

A G R E E M E N T

BETWEEN

**SOUTHFIELD BOARD OF EDUCATION**

and

**SOUTHFIELD ASSOCIATION OF SCHOOL  
ADMINISTRATORS**

*December 22, 2017 - June 30, 2020*

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## **ARTICLE I - RECOGNITION**

### **A. Recognition of Association**

The Board hereby recognizes the Association to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all schools administrators, but excluding Superintendent, Associate Superintendents, Directors, and all supervisors, all operational employees and administrative assistants and all employees covered by other collective bargaining agreements.

### **B. Non-discrimination**

1. The Board and the Association agree to continue their policy of non-discrimination against an administrator on the basis of race, creed, color, physical handicap, national origin, marital status, sex, or membership, genetic information, participation in, or association with the activities of any professional educational organization.
2. The Board further agrees the private life of any administrator is not an appropriate matter for the concern or attention of the Board unless it directly affects the ability to perform his/her professional functions or responsibilities to the District or to act as a representative of the District.

## **ARTICLE II - RIGHTS OF THE BOARD**

A. The Board and the Superintendent retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitutions of the State of Michigan and the United States including, but not limited to the right:

1. To the executive management and administrative control of the school system and its properties and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to approve the means and methods of instruction.
4. To provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

5. To determine overall goals and objectives as well as the policies affecting the educational program;
  6. To select textbooks, teaching materials, and teaching aids;
  7. To determine class schedules, class size, the hours of instruction, and the assignment of employees with respect thereto;
  8. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
  9. To determine the duties, responsibilities, and assignments of all employees.
  10. To adopt reasonable rules and regulations; which are not in conflict with this Agreement.
  11. To develop and control the budget of the District.
  12. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
  13. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
  14. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
- B. The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.
- D. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree has not been appealed within the time provided for doing so, such provisions shall be void and inoperative and subject to renegotiations. However, all other provisions of this Agreement shall continue in effect.

- E. Pursuant to MCL 141.1501 to 141.1531, the parties agree that an emergency financial manager may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

### **ARTICLE III - ASSOCIATION RIGHTS**

#### **A. Association Use of School Buildings**

The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities.

#### **B. Access to Board Information**

The Board agrees to make available to the Association, upon written request and within a reasonable time, such data as it may possess concerning the financial resources of the district, the cost of programs and information on any other subject upon which the Board is obligated to negotiate together with any information it may possess which is relevant and material to the processing of any grievance.

This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and administrators in the bargaining unit and in the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

### **ARTICLE IV - CONTINUITY OF OPERATIONS**

During the term of this Agreement, the Association will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act of 379 of 1965. In event of any strike in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of the Agreement and unauthorized by the Association and the Association shall advise the striking administrators to return forthwith to their regular duties.

## ARTICLE V - ADMINISTRATIVE ASSIGNMENTS

### A. Vacancies

1. A vacancy is an open position as defined by the Board.
2. All vacancies shall be posted for a period of at least three (3) work days.
3. Such postings shall include a statement of the duties, locations, qualifications and compensation schedule for the position. No administrative position shall be abolished, created or vacated by the Board without prior consultation with the Association.
4. When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should he/she be excluded from consideration for regular appointment. He/she shall be required to apply and follow the same procedures as other applicants for regular appointments.
5. A vacancy may not be filled on a temporary basis beyond the work year but in no case longer than 4 months unless requested by the administration and agreed to by the Association.

### B. Administrative Selection

1. When an assistant administrative vacancy occurs, the immediate supervisor of the vacant position shall be actively involved with the Superintendent or his/her designee in the final selection process.
2. If it is determined by the Superintendent that a formal screening interviewing committee will be established, such committee shall include a member of the administrative Association.

### C. Transfers

A transfer is the movement from one administrative position to another administrative position within the Association.

### D. Voluntary Transfers

1. Any administrator shall be given an opportunity to seek a transfer to another administrative position within the Association. If the administrator is denied the transfer, the Superintendent shall provide reasons for the denial to the administrator upon request.
2. Voluntary transfer requests shall be submitted, in writing, to the Superintendent with a copy to the Association.

