

AGREEMENT BETWEEN
THE CLIO AREA SCHOOLS BOARD OF EDUCATION
AND
THE CLIO AREA SCHOOLS ADMINISTRATION
ASSOCIATION
2020 – 2023 SCHOOL YEARS

July 1, 2020

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**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Clio Area Schools Administration Association, hereafter referred to as the "Administrator", as the exclusive bargaining representative for all full time principals, assistant principals, directors and supervisors who are employed by the Board, and such other positions as may be mutually agreed upon between the parties, but excluding all other positions.

**ARTICLE II
EMPLOYMENT OF ADMINISTRATORS (Board Policy 3120.01)**

The Board recognizes that it is vital to the successful operation of the District that administrative positions created by the Board are filled with highly qualified and competent personnel.

The Board shall approve the employment, fix the compensation, and establish the term of employment for each Administrator employed by this District. Such approval shall be after considering the recommendations of the Superintendent.

Any professional staff member's intentional misstatement of fact material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

No candidate for reemployment as an Administrator shall receive recommendation for such employment without having proffered visual evidence of his/her certification.

The Superintendent shall develop administrative guidelines for the recruitment, screening, and recommendation of candidates for employment.

All new Administrators shall be subject to a five (5) panel drug test, criminal background and unprofessional conduct checks.

**ARTICLE III
EMPLOYMENT CONTRACT (Board Policy 3120.01)**

A one-year administrative period of probation in a new administrative position shall be required. Additional years of administrative probation may be utilized if the circumstances warrant.

Once the administrative probationary period is satisfactorily served, a two-year contract will be offered.

In order to insure a smooth operation of the school district it is understood that individual administrative members who are not on probation shall receive two year continuing contracts effective July 1st.

ARTICLE IV
BOARD-ADMINISTRATOR RELATIONS (Board Policy 3120.02)

A. Administrative Positions

Prior to the Board taking action to approve new administrative positions or the consolidation or reduction of present administrative positions, the affected Administrators and their spokesman will be given an opportunity to make recommendations to the Superintendent and the Board at least fifteen (15) days before the Board takes action. The Board will consider the Administrators' recommendations concerning wages, work year, and job description.

B. Reduction and Recall of Administrators

Prior to the reduction of administrative staff, the Board will provide all administrators the opportunity to present to the Superintendent and to the Board any recommendations they care to make concerning such proposed reductions at least thirty (30) days prior to the Board's final decision. The following criteria shall be evaluated in the sequence listed:

- A. necessary certification
- B. qualifications as defined in the job description
- C. performance evaluations
- D. administrative seniority

In cases of Administrator's layoff, the Board will pay insurance benefits for the following three (3) months after the effective day of layoff.

Recall shall be in inverse order of layoff for new positions or vacancies, with the same criteria, in the same order as above:

- A. necessary certification
- B. qualifications to meet job description
- C. performance evaluations
- D. administrative seniority

C. Seniority

Seniority is defined as follows:

- A. District seniority is the length of continuous service in the District of the Administrator in any administrative or teaching position.
- B. Administrator's seniority is the length of time served as Administrator under an administrative contract in the District in any administrative capacity, but is not a position included in the Clio Education Association's bargaining unit.
- C. In the event that an Administrator enters the teachers' bargaining unit, his/her rights as a teacher shall be based upon District seniority as defined above. (As long as this is not in conflict with the Clio Education Association's Master Agreement.)

D. Vacancies

Administrative openings, including vacancies and newly created positions shall be posted within the School District for a period of no less than ten (10) working days, and a written notice sent by first class mail to the last known address of each Administrator then on layoff. The notice posted shall give information as to where an applicant may receive a copy of the job description, responsibilities and duties of the position and all qualifications and certification required. All currently employed and laid off Administrators who are qualified and certified shall be interviewed and given consideration in appointments to administrative or teaching positions.

Vacancies shall be defined as unfilled or newly created positions or because the individual that has previously held the position has terminated employment in the bargaining unit.

ARTICLE V

ASSIGNMENT AND TRANSFER OF ADMINISTRATORS (Board Policy 3130.01)

The Board believes that the judicious placement of Administrators within the District is important for the successful functioning of the District.

The Superintendent shall assign and transfer all Administrators in accordance with the needs of the District.

Administrative staff members shall be informed of their assignments no later than June 30th preceding the school year in which such assignment shall be effective except that administrative staff members employed after that date shall be so informed as soon as practicable and except that nothing in this policy shall prevent the transfer of an administrative staff member for good cause during the school year as determined by the Superintendent.

Transfers shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant.

