

**AGREEMENT BETWEEN
THE MOUNT PLEASANT BOARD OF EDUCATION

AND

THE MOUNT PLEASANT ADMINISTRATORS
ASSOCIATION**

Effective Date: July 1, 2013
Termination Date: June 30, 2016

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ARTICLE I

RECOGNITION

SECTION A

The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to Act 379, PA 1965, as amended for the following administrative positions: high school principal, middle school principal, elementary principal, assistant high school principal, assistant middle school principal, assistant high school principal for vocational/technical education, director of athletics, director of adult and community education, director of transportation, supervisor of special education, but excluding the superintendent, assistant superintendents, business manager, substitute administrators, temporary administrators and all other employees.

SECTION B

When the Board creates any new administrative classification, the parties shall meet to bargain concerning the exclusion of that classification from the unit. Should the parties be unable to reach agreement, the dispute shall be settled pursuant to a unit clarification petition timely filed by the Association with the Michigan Employment Relations Commission.

SECTION C

The term “administrator”, when used herein, shall refer to all members of the bargaining unit represented by the Association. References to male administrators shall include female administrators. The reference to “Board” shall include excluded administrators where appropriate.

ARTICLE II

BOARD RIGHTS

SECTION A

It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board. These rights include, by way of illustration and not by way of limitation, the right to:

(Article II, Board Rights, Cont.)

1. Establish policies, manage and control the School District, its facilities, equipment and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline or demotion, and to promote, assign, transfer, and lay off employees, and to determine work hours and days. Determine fitness for continued employment and require medical examinations of employees by Board selection licensed physicians.
4. Following input from affected administrators when feasible, determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
5. The Board shall have the right to contract or subcontract the bargaining unit work to non-bargaining unit employees and/or assign bargaining unit work to non-bargaining unit employees.
6. Establish, modify or change any work, business or school hours or days.
7. Determine the number and location or relocation of its facilities and work stations.
8. Adopt rules and regulations.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure of organization.

SECTION B

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

(Article II, Board Rights, Cont.)

SECTION C

The exercise of the above powers, rights and authority by the Board and the adoption of policies, rules and regulations shall be limited only by the express terms of this Agreement.

ARTICLE III

ASSOCIATION RIGHTS

SECTION A

The Association shall have the right to use school buildings at reasonable hours for meetings, provided advance notification is received by the superintendent and such use falls within Board policy.

SECTION B

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur within normal hours of school business and operations or the hours of management responsibilities of the administrators involved. This Section shall not preclude management responsibilities of the administrators involved. This Section shall not preclude the processing of grievances with Board representatives at mutually agreed upon times.

ARTICLE IV

ANNUAL WORK SCHEDULE

SECTION A

During the work year from July 1 through June 30, the number of days of work for each administrator shall be as set forth on the salary schedule. The dates of work shall be cooperatively scheduled with the Assistant Superintendent for Personnel and accompany the administrator's individual contract of employment. It is understood that all administrators will normally be at work when school is in session. Any deviations from the established schedule must have the approval of the Assistant Superintendent for Personnel and a copy of same placed on file with the administrator's individual contract of employment.

SECTION B

Administrators required to work beyond the number of work days specified in their individual contracts of employment shall be reimbursed at a per diem rate or allowed to request compensatory time which may be granted by the Board. Should an administrator need to work beyond the regular contracted number of days to complete his assignment, he shall be required to receive permission from the Superintendent prior to commencing work. Notwithstanding the previous statement, administrators are expected to participate in interviews to fill teaching and staff positions during the summer non-school break. Absent prior agreement by the superintendent, administrators engaged in interviews during the summer break will not receive additional pay but will receive one additional day of personal leave for every two days of interviews during the summer break. Use of extra personal days earned through summer break duties will be subject to approval by the superintendent.

SECTION C

All administrators shall work during inclement weather time when school for students is cancelled unless directed otherwise by the Assistant Superintendent of Human Resources. Administrators are expected to report to the work site as close to normal start time as is reasonably safe. Any administrator who is unable to report to the work site due to inclement weather within two hours of the normal start time, may utilize personal business day to account for the absence. An administrator is expected to work for a minimum of four hours on an inclement weather day.

