of sixty-six and two thirds percent (66 2/3%) of his/her contracted salary after a maximum on ninety (90) consecutive days of illness in accordance with the time, conditions, and limitations of the Board contract with the carrier, maximum of \$4,250 in 2021-2022 and \$4,500 in 2022-2023.

### E. Optical

Board provided optical plan.

#### F. General Insurance Provisions

- 1. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- 2. The Board, by payment of the premium payments required to provide the coverage set forth,

shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the association nor shall such failure be considered a breach by either of them of any obligation.

- 3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance Procedure established under Article XII of the Agreement.
- 4. Administrators' insurance shall become effective when the carrier's requirements are met.
- 5. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.
- 6. Administrators who have Board-provided term life insurance, as provided through the insurance plan, have a 31-day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance company within 31 days of their last day of employment.
- 7. An administrator eligible for Medicare shall enroll for Medicare benefits (Part A & B) within 30 days of his/her first eligibility date. The administrator shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
  - a. Administrators and spouses eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Administrators and their eligible covered spouses can either elect Medicare or the school-provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and Deficit Reduction Act).
  - b. The Board of Education will not be liable for any penalties against the administrator by the insurance carrier or the IRS as the result of his/her election.
- G. The on-going review of the containment of costs regarding fringe benefits may result in a recommendation for comparable coverage.
- H. Medical reimbursement plan to enable members to fund insurance premium copayments, prescription copays, and other eligible medical, dental, and optical costs with pre-tax dollars may be available.
- I. The Board may bid coverage annually on a comparable or better insurance benefit package and may choose another insurance carrier if the total savings between packages exceed two percent (2%).

### ARTICLE VIII

# **Business Expense and Car Allowance**

The Superintendent will evaluate mileage, school business expense and damage to personal clothing which are submitted by the administrator for reimbursement. Mileage will be paid at the Board's established rate per mile.

# **ARTICLE IX**

# **Professional Membership**

# A. Membership Dues

The Board will pay for or reimburse members of the Association, when submitted on appropriate form or receipt for the organization in accordance with the administrator's assignment and with the superintendent's approval for active\* membership in the following:

- 1. State Association of Elementary or Secondary Principals
- 2. Regional or County Association of Elementary or Secondary Principals
  - \*Active is defined as attendance in the Regional or County meeting and occasional attendance at the State or National level.

### ARTICLE X

#### Absence

### A. Sick Days

- 1. Sick day allowance is to be used for absences due to personal illness or serious illness in the immediate family. The immediate family shall include: Grandmother, grandfather, father, mother, brother, sister, wife, husband and children.
- 2. Allowance: Each administrator shall earn one (1) day sick leave per month worked and one-half (1/2) day for any month that he/she works more than five days but less than twelve days. One-half (1/2) sick day shall be credited to this bank on the first two pays of each month worked.

# **B.** Personal Business Days

1. Absence from administrative duties for personal business that cannot be conducted other than during school hours.

- 2. Each administrator shall be credited with two (2) days on the first pay after reporting to work. An administrator working less than their contracted amount shall have their personal business days prorated.
- 3. Unused personal business days will be accumulated as sick days.
- 4. Sick days may be used for personal business days upon approval of the superintendent.

### C. Bereavement Days

- 1. The Superintendent may approve three (3) days (five (5) days if out of state) to attend a funeral/memorial service of a family member of their immediate family (mother, father, brother, sister, spouse, child, grandchild, grandparents, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew) nondeductible from their sick bank. Any additional days granted shall be deducted from the administrator's individual sick bank.
- 2. Upon request to the Superintendent, the administrator may attend funerals of district employees and students from their building.