ARTICLE VI

NON-RENEWAL OF ADMINISTRATIVE CONTRACTS (Board Policy 3143)

In terminating the contract of an Administrator, the Board of Education shall provide notice of the pending action to the Administrator at least sixty (60) days prior to the termination date. It shall also advise the Administrator, in writing, not less than thirty (30) days prior to the date it actually will act on the non-renewal, of its intent not to renew, the reasons for the non-renewal, and of his/her right to a meeting with the Board during the thirty (30) day period to discuss these reasons in closed or open session. The reasons for non-renewal shall not be arbitrary or capricious.

**ARTICLE VII
WORK YEAR**

A. Compensation Days

It is recognized that Administrators' working hours are necessarily determined by the demands of the work rather than a specific period of clock hours. Reasonable flexibility in work hours is expected due to varied meetings and activities. Work calendar shall be established by the Superintendent or designee.

<u>Classification</u>	<u>Work Days</u>
Director of Technology	Year Round
Director of Transportation and Operations	Year Round
Transportation Assistant	Year Round
High School Principal	Year Round
Middle School Principal	Year Round
Director of Clio Academic and Learning Center	Year Round
HS Asst. Principal	213
MS Asst. Principal	213
Elementary Principal	208
Special Education Director	213

B. Administrative Group Definitions

1. The following Administrators will be considered year round employees: High School and Middle School Principals, Director of Technology, Director of Clio Academic and Learning Center, and Transportation Assistant.
2. Administrators not required to work year round: HS and MS Assistant Principals, Special Education Director, and Elementary Principals.

C. Paid Holidays

1. Year round Administrators shall receive pay for the following holidays: Fourth of July, Labor Day, Thanksgiving & the Friday following, Christmas Eve & Day, New Years Eve & Day, Good Friday and Memorial Day.
2. Non year round Administrators shall receive pay for the holidays listed above except for the Fourth of July.
3. If a paid holiday falls on a Saturday or Sunday the Administrator will be able to observe the holiday on the Friday preceding or the Monday following the holiday or an alternative day that falls within the holiday break period.

D. School Closing

If school is cancelled due to inclement weather, Administrators are not required to work unless required to do so by the Superintendent.

E. Vacation

1. Year round Administrators shall have the following vacation time accrual based on years of service to the district:

0-19 Years	15 Days
20+ Years	20 Days

All vacation days are subject to approval by the Superintendent or designee. In general, building level administrators are expected to be in the building on student instructional days. Vacation may not be carried over to the following year without approval by the Superintendent.

2. Non-year round administrators may use three (3) of the five (5) yearly earned Personal Days as “flex floating holidays”, subject to personal/sick day restrictions. Days not used will rollover as sick days. The days may not be used before or after holidays or vacations, but do not count against perfect attendance (same as vacation for year round administrators).
3. Administrators must use all vacation time in the year it is earned unless a deviation is approved in writing by the Superintendent. No more than four weeks of vacation will be paid at retirement.
4. Non-year round Administrators shall be given an alternate day for each unpaid day that they work. Alternate days can only be used during the summer workdays. Alternative days will not accrue and must be used before the beginning of the next school year. All alternative days must have prior approval by the Superintendent.

**ARTICLE VIII
COMPENSATION**

A. Salary Schedules

Salary for the 2020 - 2021 school year will be paid in accordance with the following schedule:

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Director of Technology	\$51,357	\$56,357	\$61,357
Director of Transportation and Operations	\$75,349	\$76,349	\$77,349
Transportation Assistant	\$42,996	\$43,996	\$44,996
High School Principal	\$103,871	\$106,871	\$109,871
HS Assistant Principal	\$93,035	\$95,035	\$97,035
Middle School Principal	\$99,856	\$102,856	\$105,856
MS Assistant Principal	\$90,202	\$93,202	\$94,202
Elementary Principal	\$95,201	\$97,201	\$99,201
Director of Clio Academic and Learning Center	\$76,742	\$77,742	\$78,742
Director of Special Education	\$89,037	\$91,037	\$93,037

Administrators will receive a 1.50% stipend based upon the 2019-2020 salary schedule in 2020-2021. The stipend will be paid on the December 18, 2020 payroll.

The Board and the Administrators agree to open the contract for the purpose of economic negotiations for the 2021-2022 and 2022-2023 school years. The parties will review current Genesee County Administrative Compensation schedules and make adjustments if economically feasible.

Compensation on the salary schedule is based upon job accomplishments and job performance as measured by the year end evaluation rating, in which student growth and assessment data is a significant factor. Employees may not advance on the salary, step or lane schedule if they receive a year end evaluation of Minimally Effective in each of the two most recent years; employees may not advance on the salary, step or lane schedule if they receive a year end evaluation rating of Ineffective in the most recent year. This stipulation will be removed from the contract if the legislation is rescinded or found unenforceable that requires compensation to be subject to student performance and the employee evaluation.

