

This AGREEMENT entered into this 18th day of May, 2011 is by and between the Board of Education of the East China School District, hereinafter called the BOARD, and the East China Administrators Association, hereinafter called the ASSOCIATION.

## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the ASSOCIATION to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all regular full-time and part-time Principals, Assistant Principals, and Dean of Students under annual contract employed by the BOARD but EXCLUDING Superintendent of Schools, Assistant Superintendents, Directors Supervisors, and other full-time and part-time executive, administrative or supervisory personnel not specifically included in the bargaining unit and all others.

## **ARTICLE II**

### **DEFINITIONS**

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- A. BOARD shall mean the Board of Education of the East China School District or its designated agents.
- B. ASSOCIATION shall mean the East China Administrators Association.
- C. Administrator shall mean any member of the bargaining unit.
- D. Superintendent shall mean the Superintendent of Schools of the East China School District or his designated agents.
- E. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

## **ARTICLE III**

### **RIGHTS OF THE BOARD**

Except as otherwise provided in this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the management and the administrative control of the school system and its properties and facilities;
- B. To hire all administrators and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, or transfer;
- C. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To determine the duties, responsibilities and assignments of administrators;
- E. To determine the type and number of administrators;
- F. To determine the legal, operational, geographical and organizational structure of the District, including the chain of command, division of administration authority, organization divisions and subdivisions, external and internal boundaries of all kinds, and advisory committees;
- G. To determine the educational policies, procedures, objectives, goals and programs including those relating to admissions, attendance, pupil transfers, transportation, food services, curriculum, course content, textbook selection, educational equipment and supplies, grade level advancement, guidance, grading systems, pupil testing, records, student health and safety, student conduct, student discipline, extra curricular and co-curricular activities of students;
- H. To determine the dates, times and hours of operation of District facilities, functions and activities; work schedules; the school calendar;
- I. To determine the safety and security measures for students, employees, the public properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- J. To determine the termination or layoff of administrators.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board in its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

**ARTICLE IV**

**COMPENSATION AND EVALUATION**

- A. Administrators covered by this agreement will be compensated by using a factor multiplied by Step 10 of the teacher M.A. salary level. The salary would be distributed over twenty-four (24) equal pays (twice monthly on the 8<sup>th</sup> and the 23<sup>rd</sup> of each month) with direct deposit required. **(No step increases for administrators for 2011-12).**

**Administrative Salary Factors  
(Existing Bargaining Unit Members as of May 18, 2011)**

|                                   | <u>1<sup>st</sup> and 2<sup>nd</sup> Year</u> | <u>3<sup>rd</sup> Year</u> | <u>4<sup>th</sup> Year</u> | <u>5<sup>th</sup> Year</u> |
|-----------------------------------|---|----------------------------|----------------------------|----------------------------|
| High School Principal             | 1.36  | 1.39                       | 1.41                       | 1.425                      |
| Middle School Principal           | 1.28  | 1.31                       | 1.33                       | 1.345                      |
| Elementary Principal              | 1.21  | 1.24                       | 1.26                       | 1.275                      |
| High School Assistant Principal   | 1.19  | 1.22                       | 1.24                       | 1.255                      |
| Alternative High School Principal | 1.18  | 1.21                       | 1.23                       | 1.245                      |
| High School/Middle School AP/AD   | 1.18  | 1.21                       | 1.23                       | 1.245                      |
| Middle School Assistant Principal | 1.17  | 1.20                       | 1.22                       | 1.235                      |
| Dean of Students                  | 1.05  | 1.10                       | 1.14                       | 1.170                      |

1. Years above are defined as years in position with the ECSD. Administrators hired from outside the district may be given up to two years experience in position to be placed up to the third year step at the superintendent's discretion.
2. Additional administrative responsibilities will be assigned to administrators who are supervising buildings that are significantly smaller than the average size for that level.
3. Administrators who receive an unsatisfactory rating on their annual performance evaluation will not be eligible for a salary increase until the rating has been adjusted to satisfactory.

**Administrative Salary Factors  
(Bargaining Unit Members hired after May 18, 2011)**

|                                   | <u>1<sup>st</sup> Year</u> | <u>2<sup>nd</sup> year</u> | <u>3<sup>rd</sup> Year</u> | <u>4<sup>th</sup> Year</u> | <u>5<sup>th</sup> Year</u> |
|-----------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| High School Principal             | 1.34                       | 1.35                       | 1.37                       | 1.39                       | 1.410                      |
| Middle School Principal           | 1.26                       | 1.27                       | 1.29                       | 1.31                       | 1.330                      |
| Elementary Principal              | 1.19                       | 1.20                       | 1.22                       | 1.24                       | 1.260                      |
| High School Assistant Principal   | 1.17                       | 1.18                       | 1.20                       | 1.22                       | 1.240                      |
| Alternative High School Principal | 1.16                       | 1.17                       | 1.19                       | 1.21                       | 1.230                      |
| High School/Middle School AP/AD   | 1.16                       | 1.17                       | 1.19                       | 1.21                       | 1.230                      |
| Middle School Assistant Principal | 1.15                       | 1.16                       | 1.18                       | 1.20                       | 1.220                      |
| Dean of Students                  | 1.05                       | 1.08                       | 1.10                       | 1.12                       | 1.150                      |

