

**A G R E E M E N T**

**July 1, 2011 – June 30, 2013**

**Board of Education  
Dearborn Heights School District No. 7**

**and**

**Dearborn Heights District No. 7  
Association of Principals and Assistant Principals**

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## **DEFINITIONS**

For purposes of the Agreement, the term “Principals” shall be defined as principals and assistant principals.

For purposes of the Agreement, the term “Board” shall be defined as the duly elected Board of Education.

For purposes of the Agreement, the term “Central Administration” shall be defined as the Superintendent, Director of Instruction and Personnel, and Director of Business Services.

## **ARTICLE I - RECOGNITION**

### **Section 1 – Recognition of Principals**

The Board hereby recognizes the Principals in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive collective bargaining representative for all certified personnel employed by the Board as Principals.

### **Section 2 - Exclusive Collective Bargaining Agreement**

The Board hereby agrees expressly that it shall not enter into any collective bargaining agreement with any other Principal or with any other collective bargaining organization on behalf of Principals during the term of this Agreement.

## **ARTICLE II – BOARD RIGHTS CLAUSE**

The Principals recognize that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested on it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing: The right to the executive management and administrative control of the school system, its personnel, its properties and facilities.

## **ARTICLE III – ASSOCIATION AND PRINCIPALS’ RIGHTS**

### **Section 1 – Agency Shop Clause**

All Principals shall be members of the Dearborn Heights District No. 7 Association of Principals and Assistant Principals and shall pay a representative fee to this organization. The collection of fees shall be the exclusive responsibility of the Principals.

### **Section 2 – Access to Board Information**

The Board agrees to furnish the Principals, upon request, such data as it may possess at the time concerning the financial resources of the district, cost of programs and any other information upon a subject which the Board is obligated to bargain.

### **Section 3 – Professional Leave (Conference) Days**

Professional leave (conference) days will be mutually agreed upon by the Superintendent of Schools and the President of the Principals' Association.

#### **Section 4 – Special Conferences**

The Superintendent and the President of the Principals' Association shall meet during the school year upon the request of either party at a mutually agreed upon time to discuss items relative to this Agreement.

#### **Section 5 – Creation of New Administrative Positions**

The Board reserves unto itself the prerogative of creating new administrative positions and such prerogative shall include establishing the duties that such new positions shall carry.

The law states that the Board must bargain wages, hours and working conditions.

#### **Section 6 –Demotion or Discharge of Principals**

- A. A Principal being considered for discharge or demotion has, at his/her option, ten (10) school days to:
1. Request and be accorded a meeting with the Superintendent to fully discuss the matter. (if an agreement can be reached at this step, no further action is necessary.)
  2. Request and receive at the option of the administrator a public or private hearing before the Board of Education. The Board of Education's policy statement relative to administrator dismissal, demotions or suspensions shall include the following basic elements of due process:
    - a. Specific written documented charges provided in advance to the administrator.
    - b. Representation by his/her own attorney.
    - c. The right to cross-examine witnesses.

The decision of the Board of Education shall be final and binding.

It is understood that any Principal may request and receive Association representation in steps 2 and 3 above if he/she so chooses.

- B. Any Principal who is demoted or who requests to be transferred to the classroom is to be placed at the appropriate step of the administrators' or teachers' salary schedule in accordance with his/her experience, training and seniority in the district as a teacher and administrator.
- C. Any Principal requesting transfer to a teaching position for which he/she is certified and qualified<sup>1</sup> will notify the Superintendent of Schools not later than sixty (60) days prior to the end of the current school year.

#### **Section 7 – Transfer and Reduction of Staff**

- A. Definition: Transfer within the unit shall mean the movement from one position to another position which has the same job specifications or to a position in which a Principal has previous experience.
- B. A Principal who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside of the unit are considered for that position.
- C. When an opening occurs, it shall be announced in writing to all Principals, and a period of at least five (5) school days shall be established for submitting written transfer requests to the Superintendent of Schools.

<sup>1</sup>According to state and federal requirements

- D. The following factors shall be considered by the Superintendent in all transfers:
1. Certification requirements.
  2. Length of administrative experience in and out of district.
  3. Length and area of professional experience within the system.
  4. Length and area of experience outside the system.
  5. Academic training.
  6. Seniority in the district as a teacher and administrator.
  7. Ability to perform the assignment.
  8. Any other factors that the Superintendent, or a committee appointed by him/her, deem important.
- E. Each Principal requesting a transfer shall be informed of the approval or denial of this transfer request within a reasonable time after the interview with the Superintendent, or his/her agents. Upon request, the reason for denial will be placed in writing.
- F. If, in the Board's opinion, it is ever necessary to reduce the administrative staff, it shall be on the basis of Section 7, Item D, Parts 1-6, of this Article.
- G. Any administrator laid-off or demoted because of a reduction in staff shall be appointed to the next administrative opening for which he/she is certified and qualified.
- H. The Board agrees that during the term of this Agreement it will not change the duties of any position within the bargaining unit without conferring with the Principal or Principals involved.

