

MASTER AGREEMENT

between

CHARLOTTE ASSOCIATION OF SCHOOL ADMINISTRATORS

and

CHARLOTTE BOARD OF EDUCATION

Charlotte, Michigan

July 1, 2018– June 30, 2019

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BOARD RECOGNITION

The Board of Education of Charlotte Public Schools recognizes the Charlotte Association of School Administrators as the exclusive bargaining representative under the Public Employment Relations Act for the purpose of collective bargaining with respect to rates of pay, hours of employment and conditions of employment for all Building Principals, Athletic Director, Director of Special Education and other administrative positions excluding Superintendent, Associate Superintendents, teaching employees and all non-instructional personnel.

ANNUAL ADMINISTRATIVE WORK SCHEDULE

The specific scheduling of work days within a work year for an individual administrator shall be determined by the Superintendent.

In addition to the right to reduce staff reserved in this Agreement, the District retains the right to reduce or increase the number of work days associated with a particular administrative position.

- A. MID-WINTER BREAK: Administrators shall have mid-winter break off to reflect the same days as in the current teacher agreement.
- B. VACATIONS AND HOLIDAYS:
 - 1. Forty-eight (48) week administrators shall be eligible for a maximum of twenty (20) vacation days.
 - 2. Charlotte Association of School Administrators, who attend specifically designated district training or planning sessions and are not already scheduled to work, shall receive one exchange vacation day for each full day worked. The vacation days should be taken during days that students are not in attendance. Prior approval of the Superintendent is required.
 - 3. All Administrators covered by this Agreement shall be entitled to the following paid holidays provided that the administrator would have otherwise been scheduled to work on the particular holiday in question:
 - a. New Year's Day
 - b. Day before New Year's Day
 - c. Good Friday (if school is not in session)
 - d. Memorial Day
 - e. Fourth of July
 - f. Labor Day
 - g. Thanksgiving
 - h. Day after Thanksgiving
 - i. Day before Christmas and Christmas Day

LEAVES OF ABSENCE

- A. **PERSONAL BUSINESS LEAVE:** Three (3) days per contract year with pay will be allowed for personal business leave. Personal business leave, in all cases except emergency, requires at least two (2) days advance notice to the Superintendent. Unused personal business leave days will be rolled into administrator's personal sick leave bank.
- B. **BEREAVEMENT LEAVE:** A maximum of five (5) days with pay will be allowed for a death in the immediate family. "Immediate family" is defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather, brother-in-law, sister-in-law, grandchild and others living within the household of the administrator. The days should be consecutive unless prior approval is received from the superintendent.

Time necessary for attendance at the funeral service of a person whose relationship to the administrator warrants such attendance may be granted if approved by the Superintendent, or his/her designee.

- C. **SICK LEAVE:** At the beginning of each contract year, each Administrator shall be credited with eight (8) paid days of leave for his/her own illness or disability.
1. Such sick leave shall accumulate up to a maximum of one hundred twenty (120) days.
 2. A part-time employee shall receive a pro-rated portion of sick leave at the beginning of his/her contract.
 3. Sick leave days may be utilized for the following reasons:
 - a. Personal illness or injury.
 - b. Illness in the immediate family (as defined under funeral leave above).
 - c. Health appointments.
 4. **WORK RELATED ILLNESS/INJURY:** An administrator who is absent because of an injury, disability or illness under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for workers' compensation benefits:
 - a. The administrator may elect to receive workers' compensation benefits only.
 - b. The administrator may elect to receive the difference between his/her regular compensation and the amount received as workers' compensation benefits. This salary differential shall be computed on a percentage basis, and this percentage or fraction of sick leave shall be deducted from the administrator's sick leave accumulation. (For example: if workers' compensation pays 60% of full pay, sick leave will pay 40% and sick leave accumulation of the administrator shall be charged .4 of a day for each day so used.) Administrators shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

