

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

ARTICLE I

AGREEMENT

This agreement is entered into this 24th day of September, 2018 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan and the Fruitport Administrator's Association.

ARTICLE II

RECOGNITION

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

ARTICLE III

TENURE

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

ARTICLE IV

CONTRACTS

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

ARTICLE V

MANAGEMENT'S RIGHTS

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

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

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

ARTICLE VI

ADMINISTRATIVE ASSIGNMENTS

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

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

TRANSFERS/VACANCIES

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

Vacancies and/or openings on the administrative team will be posted internally within the administrative group only for a period of 5 days, or shortened through mutual agreement. All current administrators will have the opportunity to apply. The Superintendent may deny any administrators request and must provide explanation for denial. The Superintendent has ultimate right of assignment

ARTICLE VII

LAYOFF/RECALL

Paragraph 1.

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

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

Paragraph 2.

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

ARTICLE VIII

VACATIONS AND WORK SCHEDULES

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

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

The first snow day members will not be required to report. Any snow day thereafter a member would report when it's safe, if a member did not want to report, the member would be required to use a sick day.

ARTICLE IX

RETIREMENT

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

ARTICLE X

UNUSED SICK LEAVE

Upon termination of employment by:

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

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

ARTICLE XI

SALARY SCHEDULE

Administrative Compensation

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

A compensation formula at the end of this article will determine the increase of the base and/or adding another year of experience.

The base shall equal:

| | |
|--------------------|--------------------|
| <u>2017-2018</u> | <u>2018-2019</u> |
| \$68,340.00 | \$69,707.00 |

The base assumes the minimum education of a Master Degree. The following lateral educational steps are as follows:

| | |
|-------------------------|--------------|
| Master Degree + 18 | = 3% of base |
| Master's Degree + 30/60 | = 6% of base |
| Doctoral Degree | = 9% of base |

Additional weeks shall be computed at 2 ½% of the base or every extra week beyond the FEA calendar as scheduled with the superintendent of schools. The Director of Special Education shall be compensated at 2 ½% of the base for each additional weeks above the FEA calendar described below. The Director of Technology will be compensated in a lump sum equal to 10% of the salary base for working additional weeks above the FEA calendar described below. The Athletic Director will not be compensated for working additional weeks above the FEA calendar as described above.

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

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

| | | |
|--------------------------------------|------|---|
| High School Principal* | 1.25 | 6 additional weeks above the FEA calendar |
| Middle School Principal | 1.20 | 6 additional weeks above the FEA calendar |
| Director of Special Education | 1.20 | 12 month Employee** |
| Elementary Principal | 1.10 | 4 additional weeks above the FEA calendar |
| H.S. & M.S. Asst. Principals | 1.10 | 4 additional weeks above the FEA calendar |
| Special Education Supervisors | 1.10 | 4 additional weeks above the FEA calendar |
| Director of Athletics and Recreation | 1.08 | 12 month Employee** |
| Elementary Asst. Principal | 1.05 | 4 additional weeks above the FEA calendar |
| Director of Technology | 1.05 | 12 month Employee** |

* The current High School Principal decided to work 6 additional weeks instead of the 11 additional weeks in a previous contract. It is understood that a new Principal shall have the option of working either 6 or 11 additional weeks.

** 12 month employees work 11 weeks beyond the teacher calendar with 4 weeks of vacation per Article 13.

Formula Example: (The following example illustrates how each administrator's salary will be calculated)

An elementary principal with a Master Degree plus 30 hours who works 4 additional weeks above the teacher calendar and has been with the district five years:

| | | |
|--------------------------|-----------------------------|----------------------|
| Elementary Principal | Base Salary | = \$69,707.00 |
| Responsibility Factor | 1.10 (10% of base) | = \$6,971.00 |
| Additional Weeks | 4 Addt weeks (4 times 2.5%) | = \$6,971.00 |
| Degree | MA + 30 (6%) | = \$4,182.00 |
| Experience with District | 5 years (5 times ½ %) | = <u>\$1,743.00</u> |
| | TOTAL | = \$89,583.00 |

SALARY FORMULA

1. 2018-19 = 1 year added for experience and 2% to the base payable by November 2, 2018.

