

Collective Bargaining
Agreement
Between
Carman-Ainsworth Board of
Education
And
Carman-Ainsworth Association
of School Administrators



2013 - 2016

CONDITIONS OF THE CONTRACT

This Agreement is entered into on the first day of July 2013, and constitutes the understandings between the Carman-Ainsworth Board of Education and the Carman-Ainsworth Association of School Administrators. Hereinafter the Carman-Ainsworth Board of Education shall be referred to as the "Board" and/or the "Employer" and the Carman-Ainsworth Association of School Administrators as the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Carman-Ainsworth Community Schools is their mutual aim, and

WHEREAS, the character of such an education depends, in part, upon the quality, leadership and morale of the administrative staff working in cooperation with the Board, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its administrative personnel with respect to hours, wages, terms, and conditions of employment, and

WE THEREFORE, having reached certain understandings, wish to confirm them in this Agreement.

ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel employed by the Board in an administrative and/or supervisory capacity which currently includes the classifications Enumerated in the salaries and wage article of this agreement. Those specifically excluded from the Association are the Superintendent, the Assistant Superintendent(s), Director of Business and the administrator in charge of labor relations.
- B. Any administrator who is newly employed or any current administrator, who receives a new title other than those who are specifically excluded, shall be considered as part of the Association.
- C. The term "Administrator" whenever used in this Agreement shall refer to all employees who are represented by the Association in the bargaining unit as defined above.

ARTICLE 2
ASSOCIATION SECURITY

The Association shall indemnify and hold the Employer harmless against any and all claims, demands, Suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provision of this article.

ARTICLE 3
ASSOCIATION RIGHTS

- A. The Association shall have the right to use the district's interschool mail service for communications to its members.
- B. The Board agrees to furnish, within a reasonable time, verified and/or Board approved information requested by the Association concerning the finances of the district.
- C. Duly authorized representatives of the Association shall be permitted to transact Association business on school property during working hours providing there is no disruption of normal school operations.
- D. Representatives of the Association and the Employer will hold problem solving meetings on a regular basis. Discussion topics will include contractual and general issues that affect the Association membership.

ARTICLE 4
VACANCIES AND TRANSFERS

- A. Vacant administrative positions, including newly created positions, shall be posted with the school district for a period of no less than five (5) days during the school year and ten (10) days during the summer.
- B. The posting shall contain the responsibilities and duties of the position and set forth the desired qualifications.

ARTICLE 5
INDIVIDUAL CONTRACTS

- A. All Administrators shall be employed under written individual contracts; the terms of which shall be subject to, and consistent with, the terms of this Agreement.

- B. Individual contracts shall be deemed to have been renewed for a period of two (2) years commencing one (1) year after the beginning date of the individual contract unless the Superintendent has given written notice to the contrary no later than 270 days from the beginning date. (e.g., A contract entered into on July 1, 2014, will be for July 1, 2014 through and including June 30, 2016. If no written notice is given as of April 1, 2015, the contract is renewed for the next two years July 1, 2015 – June 30, 2017.)

ARTICLE 6 **SENIORITY**

- A. Seniority is defined as follows:
1. Bargaining unit seniority is defined as length of continuous service in the bargaining unit.
 2. Classification seniority is defined as the length of continuous service in a classification.
- B. Administrators on unpaid leaves of absence shall retain bargaining unit seniority for a maximum period of two (2) years, but they shall not accumulate additional seniority for the period for which s/he is on unpaid leave.

ARTICLE 7 **CREATION OR ELIMINATION OF POSITIONS**

- A. The Association will be given the opportunity to make recommendations to the Superintendent prior to the Board taking action to approve new administrative positions or to eliminate or combine existing positions.
- B. Before any rate of pay is established for a new or combined administrative position, the parties shall engage in collective bargaining. Interim wages may be established by the Board, but said wages shall not establish the status quo, and any wages established through bargaining shall be given full retro- activity.

ARTICLE 8 **LEAVES**

- A. At the beginning of each school year, each administrator shall be credited with twelve (12) sick days to be used for absences of the administrator for

reasons of illness, family illness, death in the family, death of a close friend, or travel associated with any of the previous.

