

Conditions of Work

As

Agreed Upon By

The Caledonia Board of Education

And

The Caledonia Administrative Group

2007-2012

GENERAL

This Agreement is entered into by and between the School District of the Caledonia Community Schools, of Kent, Allegan and Barry Counties, hereinafter called the "Board" and the Caledonia Administrative Group hereinafter called the "Group". In that this agreement establishes wages and working conditions of the Group, alterations to same will not be made without mutual consent of both parties.

Section 1: Recognition

The Board hereby recognizes that the Group will be speaking for and acting in behalf of the administrators in instances dealing with this agreement. Both parties understand that, while this agreement closely resembles a master agreement with a formal bargaining unit, it is fundamentally different in that neither side wishes the district administrators to be affiliated or associated with a formal labor organization. This agreement was borne out of a mutual recognition of the absence of documentation of administrative wages and working conditions. This agreement format also respects the concept of trust that exists between the Board and the Group. While this document spells out general conditions for all district administrators, it is understood that the administrative position of superintendent works under a contract negotiated individually.

Section 2: Qualifications

All Administrators shall meet any State of Michigan administrative certification requirements for the particular position that they are to hold.

Section 3: Other Conditions

- A. Administrators shall receive individual contracts of employment that shall specify a term of employment not to exceed two (2) years. Multi-year contracts will be subject to annual renewal by the Board at the end of the first year.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Administrators. Requests by an Administrator for transfer to a different building or position shall be made in writing in a letter to the Superintendent.
- C. All Administrative contracts will designate the number of weeks the individual is expected to be on the job. Weeks not worked will be considered vacation and are to be scheduled with the approval of the superintendent. Also, vacation days not used in one school year may be carried over until December 31, of the following school year.
- D. When an administrator is asked to take on a temporary special assignment, the Superintendent and the administrator will have a discussion regarding the expectations and possible compensations for the special assignment. Reimbursement for special assignments that exceed \$5,000 shall need Board approval.

A. PROTECTION OF ADMINISTRATORS

Section 1: Legal Issues

If an Administrator is sued by reason of disciplinary action taken by the Administrator in accordance with the school policy against a student, the Board will provide legal counsel and render assistance to the Administrator in his or her defense.

Section 2: Assault

In case of an assault in which an injury is inflicted on an administrator when the administrator is acting in the line of duty as an employee of the Board, time lost by the administrator shall continue to be paid by the Board except when Workers Compensation is paid. Then the Board shall pay the difference between the sum received as result of Workers Compensation and the administrator's regular salary at the time of the injury, not to exceed three (3) years.

Section 3: Due Process

- A. Position Description – Every administrator shall have a written position description that specifies his/her duties and responsibilities. The description will be reviewed periodically and up-dated to reflect changes in the expectations of the position.
- B. Evaluation – The Superintendent or designee will do the administrator's yearly evaluation. This formal evaluation will be based upon the position description, goals, personal and professional growth plans, and other professional attributes. This evaluation shall reflect current Board philosophy and any appropriate changes in the expectations of the administrator. The process will also:
 1. Be based on procedures and instruments understood by all parties prior to the evaluation period.
 2. Indicate the person(s) responsible for performing the evaluation.
 3. Be followed by a written summary and a personal conference.
 4. Provide the administrator with opportunity to respond to the evaluator. A copy of all written evaluations will be placed on file in the Board Office and will be held in confidence and handled in an ethical manner. Administrators have the right to review the complete contents of his/her personnel file. No evaluative material may be placed in the personnel file to which the administrator has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file.
- C. Remediation and Trial Period – Administrators will have the opportunity to rectify any performance shortfalls cited by the evaluator in a reasonable amount of time. Evaluator will make clear what behaviors, actions, duties, etc. are to be corrected, in what time and will provide assistance to the affected administrator along the way. Every attempt will be made by the district to help the administrator improve. Further, the administrator will be informed of all deadlines regarding notification and remediation as written in state law governing such activity.
- D. Upon an administrator receiving a contract extension from the Superintendent, the Board will add an amount equal to 1.0% of the administrator's wage to be paid as described under Section E. Miscellaneous Benefits, page 6 of the contract.