2019-20 = 1 year added for experience and 2% to the base or the Formula whichever is higher. This is payable by December 1.

2020-21 = 1% to the base or the Formula whichever is higher. This is payable by December 1.

For the year 2020-2021, in the event the District audited Fund Balance goes below 6%, **the parties shall meet to discuss options in lieu of application of Formula.**

2. **All payments noted in Section 1 above are retroactive to July 1st of each year regardless of the date actually paid.**

3. Fruitport Community Schools Compensation Formula

For the 2019-2020 school year, the parties agree to the following compensation formula to determine whether or not there is additional compensation beyond what is noted in Section 2 **above**. For the 2020-2021 school year, the parties agree to the following compensation formula to determine compensation noted in Section 1 **above**.

- a. Student FTE (fall) each year will be determined by the Fall Certified Alpha List. The district will provide the Association with the list as soon as the report is generated.
- b. If new sources of state revenue (current sources are listed within the baseline) are created in a school year that are unrestricted, they will be included in the calculation if they fund FCS staff. If any sources of state revenue are shifted from unrestricted to restricted, or eliminated, they will be removed from the calculation.
- c. Unless the parties otherwise mutually agree through a ratified successor agreement, the compensation formula shall expire June 30, 2021 and thereafter be null and void.

Step 1: Total state revenues for the fiscal year in question are compared to the baseline state revenues provided in the baseline below.

Step 2: Health insurance costs are going to be calculated by the baseline census data multiplied by the PA 152 hard caps. CILO costs are going to be calculated by the baseline census data multiplied by Article 4(D) of the Fruitport Education Association contract.. Increases in district health insurance compared to the proposed baseline figures are subtracted from the change in state revenues. Decreases in district health insurance costs compared to the baseline figures are added to the change in state revenues. The health care costs are calculated each year using the baseline census data

Step 3: Any increase in state retirement costs due to the change in the district retirement contribution rate is subtracted from the change in state revenues. Any decrease in state retirement costs due to a change in the district's retirement contribution rate is added to the change in state revenues. The retirement cost changes are calculated using the baseline of total salaries multiplied by the change in current MPSERS MIP graded rate compared to the baseline MPSERS MIP graded rate.

Step 4: The total dollar impact of the change from the summation of Steps 1, 2 & 3 are compared to the charts below to determine the additional compensation for that fiscal year.

2019-2020 CHART

| Total Impact (Low) | Total Impact (High) | Additional Compensation |
|-----------------------------|----------------------------|--|
| less than 758,371.00 | 758,371.00 | No Formula Compensation |
| 758,372.00 | 1,002,341.00 | 1 year of experience plus 3% increase on the base |
| 1,002,342.00 | 1,272,771.00 | 1 year of experience plus 4% increase on the base |
| 1,272,772.00 | 1,516,742.00 | 1 year of experience plus 5.5% increase on the base |
| 1,516,743.00 | | 1 year of experience plus 6.5% increase on the base |

2020-2021 CHART

| Total Impact (Low) | Total Impact (High) | Formula Compensation |
|-----------------------------|----------------------------|--|
| less than 514,400.00 | 514,400.00 | No Formula Compensation |
| 514,401.00 | 758,371.00 | 1 year of experience plus 2% increase on the base |
| 758,372.00 | 1,002,341.00 | 1 year of experience plus 3% increase on the base |
| 1,002,342.00 | 1,272,771.00 | 1 year of experience plus 4% increase on the base |
| 1,272,772.00 | 1,516,742.00 | 1 year of experience plus 5.5% increase on the base |
| 1,516,743.00 | | 1 year of experience plus 6.5% increase on the base |

