

### Agreement

between

### **Grosse Ile Board of Education**

and

**Grosse Ile Principal's Association** 

July 1, 2010 – June 30, 2011

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#### INTRODUCTION

It is the responsibility of the Board of Education to determine the type of educational program that will be offered in Grosse Ile. The quality of education will depend in large part on how successful the community is in attracting and retaining well-trained, competent, professional staff members.

The Board of Education agrees that it is the professional responsibility of the Grosse Ile Principal's Association to continually review the strengths and weaknesses of the educational program and to recommend to the Grosse Ile Board of Education changes necessary to maintain or improve the education program of Grosse Ile.

The Association agrees that it is the responsibility of the Board to establish policies and procedures not covered in this Agreement for the orderly and efficient functioning of the school system and recognizes the Board's right to amend, add to, or change such policies and procedures so long as they are not inconsistent with any of the terms of this Agreement.

The Board and the Association pledge to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and seek to achieve full equality of educational opportunity to all pupils.

#### **AGREEMENT**

This agreement made and entered into this 16<sup>th</sup> day of August, 2010 by and between the Grosse Ile Board of Education hereinafter referred to as the "Board" and the Grosse Ile Principal's Association hereinafter referred to as the "Association."

Witnesseth:

### ARTICLE 1 Recognition

**Section 1.1** – The Board hereby recognizes the Association as the exclusive bargaining representative for all principals of the District.

The term "principals," when used hereinafter in this Agreement, shall refer to all employees which are (principals and assistant principals) represented by the Association in the bargaining or negotiating unit.

**Section 1.2.** – In the application and interpretation of the provisions of this Agreement, whenever the word "Administrator" is used it shall mean any member of the bargaining unit, "Superintendent" shall mean Superintendent of Schools or designee, "Board" shall mean the Board of Education of Grosse Ile School District or its designated agents, and "Association" shall mean the Grosse Ile Principal's Association.

### ARTICLE 2 Rights and Responsibilities

**Section 2.1.** – The Board retains the right in accordance with applicable laws and regulations, (a) to direct principals of the school, (b) to hire, promote, transfer, assign, and retain principals in positions, and to suspend, demote, discharge, or take other disciplinary action against principals, (c) to relieve principals from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the above right and responsibilities, shall be in conflict with any of the terms of this Agreement, (g) changes in the law may require changes in the contract (For example Race to the Top).

**Section 2.2.** – No principal shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any principal feel that action taken against him/her by the board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in this agreement for the resolving of differences.

**Section 2.3.** – It shall be the right of any administrator to examine and/or copy the contents of his official personnel file upon request. Before any materials of a disciplinary or evaluative nature may be placed in the administrator's file, a copy shall be given to the administrator and he/she be afforded the opportunity to respond in writing to also be placed in the personnel file.

**Section 2.4.** – The provisions of the Agreement and wages, hours, terms and the conditions of employment shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, or marital status, participation in any normal activities of the Association and other professional organizations, or collective professional negotiations with the Board of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**Section 2.5.** – This Agreement is not intended to abrogate the statutory powers of the Board to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, excepting where expressly and in specific terms limited by this Agreement.

### ARTICLE 3 Promotions and Transfers

**Section 3.1.** – Whenever any vacancy in any Administrative position shall occur, the Superintendent or designee shall publicize the same by posting such vacancy in every school building. If the vacancy occurs during the summer vacation period, the Superintendent or designee will notify by email all those who qualify for such vacancy. No vacancy shall be filled, permanently, until such vacancy has been posted for at least fifteen calendar days, or fifteen calendar days from the posting date of notification of vacancy.

**Section 3.2.** – All new administrators shall serve a two (2) year period of probation. A portion of this probationary period may be waived by the Board upon recommendation of the Superintendent. By March 1 of each probationary year, the Superintendent shall provide the administrator with a definite written statement as to the quality of his/her work and further stating the status of the administrator for the next year.

