

CHEBOYGAN AREA SCHOOL DISTRICT

CHEBOYGAN, MICHIGAN

2010-2012

AGREEMENT

BETWEEN THE

CHEBOYGAN AREA SCHOOL DISTRICT

AND

TRANSPORTATION/MAINTENANCE DIRECTOR,  
CENTRAL OFFICE DIRECTOR, TECHNOLOGY DIRECTOR AND  
FOOD SERVICE DIRECTOR

APPROVED BY THE BOARD OF EDUCATION ON 12/13/10

## CHEBOYGAN AREA SCHOOLS DIRECTORS AGREEMENT

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 Directors of the Cheboygan Area Schools hereby recognized, hereinafter "DIRECTORS".

### RECOGNITION

The Board hereby recognizes, as a group, the Directors of the Cheboygan Area Schools regularly employed by the Board under contract, in the positions of Transportation/Maintenance Director, Central Office Director, Technology Director and Food Service Director excluding all others, for the purpose of negotiating the terms of this Directors Contract applicable to the employment of Directors in this group.

### 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 director positions, determine the duties and responsibilities of directors, and the adoption of rules and regulations governing the conduct of directors. The exercise of rights, powers and authority hereby reserved shall be limited only by the specific and express provisions of this Agreement.

## I LEAVES

### Transportation/Maintenance, Central Office and Technology Directors:

- A: The Board of Education agrees to grant twelve (12) days leave each year for illness. Five (5) of these days may be used for personal business days. These personal business days are not accumulative.
- B. All leave days, including personal business days, shall be deducted from the accumulated sick leave bank of the Director.
- C. Sick leave policy to include accumulative to 200 days.
- D. Each Director will be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the employee's immediate 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, grandparent-in-law. This applies to all "step" relations, i.e. stepbrother, stepchild, etc. Additional bereavement days beyond three (3) may be granted by the superintendent in extraordinary circumstances. Bereavement days will not be deducted from sick leave.

### Food Service Director:

- A. The Food Service Director 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 Food Service Director'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 Food Service Director will have twelve (12) sick leave days per year. Unused days shall carry over to a maximum of two-hundred (200). Unused days will be compensated only upon retirement from the Cheboygan Area Schools. Payment will be at 60% of the per diem rate. The Food Service Director will only be paid for sick days if he/she retires from the Cheboygan Area Schools. He/she will not receive compensation if he/she is leaving for another position outside the District.

II  
WORK SCHEDULE

- A. The Transportation/Maintenance, Central Office and Technology Directors will work 52 weeks per year, less paid vacation time, and scheduled holidays.
- B. The Food Service Director will work 213 days per school year.

III  
FRINGE BENEFITS

- A. Health Insurance

Beginning on January 1, 2011, the Board and employee agree to a Health Savings Account (HSA) Insurance plan that provides \$1,250.00 for single and \$2,500 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 Director is eligible to have a bi-annual physical examination paid for by the insurance policy.

A full-time Director may elect to receive, in lieu of payments towards the cost of health insurance coverage, a monthly cash payment in the amount of three-hundred seventy five dollars (\$375.00).

- B. Dental Insurance

The Board of Education will pay 100% of the premium for a dental insurance program similar to the plan in effect for administrators during the duration of this contract.

- C. Optical Insurance

The Board of Education will pay 100% of the premium for an optical insurance program similar to the plan in effect for administrators during the duration of this contract.

- D. Long Term Disability Insurance

The Board of Education will pay 100% of the premium for a long term

disability insurance program similar to the plan in effect for administrators during the duration of this contract.

E. Life Insurance:

The Board of Education agrees to provide Life Insurance in the amount of coverage up to \$50,000 to all full-time Directors. The Term Life Insurance will carry provisions for accidental death and dismemberment protection.

IV  
VACATION ALLOWANCE

Transportation/Maintenance, Central Office and Technology Directors:

A. Directors will receive vacation allowance on the following basis:

Years of Service	Vacation Allowance
After 1 full year - three years	5 days
3 through 7 years	10 days
More than 7 years	17 days

B. The following are non-work days, beyond the legal holidays, for which there will be no salary or wage reduction.

Fourth of July, plus one (1) day  
Labor Day, plus the preceding Friday  
Thanksgiving, plus the following Friday  
Winter Break Days  
Spring Break Days  
Good Friday, plus one (1) day  
Memorial Day

Food Service Director:

A. The following are non-work days for which there will be no salary or wage reduction.

Labor Day  
Thanksgiving, plus the following Friday  
Winter Break Days  
Spring Break Days  
Good Friday  
Memorial Day

V  
EARLY RETIREMENT INCENTIVE PROGRAM

A. Any Director who reaches the age of fifty-five (55), or forty-six (46) if MIP member, and has not less than seven (7) consecutive years of service as a Director in the Cheboygan Area Schools shall have the option to be granted an early retirement supplemental pay incentive.

