

Agreement Between

*East Detroit Board
of Education*

and

EDCOAA

(East Detroit Central Office Administrator's Association)

July 1, 2011 - June 30, 2012

NO NEW NEGOTIATIONS SET AS OF 2/29/16

ADMINISTRATIVE AGREEMENT

This Agreement shall be in effect as of July 1, 2011, and shall remain in full force and effect until midnight on June 30, 2012.

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party notice of its desires to amend, modify or terminate this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor Agreement.

I. Recognition Clause

The East Detroit Board of Education recognizes the East Detroit Central Office Administrators Association (EDCOAA) as personnel in the classifications of Coordinator, Director and Supervisor.

[Current positions covered under this agreement: Director of Fiscal Services Director of Food Service Director of instruction Director of Maintenance/Operations, Director of Special Services, Director of Technology, and Supervisor of Children's Services]

II. Definitions

- A. The term "Association" shall refer to the East Detroit Central, Office Administrators Association (EDCOAA).
- B. The term "Board" shall refer to the East Detroit Schools Board of Education, or its representative.
- C. The term "Administrator" shall refer to those bargaining unit members represented by the Association.

III. Administrative Contracts

New Administrators will be offered contracts on the following basis:

- A. No more than two one-year probationary contracts shall be offered.
- B. If the first year of probation is satisfactory, the second year will not be considered probationary

Current Administrators will be offered contracts on the following basis:

- C. All Administrators will be evaluated annually by the Superintendent or his designee.

D. If an Administrator receives a less than satisfactory evaluation, the Administrator will be given a reasonable amount of time, not longer than one year to improve performance. A written plan for improvement will be developed in cooperation with the Superintendent and the affected bargaining unit member. If all criteria from this plan are satisfied, the employee's evaluation will be considered satisfactory.

E. An Administrator may be terminated immediately for just cause.

F. This contract will supplant all individual agreements in place prior to July 1, 2011 or upon settlement of this agreement.

G. This agreement will be in force until June 30, 2012. Unless a successor contract is in place on July 1st, the term of this contract shall automatically extend one additional year.

H. The parties acknowledge and agree that the members of EDCOAA will not acquire tenure in his/her position.

I. Hold Harmless - The Board shall defend, hold harmless and indemnify members of EDCOAA from any and all civil demands, claims, suits, actions and civil legal proceedings brought against the individual members in his/her capacity as agent and employee of the School District, provided the incident arose while the Administrator was acting within the scope of his/her employment. Anything to the contrary notwithstanding, this indemnity does not apply to any criminal proceedings instituted against the Administrator. The Board may, in its discretion, provide public liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as Administrator. In no case will individual Board Members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

IV. Reduction of Personnel

In the event of a necessary reduction in administrative personnel due to declining enrollment, reduced revenue or restructuring, the Board of Education will only reassign duties and salaries to EDCOAA bargaining unit members provided such members are certified and qualified to do the work.

A. Seniority - Given the unique nature of each position represented by this Association, seniority will not be a factor.

B. Recall - In the event that a deleted administrative position is re-established the Administrator shall be reappointed to his/her former position. The right of recall will be three years following the last date of lay-off.

C. Until the administrative position is re-established, the EDCOAA member will be offered the highest available open position for which the bargaining unit member is qualified. If assigned to a position outside of this bargaining unit, salary shall be calculated at the highest salary rate based on qualifications and/or level of educational attainment.

V. Work Year

A. All bargaining unit members will work 52 weeks, July 1 through June 30.

B. When an employee is required to perform extraordinary duties outside of the normal work day, (excluding regularly scheduled Board of Education meetings), the Superintendent shall allow some adjustment in the employee's schedule as the Superintendent considers appropriate.

C. Vacation time for all 52 week Administrators will be calculated as follows:

1. 20 days of vacation, granted on July 1st of each fiscal year.
2. After 10 years of District service, one additional vacation day will be granted for each year of service up to a maximum of 25 vacation days. For current Administrators with more than 10 years of District service, they will be granted one additional vacation day each year beginning in 2008-09.
3. Upon resignation/retirement, unused earned vacation days will be paid at the current daily rate up to a maximum of 30 days. Any additional days will be forfeited. By virtue of prior service/coverage to the District, while the current Director of Technology is in her position, upon resignation/retirement she will be paid for all unused vacation days at her current daily rate. This benefit will be capped the accumulation total as of June 30, 2011 (182 days), and upon severance of employment from the District, paying to the Director of Technology the value of such days at their June 30, 2011 rate.