#### **Section 8 – Principal's Personnel File**

Derogatory materials shall not be placed in a Principal's file without providing the Principal with an opportunity to examine such material and attach appropriate information in his/her own defense. Each Principal shall have the right upon request to review the contents of his/her own personnel file. Those records marked for confidential examination, originating in agencies outside the school system, shall be considered outside the scope of this Article. The Principal shall have the right to a copy of his file. A representative of the Association may, at the Principal's request, accompany the Principal in this review.

#### **Section 9 – Interviewing Prospective Employees**

Each Principal shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment or transfer to his/her building.

### **ARTICLE IV – PAID LEAVE DAYS**

#### **Section 1 – "Frozen" Accumulated Sick Days**

A newly appointed principal shall have any sick days accumulated as a teacher in Dearborn Heights District No.7 "frozen" as of June 30 of the year that he/she is appointed to an administrative position. Frozen days; at the employee's discretion may be used for sick leave in the event that all administrative sick days have been exhausted.

#### **Section 2**

At the beginning of each contract year, the Principal will be credited with sixteen (16) paid leave days. Four (4) paid leave days may be used for personal business.

#### **Section 3 – Bereavement Days**

Up to five (5) paid leave days may be used for emergency illness in the immediate family (spouse, child, mother, father, spouse's mother, spouse's father).

Up to five (5) paid leave days may be used to attend funeral services for the following family members: spouse, child, mother, father, mother-in-law, father-in-law. Three (3) days may be used to attend funeral services for the Principal's sibling, grandmother, or grandfather.

If additional days are required to attend the funeral, it is permissible to deduct these days from the personal leave days, upon approval.

Proof of death may be required prior to disbursement of bereavement days.

#### Section 4

A Principal who is absent on days preceding or following a vacation; more than five consecutive working days or ten working days within a single school year due to illness or injury shall provide documentation from a medical doctor stating the date(s) of the illness/injury, diagnosis and a date for the return to work.

#### Section 5

Paid leave days earned as a Principal are allowed to accumulate from year to year. The paid leave days are provided to the Principal as protection from extended illness/injury. ~~Upon the Principal's death or retirement, the Principal or his/her beneficiary, will not receive compensation for any unused paid leave days earned while serving in the capacity of Principal.~~

### ARTICLE V – INSURANCE PROTECTION

#### Section 1 – Health Insurance

- A. New employees hired into the bargaining unit will be entitled to apply for hospitalization coverage, medical and dental.
- B. The Employer will provide each full-time employee with one of the following insurance packages:

##### Plan A – For employees needing health insurance

##### 1. Life Insurance - \$100,000 Negotiated Term Life with AD & D

2. Medical Coverage	Prescription Co-Pay	\$10/\$10	2007/08
	Prescription Co-Pay	\$10/\$20	2008/09
	RX Saver Plan		2010/11

- a. Health, dental and vision insurance provided by school district insurance plan. \$200/\$400 deductible and \$10 office visit.
- b. Employee contribution of minimum 20% insurance premiums
- c. Life - \$100,000 Negotiated Term Life with AD & D
  - Dental – 80/80/50; \$1,500
  - Vision-

##### Plan B – Excludes medical coverage

##### Insurance coverage provided:

- Life - \$100,000 Negotiated Term Life with AD & D
  - Dental – 80/80/50; \$1,500
  - Vision –
- 2. To be eligible for Plan B, an employee must provide the employer with proof of medical insurance coverage.
  - 3. Plan B must be elected by the employee at the beginning of each insurance enrollment period and continue for twelve months except as detailed in Item #6 below.

4. The employee to receive a stipend of \$125 per month in lieu of the medical insurance coverage defined in Plan A ( $\$125 \times 12 = \$1,500$ ). The stipend to be paid on a monthly basis.
5. Subject to the terms of the insurer, a Plan B participant may convert to Plan A if a change in insurance needs results from: marriage/divorce; birth or adoption of a child; death of the employee's spouse; a change in the employment status of the spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer.

The participant will not receive a stipend for the month in which the change in insurance coverage takes effect.

6. A participant in Plan B who converts to Plan A must retain Plan A coverage until the following insurance enrollment period.
- C. The employee shall report changes in family status to the Personnel Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
  - D. The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.
  - E. If required by law or the insurance carrier, employees may be required to submit an affidavit certifying that they are not covered under any other employer-sponsored group health insurance program before health insurance will be implemented by the Board.
  - F. Employees shall have benefits terminated on the last day of the month following termination of employment.
  - G. An open enrollment period shall be provided annually.