3. Administrators submitting such a transfer request shall be interviewed by the Superintendent or his/her designee.
4. Any administrator may file, with the Superintendent, a general letter of request for transfer within the Association to be considered should a position become vacant.

#### E. Involuntary Transfers

When an involuntary transfer is contemplated, the Association and the administrator being considered for such transfer will receive a written explanation for the need of the transfer in advance of its taking effect. Such notice shall provide not less than ten (10) work days during which the administrator and the Association shall meet with the Superintendent to discuss, review and qualify the necessity for such transfer and provide alternatives. The decision of the Superintendent in the matter of an involuntary transfer shall be final, provided such transfer shall not cause a reduction of annual compensation and/or benefits to the administrator for the balance of the fiscal year.

#### F. Reassignment

Reassignment shall mean the movement to a position outside the Association.

#### G. Voluntary Reassignment

1. A request for voluntary reassignment by an administrator shall be submitted, in writing, to the Superintendent with a copy to the Association.
2. The administrator requesting such reassignment may be interviewed by the Superintendent or his/her designee prior to the Superintendent's response to such request.
3. Responses to requests for voluntary reassignment shall be in writing with a copy to the Association prior to the awarding of the position.

#### H. Involuntary Reassignment

1. Involuntary reassignment is the movement of an administrator in the Association to any position.
2. When an involuntary reassignment is contemplated, the Association and the administrator being considered for such reassignment will receive a written explanation for the need of the reassignment in advance of its taking effect. Such notice shall provide not less than fifteen (15) working

days during which the administrator and Association shall be provided the opportunity to meet with the Superintendent to discuss and review the necessity for such reassignment and provide alternatives.

3. Involuntary reassignment may only be applicable due to cases of unsatisfactory performance as covered under Article V, Section H, Involuntary Reassignment; Article VI, Section B:6, Discipline, Demotion, and Discharge, and Article VI, Section D, Reduction of Personnel.

#### I. Emergency Assignment

1. If an emergency occurs during the year, the Superintendent may assign temporary or interim administrative responsibilities to a present administrator. The need for such emergency action will be discussed with the administrator to be affected and with the Association prior to such action taking place. Administrators serving in such capacity for the first ten (10) work days shall have the option of compensatory time or extension of contract equal to fifty (50) percent of the time spent in such emergency assignment. No such emergency assignment shall continue beyond the work year.
2. When an Association member serves in a temporary or acting capacity for more than ten (10) work days, he/she shall be compensated at the rate of pay for the position being served provided such compensation is higher. There shall be no loss of pay for serving in a position of lesser compensation.

### **ARTICLE VI -ADMINISTRATIVE RIGHTS**

#### A. Selection of Staff

1. Each building principal and/or supervisor shall have the right to determine internal building, program or department assignments subject to final approval of the Superintendent or his/her designee.
2. Each building principal and/or supervisor shall receive such staff, certified and non-certified, together with district resources as the administrator is able to demonstrate are needed to fulfill his/her job description. Final decisions are made by the Superintendent.
3. All personnel assigned to a building shall be directly responsible and accountable to that building administrator(s). All personnel assigned to a department or program supervised by a supervisor shall be directly responsible and accountable to that particular administrator.



## B. Protection of Administrators

1. The Board shall provide all necessary support and assistance to administrators with respect to maintenance of control and discipline in the buildings, on school grounds, and at district related functions.
2. Complaints by a citizen directed toward an administrator shall be called to the administrator's attention if an official record is to be made of such a complaint. The administrator shall be notified, in writing, within a reasonable time period. No official record shall be made until the administrator has had an opportunity to provide a written response.
3. Except under exigent circumstances the Board will direct such citizen to discuss the complaint with the administrator involved. If the citizen appeals to a higher authority, such administrator shall be given an opportunity to provide the necessary background information in person and/or by confidential memorandum.
4. Procedures involving citizen complaints and the consequences resulting there from shall not circumvent the administrative evaluation and/or disciplinary procedures.
5. If an administrator has a legal complaint lodged against him/her as a result of any legal action within his/her jurisdiction, the Board shall provide legal counsel and render all necessary assistance for the protection of the administrator. The Board shall arrange for and maintain appropriate insurance to cover all such liability. This provision shall not apply to actions alleging criminal complaints not within the scope of the administrator's responsibility.
6. No administrator shall be disciplined, demoted or discharged except for a reason that is not arbitrary or capricious. Written notice of the reason for such proposed action and an opportunity for a hearing on such action by the Board's duly designated representative shall be provided to the administrator. Any such actions shall be subject to the grievance procedure, except that binding arbitration shall be denied to probationary employees.
7. Time lost by an administrator in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the administrator.
8. The Board will reimburse the administrator for any loss, damage or destruction of any personal property suffered while on duty on school

property, on school premises, or at school sponsored or related activities. Such reimbursement shall be made only upon the occurrence of one of the following:

