G·P·P·S·S

GROSSE POINTE
PUBLIC SCHOOL SYSTEM

MASTER AGREEMENT
2009 - 2013

The Grosse Pointe Public School System

The Grosse Pointe Administrators Association

389 St. Clair
Grosse Pointe, Michigan 48230

AGREEMENT
BETWEEN
THE GROSSE POINTE PUBLIC SCHOOL SYSTEM
AND
THE GROSSE POINTE ADMINISTRATORS ASSOCIATION

TABLE OF CONTENTS

RECOGNITION 1
ADMINISTRATIVE CONTRACTS 1
REDUCTION OF ADMINISTRATIVE STAFF AND SENIORITY 1
GRIEVANCE PROCEDURES 3
STEP ONE *3*
STEP TWO *3*
STEP THREE *3*
GENERAL PROVISIONS *3*
RIGHTS TO REPRESENTATION *3*
WORK YEAR 3
VACATION ALLOWANCES 4
NON DUTY ALLOWANCE 4
PAID HOLIDAYS 5
SICK LEAVE 5
OTHER LEAVES 5
FAMILY MEDICAL LEAVE ACT (FMLA) 5
EMOTIONAL AND MENTAL HEALTH 5
LIABILITY INSURANCE 6
FRINGE BENEFITS 6
PHYSICAL EXAMINATION 6
HEALTH INSURANCE COST CONTROLS 6
PERSONAL PROPERTY 6
DIRECT DEPOSIT 6
TRAVEL/CAR ALLOWANCE 6
PROFESSIONAL DUES 7
VOLUNTARY RETIREMENT SUPPLEMENT 7
EMPLOYMENT RESTRICTIONS 7
EVALUATION 7
MOVEMENT TO MAXIMUM 7
SALARIES 8
SALARY SCHEDULE 2009-2010 8
SALARY SCHEDULE 2010-2011 9
SALARY SCHEDULE 2011-2012 10
SALARY SCHEDULE 2012-2013 10
A. GENERAL FUND EQUITY AT LEAST 10% *11*
B. GENERAL FUND EQUITY BELOW 10% *12*
C. GENERAL FUND EQUITY ABOVE 15% AFTER IMPLEMENTATTION OF SECTION A ABOVE: *13*
D. IMPLEMENTATION *13*
LONGEVITY PAY 14
HOURS AND DEGREES 14
TAX SHELTERED ANNUITYCONTRIBUTION 14
SEVERANCE PAYMENT 14

APPENDIX A 15
FLEXIBLE BENEFITS PROGRAM 15
LONG TERM DISABILITY INSURANCE 15
GROUP LIFE INSURANCE 15
HEALTH COVERAGE 15
DENTAL COVERAGE 17
VISION COVERAGE 17
BENEFIT CREDITS 17
HEALTH PLAN 17
NON MEDICAL PLAN CREDITS 17
PRICE TAGS 18
HEALTH PLAN PREMIUMS 18
ELIGIBILITY 18
SELF FUNDING STATEMENT 18
NON MEDICAL PLAN PRICE TAGS 18
SECTION 125 OF THE IRS CODE 18
DURATION 19

THIS AGREEMENT ENTERED INTO THIS 3RD DAY OF JUNE, 2010, BY AND BETWEEN THE BOARD OF EDUCATION OF THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, WAYNE COUNTY, MICHIGAN, HEREINAFTER CALLED THE "BOARD" AND THE GROSSE POINTE ADMINISTRATORS ASSOCIATION.

RECOGNITION

1.0 The BOARD hereby recognizes the Grosse Pointe Administrators Association, hereafter referred to as the "ASSOCIATION," as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all full time principals, assistant principals, and director of special education and student services who are employed by the BOARD, and such other positions as may be mutually agreed upon between the parties, but excluding all other positions.

1.1 The term "administrator," when used herein, shall refer to all members of the bargaining unit represented by the Association.

ADMINISTRATIVE CONTRACTS

2.0 Administrative appointments are covered by multiple year contracts so that all eligible administrators have some limited tenure as administrators. The essential elements of the plan are as follows:

2.1 A one-year administrative period of probation in a new administrative position may be required. Additional years of administrative probation may be utilized if the circumstances warrant.

2.2 Once the administrative probationary period is satisfactorily served, a two year contract will be offered. However, in the event that an administrator receives an evaluation rating of unsatisfactory, he/she will not receive a contract extension as provided in paragraph 23.1 of the Agreement.

2.3 All contracts will be reviewed annually by June 30. A decision will be made at that time by the Superintendent of Schools, subject to approval by the Board of Education, relative to the renewal of that contract. Such information will be communicated immediately to the individual administrator.

REDUCTION OF ADMINISTRATIVE STAFF AND SENIORITY

3.0 In the event the Board decides to reduce the administrative staff, preferential status and priority for retaining any administrator in a position for which he/she is deemed qualified by the Superintendent of Schools shall be based upon the total number of years he/she has satisfactorily served the Grosse Pointe Public School System as an administrator. Additionally, one-half of the administrative experience outside of Grosse Pointe will be counted for seniority purposes.

3.1 Administrators will be deemed qualified in their current administrative position and any other administrative position they have successfully held in Grosse Pointe for a minimum of one year as a contract administrator. This qualification will also require any necessary state certification where it is required for the position. In addition, administrators may be deemed qualified for other administrative positions by the Superintendent of Schools.

