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06/30/2007

**AGREEMENT BETWEEN**  
**THE MOUNT PLEASANT BOARD OF EDUCATION**  
**AND**  
**THE MOUNT PLEASANT ADMINISTRATORS ASSOCIATION**

**Effective Date: July 1, 2003**

**Termination Date: June 30, 2007**

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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, associate high school principal for vocational/technical education, director of athletics, coordinator for special needs (vocational education program,) director of special programs, director of adult and community education, principal for combined middle/high school education, director of transportation, director of special education, director of nutrition services, director of technology, and director of finance; 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.

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<sup>1</sup> G:Adm Assoc file

## 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:

1. Establish policies, manage and control the School District, its facilities, equipment and its operations and to direct it's 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, 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.

#### **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.

#### **SECTION C**

All administrators shall work the first thirty (30) hours of inclement weather time per school year when school for students is canceled unless directed otherwise by the Assistant Superintendent for Personnel. 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 students and staff are gone and the building has been secured. Administrators shall not work on additional inclement weather days unless directed to do so. 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.

## **SECTION E**

Administrators are subject to assignment and transfer at the discretion of the Board. However, any administrator who is involuntarily transferred to a lower-paying position shall retain his/her salary as stated in his/her individual employment agreement for the next school year or the remainder of his/her individual contract whichever is of lesser duration.

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

## **ARTICLE VII**

### **CONTRACT NON-RENEWAL AND DISCHARGE**

#### **SECTION A**

All administrators shall be employed under written 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 duration of two (2) years. 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 183 of 1979 (MCLA 380.24.) 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 ninety (90) 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 Associate Principal of Career/Technical Education, the Technology Director, the Director of Adult Education, and the Finance Director 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 two (2) 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, 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 Superintendent for Personnel 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, childcare, 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.

#### 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.

## **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 representative 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 2004-07 fiscal years the District will provide Administrators coverage at least as favorable as the package provided to members of the Mt. Pleasant Education Association.

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

##### Plan A:

##### **Option 1: MESSA PAK A—MESSA CHOICE II**

Full Family MESSA CHOICES II with XVA2 Rider; (\$5.00 generic/\$10.00 brand name prescription drug co-pay); 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;  
Delta Dental Class I at 100%, Class II at 80%, Class III at 80%, Class I, II, III annual maximum = \$2,000; \$15,000 Term Life AD & D;  
Full family VSP 2 for the bargaining unit member and his/her entire family.

Administrators electing OPTION 1 shall be provided Choices II at no cost to the Administrator until the premium cost exceeds the District's obligation. The District's obligation shall be to pay \$1,245 per month plus seventy percent (70%) of the MESSA Super Care I PAK A premium increase over \$1,245 per month for each year beginning with the increase in 2005-06. The Administrator shall be responsible for the remaining thirty percent (30%) of the increase. If the quote for Choices II (using all Members) exceeds the District's obligation, the Administrator will make up the difference between the District's obligation and the Choices II quote.

## **Option 2: MESSA PAK A – MESSA SUPER CARE I**

Full Family Super Care 1 Rev with \$100/\$200 Deductible, XVA2 Rider MESSA Preferred RX (\$5.00 generic/\$10.00 brand name prescription drug co-pay);

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; Delta Dental Class I at 100%, Class II at 80%, Class III at 80%, Class I, II, and III Annual Maximum = \$1,000, Class IV at 80% with Lifetime Maximum = \$2,000; \$15,000 Term Life AD & D; Full family VSP 2 for the bargaining unit member and his entire family.

Effective as soon as MESSA Choices II is available to Mt. Pleasant Public School Administrators in 2005-06, Administrators electing Super Care I shall contribute toward the cost of the insurance the difference per month between the MESSA quote for Super Care I (using all members) and the quote for Choices II (using all members) in addition to the Administrator's monthly Obligation (if any) under Option I (Choices II).