- a. Assault or result of physical force used upon the administrator.
  - b. Theft from the administrator. Reimbursement by the Board shall not exceed seven hundred fifty dollars (\$750.00) for any item and shall be null and void if negligence can be determined.
  - c. Verified malicious destruction of the administrator's personal property. If reimbursement for such damage, loss or destruction is otherwise covered by a policy of insurance, the Board shall be liable for the deductible portion of such coverage or the difference between actual insurance payment and the replacement cost of the item in question but in no case shall such liability exceed seven-hundred, fifty dollars (\$750.00).
9. Any case of assault upon an administrator while on duty or within the scope of the administrator's responsibility, shall be promptly reported to the Board or its delegated representative. The Board will provide legal counsel and shall render all assistance to the administrator in connection with the handling of the incident by the law enforcement and judicial authorities.

#### C. Individual Contracts

1. Each administrator employed by the District shall serve a three-year probationary period. Administrators who begin their employment within the term of the work year shall have the probationary period appropriately extended so as to provide three full years of probation.
2. Probationary administrators shall be employed under a one (1) year probationary contract. The non-renewal of probationary contracts is subject to the grievance procedure, excluding binding arbitration. Probationary administrator contracts may be non-renewed and probationary administrators removed from their administrative assignments by the Board at the conclusion of the probationary year. Such non-renewal shall be based upon an unsatisfactory performance rating, for reasons of economics or administrative restructuring, or for reasons of discipline in accordance with Article IX, Section C. Nothing herein shall prevent the Board from acting to discipline an administrator,

including involuntarily transferring such administrator, at any time for reasons of discipline in accordance with Article VI, Section B.

3. Administrators who have completed their probationary period shall be employed under a one-year individual contract which may be renewed annually. If an administrator is laid off, he/she shall remain at the same step on the salary schedule and receive full benefits for (2) two months beyond the close of the current school year (July and August) of the layoff unless the administrator gains employment elsewhere.
4. Nothing herein shall prevent the Board from acting to discipline an administrator, including involuntarily transferring such administrator at any time for reasons of discipline in accordance with Article VI Section B.
5. All administrators will be informed of the intent of the Board to renew their individual contract as required by law.
6. Administrators shall not be granted tenure as administrators. The Division of Human Resources, after consultation with the Association shall publish a copy of a revised seniority list each year by January 20<sup>th</sup>. This list shall contain hire dates of each member as a teacher and/or administrator. Administrators shall not be granted tenure, but still retain prior seniority accrued as a teacher, as allowed by law and the applicable collective bargaining agreements.

#### D. Reduction of Personnel

1. In the event it becomes necessary to reduce the administrative staff, the following procedures will prevail:
  - a. Proposed reduction of administrator(s) shall first be discussed at a meeting called for this purpose. The meeting shall include the Superintendent and/or her/ his designees, an officer of the Association and/or his/her designees. The Superintendent or designee shall review the justifications for the proposed reduction. Representatives of the Board and the Association shall then mutually develop and explore alternatives for adoption.
  - b. In order to facilitate reduction in administrative personnel, the following procedures and criteria shall be implemented:
    1. Administrators shall have the right to volunteer to be a part of the reduction by either resigning, retiring, or being reassigned to a teacher position. Should they elect to resign, final payment and

receipt of such compensation shall constitute agreement between the Association, the Board and the individual that no additional encumbrances shall be implied on either party or provision of the Master Agreement.