1. Conditions.

- a. Directors who opt for the retirement incentive program must, for the purpose of continuity, complete the first semester or complete the entire year.
- b. The retirement incentive will be computed based on the Directors actual attained age at the time of retirement.
- c. The written declaration to the Superintendent by the Director to request early retirement shall be made by March 15th of the year in which retirement will occur. Addendum A must also be signed by March 15th.

2. Benefits.

a. Allowance.

For purpose of this agreement, the normal retirement age shall be considered to be 65 years of age. The Board agrees to pay the following allowances as a one-time payment upon early retirement. The allowance shall be based upon the number of years earlier than normal retirement age at which the employee elects to retire.

<u>Years Prior to Normal Retirement Age</u>	<u>Amount</u>
10	\$6,000
9	5,500
8	5,000
7	4,500
6	4,000
5	3,500
4	3,000
3	2,500
2	2,000
1	1,000

In the event that a court of law rules this section to be null and void, the parties shall negotiate a fringe benefit of equal value.

B. Insurance

In addition to the above allowance, each early retiree shall select one of the following two (2) options, upon retirement:

1. A payment of two thousand dollars (\$2,000) per year.
2. A one-time lump sum payment of \$10,000.

Number 1 above shall only be paid for a maximum of seven (7) years from the date of retirement, or until reaching normal retirement age, as defined in this section, whichever is less.

C. Severance

Directors electing early retirement under the provisions of this section shall receive a payment of 60% per diem rate for each of their unused sick leave days, up to a maximum of one-hundred and fifty (150) days. This one time payment will be calculated upon the number of days in the Director's individual sick leave account at the time of retirement.

Addendum A  
WAIVER AND RELEASE

I hereby acknowledge that the Early Retirement Incentive Program available to me is intended to be a bonafide employee benefit plan and not a subterfuge to evade the purposed of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the program is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the Early Retirement Incentive Program, I hereby release the Cheboygan Area Schools, its Board of Education, and employees, from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliot-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the Early Retirement Incentive Program benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking this retirement proposal and that I have had the opportunity to consult with others regarding this decision.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Cheboygan Area Schools Representative



## VII COMPENSATION

### A. Salary Schedule:

Compensation for directors is on an annual basis for days worked. Bi-weekly pay is calculated by dividing the annual pay by 26.

### B. Current Salary - Base

	<u>1.5% Increase</u> <u>2010-2011</u>	<u>1.5% Increase</u> <u>2011-2012</u>
Maintenance/ Transportation Director (238 days)	\$73,709.00	\$74,815.00
* Central Office Director (238 days)	\$46,263.00	\$46,957.00
* Technology Director (238 days)	\$50,448.00	\$51,204.00
* Food Service Director (213)	\$41,266.00	\$41,885.00

\* These three positions will not report to work on the first two "Act of God" days.

No overtime will be paid to directors.

### C. Directors - Longevity

The board agrees to pay longevity based on the years of consecutive, uninterrupted, in-district service.

After 5 Full Years	\$ 1,250
After 10 Full Years	\$ 2,500
After 15 Full Year	\$ 3,000
After 20 Full Years	\$ 5,000

Longevity will be paid on every 5 year anniversary after 20<sup>th</sup> year at the same rate of the "after 20 full years step".

After the 20<sup>th</sup> year of service, if the director retires from the Cheboygan Area Schools and qualifies for retirement under the Michigan Public School Employees Retirement System, a longevity payment will be paid equal to \$500.00 per year for the 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, and 24<sup>th</sup> year respectively (i.e. if a director retires after 23<sup>rd</sup> year of service, the director will receive \$1,500 for longevity payment.)

This longevity 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.

- D. The Directors for Maintenance and Technology only, will receive \$350 per month for use of personal vehicle. The Central Office Director will receive \$200 annually for use of personal vehicle. District will pay \$ .29 per mile for out of school district travel. The above mileage allowance covers all in-district travel and travel to and from the COP/ESD office.
- E The Food Service Director will receive a \$100 per month mileage allowance for use of personal vehicle for school district business within the school district boundaries and trips to the COP/ESD.

## VII MISCELLANEOUS

- A. An annual education allowance shall be granted for three (3) credits per year.

VIII  
CLOSURE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.
- B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect, furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of the Agreement and govern the relation of the parties hereunder.

DURATION OF AGREEMENT

This agreement shall be effective July 1, 2010 and shall continue in effect until the 30th day of June, 2012.

DIRECTORS

BOARD OF EDUCATION

\_\_\_\_\_  
Peter Dobrowolski

\_\_\_\_\_  
President

\_\_\_\_\_  
David McCauslin

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Central Office Director ?

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Susan Engstrom