### **Contract Between**

# THE STOCKBRIDGE COMMUNITY SCHOOL DISTRICT

and

# THE STOCKBRIDGE ADMINISTRATION ASSOCIATION

July 1, 2009 - June 30, 20012

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This Agreement is entered into July 1, 200**9**, by and between the Board of Education of Stockbridge Community Schools (hereinafter called the Board), and the Stockbridge Administration Association (hereinafter called the Association).

### **PREAMBLE**

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained herein; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment;

The Board and the Association do hereby set forth and memorialize their full agreement.

# ARTICLE I Recognition

 The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel in the appropriate bargaining unit, described and defined as: Principals

### Assistant Principals

- 2. The terms "principal or assistant principal," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above.
- 3. The term "administrator," when used herein shall refer to all members of the bargaining unit represented by the Association.
- 4. The term "BOARD" when used herein shall refer to the Stockbridge Community Schools, its BOARD of Education and/or where appropriate, its Superintendent or designee.

#### ARTICLE II

#### Association Security

1. Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this agreement, whichever occurs later, each bargaining unit member shall, as a condition of continued employment, pay to the ASSOCIATION either a membership fee in the amount established by the ASSOCIATION, or representative service fees in an amount directly attributable to the costs of bargaining representation, contract administration and grievance

adjustment. In no event shall the representative service fees exceed the membership fees. Membership fees and representative service fees may be paid through payroll deduction if authorized in writing by the bargaining unit member.

2. The ASSOCIATION and its members agree to defend, indemnify and hold harmless the school district, the BOARD, BOARD members, both past and present, and employees and agents of the BOARD, with respect to any claim or demand of whatsoever kind or nature that may arise out of enforcement of or compliance with this article.

### **ARTICLE III**

#### **Administrator Rights**

- The BOARD agrees that the private life of any administrator is not an appropriate matter for concern or attention to the BOARD, unless it adversely affects the administrator's ability to carry out professional functions or responsibilities to the school district or to act as a representative of the district. If the private life of an administrator has become a matter for the concern or attention of the Board, the Superintendent may address this through the evaluation procedure set forth in Article V of this Agreement.
- 2. All administrators shall be accorded, in regard to their personnel file, those rights to examination, copying and comment provided under the Bullard-Plaweck Employee Right to Know Act. In addition, the administrator may exercise these rights at all reasonable times, and with an ASSOCIATION representative present, if so requested. The Superintendent may require twenty-four (24) hours notification for an administrator to review the file.
- 3. Each building principal shall have the right to control student discipline within his/her building consistent with the law unless otherwise limited by BOARD policies and procedures concerning the discipline of students.

The Superintendent shall evaluate the above under Article V of this agreement.

- 4. Administrators shall be entitled to ASSOCIATION representation by the ASSOCIATION President or his/her designee, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.
- 5. An administrator's assignment for the ensuing school year shall be the same unless the Board and Administrator otherwise agree or the administrator is notified prior to April 1.

### **ARTICLE IV**

#### Rights of the Board

- 1. It is agreed that the BOARD hereby retains and reserves unto itself, without limitation and without prior negotiations with the ASSOCIATION, all powers, rights, authority, duties, and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
  - A. The executive management and administrative control of the school district, its properties, equipment, facilities and operations and to direct the activities and affairs of its employees.
  - B. Hire all employees and determine their qualification and the conditions of their continued employment.
  - C. Promote, transfer and assign all employees.
  - D. Determine the size of the work force, and to expand or reduce the work force.
  - E. Establish, continue to revise policies and adopt work rules and regulations.
  - F. Dismiss, demote and discipline employees.
  - G. Establish, modify or change any work, business or school hours or days.
  - H. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein, and the institution of new and/or improved methods.
  - Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table or organization.

- K. Deduct from an employee's salary amounts contributed by the BOARD pursuant to the written request of the employee to the Member Investment Plan Fund created by 1985 PA 91.
- L. Grant or deny tenure in administrative or non-classroom positions.

Exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. The right of the BOARD herein listed shall be superceded by the conditions of the individual articles herein.

