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6/30/2000

GRAND LEDGE  
BOARD OF EDUCATION

GRAND LEDGE  
ADMINISTRATORS'  
EDUCATIONAL ASSOCIATION

COLLECTIVE BARGAINING  
AGREEMENT

JULY 1, 1999 - JUNE 30, 2000

*Grand Ledge Public Schools*

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**GRAND LEDGE BOARD OF EDUCATION**  
**GRAND LEDGE ADMINISTRATORS' EDUCATIONAL ASSOCIATION**  
**COLLECTIVE BARGAINING AGREEMENT**

This Agreement entered into this 1st day of July, 1999, is by and between the Board of Education of the Grand Ledge Public Schools, hereinafter called the Board, and the Grand Ledge Administrators' Educational Association, hereinafter called the Association.

**WITNESSETH**

Whereas, the parties, following deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement.

**ARTICLE I**

**RECOGNITION**

**Section 1 - Recognition of Association**

The Board hereby recognizes the Association to the extent required by the provisions of Act 336, P.A. of 1947, as amended, as the sole and exclusive bargaining representative for all school principals, assistant principals, and coordinating principals employed by the Grand Ledge Public Schools.

**Section 2 - Scope of the Agreement**

It is mutually acknowledged that this collective bargaining Agreement represents the complete agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be a part of such collective Agreement.

**Section 3 - Definitions**

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

- A. Board shall mean the Board of Education of the Grand Ledge Public Schools or its designated agents.
- B. Association shall mean the Grand Ledge Administrators' Educational Association.
- C. Administrator shall mean any member of the bargaining unit.
- D. Superintendent shall mean the Superintendent of Schools of the Grand Ledge Public Schools or his designated agents.

- E. In the construction of the words used in this collective bargaining Agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

#### **Section 4 - Special Conferences**

The Board and the Association may meet by mutual consent during the school year, upon the request of either party, to discuss matters relating to this Agreement. The time and place of all such meetings shall be mutually agreed upon, and shall normally be outside school hours. The meetings shall be open to the public unless exempt from public disclosure by the Open Meetings Act or Freedom of Information Act.

#### **Section 5 - Nondiscrimination**

The Association agrees to continue to admit all administrators to membership without discrimination on the basis of handicap, race, creed, color, age, national origin, marital status, or sex and to represent them without regard to their participation in the affairs of other professional educational organizations. The Board agrees to continue its policy of nondiscrimination against any administrator on the basis of handicap, race, creed, color, age, national origin, marital status, sex, or membership, participation in, or association with the activities of any professional educational organization.

#### **Section 6 - Distribution of Agreement**

The Board and Association shall cooperate in the preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. The Board and the Association will each pay an equal share of the expenses for publication of this Agreement.

#### **Section 7 - Administrator and Board Relations**

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct towards each other. Both parties agree that they will meet their respective obligations as defined in Act No. 336, Public Acts of 1947, as amended, and the Association agrees that no administrator shall engage in a strike or otherwise absent himself/herself from work because of strike-related activity. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, accruing to either party under the above same Act. Administrators agree further to operate fully within their job descriptions, whenever their safety is not in jeopardy, during any work stoppage affected by any other employee groups.

## **ARTICLE II**

### **MANAGEMENT RIGHTS CLAUSE**

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 invested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limitations to the foregoing: the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it shall deem necessary shall be limited only by the specific and expressed terms of contractual agreements involving the Board.

## **ARTICLE III**

### **ASSOCIATION RIGHTS**

#### **Section 1 - Association Use of School Buildings**

The Association and its members shall have the right to use building facilities and equipment for Association meetings and business that do not interfere with the regular program of the school system, subject to housekeeping aspects of the Building Use Policies as adopted by the Board.

#### **Section 2 - Access to Board Information**

The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirement and allocations, and such other appropriate information as will assist the Association.

#### **Section 3 - Association Leave Days**

The Association shall be granted up to ten (10) days released time per year for use by administrators participating in professional organization activities and conferences. If a substitute is required for the use of these days, then the Association shall reimburse the Board for the cost of the substitute.

Any absence of a particular administrator will need to be approved by the immediate supervisor and Superintendent at least one (1) week in advance of the absence.

