

MASTER AGREEMENT
between
THE DEXTER ADMINISTRATORS' ASSOCIATION
and
THE BOARD OF EDUCATION

AGREEMENT

An Agreement entered into this 1st day of July 2016, by and between the Board of Education of the Dexter Community School District, hereinafter called "the Board" and the Dexter Administrators' Association, hereinafter called "the Association." No part of this agreement shall prevent the parties from implementing mutually beneficial and agreeable alternatives.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rate of pay, hours of employment, and other conditions of employment, and;

WHEREAS, the parties, following deliberate professional negotiations, have reached certain understandings which they desire to incorporate into a collective bargaining agreement;

THEREFORE, in consideration of the mutual covenants herein contained and the benefits derived, the parties therefore agree:

ARTICLE I
RECOGNITION

The Board, in accordance with the applicable provisions of Act No. 379 Public Acts of 1965, as amended, hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel employed by the Board in administrative or supervisory positions. Specifically excluded, however, are the Superintendent, Assistant Superintendent, Executive Director of Human Resources, Chief Financial Officer and administrative assistants attached to the Central Administration Office.

ARTICLE II
RIGHTS OF ADMINISTRATORS

Nothing contained herein shall be construed to deny or restrict any rights or protections an administrator may have under the Michigan General School Laws.

ARTICLE III RIGHTS OF BOARD

It is expressly agreed that all rights which ordinarily vest in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this agreement.

Such rights include, but are not limited to, the right to the executive management and the administrative control of the school system and its properties, facilities, equipment, and activities of its employees during employee working hours: to hire all employees and, determine their qualifications and conditions of their continued employment, their placement, or their dismissal, suspension, layoff, or demotion, promotion, or transfer.

ARTICLE IV PROTECTION OF ADMINISTRATORS

- A. The parties recognize that administrators have responsibility for developing a respectful environment while maintaining control and discipline in the school to which the administrator is assigned. The Board recognizes its responsibility to provide support and assistance to administrators in the discharge of their duties, so long as such duties are discharged in conformity with Board policy and applicable statutes. The Board will not arbitrarily or capriciously overturn or countermand decisions, or otherwise interfere in the administration of school programs, so long as appropriate policies and statutes are followed, except in such cases as it is deemed appropriate after a Board hearing which examines all appropriate evidence.
- B. If an administrator is complained against or sued by any party for decisions made during the normal course of his/her job including disciplinary action taken by the administrator against a student or employee, the Board will provide appropriate legal counsel and render necessary assistance to the administrator in his/her defense, provided that such administrator has acted within the terms of this agreement, the adopted policies of the Board, and all state and federal laws in regard to discipline and control.
- C. Written complaints directed toward the actions of an administrator shall be promptly called to that administrator's attention.
- D. Disciplinary action taken against an administrator, resulting from complaints from students, parents, or citizens shall be taken only if such complaints are in writing, and then only if the complaints have been investigated and deemed justified. Throughout this process appropriate due process shall be afforded the administrator. Disciplinary action shall not be taken on the basis of oral

complaints. No record shall be maintained of any complaint ultimately found to be conclusively invalid.

- E. No administrator shall be subjected to disciplinary action resulting in reprimand, reduction in rank or compensation, or discharge without just cause. In the event of charges being made against an administrator, every effort shall be made to ensure that discussion is limited to a private and professionally appropriate form. Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed.

The following steps shall constitute the progressive discipline plan:

- Warning
- Verbal reprimand
- Written reprimand
- Suspension (with or without pay, depending upon circumstances)
- Termination of employment

- F. Each administrator shall have the right, upon request, to review the contents of his/her personnel file, in accordance with MCLA 423.503 (Section 3 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978), excluding restricted placement credentials. A representative of the Association may, at the request of the administrator, accompany the administrator in this review.