- 2. The express inclusion by an affirmative statement or delineation of any specific rights of the BOARD anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the BOARD not so mentioned and hereby retained by the BOARD.
- 3. 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.

### ARTICLE V Evaluations

- 1. Administrators shall be evaluated at least once every year. All evaluations shall be based upon supportable facts. An administrator shall be fairly evaluated pursuant to readily definable objectives mutually established between the Superintendent and the affected administrator.
- 2. An evaluation instrument shall be established by the Superintendent with ASSOCIATION input.
- 3. No evaluation shall be prepared until there has been conference between the affected administrator and his/her evaluator, during which the proposed contents of the evaluations are discussed.
- 4. If no evaluation is conducted prior to sixty (60) days before the close of the year, the administrator's performance shall be deemed to have been satisfactory.
- 5. The administrator shall be permitted to have an ASSOCIATION representative present in any evaluation interview upon his/her request.

6. Only evaluations prepared by the BOARD, the Superintendent or the Superintendent's designee shall become part of the administrator's personnel file.

### ARTICLE VI Complaints

- 1. In the event a compliant or charge of a serious nature is made against an administrator, that administrator will be made aware of such complaint or charge. No written reprimand or stronger action will be taken upon any complaint of a serious nature until the employee has been made aware of said complaint or charge, has had an opportunity to respond, and there has been a thorough investigation. The Superintendent shall make a recommendation when the investigation is completed. The Administrator shall be advised of the recommendation.
- 2. Should action adverse to the administrator be contemplated as a result of the investigation of the complaint, the provisions of Article VII, Progressive Discipline, shall be followed, if applicable.
- 3. Should a complaint or charge be made against an employee or program, which an administrator supervises, the administrator shall be made aware of said complaint or charge. The complaint or charge shall be thoroughly discussed with the administrator before any action is taken.

## ARTICLE VII Progressive Discipline

- 1. The BOARD agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.
- 2. Before determining not to renew a contract or determining to discipline, demote or discharge an administrator because of concerns regarding competency or poor performance, the BOARD shall offer reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action.
- 3. Reasonable assistance shall consist of the following:
  - A. Conferences shall be held between the administrator and his/her immediate supervisor to deal with clearly identified inadequacies. Suggested remedies will be specified in writing if requested by the affected administrator.

- B. If the problem persists, a formal warning shall be issued to the administrator. The warning shall contain the specific inadequacies in writing and timelines for achieving the established remedies will be established by the Superintendent with input by the ASSOCIATION/individual.
- 4. Where there is just cause for the immediate discharge or demotion of the administrator, the BOARD may act upon written notice and the provisions of Sections 2 and 3 shall be inapplicable. The administrator and/or the ASSOCIATION shall, however, have the right to grieve the discipline imposed within five (5) school days.
- 5. The affected administrator and/or the ASSOCIATION may grieve discipline under this contract upon receiving notice of said discipline.

#### **ARTICLE VIII**

#### **Individual Contracts**

All administrator individual contracts of employment shall be made expressly subject to all the terms of the 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. Individual contracts will be made available to all administrators within thirty (30) days after the beginning of the school year and amended thereafter as needed.

#### ARTICLE IX

#### Creation or Elimination of Positions

- 1. It is agreed that the ASSOCIATION will be given the opportunity to make recommendations to the Superintendent prior to the BOARD taking action to approve new administrative positions.
- 2. It is agreed that before any rates of pay, wages, hours or other conditions of employment are established for a bargaining unit position, the parties shall engage in collective bargaining. Interim wages, hours and working conditions may be established by the BOARD.
- 3. The Board has the right to eliminate/create bargaining unit positions. In the event a position is to be eliminated effective the beginning of school, because the duties of the position are to be assigned to individuals either in or out of the bargaining unit, the administrator holding the position will be notified by March 1. However, this notice requirement shall not apply if the administrator holding the position has either left the school district, given notice of intent to do so or leaves at the beginning of school

4. The Association shall have input on wages, terms and conditions if the Board changes the job description of a bargaining unit member after the timeline established for review of this decision. If the Administrator is required to work additional days, he/she will be paid the current per diem rate.