## ARTICLE IV

### APPOINTMENTS, EVALUATIONS AND TRANSFERS

#### Section 1 - Appointment of Administrators

- A. Vacancies for all administrative positions will be communicated by posting. Vacancies will be publicly announced as soon as possible after they are known.
- B. The Board may request individual Association members to be involved in a formal screening process for new or replacement administrators.
- C. Administrators with prior experience in the Grand Ledge School System shall be considered for any administrative position for which they are certified and qualified. The Board retains the right to be the final authority on filling any vacancy.
- D. A member of the Association shall have the right to ask the Board for a conference to discuss why his/her application was not considered.

#### Section 2 - Transfers

Any administrator may make a request to the Superintendent for a lateral change in assignment (hereinafter called a transfer) for the following year. The request shall be in writing, may be limited to one particular assignment, or may indicate only the general kind of assignment desired. If an administrator applies for a transfer and such request is denied, he/she may request a conference with the Superintendent to obtain the reasons for such a denial in writing.

An administrator who is involuntarily transferred to another administrative position shall receive the appropriate salary for that position.

The administrator's contract shall be defined as that contract which is in force during the date of transfer.

#### Section 3 - Performance and Evaluation

- A. The evaluation year for school administrators shall be from May 1 to April 30.
- B. The Superintendent or his/her designee shall conduct an initial interview with each administrator by October 1 of each evaluation year.
  - 1. During this interview, the goals and objectives of each administrator (along with the measurement criteria they will use to evaluate progress) in relation to the administrator's job description will be established for the May 1 evaluation process.
- C. A written evaluation based on observations, including building visitation of the administrator by the Superintendent or his/her designee, the accomplishment of assigned tasks defined by the job description, and the attainment of the goals and

objectives established at the October 1 interview will be issued on or before May 1 of the evaluation year.

1. In those cases where unsatisfactory performance of duties is documented, the principal shall be given a written notice of deficient areas, develop a Plan of Assistance with the immediate supervisor, and review the Plan of Assistance with an immediate supervisor to evaluate progress relative to the specific points of the assistance plan.
2. Failure to make significant progress relating to criteria set in all areas of deficiencies, will be just cause for dismissal. The Board will follow State law as to dismissal of public school administrators. Administrators may be terminated for gross misconduct and/or insubordination at any time during the term of his/her contract of employment notwithstanding any provision contained in the administrator's contract of employment or this Agreement.
3. Two (2) copies of the written evaluation shall be submitted to the building administrator, one (1) to be signed and returned to the evaluator to be placed in the personnel file, and one (1) to be retained by the administrator.

## **ARTICLE V**

### **ADMINISTRATOR'S RIGHTS**

#### **Section 1 - Personnel File**

It shall be the right of every administrator to examine his/her official personnel file upon request. Before any material is placed in the administrator's file, that administrator must be given the opportunity to read it and attach an answer in writing, if he/she so desires. It is mutually understood that credentials from universities, recommendations, and items of "officially recognized" confidentiality are not subject to examination by that administrator concerned.

#### **Section 2 - Staff Selection and Assignment**

- A. The Board agrees that each administrator shall be notified, at address of record at that time of the opportunity to interview and make a recommendation concerning all personnel, certified and non-certified, that are being considered for assignment to his/her building or department. A form will be provided by Central Administration so administrators are reminded to file up-to-date address and phone information. Such information is necessary so administrators can continue to be involved in personnel selection.
- B. Subject to confirmation or review by the Superintendent, each building administrator shall be responsible for making a determination regarding each staff member's assignment within his building.

### **Section 3 - Parent and Citizen Complaints**

The Board agrees that in case of a complaint by a citizen regarding an administrator, a program, or an employee that administrator supervises, that citizen shall be requested to first discuss the complaint with the administrator involved. In the event the citizen refuses to discuss the complaint with the administrator involved, the Board agrees that no further action will be taken regarding the complaint until the administrator has had the opportunity to provide background information to the administrator in charge. The Association agrees that the Board retains the right to investigate and take appropriate action on any complaint, where a citizen refuses to discuss said complaint with the administrator.

### **Section 4 - Pupil Assignments**

Subject to the approval of the Superintendent, each building administrator shall have the responsibility to make a determination regarding each pupil's assignment within his/her buildings. Any such determination shall be made in conformance with Board of Education policies regarding the classification and promotion of pupils.

