

AGREEMENT
BETWEEN THE
SOUTH REDFORD SCHOOL DISTRICT
AND THE
SOUTH REDFORD ADMINISTRATORS ASSOCIATION

2017-2019

SOUTH REDFORD SCHOOL DISTRICT
26141 Schoolcraft
Redford, Michigan 48239

An Equal Opportunity Employer

AGREEMENT
BETWEEN THE
SOUTH REDFORD SCHOOL DISTRICT
AND THE
SOUTH REDFORD ADMINISTRATORS ASSOCIATION

THIS AGREEMENT entered into this 14th day of August 2017 by and between the SOUTH REDFORD SCHOOL DISTRICT, TOWNSHIP OF REDFORD, STATE of MICHIGAN, through its Board of Education, hereinafter called the "Board", and the SOUTH REDFORD ADMINISTRATORS ASSOCIATION, hereinafter called the "Association".

PREAMBLE

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of South Redford is their mutual aim; and

WHEREAS, Public Employment Relations Act, Act 379 of the Michigan Public Act of 1965 (hereinafter referred to as PERA) permits an employees' organization to become the exclusive bargaining agent for the employees named in the unit appropriate for such purposes; and

WHEREAS, The Board has statutory obligation, pursuant to PERA, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, The Board and the Association following extended and deliberate collective bargaining have reached certain understandings which they desire to confirm in the Agreement,

THEREFORE, The Board and the Association have agreed as follows:

RECOGNITION

Pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 9147, as amended, the South Redford Administrators Association is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

All Elementary Principals, Middle School Principals and Assistant Principals, High School Principal and Assistant Principals, District Athletic Director, Student Services Director and Communications Director. Excluding: Superintendent, Assistant Superintendent, Finance Director, Transportation Director, Maintenance/Custodial Supervisor, all other employees.

FAIR EMPLOYMENT PRACTICES

- A. Every administrator as herein defined shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted legal activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any administrator in the enjoyment of any rights conferred by the laws of the State of Michigan and the United States; nor will it discriminate against any administrator with respect to wages, hours, or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or the institution of any grievance or complaint under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.
- C. The Association agrees that it shall admit all administrators to its membership without discrimination by reason of race, creed, color, national origin, sex, or marital status, and to represent equally all administrators without regard to membership or participation in or association with the activities of any other organization.

RIGHTS OF THE BOARD

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in 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:
1. To the executive administration and management of the school system and its properties and facilities, and the professional responsibilities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the 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 provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, and the selection of textbooks and other teaching materials.
 5. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of administrators, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such expressed terms hereof are in conformance with the Constitution and the provisions of Public Act 379 and other laws of the State of Michigan, and the Constitution and laws of the United States.

FRINGE BENEFITS

The Board agrees to provide for all administrators the following benefits subject to the conditions as described below:

A. HEALTH/HOSPITALIZATION

For nonaffiliated administrators selecting healthcare, the District shall pay a contribution not to exceed the hard cap amount set forth in M.C.L. 15.1563(3) for healthcare premiums. Administrators will pay any premium above the hard cap and all deductibles. Administrators electing healthcare coverage may choose either MESSA Choices II (for those that are grandfathered), MESSA ABC1 or MESSA ABC2.

Each administrator will pay any premium which exceeds the above stated hard caps to the District to participate in a health/hospitalization plan.

If a the administrator chooses a plan with a Health Savings Account (HSA), the District will prefund the HSA in an annual installment and the administrator will reimburse the District for the amount which the premium and HSA contribution exceeds the annual hard cap in equal payments throughout the year.

The carrier may be changed if substantially equivalent coverage can be obtained at a significant savings to the Board.

B. DENTAL

The Board shall make full premium contributions for each administrator and his/her dependents upon written application for dental benefits. The carrier for dental coverage shall be MESSA/Delta Dental Plan Auto + (Class I 100%-90%; Class II 90%) with 007 Rider (Class III 80% - Lifetime max \$4,000) with annual maximum dental coverage of \$1,500. The carrier may be changed if substantially equivalent coverage can be obtained at a significant savings to the Board.

C. LONG-TERM DISABILITY

1. The Board shall provide, without cost to the administrator, long-term disability insurance assuring payment to the administrator in the event of illness and/or disability at the following rate:
 - a. Monthly benefits will commence after 180 calendar days of illness and/or disability and be payable at 66 2/3% of the administrator's annual salary to age 65 years according to the insurance policy in effect.
 - b. Benefits will be reduced by amounts received from other employer-sponsored sources including, but not limited to, Worker Compensation, Social Security, and Michigan Public School Employee's Retirement Fund. However, a rise in Social Security disability and/or Michigan Public School Employees' disability benefits shall not be subtracted from disabled administrators' benefit for which the carrier is initially liable.
2. Administrators eligible for long-term disability benefits shall have been actively at work at least one day after the effective date of long-term disability coverage, and prior to any illness and/or disability for which benefits are claimed.