# ARTICLE X Layoff Procedures

1. In the event of Administrative layoffs, the BOARD shall take into consideration the following criteria as long as the Administrators involved have received an overall satisfactory evaluation:

# Administrative Certification Administrative Experience In District

2. In the event an Administrator is laid off from the bargaining unit, the Administrator shall be entitled to be recalled to the position held by the Administrator at the time of layoff if a vacancy in that position arises within two (2) years from the date of layoff.

# ARTICLE XI Work Schedule

- 1. During each year of the Agreement, the Administrator shall work the number of weeks designated for his/her position classification.
- 2. Additionally scheduled days beyond the administrator's normal work schedule shall be paid at the full rate of pay for the rescheduled days. The number of weeks and days of work by each administrator shall be balanced within that framework of time of days worked plus national holidays with the balance of the year being considered non-duty days.
- 3. Administrators who work beyond the number of days set forth in Section 1 of this article shall be paid at the daily per-diem pay rate or have the option of taking additional business days during the school year equal to the number of vacation days worked, with the Superintendent's approval.
- 4. The per diem rate shall be the salary of the Administrator divided by his/her number of working days set forth in Article XVIII.

### ARTICLE XII Professional Growth

1. The parties agree that programs of professional growth are essential to the well being of the district. To this end, each Administrator will have three (3) days to attend conferences. Additional conference days shall be subject to approval of

- the Superintendent. Each Administrator will have up to \$750 per year for reasonable conference expenses. Additional conference expenses shall be subject to prior approval of the Superintendent.
- 2. Any Administrator who engages in the program of professional growth shall be permitted to arrange his/her working hours to accomplish the same as long as he/she is otherwise able to perform his/her duties and responsibilities, provided that said arrangement has received prior approval of the Superintendent.
- 3. The district shall provide payment of dues for membership in one (1) national and one (1) state professional association for each Administrator. Administrators who are serving in state office will be allowed to schedule days of professional responsibilities to those offices with prior approval of the Superintendent.
- 4. The district will reimburse each administrator for up to six (6) semester hours per year for course work that is related to Professional Growth in administrative skills.

#### **ARTICLE XIII**

### Protection of Administrators

- 1. The BOARD shall provide to the maximum of the insurance coverage to the administrator Board legal counsel (attorney) in any legal action, civil or criminal, brought against his/her for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment with the district.
- 2. The BOARD shall either hold the Administrator harmless or insure him/her adequately, in an amount of at least \$1,000,000 for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment as an Administrator. The Board shall be responsible for the payment of any deductibles in their insurance policy.
- 3. An Administrator absent from his/her duties as a result of a suit while employed in school activities, and the suit is related to performance of duties, shall receive full pay and shall not have the absence charged against his/her sick leave accumulation. The affected Administrator shall be granted not more than 20 days compensated leave days under this provision. This section shall not be in effect if the bargaining unit member's, in the judgment of a court competent jurisdiction, was negligent in his/her duties or if the bargaining unit member is involved in any action against the Board.
- 4. An employee who is eligible for Worker's Compensation due to an injury, which occurred during their regular working hours on the Employer's premises, shall receive an amount equal to the difference between their Worker's Compensation and their regular wages, not to exceed six (6) months. This section shall not be in effect if the bargaining unit member, in the judgment of a court of competent jurisdiction, was negligent in his/her duties. These monies shall be charged

against the administrator's sick leave accumulation. This section shall become ineffective if the employer's liability increases above the difference between daily salary and the Worker's Compensation payment due to coordination of benefits by the insurance carrier.

### ARTICLE XIV Non-Discrimination

The BOARD shall not, directly or indirectly, discriminate against any member of the ASSOCIATION in regards to wages, hours or working conditions or in the application of the provisions of this Agreement by reasons of race, creed, religion, color, national origin, handicap, age, sex, martial status, political beliefs or union membership.