### **Section 5 - Discipline, Discharge, or Demotion of Administrators**

No administrator shall be disciplined, demoted, or discharged except for just cause, which action shall be subject to the Grievances, Appeals, and Reviews (Article VII). The non-renewal of an administrator's contract shall not be deemed to constitute discipline, demotion or discharge within the meaning of this Section. Non-renewal of contract shall not be deemed to be covered by or a violation of this Agreement but, instead, shall be governed by Section 1229 of the Revised School Code of 1976, as amended. All reprimands or disciplinary actions taken against an administrator shall be put in writing, signed by the person responsible for taking the action, with a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file and endorsed by that administrator, acknowledging receipt of a copy of the document; no further copies are to be made.

### **Section 6 - Individual Administrator Contract and Reduction in Staff**

An administrator's individual contract of employment shall be made expressly subject to all the terms of this Agreement, and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Such individual contracts of employment shall expressly provide for the termination of employment upon a reduction in administrative personnel. Such individual contracts of employment shall expressly deny the granting of tenure in the administrative capacity. Furthermore, no provision of this Agreement shall be construed to grant tenure in administrative capacity, and it is hereby expressly provided that no administrator shall acquire or be granted tenure in the administrative capacity.

The Association and Board agree that the following conditions, among others, may necessitate a reduction in administrative personnel:

- A. Financial conditions in the district.
- B. Reduction in student enrollment and/or closing of buildings.

Should a layoff of building administrators seem likely, the Association will be notified. If a layoff is deemed necessary, the following procedure will be used:

- A. The Board of Education will determine the administrative position(s) to be reduced or eliminated. For purposes of this section, positions will be separated into the following classifications:
  - 1. Grades DK-8 administrators
  - 2. Grades 6-12 administrators
- B. The administrator employed in the classification being reduced or eliminated, who holds the least bargaining unit seniority in that classification, shall be laid off.
- C. If two (2) or more administrators have the same amount of bargaining unit seniority, then district-wide seniority will be used to determine the layoff.

Recall of administrative personnel shall be in reverse order of the layoff procedures as outlined below:

- A. The Board of Education will determine when an administrative position is available for recall.
- B. The administrator recalled shall have a teaching certificate at the level in which the administrative position is offered. A secondary or elementary certificate will apply to a middle school administrative position.
- C. The administrator with the highest seniority will be recalled first, after the preceding item "B" is satisfactorily met.
- D. Bargaining unit seniority will have precedent over district-wide seniority.
- E. Seniority will be "frozen" as of the effective date of layoff.
- F. Date of hire will determine seniority. A full-year seniority is equivalent to 38 weeks of contracted work. Contracts less than the minimum 38 weeks will be prorated accordingly.
- G. District-wide seniority shall be defined as length of continuous employment in the district since the last date of hire. Bargaining unit seniority shall be length of continuous employment in the bargaining unit since the last date of hire in a bargaining unit position. Continuous employment within the bargaining unit shall not be deemed to be broken if a bargaining unit member's assignment changes from one position to another position within the bargaining unit.

### **Section 7- Individual Administrator Contracts**

Each new administrator employed by the Board shall be individually contracted for one year. Administrators with satisfactory service shall be granted a two-year individual contract, renewable annually. Upon the Superintendent's recommendation, the Board shall take action to renew individual administrator's contracts no later than April 1 of each year.

### **Section 8 - Teacher Tenure**

Any necessary reduction of administrative personnel shall mean that unless the administrator is reassigned to another administrative position, the administrator will be assigned to a teaching position for which he/she is certified and qualified provided that he/she is entitled to be employed in a teaching position pursuant to the Tenure Act and the collective bargaining agreement covering teachers. If it becomes necessary for a member of the Association to continue in a reassigned teaching position, his/her placement on the teachers' salary schedule shall be determined by the Tenure Act and the collective bargaining agreement covering teachers.

### **Section 9 - Holidays**

The district recognizes holidays as scheduled in the yearly calendar. Each administrator will receive ten (10) paid holidays a year. Paid holidays will not be charged as vacation days. Paid holidays include Independence Day, Labor Day, Thanksgiving Day and the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, and Memorial Day. If the regular holiday falls on a Saturday or Sunday and another day is declared as the district's designated holiday, administrators will be granted this day off with pay.

### **Section 10 - Duty-Free Lunch Period for Administrators**

All administrators shall be allowed a duty-free lunch period for a period not to exceed one (1) hour; such lunch period will not be scheduled, but will be taken at the most advantageous time to be determined by the administrator involved; the administrator will be allowed to leave his building during this lunch period.