### **Plan B:**

Bargaining unit members not electing one of the options in MESSA-Pak Plan A will select MESSA-PAK Plan B. Plan B shall include:

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; Delta Dental Class I at 100%, Class II at 80%, Class III at 80%, Class I, II, and III Annual Maximum = \$1,000, Class IV at 80% with Lifetime Maximum = \$2,000; \$15,000 term life AD & D; Full Family VSP 2 for the bargaining unit member and his entire family.

## **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 \$3,600 for each 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.

#### **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) subject to the terms and conditions stated in the policy 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 Hundred Dollars (\$1,500.)

#### 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 Rosebush Principal and the Supervisor of Special Education, not provided a district vehicle, shall be paid \$550 per year for travel within the district. The Rosebush Principal and Supervisor of Special Education shall be paid \$1,100 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. Administrators may elect prior to July 1 of each year to be paid the current IRS rate for mileage in lieu of the flat rate for in district travel. The Administrator will be responsible for keeping their own mileage log.

#### 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.

**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.

## **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 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 serviced as a member of the Board's negotiating team.



**ARTICLE XVIII**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003, and shall remain in full force and effect until June 30, 2007.

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

**FOR THE BOARD**

Dana Briggs  
Gary Newland  
Gary W. Allen  
3/7/06

Date

**FOR THE ASSOCIATION**

Kevin Wittke  
Steve E. Reed  
Michael H. Pung  
3/14/06

Date

**RE: APPENDIX A**

2003-2004 Salary Schedule increased by 0.0%  
2004-2005 Salary Schedule increased by 1.0%  
2005-2006 Salary Schedule increased by 1.5 %  
2006-2007 Salary Schedule increased by 2.0%  
2006-2007 Longevity Step 15 years and advanced degree Step MA+45  
increased by 1.0% of Step 1 of Transportation Directors Salary  
Schedule

## Letter of Understanding

With the adjustments to the salary schedule for the positions of assistant high school principal, assistant middle school principal, supervisor – special education, principal – alternative education, and director – athletics it is understood that the following individuals will be placed on the steps listed below for the 2003-2004 contract year:

Kevin Wiltshire	Step 2	\$64,189
Mike Travis	Step 2	\$64,189
Susan Renaud	Step 3	\$65,150
Carol Meixner	Step 4	\$67,771
James Conway	Step 1	\$66,048
Jane Starr	Step 1	\$61,585

### 2003-2004 Administrative Salary Schedule

Position	Days	Step 1	Step 2	Step 3	Step 4	Step 5
HS Prin.	240	\$ 74,646	\$ 79,593	\$ 80,786	\$ 81,980	\$ 83,209
AsstHS	207	\$ 61,585	\$ 64,189	\$ 65,150	\$ 66,114	\$ 67,105
Voc Prin	237	\$ 72,144	\$ 76,632	\$ 77,780	\$ 78,930	\$ 80,115
MS Prin	227	\$ 67,592	\$ 71,517	\$ 72,591	\$ 73,662	\$ 74,768
Asst MS	207	\$ 61,585	\$ 64,189	\$ 65,150	\$ 66,114	\$ 67,105
Elem Prin	207	\$ 61,585	\$ 64,189	\$ 65,150	\$ 66,114	\$ 67,105
Dtr Sp Nd	205	\$ 55,876	\$ 58,128	\$ 59,000	\$ 59,871	\$ 60,769
Dtr Ath	222	\$ 66,048	\$ 68,840	\$ 69,871	\$ 70,905	\$ 71,968
Sup Sp Ed	207	\$ 61,585	\$ 64,189	\$ 65,150	\$ 66,114	\$ 67,105
Sup Tran	212	\$ 35,159	\$ 36,458	\$ 37,004	\$ 37,552	\$ 38,115
Alt Prin	212	\$ 63,072	\$ 65,739	\$ 66,724	\$ 67,711	\$ 68,726
Dtr Nutr	212	\$ 35,159	\$ 36,458	\$ 37,004	\$ 37,552	\$ 38,115
Dtr Sp Pg	220	\$ 61,870	\$ 64,363	\$ 65,373	\$ 66,294	\$ 67,288
Dtr Adt Ed	240	\$ 68,245	\$ 72,038	\$ 73,120	\$ 74,199	\$ 75,312
Dtr Tech	260	\$ 52,689	\$ 58,543	\$ 64,397	\$ 70,252	\$ 71,305
		Plus 15		Plus 30		Plus 45
MA		\$ 1,326		\$ 2,330		\$ 3,339
		After 5 Yrs		After 10 Yrs		After 15 yrs
Longevity		\$ 3,138		4,517.00		\$ 5,901