3.2 The areas for qualification shall be High School Principal, High School Assistant Principal (includes High School Assistant Principal/Athletic Director in this category with an asterisk next to administrators who have served or are serving as a High School Assistant Principal/Athletic Director), Middle School Principal, Middle School Assistant Principal, Elementary School Principal, Director of Special Education and Student Services, and Supervisor of Special Education and Student Services. A seniority list shall be published by October 1 of each year showing the seniority of each administrator in his/her areas of qualification. Administrators shall have until October 31 to contact the Assistant Superintendent of Human Resources regarding any mistakes in the seniority list. After this date the list shall be deemed conclusively correct until the following October 1.

3.3 In the event that a major proportion or operating revenue is lost due to a millage failure, the Board may declare that a financial emergency has occurred at a level that requires the layoff of administrators. In this circumstance administrative contracts may be rendered null and void on the June 30 following this declaration of financial emergency. In the event any portion of the lost millage is restored, any reduction of administrative staff will be conducted in accordance with paragraph 3.4.

3.4 In the event of a reduction of administrative staff for reasons other than a financial emergency, an administrator will be given at least ninety (90) days notice prior to the effective date of the layoff. Upon layoff of employment the administrator's individual contract will be terminated.

3.5 Those who lose their positions by reduction of staff will be recalled to the first open administrative position for which they have prior successful Grosse Pointe administrative experience of a least one (1) year or are deemed qualified by the Superintendent, in order by administrative seniority, prior to the appointment of any candidates new to the school system.

3.6 The right to be recalled from layoff shall last for a period of three (3) years from the date of layoff. The Board shall give written notice of recall from layoff by registered or certified letter to the administrator at his/her address as it appears on the Board's records which shall be conclusive when used in connection with layoffs, recall or other notice to the administrator. If an administrator fails to report to work within thirty (30) calendar days from the date of mailing of the recall letter, unless an extension is granted in writing by the Board, the administrator shall be considered a voluntary quit.

3.7 If an administrator is given a notice of layoff, the Board will make an effort to secure a teaching position within the school system for which the affected administrator is certified and qualified (and per the Michigan Teacher Tenure Act), and, if successful, will pay the difference between his/her administrative salary and the corresponding years of service/steps on the teaching salary for a one year period from the date of notice. However, administrative benefits will not be continued past the effective date of layoff. If the Board is not able to secure a teaching position for the affected administrator, he/she will be laid off from employment with the school system.

3.8 Exempt administrators who have held bargaining unit positions shall be granted seniority for time served in such positions, but shall not accrue any seniority while in an exempt position.

3.9 During the period from the notice of layoff to the effective date of layoff an affected administrator will continue to receive all fringe benefits including the accrual of vacation time.

3.10 The difference between administrator and teacher pay will be calculated by subtracting teacher base pay from administrator base pay. In both instances base pay consists of scheduled salary plus longevity pay.

3.11 When the board is obligated to pay the difference between administrator and teacher pay, compensation received from E.P.E.D. activities will not be offset against administrator pay.

3.12 When an administrator accepts a teaching position through a reduction of staff, the Board will reimburse that portion of the premium for optional life insurance which, when combined with Board paid group life insurance, will not exceed two times his/her scheduled administrative salary. It is understood that the administrator must apply and qualify for such optional life insurance.

3.13 If an administrator accepts other employment during the period from the notice of layoff to the effective date of layoff, all salary and benefits will cease upon the commencement of such other employment. If an administrator accepts a teaching position through a reduction of staff, salary will be paid in accordance with paragraph 3.7 and administrator benefits will cease upon the commencement of work for the teaching period.

GRIEVANCE PROCEDURES

4.0 The term grievance shall be interpreted to mean a complaint by an administrator that there has been a violation, misinterpretation or misapplication of this agreement.

STEP ONE

4.1 An administrator may initiate a grievance by first discussing the matter with his/her immediate supervisor. The grievant may be accompanied by an Association representative. A grievance must be presented 10 days immediately following the event or condition which gives rise to the grievance. Within 10 days after presentation of the grievance, the immediate supervisor shall give his/her answer orally to the administrator.

STEP TWO

4.2 If the grievance is not resolved at Step One, the administrator may reduce his/her grievance to writing and present it to the Superintendent or his designee. The grievance must be filed within 10 days after receipt of the oral answer at Step One. The grievance shall be on a form provided by the Board. The Superintendent or his designee shall schedule a meeting to discuss the matter and shall provide the administrator a written answer to the grievance within 10 days of the meeting.

STEP THREE

4.3 If the matter is not satisfactorily resolved at Step Two the Association may invoke grievance mediation pursuant to the rules of the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. The parties may also mutually agree upon a private mediator. It is understood that recommendations of a mediator are not binding on either party and that all discussions in mediation are confidential and shall not be used as evidence in any other proceeding.

GENERAL PROVISIONS

4.4 All references to "days" in this Article shall be regular work days.

4.5 Time limits may be extended by mutual agreement of the parties.

4.6 The Association may provide representation through its officers at Steps One and Two; legal counsel may be present at Step Three.

4.7 Grievances shall be processed during the administrator's non-working hours unless mutually agreed otherwise.

RIGHTS TO REPRESENTATION

4.8 When an administrator has a reasonable belief that discipline may result from an investigatory interview with a supervisor, the administrator has a right to have an Association Representative present at the meeting. The reasonableness of the apprehension or belief of the administrator that the meeting will result in disciplinary action is to be determined by objective standards.

WORK YEAR

5.0 All work years are in terms of calendar months. The school year officially begins July 1 and ends June 30 annually. Normally, an 11 month work year begins August 1 and terminates June 30. Exceptions will be noted in individual contracts.

