

**DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT  
EXECUTIVE SECRETARY TO THE SUPERINTENDENT AND BOARD  
CONFIDENTIAL POSITION**

**Article I  
Qualifications**

- A. According to Job Description

**ARTICLE II  
BOARD RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
  3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt rules and regulations.

6. Determine the qualifications of employees, including physical conditions as provided by law.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  11. Determine the policy affecting the selection, testing or training of employees.
  12. To hire all employees, to determine their qualifications and conditions for their continued employment.
  13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
  14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
  15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

**ARTICLE III  
PAID LEAVE OF ABSENCE**

**A. Personal Leave:** On July 1 of each year, four (4) personal leave days shall be credited to the employee. Three (3) additional days of Personal Leave can be used and deducted from Sick Leave.-Unused personal days will be put into sick leave. Personal leave must not be taken on the first and last day of the official school year or on the day immediately preceding or following a scheduled holiday or recess. Exceptions may be approved by the immediate supervisor. Prior notification must be given to the appropriate supervisor.

**B. Jury Duty:** Employees called for jury duty or subpoenaed to testify during working hours in any judicial or administrative matter or who shall be asked to testify in any arbitration of fact finding shall, upon reimbursement by the court, reimburse the school district for all money received except any mileage allowance. If the employee is released early the employee should return to work.

**ARTICLE IV  
UNPAID LEAVES OF ABSENCE (FMLA)**

A. An eligible employee (as defined by the Family and Medical Leave Act FMLA) is unable to work because of personal illness or disability, will be placed on FMLA leave. The employee may use paid leave during this time and, when exhausted, may use the remainder of the twelve (12) week period as unpaid leave. It is understood that paid sick leave and FMLA time will run concurrently.

1. All provisions of FMLA apply to eligible employees.
2. An employee on unpaid leave of absence or receiving disability benefits will not earn vacation days, sick days, seniority or be paid for holidays.
3. An employee will provide written notice to their supervisor requesting leave thirty (30) days in advance or as promptly as possible.
4. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
5. In the event of loss of insurance lost through a change in disability coverage the Board of Education will continue payments for health care benefits up to six (6) months only for a employee who has been granted an unpaid leave for medical reasons due to personal illness or disability. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due to the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

6. If the employee on his/her own volition (not due to continuation of the qualifying event) fails to return from FMLA, he/she shall reimburse the district the health insurance premiums paid by the district.

B. A leave of absence shall be granted to an eligible employee to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child. This leave shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Board's discretion.

1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth of placement requires leave to begin in less than thirty (30) days, notice shall be given by the employees as promptly as is practicable under the circumstances.

2. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.

C. Military Leave A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed services of the United States. Upon return from such leave, the employee shall be placed in employment with the district according to the Soldier's and Sailor's Act.

D. All employees on unpaid leave under the provisions of Article XI shall retain their position on the salary/wage schedule, their seniority and their unused sick leave (except under FMLA-the employee may save five (5) paid sick days) while on an unpaid leave of absence.

E. This article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.

F. "Qualified" shall include positive evaluations, good attendance and discipline record.

## ARTICLE V ILLNESS AND DISABILITY

**A. Sick Leave:** One (1) day of sick leave, up to 13 per year, will be granted for each 16 days worked. Unused sick leave may accumulate as follows: 140 days. Sick leave shall be allowed for illness of an employee including absences due to maternity or for illness of a member of the employee's including absences due to maternity or for illness of a member of the employee's immediate family defined to include spouse, parent, parent of spouse, child, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent or IRS qualified dependent living in the household.

**B. Absence for Death:** Absence without loss of salary shall be allowed upon the death of a spouse, parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, child, daughter-in-law, son-in-law, grandparent, grandchild or IRS qualified dependent living in the household. Length of leave shall be limited to ten (10) days and when used are to be deducted from sick leave.

In no case under **A** and **B** shall the combined total of leave exceed ten (10) days for immediate family illness and/or death except that the superintendent may extend the five day limit for funeral leave in extraordinary cases.