**Section 3.3.** – the Superintendent will provide the administrator with a definite written statement upon satisfactory completion of the probationary period at which time the administrator may be granted an individual contract for the administrative position in which the probationary period was satisfactorily completed.

**Section 3.4.** – Consistent with the past policy of the District, it is agreed between the parities that individual contracts of employment shall be offered to the members of the Association. The length of this contract excluding the initial two (2) year probationary period, shall be for a period of two (2) years with a one year extension added every year upon a satisfactory evaluation.

### ARTICLE 4 Evaluation of Administrators

**Section 4.1.** – Upon receiving a contract, every administrator shall be evaluated by the Superintendent or designee at least once a year. A copy of the evaluation will be provided to the administrator by May 1<sup>st</sup>. Each administrator will be evaluated in observable and measurable terms. The evaluation of each administrator shall be made, but not limited to the following listed criteria:

- a. Leadership
- b. Relationships
- c. Progress assessment on goal attainment
- d. Administrative accountability and responsibility

Note: (See Measurable Criteria Appendix B)

**Section 4.2.** – All observations of the work performance of a principal shall be conducted openly and in a professional manner. It is agreed that any written evaluation of a principal's performance shall be discussed with the principal and signed by the principal. Should the principal disagree with the conclusion drawn by the observer the principal may, at option, request a meeting with the Superintendent and/or his/her designee and attempt to resolve that part of the evaluation with which the principal is not in agreement. The disagreement should be noted in writing and signed by the principal. The principal shall have the right to an Association representative present during any evaluation or complaint conference.

**Section 4.3.** – When an administrator is determined to be performing at less than satisfactory level in the normal course of fulfilling his/her responsibilities, the Superintendent shall review with the administrator the definition of his/her job responsibilities, noting specifically and in writing the areas of poor performance, incorrect procedures, improper behavior, deficiencies, etc. In such reviews, the Superintendent shall identify, in writing within twenty (20) working days, ways and/or methods of improving performance within a mutually agreeable specific timetable by which such change shall be effected.

**Section 4.4.** – If the administrator's annual evaluation produces a "good" rating upon the evaluation instrument, he/she shall be offered, prior to the end of the current school year, an administrative individual contract of employment for an additional one year extension.

**Section 4.5.** – In the rare instance when contract renewal is not recommended based on performance, the evaluation of a principal is to be completed not less than (90) ninety days prior to the contractual termination date. This will be done in keeping with the existing due process and legal parameters.

### ARTICLE 5 Procedures for Resolving Differences

#### Section 5.1. -

- Step I. Any principal(s) believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with his/her supervisor either directly, or accompanied by the Association representative if the principal so desires with the objective of resolving it informally.
- Step II. In the event the complaint is not resolved informally, it may be reduced to writing, signed by the principal, and presented to the Superintendent within one week for his/her answer in writing.
- Step III. If the Superintendent fails to resolve the complaint within two weeks, the Association representative may transmit the question to the Board within two (2) weeks with a written statement of facts pertaining to the issue.
- Step IV. Question(s) submitted for Board consideration, if given to the Superintendent at least one week prior to the date of the next regular Board meeting, will be considered by the Board at such meeting, and the Board's answer will be given to the Association president within three (3) weeks.
- Step V. If the Board's answer fails to resolve the alleged violation and the alleged violation involves a specific article or section of this Agreement, the Association president may within three weeks submit the issue to arbitration. The arbitrator shall hear a presentation by each side and shall have the right to question the representatives of each side. He/she shall render a decision, which shall be binding on each side.

#### ARBITRATOR OR SELECTION PROCEDURE

- A. The Board and the Association shall each within one week submit the names of three (3) people as prospective arbitrators.
- B. If there is no agreement from those names, the Board and the Association shall meet and discuss possible choices within 48 hours. Following discussion, the Board and Association shall each submit three more names. If there is no agreement, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- C. If there is agreement between the Board and the Association, that person shall be the arbitrator. If there is agreement on more than

one person, the arbitrator shall be selected by a random drawing of those similar names.