3. Long-term disability coverage shall terminate as specified in the insurance contract. Coverage of administrators who leave their employment with the Board shall terminate on the date the administrator ceases to be actively engaged in work with the Board.

D. VISION

The vision program provided will be Vision Service Plan (VSP) III Gold. The carrier may be changed if substantially equivalent coverage can be obtained at a significant savings to the Board.

E. TERM LIFE INSURANCE

The District will provide the premium payments for term life insurance with coverage equivalent to 2 ½ times the annual salary for the year. The insurance will be for the administrator only.

Administrators who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

F. PAYROLL DEDUCTIONS

In the event of written authorization by administrators for benefits in excess of the program authorized by the Board, or in the event of written authorization by administrators for additional coverage, payroll deductions are authorized by the Board over a minimum of 24 pays.

G. BEGINNING OF COVERAGE

For newly employed and/or recalled administrators, such coverage shall begin on the first day of the month following the first day of employment, except in such instances where the coverage would be provided at no cost to the employer.

H. SELECTION OF CARRIER

The Board retains the right of final determination with respect to the selection of a group insurance carrier.

I. CONTINUATION OF PREMIUMS

If an administrator who has elected two-person or family hospitalization insurance coverage dies, the Board will continue to pay the premiums for such hospitalization coverage for a period of six (6) months following the administrator's death provided that the surviving spouse is not eligible for coverage through a comparable plan.

J. WAIVER OF HOSPITAL AND MEDICAL INSURANCE

1. Married administrators, with or without dependents, who do not elect to enroll in the hospitalization plan described in Section A are eligible for a stipend in the amount of \$2,400 per year.
2. An administrator may elect to change from the stipend arrangement to the hospital-medical insurance program by reason of a change in marital status, a change in the employment status of a spouse carrying health insurance, or by reason of the death of a spouse or dependent, or the addition of a dependent. Otherwise, an administrator may change from the stipend program to the hospital-medical insurance program, or the reverse, for the forthcoming year only during the enrollment period being at the beginning of the school year.
3. The liability of the Board to make contributions to the stipend program for the benefit of any administrators whose employment, for any reason, is terminated by the Board shall terminate with the pay for the last pay period in which the administrator was actively employed by the Board.
4. Application for a stipend in lieu of hospital-medical insurance must be made during the open enrollment period.

K. LEAVES OF ABSENCE

The above insurance benefits shall not be extended to administrators on leaves of absence unless specifically agreed to by the Board.

L. DENTAL, VISION, LIFE, AND HOSPITAL-MEDICAL INSURANCE EXTENSION OF COVERAGE

Benefits shall be extended to administrators for dental, vision, life, and hospital-medical insurance coverage (as well as eligibility for a stipend contribution by the Board) but shall cease as herein described:

1. To any administrator who resigns or retires from employment with the Board during the school year - at the end of the month in which his/her resignation or retirement is effective.
2. To any administrator who retires from employment with the Board at the end of the school year - at the end of June. During July and August following retirement of the administrator, the Board, upon written receipt of health insurance premium payment by the retiree, will reimburse the administrator the difference between the total insurance premium of the insurance provided through MPSERS--and the state's contribution. If an administrator resigns from employment with the Board at the end of the school year and is not eligible for benefits through MPSERS - on the last day of August following the resignation.
3. To any administrator on layoff - two months following the month in which layoff occurs.
4. To any administrator commencing an approved leave of absence without pay during the school year - at the end of the month in which the leave commences.

5. To any administrator commencing an approved leave of absence without pay at the end of the school year - on the last day of August following such last duty day.
6. Any administrator receiving LTD benefits for a period of two (2) consecutive years -at the end of the month in which the person completes their second year of LTD benefits. At the end of the two-year period, the administrator must apply for and show proof of denial for disability retirement from MPSERS and the Social Security Administration. In the event the administrator has been denied disability retirement, the District will continue to provide hospitalization for an additional year. The administrator must reapply and show proof of denial on an annual basis to continue hospitalization benefits. In no event will the District provide hospitalization benefits for more than a four-year period.
7. To any administrator placed upon, or who is granted disability retirement status, and who is eligible for state retirement benefits - at the end of the month in which retirement takes place, except as provided in Section "f" of this Agreement.
8. The liability of the Board to make contributions to a stipend program for the benefit of any administrator who, for any reason, terminates his/her employment with the Board during the school year shall terminate with the pay for the last pay period in which actively employed by the Board.
9. The liability of the Board to make contributions to a stipend program for the benefit of any administrator who, for any reason, terminates his/her employment with the Board at the end of the school year, or who is placed on layoff, shall terminate two months following the month in which the termination/layoff took place.