Each administrator's official personnel file, located in the Central Administration Office, shall contain the following minimum items of information:

- Administrative evaluation reports
- Annual contract
- Teaching certificate
- Transcripts of academic records

When materials relating to an administrator's performance are placed in the administrator's file, the administrator shall be notified in writing, provided a copy, and given the opportunity to file a response with said item, subject to the restrictions contained in MCLA 423.505 (Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978).

ARTICLE V ADMINISTRATIVE CONTRACTS

- A. Administrators new to this District will serve in probationary status for the first two years of employment. Probationary contracts shall be for one year without tenure in position. Administrators with probationary status shall receive a

midyear performance evaluation and review before January 31 of each probationary year.

- B. Administrators who have completed a two-year probationary period, and whose performance meets the District's expectations, will be offered a two-year contract of employment without tenure in position. Administrators who are offered a two-year contract will be evaluated annually. **If an administrator is rated "highly effective" for three consecutive years, the administrator may be evaluated biennially.** On continued satisfactory performance, this contract may be renewed annually.
- C. In the event the performance of an administrator in the first year of a two year contract does not meet the District's expectations as determined by the Superintendent in such year, the administrator's contract will not be automatically renewed but shall revert to probationary status for the remaining contract year. Said probationary status shall not change placement on the administrative seniority list. If it is determined that the administrator does not meet the District's expectations as determined by the Superintendent, the Superintendent or his/her designee shall provide the administrator with an individualized development plan in consultation with the administrator. The individualized development plan shall be developed for the probationary contract year. The Superintendent or his/her designee shall evaluate the administrator in writing annually. If there are concerns regarding the continued employment of an administrator, an evaluation will be completed on or before February 15. The evaluation shall include an assessment of the administrator's progress in meeting the goals of his or her individualized development plan. Advance notice that the Board is considering non-renewal together with the statement of reasons the Board is considering non-renewal shall be provided to the administrator no later than March 31. The Board shall observe the non-renewal procedures required by Section 1229 of the Revised Code.

ARTICLE VI REDUCTION IN PERSONNEL

- A. In the event a certificated administrator returns to the teacher bargaining unit, he/she shall receive seniority credit for pay for all of their years of professional employment in the District, including those as an administrator. Compensation for such individuals shall be based on the appropriate step of the current teacher salary schedule.
- B. Administrators whose positions have been eliminated shall be transferred to an appropriate position as a classroom teacher with full seniority for all years of service to the District subject to the limitations of the contract between the D.E.A./W.C.E.A. and the Board of Education and the Tenure Laws of the State of Michigan. In no case shall seniority rights be less than that provided by Article VIII, Paragraph D of the 1981-83 contract between the D.E.A./W.C.E.A. and the Board of Education.

**ARTICLE VII
ADMINISTRATIVE ASSIGNMENTS**

- A. Each administrator shall be provided with a current position description indicating:
- Title of position
 - Accountability statement
 - Line and staff relationships
 - Evaluator
 - Duties
- B. Administrators may be assigned, at the discretion of the Superintendent, non position duties, which are either ongoing and meet specific District needs or are special project assignments.
- C. Administrators less than 1.0 FTE will receive prorated salaries and fringe benefits outlined in Articles VIII and IX. Years of service credit will be calculated based on prorated FTEs.

**ARTICLE VIII
ADMINISTRATIVE COMPENSATION**

The Dexter Board of Education recognizes that members of the Association serve in a leadership capacity and are therefore entitled to compensation apart from compensation and benefits negotiated by the other District unions.

The Board extends this negotiated agreement with the Association for two years commencing July 1, 2016 and ending June 30, 2018.

This agreement is designed to provide competitive salaries for all Association members, to encourage stability, and to attract highly qualified administrators. The Board provides a procedure for steady, fair and realistic growth of salaries. Compensation contained in Article VIII is for remuneration for services rendered.

- A. A salary range has been developed for all administrative positions. Placement on the salary levels shall be recommended by the Superintendent and approved by the Board.

