

COLLECTIVE BARGAINING AGREEMENT

between the

SOUTHGATE COMMUNITY SCHOOL DISTRICT

and the

SOUTHGATE PRINCIPALS

AND SUPERVISORS ASSOCIATION

JULY 1, 2013 - JUNE 30, 2018



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## PREAMBLE

This Agreement entered into this day, July 1, 2013, by and between the Southgate Community School District, Southgate, Michigan, hereinafter called the "District," and the Southgate Principals and Supervisors Association, hereinafter called the "SPSA."

## WITNESSETH

WHEREAS, the District and the SPSA recognize and declare that providing quality education for the children of Southgate is their mutual aim and that the character of such education depends in part upon the quality and morale of the administrative service; and,

WHEREAS, the District agrees to bargain in good faith with the SPSA as representatives of its administrative personnel with respect to hours, wages, and other conditions of employment; and,

WHEREAS, the District and the SPSA can best achieve these most important aims by a cooperative and meaningful negotiation process and by depending upon each other's ability, experience and judgment in formulating understanding, and making decisions that involve matters of mutual concern and which affect the quality of the educational program; and,

WHEREAS, the District and the SPSA, following extended and deliberate negotiations, have reached certain understandings;

THEREFORE, the District and the Association agree as follows:

## ARTICLE I - RECOGNITION

- 1.1 The District recognizes the SPSA as a sole bargaining representative for all Principals, Assistant Principals, Athletic Director, Career Tech. Director, teaching principals, Athletic Director, Director of Adult Education, Director of Special Services, Director of Technology, and Assistant Director of Special Services, Assistant Director of Adult Education, Curriculum, State and Federal Programs Director, Director of Food Services, excluding the Superintendent of Schools, Business Manager, Administrative Assistants, Director of Maintenance of Transportation and classroom teachers and all other employees not included above.
- 1.2 The District agrees not to negotiate with any administrators' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual Administrator from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement.
- 1.3 The District shall notify the SPSA of any newly established administrative position, including part-time positions included within the bargaining unit of 1.1 above, and upon request will meet with the SPSA to determine if the position properly belongs within the SPSA bargaining unit. If the parties are unable to agree to the inclusion or exclusion, then the matter shall be resolved by the Michigan Employment Relations Commission issuing a "unit determination."



## DURATION

This agreement is effective immediately upon ratification by the last party and shall continue in effect until July 1, 2018 and binds the parties and their successors.

2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to its terms.
3. It is the mutual objective of the parties to recognize this agreement throughout the entire of the stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.

This Agreement shall be effective as of July 1, 2013 and shall continue in effect until the 30th day of June, 2018. At midnight June 30, 2018, this Agreement shall terminate.

The parties shall continue to negotiate in good faith with regard to the other terms and conditions in the current collective bargaining agreement with respect to the 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years. The parties also agree to wage and health care re-openers each year based on the financial situation of the district.

## ARTICLE II -- ADMINISTRATOR RIGHTS

- 2.1 The District and the SPSA agree not to discriminate against any administrator, as established by law, on the basis of race, creed, religion, color, national origin, age or sex, or disability; nor shall the District or SPSA violate an administrator's rights under the Public Employment Relations Act. Provided, however, an alleged violation of this section, which is properly made the basis of a grievance, may be grieved up to the Board of Education; but, the Board of Education's decision shall not be subject to arbitration.
- 2.2 Upon the approval of the Superintendent of Schools, and in accordance with the "Facility Use Policy," the SPSA shall have the privilege of using school building facilities at reasonable hours for meetings and other activities. If the activity should require extra custodial staff, then a charge will be made in keeping with established rates.
- 2.3 The District, at no cost to themselves, agrees to furnish to the Association, in response to reasonable requests, the available public records concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other public records as will assist the Association in developing intelligent, accurate, informed and constructive negotiations. Provided, however, an alleged violation of this section may be grieved up to the Board of Education, but the Board of Education's decision shall not be subject to arbitration.



### ARTICLE III -- PROFESSIONAL COMPENSATION

- 3.1 The salaries of administrators covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement.
- 3.2 An Administrator covered by this Agreement, who is employed during the school year, shall receive a prorated share of the applicable salary and fringes based on the time services are actually rendered.
- 3.3 An Administrator having a grievance shall not suffer a loss of compensation while engaged in a grievance arbitration hearing during the time students are in session. If additional administrative witnesses are needed, and the School District elects not to pay said administrators, then the arbitration hearing shall be held after the student day.
- 3.4 Upon the approval of the Superintendent of Schools, or designee, a member of the SPSA may attend one national, state or local convention of choice in order to maintain and develop one's educational competency. Approval must be secured in advance by using the following guidelines:
- 3.5 a. Submit conference request form to the Curriculum Director, including pertinent data concerning the conference, meeting, or seminar at least ten (10) business days in advance of event if advance payment of the expenses is to be made and follow district procedures for approval and reimbursements.
- 3.6 Use of personal automobile while conducting authorized school business shall be reimbursed as follows:
- a. Travel outside Wayne County will be compensated at the rate allowed by the IRS for mileage business deduction.
- b. A \$50.00 per month travel allowance for ten (10) months for the AHS Athletic Director.
- 3.7 Pay Period: The individual administrators shall receive twenty-six (26) equal payments annually.
- 3.8 Experience Credit
- An administrator to be newly employed by the School District may be granted experience credit on the salary schedule for outside administrative experience, but not to exceed four (4) years commensurate with a wage greater than wage paid to highest paid assistant in that building.
- 3.9 The Board will pay the professional membership to a regional, state, or national organization of each administrator's choosing. Personal liability fees are excluded.