2. Probationary administrators will be laid off in inverse order of seniority with those with the least system administrative service laid off first.
  3. Should additional reductions be required, non-probationary administrators shall be reduced according to Article VI, Section D.5 (below).
  4. Administrators who are on Board approved sabbatical leave at the time staff reductions are to be determined will be considered on the same basis as administrators currently on duty.
  5. The Superintendent will select for retention those administrators with the greatest district wide administrative experience unless, in his/her deliberative judgment and he/she is able to demonstrate to the Association that other considerations supersede. Such other considerations may include, but are not limited to: the length and quality of administrative service in the classification position; an administrator's evaluation; possession of valid certification or appropriate training; the requirements of the position(s) to be filled; evidence of professional growth.
  6. If the retention of those with the greatest administrative service can be advanced and the educational needs of the district can best be served, the considerations of the Superintendent shall not exclude transfer among classifications. Classification in respect to the provisions of this Section of the Agreement shall consist of the following; elementary building administration; middle school building administration; senior high school building administration and central office administration.
- c. The following shall apply to administrators affected by reduction:
1. The administrators affected shall receive notice as required by law.

2. Laid-off administrators shall be recalled to vacant or restored positions in inverse order of layoff with the most senior person being recalled first for positions which he/she is qualified. Qualified shall mean the quality of prior administrative service; possession of valid certification or appropriate training; and the requirements of the position(s) to be filled. Rejection of one (1) assignment shall negate the administrator's right to be offered any subsequent administrative positions, and all further recall rights shall be null and void.
3. Any administrator relieved of his/her duties due to layoff shall retain recall rights for a period of two (2) school years.

#### E. Administrative Reorganization, Reclassification or Reassignment

1. Except as required by law, the Superintendent will consult with the Association regarding the need for reorganization, reclassification or reassignment of the administrative staff or the creation of new administrative positions. This will occur prior to any official action.
2. Proposed adjustments in administrative job functions or support services which markedly affect such job functions will first be discussed at a meeting called for this purpose. This meeting will include representation from the Association as well as administrator(s) who are directly affected.
3. The purposes of such meetings shall be: (a) to discuss and review the necessity for such change, (b) to discuss the impact/affect of such change, (c) to explore alternatives to such change, (d) to determine specific action to be taken, (e) to establish the timeline for its implementation.
4. The decision of the Board of Education with respect to the matters detailed in this Section shall be final, but shall not be applied arbitrarily or capriciously.

#### F. Miscellaneous Provisions

1. Except as required by law, no administrator's personnel file may be accessed by anyone other than the Superintendent, Associate Superintendent of HR and LR. Subject to the law, the content thereof is to be considered totally confidential and may not otherwise be made available to any other person(s) or organization(s) either directly or indirectly without prior written approval of the administrator.

## G. Administrative Staffing Standards

1. The complexities and demands of operating a school unit require the services of a full-time principal. Within reasonable budgetary, enrollment and other constraints, the Board and the Association agree that additional full-time administrative services are within the best interests of the School District and its students. Further, a dynamic and viable educational system requires productive administrative services in the major divisions of the School District. The Board and Association agree with this concept and support it, consistent with constraints mentioned in the first paragraph of this Section. The school district will continue to give consideration to the standards for administrative staffing as outlined by the North Central Association of schools and colleges.

## H. Mileage

All administrators shall be reimbursed in accordance with IRS rates.

## **ARTICLE VII -GRIEVANCE PROCEDURE**

### A. Definition

A grievance is a complaint by an administrator, a group of administrators, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and all matters relating to working conditions, working hours, and disciplinary actions.

### B. Procedure

- a. Step 1 – Within five (5) work days the administrator and/or Association shall first discuss the matter with the immediate supervisor.
- b. Step 2 – If the matter is not resolved through the procedure in Step 1, an appeal may be submitted, in writing, to the Associate Superintendent of HR and LR. Such appeal shall specify the provision(s) or issue in question and shall be made within ten (10) work days from the date of the conference in Step 1.

1. The Director of Labor Relations shall hold a hearing on the matter with the administrator and/or Association in an attempt to resolve the issue. Such hearing shall occur within five (5) work days of receipt of the written appeal and a response shall be submitted within five (5) work days of the hearing.

