

## CHEBOYGAN AREA SCHOOLS ADMINISTRATIVE CONTRACT

This Agreement is entered into this 13<sup>th</sup> (thirteenth) day of December, 2010 by and between the Board of Education of the Cheboygan Area Schools, hereinafter "BOARD" and the Administrators of the Cheboygan Area Schools hereby recognized, hereinafter "ADMINISTRATORS".

### ARTICLE I RECOGNITION

The BOARD hereby recognizes, as a group, the ADMINISTRATORS of the Cheboygan Area Schools regularly employed by the BOARD, under contract, in the positions of building principals, assistant principals and certified program directors, excluding all others, for the purpose of negotiating the terms of this Administrative Contract applicable to the employment of ADMINISTRATORS in this group.

### ARTICLE II - RESERVATION OF BOARD RIGHTS

The BOARD hereby retains and reserves unto itself, without limitation, and without prior negotiations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, including and without limiting the generality of the foregoing, the rights to hire, promote, evaluate, assign, transfer, discipline, discharge, establish and eliminate administrative positions, determine the duties and responsibilities of administrative positions, and the supervision of the administrative staff, including the organization or reorganization of administrative staff and the adoption of rules and regulations governing the conduct of administrative staff. The exercise of rights, powers and authority hereby reserved shall be limited only by the specific and express provisions of this Agreement.

### ARTICLE III - INDIVIDUAL EMPLOYMENT CONTRACTS

A. The employment of each ADMINISTRATOR shall be confirmed by an individual contract of employment being issued, which shall be signed by the ADMINISTRATOR and the Superintendent of Schools. Employment of an ADMINISTRATOR shall be for a period of one (1) fiscal year. If an ADMINISTRATOR is hired after the beginning of the fiscal year, the partial year shall constitute the first year of the one year period. The content of the individual contract of employment shall conform to the form contract attached hereto as Appendix C. The terms of the individual contract of employment shall be subject in all respects to the terms and conditions of this Agreement for reasonable and sufficient cause. Each individual contract of employment shall contain provisions for the discipline or discharge for reasonable and sufficient cause.

B. It is mutually understood and agreed that this contract does not confer tenure upon the ADMINISTRATOR in the above described position or any other administrative position.

C. Annually, the BOARD shall consider contract extensions. If the BOARD decides to offer a contract extension, the ADMINISTRATOR shall be issued a new individual contract of employment for the period of extension. Absent a decision by the BOARD OF EDUCATION to offer a contract extension, the ADMINISTRATOR'S employment shall continue for the period of employment specified in his/her existing individual contract of employment. The BOARD may consider nonrenewal of an ADMINISTRATOR'S individual contract of employment according to the nonrenewal procedures of the School Code, Section 132 of the School Code; MCL 380.132. An ADMINISTRATOR shall be provided written notice of nonrenewal of his/her individual contract of employment at least sixty (60) days before the contract termination date. Prior to making a decision not to renew an ADMINISTRATOR'S individual contract of employment, the BOARD shall provide an ADMINISTRATOR written notice that it is considering nonrenewal of his/her individual contract of employment along with a written statement of the reasons the BOARD is considering the nonrenewal at least ninety (90) days prior to the termination date of the ADMINISTRATOR'S individual contract of employment. Thereafter, and prior to any decision of nonrenewal, the ADMINISTRATOR shall be provided an opportunity to meet with not less than a majority of the BOARD OF EDUCATION to discuss the reasons the BOARD is considering nonrenewal. Nonrenewal of an ADMINISTRATOR'S contract of employment shall be at the discretion of the BOARD. An ADMINISTRATOR shall provide written notice of his/her intention to terminate employment at least sixty (60) days prior to the termination date of the individual contract of employment.

#### ARTICLE IV - EVALUATION

A. If an outside complaint is lodged against an ADMINISTRATOR that may be used by that ADMINISTRATOR'S immediate supervisor to evaluate him/her, that complaint will be brought to the affected ADMINISTRATOR'S attention within ten (10) school/business days.