VACATION ALLOWANCES

6.0 Administrators shall be entitled to vacations on the following basis:

Years of Service	11 Month Administrators	12 Month Administrators
During 1st through 5th year of service	14 days	15 days
During 6th through 25th year of service	19 days	20 days
26th year and thereafter	23 days	25 days

6.1 All school administrative service, wherever accumulated, and/or all Grosse Pointe service will be counted to establish years of service for vacation purposes.

6.2 Vacation allowance is to be used in the year earned. However, unused vacation days may accumulate for a period of up to two years; and ten days may be accumulated for an indefinite period for 11 month employees while 12 month employees may accumulate twelve days for an indefinite period. These banked days shall remain banked unless an administrator utilizes said days to increase his/her vacation period beyond his/her annual allotment in any given year. At the administrator's resignation or retirement, the district shall contribute an amount equal to the value of the banked days to a tax deferred plan of the district's choice.

6.3 Vacations are to be scheduled at the mutual convenience of the administrator and the school system. Advice to, and clearance with the Superintendent/Assistant Superintendent is required.

6.4 Normally, the two weeks prior to the opening of school in the fall should not be requested as vacation time for principals and assistant principals. A clear statement as to one's whereabouts and availability in the month of August is to be on file for 11 month administrators before August 1.

6.5 If, at separation from the school district, vacation allowances are overdrawn, adjustments to recover payments for unearned vacation will be made in the final settlement. The same principle will operate for those who have drawn regular salary in advance in excess of what has been actually earned and who separate from the school system before a year ends.

6.6 Compensation at the administrator's daily rate will be paid for earned, unused vacation days at separation. An administrator's daily rate of pay is determined by dividing the total salary compensation by 247 days for a twelve month administrator and 227 days for an eleven month administrator.

6.7 Vacation days are not to be used by building administrators on the day preceding or the day following a student vacation period. Exceptions for unusual circumstances may be granted by the Superintendent/Assistant Superintendent.

NON DUTY ALLOWANCE

7.0 The administrator will be awarded two (2) less duty days to be taken at the discretion of the administrator during days in which school is not in session with prior approval from their immediate supervisor in central administration.

PAID HOLIDAYS

8.0 Administrators will be eligible for paid holidays provided to all other employees, if they occur during the assigned working year. If the Martin Luther King Holiday is a non duty day for teachers it will also be a non report day for GPAA members.

SICK LEAVE

9.0 The Board of Education provides an unlimited sick leave program for personal illness or disability to the extent of approximately six school months (120 duty days) per illness or disability for administrators. Notification of illness must be made as soon as possible to the office of the Superintendent or Assistant Superintendent. A long-term disability insurance program covering illnesses or disabilities which exceed 120 duty days is provided by the Board.

OTHER LEAVES

10.0 The Board will make reasonable provisions to extend paid leaves of absence to administrators for such leaves as are necessary. These provisions include leaves for such reasons as illness or death in the family, jury duty, court appearances, military duty, and personal business. Whenever possible, such leaves must have prior approval of the Superintendent/Assistant Superintendent.

10.1 Extended leaves for such things as maternity, Peace Corps, Job Corps, sabbatical leave or for some special or unusual reason will be considered on an individual basis with a decision primarily based on the value such leave may bring to the school district.

FAMILY MEDICAL LEAVE ACT (FMLA)

11.0 The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Director of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave.

EMOTIONAL AND MENTAL HEALTH

12.0 In a case of a leave of absence involving an emotional or mental health problem, the Board of Education shall determine such administrator's ability to return to duty.

12.1 This determination may be based on an advisory opinion from a panel of three qualified physicians. In such cases, the panel of physicians shall consist of one physician selected by the administrator, one selected by the Board, and a third selected by the other two appointees.

12.2 The recommendations of this panel (which shall be advisory only as to the matter) shall be placed in writing, with a copy made available to the administrator. The Board of Education will assume the payment of fees for the services of all three physicians in this regard.

LIABILITY INSURANCE

13.0 The Board will provide comprehensive liability insurance protection under the liability policy now carried by the Board for all administrators in its employ, with limits of $500,000 per occurrence for all bodily injury and property damage with a $5,000,000 Umbrella Liability Policy to supplement the same. In addition, the Board will provide liability insurance with respect to any claims for loss or damage not otherwise covered by liability or casualty insurance with respect to liabilities for policy-making activities with limits of $5,000,000.

FRINGE BENEFITS

14.0 The Board of Education will provide all administrators with health, dental, vision, life, and long term disability insurance through a flexible benefits plan. See Appendix A.

PHYSICAL EXAMINATION

15.0 Upon written request, reimbursement equal to the amount charged by Concentra Medical Centers or equivalent for its basic minimum examination is paid to administrators for an annual physical examination.

15.1 Every third year an administrator will be eligible for reimbursement equal to the amount charged by Concentra or equivalent for its full comprehensive examination.

15.2 Direct billing to the school district will be honored for examinations given at Concentra. Documentation for reimbursement, to include receipts or canceled checks, is necessary if examinations are given elsewhere.

HEALTH INSURANCE COST CONTROLS

16.0 The Association agrees to explore and discuss with the District methods for possible cost controls when, in any one insurance year, health insurance premiums increase greater than five percent (5%).

16.1 In addition, the Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

PERSONAL PROPERTY

17.0 It is the policy of the Board of Education to reimburse administrators up to $400 for loss or damage to personal property which is normally used in the discharge of assigned duties and when reasonable care has been demonstrated. Such reimbursement is not made for ordinary wear or gradual deterioration of property, loss of money or whatever is covered by personal insurance carried by the administrator or by the Board.

DIRECT DEPOSIT

18.0 The Board agrees, upon written authorization of the administrator, to make available the opportunity for direct deposit of administrators' pay checks to the bank(s) and account(s) of their choice. Procedures for this process will be established by the Business Office and implemented within 60 days of the ratification of this document.