## ARTICLE VI

### ROLE OF ADMINISTRATORS

#### Section 1 - Scope of Position

- A. The administrator shall perform the functions and fulfill responsibilities as defined by their respective job descriptions set by the Board of Education. Administrators shall be directly responsible to the Superintendent and shall consult with and secure approval of the respective Assistant Superintendent for Elementary or Secondary Instruction for any major curriculum changes.
- B. Administrators shall be encouraged to study, propose, and test new educational practices and procedures and may be permitted to initiate educational innovations upon approval of the Superintendent or the respective Assistant Superintendent for Elementary or Secondary Instruction.
- C. One elementary and one secondary administrator will attend all Board Workshops and regularly scheduled Board Meetings between September and June. The Administrators' Association President will develop the (10) ten month schedule and hand in to the Superintendent each June before Administrators leave for the summer.

#### Section 2 - Limits of Responsibility for Administrators

- A. No administrator shall be delegated additional responsibilities beyond that normally required for their building except as follows:
  - 1. An elementary administrator with a student ratio enrollment of less than 250 may be assigned additional duties or combination of elementary buildings.
  - 2. Reductions in staff, which results in an administrator being assigned to more than one (1) building, will require consultations between the Board and the Association prior to such reductions.
  - 3. Temporary substitute coverage as provided in Article VIII, Section 5.
- B. Secretarial services, when necessary, will be available to administrators upon request two (2) days in advance for weeks that the regular school secretaries are not under contract.
- C. Whenever a claim is made or a civil action is commenced against an administrator employed by the Grand Ledge Public Schools for injuries to persons or property caused by negligence of the administrator while in the course of his employment and while acting within the scope of his authority and specifically within the policies, rules, and regulations of the Board of Education and while exercising reasonable professional judgment, the Board agrees to engage or furnish services of an attorney selected by the Board.

- D. Administrators shall not be required to search for bombs when a building is alerted of a bomb scare, but administrators will cooperate with public officials and/or agencies in cases of bomb scares.

## ARTICLE VII

### GRIEVANCES, APPEALS, AND REVIEWS

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the Superintendent or his/her designated representative to act at Level One as hereinafter described.
- C. The term "days" as used herein shall mean days in which the Central Administration Office is open for business.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the section or subsections of this contract alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.

Any written grievances not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. **Level One** - An administrator alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the Superintendent in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the administrator shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the

Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the Association, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board by filing such written grievance, along with the decision of the Superintendent, with the office of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

**Level Three** - Upon proper application as specified in Level Two, the Board shall allow the administrator or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the administrator who filed the grievance, and the Association.

**Level Four** - Individual administrators shall not have the right to process a grievance at Level Four.

In the event the Association is not satisfied with the disposition of the grievance at Level Three, the Association must provide written notice of intent to submit a grievance to arbitration within fifteen (15) days after the receipt of the decision in Level Three.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Association may submit the matter to the Michigan Employment Relations Commission requesting that an arbitrator be selected with their assistance and under their rules. The submission to the Michigan Employment Relations Commission (MERC) must be made no later than thirty (30) days after receipt of the decision in Level Three.

The arbitrator shall have no power to amend, alter, or modify this Agreement or any supplementary Agreement.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based on other extra contract matters not specifically incorporated in this Agreement.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Association, the Board, and on all parties.

The arbitrator shall have no power to establish salary schedules or set or alter hourly rates.

No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.

The expense of the arbitration proceedings shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Representatives of the Association who are called as witnesses by the Employer shall not suffer any loss in their regular wages.

The arbitrator shall not be empowered to rule on any matter which has been made subject to review by applicable Federal, State, or Civil regulatory procedures.

The non-renewal of an administrator's contract shall not be subject to the grievance procedure and an arbitrator shall have no authority to address a dispute involving the non-renewal of an administrator's contract.

- F. Should an administrator fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an administrator fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- G. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an administrator or a participating Association representative are to be at their assigned duty stations.
- H. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- J. Nothing in the Agreement shall prevent any individual administrator from presenting grievances to the Superintendent or the Board and having those grievances adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement..

