

RICHMOND COMMUNITY SCHOOLS

ADMINISTRATIVE CONTRACT

2010-2011
2011 -2012
2012-2013

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PREAMBLE

This Agreement entered into this 14th day of September 2011 by and between the Board of Education of the Richmond Community Schools, hereinafter referred to as the "Board", its successors and assigns, (employer), and the Richmond Administrators' Association, hereinafter referred to as the "Association", shall be in effect from July 1, 2010 through June 30, 2013.

ARTICLE I **RECOGNITION**

Pursuant to Act 379, Public Acts of 1985, as amended, the Board hereby recognizes the Association as the sole and exclusive representative of all "administrators" employed by the Richmond Community Schools. "Administrators", as hereinafter used in this agreement, shall be construed to include the following whenever employed by the "Board":

1. Principals
2. Assistant Principals
3. Directors (including but not limited to: Spec. Education, Athletics, etc.)
4. Coordinators (not under another bargaining unit)

The Superintendent of Schools, Assistant Superintendents, Director of Curriculum & Educational Services and the Director of Business & Management Services are excluded from the Association.

This agreement shall supersede all prior agreements, regulations, or practices of the Board which are contrary to or inconsistent with its' terms.

The Board and or the Board's representative agree that they will meet exclusively with the Association's designees for purposes of negotiations on any and all matters involving the Richmond Administrators' Association.

ARTICLE II
BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its' own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority given by law. The exercise of powers, rights, authority, duties, and responsibilities by the Board, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement in conformance with the Constitution and Laws of the State of the United States. The Board retains the sole right to manage and conduct its obligations in accordance with the laws of the State of Michigan and should any of the provisions contained therein be inconsistent with said laws, it is recognized by both parties that state law applies.

All administrators shall hold appropriate certification and/or qualifications required by law for the position to which they have been hired. The Superintendent of Schools of the District may reassign and transfer administrators at his/her discretion to other administrative positions for which they are legally qualified.

Administrators shall not be deemed to be granted continuing tenure in their positions established by virtue of this agreement.

The Board and the Association agree that this agreement and all of its provisions and conditions shall be applied without regard to race, creed, religion, color, sex, age, national origin, or marital status.

ARTICLE III
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Board recognizes the expertise of its Administrators and the value of such expertise to the District. The Board will seek the advice and counsel of its Administrators in such matters as the development of policy, establishing job classifications and promulgating rules for the operation of the District. The ultimate decision as to whether to seek the advice and counsel of any Administrator shall rest with the Board.
- B. The Board agrees to furnish to the Association public information as required by the Michigan Freedom of Information Act.

- C. Any Administrator shall have the right to review his or her own personnel file. The Administrator may request to be accompanied by a representative of the Association in such review of said files. The official personnel file shall be maintained at the Superintendent's Office and each Administrator shall have the right to a copy of any material included in his/her file.
- D. Individual Administrative Contracts:
 - 1. All individual administrative contracts shall be made expressly subject to the terms of this agreement.
 - 2. Each administrator shall be issued an individual contract, in an administrative capacity, for a two (2) year period commencing each July 1st. On or before June 1st, of each year, the Board or its designee shall provide notice to those administrators whose contracts are not to be renewed.
 - 3. The two (2) year individual contract provision shall be subject to the following exceptions:
 - a) The Board may issue a one (1) year contract if there is a need for improvement of administrative performance in specific areas, as written in the administrator's formal evaluation.
 - b) The Board may issue a one year contract to individual administrators serving their first year in an administrative position in the District.
 - 4. Administrators' individual contracts shall be issued within thirty (30) days of the effective date of this Agreement.
- E. Any Administrator shall have the right to have an Association representative present during any conference, which relates to disciplinary matters or an investigation, which may lead to disciplinary action.

ARTICLE IV
ADMINISTRATOR'S RIGHTS

No administrator shall be disciplined or reduced in rank without just cause.

- A. For the purpose of this section, discipline shall mean a written admonition, which is derogatory of an administrator's conduct, service, or personality. It shall also mean a written warning to an administrator.
- B. Any complaint made against an administrator, or a person for whom the administrator is responsible, will be promptly called to the attention of the administrator.

