## PROFESSIONAL MASTER CONTRACT

# AGREEMENT BETWEEN

## **CROSWELL-LEXINGTON COMMUNITY SCHOOLS**

## **AND**

# **CROSWELL-LEXINGTON ADMINISTRATIVE ASSOCIATION**

2014 - 2015

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# ARTICLE I DEFINITIONS

In the application and interpretation of the provisions of the ASSOCIATION'S agreement the following definitions shall apply:

- A. BOARD shall mean the Board of Education of the Croswell-Lexington Community Schools.
- B. ASSOCIATION shall mean the Croswell-Lexington Administrators Association.
- C. ADMINISTRATOR(S) shall mean any member of the bargaining unit.

### ARTICLE II RECOGNITION

The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and conditions of employment for all administrative and/or supervisory employees that recommend to hire, and/or evaluate, and/or dismiss, including all Principals and Assistant Principals.

### ARTICLE III NON-DISCRIMINATION

Pursuant to Act 379 of the Public Acts of 1965, as amended, the BOARD hereby agrees that every eligible administrator and/or supervisory employee (in accordance with the terms set forth in ARTICLE II of the Agreement) of the BOARD shall have the right to freely organize, join, or to refrain from such activities

# ARTICLE IV PERSONNEL FILE OF BARGAINING UNIT ADMINISTRATORS

ADMINISTRATORS shall have access to their personnel files to review any document contained therein excluding college and placement files. Copies of any significant material in the ADMINISTRATOR'S file shall be furnished to the ADMINISTRATOR upon request. Upon request, the individual ADMINISTRATOR shall be allowed to attach explanatory remarks to the file document within 10 days. The individual ADMINISTRATOR may submit in writing a request for deletion of material on file and shall have the right to appeal the decision to the SUPERINTENDENT or his designee through properly defined grievance procedures existing within this Agreement. Not more than one (1) official file shall be kept on each ADMINISTRATOR. The ADMINISTRATOR has the right to request the presence of an ASSOCIATION Representative during the examination of his/her personnel file.

# ARTICLE V PROTECTION OF ADMINISTRATORS

#### Section 1.

ADMINISTRATORS shall report to the SUPERINTENDENT'S OFFICE in writing all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

#### Section 2.

If criminal or civil proceedings are brought against an ADMINISTRATOR alleging that he committed an assault in connection with his employment, the BOARD shall furnish legal counsel to defend him in such proceeding provided the ADMINISTRATOR acted within the scope of BOARD policy or ADMINISTRATIVE directive if he requests such assistance. In the absence of such a request, the ADMINISTRATOR(S) involved will cooperate with the BOARD in such related action as may be required to protect the DISTRICT.

#### Section 3.

If the ADMINISTRATOR, while acting in legal manner as an ADMINISTRATOR in the DISTRICT provided the ADMINISTRATOR acted within the scope of BOARD policy or ADMINISTRATIVE directive is complained against or sued, the BOARD will provide legal counsel and render all necessary assistance to the ADMINISTRATOR in his defense. It shall be the responsibility of the ADMINISTRATOR to bring any such complaints to the attention of the BOARD in writing. Reimbursement for legal expense incurred before the BOARD is so notified shall be at the discretion of the BOARD.

#### Section 6.

- A. Any case of assault upon an ADMINISTRATOR shall be promptly reported to the BOARD or its designated representative. The BOARD will provide legal counsel to advise the ADMINISTRATOR of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the ADMINISTRATOR in connection with handling of the incident by law enforcement and judicial authorities. ADMINISTRATORS shall observe any rules concerning punishment of students as may be established by the BOARD.
- B. The Board shall not discriminate against any member of the unit because of race, creed, color, national origin, religion, age, marital status, disability unrelated to duties of the position, or residence requirements.

### ARTICLE VI CITIZEN COMPLAINTS

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the BOARD agrees that, in the case of a complaint on the part of a citizen regarding an ADMINISTRATOR or a program, or an employee he supervises, that such citizen shall be directed to first discuss the matter fully either by phone or in person with the ADMINISTRATOR involved before any action is taken on the matter.

If satisfactory resolution is not achieved at the building level, an appeal of the building ADMINISTRATOR'S decision may be lodged with the SUPERINTENDENT. Consultation with the involved ADMINISTRATOR will always follow such a request for reconsideration of a decision before further action is taken. Discussion with the BOARD regarding complaints against an ADMINISTRATOR will be conducted in accordance with the Open Meetings Act.

## ARTICLE VII GENERAL PROVISIONS

- A. All ADMINISTRATORS shall be employed under written individual contracts the terms of which shall be subject to and consistent with the terms of this agreement.
- B. All new Administrators to the Croswell-Lexington Community School District will be placed at/or below the regular salary of the administrative salary schedule. The president of the CLAA will be informed of the salary arrangement prior to offering employment to the new administrator. The new Administrator will be classified as probationary during the first two years of employment. Upon an effective evaluation at the end of the first year, the Administrator will be transferred to the regular Administrative salary schedule.

Administrators currently employed by Croswell-Lexington Community School who are promoted to a new position will serve a one year probationary period at the regular Administrative salary for that position. A second year of probation may be extended as a result of an ineffective or minimally effective evaluation during the first year .At the end of the probationary period the Administrator will be elevated to regular Administrative status or reassigned to a position for which he/she qualifies.