- **Section 5.2.** The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He/she shall have no power to establish salary scales or change salary. He/she shall have no power to decide any question which under this Agreement, is within the responsibility of the Board to decide, it being understood that any matter not specifically set forth remains within the reserved rights of the Board.
- **Section 5.3.** The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.
- **Section 5.4.** Failure on the part of a principal or Association representatives to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of this decision and the difference shall be considered resolved.

### ARTICLE 6 Reduction in Administration

- **Section 6.1.** In the event of reduction of administrative personnel, the administrator so affected will be reassigned to a classroom position for which he/she is certified and qualified consistent with the collective bargaining agreement between the Board and the Grosse Ile Education Association. All public school experience previously acquired with a "teacher" and "administrator" in the Grosse Ile District shall apply to years on the teacher's salary and seniority schedule.
- **Section 6.2.** Reduction of personnel shall be by certification, qualifications (as determined by past evaluation per article 4), and the District seniority.
- **Section 6.3.** Recall of administrators displaced due to reduction will be in reverse order of reduction of administrative staff, assuming certification and qualifications are met.
- **Section 6.4.** An administrator previously displace due to reduction of staff shall be given first opportunity over a new hire.
- **Section 6.5.** As set forth in the Michigan Teacher Tenure Act, Article II, Act No. 4 P.A. 1939, as amended, tenure is not granted for administrative positions, said administrator shall have tenure only as a classroom teacher provided the requirements of certification are fulfilled. Tenure status previously acquired while employed in the Grosse Ile School District, by Board action or operation of law, shall not be affected by this section.

### ARTICLE 7 Protection of Principals

- **Section 7.1.** The Board recognizes its responsibility to give all reasonable support and assistance to principals with respect to the maintenance of control and discipline in the building. Whenever it is established that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take necessary steps to aid the principal in his responsibilities with respect to such pupil.
- **Section 7.2.** Any case of assault, threat or harassment upon a principal, during a working situation, shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the principal of his/her rights and obligations with respect to such assault and shall render necessary assistance to the principal in connection with handling of the incident by law enforcement and judicial authorities.
- **Section 7.3.** If any principal is complained against or sued by reason of disciplinary action taken by the principal against a student, the Board will provide legal counsel and render necessary assistance to the principal in his/her defense providing the disciplinary action was with established policies.
- **Section 7.4.** Time lost by a principal in connection with 7.2. and 7.3., mentioned in this Article, shall not be charged against the principal, providing such time off is authorized by the appropriate administrative official.
- **Section 7.5.** Any complaint by a student's parents directed toward a principal upon which the Administration feels action is necessary, shall be immediately called to the principal's attention. If further action is necessary, the parent will be directed to place the signed complaint in writing or hold a conference with the principal.
- **Section 7.6**. Principals shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty for any damage or loss to person or property.
- **Section 7.7.** The Grosse Ile Principal's Association administrators shall be covered under the District's comprehensive general liability policy or other appropriate policies up to \$1,000,000.00 in coverage within the provisions of the policy.

### ARTICLE 8 Miscellaneous Provisions

- **Section 8.1.** This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual principal contracts heretofore in effect. All future individual principal contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- **Section 8.2.** Copies of this Agreement shall be printed in booklet form at the expense of the Board and presented to all principals now employed or hereafter employed by the Board.
- **Section 8.3.** If any provision of this Agreement or any application of the Agreement to any principal or the Association shall be found contrary to the law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- **Section 8.4.** Both parities agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare or progress of education in this community.
- **Section 8.5.** The Board agrees that each administrator will have the opportunity to interview and make a recommendation concerning all personnel, certified or non-certified, that are being considered for assignment to his/her building. Such assignment shall be made in accordance with any other collective bargaining agreements which the Board has entered into and which speak on the subject of assignments, work schedules, transfers, etc.
- **Section 8.6.** The Board and the Association agree that alcoholism, drug abuse, emotional disorders and other similar problems affect job performance. The Board and the Association agree to cooperate in attempting to assist affected employees in correcting the problem.
- **Section 8.7.** The Board agrees that the certification required for employment by the State of Michigan is the responsibility of each administrator to keep in force.