## **Section 2 – Life Insurance**

- A. Upon submission of a written application, the Board shall provide Principals, without cost, term life insurance protection in the amount of \$100,000 that shall be paid to the bargaining unit member's designated beneficiary.
- B. Principals who have Board-provided term life insurance, as provided through the health insurance plan, have a 30-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

## **Section 3 – Managed Sick Leave Program**

The Board shall provide to all bargaining unit employees a "Managed Sick Leave Program" with benefits at a rate of 70% of contractual salary – to a maximum monthly payment specified in the managed leave plan for the period of disability, but never beyond the age of sixty-five (65) years. Note: An employee may not collect from the managed leave program while using accumulated leave days. Employees are only eligible for the managed leave plan after

1. Meeting qualifying criteria specified in the managed leave policy.

AND

2. Employee has either exhausted his/her accumulated sick leave days or employee elects to stop using accumulated sick leave days once he/she begins to collect from managed care plan.

The Principal must exhaust his/her accumulated leave days to meet the qualification period as defined by the insurance provider. During the first year that a Principal is a party to this Agreement, the employer will provide any additional days/leave days that are required to satisfy the qualification period. Thereafter, it is the sole responsibility of the Principal to satisfy the qualification period.

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

#### **Section 4**

In the case of extended illness, the Board will provide health insurance and life insurance to the Principal --as defined in Article V, Sections 1 and 2-- for a period of one (1) calendar year.

#### **Section 5 – Liability Coverage**

Principals will be included in the District’s comprehensive liability insurance policy as per the terms therein.

### **ARTICLE VI – JURY DUTY**

Principals shall be allowed to serve on juries during the regular school year when called, and there shall be no financial penalty attached to such service in any way. however, it is understood that whatever amount is earned in such capacity is to be returned to the Board of Education and that such employees are to be paid their regular salary by the Board. Such days shall not be deducted from the accumulated leave days.

### **ARTICLE VII – FRINGE BENEFITS**

#### **Section 1** – Payroll Deduction Procedures

- A. The Board will provide payroll deductions under the following procedures and conditions:
  1. The Principals shall deliver to the office of the Director of Business Services duly signed and executed payroll deduction slips and in return receives forms indicating receipt of said deductions. Payroll deductions will be provided for the following:
    - a. Michigan Educational Credit Union
    - b. United Foundation Fund
    - c. U.S. Savings Bonds
    - d. Health and Accident Insurance
    - e. Tax-Deferred Annuities
    - f. Direct Deposit
    - g. Section 529 college savings plan
  2. Authorized deductions shall be for the same amount for each consecutive pay period and not less than Five Dollars (\$5.00) per pay period.



3. Changes in payroll deductions may not be made more than once in a calendar month and this change in deductions will take place on the first payroll of the month providing the written request for the payroll change (written request on Board of Education form) is received by the Payroll Department no later than seven (7) working days preceding the first pay of the month. In any case, no employee shall make more than three (3) changes in payroll deductions during any school year.
4. Payroll deductions may be terminated upon written request if given on or before the Monday preceding the payday.
5. U.S. Savings Bonds must be purchased on the basis of one (1) bond per three (3) consecutive pay periods.
6. When a Principal's employment is terminated, he shall be paid in full minus deductions as of his/her last pay. Principals who have had a leave of absence approved by the Board of Education shall also be paid in full minus deductions as of his/her last day.
7. Principals may elect to be paid on a ten (10) month or twelve (12) month basis for the current contract, unless the contract is terminated.
8. Wayne Out-County Teachers Credit Union shall be the only designated credit union for payroll deductions.
9. A change in exemption(s) on the W-4 withholding form can be made only at the beginning of the second semester. Such a request must be made in writing seven (7) working days preceding the first payday in the second semester. Exceptions: birth, death, marriage or a change in the Federal or State laws.

**Section 2 – Severance Pay**

No principal who retires from his/her position before completing the end of the school year shall be eligible for severance pay (medical retirement excluded).

<u>Service in District 7</u>	<u>Severance Pay</u>
15-19 years	\$1,500
20-24 years	\$2,000
25 + years	\$2,500

**Section 3 – Pay-Off of Accumulated Leave Days**

1. **Frozen Leave Days**

Upon retirement from Dearborn Heights School District No. 7 and qualification from State retirement system, one-half of the Principal's/Assistant Principal's daily rate (most recent position) based on the 1988-89 salary schedule will be paid to the employee for all frozen accumulated sick leave as defined in Article IV, section 1 of this agreement. Upon death, one-half of the Principal's/Assistant Principal's daily rate of pay (most recent position) based on the 1988-89 salary schedule<sup>2</sup> will be paid to the Principal's designated beneficiary for all frozen accumulated leave days as defined in Article IV, Section 1 of this agreement.