- C. All ADMINISTRATOR contracts shall be in accord with the Revised School Code 380.1229.
- D. All ADMINISTRATORS shall have the opportunity to interview and make a recommendation concerning all personnel being considered for assignment to his building or department. It shall be considered sufficient opportunity if prior notice is sent to the ADMINISTRATOR'S office or during the summer months to his home, informing him as to when the person may be interviewed. In the case of employee transfers or promotions the interview shall not be required if the employee refuses to participate in one.
- E. All building ADMINISTRATORS shall have the right to make a determination regarding each pupil's assignment within his building. Any such determination shall be made in conformance with the BOARD policies regarding the classification and promotion of pupils.
- G. All building ADMINISTRATORS shall have a right to make a recommendation regarding each staff member's assignment within his building. Such assignment shall be made in accordance with any other collective bargaining agreements that the BOARD has entered into and which speak on the subject of assignments, work schedules, transfer, etc.
- H. When committees are created by the BOARD to develop or amend policies effecting ADMINISTRATORS, the ASSOCIATION may have the opportunity to be represented on such committees. This shall not include standing committees of the Board of Education.

- I. The SUPERINTENDENT and the ASSOCIATION shall meet when necessary during the school year, upon the requests of either party, to discuss matters relating to this agreement or any other collective bargaining subject. The time and place of all such meetings shall be mutually agreed upon and those ADMINISTRATORS attending shall be excused from any other duties and may conflict with the holding of any such conference.
- J. The BOARD shall be responsible for the typing, printing, and preparation of sufficient copies of this Agreement for distribution by the ASSOCIATION to each member of the UNIT.
- K. The ASSOCIATION shall have the right to use school building facilities and equipment for its proper business activities without charge, upon notification to the SUPERINTENDENT.
- L. No member of this bargaining unit may be the supervisor for an immediate family member and/or any household member. This includes parents, siblings, spouses, children, etc.

### ARTICLE VIII FRINGE BENEFITS

- 1. Leave -Personal Illness and Business, Leave of Absence and Sabbatical Leave will be implemented the same as written in the Croswell-Lexington Community Schools Teachers' Professional Master Contract except as noted in the following paragraph.
- 2. ADMINISTRATORS will receive the same percentage increase as teachers, and the following fringe benefits:
  - \$75.000 life insurance.
  - Health Insurance: The Croswell-Lexington School Board declares itself the insurance policy holder. The Board shall provide to employees and their dependents who qualify under the terms of, and as provided in this agreement, health insurance. For the fiscal year 2014-15, the maximum employer hard-cap State allowable amount is:
    - o Single: \$488.13 monthly; \$5,857.58
    - o Two-Person: \$1,020.83 monthly; \$12,250 annually
    - o Family: \$1,331.27 monthly; \$15,975.23 annually
- 3. If a full time ADMINISTRATOR is reduced to part time administration and part time teaching, the administrative time is to be prorated accordingly and the teaching time is to be consistent with the terms negotiated by the teachers bargaining unit.
- 4. The administrative calendar will coincide with the teachers' calendar, plus the additional work days as defined in this agreement. The SUPERINTENDENT has the flexibility to use these additional days for administrative in-service/workshops.
- 5. ADMINISTRATORS may be requested to perform additional responsibilities outside the scope of their normal job description as needed during the school year. The superintendent is authorized to consider payment for this service upon BOARD approval.
- 6. TRAVEL AND CONFERENCES

Mileage for any and all travel in St. Clair, Sanilac, Huron, Tuscola, and Lapeer Counties shall not be reimbursed.

All workshops and conferences shall be submitted to the Superintendent for approval prior to attendance. Workshop and conference fees will be paid in total provided funds are available in the appropriate administrator's annual budget and upon approval by the Superintendent.

Mileage submitted for reimbursement for travel to workshops and conferences outside the five-county area will be reimbursed at the standard IRS rate provided funds are available in the appropriate administrator's annual budget and upon approval by the Superintendent. Other mileage reimbursement for travel outside the five-county area is subject to advance approval by the Superintendent and availability of funds in the appropriate administrator's annual budget.

#### 7. PROFESSIONAL ASSOCIATION DUES

CROSWELL-LEXINGTON BOARD OF EDUCATION

Administrators State and National membership dues may be paid annually by the board.

#### 8. PHYSICAL EXAMINATION

An annual physical exam for each administrator up to \$30 in cost will be paid by the board. This is to be utilized after regular health insurance has been used.

# ARTICLE IX DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2014, and shall continue in effect through June 30, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. The ADMINISTRATOR during the term of this contract shall not have tenure in any non-classroom capacity. However, there shall be no waiver if ADMINISTRATOR Tenure has been acquired.
- C. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in her/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

BY		PRESIDENT	DATE

BY DATE	_SECRETARY					
CROSWELL-LEXINGTON ADMINISTRATORS ASSOCIATION						
BY	_PRESIDENT	DATE				
BY DATE	_SECRETARY					

# 2014-2015 SALARY SCHEDULE

Contract Year 2014-2015				
	Days	1-2	3-4	5+
Elementary Principal	215	82,000	84,412	86,893
Middle School Principal	220	85,855	88,380	90,981
High School Principal	220	88,692	91,300	93,986
H.S. Assistant Principal	210	77,537	79,817	82,166
M.S. Assistant Principal	210	74,686	76,883	79,145
** Annual Annuity		2,621	2,621	2,621

For the 2014-15 school year, a 2-percent off-schedule amount will be paid.