	Assistant Principal/ AD	Elementary Principal/ Special Ed Director	Middle School Principal	High School Principal	Executive Director of Instruction & Strategic Initiatives *
Level A					
16-17	\$82,400	\$89,866	\$94,871	\$99,876	\$95,388
17-18	\$83,224	\$90,765	\$95,820	\$100,875	\$96,342
Level B					
16-17	\$84,246	\$91,712	\$96,717	\$101,722	\$97,234
17-18	\$85,088	\$92,629	\$97,684	\$102,739	\$98,206
Level C					
16-17	\$86,092	\$93,559	\$98,564	\$103,569	\$99,080
17-18	\$86,953	\$94,495	\$99,550	\$104,605	\$100,071
Level D					
16-17	\$87,938	\$95,405	\$100,410	\$105,415	\$100,927
17-18	\$88,817	\$96,359	\$101,414	\$106,469	\$101,936
Level E					
16-17	\$89,784	\$97,251	\$102,256	\$107,261	\$102,773
17-18	\$90,682	\$98,224	\$103,279	\$108,334	\$103,801
Level F					
16-17	\$91,630	\$99,097	\$104,102	\$109,107	\$104,619
17-18	\$92,546	\$100,088	\$105,143	\$110,198	\$105,665
Level G					
16-17	\$93,476	\$100,943	\$105,948	\$110,953	\$106,465
17-18	\$94,411	\$101,952	\$107,007	\$112,063	\$107,530

B. Administrators will be contracted for the following number of days per year:

Executive Director of Instruction	219 days
H.S. Principal	222 days
M.S. Principal	217 days
Elem. Principal/S. E. Director	217 days
Athletic Director/ Administrator	217 days
H.S. Asst. Principal	212 days
M.S. Asst. Principal	212 days

Contract and non-contract days shall be used in a manner to minimize interference with the orderly operation and conduct of business of the District

and are subject to the approval of the Superintendent. Non-contract days shall be used within the school year (July 1 - June 30) and may not be accumulated.

Any administrative contracts starting midyear of the contract year shall be prorated to conclude on June 30 with compensation and benefits prorated to actual contracted work days. The Superintendent may annually approve up to five (5) additional contracted work days per contract year in addition to an administrator's base pay and compensated at the administrator's daily rate. Administrative work schedules and workloads will be established by the terms of the employment contract, the duties assigned, and the direction of the Superintendent.

- C. During the term of this agreement, the Board shall have the right to set salaries of new administrators without regard to Section A above.
- D. Administrators who have earned an Educational Specialist will receive annual compensation in the amount of \$1,000; Educational Doctorate, \$1,250.
- E. The Board will pay on behalf of the administrator an amount equal to 3% of base salary toward a tax-deferred annuity selected by any administrator who has completed two (2) years of administrative service to the District. Said annuity will be paid throughout the contract year. Administrators having completed five (5) years in the District, as an administrator, will have an amount equal to 4% of total salary paid by the Board. If two year and five year anniversary hire dates fall before opening day for teachers, the year will be counted as a completed year.
- F. Administrators who have completed the number of years of service to the District as an administrator indicated in the table below will be eligible for the specified stipends. To earn the ten (10) and fifteen (15) year stipends, administrators must be on the top step of the salary schedule for their position. Administrators will receive a payment based on FTE assignment.

A. Five (5) years and then annually	\$4200
B. Ten (10) years and then annually	In addition to A, a \$1200 annual increase
C. Fifteen (15) years and then annually	In addition to A and B, a \$300 annual increase

**ARTICLE IX
ADMINISTRATIVE FRINGE BENEFITS**

- A. Sick Days

Each administrator shall receive twelve (12) sick days per year, to accumulate at the rate of one (1) day per month, with unlimited accumulation.

During the first five (5) years of employment in the District, should the administrator need to take a medical leave due to the birth of a newborn child of the employee or a serious health condition, as defined under the provisions of Family & Medical Leave Act of 1993, after exhausting any accumulated sick days, the administrator may use non-chargeable days up to a combined total of 45 for such health condition.