The following holidays shall not be charged to vacation time: New Year's Day, Day following New Year's Day, Martin Luther King Day, Mid-winter break, Good Friday, Easter Monday, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, Day after Christmas, New Year's Eve.

Should a holiday fall on a Saturday, Friday shall be considered as a holiday. Should a holiday fall on a Sunday, Monday shall be considered as a holiday. Any days the District is closed due to acts of God, power outage or District-wide furlough will not be charged against EDCOAA membership's vacation time.

VI. Compensation

Exhibit A

Administrative Salary Schedule: 2011-2012

Director of Instruction	\$102,554
Director of Fiscal Services	\$98,095
Director of Special Services	\$98,095
Director of Technology	\$85,610
Director of Maintenance	\$74,810
Director of Food Services	\$56,182
Supervisor of Children Services	\$56,182

Exhibit B

SECOND-TIER COMPENSATION (Hired after July 1, 2011)

Director of Fiscal Services	\$97,122
Director of Instruction	\$97,122
Director of Maintenance/Operations	\$74,122
Director of Special Services	\$94,122
Director of Technology	\$84,122

VII. Benefits

A. Term Life insurance shall be provided by the Board of Education, The face value shall be double the Administrator's current annual salary to a maximum of \$300,000. The policy shall include a double indemnity provision.

B. Long Term Disability - The present coverage of long-term disability income protection, now in force, will be paid in full for Administrators. This plan shall cover 66 2/3% of the individual's salary. The existing Central Office Sick Bank will be charged 1/3 day for each day the Administrator is drawing LTD in order for the Administrator to receive 100% of his/her income.

C. Health Benefits shall be provided by the Board of Education. Coverage will at least match the coverage provided to the East Detroit School Administrators' Association. A pre-tax, 20% contribution will be made toward the cost of health, vision and dental based upon illustrative rates as determined by McGraw Wentworth.

At least one member of EDCOAA shall become a member of the Insurance Research Committee and EDCOAA will agree in principle to the recommendation of the District Insurance Research Committee

D. Dental insurance shall be paid by the Board of Education. Dental coverage will at least match the coverage provided to the East Detroit School Administrators Association.

E. Upon the death of an Administrator during his/her contractual year, there will be no billing the Administrator's family for repayment of salary, which was already received.

F. White on long-term disability, medical, dental and life insurance benefits will continue in full force. Such benefits will cease upon retirement.

G. Upon retirement/resignation, an Administrator will receive \$500 for each year of District service to the East Detroit Public Schools and prorated on a monthly basis for any time less than one year.

H. Optical insurance - Optical coverage will at least match the coverage provided to- the East Detroit School Administrators' Association

I. Mileage - Each Administrator will be reimbursed at the current IRS rate for business related mileage when using a personal vehicle. No mileage will be paid for driving to and from work.

J. Tuition Reimbursement - As the Board recognizes the importance of continued academic growth for its leadership team, upon successful completion (3.0 or better) of a college-level course, the District shall reimburse tuition expenses for Administrators up to 8 semester credits per fiscal year, with a maximum reimbursement of \$2,000 per fiscal year.

VIII. Personal Leaves and Absences

A. Annual Sick Leave Allowance

Each Administrator will be granted twelve (12) sick/personal days, which are granted on July 1st of each fiscal year. Unused sick leave shall be allowed to accumulate up to 30 days. Existing accumulated sick leave

shall not be forfeited. Upon resignation/retirement, unused sick leave shall not be remunerated or transferred to the Central Office Sick Bank.

B. Reduction of Accumulated Sick Leave Allowance

1. Upon proper notice to the Superintendent or designee, the Administrator's absence due to the following causes may be charged against accumulated sick leave:

2. Personal injury or illness. The following incident of illness leave may require a statement, as noted, if requested by the Superintendent.

a) If absent five (5) or more consecutive work days, a doctor's statement certifying illness or injury may be required.

b) If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery is required.