TRAVEL/CAR ALLOWANCE

19.0 Administrators will be reimbursed for the use of their private automobiles for business purposes according to prescribed procedures set up by the Business Office.

PROFESSIONAL DUES

20.0 Upon a written request, an amount equal to the annual dues of the National Association of Elementary School Principals is available to administrators for dues to professional organizations approved by the Superintendent/Assistant Superintendent.

VOLUNTARY RETIREMENT SUPPLEMENT

21.0 In the event a voluntary retirement supplement is provided to any other group within the school system, the Board of Education and representatives of the administrative staff shall develop a voluntary retirement supplement program for the administrative group.

EMPLOYMENT RESTRICTIONS

22.0 Competent administrative performance in The Grosse Pointe Public School System requires considerable stamina and dedication of purpose. Accordingly, administrators are not permitted to seek or to accept professional responsibilities which require time from regular duties and for which there is financial compensation unless such responsibilities have prior approval of the Superintendent. This clause does not apply during the "unscheduled month" of the work year for an eleven month administrator.

EVALUATION

23.0 Administrators will be evaluated in accordance with the process set forth in *Assessing Administrative Performance: Strategies for Improving the Learning Environment.* The parties agree to meet and develop an alternate optional evaluation model.

23.1 Beginning with the 1992-93 work year the rating standard, length of contract and weighting for salary purpose will be as follows:

Rating Standard	Length of Contract	Weighting for Salary
Attains Local Standards	1 year Extension	1.0
Needs Improvement	1 year Extension	0.75
Unsatisfactory	No Extension	0.0

MOVEMENT TO MAXIMUM

24.0 Movement to the maximum of the salary schedule will be as follows:

Year 1	Negotiated salary
Year 2	1 /4 of the difference between the administrator's salary after schedule adjustments and the maximum for his/her classification
Year 3	1/2 of the difference between the administrator's salary after schedule adjustments and the maximum for his/her classification
Year 4	3 / 4 of the difference between the administrators' salary after schedule adjustments and the maximum for his/her classification
Year 5	Maximum salary

SALARIES

25.0 Salaries for 2009- 2010, 2010-2011, 2011-2012, and 2012-2013 will be paid in accordance with the following classification and compensation schedules.

25.1 Administrators' salaries will be increased as follows:

1. In the year 2009-2010, the administrators' salary compensation schedule will remain the same as identified in the 2008-2009 salary compensation schedule.
2. In the year 2010-2011, the administrators' salary compensation schedule will result in a new salary grid with a 1.5% increase at the top of the schedule.
3. In the year 2011-2012, the administrators' salary compensation schedule will result in a new salary grid with a 1.5% increase at the top of the schedule.
4. In the year 2012-2013, the administrators' salary compensation will continue at the rates identified in the 2011-2012 and any further increase in compensation will be implemented per the agreed upon compensation formula described below.

SALARY SCHEDULE 2009-2010

ADMINISTRATIVE CLASSIFICATION AND COMPENSATION SCHEDULE 2009-2010			
Twelve Month Administrators			
Classification	**Minimum**	**Midpoint**	**Maximum**
Associate Director	$107,382	$116,269	$125,155
Director	$115,791	$125,373	$134,955
High School Principal	$117,541	$127,268	$136,994
Eleven Month Administrators			
Classification	**Minimum**	**Midpoint**	**Maximum**
Administrative Assistant	$94,032	$101,811	$109,592
Middle School Assistant Principal	$97,853	$105,951	$114,047
High School Assistant Principal	$100,815	$109,159	$117,500
Elementary Principal	$101,215	$109,591	$117,967
Middle School Principal	$103,993	$112,599	$121,203
THE TWELVE-MONTH SCHEDULE IS BASED ON 261 WORKDAYS PER YEAR; THE ELEVEN-MONTH SCHEDULE IS BASED ON 240 WORKDAYS PER YEAR; VACATION DAYS, WHICH VARY BY INCUMBENT, AND HOLIDAYS ARE INCLUDED.			

SALARY SCHEDULE 2010-2011

ADMINISTRATIVE CLASSIFICATION AND COMPENSATION SCHEDULE 2010-2011					
Twelve Month Administrators					
Classification	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Director	$108,844	$115,878	$122,912	$129,946	$136,979
High School Principal	$110,489	$117,629	$124,769	$131,909	$139,049
Eleven Month Administrators					
Classification	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Supervisor of Special Education and Student Services	$88,390	$94,102	$99,813	$105,525	$111,236
Middle School Assistant Principal	$91,982	$97,926	$103,870	$109,814	$115,758
High School Assistant Principal and High School Assistant Principal/Athletic Director	$94,766	$100,982	$107,198	$113,231	$119,263
Elementary Principal	$95,142	$101,291	$107,439	$113,588	$119,736
Middle School Principal	$97,753	$104,070	$110,387	$116,704	$123,021
THE TWELVE-MONTH SCHEDULE IS BASED ON 261 WORKDAYS PER YEAR; THE ELEVEN-MONTH SCHEDULE IS BASED ON 240 WORKDAYS PER YEAR; VACATION DAYS, WHICH VARY BY INCUMBENT, AND HOLIDAYS ARE INCLUDED.					