M. LIMITATIONS

1. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning the nature, extent, and duration of benefits, eligibility and termination of coverage, and other matters related to insurance benefits.
2. The Board, by payment of the premiums required to provide the coverage set forth in the Article, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in liability for the Board nor shall such failure be considered a breach of either of any obligation under this Article.
3. Differences between administrators or beneficiaries of administrators and any insurance company shall be subject to the dispute resolution procedures established by the carrier.

N. UNUSED VACATION DAYS

Administrators eligible for paid vacation days provided in this plan must use these days no later than June 30 of each school year. If for any reason the administrator is unable to take or does not fully use all of the available paid vacation days by June 30, then unused days may be accumulated or banked up to a maximum accumulation of 30 days. No administrator shall be permitted to accumulate unused vacation days in excess of 30. Any vacation days which have not been used in a particular school year and which exceed the 30-day maximum accumulation cannot be used in any subsequent school year and shall not be paid. In no event shall the South Redford School District pay or reimburse an administrator for any unused vacation days in excess of 30.

RETIREMENT

A. SEVERANCE PAY

Administrators who actually retire from the South Redford School District and are eligible to draw retirement allowance from the Michigan Public School Retirement Fund shall receive a lump sum severance allowance of \$100.00 for each full year of teaching service in the South Redford School District and \$525.00 per year for each full year of administrative service in the South Redford School District. Such benefit shall be paid only once to an administrator or to his/her estate in the event of the administrator's death. Should an administrator return to employment after such payment, at his/her own request or at the request of the Board, he/she will not be eligible for further payment of this benefit.

B. EARLY RETIREMENT BENEFIT

1. GENERAL

- a. To be eligible for benefits under this program, an administrator must have been employed for at least fifteen (15) years by the South Redford School District as an administrator and be eligible for benefits under the Michigan Public School Employees' Retirement System and be actively at work at the time of the request.
- b. In the event an administrator has been employed in the District for at least fifteen (15) years, but has not served as an administrator for that period of time, then his/her monthly stipend will be calculated on a prorated basis with the time spent as a teacher calculated on the criteria set forth for teachers and the years spent as an administrator calculated on the basis of the administrative plan.
- c. Retirement shall be defined as discontinuance of employment with the school district and submission of proof to the effect that the Administrator will actually receive retirement benefits from the Michigan School Employee Retirement fund, or the period commencing in the first day of the month following his/her termination.
- d. It is understood that if a final, unappealed judgment of the Michigan Supreme Court, the Michigan Court of Appeals, the United States Supreme Court, the

Sixth Circuit Court of Appeals or the United States District Court for the Eastern or Western District of Michigan holds that this plan or any part thereof, or any substantially similar plan or part thereof established by any other Michigan school district, is unlawful for any reason, then this plan will be null and void to the extent that it is unlawful and all benefits held to be unlawful will cease. In such event, all administrators who at that time are functioning under the Early Retirement Plan will be eligible to return to work with the School District in positions for which they are certified and qualified.

2. RESTRICTIONS

- a. All fringe and salary benefits shall cease at the end of the month the retiree has been on the plan for seven (7) years.
- b. In the event of a retiree's death, all benefits of this plan will cease at the end of the month of his/her death.
- c. An administrator retiring under the Early Retirement Incentive Plan will not receive any payment or benefits for any period that he/she is receiving Worker Compensation or Unemployment Compensation or Underemployment Compensation paid for by the South Redford School District.
- d. If the State Retirement Board increases the South Redford retirement contribution percentage for the purpose of increasing benefits for retired administrators, retiree's benefits shall be reduced by the increased amount he/she receives from the State Retirement Board.
- e. If a National Health Insurance Plan is enacted at no cost to the individual, health benefits under this plan will cease on the effective date of such legislation.
- f. Retirees eligible to be covered by their spouse's health insurance shall not be eligible to receive that benefit from the South Redford School District, until they are no longer covered by that benefit. If a retiree is receiving health insurance coverage through any other employer, he/she shall not be eligible for health insurance through the South Redford School District until he/she is no longer covered by said benefit.