B. **Evaluation**

The work performance of all administrators shall be evaluated, in writing, at least once per year. Evaluations will be based on the performance responsibilities as outlined in the position description and mutual goals established by the Superintendent and Administrator at the beginning of each year. A mid-year conference will be held with each administrator to discuss performance. Annual evaluations will be completed by April 30. Evaluation forms are attached as Appendix A to this agreement.

**ARTICLE V**

**SCHOOL YEAR & SCHOOL CLOSING**

A. The work year (calendar) will be determined by the Board. If the East China Schools are closed because of a strike or lack of funds, the Board shall have the right to adjust the work calendar. During the work stoppage, administrators may be furloughed or continued in their positions. If furloughed, the administrator shall be required to work the number of days remaining in his contract. If the administrator is continued in his position, he shall receive compensatory time (day for day) for each day he works beyond this original contract. In either case the administrator is to continue receiving his salary in the same manner as if no stoppage had occurred.

B. The work year for administrators shall be as follows:

**(For 2011-12 and 2012-13 one less work day is required than the following)**

|                                   |                                    |
|-----------------------------------|------------------------------------|
| High School Principals            | 223 days (referred to as 45 weeks) |
| Alternative High School Principal | 213 days (referred to as 43 weeks) |
| Middle School Principals          | 218 days (referred to as 44 weeks) |
| Elementary Principals             | 213 days (referred to as 43 weeks) |
| High School Asst. Principals      | 213 days (referred to as 43 weeks) |
| Middle School Asst. Principals    | 213 days (referred to as 43 weeks) |
| Dean of Students                  | 208 days (referred to as 42 weeks) |

The work year indicated above includes seven holidays (Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day) when administrators do not report to work.

C. When all schools are closed to students due to adverse or inclement weather conditions, the administrator will not be required to report to his usual work stations. However, each administrator shall attempt to spend some time in his respective building when weather conditions permit and traveling would not be hazardous to his safety.

**ARTICLE VI**

**CONTINUITY OF OPERATIONS**

- A. The Association agrees that it will not call, sanction, or engage in any strike, slowdown or stoppage of work.
- B. The Association also agrees that the administrators will cross any picket line to get to work.

**ARTICLE VII**

**MILEAGE ALLOWANCE**

- A. The administrators will be given a school year allowance for operation of their personal cars for school related activities as follows:

|                                   |        |
|-----------------------------------|--------|
| High School Principals            | \$1200 |
| Middle School Principals          | \$900  |
| Alternative High School Principal | \$800  |
| Elementary Principals             | \$800  |
| High School Assistant Principals  | \$1100 |
| High School/Middle School AP/AD   | \$1100 |
| Middle School Asst. Principals    | \$800  |
| Dean of Students                  | \$700  |

- B. For mileage not ordinarily related to their school work, the Administrators will be reimbursed in the same manner as allowed for teachers.

**ARTICLE VIII**

**PROFESSIONAL LEAVE DAYS**

Administrators shall be permitted to attend state and/or national conferences/events designed to augment their competencies, or to gain skills adjudged necessary to enhance programs of interest to the Board. Time spent at such events shall not be charged to administrators; the reasonable and verified costs of such events shall be borne by the Board. All such conferences/events shall be approved in advance by the Superintendent. Unused allocation shall be carried forward for the next fiscal year to a maximum of two years allocation.

## **ARTICLE IX**

### **ILLNESS AND DISABILITY**

- A. Sick days shall accrue at the rate of one and three-tenths (1-3/10ths) days per month or thirteen (13) days per year for all administrators except administrators in their first year of employment in the School District shall accrue sick days at the rate of one and one-half (1-1/2) days per month or fifteen (15) days per year. The maximum aggregate accumulation shall be two hundred fifty (250) days.
  
- B. Sick days without loss of pay chargeable against sick days may be taken for the days scheduled to work up to the maximum accumulation of sick days for the following reasons and subject to such limitations as provided:
  - 1. Illness or physical disability or any exposure to contagious disease that requires isolation as certified to by a physician licensed to practice.
  
  - 2. Death in the immediate family, a maximum of four (4) days per incident, at least three (3) days of which shall be between the time of death to and including the day of the funeral except in the case of death of parent, spouse, or child. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, and grandparent. The maximum number of days allowed may be extended at the sole discretion of the Superintendent.
  
