

CHEBOYGAN AREA SCHOOL DISTRICT

CHEBOYGAN, MICHIGAN

2007-2010

AGREEMENT

BETWEEN THE

CHEBOYGAN AREA SCHOOL DISTRICT

AND

FOOD SERVICE DIRECTOR

June, 2007

## CHEBOYGAN AREA SCHOOLS FOOD SERVICE DIRECTOR AGREEMENT

This Agreement is entered into this eleventh day of June, 2007, by and between the Board of Education of the Cheboygan Area Schools, hereinafter "BOARD" and SUSAN ENGSTROM, Food Service Director of the Cheboygan Area Schools, hereby recognized, hereinafter "PROGRAM DIRECTOR".

### RECOGNITION

The BOARD hereby recognizes, the PROGRAM DIRECTOR of the Cheboygan Area Schools regularly employed by the BOARD under contract, in the position of Food Service Director, excluding all others, for the purpose of negotiating the terms of this Food Service Director Contract applicable to the employment of the Food Service Director.

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

## I LEAVES

A. The PROGRAM 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 PROGRAM 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 PROGRAM DIRECTOR will have twelve (12) sick leave days per year. Unused days shall carry over to a maximum of 200 days. Unused days will be compensated only upon retirement from the Cheboygan Area Schools. Payment will be 60% of the per diem rate. The PROGRAM DIRECTOR will only be paid for sick days if she retires from the Cheboygan Area Schools. She will not receive compensation if she is leaving for another position outside the district.

C. The PROGRAM DIRECTOR shall be granted up to three (3) days per death bereavement leave. Said bereavement leave may be used in connection with the death of a PROGRAM DIRECTOR'S immediate family. Immediate family shall be interpreted as spouse, parent, brother, brother, sister, children, grandchildren, brother-in-law, "similar step relatives", parent-in-law, and grandparent. 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 PROGRAM DIRECTOR.

D. The PROGRAM DIRECTOR shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated and in accordance with Board Policy.

## II WORK SCHEDULE

A. The PROGRAM DIRECTOR will work 213 days per school year.

## III FRINGE BENEFITS

A. Effective for the rate year 2007-2008 (July 1-June30) should the full-family premium rate for health and hospital coverage increase more than twelve and one-half percent (12.5%) above the full-family premium rate for the health

insurance coverage for the previous rate year, the BOARD and PROGRAM DIRECTOR shall bargain with respect to the responsibility for payment of the premium increase in excess of twelve and one-half percent (12.5%) upon notification by the Board of its desire to do so. Should the full-family premium rate for the health and hospital insurance coverage not exceed twelve and one-half percent (12.5%) more than the full-family premium rate for health and hospital coverage for the previous rate year, the BOARD shall be responsible for the entire premium increase up to twelve and one-half percent (12.5%).

However, at no time shall the PROGRAM DIRECTOR'S health insurance coverage be less than that of the Cheboygan Area Schools secretary's health insurance coverage.

If at any time this cap is lifted from the secretary's contract, the Board will be responsible for the same premium amount as paid in the secretary's contract.

**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 the secretaries 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 the secretaries 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 the secretaries 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. The Term Life Insurance will carry provisions for accidental death and dismemberment protection.

IV  
NON-WORK DAYS

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  
COMPENSATION

A. Salary Schedule:

Compensation for the PROGRAM DIRECTOR 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>2007-2008</u>	<u>2008-2009 **</u>	<u>2009-2010 **</u>
\$35,700	2%	1.5%

\* Salary shall increase by \$175.00 if the food service director and the school district agree to switch the health insurance benefits to a HSA.

\*\* For 2008-2009 and 2009-2010 fiscal years, the food service director's salary shall be increased by at least the equivalent salary schedule increase as the teachers, but not less than two (2%) percent for the 2008-2009 fiscal year and one and one-half (1½%) for the 2009-2010 fiscal year.

C. PROGRAM DIRECTOR Longevity

The Board agrees to pay longevity based on the years of in-district service.

After 5 Full Years	\$ 1,250
After 10 Full Years	\$ 2,700
After 15 Full Years	\$ 2,900
After 20 Full Years	\$ 4,000

This longevity is a lump sum distribution which does not increase the base salary. The one-time lump payment is at the end of each five (5) years and is not cumulative.

D. PROGRAM DIRECTOR Mileage.

1. The district will pay \$0.29 per mile for school district business travel outside of the school district boundaries and with advance approval of the superintendent.
2. 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.

VI  
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.

VII  
DURATION OF AGREEMENT

This agreement shall be effective July 1, 2007, and shall continue in effect until the 30th day of June, 2010.

PROGRAM DIRECTOR

BOARD OF EDUCATION

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

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

\_\_\_\_\_  
Roderick J. Baltzer, Secretary

\_\_\_\_\_  
Paul L. Ellinger, Superintendent

## LETTER OF UNDERSTANDING

It is agreed that prior to November 1, 2009, the Board and Food Service Director agree to pursue the change to a Health Savings Account (HSA) insurance plan that provides \$1,250.00 for single and \$2,500.00 for two or more family members for use in paying the co-pays for prescription and medical co-pays. This change must be completed and implemented for the coverage to begin on January 1, 2010 if both parties mutually agree to the change in the health insurance plan.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan 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 financial obligation shall not be less than the current health insurance monthly premium being paid by the school district.

Dated this 27<sup>th</sup> day of February, 2008.

Cheboygan Area Schools:

\_\_\_\_\_  
Paul L. Ellinger, Superintendent

\_\_\_\_\_  
Susan Engstrom, Food Service Director

## LETTER OF UNDERSTANDING

It is agreed that the food service director will receive one-half ( $\frac{1}{2}$ ) less personal business day for the 2007-2008 school year only (Section I A) to cover the costs of the new law requiring a criminal background check for all school employees hired prior to January 1, 2006.

This letter of understanding shall apply as long as all other school employees (who work for four (4) or more hours per day) also pay for or in some way compensate the Cheboygan Area Schools for the \$70.00 cost of the background check.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Cheboygan Area Schools:

\_\_\_\_\_  
Paul L. Ellinger, Superintendent

\_\_\_\_\_  
Susan Engstrom, Food Service Director