(Article IV, Annual Work Schedule Cont.)

In the event of a school closure prior to the normal ending time, unless otherwise directed by the superintendent, Administrators may conclude their duties after their school has been dismissed provided that students and staff are gone and the building has been secured. Administrators will normally be required to work on inclement weather make up days scheduled for students with no additional compensation.

ARTICLE V

STAFFING PROCEDURES

SECTION A

A vacancy shall be defined as a newly created position or a present position that has been permanently vacated and which will be filled by the Board.

SECTION B

Whenever any permanent vacancy in the bargaining unit shall occur, the Board shall publicize the same by appropriate posting and giving written notice of such vacancy to the president of the Association. The vacancy will remain posted for a minimum period of ten (10) calendar days and will not be permanently filled until the expiration thereof.

SECTION C

Interested bargaining unit members possessing the appropriate qualifications may apply in writing to the Assistant Superintendent for Personnel or a designee within the ten (10) day posting period, and shall be given an initial screening committee interview.

SECTION D

Vacancies will be filled with the applicant from within or outside the bargaining unit whom the Board considers to be the most qualified for the position. Bargaining unit employees who are qualified will be given consideration for the vacancy. The Board will consider certification, professional background and attainments of all applicants, years of service, quality of job performance, experience and other relevant factors. The decision of the Board will be final and not subject to the grievance procedure.

(Article V, Staffing Procedures, Cont.)

SECTION E

Administrators are subject to assignment and transfer at the discretion of the Board.

SECTION F

It is expressly understood that no bargaining unit member will gain tenure in any administrative position.

ARTICLE VI

EVALUATION

SECTION A

Administrators shall be evaluated as deemed appropriate by the Board. Administrators can expect to be evaluated on all relevant aspects of their employment. If an administrator's performance is less than satisfactory, the reason(s) shall be stated in the evaluation as well as suggestions for improvement. The Administrator shall be given a defined period of time to show improvement unless the actions of said administrator are subject to conditions outlined in Article VII. D.

SECTION B

Following each performance evaluation, which shall include a conference with the evaluator; the administrator shall sign and be given a copy of the evaluation. An administrator may submit additional comments to the written evaluation if he so desires within ten (10) calendar days. All written evaluations shall be placed in the administrator's personnel file.

SECTION C

No disciplinary action will be taken against an administrator based upon a complaint until the administrator has been apprised of the nature of the complaint in writing.

SECTION D

Each administrator agrees to serve the district and perform faithfully those duties which are directed by the Board, or its designee, and to obey and fulfill the rules

(Article VI, Evaluation, Cont.)

and regulations as established by state law and by the Board from time to time and to carry out its educational programs and policies.

SECTION E

Merit Pay: A merit pay pool is established in the amount of \$4,500.00 to be distributed among administrators as follows: The merit pay award will be calculated by the total number of administrators in the association. All administrators whose evaluation rating is *Effective or Highly Effective* will get the designated quantity of merit pay for that school year. The adult and community education director, special education supervisor and transportation director shall be entitled to the merit pay amount if rated *Effective or Highly Effective* in their position.

The merit pay shall be paid to members in a lump sum within 30 days of the release of the school data.

ARTICLE VII

CONTRACT NON-RENEWAL AND DISCHARGE

SECTION A

All administrators shall be employed by individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Failure of an individual administrator to execute an individual contract of employment shall relieve the Board and District of all obligations of employment to said administrator.

SECTION B

An administrator's individual contract of employment will normally be issued for a two (2) year duration. However, during each of the first two years of employment as a new administrator in this district, or during each of the first two years when assigned to a different administrative position than that previously held; or whenever an administrator's evaluation reflects a need for improvement in performance and the Board determines that only a one- (1) year contract is merited, then the administrator's individual contract of employment shall be for a duration of only one (1) year.

