

AGREEMENT BETWEEN

THE CLIO AREA SCHOOLS BOARD OF EDUCATION

AND

**THE CLIO AREA SCHOOLS ASSISTANT
SUPERINTENDENTS**

2008-09, 2009-10, 2010-11 AND 2011-12 SCHOOL YEARS

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**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Clio Area Schools Assistant Superintendent's, hereafter referred to as the "Administrator", as the exclusive bargaining representative for all full time assistant superintendents 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. 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. 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 may be filled on a temporary basis not to exceed one (1) semester, and the Administrator shall be paid at the rate for that positions for that period according to the current salary schedule, or his/her normal wages, whichever is greater.

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 nor 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.

<u>Classification</u>	<u>Work Days</u>
Assistant Superintendent for Curriculum & Instruction	Year Round
Assistant Superintendent for Business & Operations	Year Round

B. 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. 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.

C. School Closing

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

D. Vacation

1. Year round Administrators shall have the following vacation time accrual:

0-19 Years	15 Days
20+ Years	20 Days

2. **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. NOTE: Vacation days earned prior to August 31, 2006, and not used prior to separation from the district, will be paid at the administrator's daily rate upon separation from the district.**

**ARTICLE VIII
COMPENSATION**

A. Salary Schedules

Salaries for the 2008-09, 2009-10, 2010-11 and 2011-12 school years will be paid in accordance with the following schedules:

2008-09 School Year

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Assistant Superintendent for Curriculum	\$112,432	\$115,432	\$118,432
Assistant Superintendent for Business	\$112,432	\$115,432	\$118,432

Years 2009-10, 2010-11, and 2011-2012 will increase by 50% of the percentage increase in the State Aid Foundation Allowance from the previous year, with a minimum of 1% and a maximum of 3%. If there is no increase in the Foundation Allowance, a 0.75% increase shall be applied. If the Foundation Allowance has not been determined by July 1st, then the 0.75% shall be applied. When the actual Foundation Allowance is determined, any increase above the minimum will be pro-rated over the remainder of the contractual year.

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.

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**. Administrators will be eligible for deferred compensation in accordance with the following schedule:

2009-12	\$3,250
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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.

E. Value Added Initiative

The Board and Administrators agree that there are professional practices that enhance student success. To that end, the parties have defined below student outcomes and professional practices that shall be the focus of this Value Added Initiative:

1. Attendance at administrative staff meetings, August administrative professional development and participation in leadership activities.
2. Each Administrator will participate in 12 additional hours of professional development outside of district offered teacher professional development.
3. Meet with board goal team and prepare board goal report to present at each month's administrative staff meeting.
4. Each administrator attends four student activities per semester.
5. Each administrator will participate in a Clio community service organization.
6. Each staff/department directly reporting to the administrator must achieve their value added incentive.

A lump sum payment of 1.0% of salary will be paid if all the above outcomes and practices are achieved.

F. 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:

2008-2012 \$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.

A. Cash in lieu of Benefits

Administrators electing "PLAN B" shall receive \$192 per month (\$2,304 yearly) to be paid to a tax-sheltered annuity program or cash option.

B. 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 12 sick days annually.

B. Personal Business Leave

Of the paid sick days listed above, five (5) may be used for personal business 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, at a minimum, measure the Administrator’s performance and/or job goals, which are developed jointly by the Administrator and his/her evaluator.

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 **who** are required to possess cellular telephones will have **the cost reimbursed** by the Board. **The Superintendent will determine whether a cellular telephone is needed and the rate of the plan that will be reimbursed.**

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.

F. Contract Duration

This agreement shall continue in full force and effect for a period of four (4) years, commencing on **July 1, 2009 and ending on June 30, 2012.**

CLIO AREA SCHOOLS
BOARD OF EDUCATION

CLIO ASSISTANT
SUPERINTENDENTS

Date

Date

APPENDIX A

The Administrator must choose either Plan A or Plan B.

1. **PLAN A:** For Employees Requiring Health Insurance

Health: MESSA Choices II Specifications or comparable
\$10/\$20 Drug Card Copay

Long-Term Disability: 70% of monthly salary up to \$5,000
90 Calendar Days – Modified Fill
Freeze of Offsets
Alcohol/Drug – Same as any other illness
Mental/nervous – 2 years
COLA – 5%
10% Minimum Payout
3 month Survivor Benefit

Delta Dental: 100/100/80: \$1,000 Annual Max
50 \$1,500 Lifetime Max

Life Insurance: 2 x Salary AD&D – Administrators

Vision: VSP-3

2. **PLAN B:** For Employees Not Requiring Health Insurance

Long-Term Disability: 70%
Same as above

Delta Dental: 100/100/80: \$1,000 Annual Max
50 \$1,500 Lifetime Max

Life Insurance: 2 x Salary AD&D – Administrators

Vision: VSP-3

Cash Option: Per Article IX, Section A