- B. The unused portion of such sick day allowance shall accumulate to 240 days.
- C. In addition to sick days, three (3) personal leave days shall be granted. Unused personal days shall accumulate as sick days if not used in the year in which they were earned.
- D. Beginning in the 2009-2010 school year Administrators will pay for their benefits when in a deduct situation. Payment will be 100% of the benefit cost to the district on the first day of deduct. If the district approves a doctor slip which is for three (3) or more consecutive days, the administrator will not be charged the cost of benefits. Example: A forty-eight (48) week (240 days) Administrator with district paid benefit cost of \$20,000.00, will pay $(\$20,000/240)$ \$83.33 per day of deduct time.
- E. An administrator may be granted an unpaid leave without benefits not to exceed two (2) years during which time his/her bargaining unit seniority shall be frozen.
- F. An administrator on leave, due to illness or injury, shall use his/ her accumulated sick leave until Long Term Disability insurance (LTD) takes effect. If sufficient sick leave time is not accumulated to cover this period, the Administrator shall receive full compensation until the LTD waiting period has been met and the coverage takes effect or is denied.
- G. Administrators may be granted a sabbatical leave at fifty percent (50%) of their current salary and with full fringes for a period not to exceed one (1) year.
- H. Any period of leave shall be concurrent with any leave that is eligible to be taken pursuant to the Family and Medical Leave Act (FMLA).

ARTICLE 9
DUTIES AND RESPONSIBILITIES

- A. The Superintendent shall have the right, subject to the terms of this Agreement, to establish the duties and responsibilities within a job classification.
- B. At the time of appointment, an employee may be required to complete additional educational requirements. This is especially true of Salary Schedule I (Article 13 B) which has AdvanceEd requirements that the

employee must meet. Additional education requirements (Schedule 1 and/or 2 employees) will be made after consultation with the Association. In such instances the employee and the Association will be given written notice of the terms and conditions. If the employee does not complete the requirements in a timely manner, the employee's salary will be frozen until completion.

- C. All Administrators will begin work at least three (3) weeks prior to the opening of school and work at least one (1) week following the last day of school in the spring.
- D. It is required that Administrators work when school is in session. Any deviation of the above must have the written approval of the Superintendent or his/her designee.

ARTICLE 10 **WORK SCHEDULE**

- A. During each year of this Agreement, the Administrator shall work the number of weeks designated for his/her position classification.
- B. The Administrator shall be entitled to the following holidays:
 - 1. Fourth of July plus the business day before and after
 - 2. Labor Day
 - 3. Friday before Labor Day (except if it becomes part of the school calendar)
 - 4. Thanksgiving and the Friday following
 - 5. Christmas Eve and Christmas Day
 - 6. New Year's Eve and New Year's Day
 - 7. Good Friday
 - 8. Memorial Day
 - 9. Martin Luther King Day (except if it becomes part of the school calendar)

These Holidays shall be included in the workweeks described in paragraph

A. Administrators will have these holidays off with pay. If an Administrator is required to work on a holiday, arrangements will be made through the Office of Human Resources to have equivalent time off at a later date.

- C. The Administrator's non-work day entitlement shall be the difference between the work weeks in the year and the work weeks designated for his/her position classification (including that year's additional week(s)).

ARTICLE 11
PROFESSIONAL GROWTH

- A. The Board shall pay for each Administrator the national and state dues of his/her professional organization.
- B. The Board recognizes the importance of state and national conferences and school visitations and agrees to establish a conference fund. This fund shall be used to reimburse expenses for approved conferences. Approval of requested conferences shall be at the discretion of the Assistant Superintendent.

ARTICLE 12
SALARIES AND WAGES

- A. Administrators will be employed for the weeks listed in this article. The employer may add additional weeks on a case by case basis each year. Such additional weeks shall not be continued the following year unless specifically renewed by the employer.
- B. Schedule 1

This schedule includes many classifications that must meet AdvanceEd requirements. The AdvanceEd requirements are for specific classifications and some general classifications designated as "professional." The pay levels and weeks of work for Administrators in each classification on schedule 1 shall be as follows:

<u>Classification</u>	<u>Level</u>	<u>Weeks Worked per Year</u>
Adult & Alternative Education Coordinator	5	45 - 48
Community Education & Federal Program Coord.	5	48
Elementary Assistant Principal	5	44
Elementary Principal	4	45
Secondary Assistant Principal	4	44*
Director of Research and Assessment	2	48
Director of Athletics	4	46
Junior High Principal	3	46*
Senior High Principal	2	48
Director of Student Support Services	1	48
Director of Professional Develop. & Comm. Services	1	48

*One additional week for the employee doing scheduling at the High School and Junior High

C. Schedule 2

The pay levels and weeks of work for Administrators in each classification on schedule 2 shall be as follows:

<u>Classification</u>	<u>Level</u>	<u>Weeks Worked per Year</u>
Enrichment Program Supervisor	7	48
Network Supervisor	5	48
Information Systems Supervisor	4	46
Supervisor of Food Service	4	48
Supervisor of Transportation/Asst. Sup. Blds & Grds	2	48
Supervisor of Building/Grounds	2	48

D. Each eligible Administrator shall have added to his/her salary a longevity payment equivalent to the longevity schedule as set forth in the following schedule. Full credit for years of experience in the Carman-Ainsworth Community Schools shall be counted plus four years of approved teaching or administrative experience elsewhere.