2. **Unused leave days (excluding frozen days)**

This section becomes effective when a unit member has accumulated more than 45 total paid leave days.

- a. At the end of each school year, the Board shall pay employee for each accumulated **leave** day beyond 45 days at the rate of \$100 per day.

<sup>2</sup>See Appendix A

- b. Upon retirement/resignation/termination, a unit member shall receive the rate specified in ‘a’ (above) for all accumulated paid leave days.

**ARTICLE VIII – MISCELLANEOUS PROVISIONS**

**Section 1**

Principals will not be assigned to bargain the Teachers’ Agreement. If the service of a Principal is requested, the Principal may serve at his/her option. Principals may be used as consultants. Remuneration shall be agreed upon by the parties.

**Section 2**

All administrators covered under this Agreement shall not be deemed to be granted continuing tenure in their administrative capacity by virtue of this contract of employment.

**Section 3**

All administrators covered under this agreement shall be entitled to one paid membership in a state or nationally recognized organization for school administrators provided that the annual cost does not exceed \$700.

**ARTICLE IX – CALENDAR**

**Work Days**

Elementary Principals, Secondary Assistant Principals	<b>198</b>
Middle School Principal	<b>203</b>
High School Principal	<b>208</b>
Dean of Students – Annapolis High	<b>187</b>

The employee may accumulate “comp days” for additional days worked beyond the normal calendar subject to approval by the Superintendent. The “comp days” will not accumulate beyond the current school year.

**Subsequent years per diem may be adjusted based on teacher days and salary scale.  
Days preceding and following the school year will be mutually agreed by Superintendent and union representative.**

**ARTICLE X – COMPENSATION**

**Section 1 – 2011/12 – All employees will remain at 2010/11 pay levels. (Pay freeze.)**

**2011/12- Step freeze**

**Wage and benefit re-opener in 2012/13**

**Section 2 – Employee has option of taking remainder of compensation reduction (6.8%) in pay reduction or insurance premium contribution.**

**Section 3 – Any work or program that meets the following criteria will be considered for extra pay for building administrators by mutual agreement between Superintendent or Designee and Principal Organization representative.**

- **Program approved by Superintendent or Designee that meets or requires work on a regular basis throughout the school year outside of the regular daily school hours (when all students must be in attendance).**
- **Any program approved by the Superintendent or Designee that meets criteria #1 and needs ongoing organization and supervision.**

**Section 125 tax deferred plan will be offered to all employees within this association.**

Beginning with the 2003/2004 school year, the principals' salaries shall be determined by applying an index formula to the maximum step for the MA + 30 category specified in the Teacher' Agreement. Salaries are determined by multiplying the MA + 30 maximum step by the index factors listed below<sup>3</sup>. All current employees will begin on step three (3). Current and future employees progress horizontally with the accumulation of years of service.

<sup>3</sup>See Appendix B for changes effective for 2007-08 and 2008-09 school years.

Position	Step 1	Step 2	Step 3	Step 4
Elementary Principal	1.09	1.105	1.12	1.135
Middle School Principal	1.12	1.137	1.154	1.171
Middle School Assistant Principal	1.085	1.1	1.114	1.128
High School Principal	1.2	1.21	1.22	1.23
High School Assistant Principal	1.09	1.105	1.12	1.135

**ARTICLE XI -- DURATION OF THE AGREEMENT AND SEVERABILITY**

**Section 1 – Duration of the Agreement**

- A. This Agreement shall be effective as of July 1, 2011 and remain in effect through June 30, 2013**
- B. This Agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit. These amendments must be approved by the Board of Education and the Association membership before they take effect.

**Section 2 – Severability**

The terms and conditions of this Agreement are subject to the laws of the State of Michigan and in the event that any provision is held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, such determination shall not invalidate the remaining provisions of this Agreement.

**New provision**

**This provision shall be construed consistent with PA4 in that an emergency manager under the Local Government and School District Fiscal Accountability Act shall have the full authority to reject, modify and/or terminate the collective bargaining agreement in whole or part under the Local Government and School District Fiscal Accountability Act.**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

**1988-89 Principal Salaries (as referenced in Article VII, section 3)**

<b>Position</b>	<b>Salary</b>	<b>Work Year</b>	<b>Per Diem</b>
<b>Principal:</b>			
Elementary	\$54220.10	42 weeks	\$258.19
Middle School	\$57670.47	44 weeks	\$262.14
High School	\$59149.20	46 weeks	\$257.17
<b>Assistant Principal:</b>			
Middle School	\$55698.83	44 weeks	\$253.18
High School	\$56191.74	44 weeks	\$244.31