

CHEBOYGAN AREA SCHOOL DISTRICT

CHEBOYGAN, MICHIGAN

2013 - 2016

AGREEMENT  
BETWEEN THE

CHEBOYGAN AREA SCHOOL DISTRICT  
AND

**DIRECTORS:**

HUMAN RESOURCE DIRECTOR  
STATE REPORTING DIRECTOR  
TRANSPORTATION/MAINTENANCE DIRECTOR

July 1, 2013 – June 30, 2016

APPROVED BY THE BOARD OF EDUCATION ON 5.13.13

## CHEBOYGAN AREA SCHOOLS DIRECTOR'S AGREEMENT

This Agreement is entered into this 13<sup>th</sup> day of May, 2013, by and between the Board of Education of the Cheboygan Area Schools, hereinafter "BOARD" and the Transportation/Maintenance Director, State Reporting Director, and Human Resource Director of the Cheboygan Area Schools, hereinafter "DIRECTORS".

### RECOGNITION

The Board hereby recognizes the Transportation/Maintenance Director, State Reporting Director, and Human Resource Director of the Cheboygan Area Schools, regularly employed by the Board, for the purpose of negotiating the terms of this Director's Contract applicable to the employment of each.

### 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 director positions, determine the duties and responsibilities of directors, and the adoption of rules and regulations governing the conduct of directors. 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 Board of Education agrees to grant twelve (12) days leave each year for illness. Five (5) of these days may be used for personal business days. These personal business days are not accumulative.
- B. All leave days, including personal business days, shall be deducted from the accumulated sick leave bank of the Directors.
- C. Sick leave policy accumulative to 200 days.
- D. Directors will be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the employee's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law. This applies to all "step" relations, i.e. stepbrother, stepchild, etc. Additional bereavement days beyond three (3) may be granted by the superintendent in extraordinary circumstances. Bereavement days will not be deducted from sick leave.

II  
VACATION ALLOWANCE

A. Directors will receive vacation allowance on the following basis:

Years of Service	Vacation Allowance
After 1 full year - 3 years	5 days
3 through 7 years	10 days
More than 7 years	17 days

B. The following are non- work days, beyond the legal holidays, for which there will be no salary or wage reduction.

- Fourth of July, plus one (1) day
- Labor Day, plus the preceding Friday
- Thanksgiving, plus the following Friday
- Winter Break Days
- Spring Break Days
- Good Friday, plus one (1) day
- Memorial Day

III  
WORK SCHEDULE

A. Directors will work 52 weeks per year, less paid vacation time and scheduled holidays.

IV  
FRINGE BENEFITS

A. Health Insurance

1. The BOARD shall provide health insurance to each DIRECTOR with Board contributions per State law. Any remaining premium costs shall be paid by the employee through payroll deduction. Health insurance will be reviewed annually by the group and the Board without opening any other areas of this contract. The plan agreed upon by the group and Board will remain in effect for the medical billing year. If the insurance premiums fall below the State "hard cap", the Board will provide to the DIRECTORS the difference of the cap and insurance premium.
2. An employee may elect to receive, in lieu of payments toward the cost of insurance premiums, monthly cash payments equal to thirty percent (30%) of the monthly payment amount which would have been paid toward the cost of the monthly insurance premium to which he/she would have been entitled. The employee may choose to defer these cash payments into the annuity of his/her choice.

B. Dental Insurance

1. The Board will pay 100% of the premium for a dental insurance program similar to the plan in effect for administrators during the duration of this contract.

C. Optical Insurance

1. The Board will pay 100% of the premium for an optical insurance program similar to the plan in effect for administrators during the duration of this contract.

D. Long Term Disability Insurance

1. The Board will pay 100% of the premium for a long term disability insurance program similar to the plan in effect for administrators during the duration of this contract.

E. Life Insurance

1. The Board agrees to provide Life Insurance coverage in the amount of \$50,000. The Term Life Insurance will carry provisions for accidental death and dismemberment protection.

V

EARLY RETIREMENT INCENTIVE PROGRAM

- A. Any Director who reaches the age of fifty-five (55), or forty-six (46) if MIP member, and has not less than seven (7) consecutive years of service as a Director in the Cheboygan Area Schools shall have the option to be granted an early retirement supplemental pay incentive.