# **ARTICLE XV**Grievance Procedure

- 1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - A. The termination of services of or failure to re-employ any probationary employee;
  - B. Any matter involving evaluation (the Administrator will have space on the evaluation form to write a dissenting opinion);
  - C. Any matter for which there is resource under State or Federal statutes.
- 2. The ASSOCIATION President or designee shall handle grievances when requested by the grievant.
- 3. The term "days" as used herein shall mean days in which the school district is conducting business.
- 4. Written grievances, as required herein, shall contain the following:
  - A. It shall be signed by the grievant or grievants;
  - B. It shall be as specific as possible;
  - C. It shall contain a synopsis of the facts given rise to the alleged violation;
  - D. It shall cite the section or subsections of this contract alleged to have been violated.
  - E. It shall contain the date of the alleged violation;

F. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements must be corrected and may be resubmitted within five (5) working days. Such rejection shall not extend the limitations hereinafter set forth.

5. <u>Level One</u> – 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 or designee in an attempt to resolve the issue. The Administrator may have ASSOCIATION representation at the meeting. If no resolution is obtained within three (3) working days of the discussion, the Administrator shall reduce the grievance to writing and proceed within five (5) working days of said discussion to Level Two.

<u>Level Two</u> – A copy of the written grievance shall be submitted to the Superintendent to be filed with the appropriate BOARD of Education committee with the endorsement of or the approval or disapproval of the ASSOCIATION. Within five (5) working days of receipt of the grievance, the BOARD of Education committee shall, through the superintendent, 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) working days of the discussion, the BOARD of Education committee shall render a decision. A copy of the decision shall be forwarded to the grievant and the ASSOCIATION secretary.

If no decision is rendered within five (5) working 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 of Education by filing such written grievance along with the decision of the Superintendent with the Superintendent to be placed on the agenda for the BOARD's regularly scheduled public BOARD meeting.

<u>Level Three</u> – Upon proper application, as specified in Level Two, the Board shall allow the Administrator or the ASSOCIATION representative an opportunity to be heard at the public Board meeting for which the grievance was scheduled. Within thirty (30) working days from the hearing of the grievance, the BOARD shall render its decision in writing. The BOARD may hold future hearing(s) 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 grievant, and the secretary of the ASSOCIATION.

<u>Level Four</u> – If the ASSOCIATION does not agree with the full BOARD decision, the grievant has five (5) working days to inform the Superintendent and request that the grievance go to mediation. The BOARD and ASSOCIATION will select a mediator within thirty (30) working days. The mediator's recommendation will be considered by the BOARD and ASSOCIATION.

#### **ARTICLE XVI**

#### Validity of Agreement

- 1. 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 an amendment hereto.
- Should any article, section or clause of this agreement be declared invalid by the court of competent jurisdiction, said article section or clause, as the case may be, shall be automatically deleted from the Agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of this Agreement.
- 3. This Agreement shall supersede any rules or regulations or practices of the BOARD, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this agreement.

# ARTICLE XVII Duration of Agreement

This Agreement shall be effective as of July 1, 2009, and shall remain in full force and effect until midnight June 30, 2012.

At least sixty (60) days prior to the termination of this Agreement either party must give the other party notice, by registered mail, of its desires 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.

# ARTICLE XVIII Salary Schedule

1. Salary schedule for **2009-2010**, **2010-2011**, **and 2011-2012** for bargaining unit members with two (2) years in-district experience as an Administrator:

Classification Elementary Principals 43 weeks	2009-2010 \$77,839	2010-2011 \$77,839	2011-2012 Reopener
Secondary Assistants/AD 45 weeks (base period)	\$81,461	\$81,461	Reopener
Middle School Principal 44 weeks (base period)	\$82,758	\$82,758	Reopener
High School Principal 46 weeks (base period)	\$86,747	\$86,747	Reopener

Administrators employed as of November 1, 2004, will have an additional \$2,141.04 added to their salary base as an insurance conversion bonus from Super Care.

If the Stockbridge Educational Association receives a salary scale increase for the 2009-2010 and 2010-2011 school years that is not financed by a total compensation reduction in health care insurance, the same percentage will be applied to the Administrators wage scale.