First year Administrators shall be placed on step 1, second year Administrators shall be placed on step 2, and third year and beyond Administrators shall be placed on step 3. Exceptions may be made by recommendation of the Superintendent.

The Board of Education reserves the right to review salary as employee turnover creates vacancies.

B. Deferred Compensation (457 Internal Revenue Service (IRS) Plan) OR IRS 403b Plan

The District will maintain an IRS 457 Deferred Compensation Plan or an IRS 403b Plan for administrators. Administrators will be eligible for deferred compensation in accordance with the following schedule:

\$3,250 annually (457 Plan) OR
\$3,450 annually (403b Plan)

C. Longevity

1. For the purposes of longevity pay, credit shall be given for service with the District in any capacity. Administrators will be eligible for longevity pay in accordance with the following schedule:

10 – 15 years	\$750
16 – 20 years	\$1,500
21+ years	\$1,800

2. Longevity pay will be based on the year in which the service is completed. Payment will be made by June 30th.

D. Pay of Unused Sick Days

Administrators will receive twenty (\$20) dollars for each unused sick day at time of retirement from the Clio Area Schools. Payment will be made during the last payroll in June. In the event of an Administrator's death, while in the employment of the Board of Education, any unused sick time will be paid to the Administrator's beneficiary at the rate of \$20 per day. Employee must meet Office of Retirement Services criteria for full retirement at separation in order to qualify for the payment.

E. Perfect Attendance

Administrators who do not use any sick leave, business days, or have any unpaid days shall receive the following stipend at the end of each work year:

\$500

**ARTICLE IX
FRINGE BENEFITS**

The Board shall make available to all Administrators fringe benefits plans covered in Appendix A. The Board guarantees the Administrators that there will be no lapse in coverage. The Administrator will pay all deductibles and co pays.

Dependent Coverage

In the event of the death of an administrator covered for the above medical benefits, the dependents that were covered on the date of death may continue to such coverage on a direct payment basis with the Clio Area Schools. Coverage for the surviving spouse and/or sponsored dependents may be continued until the first day of the calendar month in which he/she becomes age 65. On that date, the covered individual will be covered under the Group Limited Medicare Supplement Plan. Coverage for surviving dependent children may be continued as long as they qualify as eligible dependents. Coverage continued under this provision will terminate at which time the sponsored dependent fails to pay for coverage or when a dependent child and/or sponsored dependent no longer qualifies as an eligible dependent.

**ARTICLE X
RETIREMENT INCENTIVE**

Retiring Administrators who have worked for the Clio Area Schools for a minimum of fifteen (15) years will qualify for a "Retirement Notification Incentive" of \$50 for each year of service with the district in any capacity, if they notify the Board in writing with their official retirement letter. The official retirement letter must be in writing and one-hundred twenty (120) calendar days prior to the actual retirement date. This payment will be made in the last payroll in June.

**ARTICLE XI
LEAVES**

A. Paid Sick Leave

Administrators shall be granted sick days annually in accordance with the following schedule:

- A. 12 days for year round Administrators
- B. 10 days for all other Administrators

B. Personal Business Leave

Five (5) of the annual sick days per year may be used as Personal Days. Days not used will rollover as sick days.

C. Unpaid Leave of Absence

The Board may grant a leave of absence upon written request of an Administrator, without pay, not to exceed one (1) year (except as otherwise specified and required by law) subject to renewal at the will of the Board. In the event such leave is granted, subsequent or assignment or employment of the Administrator will not be positively or negatively influenced by virtue of the leave having been granted. The Board in its sole discretion may determine to grant such leave or deny it. The granting of such leave shall not constitute a precedent to be applied in any other case.

D. Bereavement Leave

Administrators are entitled to up to a maximum of five (5) days per death of bereavement leave for deaths of the employee's: spouse, children, mother, father, and grandchildren. Administrators are also entitled to three (3) days per death of bereavement leave for deaths of grandparents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, and step-children. These days shall not be deducted from the sick leave allowance. Bereavement days may only be used at the time of death or memorial service.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

A. Administrative Evaluations

The Superintendent is charged with the responsibility for developing and implementing a method of evaluating all Administrators, not less than annually. The Superintendent shall designate those Administrators who shall be responsible for the evaluation of those who report to them.

Evaluations shall be consistent with Board Policy and State Law.

B. Physical Examination

Each Administrator may obtain a complete physical examination every two (2) years at no cost to the Administrator.

C. Travel/Car Allowance

Administrators will be reimbursed at the IRS standard rate for use of their personal vehicle. Reimbursement will only be made if a District vehicle is unavailable.

D. Cellular Telephone Allowance

Administrators that are required to possess cellular telephones will be reimbursed seventy-five (\$75) dollars per month. It is at the discretion of the Superintendent as to whether a cellular telephone is needed. Reimbursement will be made bi-annually during the months of June and December.