### ARTICLE 9 Insurance Protection

**Section 9.1.** – The Board shall provide without cost to the principal comprehensive Sick and Accident Insurance on a Long term Disability policy assuring payment to the principal in the even of illness at the following rate:

Weekly benefits will commence with the 31st day of disability and benefits will be payable to age 65 at 65% of employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 31st day of disability, he/she shall be guaranteed full take home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to the extent and until such time as such principal shall have used up any leave time provided in Article 10.1.1.

**Section 9.2.** – the Board will provide to principals who are under contract and working a minimum of half days, hospitalization coverage equivalent to Blue Cross and Blue Shield, M-VF II, including Master Medical, \$10.00 generic/\$20.00 brand name Drug Rider, and Semi-Private Service at no cost for the employee and his family. Special riders are to be paid by the principals. Any change in insurance carriers will be reported to the Association membership at least two weeks prior to effective day of any changeover. Effective July 1, 2010 and every year thereafter, all administrators will pay \$30 pre-tax co-payment per pay period toward the cost of health insurance, this amount will be deducted from their pay checks. Cash option is available in lieu of benefits in addition to salary. This stipend is based on the number of employee participants by using the scale from the teachers' current contract.

**Section 9.3.** – The Board agrees to provide for each principal who is under contract and working a minimum of half days, life insurance in the amount of three times the principal's yearly salary and Accidental Death and Dismemberment protection in the amount of three times the principal's yearly salary without cost to the principal.

**Section 9.4.** – Any principal who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the first thirty days. Beginning with the thirty-first day, the principal will be compensated per Section 9.1. of this Agreement.

**Section 9.5.** – All physical examinations and chest x-rays, when required of principals by law and/or Board in addition to Section 11.5., shall be provided without cost to the principals providing the examinations and x-rays are given

by the Board designated physician. Should a principal wish to select his own physician, he must do so at his own expense.

**Section 9.6.** – The Board agrees to pay for Group Dental Insurance for all principals under contract and working a minimum of half days. The insurance will provide the following benefits:

Co-insurance Percentage for (Based on reasonable and customary fee):

Routine Treatment	100%
Major Treatment	60%
Orthodontic Treatment	50%
Routine and Major Annual Maximum	\$1,000
Orthodontic Maximum (per course of Treatment)	\$1,000

Selection of the company shall be the decision of the Board after review of consultant's report on health care delivery.

**Section 9.7.** – The Board agrees to pay for Group Vision Care Insurance for principals who are under contract and working a minimum of half days. This insurance will provide the following benefits:

Eye Examination (once a year)	\$30.00
Lens (per pair) (once a year)	
Single Vision	\$35.00
Bifocal	\$45.00
Trifocal	\$55.00
Lenticular	\$65.00
Frames (once every 24 months)	\$30.00
Contact Lenses	
Special Conditions	\$65.00
Selected in place of Spectacle	
Lenses and Frames	\$35.00

Selection of the company shall be the decision of the board after review of consultant's report on health care delivery.

#### ARTICLE 10 Leaves

**Section 10.1.1.** – All principals hired on a full-time basis shall be granted an annual sick leave allowance of twelve days at the beginning of the school year. Principals hired on a part-time basis shall receive proportional sick leave allowance. Unused portions of the leave will be allowed to accumulate to a maximum of 187 days.

**Section 10.1.2.** – Sick leave may be used for disabling injuries. A doctor's statement in writing stating the specific disability must be provided by the principal.