B. ADMINISTRATORS will be evaluated once a year by March 15 by their immediate supervisor based upon an evaluation instrument mutually agreed upon by the Superintendent and ADMINISTRATORS at the beginning of any school year and prior to the start of the evaluation process. ADMINISTRATORS shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response to the contents thereof. ADMINISTRATORS who have areas of improvement noted in their evaluation must be notified in writing of the existing problems and provided with a plan of corrective action and/or training. Should an ADMINISTRATOR not be evaluated, as required by this provision, his/her performance shall be deemed to be satisfactory in all aspects and for all purposes, except for acts of misconduct for which the ADMINISTRATOR may be disciplined or discharged for reasonable and sufficient cause. An ADMINISTRATOR, who is provided a written plan of corrective action and/or training by their immediate supervisor, shall respond in writing with the manner

and ways in which he/she will assist in correcting the deficiencies.

#### ARTICLE V - ADMINISTRATIVE STAFF REDUCTION

A. Every ADMINISTRATOR who has satisfactorily completed the probationary period under the Michigan Teacher Tenure Act, MCL 38.71 etseq., shall have tenure as a teacher in the Cheboygan Area Public Schools. Should the BOARD determine that a reduction of administrative personnel is necessary, an ADMINISTRATOR affected thereby will be reassigned to a teaching position for which he/she is certified and qualified, subject to the applicable provisions of the collective bargaining agreement between the BOARD and the Cheboygan Education Association NMEA MEA-NEA, unless he/she becomes eligible for reassignment to another administrative position. Any ADMINISTRATOR who is reassigned to a teaching position shall receive the salary and other benefits to which he/she is entitled under the terms of the collective bargaining agreement between the BOARD and the Cheboygan Education Association NMEA MEA-NEA. Any reassignment of an ADMINISTRATOR to a teaching position or another administrative position shall not result in a loss of salary for the remaining period of the current school year. The assignment of an ADMINISTRATOR to a teaching position shall be with seniority in the bargaining unit as determined by the collective bargaining agreement between the BOARD and the Cheboygan Education Association NMEA MEA-NEA.

B. As an alternative procedure for administrative staff reduction, the BOARD may request to renegotiate the number of work days of the ADMINISTRATORS covered by this contract so that an ADMINISTRATOR'S position(s) could be retained through the voluntary renegotiating of work days for all ADMINISTRATORS when it is mutually agreed by BOARD and the ADMINISTRATORS that an administrative staff reduction needs to occur due to limited financial constraints in the school district budget. It shall be understood that this alternative procedure for administrative staff reduction must be mutually agreed to, otherwise, the previous (first) paragraph of this article will be the sole procedure for administrative staff reduction.

C. Any recall rights of an administrator shall expire after three (3) years of layoff from the administrative position.

#### ARTICLE VI –BEREAVEMENT, SICK DAYS, LONGEVITY

A. Each ADMINISTRATOR shall have three (3) paid personal days and may, with the Superintendent's approval, be granted two (2) additional personal business days, which will be deducted from the administrator's sick leave days. The personal business days may be used at any time, with approval of the superintendent, except to extend a vacation period (unless approved by the superintendent). Up to two (2) unused personal days, of the three (3) per year, may be carried to the following school year. The maximum number of personal days shall never exceed five (5).

B. The administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder and in accordance with Board Policy.

C. Each ADMINISTRATOR of the bargaining unit shall be granted, at the beginning of each school year, up to three (3) days per death bereavement leave. Said bereavement leave may be used in connection with the death of a member of the bargaining unit member's family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. The Superintendent may, at his discretion and under unusual circumstance, grant additional time or apply this provision in the case of the death of a person other than those listed who may have a special relationship to the ADMINISTRATOR.

D. Each ADMINISTRATOR will have twelve (12) sick leave days per year. Unused days shall carry over to a maximum of 180 days. Unused days will be compensated only upon retirement from the Cheboygan Area Schools. Payment will be at 50% of per diem rate. ADMINISTRATORS will only be paid for sick days if they retire from the Cheboygan Area Schools. They will not receive compensation if they are leaving for another position outside the district.

E. There will be longevity paid after the completion of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> full year as per Appendix A. The payment is a lump sum and will be paid at the end of the contract year. The percentage paid is based on the ADMINISTRATOR'S current salary.