E. Management by Objectives. If the administrator's annual evaluation has shown that their written goals and objectives have been met during the school year, the Superintendent shall grant up to an additional 1% to the administrator's current salary. This wage is to be paid as described under Section E. Miscellaneous Benefits, page 6 of the contract. These goals and objectives shall be mutually determined at a meeting between the Superintendent/designee and administrator at the beginning of each school year, but by October 31. The finances of the District may affect the Superintendent's ability to grant the full 1 % to a qualified administrator.

B. ADMINISTRATIVE LEAVES

Section 1: Sick leave and Leaves of Absence

Each administrator shall be granted twelve (12) days per school year for absences caused by illness or injury. Unused sick leave days may be cumulative to a maximum of two hundred and thirty (230) days. When sick leave days are exhausted, the Board will grant a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an administrator shall be assigned to the same position, if available, or an equivalent one.

Section 2: Illness in Family

Each administrator shall be granted five (5) days per school year, deducted from sick leave for absence caused by injury or illness to a member of an administrator's immediate family. Immediate family is limited to parents, children, spouses, or individuals residing for an extended period in the household (6 months) and persons for whom legal responsibility has been assigned. Absences in excess of five (5) days will be deducted at the per diem rate. Family illness days are not cumulative.

Section 3: Bereavement Leave

Each administrator shall be granted five (5) days per school year for death in the immediate family. Immediate family is limited to parents, grandparents, children, grandchildren, brothers, sisters, (in-laws), spouses or individuals residing for an extended period in the household (6 months) and for persons for whom legal responsibility has been assigned. One of the five days may be used for the death of any other relative or friend. Bereavement days are not cumulative nor are they to be charged against sick leave.

Section 4: Compensating Days

Each administrator shall be granted four (4) compensating days per school year non cumulative. These days are granted to each administrator as compensation for that time administrators are required to spend working evenings and weekends. These four days have the same understanding (no additional pay for the first day mandated) as is held with the other employees should the state require us to add instruction days.

Section 5: Jury Duty

Should an administrator be called to serve on a jury, his/her regular salary will be continued for the time he/she is serving. Any moneys received for jury duty, except mileage reimbursement, will be turned over to the district. Administrators will also be granted time off with pay if called as a witness in a court case.

Section 6: Personal Business Days

Each administrator has available to him/her two days per year, non-cumulative, to be used to conduct personal business. Personal business is defined as business that cannot be conveniently conducted other than during normal business hours. The administrator may choose to add an extra Personal Business Days to their yearly schedule; or they may request by June 30 of each school year a per diem reimbursement for that extra day if their schedule does not allow them time to use the third (3rd) day.

Section 7: Leaves of Absence Without Pay:

Leaves of absence without pay may be granted, upon application, for the following purposes:

- A. Study related to the administrative field.
- B. Study, research, or special teaching assignment involving advantage to the school system.
- C. Child Care Leave. The length of the leave shall no exceed one year, renewable at the discretion of the Board.
Sixty (60) days prior to the termination date of the leave, the administrator shall notify the Board of the employee's intent to return to active status.

Section 8: Holidays

Administrators will not be expected to report to work on the following holidays:

- | | |
|----------------------|---|
| Fourth of July | Mid-Winter Break |
| Labor Day Weekend | Friday before Labor Day Weekend |
| Thanksgiving Break | Winter Break |
| Spring Break | Good Friday |
| Memorial Day Weekend | Friday before Memorial Day Weekend
(Starting in 2008-09) |

If school is scheduled on any of the above days, the administrator will be expected to work, with a compensating day being issued at a later time.

- C. **FRINGE BENEFITS** A review of insurance benefits will be done to ensure that the administrative insurance package equals the teacher's health, vision and dental insurance.

Section 1 Hospitalization and Insurance Benefits:

Beginning September 1, 2007, the Board shall provide, without cost to the member, MESSA Choices II plan A or plan B as described below.