Beginning with the 1 st year	\$1,560
Beginning with the 8 th year	\$2,460
Beginning with the 15 th year	\$2,760
Beginning with the 21 st year	\$3,060
Beginning with the 26 th year	\$3,660

The following applies for the 2013-2014 school year:

1. If the 2013-2014 audited assigned and unassigned fund balance is greater than 3%, the association shall receive a one-time on-schedule stipend in the 2014-2015 school year.
2. The stipend described above shall be determined as follows:
 - A. The total cost of schedule a will be determined;
 - B. The percentage of schedule a of the entire district salary expenditures will be determined;
 - C. That percentage (from b. above) will be multiplied by the total dollar amount beyond 3%;
 - D. The total dollar amount to be redistributed to schedule a (from c. above) will be distributed proportionally on scale.
 - E. The following example is based on fictional numbers used to demonstrate how this calculation will be performed:
 - i. If the audited fund balance exceeds 3% by \$100,000.00, and, if the percentage of schedule a costs relative to entire district

salary expenditures is 6%, then the total amount to be redistributed to schedule a will be \$6,000.00. The \$6,000.00 will be equated to a "percentage increase" on schedule A, proportionally, for all members. In this example, using \$1,700,000.00 as the estimated 2013-2014 schedule A, this example would result in an increase of .35% on schedule A.

3. If the 2013-2014 audited assigned and unassigned fund balance is greater than 0%, but equal to or less than 3%, the member shall receive no increase, and schedule A will remain frozen.

The following applies for the 2014-2015 school year:

1. If the 2014-2015 audited assigned and unassigned fund balance is greater than 4%, the association shall receive a one-time on-schedule stipend in the 2015-2016 school year.
2. The stipend described above shall be determined as follows:
 - A. The total cost of schedule A will be determined;
 - B. The percentage of schedule a of the entire district salary expenditures will be determined;
 - C. That percentage (from b. above) will be multiplied by the total dollar amount beyond 4%;
 - D. The total dollar amount to be redistributed to schedule a (from c. above) will be distributed proportionally on scale.
 - E. The same process as described above will be followed to determine an associated increase on schedule a.
3. If the 2014-2015 audited assigned and unassigned fund balance is greater than 0%, but equal to or less than 4%, the member shall receive no increase, and schedule a will remain frozen.

The following applies for the 2015-2016 school year:

1. If the 2015-2016 audited assigned and unassigned fund balance is greater than 5%, the association shall receive a one-time on-schedule stipend in the 2016-2017 school year.
2. The stipend described above shall be determined as follows:
 - A. The total cost of schedule a will be determined;
 - B. The percentage of schedule a of the entire district salary expenditures will be determined;
 - C. That percentage (from b. above) will be multiplied by the total dollar amount beyond 5%;
 - D. The total dollar amount to be redistributed to schedule a (from c. above) will be distributed proportionally on scale.
 - E. The same process as described above will be followed to determine an associated increase on schedule a.

3. If the 2015-2016 audited assigned and unassigned fund balance is greater than 0%, but equal to or less than 5%, the member shall receive no increase, and schedule a will remain frozen.

Moreover the following conditions apply:

1. The aforementioned "audited fund balance" shall be determined by the state-approved district financial audit and shall be final and conclusive.
2. If at any time during the term of this agreement the district receives an audit, which indicates that the district has a deficit fund balance, this agreement shall automatically be re-opened to negotiate any and all forms of compensation and insurance benefits.

ARTICLE 13 **BENEFITS**

- A. Health Insurance: The Board shall offer Health Plus. All Administrators electing health insurance will contribute twenty percent (20%) annually towards the cost of their health insurance premium. The Association and the Board agree to explore health care options.
- B. Those members electing PAK B shall contribute 20% of the PAK B cost.
- C. If a minimum of three (3) PAK A eligible administrators select PAK B, then PAK B administrators shall receive a monthly payment of \$200.00 dollars for the benefit year. If four (4) or more PAK A eligible administrators select PAK B, then PAK B administrators shall receive a monthly payment of \$250.00 dollars for the benefit year.
- D. Dental Insurance: The Board agrees to provide full family Dental 80/80/80 coverage for all Administrators with orthodontic rider maximum of \$1,500, or for Administrators having dual dental insurance as a consequence of their spouse's employment; the Board will provide Dental 50/50/50 with orthodontic rider maximum of \$1,500.
- E. The Board will provide fully paid life insurance with accidental death and disability to each Administrator in the amount of \$50,000.
- F. The Board will provide Long Term Disability Insurance at a rate not less than 66 2/3% of salary. Such Long Term Disability Insurance shall begin one (1) year after sickness or accident and shall continue to age 65.
- G. The Board agrees to provide Family Vision Insurance.

