

**MASTER WORK AGREEMENT
BETWEEN
FRUITPORT ADMINISTRATOR'S ASSOCIATION
AND
FRUITPORT BOARD OF EDUCATION**

ARTICLE I

AGREEMENT

This agreement is entered into this 3rd day of June, 2010 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan and the Fruitport Administrator's Association.

ARTICLE II

RECOGNITION

The Board of Education recognizes Fruitport Administrator's Association as an exclusive bargaining representative for purposes of establishing a Master Work Agreement only for: Principals, Assistant Principals, Director of Athletics and Recreation, Director of Special Education, Director of Technology (appropriate administrative degree required) and Supervisors of Special Education, but excluding all other employees.

ARTICLE III

TENURE

The Board and Association agree that no Administrator shall attain tenure as an Administrator in the school district.

ARTICLE IV

EVALUATION

It is understood and agreed that the professional service of the Administrator shall be evaluated prior to April 1 of each school year according to the District procedures currently in effect. A copy of this evaluation shall be given to the administrator with the right to add written comments. Any comments added by the Administrator shall become a permanent part of the evaluation. If said evaluation shall be less than an overall determination of satisfactory, the Administrator shall be

notified and a conference held. An assistance team shall be offered under the direction of the evaluator.

1. All association members recognize that it is their professional responsibility to serve as needed on an assistance team. Not more than 2 association members shall serve on the same team. No member will serve on more than 1 assistance team at a time.
2. The evaluator will hold a meeting, and provide in writing to all team members and the evaluatee, areas of unsatisfactory performance. The evaluator will also provide a description of "acceptable" levels of performance.
3. It is understood and agreed that the ultimate responsibility for the evaluation lies with the evaluator and evaluatee.
4. It is understood and agreed that the ultimate responsibility for performing at an acceptable level lies with the evaluatee.
5. Association members will be held harmless in the final outcome of the evaluation.

The Administrator shall be given an appropriate opportunity to correct and improve upon such deficiencies or areas as shall then exist.

ARTICLE V

CONTRACTS

Paragraph 1.

If the Administrator receives a satisfactory evaluation he/she will receive a contract extension of one year and a new two year contract will be issued.

If the Administrator receives an unsatisfactory evaluation and is notified of same by the Superintendent (or Designee) prior to April 1 the Administrator shall not receive a contract extension and the Administrator shall either go to the second year of an existing two year contract or if the administrator is on a one year contract, or in the second year of a two year contract, shall have his/her contract expire (non-renewed) and the terms of Paragraph 2 shall apply. In the event the administrator is not notified of an unsatisfactory evaluation by April 1, the administrator shall be granted a contract extension of one year. This extension does not imply a satisfactory evaluation.

Paragraph 2.

If the Board for any reason is considering the non-renewal of an Administrator's contract, the Administrator shall be notified as provided for in Public Act 183 and accorded all other rights as provided by such Act.

ARTICLE VI

MANAGEMENT'S RIGHTS

The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the state of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to such extent such specific and expressed terms thereof are in conformance with the constitution and laws of the state of Michigan and the Constitution and laws of the United States of America.

ARTICLE VII

ADMINISTRATIVE ASSIGNMENTS

The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff and the selection placement and transfer of personnel shall be vested in the Superintendent subject to approval by the Board of Education.

All new or vacant administrative positions will be posted. All administrative employees within the bargaining unit who have the appropriate qualifications will have the opportunity, within the posting period, to submit their request for transfer to the posted assignment to the Superintendent of Schools. Transfers will be granted in accordance with the needs of the school district as determined by the Superintendent

TRANSFERS

If an employee voluntarily transfers, with the consent of the Superintendent, to a new position, all salary, vacation and working conditions pertaining to the new assignment shall immediately apply. If an employee is involuntarily transferred to a new position the employee will have the option of receiving the wages, hours, benefits of that new position or retaining the wages, hours and benefits of his/her old position for one calendar year or contract year (whichever is greater). In subsequent

years the employee will then earn the wages, hours, benefits of the new assignment as described in this contract or as directed by the Superintendent.

