

AGREEMENT

BETWEEN

EAST CHINA SCHOOL DISTRICT

and

EAST CHINA ADMINISTRATORS ASSOCIATION (ECAA)

covering the period from

August 26, 2023 to August 25, 2025

This AGREEMENT entered into this 26th day of June, 2023 is by and between the Board of Education of the East China School District, hereinafter called the BOARD, and the East China Administrators Association, hereinafter called the ASSOCIATION.

ARTICLE I

RECOGNITION

The Board hereby recognizes the ASSOCIATION to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all regular fulltime and parttime Principals, Assistant Principals, and Deans of Students under annual contract employed by the BOARD but EXCLUDING Superintendent of Schools, Assistant Superintendents, Directors, Supervisors, and other fulltime and part-time executive, administrative or supervisory personnel not specifically included in the bargaining unit and all others.

ARTICLE II

DEFINITIONS

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

- A. BOARD shall mean the Board of Education of the East China School District or its designated agents.
- B. ASSOCIATION shall mean the East China Administrators Association.
- C. Administrator shall mean any member of the bargaining unit.
- D. Superintendent shall mean the Superintendent of Schools of the East China School District or designated agents.
- E. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

ARTICLE III

RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the management and the administrative control of the school system and its properties and facilities;
- B. To hire all administrators and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, or transfer;
- C. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To determine the duties, responsibilities and assignments of administrators;
- E. To determine the type and number of administrators;
- F. To determine the legal, operational, geographical and organizational structure of the District, including the chain of command, division of administration authority, organization divisions and subdivisions, external and internal boundaries of all kinds, and advisory committees;
- G. To determine the educational policies, procedures, objectives, goals and programs including those relating to admissions, attendance, pupil transfers, transportation, food services, curriculum, course content, textbook selection, educational equipment and supplies, grade level advancement, guidance, grading systems, pupil testing, records, student health and safety, student conduct, student discipline, extra curricular and cocurricular activities of students;
- H. To determine the dates, times and hours of operation of District facilities, functions and activities; work schedules; the school calendar;
- I. To determine the safety and security measures for students, employees, the public properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- J. To determine the termination or layoff of administrators.

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 the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board in its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

COMPENSATION AND EVALUATION

- A. Administrators covered by this agreement will be compensated by using a factor multiplied by Step 10 of the teacher M.A. salary level and no less than \$86,079. Administrators who obtain a Master's plus 30 credit hours will be compensated by using a factor multiplied by Step 10 of the MA +30 salary level and no less than \$88,782. In accordance with the ECEA agreement, administrators will receive a 3% increase effective with the start of the 2024/25 school year. The salary is distributed over twenty-four (24) equal pays (twice monthly on the 8th and the 23rd of each month) with direct deposit required

Administrative Salary Factors

	<u>1st Year</u>	<u>2nd year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
High School/6-12 Principal	1.35	1.37	1.39	1.41	1.43
Middle School Principal	1.27	1.29	1.31	1.33	1.35
Elementary/ECVA Principal	1.20	1.22	1.24	1.26	1.28
High School/6-12 Assistant Principal	1.18	1.20	1.22	1.24	1.26
High School/6-12 Asst. Principal/AD	1.18	1.20	1.22	1.24	1.26
Alternative High School Principal	1.17	1.19	1.21	1.23	1.25
Middle School AP/AD	1.16	1.18	1.20	1.22	1.24
Dean of Students	1.09	1.11	1.13	1.15	1.17

1. Years above are defined as years in an administrative position with the ECSD. If an administrator should move to a different administrative position, they will continue to accumulate their administrative years of experience. Administrators hired from outside the district may be given up to two years experience in position to be placed up to the third year step at the superintendent's discretion.
2. Additional administrative responsibilities will be assigned to administrators who are supervising buildings that are significantly smaller than the average size for that level. Prior to significant additional administrative responsibilities being assigned, the leadership of the ECAA shall be consulted for input.
3. Administrators who receive an ineffective rating on their annual performance evaluation will not be eligible for a salary increase until the rating has been adjusted to effective.

B. **Evaluation**

Administrators' evaluations will be guided by current law as described in Board Policy.