2. In the event the Superintendent's designee serving as hearing officer is also the person that is being grieved, the Superintendent shall designate another designee to serve as a hearing officer for this grievance.
- c. Step 3 – If the matter is not resolved, an appeal may be submitted, in writing to the Superintendent within ten (10) work days of the written response in Step 2.
    1. The Superintendent shall hold a hearing on the matter with the administrator and/or Association in an attempt to resolve the issue. Such hearing shall occur within ten (10) work days of receipt of the written appeal and a response shall be submitted within ten (10) work days of receipt of the written appeal and a response shall be submitted within ten (10) work days of the hearing.
  - d. Step 4 – If the grievance remains unresolved at the conclusion of the previous step it may be submitted to binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Associate Superintendent of HR and LR within twenty (20) work days after the date of the response of the Superintendent at the previous step.
  - e. Step 5 – The arbitrator shall be selected according to the rules of the American Arbitration Association.
  - f. Step 6 – The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to his/her and such opinion shall be binding upon both the Board and the Association.
  - g. Step 7 – The arbitrator's fee and expense shall be shared equally by the Board and Association.

### C. Grievance Procedure

It is understood that if any administrator files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, Michigan Employment Relations Commission, Michigan Employment Security Commission, Michigan Department of Labor Bureau of Workers' Disability, Michigan Tenure Commission, and/or a similar State or Federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the

aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

The Board shall provide notice to the Association of an employee filing action in another forum as specified above within ten (10) work days of the Board's receipt of notice of such filing.

## **ARTICLE VIII -LEAVE DAYS**

### **A. Leave Days**

1. Each administrator shall be entitled to twenty (20) days of annual leave for personal business or sick without loss of pay. The twenty (20) leave days for the school year will be credited on the first work day of the administrator.
2. Unused leave days will be cumulative up to 200 days.

### **B. Work Related Injury/Illnesses**

1. Absence due to injury incurred in the course of the administrator's employment shall be processed in accordance with the Workers' Compensation Act and Board policy.

### **C. Additional Leave Days**

Additional leave without loss of pay, shall not chargeable against the administrator's leave day allowance, shall be granted for the following reasons:

1. Court Appearance: Court appearance as a witness in any case connected with the administrator's responsibilities, the school or whenever the administrator is subpoenaed to attend such proceedings.
2. Leave for death in the family: A maximum of five (5) days leave which will not be cumulative, shall be allowed for death in the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or dependent of the immediate house residence. Such leave will be subject to the approval of the Superintendent who may be advised by the Association.



3. Leave for death of relative or friend: Upon permission of the Superintendent, one (1) day will be allowed, when requested, for the death of a relative outside the immediate family or for other persons where the closeness of relationship warrants. An additional two (2) days may be allowed, but will be deducted from leave credit.
4. Jury Duty: Any administrator who is summoned for jury duty must notify the Superintendent's office within a reasonable time of receipt of such notice. If an administrator is summoned and reports for jury duty he/she shall be paid their regular contractual amount during such time of jury duty. The administrator shall provide to the Superintendent's office any compensation received for jury duty, exclusive of approved expenses for such duty.

#### D. Sabbatical Leave

1. Sabbatical leave may be granted to administrators of the Southfield Public Schools upon the recommendation of the Superintendent of Schools, who may be advised by the Association, and finally upon approval of the Board, when in their considered judgment the professional competence of the administrator and general welfare of the Southfield Public Schools will be benefited.
2. An administrator who has served continuously in the Southfield Public Schools for a period of at least seven (7) years may be granted a sabbatical leave of absence, not to exceed one (1) year for the following purposes:
  - i. Approved Study
  - ii. Approved Educational Travel
  - iii. Other activities approved by the Board.
3. Any administrator on sabbatical leave shall receive a salary equal to fifty percent (50%) of the contractual amount he/she would have received had he/she remained. Such salary will be paid on the regular pay periods during the leave. He/she shall also receive all benefits such as health, disability, dental, etc., as outlined in this Agreement.
4. Request for sabbatical leave of absence shall be submitted to the Superintendent's office by April 15.