3. Serious illness or injury, of a member of the Administrator's immediate family, for a period not to exceed ten (10) days.

a) Immediate family members include: Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the Administrator's household shall be included in the immediate family. Upon request of an Administrator, the Board of Education may grant leave allowance even though the person who is injured, ill or deceased is not within the Administrator's immediate family. The Board will grant leave consistent with the Family Medical Leave Act.

C. Funeral Leave Not Charged to Sick Leave Bank

As approved by the Superintendent or his designee.

D. Depletion of Accumulated Sick Leave Allowance

If any Administrator's accumulated sick leave allowance has been exhausted, the member may apply to the Board of Education to consider the merits of the employee's situation and may, on the basis of the Administrator's employment and service record, advance sick leave allowance. Otherwise, absence in excess of the Administrator's accumulated sick allowance or for reasons other than these herein before specified, will result in loss of pay for each day's absence

E. Restrictions of Accumulated Sick Leave Allowance

1. Sick leave allowance shall not accrue, be used, or granted for additional service outside of the Administrator's basic contract arrangement.
2. Administrators authorized by the Superintendent to visit other schools, attend educational conferences and meetings shall be absent from duty without loss of pay and leave allowance, but may be required to submit an evaluation of such visits, conferences or meetings. In case of absence, the Administrator shall notify his/her supervisor of his/her absence and return.

F. Special Leaves of Absence without Pay

1. Special Leave Upon written request to the Superintendent, an Administrator may be granted an unpaid leave of absence for reasons other than illness. Conditions of leave (length and return to work) will be reviewed with the Association and put in writing prior to the granting of the leave.
2. Extensions of leaves may be granted.

G. Special Leave – Maternity

A maternity/parental leave of absence, without pay not to exceed one (1) year, shall be granted to an Administrator upon request. Such Administrator shall be allowed to continue employment until such time as agreed upon by the Administrator and the physician.

H. Personal Business Leave

An administrative employee may use his/her annual sick leave allowance for personal business. Reasonable limitation may be placed upon a request in excess of three (3) consecutive days, taking into account the employee's employment and service record and previous personal leaves taken in excess of three (3) days.

I. Sabbatical Leave

1. After five (5) years of continuous service in the East Detroit Public School System, Administrators may apply for sabbatical leave. The School Board may grant sabbatical leave on the following conditions:
2. That the application be in writing to the Superintendent of Schools on or before March 15 of the year prior to taking leave.

3. That the Administrator agrees to return to the East Detroit Public School System and that notice of such intent be given to the Superintendent of Schools in writing by March 15 of the leave year.

4. All health benefits shall continue through the sabbatical.

5. There will be no direct financial compensation; however, the District shall purchase the matching service credit on behalf of the employee through the Office of Retirement Services (ORS).

6. Upon return from sabbatical leave, the Administrator must work for three (3) years. The granting of a sabbatical leave guarantees the recipient re-employment, as an Administrator in the East Detroit Public Schools provided he/she meets the conditions set forth above.

J. Sick Bank

Members of EDCOAA shall be eligible to participate in the Central Office Sick Bank and the provisions provided therein.

IX. Professional Development Opportunities

A. The Board of Education will support, within budget limits, in-service training for the Administrative Team.

B. All professional conferences will be paid in full under the guidelines of the district reimbursement policy when approved by the Superintendent or his designee.

C. The Board of Education shall select at least one member of the East Detroit Central Office Administrators Association to serve on management negotiation teams. When negotiations occur after 4 p.m. or outside the regularly scheduled work day, the following stipends will be paid:

- 1. East Detroit Federation of Teachers/Para-Pros.....\$800
- 2. East Detroit School Administrators.....\$800
- 3. Local 120.....\$500
- 4. Secretaries.....\$500

D. The Board of Education and the Administrators recognize the importance of Professional Development opportunities. If the State of Michigan mandates that Administrators must continue their education through Continuing Education Units (CEU) or graduate coursework, the District will make available funds to assist in meeting this requirement. The District will make funds available through grants or the general fund a maximum of \$5,000 per. year for so long as the State of Michigan requires such certification. Funds will be limited to \$5,000 for each

fiscal year (July 1 --- June 30) and will be distributed through an EDCOAA Professional Development Committee upon approval of the Superintendent or his designee.