## **ARTICLE VIII**

### **LEAVES OF ABSENCE**

#### **Section 1 - Leave for National Security**

An administrator called during the school year for National Guard Reserve, or active duty, necessary to the national security as shown by proper authority, shall be granted special leave without pay of up to thirty (30) days for this purpose.

#### **Section 2 - Jury Duty**

Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time recognize the administrator's often greater civic responsibility of performing their professional assignments. An administrator called during the school year shall notify the office of the Superintendent immediately upon receipt of such call. The Superintendent may write to the court requesting that the administrator be excused from Jury Duty explaining the potential hardship to the school district. In the event such request is denied, then the administrator shall be granted special leave for this purpose and shall be compensated for the difference between the administrator pay and the pay received for the performance of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

#### **Section 3 - Military Leave**

A military leave of absence without pay shall be granted to any regularly appointed administrator who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States. An administrator on probationary status returning to employment from military service shall be regarded as retaining the period of probationary service and leave benefits achieved prior to his military service.

#### **Section 4 - Professional Leave**

A leave of absence without pay may be granted for one (1) year to any administrator who has been in the continuous employ of Grand Ledge Public Schools as an administrator for three (3) consecutive years for the purpose of study, travel, research, or other teaching or employment involving probable advantage to the school district. Any administrator on such leave must notify the Superintendent by July 1st of the year in which he/she intends to return of his/her intentions. The system will reinstate him/her, as an administrator, if a vacancy exists in the position held by him/her at the time his/her leave commenced. If no such vacancy exists, the administrator will be employed as a teacher provided he/she is entitled to be so employed pursuant to the Tenure Act and the collective bargaining agreement covering teachers. Whether or not the administrator is employed as a teacher, he/she will be given the first opportunity to be employed in the administrative position held by him/her at the time his/her leave commenced whenever such position becomes available.

## **Section 5 - Sick Leave and Personal Leave**

- A. All administrators absent from duty because of personal illness, injury, or other approved personal reasons shall be allowed full pay for thirty (30) work days during any contract year. Association members agree to accept the temporary responsibility to cover another building during periods of absence by the regular school administrator, as assigned by the Central Administration.
- B. The Board of Education reserves the right to require a physician's statement upon return from absence because of illness or injury.
- C. The administrator shall file (immediately upon return from any absence) with the Superintendent a written report, on a form furnished by the Board of Education, setting forth the reason for absence.
- D. Administrators may use sick leave and personal leave for the following reasons:
  - 1. Personal illness or injury
  - 2. Illness, injury, or death in the immediate family - not to exceed five (5) days in any one school year, unless special approval is granted by the Superintendent. The immediate family is defined as any person whose illness or death has a real meaning to the administrator. Such requests shall be made in writing. A reply shall be made within five (5) days after receipt of such request.
- E. An administrator shall be allowed three (3) personal days per year (non-cumulative) at full pay to be used at the discretion of the administrator. Days must be submitted in writing for pre-approval by the administrator's immediate supervisor (assistants to building principal) and Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources will be responsible for final approval and the collection of personal day requests.
- F. In the event that an administrator, absent because of illness or injury, has exhausted sick leave accrual and is placed on LTD, the Board shall place the administrator on a leave of absence without pay (maximum one (1) calendar year). The school-paid premiums for the administrator's health related (medical, dental, vision, life, and managed sick leave LTD) at the time of going on disability will be paid by the school district during the leave. If and when the administrator wishes to return, written notice must be provided the office of the Superintendent at least thirty (30) days (calendar) in advance. If the administrator is unable to return to work at the conclusion of the leave, the administrator's contract may be extended at the discretion of the Board of Education.

## **Section 6 - School Business Leave**

- A. Leave of absence with pay not chargeable against the administrator's sick leave will be granted as follows:
1. Time necessary for appropriate professional representatives to attend conferences and other activities recommended by the Association and approved by the Superintendent.
  2. Visitations at other schools approved by the Superintendent.
  3. Attendance at approved educational conferences or conventions.
  4. All other absences which are in the course of school business and having the approval of the Central Administration.

## **ARTICLE IX**

### **EMOLUMENTS**

#### **Section 1 - Cafeteria Plan**

The Board agrees to **operate** a Section 125 Cafeteria Plan.

#### **Section 2 - Hospitalization**

The Board agrees to pay the full monthly premium for PHP Plus for all administrators who enroll in the program. Upon notice being given by either party, the service element of the Plan will be reviewed by May 1 of each contract year.