**C. Terminal Leave:** After 15 years of service and eligible for retirement according to MSPERS guidelines, the employee will be eligible for 35% of unused sick leave up to maximum accumulation allowed; after 20 years of service and eligible for retirement according to MSPERS guidelines, the employee will be eligible for 40% of unused sick leave up to maximum allowed; after 25 years of service and eligible for retirement according to MSPERS guidelines, the employee will be eligible for 50% of unused sick leave up to maximum allowed. If an employee plans retirement under these provisions, they must notify the Board of Education one (1) year in advance of such retirement so that terminal leave pay can be projected and properly budgeted. If employee cannot give such notice, payment may be delayed by six months.

In the event the employee dies while in the employ of the district and would otherwise have qualified under the terms of this clause for termination pay if the employee had terminated his/her employment by choice, the district agrees to pay in a lump sum to the employee's designated beneficiary or his/her estate the amount of terminal pay the employee would otherwise have received. It shall be the obligation of the employee to fill out the beneficiary forms and it shall be the obligation of the superintendent to notify the beneficiary.

## ARTICLE VI TRAVEL AND MILEAGE

**A. Travel Provisions:** The Board will pay in the way of travel reimbursement, the IRS approved rate per mile for any miles that are necessary for the employee to drive on any given date over and above the miles from their residence, to and from their established home base. The deadline for submission of mileage forms will be determined by the business office and distributed in July.

**B. Conference and Meetings:** Travel expenses will be compensated at the rate computed in **A** above, along with the cost of meals at the following rates:

Breakfast	\$ 8.00
Lunch	\$ 10.00
Dinner	\$ 20.00

The actual cost of lodging and scheduled meals will be paid provided receipts are turned into the office.

**ARTICLE VII  
SALARY AND FRINGE BENEFITS**

**A. Salary:** See attached schedule.

Longevity: At 21 years of in district service and beyond an off schedule stipend of \$1,000.00.

**B. Fringe Benefits:**

1. Insurance: The following insurance is available with full cost up to the full family hard cap. The employer will pay the annual allowable full family hard cap amounts towards the total cost of the: MESSA ABC Plan 1 Health Insurance plan including a HSA card that fully funds the deductible for each year of the upcoming contract, beginning July 1, 2016.

District agrees to prefund the HSA deductible for ABC PLAN 1 at the beginning of the enrollment period. Employee will reimburse the district the remaining portion of the unpaid deductible if they terminate their employment before the end of the 12 months of coverage. The unpaid deductible can be deducted from remaining paychecks.

Rates will adjust annually beginning on July 1 of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. Except in the final year of the contract where by the district shall not contribute more than the July 1 rate from the prior year subject to a successor agreement. Persons not utilizing the full subsidy for health coverage shall receive the amount set forth below which may be contributed to a TSA plan as allowed by federal law.

The annuity amounts for 2016-2017 are:

Single Subscriber	\$600.00/month = \$7,200 per year
Couples Coverage	\$225.00/month = \$2,700 per year
No Health	\$950.00/month = \$11,400 per year

The annuity amounts for 2017-2018 are:

Single Subscriber	\$580.00/month = \$6,960 per year
Couples Coverage	\$210.00/month = \$2,520 per year
No Health	\$925.00/month = \$11,100 per year

The annuity amounts for 2018-2019 are:

Single Subscriber	\$560.00/month = \$6,720 per year
Couples Coverage	\$200.00/month = \$2,400 per year
No Health	\$900.00/month = \$10,800 per year

These amounts will be pro-rated to actual percent worked.

2. Life and Accidental Death and Dismemberment: \$100,000 per year continuing to age 65 if retired according to MSPERS guidelines.

3. Dental Care Plan: Delta Dental with Class I and II at 100% and Class III at 80%, with a \$1,500.00 annual maximum. Class IV Orthodontic rider pays 100% of treatment costs with a \$1,500 maximum per person per lifetime up to age 19.

4. Vision: VSP 3 Gold plan.

5. Disability Insurance: Disability insurance will be provided with a thirty day calendar day waiting period. The Board reserves the right to name the underwriter.