ARTICLE V

SCHOOL YEAR & SCHOOL CLOSING

- A. The work year (calendar) will be determined by the Board.
- B. The work year for administrators shall be as follows:
- | | |
|---|----------|
| High School Principals | 44 weeks |
| Alternative High School Principal | 42 weeks |
| Middle School Principals | 43 weeks |
| Elementary Principals | 42 weeks |
| High School Asst. Principals (HS AP/AD) | 42 weeks |
| Middle School Asst. Principals | 42 weeks |
| Dean of Students | 42 weeks |

The work year indicated above includes seven holidays (Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day) when administrators do not report to work. As has been the practice previously, paid holidays shall be considered work days.

- C. When all schools are closed to students due to adverse or inclement weather conditions, administrators will not be required to report to their usual work stations. However, administrators shall attempt to spend some time in their respective buildings when weather conditions permit and traveling would not be hazardous.

ARTICLE VI

CONTINUITY OF OPERATIONS

- A. The Association agrees that it will not call, sanction, or engage in any strike, slowdown or stoppage of work.
- B. The Association also agrees that the administrators will cross any picket line to get to work.

ARTICLE VII

MILEAGE ALLOWANCE

- A. The administrators will be given a school year allowance for operation of their personal cars for school related activities as follows:
- | | |
|--|---------|
| High School/6-12 Campus Principals | \$1,200 |
| Middle School Principals | \$900 |
| Alternative High School Principal | \$800 |
| Elementary/ECVA Principals | \$800 |
| High School/6-12 Campus Assistant Principals | \$1,100 |
| High School/6-12 Campus AP/AD | \$1,100 |
| High School/Middle School AP/AD | \$1,100 |
| Middle School Asst. Principals | \$800 |
| Dean of Students | \$700 |
- B. For mileage not ordinarily related to their school work, the Administrators will be reimbursed in the same manner as allowed for teachers. Mileage beyond the above local travel shall need prior approval from said administrator's immediate supervisor.
- C. Payment will be made in two equal installments during the second pay in December and June dependent upon receipt of mileage documentation from the individual administrator.

ARTICLE VIII

PROFESSIONAL LEAVE DAYS

Administrators shall be permitted to attend state and/or national conferences/events designed to augment their competencies, or to gain skills adjudged necessary to enhance programs of interest to the Board. Time spent at such events shall not be charged to administrators; the reasonable and verified costs of such events shall be borne by the Board. All such conferences/events shall be approved in advance by the Superintendent.

ARTICLE IX

ILLNESS AND DISABILITY

- A. Sick days shall accrue at the rate of one and three-tenths (13/10ths) days per month or thirteen (13) days per year for all administrators except administrators in their first year of employment in the School District shall accrue sick days at the rate of one and one-half (1½) days per month or fifteen (15) days per year. The maximum aggregate accumulation shall be two hundred fifty (250) days.
- B. Sick days without loss of pay chargeable against sick days may be taken for the days scheduled to work up to the maximum accumulation of sick days for the following reasons and subject to such limitations as provided:
 - 1. Illness or physical disability or any exposure to contagious disease that requires isolation as certified to by a physician licensed to practice.
 - 2. Three (3) days to make arrangements for medical or nursing care for serious emergency illness in the immediate family with a maximum annual total of six (6) days for all such incidents. However, the Board may require verification of the need at its discretion. The maximum number of days allowed may be extended at the sole discretion of the Superintendent.
 - 3. If an administrator is absent because of a disability compensable under the Michigan Worker's Compensation Law, the administrator will be allowed to use accumulated sick leave days to offset the loss or difference between Worker's Compensation and regular daily salary. The rate of sick leave deduction will be prorated based on the difference allowed under Workers' Compensation to the regular daily salary. The Employer's maximum liability under this section shall be the salary amount of the administrator's accumulated sick leave days at the time of the claim.

- C. A doctor's certificate may be required in case of absence due to injury, physical disability or personal illness for three (3) successive days or more or habitual absence. In the case of absence due to any of the above for ten (10) consecutive school days or more, or in the case of habitual absences, the Board may require verification from a physician designated by the Board, in which case the Board shall pay for said physician's services.