SECTION C

An administrator's individual contract of employment shall be automatically renewed for an additional one- (1) year period unless he is provided notification of non-renewal of contract in writing at least sixty (60) days before its expiration date or the expiration date of any extension of his contract. Notice of non-renewal shall not be issued unless the administrator has first been provided with not less than thirty (30) days advance notice that non-renewal of his contract is being considered and a written statement of the reasons why non-renewal of his contract is being considered. After issuance of the written statement notifying the administrator that non-renewal of his contract is being considered, but before the actual notice of non-renewal is issued, the administrator shall be given the opportunity to meet with not less than a majority of the Board of Education of the District to discuss the reasons it is considering non-renewal. The non-renewal process is more particularly set forth in Public Act 451 of 1976 (MCLA 380.471a.) This process shall not apply in cases of discharge or layoff.

SECTION D

An administrator shall be subject to discharge at any time during the term of his/her individual contract of employment for acts of moral turpitude, misconduct, insubordination, and/or violation of the terms of this Agreement. In the event of discharge during the term of an administrator's individual contract of employment (as opposed to non-renewal), the administrator will be provided with a written statement of reasons discharge is being recommended and be offered an opportunity for a hearing before the Board, either public or private at the administrator's request. A written decision will be issued by the Board specifying reasons for its determination. The Board may discharge for good cause.

SECTION E

Each administrator must possess valid certification and other qualifications required by law for continued employment. Each administrator must satisfy all C.E.U. requirements established by law or the Department of Education. If at any time the administrator fails to satisfy the requirements for the position assigned, the administrator's employment shall automatically terminate.

ARTICLE VIII

LAYOFF AND RECALL

SECTION A

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the education program and number of employees, including administrators, for financial reasons and otherwise. When the Board determines to reduce the number of administrators covered by this Agreement, the particular administrators to be laid off shall be determined by the Board based upon their experience, competency, qualifications, length of service, certification, and other relevant factors as determined by the Board. If all other factors are equal as determined by the Board, the administrator with the least length of service as an administrator shall be laid off.

SECTION B

No administrator shall be laid off pursuant to a reduction in staff unless he has been notified of said layoff in writing at least thirty (30) calendar days prior to the effective date of layoff. In the event of layoff, the administrator's individual contract of employment shall terminate and the Board shall have no obligation for further salary payment. The Board shall continue to provide insurance coverage until such time as the administrator obtains insurance coverage from another source, for three months, or the end of the contract year, whichever comes first.

SECTION C

Any administrator who is laid off shall have the right to recall to employment as an administrator based on certification, experience, competency, qualifications, length of service, and other relevant factors as determined by the Board. If all other factors are equal, the administrator with the greatest length of service as an administrator shall be recalled first. An administrator's eligibility for recall shall terminate if he resigns, fails to accept recall to a position for which he is certified within ten (10) calendar days of notice, or a period of time equal to his length of service in the bargaining unit, but not to exceed three (3) years from the effective date of layoff, has lapsed. The Board's notice of recall shall be transmitted by certified mail to the administrator's most recent address on file with the Board.

ARTICLE IX

PAID LEAVES

SECTION A

At the beginning of the school year, each administrator shall be credited with ten (10) days sick leave per year for all administrators except the High School Principal, the Assistant High School Principal of Career/Technical Education, and the Director of Adult Education who shall be credited with twelve (12) sick leave days per year, accruable to a maximum of one hundred twenty (120) days. Unused personal business leave days may be accrued at the rate of two (2) days per year to extend maximum sick leave accumulation to one hundred forty (140) days. If the administrator should become a teacher in the district, teacher sick leave policies will apply.

SECTION B

Up to five (5) days of accrued sick leave per fiscal year (July 1 through June 30) may be used for the critical illness of a member of the administrator's immediate family which shall be defined as the administrator's spouse, child, parent, or any relative who is a permanent resident of the administrator's household or is a dependent for tax purposes. Critical illness shall be defined as a serious emergency or life-threatening condition requiring the presence of the administrator.