1. Conditions of Early Retirement

- a. When opting for the retirement program, Director must for the purpose of continuity, complete the first semester or complete the entire year.
- b. The retirement incentive will be computed based on the Director's actual attained age at the time of retirement.
- c. The written declaration to the Superintendent by the Director to request early retirement shall be made by March 15<sup>th</sup> of the year in which retirement will occur. Addendum A must also be signed by March 15<sup>th</sup>.

2. Benefits of Early Retirement

- a. Allowance

For purpose of this agreement, the normal retirement age shall be

considered to be 65 years of age. The Board agrees to pay the following allowances as a one-time payment upon early retirement. The allowance shall be based upon the number of years earlier than normal retirement age at which the employee elects to retire.

<u>YEARS PRIOR TO NORMAL RETIREMENT AGE</u>	<u>AMOUNT</u>
10	\$6,000
9	5,500
8	5,000
7	4,500
6	4,000
5	3,500
4	3,000
3	2,500
2	2,000
1	1,000

In the event that a court of law rules this section to be null and void, the parties shall negotiate a fringe benefit of equal value.

**B. Insurance for Early Retirement**

1. In addition to the above allowance, the early retiree shall select one of the following options upon retirement:
  - i. A payment of two thousand dollars (\$2,000) per year, payable for a maximum of seven (7) years from the date of retirement, or until reaching normal retirement age as defined in this section, whichever is less.
  - ii. A one-time lump sum payment of \$10,000

**C. Severance for Early Retirement**

1. When electing early retirement under provisions of this section, Director shall receive a payment of 60% per diem rate for each of his/her unused sick leave days, up to a maximum of one-hundred fifty (150) days. This one-time payment will be calculated upon the number of days in the Director's individual sick leave account at the time of retirement.

ADDENDUM A

Retirement Waiver and Release

I hereby acknowledge that the Early Retirement Incentive Program available to me is intended to be a bonafide employee benefit plan and not a subterfuge to evade the purpose of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the program is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the Early Retirement Incentive Program, I hereby release the Cheboygan Area Schools, its Board of Education, and employees from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliot-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the early Retirement Incentive Program benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking this retirement proposal and that I have had the opportunity to consult with others regarding this decision.

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cheboygan Area Schools Representative

VI  
COMPENSATION

A. Salary Schedule

Director compensation 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>2013-2014</u> <b>(2% Increase)</b>	<u>2014-2015</u> <b>(1.5%)</b>	<u>2015-2016</u> <b>(1.5%) WAGE FREEZE</b>
Transp/Maint Director (238 Days) No overtime will be paid to the Director.	\$76,693	\$77,843	\$79,011
State Reporting Director (238 Days)	\$52,228	\$53,012	<del>\$53,807</del>
HR Director (238 Days)	\$52,228	\$53,012	<del>\$53,807</del>

C. Longevity

The Board agrees to pay longevity based on the years of consecutive, uninterrupted, in-district service. Longevity will be paid on every 5-year anniversary. After the 20<sup>th</sup> year, the rate for every fifth year will be the same as the “After 20 Full Years” step.

After 5 Full Years	\$1,250
After 10 Full Years	\$2,500
After 15 Full Years	\$5,000
After 20 Full Years	\$8,000

After the 20<sup>th</sup> year of service, if the Director retires from the Cheboygan Area Schools and qualifies for retirement under the Michigan Public School Employees Retirement System, a longevity payment will be paid equal to \$1,500 per year for the 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup> year respectively.

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

D. The Transportation Director will receive \$500 per month for use of personal vehicle. District will pay .29 cents per mile for out-of-school district travel. This mileage allowance covers all in-district travel and travel to and from the COP ESD office.

VII  
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 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 or any application of the Agreement 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.

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2013 and shall continue in effect until the 30<sup>th</sup> day of June, 2016.

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Transportation/Maintenance Director

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Board President

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State Reporting Director

\_\_\_\_\_  
Board Secretary

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Human Resource Director

\_\_\_\_\_  
Superintendent