### C. Vacations:

- 1-10 years - 20 days
- 11-15 years - 23 days
- 16-20 years - 25 days
- 21 years and over -1 additional day not to exceed 28 days

If any employee terminates their employment prior to using their vacation days, their accumulated days, up to the maximum accumulation allowed, will be paid by the district for those employees.

Up to 10 days of vacation may be carried from one year to the next.

### D. Paid Holidays

- 1 day Labor Day
- 2-3 days Thanksgiving (Will work Thanksgiving Wednesday if students are in session)
- 7-10 days Christmas Break (According to School Calendar)
- 1 day Good Friday
- 1 day Memorial Day
- 1 day Fourth of July

### E. Working Conditions:

1. Length of work year - 12 months.
2. Working hours arranged with Supervisor to be 7:30am – 3:30pm or 8:00am - 4:00pm.
3. Lunch Break - one-half hour (If more than one-half hour is needed for lunch when leaving the building, vacation time or personal leave time may be used.)
4. Leave Without Pay - upon receiving prior approval of the immediate supervisor, leave without pay may be granted for a period of up to one (1) month. Fringes will continue to be paid. Vacation and sick leave time will continue to accumulate during the unpaid leave.
5. Emergency Closing of Schools: In the event that weather conditions or other acts of God require that the Intermediate School District be closed, the employer shall notify the employees by announcing said closing on local radio stations

RRN, WDBC, and WLUC TV6. Employee will report for a minimum of 4 hours (9:30 a.m. - 1:30 p.m. suggested time) on those days which are closed due to weather or other acts of God.

F. Miscellaneous:

1. Three hundred dollars (\$300) per year will be allowed toward tuition, books, etc. for classes or workshops as approved by immediate supervisor or superintendent.

ARTICLE VIII  
EMERGENCY FINANCIAL MANAGER

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 his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

SIGNATURE PAGE

BOARD OF EDUCATION

By: *Keane Christoff*  
Its President

By: *Bill Egan*  
Chairperson, Negotiating Committee

By: *Doug Leiseng*  
Superintendent

Date: 9/20/16



## SUPERINTENDENT SECRETARY

STEP	%	2016-2017		2017-2018		2018-2019	
		Base 1.60% Salary	Base 1.60% Hourly	Base 1.60% Salary	Base 1.60% Hourly	Base 1.50% Salary	Base 1.50% Hourly
1	1.00	\$ 32,182	\$ 15.41	\$ 32,697	\$ 15.66	\$ 33,187	\$ 15.89
2	1.04	33,469	16.03	34,005	16.29	34,515	16.53
3	1.08	34,756	16.65	35,312	16.91	35,842	17.17
4	1.12	36,044	17.26	36,620	17.54	37,170	17.80
5	1.16	37,331	17.88	37,928	18.16	38,497	18.44
6	1.20	38,618	18.50	39,236	18.79	39,825	19.07
7	1.24	39,905	19.11	40,544	19.42	41,152	19.71
8	1.28	41,193	19.73	41,852	20.04	42,480	20.34
9	1.32	42,480	20.34	43,160	20.67	43,807	20.98
10	1.36	43,767	20.96	44,468	21.30	45,135	21.62
11	1.40	45,055	21.58	45,775	21.92	46,462	22.25
12	1.44	46,342	22.19	47,083	22.55	47,790	22.89
13	1.48	47,629	22.81	48,391	23.18	49,117	23.52
14	1.52	48,916	23.43	49,699	23.80	50,444	24.16
15	1.56	50,204	24.04	51,007	24.43	51,772	24.79
16	1.60	51,491	24.66	52,315	25.05	53,099	25.43
17	1.64	52,778	25.28	53,623	25.68	54,427	26.07
18	1.68	54,065	25.89	54,930	26.31	55,754	26.70
19	1.72	55,353	26.51	56,238	26.93	57,082	27.34
20	1.76	56,640	27.13	57,546	27.56	58,409	27.97

6/28/2016