- D. MEDICAL CARE LEAVE: Administrators may take two (2) days with pay per year to make arrangements for medical or nursing care for a member of their immediate family (immediate family is defined under funeral leave).
- E. PERSONAL ILLNESS OR DISABILITY (INCLUDING MATERNITY) LEAVES: A one (1) year maximum personal illness or disability leave shall be granted without pay upon written application to the Superintendent for Administrators having one or more years of service to the district. In considering leave or leave renewal requests pursuant to this section the District shall consider the impact of the administrator's absence, the potential for reallocation of job responsibilities during the period of absence, and the prognosis for the administrator's return to service at the expiration of the leave interval. Administrators having less than one (1) year of administrative service in the District at the time of the leave request and who are granted leave by the Board may be allowed a maximum leave of ninety (90) days for the above purposes.
- F. CHILD CARE LEAVE: A one (1) year maximum childcare leave may be granted without pay upon written application to the Superintendent. Such leave, if approved, is available immediately at the conclusion of sick or disability leave connected with childbirth or adoption or, if no sick/disability leave has been utilized for this purpose, immediately after the birth or adoption of the child who is the object of leave. To be eligible, the Administrator shall have been employed for three (3) years, unless leave is required to be granted under the Family and Medical Leave Act.
- G. FAMILY AND MEDICAL LEAVE: Leaves granted under Sections E and F of this Article to eligible administrators shall be regarded as taken under the Family and Medical Leave Act of 1993 and shall be counted toward allotment of such leave to an administrator.

To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible administrator shall be granted leave and the other rights specified by the law. When leave is taken by an eligible administrator under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded to it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible administrator rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. The leave year shall be calculated on a rolling backward basis, except for military care giving leave which, by law, must be calculated on a rolling forward basis.

- H. STUDY LEAVE: A one (1) year maximum study may be granted without pay upon written application to the Superintendent. To be eligible, the administrator shall have been employed for three (3) years.
- I. SABBATICAL LEAVE: Administrators who have been employed for seven (7) years in the Charlotte Public Schools may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the administrator shall be considered to be in the employ of the Board and shall be paid one-half (1/2) his/her full annual salary and any insurance provided by the Board in this Agreement. Procedures and conditions for this leave shall be determined on a case-by-case basis.

- J. **COMPENSATORY TIME:** Up to three (3) additional days of time off per contract year may be granted to administrators upon written request and approval by the Superintendent. Consideration for compensatory time will be given for extenuating circumstances such as negotiations or equally demanding time commitments.
- K. **ADMINISTRATIVE CONFERENCE ATTENDANCE:** Each Administrator may attend one (1) state conference annually and/or one (1) national conference every three (3) years as authorized by the Superintendent. Scheduling of such conferences is subject to the approval of the Superintendent. The Board shall reimburse the Administrator for all expenses, within Board policy, incurred at said conference. This does not preclude Administrator attendance and reimbursement for additional training mutually agreed to by the Superintendent or designee.

EVALUATION PROCEDURES FOR CHARLOTTE SCHOOL ADMINISTRATORS

- A. School administrator evaluations will be conducted by the Superintendent or designee in accordance with Charlotte Public Schools' Board Policy 1420. Administrators will be evaluated using the district evaluation tool, which is aligned to the Charlotte School Board policy. Student growth data used for administrator evaluations will be aligned with the student growth data used as part of the teacher evaluation process. Nothing in this Agreement shall be implemented if not in compliance with the requirements for administrative evaluations in 1249b of the Revised School Code. The elements of Section 1249b supersede any terms in this Agreement, consistent with state law.

Any administrator who is evaluated by a district designee and does not agree with his/her rating, shall have the right to appeal his/her evaluation to the Superintendent. This shall be initiated in writing within two business days of receiving his/her rating from the district designee.

- B. **ANNUAL EVALUATION TIMELINES:**
 - 1. All administrative evaluations will be completed prior to June 15, with a copy of the final evaluation report to each administrator by that date.
 - 2. For a first year administrator or an administrator performing in less than a satisfactory manner, the Superintendent may elect to conduct continuing evaluations and follow-up sessions. The formal evaluation process for this administrator will be completed by April 30 with written notification of resolution.

ADMINISTRATIVE COMPENSATION

A. ANNUAL BASE SALARY FIGURES:

July 1, 2018 - June 30, 2019			
Weekly Base Salary \$2,016			
POSITION	RESPONSIBILITY FACTOR	WORK DAYS (WEEKS)	ANNUAL BASE SALARY
High School Principal	1.09	240 (48 weeks)	\$105,477
Special Education Director	1.06	230 (46 weeks)	\$98,300
Upper Elementary Principal	1.06	225 (45 weeks)	\$96,163
Middle School Principal	1.05	225 (45 weeks)	\$95,256
Athletic Director	1.03	220 (44 weeks)	\$91,365
Galewood Principal	1.05	220 (44 weeks)	\$93,139
Parkview Principal	1.05	220 (44 weeks)	\$93,139
Washington Principal	1.05	220 (44 weeks)	\$93,139
High School Assistant Principal	1.05	215 (43 weeks)	\$91,022

Longevity advancements will occur with the start of the individual's 2018-2019 contract, upon receiving an effective or higher performance rating on the most recent evaluation.