**2004-2005 Administrative Salary  
Schedule**

<b>Position</b>	<b>Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
HS Prin.	240	\$ 75,393	\$ 80,389	\$ 81,594	\$ 82,800	\$ 84,041
AsstHS	207	\$ 62,200	\$ 64,831	\$ 65,801	\$ 66,775	\$ 67,776
Voc Prin	237	\$ 72,866	\$ 77,398	\$ 78,557	\$ 79,719	\$ 80,916
MS Prin	227	\$ 68,268	\$ 72,232	\$ 73,317	\$ 74,399	\$ 75,516
Asst MS	207	\$ 62,200	\$ 64,831	\$ 65,801	\$ 66,775	\$ 67,776
Elem Prin	207	\$ 62,201	\$ 64,831	\$ 65,801	\$ 66,775	\$ 67,776
Dtr Sp Nd	205	\$ 56,435	\$ 58,709	\$ 59,590	\$ 60,470	\$ 61,377
Dtr Ath	222	\$ 66,708	\$ 69,528	\$ 70,570	\$ 71,614	\$ 72,688
Sup Sp Ed	207	\$ 62,201	\$ 64,831	\$ 65,801	\$ 66,775	\$ 67,776
Sup Tran	212	\$ 35,511	\$ 36,823	\$ 37,374	\$ 37,927	\$ 38,496
Alt Prin	212	\$ 63,702	\$ 66,396	\$ 67,391	\$ 68,388	\$ 69,413
Dtr Nutr	212	\$ 35,511	\$ 36,823	\$ 37,374	\$ 37,927	\$ 38,496
Dtr Sp Pg	220	\$ 62,489	\$ 65,007	\$ 66,027	\$ 66,957	\$ 67,961
Dtr Adt Ed	240	\$ 68,927	\$ 72,758	\$ 73,851	\$ 74,941	\$ 76,065
Dtr Tech	260	\$ 53,216	\$ 59,128	\$ 65,041	\$ 70,954	\$ 72,018
		Plus 15		Plus 30		Plus 45
MA		\$ 1,339		\$ 2,353		\$ 3,372
Longevity		After 5 Yrs		After 10 Yrs		After 15 yrs
		\$ 3,169		4,562.17		\$ 5,960