SECTION C

An administrator may use up to four (4) days per fiscal year, not charged to sick leave, for personal business. These days shall not be accumulative except as indicated in Section A. The use of these days must be arranged in advance with the Assistant Superintendent for Personnel. An administrator planning to use a personal business day at least three (3) days in advance, except in cases of emergency. Personal business days shall not be taken the day before or the day following a holiday or vacation or during the first five (5) days or last five (5) days of the school year, unless approved by the Superintendent.

SECTION D

Each administrator will be granted five (5) days leave not charged to sick leave in the case of a death in the immediate family which shall be defined as parent, spouse, and child. Two (2) days not charged to sick leave, will be granted for the death of grandparents, grandchildren, and siblings (including in-law and step-relatives.) One (1) day, not charged to sick leave, may be granted by the Assistant

(Article IX, Paid Leaves, Cont.)

Superintendent of Human Resources for the funeral of a person whose relationship to the administrator warrants such attendance. Additional days may be granted by the Superintendent.

SECTION E

Each fiscal year an administrator will be allowed one (1) professional day which may accumulate from year to year to a maximum of five (5) days. Subject to the prior approval of the Assistant Superintendent for Personnel, a professional day(s) may be used for any educational purpose. A written request shall be made at least five (5) days in advance of a planned professional day absence.

SECTION F

An administrator who is summoned and reports for jury duty, as prescribed by applicable law, shall receive regular compensation. Any compensation received for jury service (not to include expense reimbursement) shall be submitted to the Assistant Superintendent for Personnel or his designee.

SECTION G

Leave of absence with pay shall be granted for court appearances as a witness in any case in which the administrator's connection with the case stems from his employment with the Board, provided that the legal action is not instigated by or on behalf of the administrator or Association against the Board. Any witness fee paid to the administrator shall be submitted to the Assistant Superintendent for Personnel.

SECTION H

Worker's compensation will be the exclusive remedy for any work-related injury or disability provided worker's compensation is available.

ARTICLE X

UNPAID LEAVES AND PROFESSIONAL GROWTH

SECTION A

An administrator may be granted a leave of absence for up to one (1) year for personal reasons, including but not limited to, child care, study, family concerns, illness or disability extending beyond paid sick leave. The leave shall be without pay or fringe benefits. The granting of personal leave shall be at the Board's discretion. The terms of the leave, including the date of return to employment and the position to which the administrator would return, shall be specified prior to the leave being granted. A written request for an unpaid leave must be submitted to the Assistant Superintendent for Personnel at least eight (8) weeks prior to the time the leave is to commence unless an exception is granted.

SECTION B

Any administrator pursuing a program of professional growth may be permitted to arrange his working hours to accomplish the same as long as he is otherwise able to perform his duties and responsibilities, provided that said arrangement is submitted to the Superintendent in advance and receives his approval.

ARTICLE XI

GRIEVANCE PROCEDURE

SECTION A

A grievance shall be an alleged violation of the express terms of this Agreement.

SECTION B

An administrator alleging a grievance must submit a written grievance to the Assistant Superintendent for Personnel within twenty (20) calendar days of the occurrence of the condition giving rise to the grievance. Should an administrator fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state: who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

(Article XI, Grievance Procedure, Cont.)

SECTION C

Within twenty (20) days of receipt of the written grievance the Assistant Superintendent for Personnel shall meet with the grievant and an Association representative to discuss the grievance. The Assistant Superintendent for Personnel shall issue his disposition of the grievance in writing within ten (10) days of the meeting.

SECTION D

If the decision of the Assistant Superintendent for Personnel is not considered acceptable, the grievant must present the written grievance to the Superintendent within ten (10) days of receipt of the decision by the Assistant Superintendent for Personnel. The grievant must state the reason(s) why the decision of the Assistant Superintendent for Personnel was not considered acceptable. The Superintendent shall meet with the grievant and an Association representative within fifteen (15) days from the date of his receipt of the grievance. The Superintendent shall issue a decision in writing within ten (10) days of the meeting.