SALARY SCHEDULE 2011-2012

ADMINISTRATIVE CLASSIFICATION AND COMPENSATION SCHEDULE 2011-2012					
Twelve Month Administrators					
Classification	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Director	$108,844	$116,392	$123,939	$131,487	$139,034
High School Principal	$110,489	$118,151	$125,812	$133,474	$141,135
Eleven Month Administrators					
Classification	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Supervisor of Special Education and Student Services	$88,390	$94,519	$100,648	$106,777	$112,905
Middle School Assistant Principal	$91,982	$97,960	$103,938	$110,716	$117,494
High School Assistant Principal and High School Assistant Principal/Athletic Director	$94,766	$100,891	$107,015	$113,139	$121,052
Elementary Principal	$95,142	$101,740	$108,337	$114,935	$121,532
Middle School Principal	$97,753	$104,032	$110,310	$117,588	$124,866
THE TWELVE-MONTH SCHEDULE IS BASED ON 261 WORKDAYS PER YEAR; THE ELEVEN-MONTH SCHEDULE IS BASED ON 240 WORKDAYS PER YEAR; VACATION DAYS, WHICH VARY BY INCUMBENT, AND HOLIDAYS ARE INCLUDED.					

SALARY SCHEDULE 2012-2013

2012-2013 School Year

25.2 Step advancement from 2011-2012, 0% on salary grid

25.3 The parties agree that salaries for both salary grids for the 2012-2013 school year shall be determined according to the formula set forth below. However, the parties agree that the District shall in all cases maintain a minimum general fund equity (defined hereafter) of at least 10% of Board-approved total general fund expenditures and transfers (debt and school service). Therefore, the formula works differently if the District's general fund equity falls below 10%.

25.4 Revenue is defined as general fund revenue. Expenditures are defined as general fund expenditures and transfers.

25.5 The explanation of the formula below is done with respect to the 2012-2013 school year, but the same principles shall apply to following school years as well.

25.6 As used in this formula "general fund equity" is undesignated and/or unassigned general fund balance, and it would not include revenues generated by sale of capital and/or financial gifts given to the district. The 10% general fund equity threshold will be based upon the District's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are $100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is $11 million, then the general fund equity is 11%, which would be above the 10% threshold.

A. GENERAL FUND EQUITY AT LEAST 10%

25.7 If the general fund equity has not fallen below 10% of Board-approved total general fund expenditures, then the Board will allocate funds toward both direct and/or indirect compensation to administrators based upon the following factors that affect the revenues and expenditures for the District:

- Increase or decrease in net state foundation allowance per pupil based on the established amount for the 2009-2010 school year ($10,019 per pupil).
- Increase or decrease in MPSERS retirement rate on the budgeted rate for 2010-2011 @19.41% (compared with rate for 2011-12 based on 2011-2012 personnel)
- Whether or not there has been reinstatement of 20J funds per pupil that year
- Step advancement per established salary grids in administrator labor contract (including MPSERS and FICA costs).

25.8 The Board will allocate funds toward both direct and/or indirect compensation to administrators in a percentage equal to the following formula, which incorporates the four factors above:

- Increase in total revenues minus total expenditures from one year to the next (i.e., 2011-12 compared with 2010-2011) based upon the factors listed above
- <u>X (multiplied by)</u>
- the Percent of total expenditure budget represented by administrators direct and indirect compensation costs
- <u>equals</u>
- the total amount of revenue to be allocated toward both direct and/or indirect compensation for recognized administrative bargaining group members.

Example of Net Revenue Increase

25.9 The total net amount of revenue shall be allocated on the salary grid on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of the salary grid, unless the parties agree to allocate this revenue to the administrators' unit differently.

25.10 For example, if the state foundation allowance per pupil in 2011-2012 is increased over the previous year (2010-2011) by $300 per pupil (gain $2,400,000 for 8,000 FTE students), 20 J funds are not reinstated in 2011-12, the MPSERS rate goes up 0.5% in 2011-12 (expense of $325,000 on total direct compensation for all district employees at $65,000,000), and the step/year advancements in 2011-12 result in an increase (expense at $1,000,000, including MPSERS contribution and FICA costs), then the total additional available revenues year over year are $1,075,000. If the cost of the administrative bargaining unit compensation represents 4% of total general fund expenditures, then the total net amount of revenue for direct and/or indirect compensation for the administrative unit would increase by $43,000. Accordingly, this total amount would be spread equally over each of the groups/years on the salary grid by an equal percentage basis over the remaining payroll periods of the 2012-13 school year (again, unless the parties agreed to allocate the revenues to the administrators' unit differently). This increase would carry forward to the following school year, although the percentage increase would be different because the number of payroll periods would be different. In the example above, assuming the administrative salary grid cost $4,300,000, the $43,000 would be allocated on the salary grids for the following school year by increasing each step on the grid by 0.75%

across the board ($32,426 divided by $4,300,000; note that $7,284 of the total amount of $43,000 is allocated to MPSERS contribution at 16.94% and $3,290 is allocated to FICA at 7.65%).

25.11 It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless programs and initiatives are required by federal and/or state mandates.

Example of Net Revenue Decrease

25.12 The total net amount of revenue loss shall be allocated to reduce both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of the salary grid, unless the parties agree to allocate this revenue loss to the administrative unit differently.

25.13 For example, if the state foundation allowance per pupil in 2011-2012 is decreased over the previous year (2010-2011) by $50 per pupil (loss of $400,000 for 8,000 FTE students), 20 J funds are not reinstated in 2011-12, the MPSERS rate goes up 0.5% in 2011-12 (expense of $325,000 on total direct compensation for all district employees at $65,000,000), and the step/year advancements in 2011-12 result in an increase (expense at $1,000,000, including MPSERS contribution and FICA costs), then the total revenue loss year over year is $1,725,000. If the cost of the administrative bargaining unit compensation represents 4% of total general fund expenditures, then the total net amount of revenue loss to be allocated to the administrative unit would be $43,000. Accordingly, this amount would be spread equally over each of the years on the salary grid by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the revenues to the administrative unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the administrative salary grids cost $4,300,000, the $43,000 reduction would be allocated on the salary grid for the following school year by decreasing each step/year on the grids by 0.75% across the board ($32,426 divided by $4,300,000; note that $7,284 of the total amount of $43,000 is allocated to MPSERS contribution at 16.94% and $3,290 is allocated to FICA at 7.65%).