**Section 10.1.3.** – After five or more consecutive days of illness or a pattern of continuous absence due to illness, a medical statement may be required before the employee may return to work and before the employee can qualify for the income protection provision of this agreement.

**Section 10.1.4.** – An annual audit of employee absences will be conducted. The results shall be made available to a designated Association representative. Upon request, the Superintendent in concert with the Association will provide guidance and counseling where patterns of absence may indicate an underlying health problem. Should it be determined that such leave has been misused and the Board feels stronger corrective action is necessary, the principal shall be notified in writing and a copy of the letter sent to the Association.

**Section 10.1.5** – The Superintendent shall furnish each principal by October 1<sup>st</sup> of each academic year a written statement showing the principal's total sick leave accumulation.

**Section 10.1.6.** – Any principal whose personal illness or injury extends beyond the period compensated under Section 10.1.1. of this Article shall be granted a Medical Leave of Absence without salary and benefits (see Section 10.10.) for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery prior to returning. Upon return from leave, a principal shall be assigned to the same position, if available, or a substantially equivalent position, when available, providing the principal is qualified as determined by his/her credential and past experience.

**Section 10.1.7.** – Any principal absent from work because of mumps, scarlet fever, shingles, measles, chicken pox, or lice shall suffer no loss of salary and shall not be charged with loss of accumulated sick leave days if incidences of the disease have occurred in the school environment.

**Section 10.2.** – Two days of the annual sick leave allowance may be used for personal business upon the approval of the Superintendent. Such leave must be arranged with the Superintendent at least two days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Superintendent and deducted from the employee's sick leave. Personal business is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the principal's presence as a serious personal obligation.

**Section 10.3.** – In addition to personal illness and personal business, sick leave allowances may properly be used for absences caused by the following:

- a. Death or serious illness in the immediate family.
- b. Death or serious illness of any person living in the household.

Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

#### **Section 10.4.** – Military Leave

- a. Military leave of absence shall be granted without pay to any principal who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States.
- b. Principals given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States.
- c. A principal may use his/her personal business days for military obligation. Should the principal choose to use his/her designated personal business days, the Board will pay the difference between the principal's salary and his/her military pay.

#### **Section 10.5.** – Leave of Absence Without Pay

a. Leave of absence without pay for reasons other than sickness, sabbatical, accident, or military, may upon proper application, be granted up to a period of one year to principals who have two or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when a principal applies for such leave. Principals returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the principal is qualified as determined by his/her credentials. Principals on leave must submit by March 15th a written request to return from a leave in the following September. Any principal who does not submit a written request shall be considered terminated and the Board shall have no obligation to said principal.

#### **Section 10.6.** – Sabbatical Leaves:

- a. A sabbatical leave of absence may be granted to any principal of the school district upon recommendation of the Superintendent. The professional competence of the principal and the general welfare and the advantage accruing to the school district shall be the general factors of consideration requisite to approval of requests for sabbatical leave.
- b. The principal must have completed seven (7) consecutive years of satisfactory service as a full-time employee with the district.
- c. During said sabbatical leave, the principal shall be paid at half (1/2) his/her annual salary, providing, however, that any stipend that he/she receives from outside source while on sabbatical when combined with the school district remuneration, shall not exceed the principal's full annual salary.