ARTICLE X

SPECIAL LEAVE DAYS

A. SPECIAL LEAVE DAYS WITHOUT LOSS OF PAY

1. A maximum of three (3) special leave days (noncumulative) will be allowed annually without loss of pay, chargeable against sick days for obligations that cannot be met outside the regular school day. These days will be approved by the Superintendent of Schools with five (5) days advance notice.
2. Death in the immediate family, a maximum of four (4) days per incident, at least three (3) days of which shall be between the time of death to and including the day of the funeral except in the case of death of parent, spouse, or child. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, and grandparent. The maximum number of days allowed may be extended at the sole discretion of the Superintendent.
3. For the funeral of a brother-in-law and sister-in-law and the death of a relative residing in the same household, but limited to one (1) day per incident. The maximum number of days allowed may be extended at the sole discretion of the Superintendent.
4. Administrators may be allowed the option of using five flex days on non-teacher work days subject to prior written notification to the Superintendent and/or Assistant Superintendent.

B. SPECIAL LEAVE DAYS WITH LOSS OF PAY

The administrator may be granted special leave with loss of pay when requested five (5) days in advance of the anticipated absence with a maximum absence of five (5) days per year (noncumulative). Additional days may be taken only with the approval of the administration and requests for such approval must be submitted to the administration seven (7) days in advance of the date of the requested absence. The decision of the administration and/or the Board is final and not reviewable.

ARTICLE XI

FRINGE BENEFITS

The Board of Education will continue comparable health insurance as outlined in A, B, and C of this Article, but reserves the right to contract with companies other than MESSA if comparable coverage is available.

A. **Health Insurance**

Beginning with the effective date of the coverage, the Board will pay the cost of hospital/medical/surgical insurance for each administrator and dependents with benefits no less than the District plan in effect for teachers provided the administrator is not covered by a comparable health insurance program. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premiums as set forth in this paragraph for administrators under payroll deduction. Upon written authorization by the administrator, the Board will deduct from the administrator's paycheck and transmit to the Carrier for additional options (if allowed by the Carrier) selected by the administrator. Administrators will contribute 20% of the premium amount, of the health plan in effect, for 24 pays towards the cost of the premium through payroll deduction.

B. **Health Insurance Opt-Out Plan**

Administrators may participate in the District's Section 125 plan. Under this plan, an individual employee may elect to receive cash in lieu of health insurance benefits if he/she meets the following prerequisites:

- a. He/she is eligible to receive health insurance benefits; and
- b. He/she files a Benefit Election Form within the timelines established by the Plan Administrator; and
- c. He/she certifies that he/she is covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash opt-out prorated.

The maximum amount of the cash benefit for administrators eligible for full family coverage shall be \$250 per month. The maximum amount of the cash benefit for administrators eligible for self and spouse coverage shall be \$167 per month. The maximum amount of the cash benefit for administrators eligible for single subscriber coverage shall be \$100 per month. If the administrator has the ability to elect other district sponsored insurance through a spouse or family member and elects said insurance, the opt-out payment shall be zero.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

- C. The Board will pay the premium for benefits no less than the Humana Dental Care Plan (Single, 2-Person, or Full Family) currently in effect including internal and external coordination of benefits (90/80/60 \$1,000 max, Ortho \$1000 max). The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement, amount, duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums. If an administrator opts out as stated above, he/she shall not be eligible for dental coverage.
- D. The Board will pay the premium for a vision plan (Single, 2-Person, or Full Family, whichever is applicable) for each administrator and his/her dependents with benefits no less than the vision plan currently in effect. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement, amount, duration of the benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.
- E. The Board will pay the premium for long-term disability insurance protection for each administrator under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing three (3) months after absence due to sickness or accident commences and shall not be more than sixty percent (60%) of base salary or five thousand dollars (\$5,000) per month, whichever is lesser. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.
- F. **Term Life Insurance**
The Board will pay the premium for Group Term Life Insurance two times the annual salary for each administrator figured to the nearest one thousand dollars (\$1,000) to a maximum benefit of \$250,000 under a group policy with a Carrier selected by the Board. Subject to agreement by the Carrier, the policy will include the following privileges: 1) administrators who start working after the effective date of the policy will be covered effective the first day of the month following active employment; 2) administrators leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure; 3) administrators will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of the premiums as set forth in this paragraph. The Group Term Life Insurance described herein before shall contain a double indemnity provision for accidental death.