SECTION E

If the decision of the Superintendent is not considered acceptable, the grievant must present the written grievance to the Secretary of the Board within ten (10) days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board shall meet with the grievant and an Association representative within thirty (30) days from the date of the Board's receipt of the grievance. The Board shall issue a decision in writing within ten (10) days of the meeting. The Board's disposition shall be final and binding.

SECTION F

Time limits shall be strictly observed and may be extended only by written mutual agreement. Should an administrator fail to appeal a decision within the specified time limit, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued.

SECTION G

Any individual administrator may discuss a concern or present a grievance without Association representation, and the concern or grievance may be resolved if the resolution is not inconsistent with the terms of this Agreement.

(Article XI, Grievance Procedure, Cont.)

SECTION H

The Association will have no right to initiate a grievance involving the right of an administrator without his/her expressed approval in writing thereon.

SECTION I

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the administrator or participating Association representatives are to be on the job. If the Board's representatives agree to meeting during regular working hours, the administrators involved shall be released for the time required.

ARTICLE XII

INSURANCE BENEFITS

SECTION A

For the 2013-2014 school years, the District shall provide to all full-time administrators MESSA-PAK for a 12-month period, either Plan A or Plan B for the administrator and his/her family. It is the responsibility of each administrator to apply in timely manner for appropriate benefit coverage. An open enrollment period shall be provided annually. No administrator shall be eligible for benefit coverage until properly enrolled and the appropriate waiting period has expired.

SECTION B

Effective for the **2013-2016** school years.

- A. The Employer shall provide to the bargaining unit member working half-time or more the following MESSA-PAK for a 12-month period, either Pak A or Pak B for the administrator and his/her family. It is the responsibility of each administrator to timely apply for appropriate benefit coverage. An open enrollment period shall be provided twice annually (once in August and once in November). No administrator shall be eligible for benefit coverage until properly enrolled. For purposes of determining these costs, the District will have the right to collect declarations from members of their intended enrollment class at the start of the school year.

(Article XII, Insurance Benefits, Cont.)

- B. No administrator shall actually be covered for benefits until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the policy, plan or program requirements. The school district is not responsible for benefits available under said plan, program or policy for any period when the employee is not covered. The terms and conditions of the plan, program, or insurance policy determine eligibility for benefits.
- C. The district shall pay the full annual amount allowed per the provisions of PA 152 of 2011 toward the MESSA premiums and, when applicable, deductible contributions to the members Health Savings Account. These limits for 2013-2014 are:

- \$5692.50 for SINGLE subscribers
- \$11385.00 for TWO PERSON (self - spouse or self - child) subscribers
- \$15525.00 for FAMILY subscribers

These limits will be paid toward the total of 12 months of premiums for members opting for Choices II coverage, and toward the total of 12 months of premiums and the front loaded deductible for members opting for the ABC Plan 1 coverage. Members enrolled for less than 12 months will have monthly prorated limits established by dividing the appropriate limit by twelve (12).

The employee's share of their total insurance cost for either PAK A option 1 (total of monthly premiums) or PAK A option 2 (total of monthly premiums plus deductible contribution to Health Savings Account) will be payroll deducted bi-weekly for 20 pays beginning with the second pay period of the teacher's contract year.

Any member selecting to convert to the ABC Plan 1 in January of any year, must calculate his cost as four months on Choices II and 8 months ABC Plan 1 premiums, plus the cost of the front loaded deductible to be paid into the Health Savings Account . The individual member must reimburse the District for any amount that this cost exceeds the cost of the "lowest rate" in his or her enrollment class.

Any member that has a status change that causes an increase in the cost of their insurance after the first open enrollment period must reimburse the District for any total added cost that is outside of the District's maximum cost limit as prorated monthly.

Any member employed within the bargaining unit after the calculation for shares has been made must reimburse the District for any total added cost that is outside of the District's maximum cost limit as prorated monthly.