B. GENERAL FUND EQUITY BELOW 10%

25.14 If the general fund equity has fallen below 10% of Board-approved total general fund expenditures, then the administrative salary grid shall be reduced by a percentage equal to the following formula:

- The amount of funds required to return general fund equity to the 10% threshold
- X (multiplied by)
- the Percent of total expenditure budget represented by administrative direct and indirect compensation costs
- equals
- the total amount of revenue loss to be allocated toward both direct and/or indirect compensation for recognized administrative bargaining group members.

25.15 This total net amount of revenue loss shall be allocated to reduce the salary grid on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of the administrative salary grid, unless the parties agree to allocate this revenue loss to the administrative unit differently.

25.16 For example, if general fund equity fell to 9%, and the funds required to return general fund equity were $1,000,000, and if the cost of the administrative bargaining unit compensation represents 4% of total general fund expenditures, then the total net amount of revenue loss to be allocated to the administrative unit would be $40,000 ($1,000,000 x 4%). Accordingly, this amount would be spread equally over each of the years/steps on the salary grids by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the revenues to the administrative unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the administrative salary grid cost $4,300,000, the $40,000 reduction would be allocated on the salary grids for the following school year by decreasing each step on the grids by .70% across the board ($30,164 divided by $4,300,000; note that $6,776 of the total amount of $40,000 is allocated to MPSERS contribution at 16.94% and $3,060 is allocated to FICA at 7.65%).

C. GENERAL FUND EQUITY ABOVE 15% AFTER IMPLEMENTATTION OF SECTION A ABOVE

25.17 As used in this formula, "General fund equity" is undesignated and/or unassigned general fund balance, and it would not include revenues generated by sale of capital/and or financial gifts given to the district. The general fund equity threshold will be based upon the district's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit, the district's approved general fund expenditures are $100 million for the 2011-2012 school year, and the district's general fund equity as of June 30, 2012 is $17 million, then the general fund equity is 17%.

25.18 If, after implementation of a change in compensation per Section A above, there continues to exist a general fund equity above 15%, then the following would occur. The amount of dollars above the 15% general fund equity level would be determined and 2.5% of that amount would be allocated in a percentage "off schedule bonus" distributed based on the following formula. This 2.5% amount of the dollars above the 15% general fund equity level would be divided by the total direct compensation for administrators for that given school year to determine the percent of an "off schedule bonus" to be given per the individual salary of the administrator.

25.19 For example, the implementation of the change in compensation per Section A of this formula would occur first. Upon completion of Section A, it is determined that the remaining general fund equity in the 2012-2013 school year is at 17% with approved general fund expenditures and transfers (debt and school service) throughout that year that does not result in any further reductions in general fund equity at the end of the 2012-2013 school year, then the amount of dollars above the 15% general fund equity threshold would be determined. This amount above the 15% general fund equity would be multiplied by 2.5%. In this example, if 1% of general fund equity represents $1 million, then a general fund equity of 17% with a threshold of 15% would mean that there is a total of $2 million above the 15% fund equity threshold. This $2 million would be multiplied by 2.5% (.025) for an amount equal to $50,000. The $50,000 would be divided by the total of administrative salary expenses including MPSERS and FICA for that previous school year to determine the percentage of the "off schedule bonus" to be distributed based on the individual administrator's pay rate. This "off schedule bonus" would be distributed in the 26th pay of that school year. The "off schedule bonus" percentage increase per year would not exceed 6% of the administrative pay rate (including MPSERS and FICA costs).

D. IMPLEMENTATION

25.20 The parties will have until December 21, 2012, to agree to implement any increases or decreases in compensation differently than through a change in the salary grid as set forth above. Any change in pay (direct compensation) would be initiated beginning with the first scheduled pay day in January, 2013 and would be equally distributed through the remaining pays for work performed for that school year. It is understood and agreed that such changes shall not require the agreement or any action on the part of the bargaining unit members, as these changes are authorized by the parties' collective bargaining agreement.

LONGEVITY PAY

26.0 Administrators will be eligible for longevity pay in accordance with the following schedule:

Grosse Pointe Administrator Experience	Combined Grosse Pointe Experience	Amount 2009-2013
Beginning with 5th year	10th year	$1,285
Beginning with 10th year	15th year	$1,928
Beginning with 15th year	20th year	$2,571

26.1 Longevity pay will be calculated on July 1 each year and will be payable to qualified administrators beginning with the first paycheck thereafter.

HOURS AND DEGREES

27.0 Administrators will be recognized for advanced study beyond a Master's Degree according to the following formula:

- $30 per credit hour, up to a maximum of $450
- $600 for Education Specialist, or two Masters' Degrees
- $750 for Doctorate

TAX SHELTERED ANNUITYCONTRIBUTION

28.0 Deleted

SEVERANCE PAYMENT

29.0 The Board shall provide GPAA members $200 per year for all completed years of Grosse Pointe service; payable to a tax deferred plan of the district's choice at the administrator's resignation or retirement.

APPENDIX A

FLEXIBLE BENEFITS PROGRAM

30.0 The Board will provide a flexible benefits program that offers choices among the benefit plans described in the paragraphs below. This program was in effect on February 1, 2001.