## ARTICLE VII - FRINGE BENEFITS

### A. Health Insurance

Beginning on January 1, 2011, the BOARD and ADMINISTRATORS agree to a Health Savings Account (HSA) Insurance plan that provides \$1,250.00 for single and \$2,500.00 for two (2) or more family members for use in paying the co-pays for prescription and medical co-pays.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

It shall be agreed that the school district's financial obligation shall not exceed the current 2010-2011 school year rate: \$549.01 single, \$1,317.63 two (2) person, \$1,646.98 family, Any rate increase above the stated rates shall be split 50/50 until a new contract is reached.

Each ADMINISTRATOR is eligible to have a bi-annual physical examination paid for by the insurance policy.

However, at no time shall the ADMINISTRATOR'S health and hospital insurance coverage be less than that of the Cheboygan Education Association health insurance coverage.

B. It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

C. Each ADMINISTRATOR is eligible to have a bi-annual physical examination paid for by the insurance policy.

D. Each ADMINISTRATOR shall be provided dental insurance at least equal to the present dental benefits.

E. Each ADMINISTRATOR shall be provided vision insurance at least equal to the present vision benefits.

F. Each ADMINISTRATOR may chose to enroll in a Board-paid term life insurance up to \$100,000. The administrator will be responsible for the taxes on the life insurance premiums paid by the Board over the \$50,000 coverage.

G. Each ADMINISTRATOR shall be covered with long-term disability insurance. The ADMINISTRATOR shall be paid according to the LTD policy (currently 70%, 66 2/3%). All paid leave days must be used prior to the long-term disability benefits policy be implemented or used.

H. The BOARD shall provide each ADMINISTRATOR with comprehensive public liability insurance in an amount of not less than \$1,000,000 for each occurrence or accident, as per our current policy. Coverage shall be sufficiently broad to protect ADMINISTRATORS involved in special assignments and duties carried on directly as a part of their job.

I. The ADMINISTRATOR may elect to receive in lieu of payments toward the cost of insurance premiums for health insurance coverage, monthly payments into an annuity plan equal to one-half the monthly payment amounts which would have been paid toward the cost of the monthly health, dental and vision insurance premiums to which he/she would have been entitled.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

A. There shall be contract review meetings as requested by either party to address issues in this contract prior to its expiration.

B. Annual education allowance shall be granted upon successful completion of each graduate course with evidence of a Grade C or better in each course taken. This allowance shall be equal up to a maximum of six (6) semester hours of graduate credit at the Central Michigan University graduate tuition rate per year with a maximum of \$1,200.00 per fiscal year.

C. The BOARD shall pay the annual state and national association dues for two (2) applicable professional associations. In some cases, there may be more than two (2) depending on the ADMINISTRATORS additional assignments. This determination will be made by the superintendent.

D. The BOARD shall pay the cost of attendance at the annual state convention of each ADMINISTRATOR's professional association as approved by the Superintendent.

E. Each ADMINISTRATOR will be responsible to keep track of all school related mileage. The BOARD agrees to pay the rate per mile as per Board Policy. The current rate is \$ .29 per mile. Attached to this contract (Appendix B) is the in-district and Cheboygan-Otsego-Presque Isle ESD office travel allowance.

F. The definition of per diem rate is the ADMINISTRATOR'S total salary divided by the number of days worked.

G. The ADMINISTRATOR represents that he/she holds all certificates and other qualifications required by law for a teacher of the District.

H. The Board of Education agrees to pay for each ADMINISTRATOR'S recertification or teacher recertification as it is required by the Board of Education. The Board of Education shall only pay for one type of recertification (administrator or teacher).

## ARTICLE IX - DURATION OF AGREEMENT

A. This contract of employment contains the entire agreement and understanding by and between the BOARD and ADMINISTRATOR with respect to the employment of the ADMINISTRATOR and no representations, promised, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the ADMINISTRATOR by the BOARD is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the ADMINISTRATOR and by the BOARD. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the ADMINISTRATOR and the BOARD. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.

B. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

C. This agreement shall be effective as of the first day of July, 2010 and shall continue in effect until the 30th day of June, 2012.