B. Personal Business Days

Each administrator shall receive three (3) personal days per school year. If an administrator does not use these days, they will be converted to sick days at the end of the year with unlimited accumulation.

C. Force Majeure Days

Administrators who work at least one-half (.5) day on a force majeure day will be credited with one (1) additional day worked.

D. Separation/Retirement

Upon voluntary separation from the District, the administrator shall receive payment equivalent to payment extended to District certificated employees.

Upon retirement (defined as receiving benefits from the Michigan Public Schools Employees Retirement Fund) the administrator shall receive payment equivalent to payment extended to District certificated employees.

E. Memberships

Each administrator shall receive a membership in one state and one national professional organization approved by the Superintendent.

F. Conferences/Education

Each administrator shall be accorded a budget line item of \$2,000 for expenses attendant to participation in professional conferences, seminars, or university schooling approved by the Superintendent.

G. Funeral Days

Administrators will be allowed a maximum of three (3) days per funeral not charged to paid leave days for the purpose of attending the funeral of a close friend or relative of the administrator. Administrators shall also be allowed to use up to three additional paid leave days from their accumulated leave days per funeral for the purpose of assisting in settling the affairs of the deceased. The use of additional days beyond these six (6) days may be approved by the Superintendent.

H. State & National Recognition

A stipend of \$2500.00 will be received at the end of the school year for an administrator who is the “recipient of the year” from their respective state or national organization (i.e. Principal of the Year, Assistant Principal of the Year, Special Education Director of the Year or Athletic Director of the Year).

ARTICLE X HEALTH BENEFITS

The Board of Education agrees to make available health benefit plan cost contributions and premium payments, to the extent specified below, for the plans and products identified below for all eligible bargaining unit members and their eligible dependents.

A. A. Health benefit plans and products will be made available through the Board’s participation in the Health Plan Purchasing Consortium. The health benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium.

B. 1. Medical (including Prescription Drugs)

Effective July 1, 2016 the Board’s contribution for medical benefit plan costs will not exceed the lesser of the actual medical benefit plan costs or:

- Single \$431.00/month
- Two-person \$977.33/month
- Family \$1,210.41/month

Effective July 1, 2017, and on each ensuing medical benefit plan coverage year thereafter (unless prevented by Public Act 54 of 2011), the above Board maximum contribution levels shall be increased by the percentage increase factor specified by the State Treasurer for medical benefit plans in the applicable year, as is set forth in Section 3(1) of the Publicly Funded Health Insurance Contribution Act. Provided, in no event shall the resulting adjusted maximum Board contribution level amount exceed three percent (3%) more than the amount of the Board’s monthly maximum contribution levels that became effective at the beginning of the previous medical benefit plan coverage year.

No further or additional adjustments in the Board’s medical benefit plan cost contributions, beyond those stated above at the times designated above, shall be made as a result of this formula.

For employees not electing medical coverage, a cash in lieu of medical benefit payment of \$1,200 (annual amount) will be paid. This amount will be prorated for partial year service at \$100 per month. In order to be eligible for this option, the employee must: (a) voluntarily and in writing opt out of medical coverage annually; and (b) provide documentation to the Board that he/she has other medical coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

2. Dental – Dental benefit plans and products will be made available through the Board’s participation in the Health Plan Purchasing Consortium. The dental benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium.

The Board will pay an annual plan year amount of: \$421 (single); \$945 (two-person); and \$1,169 (family). The annual amount will be prorated for partial year service at 1/12 per month.

3. Vision – Vision benefit plans and products will be made available through the Board’s participation in the Health Plan Purchasing Consortium. The vision benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium.

The Board will pay annual plan year amount of : \$74 (single); \$152 (two-person); and \$180 (family). The annual amount will be prorated for partial year service at 1/12 per month.

4. Group Term Long-Term Disability (LTD) – LTD benefit plans and products will be made available through the Board’s participation in the Health Plan Purchasing Consortium. The LTD benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium.