MESSA PAK A: MESSA HEALTH INSURANCE

OPTION 1:

The District shall provide to all full-time administrators Full Family MESSA CHOICES II with XVA2 Rider. The drug card shall be changed to the MESSA Saver Rx (\$2/\$10/\$20/\$40); Long Term Disability 66-2/3%, \$3,000 monthly maximum, 180 calendar days modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA.

OPTION 2:

MESSA ABC PLAN 1 (HSA) with XVA2 rider; saver RX (\$2/\$10/\$20/\$40), SINGLE \$ 1,250 deductible, TWO PERSON/FULL FAMILY \$ 2,500 deductible. The full deductible amounts for members taking this option will have their full deductible amounts deposited by the District in to their HEALTH EQUITY HSA by January 1, of each year. Employees may contribute, through payroll deduction and electronic transfer additional money towards their HEALTH EQUITY HSA up to the maximum federal amounts allowed. It is understood by the parties that in the event federal requirements for minimum deductible amounts required for Health Savings Account exceed the current deductible attached to MESSA ABC Plan 1, the annual deductible attached to this plan will automatically be increased to those federally required minimum levels.

Bargaining unit members may opt for MESSA ABC (HSA) during the November limited enrollment period. The HSA deductible amount runs from January 1 to December 31. Any member making an enrollment that is different from their declared enrollment in the first enrollment period in August will be required to reimburse the district for any additional cost as result of their new enrollment.

The district's section 125 plan shall include the provision necessary for pre-tax contributions to employee's HSA accounts administered through HEALTH EQUITY.

All other non-health MESSA PAK A and PAK B benefits described below shall be fully paid by the District.

(Article XII, Insurance Benefits, Cont.)

PAK A Benefits:

Long-term disability (LTD) 66 2/3 %, \$ 5,000 monthly maximum, Monthly salary maximum \$ 7,500; 180 calendar days modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA; Full Family Delta Dental 100/100/80/80; Annual Max \$1,000; Child Orthodontics lifetime maximum = \$2,000. Full Family Vision (VSP 2); \$15,000 Term Life Insurance AD & D.

MESSA PAK B: WAIVER OF HEALTH INSURANCE

Bargaining unit members not electing one of the options in MESSA PAK A Plan will select MESSA PAK B Plan, which will include: Cash in the amount equal to \$275 per month for twelve (12) months; Long-term disability (LTD) 66 2/3 %, \$ 5,000 monthly maximum, Monthly salary maximum \$ 7,500; 180 calendar days modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA; Full Family Delta Dental 100/100/80/80; Annual Max \$1,000; Child Orthodontics lifetime maximum = \$2,000. Full Family Vision (VSP 2); \$15,000 Term Life Insurance AD & D.

As soon as possible after ratification of the 2012-2013 Master Agreement, the third party administrator (TPA) for all 403(b) annuity contributions shall be MEA Financial Services. The district shall not charge bargaining unit members for any administrative fees. It is not the intent of this provision to change the currently named investment providers.

SECTION C

Payments made by payroll deduction from an Administrator's paycheck for any insurance premium payments under Option 1 or 2 shall be made pursuant to an IRS qualified Section 125 plan. The payroll deduction for the yearly amount shall be made over twenty (20) paychecks starting with the second paycheck of the school year.

SECTION D

Administrators not electing health insurance coverage through the District will receive cash in the amount equal to and \$3300 fiscal year. This amount will be paid in bi-weekly installments as part of the Administrator's regular pay check and will be subject to income and social security taxes. Such cash payment however, does not qualify as, and will not be reported as, compensation for Retirement (Michigan Public School Employees' Retirement System) purposes.

(Article XII, Insurance Benefits, Cont.)

SECTION E

The Board shall provide life insurance coverage through a carrier selected by the Board in a benefit amount equal to one and one-half (1 ½) times the administrator's contractual salary.

SECTION F

The Board shall provide liability insurance in the amount of Two Million Dollars (\$2,000,000) through a carrier to be determined by the Board.

SECTION G

If the administrator terminates employment or goes on an unpaid leave, paid insurance coverage will cease at the end of the last month worked.