3. RIGHTS

- a. Administrators qualifying for benefits under the plan will receive them on a monthly basis.
- b. Written receipt of health insurance premium payment by the retiree must be forwarded to the South Redford Business Office for reimbursement. In order to be reimbursed, submission of this receipt must occur within six months of the insurance premium payment. It is understood that this reimbursement is for the difference between the total insurance premium of the insurance provided through the Michigan Public School Employees' Retirement Board and the state's contribution up to 10% of the total premium.

4. ELIGIBILITY FOR THE PLAN

- a. Administrators wishing to participate in the program must submit a written notification of their intent to retire to the Superintendent, no later than March 15 of the year in which they wish to retire. Benefits and payments will be effective as of July 1 of the year in which the administrator terminates employment.
- b. For administrators retiring in a manner other than that described in section 4.a., benefits will be prorated for the remainder of the school year. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to retirement for retirees wishing to retire during the school year. This three (3) month notice may be waived by the Superintendent due to extenuating or unusual circumstances.

5. EARLY RETIREMENT INCENTIVE BENEFITS

- a. A lump sum payment in the amount of 1/6 of salary, exclusive of money for longevity and advanced degrees.
- b. A base allowance of \$425.00 shall be given to each administrator approved for this purpose.
- c. Additional monetary allowance will be computed as follows:
 - (1) each administrator will be credited one (1) day per month for each month of contractual employment for each of the last fifteen (15) years worked, not to exceed 180 days.
 - (2) number of days missed due to illness during the period specified in (1) will be subtracted from the number of days credited, except that verifiable illness of a continuing nature and verifiable personal illnesses* shall not be subtracted.

* Verifiable personal illnesses shall be defined as an illness in which a physician's statement indicating the nature of the illness and the recommended recovery period is on file in the Personnel Office.
 - (3) the remaining days as computed in (2) above will be multiplied by \$6.50.
 - (4) the amount arrived in (3) above will be added to the base in section 5.b. to arrive at the monthly allowance.
- d. Term Life Insurance - \$50,000

SALARY SCHEDULE

POSITION	# OF WEEKS WORKED	# OF WORK DAYS	PAID HOLIDAYS	PAID VACATION	DAYS NOT PAID	TOTAL DAYS PAID	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Middle School Assistant Principal	43	200	7	8	45	215	90,200	92,638	95,075	97,513	99,951
High School Assistant Principal	45	210	7	8	35	225	94,395	96,947	99,498	102,049	104,600
Athletic Director	45	210	7	8	35	225	84,036	86,307	88,578	90,849	93,120
Elementary Principal	43	200	7	8	45	215	93,566	96,095	98,624	101,153	103,682
Director Student Services	43	200	7	8	45	215	93,566	96,095	98,624	101,153	103,682
Director of Technology	52	228	10	22	0	260	90,776	93,230	95,683	98,136	100,589
Middle School Principal	45	210	7	8	35	225	97,600	100,238	102,876	105,514	108,152
High School Principal	48	222	10	8	20	240	107,923	110,840	113,756	116,673	119,590

ADDITIONAL PROVISIONS

Master's Degree + 30 semester hours (30 hours acquired after Master's Degree) - \$750.00 Master's Degree + Specialist Degree - \$1,000.00

Master's Degree + Ph.D. or Ed.D. - \$2,500.00 Longevity - 2.5% of salary beginning 16th year with School District

If hired prior to July 1, 2008: Tax-deferred annuity equal to 3% of salary

- 2017-2018- Implement the re-indexed salary schedule. 1.25% on schedule for those that are on the top step.
- 2018-2019- One Full Step for those on steps. 1.25% on schedule for those that are on the top step.

DURATION OF AGREEMENT

- A. This Agreement, all of its provisions and appendices shall become effective, unless otherwise specified, on August 14, 2017. It is expressly understood, that this Agreement shall not be extended orally, and that said Agreement shall expire at midnight of June 30, 2019.

- B. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:
 - 1. Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose; and
 - 2. Approved by the Board of Education of the South Redford School District by resolution duly adopted.

- C. It is agreed that either party, on or before November 1, 2018, may give written notice to the other of its desire to negotiate a new Agreement for the following school year, and meetings for such purposes will begin at a time mutually agreeable to the parties.

- D. It is agreed that neither party shall demand any modifications to this Agreement; nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement excepting as provided in Article VII, "Continuing Contract Review" as contained in this Agreement.

- E. To the full extent permitted by law, this Agreement shall be binding upon the Board of any school district into which, or with which, this District shall be merged or combined.

IN WITNESS WHEREOF, The parties have executed this Agreement by their duly authorized representatives this 14th day of August 2017.

FOR THE BOARD

FOR The ASSOCIATION

President

President

Secretary

Chief Negotiator