30.1 Newly hired administrators are eligible to participate in the life, health, dental, and vision portions of the flexible benefits plan upon hire. Administrators who have completed one year of service with the Board are also eligible to participate in the long term disability insurance portion of the flexible benefits plan.

30.2 The Board, in consultation with the GPAA, will establish a menu of benefit options that will be available to administrators under the flexible benefits plan. The cost of each benefit option will be determined by the insurance carrier or plan administrator. All benefits, conditions and requirements of the following plans shall be as set forth in the policies of insurance and as interpreted by the plan administrators and/or carriers.

30.3 The flexible benefits plan will include the following:

LONG TERM DISABILITY INSURANCE

31.0 The Board will provide administrators with long term disability insurance that has the following features:

- 120 duty day waiting period;
- Payment of 90% of base monthly earnings for the first six (6) months of benefits (maximum monthly benefit of $8,100);
- Thereafter, payment of 66 2/3% of base monthly earnings (maximum monthly benefit of $6,000);
- Up to 24 months of benefits for outpatient mental and nervous disorders.

GROUP LIFE INSURANCE

32.0 The Board will provide core group life and accidental death and dismemberment coverage with a face value equal to twice the administrator's annual salary. Additional life insurance coverage will be available under the flexible benefits plan.

HEALTH COVERAGE

Health Plan for Features for 2010-2011:

33.0 A plan equivalent to the Blue Cross Blue Shield Community Blue PPO Plan 2 with $100 individual/$200 family deductible, 10% coinsurance with coinsurance maximum at $500 individual/$1000 family with a $10 copay for office and $20 copay for chiropractic visits, $100 emergency room visit, $5/$25 prescription rider with mandatory generic, with MOPD 2x rider, P-D contraceptive rider and a routine mammography.

33.1 Full time administrators will receive an amount of health plan benefit credits that equals 93% of the cost of the Blue Cross Blue Shield Community Blue PPO Plan 2 (as outlined above). As a result, subject to the spousal surcharge (see below – new paragraph 41.0), if a full time administrator chooses Community Blue PPO Plan 2 as outlined above, the Board will pay 93% of the monthly cost of the plan for the administrator, spouse, and dependent children. The remaining 7% of the cost of the Blue Cross Blue Shield

Community Blue PPO Plan 2 will be an automatic pre-tax deduction to be paid via automatic payroll deduction over 21 pays. The amount to be covered by the Board and the administrator will be based on the illustrative rates established by Blue Cross for the plan year.

33.2 Any cash amounts remaining in the cash account after the experience claims data has been audited would be carried forward by the Board for the next year as a "reserve" to be used against succeeding year premium increases. If the illustrative rates in the following year does not exceed the expenditures for health insurance for that year, any remaining cash shall be carried forward by the board in the next year, as stated previously.

33.3 For any administrator who has a spouse that is primary insured on the GPPSS plan, a monthly surcharge of $50 per month ($600 for year) will be an automatic pre-tax deduction to be paid via automatic payroll deduction over 21 pays.

33.4 Administrators working less than full time but at least 50% will be eligible for the health care plan. If health coverage is elected, the Board will calculate the FTE equivalent of the plan based on the percentage of time the administrator is employed with the district. For example, if the cost of the full family health plan is $17,442 and a full time administrator is credited by the Board for 93% of this cost, then the Board would contribute for a full time administrator a total of $16,221. For an 80% employed administrator with the district, the Board would pay for 80% of the Board contribution to the health care and therefore, contribute $12,977 with the remaining balance of $4,465 being the responsibility of the 80% employed administrator with an automatic pre-tax deduction of this amount to be paid via automatic payroll deduction over 21 pays.

33.5 With the agreement of the health plan above with the 7% health care contribution by the two person and full family insured and the $50 monthly spousal surcharge, paragraph 41.0 would be removed from the contract.

33.6 Administrators working 50% or more time may elect to waive participation in a district-sponsored health insurance plan; they will receive a cash incentive of $2,200 per year.

33.7 Payments will be spread over 21 pay periods per year. This stipend will be prorated for administrators working less than a full year and prorated based on their scheduled FTE in the district for that school year. Administrators working less than 50% time are not eligible for this cash incentive.

2011-2012 and 2012-2013 School Years

33.8 The following changes would occur during the 2011-2012 and 2012-2013 plan years:
Based on the illustrative rates of 2010-2011, the fixed 7% contribution rates would be:

Single	$428.00/pre-tax paid over 21 pays
Full Family	$962.00/pre-tax paid over 21 pays
Family	$1,198.00/pre-tax paid over 21 pays

**The District has the authority to make any necessary deductions automatically from the administrators' payroll under the Michigan Payment of Wages and Fringe Benefit Act.*

33.9 Any percentage increase in the rate from year to year would be a shared equal responsibility by both the Board and the administrator. For example, if the rate increase is 5%, then the Board would increase their contribution to the additional increase in cost to the health care by 2.5% and the deduction by the administrator would be the 7% plus the amount equal to the 2.5% increase in the illustrative rate. This increase cost in the rate may be reduced per the amount of carryover cash from the previous year based on audited experience rate savings in relation to predicted and budgeted illustrative rates.

DENTAL COVERAGE

Dental Insurance

34.0 Eliminate the low option dental plan.

34.1 An opt out payment for declining the dental insurance would be provided in an amount of $250 per year prorated by yearly FTE assignment.

34.2 The dental insurance coverage for an out-of-network dental facility would be covered with $1,200 maximum payment per routine visit per year and $1,000 lifetime orthodontic per employee and dependent with 90% coverage.

34.3 Dental insurance coverage for in-network dental facility would be covered with $1,500 maximum payment per routine visit with 90% coverage and $1,200 lifetime orthodontic per employee and dependent with 90% coverage.