- 2. All administrators are entitled to twelve (12) holidays designated in Article XXI. All other days are considered non-duty days. Any administrator required to work a non-duty day will be compensated at their normal rate during the fiscal year in which the work is performed.
- 3. All administrators are to schedule their duty day assignments with the approval of the Superintendent.
- 4. The BOARD will set the salary for first year bargaining unit members. The BOARD will set the salary placement for second year members at a point midway between the first and second year schedule. The third year employees will be on schedule.

5. Administrators shall receive the following longevity payments beginning the fifth year as an administrator in the school district:

Beginning 5<sup>th</sup> year \$ 700 After 10 years \$ 900 After 15 years \$1,100 After 20 years \$1,900 After 25 years \$2,700

6. Beginning after the two-year probation as an Administrator in the district, a bargaining unit member shall receive additional pay for advanced degrees in accordance with the following schedule:

MA + 15 (semester hours)	\$1,200
MA + 30 (semester hours)	\$1,600
Eds	\$1,900
PhD, EdD	\$2,200

If the hours are earned during the school year, this pay will be prorated for the remainder of the contract.

- 7. Each administrator shall receive an annuity annually in the amount of \$1,900 to be used in a TSA.
- 8. Each administrator shall receive, annually, \$1200.00 to be used for purchase of retirement credit.
- 9. Overall salary shall include base salary, longevity, degree, annuity and advancement. The salary shall be paid bi-weekly in equal installments.
- 10. Administrative salaries are calculated on a biweekly basis starting July 1 of each fiscal year by dividing the total salary into 26 equal pays. A per-diem pay amount is calculated by dividing the total salary by the number of days worked. At the beginning of the school year, administrators have been paid beyond the amount justified when calculated on a per diem basis. In the event an administrator leaves Stockbridge Schools for retirement or other employment, it is understood that salary paid to date will be calculated against days worked, and any per diem difference will either be paid to the administrator if underpaid, or repaid to the district if overpaid.

# ARTICLE XIX Leave of Absence

1. All bargaining unit members absent from work because of personal or family injury or illness will receive full compensation and fringe benefits in accordance with the following schedule:

#### 15 days per year

Unused portions of a bargaining unit member's sick leave can be accumulated up to 215 days.

- 2. The bargaining unit member shall be excused with pay for jury duty or attendance at any district court, surrogate court, court of appeals or Supreme Court proceeding pursuant to a subpoena. A bargaining unit member will be allowed to use personal business days for attendance at Administrative or quasi-judicial proceedings pursuant to a subpoena. The bargaining unit member will reimburse the district the amount of money paid by the courts.
- 3. Each bargaining unit member shall be entitled to leave with pay in the following cases:
  - a. Death in the immediate family of the Administrator and/or spouse for a period up to five (5) days. Immediate family shall mean mother, father, brother, sister, child, spouse or any person for whom the Administrator and/or spouse serves as a legal guardian.
  - b. Death of other relatives or members of the household or a member of the Administrator's staff for a period of one (1) day.
  - c. In the event of death of a member of the Administrative staff, the Superintendent shall make provisions for representation from the bargaining unit at the deceased member's funeral.
  - d. The length of time or days of leave under items a, b, c, may be extended with prior approval of the Superintendent.
- 4. Each bargaining unit member shall be entitled to three (3) days personal leave per year. Unused personal business days will be added to the next year's sick accumulation leave. Personal leave may be taken upon advance notification to the Superintendent.
- 5. A bargaining unit member may be granted a leave of absence for one year with approval of the BOARD under the following conditions:

- Requests shall be in writing.
- b. Eligibility based on five (5) years of continuous employment in the school district.
- c. Shall be limited to one year with extensions at the discretion of the BOARD.
- d. Sick leave days shall not accrue, but unused sick leave days held at the start of leave shall be retained.
- e. Written notice to either return or resign shall be given to the Superintendent at least ninety (90) days prior to the end of the leave.
- f. Salary increments shall not accrue.
- g. The Administrator shall be returned, at the end of the leave, to an Administrative position to which he/she is qualified and certified.
- h. The Administrator shall have the option of continued insurance coverage at his or her own expense within the limits of the carrier and district requirements.
- 6. A bargaining unit member who turns his/her resignation in to the Superintendent will be granted, after five (5) years of service, compensation for the unused portion of accumulated sick leave days up to the maximum number of accumulated sick days allowed in Article XIX Section 1 as follows:

For administrators who complete the current school year and notify the Superintendent of resignation prior to April 1 of the current school year.