Cheboygan Administrators

Cheboygan Board of  
Education

\_\_\_\_\_  
Michele Ackerman

\_\_\_\_\_  
Eric R. Becks, Board President

\_\_\_\_\_  
Jacqueline Herman

\_\_\_\_\_  
Keith A. Moore, Vice President

\_\_\_\_\_  
Edward Jeannotte

\_\_\_\_\_  
Robert J. Merrick, Secretary

\_\_\_\_\_  
Steven Parker

\_\_\_\_\_  
Annette M. Eustice, Treasurer

\_\_\_\_\_  
Linda Chase

\_\_\_\_\_  
George N. Pike, Trustee

\_\_\_\_\_  
Mark Oberman

\_\_\_\_\_  
Craig A. Duncan, Trustee

\_\_\_\_\_  
Sandra Jeannotte

\_\_\_\_\_  
Roger Cronk, Trustee

\_\_\_\_\_  
Mike Duvall

\_\_\_\_\_  
Mark Dombroski, Superintendent

## APPENDIX A

The BOARD will continue to attempt to move towards the following ADMINISTRATOR'S salary schedule:

	<u>CONTRACTED WORK DAYS</u>	<u>POSITION INDEX</u>
High School Principal	218	1.13 – 1.16
Middle School Principal	213	1.07 – 1.10
Alternative Education Director	213	1.04 – 1.07
East Elementary Principal	213	1.04 – 1.07
West Elementary Principal	208	1.04 – 1.07
High School Assistant Principal	208	1.04 – 1.07
Vocational Director	208	1.04 – 1.07
Middle School Assistant Principal	208	1.04 – 1.07

### 2010-2012 Salary Schedule and Contracted Work Days

The following salary formula shall be used:

$$\text{Per Diem} \times \text{Position Index} \times \text{Days Worked} = \text{Salary}$$

Per Diem shall be defined as the daily rate based on the top (26<sup>th</sup>) step of the teachers (CEA/NMEA) contract salary schedule for the given degree held by the individual ADMINISTRATOR divided by the number of teacher work days (current contract 176).

Position Index is a percentage multiplier that takes into account the level of responsibility required from each administrator. The range for each position provides a one-half (0.5 %) percent increase per year for five (5) years for experience. The BOARD may place a new ADMINISTRATOR anywhere on the position index so long as they are not placed higher on the salary schedule than any current ADMINISTRATOR in the same category.

Day Worked is number of work days per contract. This number of work days will increase if the number of teacher contract work days increase.

No salary will be less than the previous year.



- 1) The BOARD agrees to pay longevity based on the years of in-district administration.

After 5 full years	6%
After 10 full years	7%
After 15 full years	8%
After 20 full years	8%
After 25 full years	8%

This longevity bonus is a lump sum distribution which does not increase the base salary.

This one time payment is at the end of each five-years and is not cumulative.

- 2) The ADMINISTRATOR will be compensated for any days worked above the contracted number of days at their daily per diem rate.
- 3) Additional duties may be assigned by the Superintendent above the contracted job description. No job description can be totally encompassing and should be used as a guideline in the performance of responsibilities. Duties may vary as required by changes in method of operation; local, state and federal laws or mandates; or financial condition of the school system.

ADMINISTRATORS SALARY SCHEDULE  
FOR

2010-2011 and 2011-2012 SCHOOL YEARS

<u>POSITION</u>	<u>POSITION INDEX FACTOR</u>	
	<u>2010-2011</u>	<u>2011-2012</u>
High School Principal	1.145	1.15
Middle School Principal	1.07	1.075
Alternative Education Director	1.07	1.07
East Elementary Principal	1.07	1.07
West Elementary Principal	1.04	1.45
High School Assistant Principal	1.045	1.05
Vocational Director	1.07	1.07
Middle School Assistant Principal	1.055	1.06

**The responsibilities below will be assigned to building administrators by the Superintendent, as needed, and will be compensated as shown:**

Athletic Director Additional Stipend to Alternative Education Salary	.08 of salary
Special Education Coordinator	.04 of salary
State and Federal Programs Coordinator	.04 of salary
Data and Technology Coordinator	.03 of salary

## APPENDIX B

### Administrator's In-District and COP/ESD Office Millage Allowance

#### ADMINISTRATORS MILEAGE ALLOWANCE FOR IN-DISTRICT AND COP/ESD MILEAGE

High School Principal	\$250
Middle School Principal	\$250
Alternative Education Director	\$100
High School Assistant Principal	\$250
East Principal	\$125
West Principal	\$100
Vocational Director	\$250
Middle School Assistant Principal	\$250
Special Education Coordinator	\$150