**2005-2006 Administrative Salary  
Schedule**

<b>Position</b>	<b>Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
HS Prin.	240	\$ 76,523	\$ 81,595	\$ 82,818	\$ 84,042	\$ 85,302
AsstHS	207	\$ 63,133	\$ 65,803	\$ 66,788	\$ 67,777	\$ 68,793
Voc Prin	237	\$ 73,959	\$ 78,559	\$ 79,736	\$ 80,915	\$ 82,130
MS Prin	227	\$ 69,292	\$ 73,316	\$ 74,417	\$ 75,515	\$ 76,648
Asst MS	207	\$ 63,133	\$ 65,803	\$ 66,788	\$ 67,777	\$ 68,793
Elem Prin	207	\$ 63,134	\$ 65,803	\$ 66,789	\$ 67,777	\$ 68,793
Dtr Sp Nd	205	\$ 57,281	\$ 59,590	\$ 60,484	\$ 61,377	\$ 62,298
Dtr Ath	222	\$ 67,709	\$ 70,571	\$ 71,628	\$ 72,688	\$ 73,778
Sup Sp Ed	207	\$ 63,134	\$ 65,803	\$ 66,789	\$ 67,777	\$ 68,793
Sup Tran	212	\$ 36,043	\$ 37,375	\$ 37,935	\$ 38,496	\$ 39,074
Alt Prin	212	\$ 64,658	\$ 67,392	\$ 68,402	\$ 69,414	\$ 70,454
Dtr Nutr	212	\$ 36,043	\$ 37,375	\$ 37,935	\$ 38,496	\$ 39,074
Dtr Sp Pg	220	\$ 63,426	\$ 65,982	\$ 67,017	\$ 67,961	\$ 68,980
Dtr Adt Ed	240	\$ 69,961	\$ 73,850	\$ 74,959	\$ 76,065	\$ 77,206
Dtr Tech	260	\$ 54,014	\$ 60,015	\$ 66,016	\$ 72,019	\$ 73,098
		Plus 15		Plus 30		Plus 45
MA		\$ 1,359		\$ 2,389		\$ 3,423
		After 5 Yrs		After 10 Yrs		After 15 yrs
Longevity		\$ 3,217		4,630.60		\$ 6,049

**2006-2007 Administrative Salary  
Schedule**

<b>Position</b>	<b>Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
HS Prin.	240	\$ 78,054	\$ 83,227	\$ 84,474	\$ 85,723	\$ 87,008
AsstHS	207	\$ 64,396	\$ 67,119	\$ 68,124	\$ 69,132	\$ 70,169
Voc Prin	237	\$ 75,438	\$ 80,130	\$ 81,331	\$ 82,533	\$ 83,773
MS Prin	227	\$ 70,678	\$ 74,782	\$ 75,905	\$ 77,025	\$ 78,181
Asst MS	207	\$ 64,396	\$ 67,119	\$ 68,124	\$ 69,132	\$ 70,169
Elem Prin	207	\$ 64,396	\$ 67,120	\$ 68,124	\$ 69,132	\$ 70,169
Dtr Sp Nd	205	\$ 58,427	\$ 60,782	\$ 61,693	\$ 62,604	\$ 63,543
Dtr Ath	222	\$ 69,063	\$ 71,983	\$ 73,061	\$ 74,142	\$ 75,254
Sup Sp Ed	207	\$ 64,396	\$ 67,119	\$ 68,124	\$ 69,132	\$ 70,169
Sup Tran	212	\$ 36,764	\$ 38,123	\$ 38,693	\$ 39,266	\$ 39,855
Alt Prin	212	\$ 65,951	\$ 68,740	\$ 69,770	\$ 70,802	\$ 71,864
Dtr Nutr	212	\$ 36,764	\$ 38,123	\$ 38,693	\$ 39,266	\$ 39,855
Dtr Sp Pg	220	\$ 64,695	\$ 67,301	\$ 68,357	\$ 69,320	\$ 70,360
Dtr Adt Ed	240	\$ 71,361	\$ 75,327	\$ 76,458	\$ 77,586	\$ 78,750
Dtr Tech	260	\$ 55,094	\$ 61,216	\$ 67,337	\$ 73,459	\$ 74,560
		Plus 15		Plus 30		Plus 45
MA		\$ 1,387		\$ 2,436		\$ 3,859
		After 5 Yrs		After 10 Yrs		After 15 yrs
Longevity		\$ 3,281		4,723.21		\$ 6,538

## APPENDIX B

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

1	High School Principal	240 Days
2	High School Assistant Principals	207 Days
1	Director of Athletics	222 Days
1	Associate Principal for Career/Technical Education	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	Combined Middle/High School Principal	210 Days
7	Elementary School Principals	207 Days
1	Director of Food Services	210 Days
1	Director of Transportation Services	212 Days
1	Director of Technology	52 Weeks*
1	Supervisor of Special Education	222 Days
1	Director of Special Programs	220 Days
1	Director of Special Needs	207 Days
* Includes paid vacation		