5-9 years of service	Resignation before April 1 Resignation after April 1 – July 1	\$15.00 per day \$10.00 per day
10-19 years of service	Resignation before April 1 Resignation after April 1 – July 1	\$20.00 per day \$10.00 per day
20 and over years of service	Resignation before April 1 Resignation after April 1 – July 1	\$40.00 per day \$10.00 per day

### ARTICLE XX

### **Benefits**

- 1. The BOARD agrees to pay the full premium, including the \$4,000 full family and two person, or \$2,000 single subscriber deductible for Blue Cross Flexible Blue 3 Health Savings Account health insurance coverage suitable to the employee's status (i.e. single subscriber, self and spouse, full family, etc.). The BOARD will determine the carrier. (coverage sheet inserted in index)
- 2. The BOARD agrees to pay the full single, self and spouse, or full family premium for 90/90 Dental coverage. The carrier will be named by the BOARD. The

- coverage provided in this contract will equal or surpass the coverage provided under the **2006-2009** contract.
- 3. The BOARD agrees to cover up to \$750 per year per family member for preventative care. The BOARD will determine the carrier.
- 4. The BOARD will provide the premium on group life insurance of \$50,000 for each bargaining unit member. The carrier will be named by the BOARD.
- 5. For each Administrator who is not covered by the Board selected medical policy, the BOARD agrees to pay the single subscriber premium rate from that policy toward a tax sheltered annuity program or option plan.
- 6. The BOARD agrees to make payroll deductions for bargaining unit members who join the Capital Area School Employee Credit Union.
- 7. The BOARD agrees to pay the cost of disability insurance for each bargaining unit member. The coverage provided in this contract will equal or surpass the coverage provided under the previous contract.
- 8. The BOARD will pay Administrators for business miles according to established Board policy. This policy shall be reviewed yearly.
  - 9. The BOARD agrees to pay the full single, self and spouse, or family premium toward vision coverage. The carrier will be named by the Board. The coverage provided in this contract will equal or surpass equal or surpass the coverage provided under the 2006-2009 contract.
- 10. A total of two (2) days shall be allowed to the bargaining unit for association business. These days shall be used at the discretion of the Association with three (3) days prior notification and approval of the Superintendent.
- 11. All insurance coverage provided under this Article shall, in all respects, become effective only upon submission of written application by the bargaining unit member and acceptance by the insurance carrier.
- 12. It is expressly understood that the Board is only responsible for providing premiums toward insurance coverage. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder
- 13. Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

- 14. To be eligible for the above coverage (or increase in coverage) employees must be able to perform the "at work requirements" with this employer before benefits are effective.
- 15. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change. The employee shall be responsible for any overpayment/underpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- 16. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

### ARTICLE XXI

### Non-duty Holidays

Administrative non-duty holidays will include the following:

July Fourth
Labor Day
Thanksgiving
Thanksgiving Friday
Christmas Eve or December 26
Christmas Day
Memorial Day
New Year's Eve or January 2
New Year's Day

New Year's Day Procident's Day (A data of mutual agreess

President's Day (A date of mutual agreement if eliminated from future calendar) Winter Break (A date of mutual agreement if eliminated from future calendar) Good Friday (A date of mutual agreement if eliminated from future calendar)

Note: Mutual agreement dates will be established for each Administrator on an individual basis.

### **ARTICLE XXII**

### **Duration**

This Master Agreement will run for **three** years starting July 1, 200**9**, and running through June 30, 20**12**.

In witness whereof the parties have caused this agreement to be executed by their authorized signatures.

FOR THE BOARD OF EDUCATION	FOR THE ASSOCIATION
Ву	Ву
Date	Date

### LETTER OF AGREEMENT

Heritage Principal, Jim Kelly, will assume Title I responsibilities at a rate of \$2,500.00 per year.

The Alternative Education Principal will receive additional pay of \$2,500.00 per year.