5. Before beginning the sabbatical leave, the administrator shall enter into a contract to return to administrative service in the Southfield Public Schools for a period of at least one (1) year after the expiration of such leave. An administrator who does not fulfill this Agreement shall repay to the Board, within two (2) years, the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in case wherein the rule is waived by the Board.
6. If the application of a qualified administrator for sabbatical leave is denied, he/she shall have first consideration in the succeeding year should he/she reapply and be eligible.
7. Administrators on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Board of Control of Public School Employees' Retirement Funds.
8. An administrator, upon return from sabbatical leave shall be restored to his/her administrative position or to a position of like nature and status. Salary adjustments shall be added as if the administrator had been employed in the school district during the time of sabbatical leave. The administrator shall be entitled to participate in any other benefits that may be provided by rules and regulations of the Board.

#### E. Leave of Absence without Pay

1. Administrators, upon request, shall be granted personal leaves of absence without pay for a period up to two (2) years.
2. An administrator returning from an extended leave of absence without pay shall apply for open and posted administrative positions and will receive equal consideration as actively employed Association members for any administrative vacancy which is available.
3. Rejection of such a position shall not negate an administrator's right to receive subsequent administrative positions for which he/she is qualified; however, should the administrator reject two (2) such positions, all obligations on the part of the Board to provide for return to an administrative position shall be null and void.

4. Such administrators have a right to participate, at their own expense, in any or all insurance benefits granted or available to members of the Association, subject to rules of the carrier.

#### F. Vacation

1. Administrators shall be provided the following vacation allotment annually, exclusive of holidays recognized by the Board; such days will be prorated under this Contract:
  - i. Level A – (Previous 219) 20 days per contract year.
  - ii. Level B – (Previous 229) 15 days per contract year.
  - iii. Level C – (Previous 239) 12 days per contract year.

With the exception of section (2), all accumulated or unutilized days at the end of the contract year shall lapse and be unavailable for later use.

#### 2. Carry Over Allotment:

Upon prior approval of the Superintendent, the following allotment of unused vacation days may be carried over and must be utilized by September of each year or will be unavailable for use:

- i. Level A – 4 days per contract year.
- ii. Level B – 3 days per contract year.
- iii. Level C – 2 days per contract year.

## **ARTICLE IX- DURATION OF AGREEMENT**

This Agreement shall be effective as of December 19, 2017 and shall continue in effect for until June 30, 2020.

At least thirty (30) calendar days and not more than sixty (60) calendar days before the expiration of this Agreement, the Association and the Board shall begin negotiations of a new agreement. The terms and conditions of this Master Agreement shall continue in effect until a new Master Agreement is negotiated, or the contract is cancelled pursuant to PERA.

For the duration of this Agreement, the parties agree to meet and confer in Articulations about labor relations and educational issues at least four (4) times each school year.

During the duration of this Agreement the Board and the Association agree to re-open negotiations annually pertaining to all economic matters contained within this Agreement.

### **APPENDIX A – EMPLOYEE BENEFITS**

#### **• A. Term Life Insurance**

1. The Board agrees to pay the necessary premiums to provide group term insurance of the type presently provided for each member of the bargaining unit with face amounts, plus double indemnity, as follows:

2017- 2018    \$150,000

2. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. Should a member wish additional blocks of ten thousand dollars (\$10,000) he/she may do so on a direct payment basis subject to approval of the carrier.

#### **B. Health care coverage**

Upon acceptance of written application, the Board shall provide insurance benefits including medical, dental, life and vision coverage. Employee premium contributions will be based upon hard cap medical amounts annually.

#### **C. Long-Term Disability**

1. The Board shall provide a long-term disability policy for all administrators. The administrator shall be covered for seventy percent (70%) of income, with ten thousand dollars (\$10,000) /month limitation after a one hundred

twenty (120) day waiting period in accordance with the conditions and provisions of the insurance carrier.