- B. **LONGEVITY PROVISIONS:** Administrators must have five years administrative experience in the District to be eligible for longevity. After four (4) years of professional service as a teacher or an administrator with the District, the administrator shall receive a longevity payment that shall be a factor of 2 percent of the scheduled base salary. After nine (9) years of professional service as a teacher or an administrator with the District, this factor shall be increased to 4 percent. After fourteen (14) years of professional service as a teacher or an administrator with the District, this factor shall be increased to 5 percent. After eighteen (18) years of professional service as a teacher or an administrator with the District, this factor shall be increased to 6 percent. After twenty two (22) years of professional service as a teacher or an administrator with the District, this factor shall be increased to 7 percent. Longevity will be implemented at the start of each contract year, July 1, unless otherwise noted above.
- C. **RESPONSIBILITY FACTOR:** The administrative salary schedule shall contain responsibility factors based upon the relative level of responsibility. The Superintendent reserves the right to adjust responsibility factors in response to either alterations in the administrative structure of the District or in the responsibilities associated with a particular administrative position.

- D. Further, in compliance with Section 1250 of the Revised School Code, all bargaining unit members rated at least “highly effective” that year shall share equally as part of their compensation, a pool totaling \$5,000.00. If no members were rated “highly effective,” all members receiving an “effective” rating shall share the aforementioned pool.

INSURANCE

The Board of Education, for a twelve-month period beginning July 1 during each year of this Agreement, shall make premium contributions, subject to the provisions below, on behalf of employees (and their eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during the open enrollment and that election shall be irrevocable until the next succeeding open enrollment period, unless compelling family circumstances necessitate change, as approved by the applicable policyholder, underwriter and/or insurance carrier.

A. Option Package 1

1. Upon submission of written application and acceptance by the policyholder and/or carrier, the Board shall make monthly premium payments for health, dental, vision, life, and long term disability insurance as described below. The Board’s premium contribution obligation for health insurance is specified below.

Board Contribution for Health Insurance shall be as follows:

July 1, 2018 – June 30, 2019

\$530 per month for single subscriber

\$1,050 per month for two-party

\$1,209 per month for full family

Any health plan medical benefit costs required to maintain coverage in excess of the Board monthly contributions specified above for Option Package 1 shall be the responsibility of the bargaining unit member and shall be payroll deducted from the wages of that individual.

It is acknowledged that the monthly amount contributed by the Board (as set forth above) shall first be allocated to the premium (and other medical benefit plan costs) for the health plan with any remaining amount of the Board's designated contribution then allocated to fund the HSA deductible, if employee is participating in a CPS HSA eligible high deductible health plan.

Example: The HSA single subscriber premium is \$435. The Board would first allocate \$435 of its \$530 monthly contribution for other medical benefit plan costs (as specified above) to the HSA premium (and other medical benefit plan costs) with the remaining \$95 deposited to the employee's HSA deductible.

2. This option package shall include the following:

- a. An Employer selected health plan as determined by the Board.
- b. An Employer selected dental plan.
- c. Term Life Insurance in the amount of \$80,000 with AD&D
- d. An Employer selected vision plan.
- e. Long Term Disability: 66 2/3%, \$4,000 maximum, 90 calendar days-modified fill, pre-existing condition, freeze on offsets, alcoholism/drug addiction and mental/nervous-same as any other illness. The employee and the District are restricted and bound by the certification requirements of the LTD carrier.

B. Option Package 2

1. Upon submission of written application and acceptance by the policyholder and/or carrier, the Board shall make monthly premium contributions for dental, vision, life, and long term disability insurance as well as increased wages as described below.
2. Option Package 2 shall include the following:
 - a. An Employer selected dental plan.
 - b. An Employer selected vision plan.
 - c. Term Life Insurance in the amount of \$80,000 with AD&D
 - d. Long Term Disability (same as Option 1)
 - e. A cash payment in the amount of \$360 per month to be paid in accordance with the District's Section 125 Flexible Benefits Plan. All cash in lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.