  - 3. Three (3) days to make arrangements for medical or nursing care for serious emergency illness in the immediate family with a maximum annual total of six (6) days for all such incidents. However, the Board may require verification of the need at its discretion. The maximum number of days allowed may be extended at the sole discretion of the Superintendent.
  
  - 4. For the funeral of a brother-in-law and sister-in-law and the death of a relative residing in the same household, but limited to one (1) day per incident. The maximum number of days allowed may be extended at the sole discretion of the Superintendent.
  
  - 5. If an administrator is absent because of a disability compensable under the Michigan Worker's Compensation Law, the administrator will be allowed to use accumulated sick leave days to offset the loss or difference between Worker's Compensation and his regular daily salary. The rate of sick leave deduction will be pro-rated based on the difference allowed under Workers' Compensation to the regular daily salary. The Employer's maximum liability under this section shall be the salary amount of the administrator's accumulated sick leave days at the time of the claim.

- C. A doctor's certificate may be required in case of absence due to injury, physical disability or personal illness for three (3) successive days or more or habitual absence. In the case of absence due to any of the above for ten (10) consecutive school days or more, or in the case of habitual absences, the Board may require verification from a physician designated by the Board, in which case the Board shall pay for said physician's services.

## **ARTICLE X**

### **SPECIAL LEAVE DAYS**

- A. **SPECIAL LEAVE DAYS - WITHOUT LOSS OF PAY**

A maximum of three (3) special leave days (non-cumulative), will be allowed annually without loss of pay, chargeable against sick days for obligations that cannot be met outside the regular school day. These days will be approved by the Superintendent of Schools with five (5) days advance notice.

- B. **SPECIAL LEAVE DAYS - WITH LOSS OF PAY**

The administrator may be granted special leave with loss of pay when requested on forms provided for that purpose five (5) days in advance of the anticipated absence with a maximum absence of five (5) days per year (non-cumulative). Additional days may be taken only with the approval of the administration and requests for such approval must be submitted to the administration seven (7) days in advance of the date of the requested absence. The decision of the administration and/or the Board is final and not reviewable.

## **ARTICLE XI**

### **FRINGE BENEFITS**

The Board of Education will continue comparable health insurance as outlined in A, B, and C of this Article, but reserves the right to contract with companies other than MESSA if comparable coverage is available.

- A. **Health Insurance**

Beginning with the effective date of the coverage, the Board will pay the cost of hospital-medical-surgical insurance for each administrator and dependents with benefits no less than Priority Health HSA Plan with \$1500/\$3000 deductible funded by the district, together with ten/forty dollar (\$10/40.00) deductible prescription drug plan, provided the administrator is not covered by a comparable health insurance program. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premiums as set forth in this paragraph for administrators under payroll deduction. Upon written authorization by the administrator,

the Board will deduct from the administrator's paycheck and transmit to the Carrier for additional options (if allowed by the Carrier) selected by the administrator. Beginning July 2011, administrators will contribute \$72.50 per pay (single) for 24 pays or \$145 per pay (two person or full family) for 24 pays towards the cost of the premium through payroll deduction.

B. Health Insurance Opt-Out Plan

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code to be effective January 1, 1996. Under this plan, an individual employee may elect to receive cash in lieu of health insurance benefits if he/she meets the following prerequisites:

- a. He/she is eligible to receive health insurance benefits; and
- b. He/she files a Benefit Election Form within the timelines established by the Plan Administrator; and
- c. He/she certifies that he/she is covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash opt-out prorated.

The maximum amount of the cash benefit for administrators eligible for full family coverage shall be \$250 per month. The maximum amount of the cash benefit for administrators eligible for self and spouse coverage shall be \$167 per month. The maximum amount of the cash benefit for administrators eligible for single subscriber coverage shall be \$100 per month. If the administrator has the ability to elect other district sponsored insurance through spouse or family member and elects said insurance, the opt-out payment shall be zero.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

- C. The Board will pay the premium for benefits no less than the Humana Dental Care Plan (Single, 2-Person, or Full Family) currently in effect including internal and external coordination of benefits (90/90/90 max \$1500, ortho 50/\$1500 max). The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement, amount, duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums. If an administrator opts out as stated above, he/she shall not be eligible for dental coverage.

- D. The Board will pay the premium for a vision plan (Single, 2-Person, or Full Family, whichever is applicable) for each administrator and his dependents with benefits no less than the vision plan currently in effect. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement, amount, duration of the benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.