#### D. Retirement

1. Administrators hired prior to July 1, 1993 shall receive the following retirement payment for service as of June 30, 1993, regardless of the years of service occurring thereafter. The amount of the retirement payment shall be thereafter frozen after June 30, 1993:
  - i. Credit of .015 of current salary for each year of Southfield Public Schools service.
  - ii. Credit of .0015 of the current salary for each unused leave day at the time of retirement.
2. The maximum benefit for administrators hired as of June 30, 1993, under the above calculation, shall be sixty (60%) of the June 30, 1993, salary including educational benefits compensation.
3. The qualification for such payment requires that the employee submits his/her resignation from employment for purposes of retirement, have (5) years as a SASA administrator, and he/she be eligible upon the effective date of retirement, for full retirement benefits pursuant to the Michigan Public Schools Employees Retirement Plan.
4. Administrators hired on or after July 1, 1993 but before July 1, 2011, the following is applicable:
  - iii. Administrators retiring from the District shall receive payment of thirty-five (\$35.00) per unused leave day (as granted in Article VIII – Section A) up to a maximum of one-hundred and seventy (170) days.
  - iv. The qualification for such payment requires that the employee submits his/her resignation from employment for purposes of retirement, have (5) years as a SASA administrator, and he/she be eligible upon the effective date of retirement, for full retirement benefits pursuant to the Michigan Public Schools Employees Retirement Plan.
5. Administrators hired on or after July 1, 2011, the following is applicable:

- v. Administrators retiring from the District shall receive payment of thirty-five (\$35.00) per unused leave day (as granted in Article VIII - Section A) up to a maximum of one-hundred and ten (110) days.
- vi. The qualification for such payment requires that the employee submits his/her resignation from employment for purposes of retirement, have (5) years as a SASA administrator, and he/she be eligible upon the effective date of retirement, for full retirement benefits pursuant to the Michigan Public Schools Employees Retirement Plan.

#### E. Professional Growth Education

1. The Board shall provide reimbursement for participating in professional growth activities, as approved by the Superintendent, up to a total budget amount as follows:

2017- 2018 \$10,000 (No carryover from year to year)

2. A joint committee of the Board and the Association will be established to review the status of this fund for possible recommendation to adjust it accordingly. A semi-annual summary report of expenditures and balances shall be submitted to the Association during the months of November and April of each year.
3. Administrators shall be reimbursed for 100% (to a maximum of \$ 300), of their State and National Professional Association dues in that Association most closely related to administrative assignment.

#### F. Conference/Workshop Attendance

1. When an administrator is officially representing the Southfield Public Schools District at a conference, convention, seminar or civic activity or has been requested by his/her supervisor to attend and such attendance is approved and authorized by the Superintendent, he/she shall be fully reimbursed for all costs.

### **APPENDIX B -COMPENSATION**

#### A. A Salary

1. The following criteria will be used by Division of Human Resources in determining new administrator's placement on the SASA Salary Schedule:

- Prior work experience as an administrator
  - Salary from previous district or placement
  - Critical needs areas
  - Notification will be made to the President of SASA within five (5) work days of hire and salary placement.
2. In December 2017, for all employees who were members of SASA prior to June 30, 2017, shall receive an off-schedule bonus of \$2,000, and employees who were members of SASA after June 30, 2017, shall receive a \$500 off-schedule bonus in December 2017.
  3. On July 1, 2018, all current SASA employees who became members of SASA prior to June 30, 2017 shall receive an off-schedule \$500 bonus, for building collaboratively a competency based contractual model.
  4. The Southfield Public Schools and SASA agree to discuss and adopt an Alternative Compensation Schedule for the 2018-2019 school years by July 1, 2018, materially similar to the following:

	Original Step	Group	Pay Range
High School Principal	1	A	\$102,000 – \$113,500
	2		
	3		
	4	B	\$114,000 - \$121,000
	5		
	6		
	7	C	\$122,000 - \$140,000
	8		
	9		

	Original Step	Group	Pay Range
Assistant High School / Elementary Principal	1	A	\$85,000 - \$97,000
	2		
	3		
	4	B	\$97,500 - \$105,000
	5		
	6		
	7	C	\$105,500 - \$120,000
	8		
	9		
Elementary Assistant Principal	1	A	\$84,382 - \$90,500
	2		
	3		
	4	B	\$91,000 - \$99,000
	5		
	6		
	7	C	\$100,000 - \$116,000
	8		
	9		



	Original Step	Group	Pay Range
Middle School Principal	1	A	\$92,500 - \$102,000
	2		
	3		
	4	B	\$102,500 - \$108,000
	5		
	6		
	7	C	\$109,000 - \$127,500
	8		
	9		
Assistant Middle School Principal	1	A	\$87,000 - \$95,000
	2		
	3		
	4	B	\$96,000 - \$102,500
	5		
	6		
	7	C	\$103,000 - \$120,000

**Annual Review:**

All eligible members of the bargaining unit will have an annual review of their compensation by no later than July 30<sup>th</sup> of each year of the agreement. At a minimum, the review shall be conducted by their direct leadership and a Human Resources representative. Based on this review they shall be eligible to receive individual increases within the ranges of their respective groups. Movement between groups shall be determined by the District.