C. The Board agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverage between the insurance carrier, policyholder and/or underwriter and employees or their dependents or beneficiaries shall be a matter solely between the employee and the insurance company.

D. The terms of any insurance contract or policy issued by any insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage and other related matters. The Administrator is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. The School District, by payment of

its share of the insurance premiums indicated above, shall be relieved from any and all liability with respect to insurance benefits programs.

- E. Changes in family status shall be reported by the administrator to the human resources office within thirty (30) days of such change. The Administrator is responsible for any overpayment of premium made by the District on his/her behalf for failure to comply with this paragraph.
- F. Upon termination of employment (also including leaves of absence and layoff), the Administrator is entitled to have issued to him/her, without further evidence of insurability, a policy of life insurance in any one of the forms customarily issued by the insurance company, except term insurance, (to the extent required under the Michigan Instructional Code) in an amount equal to the protection the Administrator enjoyed under the group insurance policy plan in effect under this Agreement. In order to exercise this right, it is necessary that the Administrator make application directly to the insurance underwriter within thirty-one (31) days of his/her date of separation. If the Administrator is interested in exercising this right of conversion, he/she should obtain the mailing address of the insurance carrier from the personnel office.
- G. The administrator is entitled to reimbursement of \$150 annually for invoices relating to the cost of a physical examination if not covered under the health insurance plan. Copies of invoices and reimbursement form must be submitted to the business office for processing.

MISCELLANEOUS

- A. Membership dues may be paid to organizations approved by the Superintendent which are related to the administrator's job responsibilities.
- B. Credit Hour Reimbursement: Administrators shall be reimbursed a maximum of 8 semester hours annually (July 1-June 30) for successful completion of courses beyond a Bachelor's degree, leading to or beyond a Master's Degree which are related to the Administrator's position responsibilities. To be eligible for reimbursement, the course work must be designed to maintain or improve skills required of the Administrator in his/her current employment relationship or to satisfy the requirements of the School District for retention of the administrator's established employment relationship, status, or rate of compensation. Requests for reimbursement are to be submitted with the transcript by October 15. Coursework must be approved in advance by the Superintendent.
- C. Administrators shall be reimbursed by the District for fees imposed by the Michigan Department of Education for issuance or renewal of an administrator certificate. Reimbursement shall only apply to issuance of the certificate of administrator issued under Section 1536 of the Revised School Code for an administrative position to which the administrator is assigned by the School District. Fees for any additional administrator certification as well as teacher certification will be the sole responsibility of the individual administrator. Reimbursement shall be limited to the fees for in-state applicants set forth in Section 1538 of the School Code of 1976 or its successor provision.

- D. Severance Provision: Administrators who have at least 10 years of service with Charlotte Public Schools, 5 years of which are as an administrator, and terminate employment with the District shall receive a severance benefit equal to 100% of their current, unused sick leave balance at the rate of \$75 per day. The maximum payment under this provision shall be for ninety-five (95) sick leave days. This provision shall not apply to administrators whose employment is terminated in accordance Contract Guidelines, Section H, paragraph 2.

CONTRACT GUIDELINES

- A. The parties to this Agreement recognize and agree that continuing tenure in any administrative position or non-classroom assignment shall not be acquired and is specifically denied.
- B. The terms of this Agreement shall supersede any expressly conflicting or contrary terms governing the same subject matter contained in any individual contract of employment between the School District and an Administrator covered by this Agreement. The terms of this Agreement shall prevail over the terms of any individual contract of employment to the extent of any express inconsistency or conflict.
- C. The administrator must hold all certificates and credentials required by law, including applicable provisions of the Revised School Code, of the State School Aid Act, Michigan Department of Education Regulations and by the District to serve in the position assigned. Further, the administrator must possess proper credentials required for the School District to maintain accreditation at the educational level supervised by the administrator. If at any time an administrator fails to hold appropriate certificates and credentials, (as defined above) for the position assigned, the administrator's employment shall be immediately terminated and the District shall have no liability for any further payments or obligations under any contract of employment with said administrator.
- D. The length (term of years) of an administrator's individual contract at the time of initial hire shall not exceed two (2) years. Alternatively, the District may INITIALLY issue annual (one year) contracts for any combination of years, to and including completion of the administrator's third full year of employment with the District.

Not later than the conclusion of the administrator's third full year of employment with the District, consideration shall be given to issuance of a two (2) year contract. If the administrator's performance, as determined by the Superintendent, is rated "effective" or higher a two (2) year contract may be offered to the administrator. If such an offer is not forthcoming from the District, the administrator will be advised by the Superintendent of the reason(s) underlying that decision.