#### D. General Provisions

- 1. The Board and the Association agree that administrators are expected to satisfactorily explain their absences. Those who use these days for other than their stated use may be subject to nonpayment of wages for those days missed.
- 2. Absences the working day before and the working day after a holiday period are not reimbursable without submission of cause through the Superintendent for approval or disapproval.
- 3. If an employee returns to the district after terminating their employment, they may not reclaim previously accumulated sick leave days.
- 4. The administrator will normally notify the Board Office no later than the beginning of the school day if he/she is unable to perform his/her duties for reasons as stated in Article X, Sections A, B, or C. The administrator will call the Board Office no later than 4:00 p.m. of the day absent to notify them of his/her availability or unavailability for the next working day.
- 5. The administrator will notify the Board Office when he/she is to be absent from the district due to school business.

# **ARTICLE XI**

# Retirement and Disability

If a bargaining unit member has served as an administrator in Madison District Public Schools for at

least fifteen (15) consecutive years retires and receives a MPSERS pension, she/he will receive \$50 for each unused leave day with a maximum payout of \$5,000 into a special pay plan within 30 days after retirement. Administrators hired into the bargaining unit after September 30, 2008 will be eligible to receive a payout up to \$2,500.

- A. In order to qualify for the retirement compensation in this Article, the administrator must retire by June 30 except in such cases deemed worthy by the Superintendent.
- B. If there has been any overpayment by the Board of Education on the days worked, the overpayment shall be deducted for any and all of the above compensation that has been accrued by the administrator or the administrator's estate.
- C. Any compensation due an employee, or their estate, from this article shall be payable within 90 calendar days after termination of employment.

All unused sick days, personal business days, all severance and termination pay, and any early retirement incentive payments paid, shall be paid into a tax deferred 403(b) "special pay plan".

# ARTICLE XII

### Grievance Procedure

# A. Definition and Restrictions

Any administrator who is a party to this Master Agreement and who feels that the Master Agreement has been violated may file a grievance in accordance with the procedures detailed in Section C and D of this Article. It is expressly understood that only matters related specifically to this Agreement are grievable, and that the person alleging a violation of this Agreement shall place said grievance in writing indicating: (a) the date of the alleged violation, (b) the specific article and wording of the Agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the time limits as detailed under each level of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each level shall automatically cause the grievance to be moved the next higher level in the grievance procedure.

# B. Purpose

The primary purpose of the 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.

### C. Procedure

### Level I:

The administrator with an alleged grievance shall within five (5) working days discuss the matter with the Superintendent either individually or with their representative, with the objective

of resolving the matter informally. The Superintendent shall make his/her decision known within three (3) days following said conference. Any grievance not filed within five (5) working days Following its alleged occurrence shall be considered automatically closed.

### Level II:

In the event the grievance is not satisfactorily settled in Level I, the administrator may refer the grievance to the Board. The Board shall schedule a meeting on the grievance. A meeting shall be held within thirty (30) calendar days and the decision shall be reached within thirty (30) working days after the meeting.

#### Level III:

If the grievance is not satisfactorily resolved by the Board, the Association may, within ten (10) working 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 conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be binding. The expenses and fee, if any, of the impartial arbitrator shall be paid by the losing party. The Association shall be considered to have lost the decision if it does not receive all of the requested relief.

- (a) 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.
  - (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 wage scales or change any wage.
  - (3) The arbitrator shall have no power to change any practice, policy, or rules of the Board.
- (b) If the Board disputes the arbitrability of any grievance under the terms of agreement, the arbitrator shall first determine whether he/she has jurisdiction to act, and if he/she finds that he/she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal subject of bargaining.
- (c) The Board shall not be required to pay back compensation for more than five (5) working days prior to the date the grievance was filed. No decision in anyone (1) case shall require a retroactive adjustment in compensation in any other case.
- (d) Any grievance occurring during the period between the termination date of this agreement (and effective date of new agreement) shall not be arbitrable.
- (e) The arbitrator's decision shall conform to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

#### D. General Provisions

- 1. The Association may have a representative present at each level of the grievance procedure upon the request of the grievant.
- 2. At any conference under this grievance procedure, the administrator, Association, and Board may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four hours in advance of the conference.
- 3. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary, at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a witness shall be excused from their regular duties, with pay, to attend such a conference or hearing.
- 4. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance except for the Board level.
- 5. The President of the Association or their representative shall be released from their regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.