G. **Severance Pay**

After ten (10) continuous years of regular employment under contract with the School District, the following severance payment will be made for each unused sick day: Twenty dollars (\$20.00) per day with a maximum payment of four thousand nine hundred and sixty dollars (\$4,960). If the East China Education Association negotiates an Early Retirement Incentive, affected administrators may elect the teachers' plan.

H. In order to effect change in coverage and/or initiate coverage under the various insurance plans, the administrator must complete the appropriate forms of the Carrier at the Central Administrative Office of the School District. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of the premiums. The master insurance policies are available at the Central Administrative Office of the School District and the Association having examined them agrees that the coverages afforded thereby meet the requirements of this Agreement.

I. **Longevity Pay**

Longevity payments will be made as described below in the school years in which the East China Education Association members receive longevity payments:

After satisfactory completion of five years service as an administrator for ECSD, the administrator will receive longevity pay annually according to the following schedule:

Starting with the 6th year and through the 7th year - \$200 annually
Starting with the 8th year and through the 10th year - \$400 annually
Starting with the 11th year and thereafter - \$600 annually

For each administrator who qualifies as of the previous June 30, the annual longevity payment will be made in the month of December.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Nothing in this Agreement is to be construed as guaranteeing a position or contract, nor is anything in this Agreement to be construed as prohibiting the immediate discharge of an employee for just cause.

- C. A new member of the bargaining unit shall serve a maximum probationary period of two (2) school years during which time he/she may be subject to transfer or discharge at the sole discretion of the Board.
- D. All persons hired as an administrator will receive an individual contract which will exclude administrative tenure in position occupied. Each administrator shall execute an individual written employment contract with the District each year stating the terms and conditions of said administrator's employment subject to the terms of this Agreement.
- E. The Board of Education will pay each administrator's State and National Association professional dues during each year of this Agreement.
- F. Third year administrators will receive a two (2) year annually renewable contract. First and second year administrators will receive a two (2) year contract which is not annually renewable. Upon satisfactory completion of the second year, as reflected in the performance evaluation, the administrator will receive a two (2) year annually renewable contract. Two-year annually renewable contracts are contingent upon an effective performance evaluation.
- G. The Board shall be entitled to terminate the administrator's employment when it determines that administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or for other causes that are not arbitrary or capricious, as determined by the Board.

In the event that the Board undertakes to dismiss an administrator, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of lay off or termination of employment, the administrator shall lose all rights to compensation under this Agreement.


- H. If an administrative position is eliminated as a result of reorganization or reduction in administrative personnel the following shall apply:
 - 1. The administrator may be transferred to a like or similar position based on certification, qualifications, program and/or school needs, available positions, evaluation status and years of experience as an administrator in the East China School District.
 - 2. The rights and benefits of this section shall not apply to an administrator who:
 - was offered and refuses a job within the bargaining unit for which he/she is certified and qualified;
 - refused a job offer after a reasonable effort to assign that administrator to a position outside the bargaining unit commensurate with his/her background and experience;
 - does not have an effective performance record; or
 - is under a performance improvement plan.
 - 3. In any necessary reduction of administrators, the administrator may be entitled to enter the teacher's bargaining unit based on available position, certification, qualification, and years of experience in the East China School District.
 - 4. The Association will be consulted in all matters of personnel reduction and reorganization affecting administrators.
- I. This contract may not be altered, amended, or discontinued without the mutual consent of the Board and the ECAA for the duration of this Agreement.

ARTICLE XIII

DURATION OF AGREEMENT


This Agreement shall be in effect as of August 26, 2023 until August 25, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EAST CHINA SCHOOL DISTRICT


Suzanne Cybulla, Superintendent
East China School District

**EAST CHINA
ADMINISTRATORS ASSOCIATION**


Rachel Card, President
East China Administrators Association


David Mroue, Vice-President
East China Administrators Association

6.28.23
Date

06.28.23
Date