- C. Before any material, which originates after the administrator is employed by the district, is placed in an administrator's official personnel file, he shall be given a copy of such material and shall sign the original document to indicate he has read it. If he so chooses, the administrator may attach to the filed document any explanatory remarks he deems appropriate.
- D. The disciplinary admonition shall be signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file.
- E. No administrator shall be suspended or discharged, except for just cause unless he:
1. Has received in writing the specific reasons for such action.
 2. Has been accorded a closed hearing, at his request, before the Board of Education.
 3. It is understood that in the event of suspension (A) and (B) above may occur after such suspension has been affected. However, in no event shall the reasons be given more than one (1) day after such suspension has occurred nor shall the meeting with the Board occur more than five (5) days after requested by the affected administrator.
 4. At any hearing(s) under this provision, the affected administrator shall be entitled to Association representation at his request.

ARTICLE V LAYOFF

Administrators to be laid off for an indefinite period of time will have at least 90 calendar days of layoff notice prior to the effective layoff date.

A. Reduction of administrative staff

Reduction of administrative staff shall be accomplished on the basis performance as of highly effective, effective, minimally effective, and ineffective.

B. In the event of a tie in length of administrative service within the District, the decision shall be based on a consideration of the following factors:

- Certification requirements.
- Length and area of professional experience within the system.
- Length and area of professional experience outside the system.
- Academic training.

- Professional growth.
- Ability to perform the assignment.

In the event that the above factors are identical, a lottery will be held to establish seniority. It is understood that the above factors may not be weighed equally.

C. Any administrator relieved of his duties because of a reduction of staff shall be appointed to the next administrative opening for which he has or may obtain at least temporary certification and for which he is qualified.

D. Creation of new administrative positions

The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing the duties that such new positions shall carry. However, the Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the unit, it shall bargain with the Association on such matters, provided it is obligated to do so by law. And further, the Association at a regular monthly or special conference with the Superintendent may make recommendations regarding the creation of new administrative positions within the unit prior to the Board taking any action on the matter.

E. Staffing Levels

For the life of the contract, in the event a member of Richmond Administrator's Association discontinues employment with the district, the Board has the option to fill the position, leave the position vacant, and/or consolidate the duties of the vacated position with other administrative positions. If the Board chooses to consolidate a vacated position, Article VI of the master agreement will apply in negotiating said consideration.

ARTICLE VI
CHANGE IN ADMINISTRATIVE DUTIES

- A. It is agreed that the Board has the right to define the duties of administrators and assign their administrative responsibilities, under the supervision of the Superintendent, for the planning, management, operation and evaluation of the educational program and services. However, if the Board changes any present duties or responsibilities during the term of this agreement which affect wages, hours, or other terms and conditions of employment it agrees to bargain upon the impact of such changes at the request of the Association.
- B. All vacated or newly created administrative positions within the unit will be posted for a period of five (5) days to members. Any interested administrator who

possesses the appropriate administrative certification may apply for a transfer and shall be considered before candidates from outside the unit are considered.

If the Superintendent denies the transfer request, he will place his reasons for the denial in writing at the request of the administrator.

ARTICLE VII SALARY

The salary schedule for the 2010-2013 and projected scales are attached as Appendix I.

- Explanation of Years 1, 2 and 3

2010-11, 2011-12, & 2012-13 Zero (0)

ARTICLE VIII FRINGE BENEFITS

- A. The Board shall provide all insurance benefits listed herein for the life of this contract. Such benefits shall be provided to each administrator and his/her dependents, as defined below:
1. SET-SEG Flexible Blue 2 100% Health Savings Account health care package until January 1, 2012. Beginning January 1, 2012 the HSA will be funded by the employer at 60% or (\$750/\$1,500) based on a \$1,250/\$2,500 deductible. Other plans may be considered upon pending future quotes. Any changes will be by mutual agreement for a cost savings to both parties.
 2. The employee agrees to a 10% premium share on any other insurance needed to satisfy best practice legislation including employees electing PAK B. This is to be paid through payroll deductions.
 3. SET-SEG Dental with 80/80/80, \$1,000.00 annual maximum and \$1,300.00 orthodontic coverage or like coverage.
 4. Spectera Gold Vision coverage or like coverage.
- B. Administrators not electing insurance benefits as described in Section A. above, shall be provided by the Board with the following insurance benefits, for a full twelve-month period of each school year. The benefits listed below shall be provided to each administrator, not enrolled in benefits in Section A. above, and his/her eligible dependents:
1. Upgraded SET-SEG Dental insurance, including internal and external coordination of benefits.