E. The Board will pay one professional organization dues per area of responsibility per year per Administrator including the Michigan group and the national affiliate.

X. Evaluation

It is agreed and understood that Administrators will be evaluated at least one (1) time per year by the immediate supervisor or such other Administrator who the Superintendent may designate to conduct such evaluation. Such evaluations shall be based on empirical evidence, specifying performance and skill strengths and weaknesses. Should the evaluation reflect a need for improvement the corrective action necessary to affect those desired changes also shall be stated.

A. The evaluation instrument shall be mutually agreed upon by the Board of Education and the Association.

B. All evaluations shall be reviewed with the Administrator who shall be provided with the opportunity for written comment, which shall be incorporated therein and become a part of the evaluation.

C. Should no evaluation be conducted by March 31, the Administrator's performance shall be deemed to have been satisfactory.

D. Final drafts of the evaluation instrument shall be prepared subsequent to a conference between the affected Administrator and his/her evaluator, during which the proposed contents of the evaluation are discussed. In the event that it is determined that an Administrator is not performing in a satisfactory manner, a program of assistance may be instituted. Should a program of assistance be instituted, it will consist of (1) identifying areas of deficiency or weakness and (2) assisting with suggestions or guidelines for improvement. Within the program of assistance, the evaluating Administrator shall set forth a specific plan designed to improve the evaluated Administrator's performance. The program will be ongoing with periodic reviews not less than every three (3) months.

E. If at the next year's evaluation review the Administrator's performance is determined as unsatisfactory, the Administrator will be provided with written notice of non-renewal of his/her administrative contract within at least ninety (90) calendar days prior to the termination date of his/her contract.

XI. Grievances

The term "grievance" shall be interpreted to mean a complaint by an Administrator or by the Association on its own behalf, that there has been a violation, misrepresentation or misapplication of specific provision of this, Agreement during the term of the Agreement.

A. Every effort shall be made to resolve grievances at their inception. When a grievance occurs, the Administrator shall discuss it first with his/her immediate supervisor within ten (10) days of the occurrence, or when the Administrator should reasonably have known of its occurrence. The Association may represent the Administrator at such meeting, if so desired by the Administrator.

Grievances involving discipline, suspension and/or discharge may be initiated at Step 2 of the grievance procedure.

B. Should the grievance not be resolved informally, it must be reduced to writing and submitted to the Superintendent within two (2) days.

1. The Superintendent shall review the grievance and render a decision within fifteen (15) working days, based upon the facts presented.

2. In the event that a satisfactory agreement is not reached with the Superintendent, the grievance shall be appealed to the American Arbitration Association within ten (10) days.

C. The Arbitrator's powers shall be limited to the determination of whether there has been a violation misrepresentation or misapplication of employee protection offered under this Agreement.

D. The decision of the Arbitrator, absent error, shall be final and binding,

E. The cost of the Arbitrator's fee and expenses shall be shared equally by the parties.

F. The Superintendent and an Arbitrator shall have only the powers identified below:

1. They shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.

2. They may not make an award which in effect grants the Association or the Board that which either was unable to secure during collective bargaining-agreement negotiations regarding this Agreement.

3. They shall have no power to hear grievances regarding reduction- in-force layoffs.

4. Performance evaluations may not be grieved.

XII. Collaborative Team

A collaborative team of District Administrators will be formed and meet upon request of Central Office or EDCOAA to discuss and resolve issues of mutual concern. The team will consist of the Superintendent, the EDCOAA President and at least two (2) EDCOAA representatives.

EAST DETROIT CENTRAL OFFICE ADMINISTRATORS ASSOCIATION
(EDCOAA)

BY: _____
EDCOAA President Date

BY: _____
EDCOAA Vice-President Date

BY: _____
EDCOAA Secretary/Treasurer Date

EAST DETROIT PUBLIC SCHOOLS

BY: _____
Superintendent Date

BY: _____
President, Board of Education Date

BY: _____
Secretary, Board of Education Date