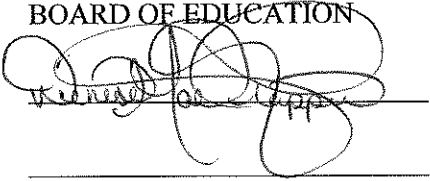
E. Professional Dues

The District will pay for the annual dues for membership in both a State and National professional organization upon approval by the Superintendent or Assistant Superintendent.

F. Contract Duration

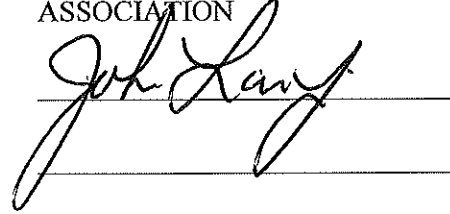
This agreement shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2020 and ending on June 30, 2023.

CLIO AREA SCHOOLS
BOARD OF EDUCATION



Date

CLIO ADMINISTRATION
ASSOCIATION



Date

APPENDIX A

The Administrator must choose either Plan A or Plan B. The District may offer a comparable health care plan in lieu of MESSA.

		PLAN A	
<u>OPTION 1</u>			<u>OPTION 2</u>
MESSA ABC Plan			MESSA CHOICES
IN Deductible	\$1,350/\$2,700	(2018-2019) *	\$ 500/\$1,000
COON Deductible	\$2,700/\$5,400		\$1,000/\$2,000

*Deductibles will be adjusted each year if changed by MESSA.

Employer Contributions. The Board will make contributions to the health insurance plan premiums as provided in this section:

OPTION 1 – MESSA ABC Plan 1

From July 1, 2020 through June 30, 2023, the Employer will contribute the annually adjusted hard cap amounts, as prescribed in MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.

All hard cap amounts apply per employee depending upon the coverage selected and are not an aggregate of the hard cap amounts for all employees.

OPTION 2 – MESSA CHOICES

From July 1, 2020 through June 30, 2023, the Employer will contribute the annually adjusted hard cap amounts, as prescribed in MCL 15.563, toward the insurance premium.

All hard cap amounts apply per employee depending upon the coverage selected and not an aggregate of the hard cap amounts for all employees.

The Board will pay toward such health insurance benefit, including any contributions made by the Board to a health savings account for employees, no more than the annual payment limits permitted for such coverage category (single, two-person, and family) as may be adjusted by the State Treasurer pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL, 15.563, as set forth in Section 2, or the premium amount for the selected coverage, whichever is less.

Employees will pay premium contributions, if any, through payroll deductions, which will be taken in equal installments. Employees will be required to comply with applicable insurance policies and regulations.

The Board may bid the specifications for Dental, LTD, Vision and Life Insurance. The specifications will be at least equal to those of the 2016-2017 school year. The Board will pay the premium for the following fringe benefit plans:

Dental: 80/80/80: (Class I, II, III) \$1,000 annual maximum,
80% (Class IV) Lifetime maximum \$1,300

Life Insurance: 2 x Salary AD&D

Vision: Examination \$ 85
Contacts \$115
Eyeglass Frames \$130

Eyeglass lenses:

Single vision \$100
Bifocal \$130
Trifocal \$160
Lenticular \$175

Eyeglass Lens Enhancements:

Rimless \$ 30
Progressive \$160
Tinted \$125
Polarized \$105
Polycarb \$75/\$45
Antiglare are not covered

Long-Term Disability: 70% \$4,500 maximum

90 Calendar Days Modified Elimination Fill

Freeze on Off-Sets

Alcoholism/Drug Addiction (same as other illness)

Mental/Nervous (same as other illness)

COLA - 5%

10% Minimum Benefit

PLAN B

Dental: 80/80/80: (Class I, II, III) \$1,000 annual maximum,
80% (Class IV) Lifetime maximum \$1,300

Life Insurance: 2 x Salary AD&D

Vision: Examination \$ 85
Contacts \$115
Eyeglass Frames \$130

Eyeglass lenses:
Single vision \$100
Bifocal \$130
Trifocal \$160
Lenticular \$175

Eyeglass Lens Enhancements:
Rimless \$ 30
Progressive \$160
Tinted \$125
Polarized \$105
Polycarb \$75/\$45
Antiglare are not covered

Long-Term Disability: 70% \$5,000 maximum

90 Calendar Days Modified Elimination Fill

Freeze on Off-Sets

Alcoholism/Drug Addiction (same as other illness)

Mental/Nervous (same as other illness)

COLA - 5%

10% Minimum Benefit, 3 month survivor benefit

Cash Option: Administrators electing "PLAN B" shall receive \$225 per month (\$2,700 annually) to be paid to a tax-sheltered annuity program or cash option.