An administrator who is issued a two year contract who does not subsequently maintain or attain desired performance objectives, as determined by the Superintendent, and/or who receives deficient or unacceptable evaluation ratings, may be returned to annual (one year) contract status by the withholding of further extension of his/her previously issued two year individual continuing contract.

Nothing in this section shall constitute a limitation on the right of the District to dismiss an administrator during the term of any individual contract, to undertake non-renewal of an administrator's contract at its expiration, to effectuate a reduction of administrative staff as is contemplated in this Agreement or as is otherwise authorized by law, or to subsequently determine to reissue or not reissue a two (2) year contract to the administrator.

- E. The Administrator is subject to assignment and transfer at the discretion of the Superintendent. In that event, the Administrator's compensation and working conditions shall be consistent with the assignment to which reassignment or transfer is made.
- F. The Administrator shall perform his/her duties competently and agrees to follow all rules, regulations and directives of the Board and the Superintendent.
- G. The Board shall be entitled to terminate an Administrator and his/her individual contract in the event of the Administrator's inability to perform the essential functions of his/her position responsibilities with or without reasonable accommodation, for a period exceeding the maximum leave interval specified in this Agreement (Leaves of Absence, ¶E), due to mental or physical disability.

Further, the Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence if the Administrator breaches the terms and conditions of this Agreement or his/her individual contract of employment or for causes found to be sufficient by the Board.

In the event that the Board undertakes to dismiss the Administrator during the term of his/her individual contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of his/her individual contract, that contract shall automatically terminate and the Board shall have no further obligation hereunder or under this Agreement as regards the subject administrator. An administrator's individual contract and administrative appointment may be non-renewed at its conclusion at the discretion of the Board, according to the procedural requirements of the Revised School Code.

Administrators shall be required to own a cellular telephone which shall be available for school business.

H. REDUCTION OF ADMINISTRATIVE STAFF

- 1. The District and administrators recognize that financial circumstances, enrollment conditions and/or administrative reorganization within the District could require a curtailment of program, including the reduction and elimination of administrative positions. The parties acknowledge that such determinations are within the exclusive discretion of the Board and that the Board may, in the exercise of that discretion, separate individual administrators prior to the termination date of their individual administrative contracts.

2. In the event that the Board determines to reduce administrative staff, an initial assessment will be made by the Board to determine the administrative functions to be maintained to meet the management and instructional needs of the District. As a result of that assessment, the Board will then identify any administrative position(s) which will be impacted by the reduction.
3. The Board shall then notify those administrators currently assigned to the positions affected by the reduction not less than thirty (30) calendar days prior to the effective date of layoff.
4. In the event of separation from employment during the term of this Agreement or pursuant to any individual contract of employment between an administrator and the District, all contractual obligations shall automatically terminate as of the day of the effective date of layoff and the District shall have no further obligation pursuant to the terms of this Agreement or under any individual contract of employment.
5. The administrator shall be eligible for recall from layoff for a period of three (3) calendar years from the date of layoff or the length of his/her administrative service with the Board until the time of layoff, whichever interval is shorter. Administrators are eligible for recall to any vacant administrative position for which they possess the requisite qualifications, as determined by the District.

The District shall give written notice of recall by certified mail to the administrator's last-known address. It shall be the responsibility of the administrator to keep the District informed of his/her current residential address for purposes of receiving recall notices. Should the administrator fail to report to work at the time specified in a recall notice, he/she shall forfeit all further rights to employment with the District and shall be regarded as a voluntary quit.

6. When an administrator voluntarily accepts a vacant classroom teaching position in Charlotte Public Schools to prevent another administrator from being laid-off, for a period of five (5) calendar years he/she shall be allowed the option of applying and being considered for a vacant administrative position for which he/she is qualified to hold.

This Agreement is entered into this 11th day of June, 2018, by the undersigned parties. This Agreement shall expire on June 30, 2019.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. The effective date of this Agreement is July 1, 2018.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

Charlotte Public Schools

Charlotte Association of School Administrators

Ron Schultheiss
Board of Education Secretary

Bill Barnes
Unit Representative

Mark Rosekrans
Superintendent

Sharee Burdick
Unit Representative

Signed document available for inspection by contacting the Central Administrative Offices