Plan A:

- 100% of the premium costs for MESSA Choices II protection (\$10/20 drug card with a stop-gap loss of up to \$500 as described in the teachers' contract 2007-2020, Art. 8, Sect. 4.).
- Long term disability insurance at 66-2/3% with a 90 day waiting period (modified fill, \$5,000 monthly maximum).
- Delta Dental Plan 80%: 80/80/80 \$2,500 and 80: \$3,000.
- Life Insurance \$45,000 with A.D. & D.
- Vision Care Plan VSP 3

Plan B:

- Long term disability plan – same as Plan A
- Delta Dental Plan – Same as Plan A
- Vision Care Plan – Same as Plan A
- Life Insurance – Same as Plan A
- Equivalent of the single subscriber premium to be received as regular income or applied toward any of the MESSA variable options or any of the Board approved annuities. Members receiving cash in lieu prior to 2004-05 will be grandpersoned in and capped at the 2006-07 rate.

Plan C:

- MESSA Super Care 1 protection with a \$5/10 drug card and \$100/200 deductible. The Board will provide equivalent to the cost of MESSA Choices and the employee will pay the difference of the premium through payroll deduction with a stop-gap loss of up to \$500.
- Wellness Rider
- Long term disability insurance at 66-2/3% with a 90 day waiting period (modified fill, \$5,000 monthly maximum).
- Delta Dental Plan 80%: 80/80/80 \$2,500 and 80: \$3,000.
- Life insurance \$45,000 with A.D. & D.
- Vision Care Plan VSP 3.

Long Term Disability

Provided by MESSA for 66 2/3% of salary up to age 65 with a maximum benefit of \$5,000 per month.

Life

Term Life Insurance provided by the Board at a base of \$115,000 up to \$250,000 for those who qualify. Employee, by law, is required to pay income tax on the cost of the premium over \$50,000.

Section 2: Tuition Reimbursement

Tuition for job related courses taken each contractual year shall be reimbursed with a maximum of \$1200 per year, upon presentation of proof of successful completion. Courses may be subject to prior approval of the Superintendent.

Section 3: Severance Payment

Any administrator in good standing who has been with the Caledonia Community Schools for 10 years and has accumulated sick leave will be paid \$45/day for any unused sick leave up to a maximum of 230 days. If fewer than 230 days are accumulated they will be paid at the rate of \$45/day.

D. WAGES

Wage increase for the duration of this contract will be:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
2.25%	2.0 %	Wage Re-opener	Wage Re-opener

Administrative salaries which fall above MA+15, Step 27 will not receive 2.25% and 2.0% increase at the base in the first two years of the contract, but will receive the average step increase of the teachers (4.5) at the MA+15, Step 27, so that the other instructional administrators who fall below the MA +15, Step 27 can reach a salary that will be competitive with the other school districts in the county. Non-instructional administrators will receive one half of the average step increase of teachers, plus the base increase.

Starting with the 2009-2010 school year, the average teacher step increase will be based on BA Step 1 rather than the MA+15 Step 27.

The Personnel Committee and the Assistant Superintendent will annually review pay ranges for all administrative positions to ensure that administrative pay by position remains competitive with other school districts in the county

E. MISCELLANEOUS BENEFITS

The Board will add an amount equal to 4 % of the administrator's wage to be taken as either a tax sheltered annuity or, if Administrator chooses, regular income. If taken as income MIP contributions shall be taken and counted toward an increase in the base salary.

"As additional compensation, employer shall make a contribution of four percent of each covered employee's compensation to such deferred annuity plans as may be established and/or maintained by employer that qualify under Code 403(b) of the Internal Revenue Code of 1986, as amended. For these purposes, compensation shall be defined as the amount paid by the employer to the employee pursuant to this school administrators' contract which is required to be reported as wages on said

employee's Form W-2, and shall include such amounts which are not currently includable in the employee's gross income by reason of the application Code 125 and 403(b) through a salary reduction arrangement. In no event shall the compensation be deemed to include amounts paid for services other than as Administrator to the District. Further, in no event shall the compensation taken into account for these purposes exceed the limits of Code 401(1)(17)."