2. Spectera Gold Vision coverage.
 3. The Board will contribute to a deferred income annuity program, an amount each month equivalent to 60% of the monthly premium for Plan B. The company is to be determined by the employee from the annuity companies offered by the Board. All benefits, conditions and requirements shall be set forth in the policy of taxable deferred income and as interpreted by the annuity company.
- C. The Board may bid coverage annually on a comparable or better insurance benefit package and may choose another insurance carrier if the total savings between packages exceed two percent (2%).
- D. The District shall provide, without cost to the administrators long-term disability insurance for each administrator. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of thirty-six hundred dollars (\$3,600.00) and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the administrator in the event of total disability.
- E. Term life insurance shall be provided for by the Board for each administrator in the amount of, at least, three times said administrator's base pay, as provided for in the salary schedule, not to exceed \$175,000. Also, term life coverage shall be provided in the amount of \$10,000 for the spouse of each administrator and \$5,000 of term life for every dependent child of each administrator.
- F. Retirement shall be paid by the Board of Education.
- G. An annuity of 3% of each administrator's salary shall be provided. This is to be paid to a program of the administrator's choosing on a monthly basis.
- H. Administrators will be granted five (5) personal leave days. Unused personal leave days shall be paid at the end of the school year at a rate of 60% of each administrator's per diem pay. In addition, three (3) extra personal leave days may be granted by the Superintendent, to an administrator, when circumstances warrant. These three (3) days would be added on to the end of the administrator's work year.
- I. Administrators may be granted five (5) flex days to be used during the school year at the discretion of the administrator and with the approval of the superintendent.
- J. The Board may grant leaves of absence. The granting of such leaves shall be based upon written application.
- K. Administrators shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family for up to five (5) duty days for each occurrence. The immediate family shall be defined as spouse, sibling of either spouse, spouse of sibling of either spouse, step children, stepparent, stepsister, stepbrother, father or mother of either spouse, grandparent of either spouse, grandchildren, stepchildren, any other person acceptable as an exemption on the

administrator's income tax or any person who makes his/her home with the administrator and in the judgement of the Superintendent is emotionally dependent on the administrator as members of a household.

- L. At the beginning of each year, 14 sick leave days shall be credited to each administrator. Upon completion of five years of continuous service, any administrator terminating employment will be paid for one-fourth of their unused accumulated sick time at their daily rate of pay. All sick days over 145 unused shall be paid at the end of the school year at a rate of 33%.

A cash out option will be available to administrators at five (5) year increments for up to ½ of remaining sick days at 50% of the administrator's per diem rate. In years opposite the five (5) year increment, administrators may cash in up to four (4) sick days per year at the 50% per diem rate.

- M. When absences resulting from a major personal injury arising out of and in the employment with the Richmond Community Schools which entitles the injured Administrator to compensation under the provisions of the Worker's Compensation Act occur, the Richmond Community School District shall supplement the Worker's Compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all Worker's Compensation checks covering the period from the date of injury to the expiration of the accumulated allowable days of absence are turned into the Superintendent's Office for recording.

- N. Administrators, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60.00) per year of accumulated seniority. An Administrator must have a minimum of ten (10) years' seniority to qualify. In lieu of the above, an administrator may choose to participate in the terminal pay program:

1. The Administrator, upon termination of employment, will receive a terminal payment of sixty dollars (\$60.00) per year of accrued seniority for the first ten (10) years of continuous service.
2. After ten (10) years of continuous service the Board will match up to, a maximum of sixty dollars (\$60.00) per fiscal year deduction for tax sheltered annuities.
3. After twenty (20) years of continuous service the Board will match up to, a maximum of one hundred twenty dollars (\$120.00) per fiscal year deductions for tax sheltered annuities.

- O. Administrators will be allowed to attend state or national conferences as approved by the Superintendent.

- P. The Board recognizes the importance of an Administrator continuing his/her education actively through the many methods available (i.e. workshops, university course work, active participation in professional organizations, professional reading, etc.) Toward this end, the District will pay for tuition, upon the approval of the Superintendent.

Q. Administrators will receive the following stipend for completion of advance degrees: Ed.S. \$750.00 Ed.D./Ph.D. \$1,500.00

R. The Board agrees to pay longevity to the Administrator in the amount of:

- 1% of salary after eight (8) years of administrative employment.
- 1.5% of salary after eleven (11) years of administrative employment.
- 2% of salary after fourteen (14) years of administrative employment.
- 2.5 % of salary after seventeen (17) years of administrative employment.
- 3% of salary after twenty (20) years of administrative employment.

Longevity shall be paid in a separate check on the first pay period during the month of June.