SECTION H

It shall be the responsibility of the administrator to properly enroll in insurance programs available and make notification of any change in status in a timely fashion. All coverage and benefits are subject to policy or program terms and conditions.

SECTION I

Part-time administrators working at least half-time shall be eligible for plan, program, or insurance policy benefits on a prorated basis. The administrator must authorize payroll deduction for the balance of the costs. Any administrator working less than half-time shall not be eligible for paid insurance benefits.

ARTICLE XIII

ADDITIONAL BENEFITS

SECTION A

Termination Pay: Administrators who have completed at least ten (10) years of service with the Mount Pleasant Board of Education, and are retiring under the provisions of the Michigan School Employee Retirement Fund, shall receive terminal pay computed at Forty Dollars (\$40) for each year of service in the District up to twenty (20) years, after twenty (20) years and up to twenty-five (25) years of service in the District, the terminal pay shall be computed at Sixty Dollars (\$60) per year. The maximum for termination pay shall be One Thousand Five

(Article XIII, Additional Benefits, Cont.)

Hundred Dollars (\$1,500.) Administrators who are awarded extra Administrator Coordinator responsibilities pursuant to Article XVII shall not be entitled to termination pay.

SECTION B - Conference Expenses

Administrators' expenses for approved conference attendance shall be paid in full on an actual cost basis and substantiated by voucher.

SECTION C - Travel Expenses

Each administrator other than the Supervisor of Special Education, not provided a district vehicle, shall be paid \$1000 per year for travel within the district. Supervisor of Special Education shall be paid \$1,750 per year for travel in the district. These payments will be made along with the first paycheck in November each year. Each administrator shall be reimbursed at the current IRS rate for use of personal vehicle which conducting job-related activities for travel outside the district.

SECTION D - Other Expenses

Each administrator shall be reimbursed for expenses incurred for other job-related activities when approved and substantiated by voucher.

SECTION E - Education Expenses

1. The Board shall, as a condition of employment, require each administrator to complete an approved workshop or seminar every two (2) years. Full tuition for such approved course, workshop or seminar shall be reimbursed.
2. Upon prior written approval of the Superintendent, the Board shall reimburse an administrator for the successful completion of up to six (6) credit hours of tuition at a Michigan public college or university per fiscal year.

SECTION F - Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Good Friday, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day. When any designated holiday falls on the weekend, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable based upon the scheduling of school. All schedules must be in keeping with the Board adopted school calendar.

(Article XIII, Additional Benefits, Cont.)

SECTION G - Physical Examination

The Board agrees to pay, once every three (3) years, the cost of a complete physical examination for the administrator.

SECTION H - Professional Dues

The Board agrees to pay the dues for one State or National professional organization.

SECTION I

The Board agrees to pay the re-certification fee when an administrator's position is changed by the District.

SECTION J

The Board agrees to pay the basic retirement contribution to the Michigan Public School Employee Retirement System for each administrator.

SECTION K

Administrators may be granted up to fifteen (15) years credit on the longevity scale for outside public administrative experience.

SECTION L

The District shall provide administrators with a cell phone for school business use only at District expense. If an administrator chooses to provide the District with his private cell phone number and agrees that it may be distributed to district personnel for school business purposes, the administrator shall receive a payment of \$250.00 per year. If an administrator elects to provide his cell phone for business use after the start of the school year, the district shall pay a prorated portion of the \$250 calculated at \$25.00 per month for the remaining months in the standard school year.

ARTICLE XIV

AGREEMENT NOT TO STRIKE

The Association recognizes that strikes by public employees are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and each individual administrator agree that they will not direct, instigate, participate in, encourage, or support any strike, slowdown, work stoppage, picketing, or sit-in against the District or Board by any employee or group of employees.

ARTICLE XV

EXTENT OF AGREEMENT

SECTION A

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

SECTION B

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

SECTION C

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the employer which are not contrary to the provisions of this contract shall remain in full force and effect.