#### **Section 3 - Term Life Insurance**

The Board agrees to pay the necessary premiums to provide group term life insurance in the amount of \$100,000, plus double indemnity for accidental death, for each member of the Association, the coverage of which will begin not later than thirty (30) days after ratification of the Agreement.

**Section 4 - Loss of Time, Long Term Disability Protection**

The Board agrees to pay the necessary premiums to provide to all administrators, with a LTD program provided by the district.

Percentage of monthly salary:	66 2/3
Monthly maximum benefit:	\$6,000.00
Calendar days waiting period:	30
Minimum monthly benefit:	\$100.00

Definition of disability:	
Administrators:	60 Months
Others:	36 Months

**Section 5 - Dental**

The Board agrees to pay the necessary premiums to provide, to all administrators, a full family dental program of basic benefits at a rate of 70% co-insurance and including the orthodontic rider. The dental program shall provide for gold crowns.

**Section 6 - Vision Insurance**

The Board agrees to pay the necessary premiums to provide to all administrators, up to a full family rate, Ultra-Vision Plan III with a \$100.00 frame allowance.

**Section 7 - (Refers to Sections 1 through 6)**

The Board agrees to provide the aforementioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

**Section 8 - Mileage and Professional Expenses**

All administrators will be reimbursed at the IRS rate per mile for all automobile travel, both in and out of the district, required by their position, which necessitates use of a personal automobile. The Board will reimburse scheduled or authorized travel. In addition, the Board agrees to reimburse reasonable costs, consistent with Internal Revenue Service guidelines, for meals, lodging, and other business expenses when such expenses are incurred by administrators on official school business approved by the Superintendent. Request for reimbursement shall not occur more frequently than monthly nor less frequently than quarterly.

**Section 9 - Separation Pay At Time of Death or Retirement**

Separation pay will be granted upon retirement or death. To qualify for separation pay, the administrator, at the time of his/her retirement or death, must have been employed in the school district for at least ten (10) consecutive year, must hold a full-time teaching, administrative, or supervisory assignment in the Grand Ledge Public Schools, and must be a participant in the Michigan Public School Employees Retirement System. If an administrator qualifies for separation pay, he/she shall receive \$300.00 per year for each year of full-time teaching, administrative, and supervisory service in the Grand Ledge Public Schools.

**Section 10 - Continuing Education Reimbursement**

The Board of Education encourages continuing education for their administrative staff and is willing to assist in payment of tuition costs for approved classes. Upon prior approval by the Superintendent or his/her designee and successful completion of the approved classes, the Board will reimburse up to a maximum Association total not to exceed \$5,000 in any school year.

**Section 11 - Administrator Certification Reimbursement**

The Board of Education agrees to reimburse each administrator for fees charged by the Michigan Department of Education when renewing administrator certification.

**Section 12 - Professional Organizations**

The Board agrees to pay professional association membership dues, conference fees, and professional literature publication costs up to \$700.00 each year, subject to prior approval by the Superintendent or his designee, for each administrator.

**ARTICLE X**  
**SALARY AND WORK YEAR**

This contract provides a fifty-two (52) week professional contract (July 1 - June 30) for all administrators and requires that administrators be on duty for all student and/or teacher attendance days, except as specified in Article VIII. The following work year is established for each administrative level:

**High School Administrator**

Student/Teacher Days	- 184 days
Additional Work Days	- 41 days
Paid Holidays (Article V)	- 10 days
Vacation Days	- <u>25 days</u>
Total	260 days

**Middle School & High School Assistant Administrators**

Student/Teacher Days	- 184 days
Additional Work Days	- 31 days
Paid Holidays (Article V)	- 10 days
Vacation Days	- <u>35 days</u>
Total	260 days

**Elementary School & Middle School Assistant Administrators**

Student/Teacher Days	- 184 days
Additional Work Days	- 21 days
Paid Holidays (Article V)	- 10 days
Vacation Days	- <u>45 days</u>
Total	260 days

Additional work days and vacation days are to be arranged by each administrator and immediate supervisor (i.e., Assistant Superintendent for Elementary or Secondary Instruction) and tentatively approved at the beginning of each new contract year.

Vacation days for all administrators must be scheduled within the contract year earned with no carryover of unused vacation time into the next contract year.