S. A retirement incentive program will be offered to any administrator if the following conditions are met for employees hired prior to Sept. 1, 2011. **Employees hired after Sept. 1, 2011 are not be eligible.**

1. Must retire under state system.
2. Eligible after 15 or more years of administrative service in Richmond for maximum severance of 45% of salary for last year prior to retirement.
3. Retirement benefit prorated after completion of 5 years of administrative service in Richmond: 5=15%, 6=18%, 7=21%, 8=24%, 9=27%, 10=30%, 11=33%, 12=36%, 13=39%, 14=42%, 15 or more =45%
4. The sum to be paid over as period of five years. In order to be eligible for payment, the administrator shall attend the annual start of school year staff orientation session as a consultant. If the administrator is unable to attend and the district is notified thereof in advance of the session, district shall employ the services of a substitute and then make payment to the retired administrator less the cost of the substitute. The district shall notify the retired administrator of the date, time and place of the orientation session no less than fifteen working days prior to such session. Failure to notify shall make the retired administrator eligible for full payment. Failure of the retired administrator to attend the orientation session or arrange for a substitute shall result in forfeiture of the consultant pay eligibility for that year. In the event a retired administrator dies with years of consultant pay eligibility remaining, the district shall pay to his/her estate, in a lump sum, the consultant pay the deceased administrator would have received if he/she had lived and had exercised eligibility by attending the orientation session for each year of eligibility.

T. The contract year for Administrators will consist of the following number of work days:

	<u>WORK DAYS</u>
High School Principal.....	210

Middle School Principal.....	205
Elementary Principal.....	205
High School Assistant Principal.....	205
Middle School Assistant Principal.....	205
Elementary Assistant Principal.....	205
Assistant Principal of Athletics and Student Services....	210
Special Services/Curriculum Director.....	210

- U. The contract year for administrators will be from July 1 to June 30.
- V. Personal and sick days (and vacation days if applicable) will be prorated for the final year of employment in the event an administrator leaves before the contract year is concluded.
- W. A committee will study and possibly implement a bonus payment plan based on performance goals/standards.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1 – Definition of Grievance:

A grievance shall be deemed to be any disagreement between the Board of Education and one or more of the employees represented by the Association as to the interpretation, application, or alleged violation of any provisions of this agreement

Section 2 – Settlement of Grievance:

All grievances shall be settled in accordance with the grievance procedure as set forth below:

Step 1: Any employee having a grievance shall first take up the matter with his immediate supervisor. If the grievance is not settled as discussed at Step 1, it shall be reduced to writing and signed by the grievant within ten (10) work days after discussion with the supervisor. If a grievance relates to a matter affecting several employees, it may be signed by one effected employee and moved automatically to Step 2.

Step 2: The written grievance shall be presented to the Superintendent for his review. The parties shall schedule a meeting to discuss the grievance with the superintendent within ten (10) workdays of its submission. The grievant and his association representative are entitled to be present at this meeting. The Superintendent shall give his written decision on the grievance within ten (10) workdays following this Step 2 meeting.

Step 3: In the event the grievance is not satisfactorily settled in Step 2, the Association may request that the grievance be submitted to the Board of Education for its'

consideration. Such submission shall be done in writing to the Board President within ten (10) workdays of the receipt of the Superintendent's decision. The issue shall be placed on the board agenda at the next possible meeting date. The Association representative may address the Board and present any evidence the Association wishes the Board to consider in the disposition of the grievance. The Board of Education will give a written response on the grievance within ten (10) workdays of the meeting as discussed in this step.

Step 4: If the Association is not satisfied with the disposition made by the Board, the grievance, at the option of the Association, may be referred for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Only the Association may take a grievance to arbitration. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with the Board's chief executive officer written notice of its intention to arbitrate within five (5) school days of receipt of the written disposition of the Board. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement, or Board rule, order, policy, or regulation. Both parties agree to be bound by the award of the arbitration and agree that judgment thereon may be entered in any court of competent jurisdiction. Each party shall bear its own arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

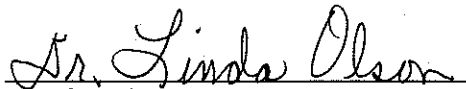
DURATION OF AGREEMENT

This Agreement shall be effective July 2010 and continue in effect until June 30, 2013, provided that upon written notice to the other party at least sixty (60) days and not earlier than ninety (90) days, prior to the first day of May 2013, either party may request the reopening of negotiations for the next succeeding fiscal year. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year written below:



Dated this 14th day of Sept. 2011.

BOARD OF EDUCATION


Superintendent

RICHMOND ADMINISTRATORS' ASSOCIATION


President



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