VISION COVERAGE

35.0 The primary plan provided will be a plan with the same benefits as those available as of June 30, 2000. In addition, the flexible benefits plan will include at least one less expensive vision plan option.

BENEFIT CREDITS

36.0 The district will give each administrator a specified amount of benefit credits for each category of benefit plans within the flexible benefits program. The amount of credits each administrator receives will be based upon his/her family status and percent of time worked. The administrator will use these credits to "buy" the plans that best meet his/her individual needs.

HEALTH PLAN

37.0 Full time administrators who choose to waive the health plan will receive an amount of benefit credits resulting in the following outcomes:

- Full time administrators whose status is family or two-person and who choose to waive the health plan participation will receive $2,200 per year for doing so.
- Administrators whose family status is single and who choose to waive the health plan participation will receive $1,100 per year for doing so. The stipend paid for waiving medical plan participation will be prorated for administrators who are not employed for the full school year or whose assignments are less than full time.

37.1 Part time administrators will receive benefit credits proportionate to their assignments. For example: a half time administrator will receive 50% of the benefit credits indicated above.

NON MEDICAL PLAN CREDITS

38.0 Each contract year, full time administrators will receive benefit credits for dental, vision, basic life insurance, and long term disability insurance equivalent to the actual costs of the plans on July 1 of that year. For example, for the 2000-2001 year, each full time administrator will receive dental benefit credits equivalent to the actual cost of the dental plan on July 1, 2000. Part time administrators will receive benefit credits proportionate to their assignments. Full time administrators will be required to elect dental, vision, basic life and long term disability insurance plans. Part time administrators may elect to waive coverage in these plans, but no cash stipends will be paid in that event.

PRICE TAGS

39.0 Each benefit plan option included within the flexible benefits plan will have a price tag. The price tag is the amount of benefit credits that an administrator must spend to "buy" that particular option.

HEALTH PLAN PREMIUMS

40.0 Deleted

ELIGIBILITY

41.0 Deleted

41.1 The above provision does not apply to spouses eligible for group health plan coverage that does not coordinate with the Flexible Plan described above.

41.2 The provision does not require an administrator's spouse to enroll the administrator's dependent children in the spouse's group health plan coverage.

SELF FUNDING STATEMENT

42.0 It is acknowledged and agreed that references to insurance encompass references to self-funded benefits. The Board may continue to self-fund any or all of the benefits described herein.

NON MEDICAL PLAN PRICE TAGS

43.0 Price tags for dental, vision, life, and long term disability insurance plans will equal the actual costs of the plans.

SECTION 125 OF THE IRS CODE

44.0 Notwithstanding any other provision of the contract to the contrary, the Grosse Pointe Public School System shall provide a cash option in lieu of benefits. The employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the Association.

44.1 The amount of cash option may be applied by the bargaining unit member to a tax deferred annuity. To elect a tax deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

44.2 All cost relating to the implementation and administration of benefits under this program shall be borne by the Grosse Pointe Public School System.

DURATION

45.0 This agreement shall continue in full force and effect for a period of four years, commencing on July 1, 2009 ~~and~~ ending on June 30, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education The Grosse Pointe Public School System Wayne County, Michigan	Grosse Pointe Administrators Association
By: ______________ President	By: ______________ President
______________ Secretary	______________ Chief Negotiator
By: ______________ Assistant Superintendent Human Resources and Labor Relations	

INDEX

Administrative Contracts 1
Allowances
  Car 6
  Travel 6
  Vacation 4
Appendix A 15
Benefit Credits 17
Car Allowance 6
Contract
  Duration of 19
Direct Deposit 6
Dues
  Professional 7
Employment Restrictions 7
Evaluation 7
Family Medical Leave Act (FMLA) 5
Flexible Benefits Program 15
  Benefit Credits 17
  Health Coverage 15
  Health Plan 17
  Health Plan Premiums 18
  Life Insurance 15
  Long Term Disability 15
  Non Medical Plan Credits 17
  Non Medical Plan Price Tags 18
  Price Tags 18
  Section 125 of the IRS Code 18
  Vision Coverage 17
Fringe Benefits 6
Grievance Procedure
  General Provisions 3
  Rights to Representation 3
  Step One 3
  Step Three 3
  Step Two 3
Health Coverage 15
Health Insurance Cost Controls 6
Health Plan 17
  Eligibility 18
Health Plan Premiums 18
Holidays 5
Hours and Degrees 14
Leaves
  Emotional and Mental Health 5
  Family Medical Leave Act (FMLA) 5
  Other 5
  Sick 5
Liability Insurance 6
Life Insurance 15
Long Term Disability Insurance 15
Longevity Pay 14
Non-Duty Allowance 4
Non-Medical Plan Credits 17
Non-Medical Plan Price Tags 18
Paid Holidays 5
Personal Property 6
Physical Examination 6
Price Tags 18
Professional Dues 7
Recognition 1
Reduction of Administrative Staff
  Loss of Revenue 1
  Qualification 1
  Seniority 1
Retirement Supplement, Voluntary 7
Salary 8
  Longevity 14
  Movement to Maximum 7
  Schedule 2009-2010 8
  Schedule 2010-2011 9
  Schedule 2011-2012 10
  Schedule 2012-2013 10
Section 125 of the IRS Code 18
Self Funding Statement 18
Severance Payment 14
Tax Sheltered Annuity 14
Travel/Car Allowance 6
Vacation Allowances 4
Vision Coverage 17
Work Year 3

This document has been prepared by the
Department of Human Resources of
The Grosse Pointe Public School System