### ARTICLE XIII

# **Waiver Clause**

- A. The parties agree that during the negotiations which resulted in this Agreement each has 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, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.
- B. Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections, and/or clauses shall remain in full force and effect for the duration of the Agreement.

# ARTICLE XIV

### No Strike Clause

A. The members of the Association shall not, at any time during the life of this contract, take part in a strike, slow-down, stoppage, sit-in, or picketing by its members. The Association further agrees that its members will not request, support, recognize, or engage in any sanction activities. The Association shall advise such an administrator(s) to immediately cease such action and return forthwith to their regular duties. The Association shall further take all reasonable action within its power to have any of it member(s) bring any such activities to an end.

# ARTICLE XV

### **Americans with Disabilities**

Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar State and/or Federal legislation, including steps needed to reasonably accommodate an employee's disability, such as, but not limited to restructuring a job or position, and creating modified work schedules.

Such action may be taken by the board without prior bargaining with the Association; however, the Board will inform the Association of any action to be taken under this article.

# ARTICLE XVI

# **Longevity Pay**

Any administrator with a minimum of sixty (60) days accumulated in their sick bank, and having completed, in the prior contract year, the following number of specified years of service with the District, shall receive additional compensation for longevity pay as follows:

Fifteen (15) years thru nineteen (19) years	\$1,000
Twenty (20) years thru twenty-four (24) years	\$1,500
Twenty-five (25) or more years	\$1,800

### ARTICLE XVII

#### **MISCELLANEOUS**

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq., may reject, modify, or terminate this Agreement as provided in that Act.

# **ARTICLE XVIII**

# **Duration of Agreement**

This Agreement represents the entire Agreement between the Board and the Association and shall remain in full force and effective December 1, 2020 and shall continue in full force and effect until midnight June 30, 2023.

Madison District Public Schools	Madison Association of Administrator
Board of Education	
President	President
Barbara Michel	Secretary
11-11-2020	11-11-2020
Date	Date

# **SCHEDULE A**

# Salary Scale

Days	210	210	205	205	205	205	205	205	215
Step	High School Principal	High School Assistant Principal	Middle School Principal	Middle School Assistant Principal	Elementary Principal	Elementary Assistant Principal	ECC Principal	Dean of Students	Director of Student Services
1	\$90,472.88	\$80,370.64	\$85,690.59	\$80,370.64	\$85,690.59	\$80,370.64	\$79,101.68	\$70,000.00	\$83,000.00
2	\$92,016.85	\$81,913.58	\$87,233.53	\$81,913.58	\$87,233.53	\$81,913.58	\$80,612.69	\$72,000.00	\$85,000.00
3	\$93,517.56	\$83,454.46	\$88,775.44	\$83,454.46	\$88,775.44	\$83,454.46	\$82,158.72	\$74,000.00	\$87,000.00
4	\$95,101.70	\$84,997.40	\$90,319.41	\$84,997.40	\$92,319.41	\$84,997.40	\$83,738.74	\$76,000.00	\$89,000.00
5	\$96,642.58	\$86,538.28	\$91,860.29	\$86,538.28	\$94,860.29	\$86,538.28	\$85,356.87	\$78,000.00	\$91,500.00
6	\$98,184.49	\$88,083.28	\$93,404.26	\$88,083.28	\$96,404.26	\$88,083.28	\$87,004.87	\$80,000.00	\$93,000.00
7	\$99,184.00	\$89,583.28	\$95,404.00		\$98,404.00	\$89,583.28	\$88,004.00		\$95,000.00
8	\$100,184.00	\$91,934.00	\$97,404.00		\$100,404.00	\$91,083.28	\$89,004.00		\$97,000.00
9	\$104,000.00	\$93,934.00	\$100,404.00		\$102,404.00	\$92,583.28	\$90,004.00		\$99,000.00

Administrators who have reached the highest step will get a \$1,000 cash in lieu of step increase.

A performance stipend ranging from 0% - 3% per employee based upon evaluations, retentions and AYP will be put in place for the contract year 2013-14 and will be payable in a lump sum off-schedule.