The Board will pay 100% of the premium for the LTD plan. The Board may alternatively self-fund all or a portion of LTD coverage.

5. Group Term Life Insurance – Life and AD&D Insurance benefit plans and products will be made available through the Board’s participation in the Health Plan Purchasing Consortium. The Life and AD&D Insurance benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium, subject to the terms and conditions as described in the policy by the carrier. The Board will pay 100% of the premium for the Life and AD&D Insurance policy.

Due to the limitations in the amount of group term life insurance coverage that can be purchased through the Consortium, the Board will purchase an additional \$55,000 group term life policy, subject to the terms and conditions as described in the policy by the carrier. The Board will provide a total of \$100,000 total life and AD&D coverage, subject to the terms and conditions as described in the policies by the carriers.

6. Cafeteria Plan/Section 125/HSA –The Section 125 plan will include an employee funded medical care reimbursement account and employee funded dependent care assistance account.

- B. “Full time” Association bargaining unit members are eligible for participation in the benefit program described in this Article. “Full time” is defined as an employee assigned 0.75 FTE or more. Employees assigned more than 0.25 FTE, but less than 0.75 FTE, are eligible for one half of the Board's contribution for benefits for a full-time employee as described in this Article. (For example, the Board will pay one half of the above amounts of the representative rates for employees electing coverage). Employees assigned 0.25 FTE or less are not eligible to participate in any benefits under this Article or for any Board-contributed amounts for such benefits.
- C. Any representative rates, premium amounts, and other medical benefit plan costs exceeding the amount of the Board contributions specified in this Article are the responsibility of the enrolled employee and will be deducted from the wages of the employee. Where the representative rate and any other medical benefit plan costs for a self-funded plan exceed the amount designated for the Board contribution toward that representative rate, the difference will be payroll deducted from the wages of the enrolled employee. For an insured program, where the premium and any other medical benefit plan costs exceed the amount designated for the Board contribution toward that premium, the difference will be payroll deducted from the wages of the enrolled employee.
- D. The medical benefit plan coverage year, and the other self-funded and insured plans described in this Article, shall be subject to the terms of the policy. An annual open enrollment period will be during the month of November.
- E. All self-funded plans are subject to the terms, conditions, and requirements identified within those plans as indicated in the applicable Summary Plan Descriptions for the coverages elected. Matters involving application, interpretation, and administration of the self-funded programs will be handled exclusively through the dispute resolution procedures within the underlying plans and are excluded from the grievance procedures in the collective bargaining agreement. Any disputes pertaining to the application, interpretation or administration of an insured benefit under this Article will be solely and exclusively between the enrolled employee and the carrier or third party administrator, as applicable, and shall not be subject to the grievance procedures in this Agreement.
- G. The enrolled employee shall notify the District of eligibility or dependent status changes as described in the Summary Plan Description. Failure to notify that results in the overpayment of any claims, representative rates, or representative premiums shall become the employee’s responsibility.
- H. If an employee does not remain in service during the entire benefit plan year (i.e. unpaid leave of absence, retires, or terminates his/her employment with the school district) the health benefit coverages will terminate at the end of the calendar month and the Board’s annual contribution will be prorated for the months of service. Health benefits will continue for employees on a Family and Medical Leave Act (FMLA), for up to 12 weeks, in accordance with the Federal law. The employee and/or his/her eligible dependents may

continue the group health plan benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

If an employee is approved for a long term disability by the LTD carrier, the health benefit coverages shall be allowed to continue based on the terms and conditions of the Health Plan Purchasing Consortium.

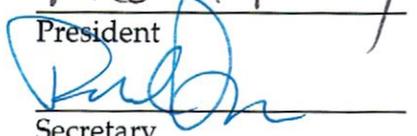
**ARTICLE XI
DURATION OF AGREEMENT**

This agreement shall be in effect from July 1, 2016 until June 30, 2018.