If the administrator has served the District a minimum of five years within the scope of this current contract, the administrator may choose to add this cash amount to his/her base salary, instead of taking the annuity. This last clause would be limited to those members who are recognized as eligible for retirement under the Michigan Public School Employees Retirement System.

An administrator who elects not to receive the health, dental, vision or disability insurance may have an amount equal to the premium not used placed in a board approved tax sheltered annuity or taken as regular income. This provision is NOT retroactive but will begin the month following the board approval of this understanding.

F. SEVERANCE BENEFITS

1. Life Insurance Benefit:

Life insurance (as currently insured and paid for by the Caledonia Community Schools, will be provided for administrators who retire from Caledonia Community Schools with 5 or more years of administrative service to the District. (Any prior teaching service within the District may be included when compiling the number of years of service.)

This life insurance would continue until age 70. At that time, the administrator would be given the opportunity to continue this insurance. The plan would be as follows: Option #1 50% of the premium paid by Caledonia Community Schools and 50% paid by the retiree.

Option #2 The Administrator would use up to \$75.00 to buy another type of life insurance.

2. Longevity Stipend: Starting July 1, 2008 and paid at the end of the qualifying school year. (See Section E Miscellaneous Benefits.)

<u>Years Service w/Caledonia Community Schools:</u>	<u>Stipend:</u>
3 Years	\$ 300
5 Years	\$ 500
8 Years	\$ 800
10 Years	\$ 1,000
15 Years	\$ 1,500
20 Years	\$ 2,000
25 Years	\$ 2,500

3. Retirement Stipend:

Administrators who retire will receive a stipend as follows:

<u>Years of Service to Caledonia Community Schools:</u>	<u>Stipend:</u>
5-10 Years	\$ 1,500
11-15 Years	\$ 2,000
15-20 Years	\$ 5,000
20-30+ Years	\$ 7,500

These amounts will be reviewed in the third year of the contract (2009-2010) in comparison to other similar administrative arrangements in the county.

G. DURATION

This understanding covers the period July 1, 2007 through June 30, 2011. It is an ongoing understanding that may be opened for amendment with mutual agreement of the parties.

FOR THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF CALEDONIA

Robert Bergy
Robert Bergy - President

James R. Glazier
Administrative Representative

Debra McCarty
Debra McCarty - Secretary

[Signature]
Superintendent

Date

July 11, 2007
Date



LETTER OF UNDERSTANDING

BETWEEN THE

**BOARD OF EDUCATION
OF THE CALEDONIA COMMUNITY SCHOOLS**

AND THE

CALEDONIA ADMINISTRATIVE GROUP

The Board of Education of the Caledonia Community Schools ("Board") and the Caledonia Administrative Group ("Group") hereby agree as follows:

1. Wages for the employees in the bargaining unit represented by Group will be frozen and not increased for the 2009-2010 and 2010-2011 school years. Wages shall be reopened for renegotiations for the 2011-2012 fiscal/school year.

2. The Collective Bargaining Agreement between them is hereby extended until June 30, 2012.

3. Given the economic impact of local, state and federal funding, Board shall have the right to reopen the Collective Bargaining Agreement between them for renegotiation in the event of the Board's determination that this is warranted due to financial need.

**BOARD OF EDUCATION OF THE
CALEDONIA COMMUNITY**

SCHOOLS

Dated: 6/23, 2009

By: Deb McCarty
Deb McCarty
Its Board President

Dated: 6/23, 2009

By: C.M. Nelson-Purkey
Carol Nelson-Purkey
Its Assistant Superintendent

**CALEDONIA ADMINISTRATIVE
GROUP**

Dated: 6-11-, 2009

By: Jim Glazier
Jim Glazier
Its Administrative Group

Representative

Dated: 6-11-, 2009

By: Darrell Kingsbury
Darrell Kingsbury
Its Administrative Group

Representative