ARTICLE VIII

LAYOFF/RECALL

Paragraph 1.

In the event of a reduction in personnel, the Board of Education agrees to give notice as soon as practical. Individual Administrators affected will be notified in writing as soon as practical. The Board shall also give such further notice as is required by law.

Administrators on lay-off shall be recalled by certification in order of most seniority. In the event of a lay-off of Administrators, said Administrators will have recall rights not to exceed a period of time equal to their years of service to the Fruitport Community Schools.

Paragraph 2.

All individual contracts are subject to the right of the Board of Education to execute a reduction in personnel. In the event of such reduction, the Board may terminate the contract (individual) prior to its stated expiration date, subject to, giving NOT LESS than 60 days notice. To effect a reduction in personnel, lay-off shall come in inverse order of administrative seniority per certification and classification. No administrator shall receive a promotion (movement to a higher rank) as a result of a reduction in force.

ARTICLE IX

VACATIONS AND WORK SCHEDULES

Vacations and work schedule, for those who qualify, shall be mutually agreed upon by the Administrator and the Superintendent.

Administrators who are required to perform for a period in excess of that stated in their contract, shall be paid at the pro rata daily rate.

ARTICLE X

RETIREMENT

1. The Administrator must meet the eligibility requirement for an immediate retirement allowance under the Michigan Public School Employee's Retirement Board regulations.
2. The Administrator must provide the Board of Education with notice of intent to retire by April 1 of the year of retirement. This clause may be waived by the Superintendent when the Superintendent believes the health of the Administrator or family circumstances of the Administrator warrants such action.
3. The Administrator electing retirement voluntarily agrees to terminate his or her employment with the Fruitport Community Schools.

ARTICLE XI

UNUSED SICK LEAVE

Upon termination of employment by:

1. Death, or
2. Retirement (provided that the Administrator meets the requirements for an immediate retirement allowance under the Michigan Public School Employees Retirement Board's regulations and the Administrator provides the Board written notice by April 1 of the year in which the administrator will retire);

The administrator shall be paid an amount equal to seventy five dollars (\$75) times the number of his or her accumulated sick days.

ARTICLE XII

SALARY SCHEDULE

Administrative Compensation

Compensation shall be determined using four (4) factors: 1) the position's responsibility index, 2) additional weeks beyond the teacher calendar days, 3) experience as an administrator, and 4) educational attainment.

The base shall equal:

<u>2009-2010</u> \$64,500.00	<u>2010-2011</u> \$64,500.00	<u>2011-2012</u> \$65,000.00
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The base assumes the minimum education of a Master Degree. The following lateral educational steps are as follows:

Master Degree + 18	= 3% of base
Masters Degree + 30/60	= 6% of base
Doctorial Degree	= 9% of base

Additional weeks shall be computed at 2 ½% of the base or every extra week (5 days) beyond the teacher calendar days as scheduled with the superintendent of schools. The director of technology will work 48 weeks with a formula of 2.4% of the base for year two and three. The director of athletics will work 48 weeks without the additional formula.

The experience factor shall be calculated at ½% (.005) times the base for each year of administrative experience.

The responsibility factor, by assignment, shall be as follows:

High School Principal	1.25	48 weeks
Middle School Principal	1.20	44 weeks
Director of Special Education	1.15	48 weeks
Elementary Principal	1.10	41 weeks
H.S. & M.S. Asst. Principals	1.10	41 weeks
Special Education Supervisors	1.10	41 weeks
Director of Athletics and Recreation	1.08	48 weeks
Elementary Asst. Principal	1.05	41 weeks
Director of Technology	1.05	48 weeks

Formula Example:

The following example illustrates how each administrator's salary will be calculated:

An elementary principal with a Master Degree plus 30 hours who works 41 weeks and has been with the district five years:

Elementary Principal	Base Salary	= \$64,500.00
Responsibility Factor	1.10 (10% of base)	= \$6,450.00
Weeks worked	41 Weeks (4 extra weeks times 2.5%)	= \$6,450.00
Degree	MA + 30 (6%)	= \$3,870.00
Experience with District	5 years (5 times ½ %)	= <u>\$1,612.50</u>
	TOTAL	= \$82,882.50

ARTICLE XIII

SICK LEAVE

At the beginning of each contract year, each Administrator shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year, up to 250 days. Administrators who are employed to work part days and/or part of a year shall have their days prorated accordingly.