Date of Execution: July 1, 2016

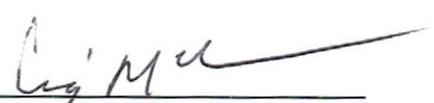
**BOARD OF EDUCATION
DEXTER COMMUNITY SCHOOLS**

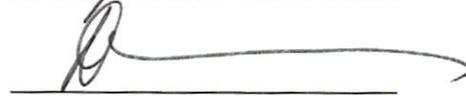


President


Secretary

**DEXTER ADMINISTRATOR'S
ASSOCIATION**





Attach signed LOA

APPENDIX A

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION
AND THE
DEXTER ADMINISTRATOR ASSOCIATION**

Re: New Position – Executive Director of Instruction and Strategic Initiatives

The Dexter Public Schools Board of Education (hereinafter the "Board") and the Dexter Administrators' Association (hereinafter the "Association") hereby agree as follows:

1. Effective in 2013-2014, a new position titled the Executive Director of Instruction and Strategic Initiatives will be created as part of the Association Agreement.
2. Mollie Sharrar will move into the position after a new High School Assistant Principal is hired. The target date is January 15, 2014, but may be sooner.
3. A new lane will be added to the salary schedule in the DAA Contract titled Executive Director of Instruction and Strategic Initiatives. The salary levels for 2013-2014 are as follows:
 - a. Level A - \$94,444
 - b. Level B - \$96,272
 - c. Level C - \$98,099
 - d. Level D - \$99,927
 - e. Level E - \$101,755
 - f. Level F - \$103,583
 - g. Level G - \$105,411
4. Mollie Sharrar will be placed on Level D of the above salary schedule.
5. The scheduled number of days for the position will be 219 days.
6. All other benefits, language, and compensation components in the DAA Contract will continue to apply. Mrs. Sharrar will continue to receive her same level of annuity as the date of this agreement.
7. The Superintendent may approve up to five (5) additional contracted work days beyond what is outlined in Article VIII of the DAA contract to be paid at the administrator's daily rate.
8. If the position is no longer filled by Mrs. Sharrar or another current DAA member, the Board has the right to move the position outside of the DAA upon 60-day written notice of its intent.
9. Job Description is attached

For the Association: _____

For the Association: _____

For the Board: _____

For the Board: _____

Executive Director of Instruction and Strategic Initiatives (DAA Position)

Primary function:

The Executive Director of Instruction and Strategic Initiatives plans, develops and implements functions related to instruction for Dexter Community Schools. Creation of a robust assessment system and comprehensive instructional model with appropriate organizational supports will be a primary immediate focus. This responsibility also includes serving as the project plan facilitator for all district initiatives including monitoring progress, identifying implementation challenges, optimizing the deployment timeline, measuring success, as well as reporting results to the superintendent, board of education, and community.

Reporting Relationship:

Reports to the Superintendent

Essential Duties and Responsibilities:

- Provide leadership in the planning, development, and implementation of instructional programs for the Dexter Community Schools.
- Oversee professional development activities for the District. Ensures a staff development program which addresses district curriculum, instruction, assessment, and accountability needs.
- Coordinate and monitor the district school improvement process along with state/federal programs.
- Develop central instructional budgets.
- Evaluate District Instructional Support Team members
- Facilitate the implementation of a comprehensive instructional delivery and support system that includes an instructional coaching model.
- Create a robust assessment system that informs instructional programming decisions.
- Serve as district assessment coordinator.
- Coordinate all district initiatives as follows:
 - Document initiatives
 - Identify initiative implementation measurement metrics
 - Facilitate development or acquire project plan from project leader
 - Monitor project plan implementation
 - Identify project plan implementation challenges
 - Facilitate implementation
 - Report initiative implementation status to superintendent, board of education, and community
 - Synthesize solutions to implementation challenges
- Support and provide leadership to building principals and instructional departments
- Serve as district Section 504 coordinator
- Provides support to other positions as required.
- Performs other duties as assigned by the Superintendent.