BASELINE FIGURES

State Revenue:

| | |
|---|------------------------|
| Student FTE (Fall) | 2,753.51 |
| Foundation Allowance (Section 22a,51c, 22b) | \$7,631.00 |
| MPSERS Cost offset Section 147(a) | \$107.59 |
| HS Pupil Supports Section 20(n) | \$7.29 |
| Total Unrestricted Revenue | \$7,745.88 |
| TOTAL STATE Revenue | \$21,328,358.04 |

Expenses

| | |
|-------------------------------------|-----------------------|
| Annual Per Member Health Care Cost: | |
| Single (26 members) | \$6,560.52 |
| Two (13 members) | \$13,720.07 |
| Family (79 members) | \$17,892.36 |
| CILO (45 members) | \$6,049.44 |
| TOTAL HEALTH CARE | \$2,034,655.67 |
| MPSER MIP Graded Rate | 25.56% |
| TOTAL SALARIES | \$9,766,571.00 |

ARTICLE XII

SICK LEAVE

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

ARTICLE XIII

PERSONAL BUSINESS DAYS

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

Full time employees shall be granted 20 vacation days on July 1 of each year. The Superintendent shall approve all vacation request.

ARTICLE XIV

FRINGE BENEFITS

1. Effective July 1, 2017, the Board shall provide a Priority Health insurance plan that the district and Association agrees to. Should legislation be signed into law that impacts employee contribution toward health insurance, the parties agree to open the contract at that time. The district agrees to pay up to the current hard caps set by PA 152 (MCL 15.563) and the difference will be paid by the employees.
2. The Board will provide vision and dental coverage which is a 100/90/80% plan and equivalent to the plan that was offered in the previous fiscal year.
3. The Board of Education shall provide term life insurance for each Administrator in the amount of \$100,000.
4. The Board of Education shall provide a long term disability insurance plan. Benefits shall be paid at a rate of sixty-six and two-thirds (66 2/3%) of the Administrator's salary with a maximum of \$6,000 per month.
5. The Board shall reimburse each eligible administrator up to \$1,000.00 annually for tuition cost.
6. It shall be the responsibility of the Administrator to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that the insurance carrier may require.
7. Administrators not electing health insurance may elect to receive \$500.00 a month in a cash payout. The payouts will occur in the first and second pay of each month.

ARTICLE XV

DUES AND FEES

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

ARTICLE XVI

LOCAL, STATE AND NATIONAL CONFERENCES

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

ARTICLE XVII

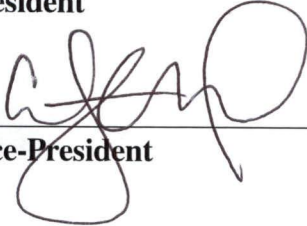
MILEAGE

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

No part or provisions of this agreement will be changed unless the Board of Education and the Fruitport Administrator's Association mutually agree to these changes. This agreement shall terminate on June 30, 2021.


Fruitport Administration Association

President



Vice-President


Board of Education



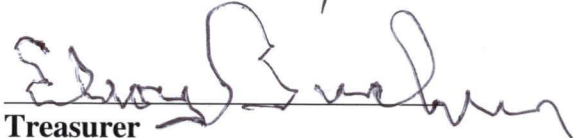
President



Vice-President



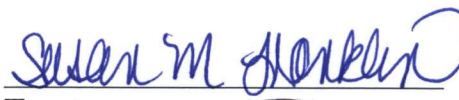
Secretary



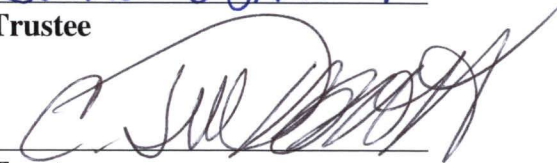
Treasurer



Trustee



Trustee



Trustee