E. The Board will pay the premium for long-term disability insurance protection for each administrator under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing three (3) months after absence due to sickness or accident commences and shall not be more than sixty percent (60%) of base salary or five thousand dollars (\$5,000) per month, whichever is lesser. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

F. **Term Life Insurance**

The Board will pay the premium for Group Term Life Insurance two times the annual salary for each administrator figured to the nearest one thousand dollars (\$1000) to a maximum benefit of \$250,000 under a group policy with a Carrier selected by the Board. Subject to agreement by the Carrier, the policy will include the following privileges: 1) administrators who start working after the effective date of the policy will be covered effective the first day of the month following active employment; 2) administrators leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure; 3) administrators will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of the premiums as set forth in this paragraph. The Group Term Life Insurance described herein before shall contain a double indemnity provision for accidental death.

G. **Severance Pay**

After ten (10) continuous years of regular employment under contract with the School District, the following severance payment will be made for each unused sick day accumulated over fifty (50) days: Twenty dollars (\$20.00) per day with a maximum payment of three thousand eight hundred dollars (\$3,800). If the East China Education Association negotiates an Early Retirement Incentive, affected administrators may elect the teachers' plan.

H. In order to effect change in coverage and/or initiate coverage under the various insurance plans, the administrator must complete the appropriate forms of the Carrier at the Central Administrative Office of the School District. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of the premiums. The master insurance policies are available at the Central Administrative Office of the School District and the Association having examined them agrees that the coverages afforded thereby meet the requirements of this Agreement.

I. **Longevity Pay (Payments Suspended for 2011-12 and 2012-13 school years)**

After satisfactory completion of five years service as an administrator for ECSD, the administrator will receive longevity pay annually according to the following schedule:

Starting with the 6<sup>th</sup> year and through the 7<sup>th</sup> year -- \$200 annually  
Starting with the 8<sup>th</sup> year and through the 10<sup>th</sup> year – \$400 annually  
Starting with the 11<sup>th</sup> year and thereafter – \$600 annually

For each administrator who qualifies as of the previous June 30, the annual longevity payment will be made in the month of December.

**ARTICLE XII**

**HOLIDAYS**

The following holidays will be considered as workdays: Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas, New Year's Day, Good Friday and Memorial Day.

**ARTICLE XIII**

**MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Nothing in this Agreement is to be construed as guaranteeing a position or contract, nor is anything in this Agreement to be construed as prohibiting the immediate discharge of an employee for just cause.
- C. In the event an administrator is laid off or terminated, such individual shall lose all right to compensation under this Agreement forthwith.
- D. A new member of the bargaining unit shall serve a maximum probationary period of two (2) school years during which time he/she may be subject to transfer or discharge at the sole discretion of the Board.
- E. All persons hired as an administrator will receive an individual contract which will exclude administrative tenure in position occupied. Each administrator shall execute an individual written employment contract with the District each year stating the terms and conditions of said administrator's employment subject to the terms of this Agreement.

- F. The Board of Education will pay each principal's State and National Association professional dues during each year of this Agreement.
- G. Third year administrators will receive a two (2) year annually renewable contract. First and second year administrators will receive a two (2) year contract which is not annually renewable. Upon satisfactory completion of the second year, as reflected in the performance evaluation, the administrator will receive a two (2) year annually renewable contract. Two-year annually renewable contracts are contingent upon a satisfactory performance evaluation.
- H. In the event a reduction of administrative personnel results in the lay-off of an administrator represented by this agreement, he/she will retain recall rights to a similar position within a classification listed as follows:
- Dean of Students
  - Elementary Principal
  - Secondary Assistant Principal
  - Alternative High School Principal
  - Middle School Principal
  - High School Principal

Lay-off within classification is based on district-wide administrative seniority. Laid-off administrators shall be recalled in reverse order of lay-off to a position within their classification. Classification is defined as the position in which the individual worked at the time of lay-off. Recall rights apply only to classification that individual was in at time of lay-off, e.g. (laid-off elementary principal has recall rights to elementary principalship only). It is further understood that laid-off personnel will have the opportunity to be recalled prior to the District hiring personnel in their classification from outside the bargaining unit. Administrators laid off would reimburse the summer unemployment monies, if recalled prior to the start of the contract.

- I. This contract may not be altered, amended, or discontinued without the mutual consent of the Board of Education and the East China Administrators Association for the duration of this Agreement.

**ARTICLE XIV**

**DURATION OF AGREEMENT**

This Agreement shall be in effect as of July 1, 2011, until June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**EAST CHINA SCHOOL DISTRICT**

**EAST CHINA  
ADMINISTRATORS ASSOCIATION**

\_\_\_\_\_  
Dr. Rodney Green, Superintendent  
East China School District

\_\_\_\_\_  
Mr. Michael Alley, President  
East China Administrators Association

\_\_\_\_\_  
Mr. Ronald Miller, Vice-President  
East China Administrators Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date