- d. During said sabbatical leave the principal shall be required to report to the Superintendent at intervals and in a manner specified by the Superintendent prior to approval of leave. Failure on the part of the principal to do so may be cause for discontinuance of pay.
- e. Upon approval by Superintendent authorizing sabbatical leave, the principal will sign a commitment to assure the district on his/her return when his/her leave terminates.
- f. Principals who are granted sabbatical leaves of absences shall continue to receive full benefits on all insurance plans requiring Board contribution.
- g. Request for sabbatical leave must be in writing and submitted in a manner determined by the Board to the Superintendent's office by April 1 of each year.
- **Section 10.7.** The Board recognizes Jury Duty as a civic responsibility. As such, the Board agrees to compensate principals at their regular pay less any jury duty pay when principals are called to serve. Time involved in such duties shall not be considered to fall with provision of Articles 10.1. through 10.6.
- <u>Section 10.8.1.</u> Pregnancy Disability Leave shall be granted by the Board to any regularly employed Association member upon written request after pregnancy has been determined.
- **Section 10.8.2.** Principals on Pregnancy Disability Leave would be covered under 10.1.1. and 10.1.3. and qualify for sick leave pay like any other disability of illness. The use of sick leave for reasons of pregnancy shall be governed by the attending physician who shall indicate when the principal is unable to perform assigned duties for personal medical reasons.
- **Section 10.8.3** Upon termination of pregnancy disability, principals may request Maternity leave without pay. Maternity Leave shall be granted for a period not to exceed one full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the principal. Should the leave exceed three months, the principal shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the principal is qualified as determined by the principal's credentials. Principals taking Maternity Leave of less than three months shall be granted their same position.
- **Section 10.9.** The Board of Education may grant a leave of absence for adoption, without pay, to any regularly employed Association member upon written request for such leave. Request for adoption leave must be submitted in writing immediately after formal adoption request has been made to an agency.

Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the principal.

Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Employees on adoption leave may request reinstatement at any time within one (1) year following the adoption of a child. Should the leave exceed three months, the principal shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the principal is qualified as determined by his/her credentials. Principals taking adoption leave of less than three moths shall be granted their same position.

**Section 10.10.** – Principals who are granted leaves of absence without pay may elect to continue insurance coverage at group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

**Section 10.11.** – Upon request, the Superintendent shall furnish to the Association president a list of all principals on leave and the effective date the leave was granted.

#### Section 10.12. - Family and Medical Leave Act (FMLA)

- a. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act (FMLA) for a total period of up to twelve weeks.
- b. Eligible employees are those employees who have worked for the employer for at least one year.
- c. Reasons applicable under FMLA
  - The birth of a child or the placement of a child for adoption or foster care.
  - The serious health condition of an employee's spouse, child, step-child, parent or step-parent.
  - The serious health condition of the employee.
  - The care of a child under the age of 18.

#### d. The benefits of FMLA

An eligible employee's entitlement is limited to a total of 12 work weeks of leave during any rolling 12 month period.

During the period of the FMLA leave, the employees' health insurance benefits, if he/she was entitled to same, shall be continued under the same conditions and at the same level as if the employee were still at work.

Employees returning from a FMLA leave will be returned to the same or an equivalent position based on seniority and qualifications.

The Board may require an employee to utilize available paid medical leave and vacation leave concurrently with leave provided under the FMLA.

FMLA leaves can be taken on an intermittent schedule when medically necessary for planned and/or anticipated medical treatment of a related serious health condition.

In the event an employee and her spouse are employed by the district, whether within or outside the bargaining unit, an aggregate of twelve weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve weeks for all leaves covered by the FMLA.

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a stepchild, legal ward, or child for whom an employee is standing in loco parentis who is under eighteen (18) years old (or 18 years or older and incapable of self-care because of a mental or physical disability).

### ARTICLE 11 Other Benefits

**Section 11.1.** – Upon retirement and under the provisions of the Michigan Public Schools Employees Retirement Act, principals shall receive retirement pay equivalent to \$275.00 per year for each year of service for the Grosse Ile Township Schools.

**Section 11.2.** – The Board agrees to pay travel reimbursement to each administrator, at the rate established in the Board policies, for travel involved in the official discharge of his required duties which requires the use of the administrator's personal automobile. Each administrator shall submit his mileage claims on forms and according to procedures determined by the Board.

<u>Section 11.3.</u> – The Board agrees to continue to make available the investment by administrators in the tax-sheltered annuity program. An administrator may increase or decrease his/her deduction by notifying the Business Office in writing. Payroll deductions shall continue until written notice is submitted to the business Office.