SECTION D

The Board and the Association agree that they shall meet upon request by either party to discuss matters relevant to the administration of this Agreement. The party requesting this conference will advise the other party of the matter to be discussed. Said conference shall not replace bargaining or the grievance procedure.

ARTICLE XVI

NEGOTIATIONS PROCEDURES

SECTION A

At least sixty (60) days prior to the termination of this Agreement either party may give the other party notice, by registered mail, of its desire to terminate, modify, or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor Agreement. In the event that neither party gives notice to the other of its intention to terminate, modify, or amend this Agreement, at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

SECTION B

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

SECTION C

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) copy shall be retained by the Association.

ARTICLE XVII

ADMINISTRATOR COORDINATOR RESPONSIBILITIES

SECTION A

Any administrator who has been employed in the District at least ten (10) years or employed by the district for at least five (5) as an administrator and who has working knowledge of the Mt. Pleasant School District's policies, practices and curriculum may apply for a two-year extra assignment to perform Administrator Coordinator responsibilities with specific assignment by the Board of Education to confer, do research, prepare materials and perform regular responsibilities of the position to which he is assigned. The additional Administrator Coordinator responsibilities would be performed at a time when the administrator is not otherwise performing his regular administrator responsibilities. The extra work would be performed for up to fifty (50) hours per fiscal year. The administrator
(Article XVII, Administrator Coordinator Responsibilities, Cont.)

will be paid Two Thousand Five Hundred Dollars (\$2,500) per year for performance of such extra responsibilities.

Interested administrators shall apply in writing to the Superintendent by April 1. Selection shall be made by the Board of Education in its discretion by April 25. The final determination of such selection is vested in the Board. No administrators shall be granted this assignment more than once.

SECTION B

Administrators asked to serve on the Board's negotiating team with the Mt. Pleasant Education Association will be granted two (2) compensation days each year in exchange for the time served as a member of the Board's negotiating team.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2013**, and shall remain in full force and effect until **June 30, 2016**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

FOR THE BOARD

FOR THE ASSOCIATION

Date

Date

RE: APPENDIX A

2013-2014 Administrator Salary Schedule

POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HS Principal	240	\$81,219	\$86,602	\$87,899	\$88,756	\$90,536
HS AP	207	\$66,674	\$69,594	\$70,534	\$71,578	\$72,651
High School Assistant Principal For Career/Tech Ed	237	\$78,499	\$83,380	\$84,629	\$85,880	\$86,737
Intermediate School Principal	227	\$73,178	\$77,428	\$78,591	\$79,750	\$80,947
Intermediate School AP	207	\$66,674	\$69,594	\$70,534	\$71,578	\$72,651
Elementary Principal	207	\$66,674	\$69,594	\$70,534	\$71,578	\$72,651
Director Transportation	212	\$38,064	\$39,471	\$40,061	\$40,655	\$41,265
HS Athletic Director	222	\$71,506	\$74,530	\$75,645	\$76,765	\$77,917
Director Adult & Community Ed.	240	\$74,254	\$78,382	\$79,559	\$80,732	\$81,536
Supervisor of Special Education	227	\$73,178	\$77,428	\$78,591	\$79,750	\$80,947

MA	Plus 15	Plus 30	Plus 45	
	\$1,436	\$2,523	\$3,996	
Longevity	After 5 Yrs.	After 10 Yrs.	After 15 Yrs	After 20
Yrs	\$3,397	\$4,890	\$6,873	\$8,154
	After 25 Yrs.	After 30 Yrs.		
	\$9,334	\$10,668		

APPENDIX B

The number of days required for each administrative position is as follows.

1	High School Principal	240 Days
1	High School Assistant Principals	207 Days
1	High School AP/Director of Athletics	222 Days
1	High School Asst. Principal Career/Technical Ed.	237 Days
1	Director of Adult and Community Education	240 Days
1	Intermediate School Principal	227 Days
1	Assistant Intermediate School Principal	207 Days
1	Alternative High School Principal	212 Days
5	Elementary School Principals	207 Days
1	Director of Transportation Services	212 Days
1	Supervisor of Special Education	227 Days