ARTICLE XIV

PERSONAL BUSINESS DAYS

The number of personal business days will be determined with the approval of the Superintendent by individual needs as long as these are not abused.

ARTICLE XV

FRINGE BENEFITS

1. Effective January 1, 2009, the Board shall provide a Blue Cross/Blue Shield of Michigan ("BCBSM") Health Savings Account ("HSA"). The Board shall fund the entire annual deductible of \$1,250 for one person and \$2,500 for 2-person or full family coverage under the BCBSM high deductible health plan. Year-end balances in an employee's HSA shall remain in the employee's account. The Board will pay the experience factor.
2. Effective July 1, 2010, the Board shall provide Priority Health HSA with a District funded deductible. Should legislation be signed into law that impacts employee contribution toward health insurance, the parties agree to open the contract at that time. The Board will pay the experience factor.
3. Effective July 1, 2011, the Board will pay the experience factor with a \$500 increase to the base salary. Should the Board have paid the full Priority Health HSA including the deductible at the conclusion of year two, the Board agrees to only pay an increase that is capped at amounts listed below. Should the Priority Health HSA amount exceed the cap, the administrative unit may choose to adjust their health insurance benefit bringing the cost within the cap or pay the cost of the premium that exceeds the cap.

2011-12 Health Insurance Cap:

Full Family	\$16,266.40
2-Person	\$13,562.20
Single	\$ 6,166.40

4. The Board will provide vision and dental coverage outlined in a self-funded plan which has the same benefit plan as VSP3 and 05-06 dental plan.

5. The Board of Education shall provide term life insurance for each Administrator in the amount of \$100,000.
6. The Board shall reimburse each eligible administrator up to \$1000.00 annually for tuition cost.
7. It shall be the responsibility of the Administrator to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that the insurance carrier may require.

ARTICLE XVI

DUES AND FEES

The school district shall pay dues and fees to the national and state Administrator's Association for all Administrators.

ARTICLE XVII

LOCAL, STATE AND NATIONAL CONFERENCES

The Superintendent may approve attendance at local, state and national conferences. These conferences must be related to the Administrator's position and of such nature that attendance does not impair operational procedures of the school district. Reimbursement for expenses to attend these and other meetings shall be in accordance with the school district's policy on Administrator conference reimbursement.

ARTICLE XVIII

MILEAGE

Mileage reimbursement for Administrators shall be paid at the going rate allowed by the Internal Revenue Service.

ARTICLE XIX

PERFORMANCE EVALUATION SYSTEM


Both the Fruitport Administrators Association and the Fruitport Board of Education agree to open the contract and negotiate language that pertains to Revised School Code Act 451 Section 380.1249 (Performance Evaluation System) and Section 380.1250 (Compensation including job performance and accomplishments as factors) once clarity on this issue has been established by the Department of Education, Michigan Association of School Boards, Michigan Association of School Administrators, Michigan Education Association, and Fruitport Education Association.

No part or provisions of this agreement will be changed unless the Board of Education and the Fruitport Administrator's Association mutually agree to these changes. This agreement shall terminate on June 30, 2012.

Fruitport Administration Association



President



Vice-President

Board of Education



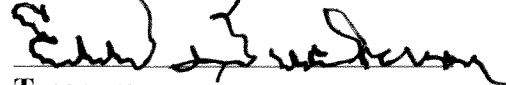
President



Vice-President



Secretary



Treasurer



Trustee



Trustee



Trustee