- H. Upon leaving the district, each Administrator shall receive payment of \$80 per day for accrued sick days.
- I. At the end of each contract year the number of unused sick days shall not exceed 240 days. An annual payment of \$80 times the number of unused sick days in excess of 240 days shall be paid to each Administrator at the end of each school year.
- J. In case of the death of an eligible Administrator prior to his/her retirement, benefits will be paid to his/her beneficiary or estate in an amount equal to the Administrator's current per diem rate for each day of accumulated sick and non-work days plus any earned and unpaid accumulated salary.
- K. Each Administrator is required to obtain a complete physical at least biennially, and the Board will reimburse up to \$50 of the cost.
- L. An Administrator leaving the district with at least ten (10) years of service to the district shall receive a terminal leave payment equal to one percent (1%) of the current base times each year of service to the district beyond five (5) years. The current base shall equal the employee's current classification step I rate annualized. This payment for years of service shall not exceed two thousand (\$2,000) dollars.
- M. The family of an Administrator who dies while in the employment of the Carman-Ainsworth Community Schools and who has health insurance will receive health insurance benefits for six (6) months at no cost to the family.
- N. Medical insurance will be continued for a twelve-month period for an Administrator who is on an unpaid leave of absence due to personal illness and/or disability.
- O. The Board will reimburse up to two administrators a maximum of \$5,000 each per year for expenses incurred in the pursuit of a doctoral degree in the field of education. If those funds are not utilized the board will divide the unused funds amongst administrators pursuing a specialist degree.

ARTICLE 14
ADMINISTRATOR PROTECTION AND EVALUATION

All language regarding evaluation and discipline can be found in the Administrative Regulations.

**Schedule I
2013-2016**

Level	I	II	III	IV	V
1	\$ 1,958.33	\$ 2,036.65	\$ 2,095.40	\$ 2,154.16	\$ 2,212.91
2	\$ 1,924.55	\$ 2,001.55	\$ 2,059.27	\$ 2,117.01	\$ 2,174.75
3	\$ 1,840.16	\$ 1,913.76	\$ 1,968.95	\$ 2,024.16	\$ 2,079.37
4	\$ 1,806.40	\$ 1,878.63	\$ 1,932.85	\$ 1,987.03	\$ 2,041.21
5	\$ 1,688.22	\$ 1,755.75	\$ 1,806.40	\$ 1,857.04	\$ 1,907.68
6	\$ 1,434.98	\$ 1,492.36	\$ 1,535.42	\$ 1,578.49	\$ 1,621.51

**Schedule II
2013-2016**

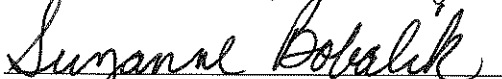
Level	I	II	III	IV	V
1	\$ 1,253.02	\$ 1,303.13	\$ 1,340.73	\$ 1,378.33	\$ 1,415.92
2	\$ 1,202.91	\$ 1,251.03	\$ 1,287.12	\$ 1,323.20	\$ 1,359.29
3	\$ 1,152.78	\$ 1,198.88	\$ 1,233.48	\$ 1,268.05	\$ 1,302.66
4	\$ 1,127.73	\$ 1,172.82	\$ 1,206.66	\$ 1,240.49	\$ 1,274.32
5	\$ 1,077.60	\$ 1,120.71	\$ 1,153.04	\$ 1,185.37	\$ 1,217.69
6	\$ 1,002.41	\$ 1,042.53	\$ 1,072.58	\$ 1,102.65	\$ 1,132.74
7	\$ 902.17	\$ 938.27	\$ 965.33	\$ 992.40	\$ 1,019.46

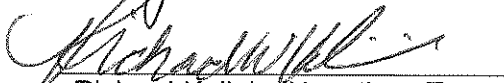
ARTICLE 15
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2013, and shall continue in effect through the 30th day of June 2016.


Carman-Ainsworth Association of
School Administrators

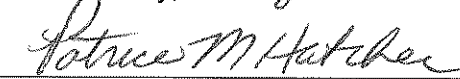

Catherine McGilvery, President


Suzanne Bobalik, Negotiations Team

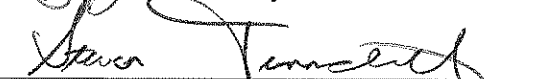

Richard Kalinin, Negotiations Team

Carman-Ainsworth Board of
Education


Gloria Nealy, President


Patrice Hatcher, Vice President


Joy Crane, Secretary


Steven Tunncliffe, Ph.D., Chief Negotiator