**Eligibility:** In order to be eligible for an annual review, bargaining unit members must have an evaluation rating of effective or higher.

**Criteria:** Each eligible member of the union shall have the opportunity to review their performance and evaluation with their immediate supervisor. Additionally, the review shall take into account an administrator's evaluation, **district resources, building performance (student achievement), growth, overall contribution**, compensation history, and any other criteria that is communicated to the bargaining unit member in writing no later than October 1<sup>st</sup> of the school year. Union member may request the presence of a union representative during any portion of the evaluation process.

**Appeal:** An eligible bargaining unit member shall have the right to appeal the decision of the annual review to the Superintendent, who shall have the authority in their sole discretion to make a final determination on the matter.

5. The Southfield Public Schools and SASA agree to discuss and adopt an Additional Duties Pay Schedule by July 1, 2018 for implementation during the 2018-2019 school year.

B. Administrative Work Year

1. The Administrator shall perform his/her duties over the full 52 weeks of the School District's fiscal year, (July 1<sup>st</sup> to June 30<sup>th</sup>), less applicable vacation, leave and paid holidays. The fiscal year includes a total of twenty-four (24) paid holidays. These dates will be set annually by the Board.
2. No administrator shall be required to report for work on any day where an official public notice over radio stations WXYZ, WWJ, and WJR shall have closed the Southfield Public Schools.
3. Should a work stoppage occur by another bargaining group within the Southfield School District which requires the restructuring of the work schedule for administrators, the Board and the Association shall meet to jointly establish a new work schedule. Any new work schedule shall conclude on or before June 30, of the school year in which the restructuring of the work schedule is required and shall not require administrators to work on Saturday, Sunday or Holidays. The Board's decision with respect to any new work schedule shall be final. In no case shall the annual compensation or benefits for the school year involved, be reduced in any way by a restructuring of the administrative work schedule.

C. Work Beyond Contractual Days

1. If an individual administrator works beyond his/her contractual days in his/her assignment and responsibilities, and there is prior approval of the

Superintendent for such added days, such administrator shall be compensated on a prorated basis of his/her salary.

2. Additional administrative assignments beyond the administrator's contractual year and in areas different than his/her basic assignment and responsibilities shall be compensated on a rate determined by the Superintendent in consultation with the Association and approval by the Board of Education.
3. Any compensation beyond the administrators contracted salary regardless of the funding source must be pre-authorized by the Superintendent or designee.
4. Assignment as a Summer School Principal shall be available to non-Association individuals only when no Association member has applied for the position. Summer School Principal(s) shall receive a stipend of (\$7,800.00) for pre-planning, implementation and post planning of the Summer School Program.
5. Prorated shall be defined as: the contractual salary divided by the actual number of required work days for an administrator (i.e.; total days noted in Section B (above) minus holidays.) Proration will be used for determining compensatory or extended work day compensation.

#### D. Longevity


1. Administrators who have been employed by the Southfield Public Schools, in any capacity, for five (5) or more years shall receive an annual longevity payment as follows:
  - i. Administrators with five (5) years of service shall receive five-hundred dollars (\$500). Thereafter, add one-hundred dollars (\$100) per year of service.
  - ii. Service credit for each individual shall be limited to either 30 years or the years of service credited as of June 30, 1987, whichever is the greater.
2. These payments shall be made in December and shall be based upon the administrator having completed five years (5) or more on June 30 prior to the December payment. Such payment shall occur on the first regular pay in December. Involuntary termination shall not cause loss of compensation under this provision.

**IN WITNESS WHEREOF**, the parties have executed this document by their duly authorized representatives the day and year first above written.

**BOARD OF EDUCATION OF THE SOUTHFIELD PUBLIC SCHOOLS**

By  Board President      By  Board Secretary

The Southfield Association of School Administrators

By  Union President

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