Days worked (Monday-Friday) above the number of contracted annual work days will be paid, if requested and approved by the immediate supervisor, on a per diem basis (1/260th).

**Pay Issues**

- A. Administrator pay periods will commence with the first two-week period that falls within the new fiscal year and shall continue bi-weekly for the remainder of the fiscal or contractual year unless otherwise terminated prior to the end of the fiscal year or contractual year.
- B. If an administrator elects to be released from his/her administrative contract during the course of a fiscal year, the administrator's contractual salary will be prorated at the time of separation by the exact number of days worked during that fiscal year.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **Section 1 - Duration of Agreement**

This Agreement shall continue in full force and effect from July 1, 1999 to June 30, 2000. The parties agree to begin negotiations for a new Agreement not less than one-hundred (100) days prior to June 30, 1999.

#### **Section 2 - Negotiation Procedure**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter now removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to wages, hours, and other terms and conditions of employment, except by mutual consent.

#### **Section 3 - Conformity to Law**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, Association, and employees in the bargaining unit; and in the event that any provision of this Agreement shall at anytime be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

#### **Section 4 - Superseder Clause**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts. All future individual administrator contracts shall be made expressly subject to the terms of this Agreement.

## 1999/2000 School Year Salary Structure

\*Based upon 1999/2000 ECEA Professional Agreement - Salary Step 12G5 (1.00 = \$52,687)

<b><u>I.</u></b>	<b><u>Base Salary</u></b>	<b><u>Factor (length of work year + responsibility)</u></b>	
	High School Administrator	1.36 = \$71,654	
	Middle School Administrator	1.27 = \$66,912	
	Elementary School Administrator	1.19 = \$62,698	
	Assistant High School Administrator	1.25 = \$65,859	
	Assistant Middle School Administrator	1.18 = \$62,171	
<b><u>II.</u></b>	<b><u>Degree Level</u></b>	<b><u>Factor (official transcripts/grade slips must be received by 6/30 of each school year)</u></b>	
	MA + 20 semester hours	.01 = \$527	
	MA + 30 semester hours	.02 = \$1,054	
	MA + 40 semester hours	.03 = \$1,581	
	MA + 50 semester hours	.04 = \$2,107	
	Ed.D or Ph.D.	.05 = \$2,634	
<b><u>III.</u></b>	<b><u>Building Enrollment</u></b>	<b><u>Factor (average # of students per administrator- blended count from previous year)</u></b>	
	<b><u>Elementary</u></b>	<b><u>Secondary</u></b>	
	330	280	.01 = \$527
	380	330	.02 = \$1,054
	430	380	.03 = \$1,581
	480	430	.04 = \$2,107
<b><u>IV.</u></b>	<b><u>Administrative Experience</u></b>	<b><u>Factor (Maximum 5 years)</u></b>	
	One (1) year	.005 = \$263	
	Two(2) years	.01 = \$527	
	Three (3) years	.015 = \$790	
	our (4) years	.02 = \$1,054	
	Five (5) years	.025 = \$1,317	
	Six (6) years	.030 = \$1,581	
	Seven (7) years	.035 = \$1,844	
	Eight (8) years	.040 = \$2,107	

**V. Longevity in GLPS 1999/00**

**Factor (years of teaching and administration completed in Grand Ledge. Add to next year's salary)**

5-9 years	.01 = \$527
10-14 years	.02 = \$1,054
15-19 years	.03 = \$1,581
20-24 years	.04 = \$2,107
25 years and over	.05 = \$2,634

**Fall/Spring Blended Counts  
1998/99**

Factor		Fall '98	Winter '99	Blend
.03	HS	1589	1578	396
.03	Hayes	760	760	380
.01	Beagle	544	548	273
.03	Delta Center	463	460	462
.02	Holbrook	398	391	395
.01	Greenwood	250	246	248
.01	Neff	316	321	319
.02	Wacousta	378	381	380
.04	Willow Ridge	500	511	506

**Signatures**

FOR THE ASSOCIATION:

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FOR THE BOARD:

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Date of Agreement

Signatures

FOR THE ASSOCIATION:

Thomas Drabuck

Michael V. Johnson

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FOR THE BOARD:

H. Lawrence Merrill

Timothy O'Mara

Thomas D. Gray

Robert Summerfield

Susan D. Wallace

Michael J. Lopez

John A. Young

July 22, 1999

Date of Agreement