**Section 11.4.** – The Board of Education agrees to pay each administrator's enrollment fee to the Local, State, and National Principal's Organization and encourages all administrators to actively participate in their respective organizations. The Board of Education further encourages the administrators to attend state conferences on a yearly basis and national conferences on a

rotating basis so one administrator from secondary and one administrator from elementary will attend each year.

**Section 11.5.** – On every even number year, each administrator will have a physical examination paid in full by the board of Education. The doctor will be of the administrator's selection.

**Section 11.6.** – The board of Education agrees that all rights, compensation, procedures, and other provisions afforded to teachers in their Master Agreement and not contained in the Principal's Association Agreement, will be afforded to all administrators.

## ARTICLE 12 Work Weeks and Compensation

#### **Section 12.1.** – Administrators will work the following days:

High School Principal	229
Middle School Principal	215
Elementary Principal	200
Ass't Principal / H.S.	215
Ass't principal / M.S.	205

All administrators are expected to work the normal school year of 187 days plus the number of additional days as agreed upon. (Example: The Middle School Principal's work year would consist of the normal school year of 187 days + 28 additional days).

The starting date for the Middle School Principal and Assistant High School principal shall be 18 work days prior to the teacher reporting date and 10 work days after the last teacher work day.

The starting date for the Elementary Principals shall be 8 work days prior to the teacher reporting date and 5 work days after the last teacher work day.

The starting date for the Middle School Assistant Principal shall be 8 work days prior to the teacher reporting date and 10 work days after the last teacher work day.

Exceptions to the above work schedules are based upon approval of the Superintendent.

**Section 12.2.** – Extra assignments, as assigned and approved by the Superintendent, which cannot be completed within the contracted number of work weeks shall be compensated in addition to salary by applying daily factor of .0056 or hourly factor of .0007 to the teacher maximum MA + 30 salary.

**Section 12.3.** – The salary adjustments agreed to under the terms of this Agreement are based on certain projected enrollments and state resources found in the state's Foundation Grant Plan. It is agreed that during the life of

this Agreement should these enrollment or resource projections decrease significantly this amendment will be subject to renegotiations.

### APPENDIX A SALARY

Upon hiring, the initial individual salary will be determined based on comparative salary study. Annual salary increases will be commensurate but not less than other employee group's (teachers') contract settlements.

# APPENDIX B GUIDELINES FOR EVALUATING PRINCIPALS Introduction

Principals are evaluated and rated in order to determine their success related to established job performance criteria and management objectives. They are also rated to improve their performance and to establish appropriate building and program goals to increase student achievement.

Principals are evaluated and rated on job performance criteria and achievement of management objectives. Job performance criteria comprise two-thirds of the composite rating: achievement of management objectives, one-third.

#### I. Evaluation Schedule

- > By September 1, principal and evaluator meet to finalize principal's management objectives.
- ➤ In December, principal and evaluator meet to review management objective status and job performance of principal. Informal mid-year ratings and follow-up plans are established.
- > By May 1, principal and evaluator meet to finalize evaluation and rating. Data sources for this conference include:
  - Management objectives
  - Job performance criteria
  - Principal's self evaluation
  - Evaluator's observations

#### II. Developing Administrative Objectives

Administrative objectives that extend the scope of principal's job performance are developed and agreed upon by principal and evaluator. Administrative objectives result from:

- Building needs
- District priorities
- Principal's self-evaluation
- Performance goals

- Personal/professional goals
- Evaluator's observations

### ARTICLE 13 Duration of Agreement

This Agreement shall be effective July 1, 2008, and shall continue in effect until June 30, 2010 when it shall terminate. If either party desires to modify or amend this Agreement, the party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to May 1, 2010.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective July 1, 2008, and have duly executed this Amendment of this eighteenth day of February, 2008.

GROSSE ILE
PRINCIPAL'S ASSOCIATION
GROSSE ILE
<b>BOARD OF EDUCATION</b>
DOARD OF EDUCATION