## ARTICLE IV -- WORKING CONDITIONS

- 4.1 Employees in administrative capacity are expected to make recommendations upon request and/or voluntarily to the Board or its authorized representative regarding the educational program of the school, the conditions of buildings, grounds, equipment and materials and/or other factors important to the efficient management of the total school program. Such written and substantiated recommendations will be given consideration by the Board or its authorized representative.
- 4.2 Requisitions and purchase orders will be given prompt attention. The electronic requisitions and purchase orders are to be properly prepared, educationally and budgetarily justified and necessary to the operation of the school and its program. Those requisitions and purchase orders not approved shall be returned to the proper source and upon the request of the building administrator written reasons given for disapproval. It is the responsibility of the Building Administrator to check all purchase orders and requisitions for accuracy using the Board Purchasing Policy Guidelines.
- 4.3 Each Administrator shall be responsible for preparing a budget and establishing efficient bookkeeping procedures so as to insure a reasonably accurate and up-to-date record of expenditures.
  - a. No budgetary expenditures are permissible without a purchase order or requisition properly prepared and approved by the Building Principal, Supervisor, and/or Director whose account is being charged.
- 4.4 Assignment of building teaching schedules and rooms within the guidelines of existing policy, rules and regulations are the responsibility of the Administrator.
- 4.5 The District agrees that no member of the SPSA shall be assigned as chief spokesman for the Board in any negotiating or collective bargaining sessions with other employee bargaining groups unless the administrator agrees. Such agreement does not prevent the appointment to and participation of administrators as consultants to the Board's bargaining teams (teachers and custodial, etc.)
- 4.6 As building enrollments and related problems develop, upon the request of the SPSA, the Superintendent of Schools, or designee, agree to discuss the matter of the need for additional employees. Upon the request of an administrator, the Superintendent of Schools, or designee, will discuss the need for additional clerical employees.

## WORKING CONDITIONS - (Continued)

- 4.7 All instructional personnel, including aides, are to be supervised by the building administrator during the time they are scheduled in the building. Upon the request of the building administrator, the Superintendent of Schools, or designee, will discuss the working hours, schedules, and problems which may arise concerning the maintenance, custodial and cafeteria staff.
- 4.8 Clerical assistance will be provided to an administrator upon the approval of the Superintendent, or designee, and when
- a. the administrator's regular secretary is absent and the secretary is the only clerical person in the building or department.
  - b. a secondary building administrator's secretary is absent for an extended period of time and the workload cannot be handled.
  - c. Every effort will be made to match the secretary's work year with the building administrator's work year.
- 4.9 If the work schedule of the Director of Adult Education involves supervision of evening programs and/or summer activities, the schedule shall be flexible.
- 4.10 The Superintendent, or designee, shall give consideration to the recommendation of the building principal before the hiring of a certified teacher or an instructional aide, but the decision of the Superintendent, or designee, shall be final. All district hiring practices must be followed.
- 4.11 Administrative staff meetings shall commence shortly after the student day only when the Superintendent, or designee, determines that disruption of the student day should be minimized.
- 4.12 If there are substantial changes in the duties of any existing administrative position in the bargaining unit, the SPSA shall be given the opportunity to discuss these changes with the Board. Should it be mutually agreed that the job responsibilities have been significantly increased, the salary of the modified position shall be negotiated.
- 4.13 The Building Principal shall be responsible for organizing and maintaining the course of study in the school with guidance from the Curriculum Director. This course of study shall be subject to final approval by the Superintendent of Schools and Board of Education.

WORKING CONDITIONS - (Continued)

- 4.14 Employees covered by this agreement shall be allowed a lunch period recognizing that the administrator is still responsible for all duties associated with the position.
- 4.15 Employees in an administrative capacity are expected to remain abreast of research and current trends in education such as instructional techniques and strategies, learning theories, child growth and development, curriculum, group dynamics, reporting requirements and other matters necessary to be instructional leaders.
- 4.16 The employer and the Union shall abide by the Americans with Disabilities Act, and the employer has the right to take those actions necessary to comply with the Americans with Disabilities Act.

## ARTICLE V -- SICK AND DISABILITY LEAVE

5.1 Each Administrator shall be allotted a number of sick leave days per year according to the following:

- 41 - 43 weeks work year - 11 days
- 44 weeks or more work year - 12 days

At the end of each school year, any unused sick days shall be credited to the individual Administrator's sick leave bank and over the years may accumulate to a maximum of 235 days.

5.2 Absences charged to the Administrator's sick leave bank are as follows:

- a. Personal Illness or injury
- b. Family illness or injury
- c. Time needed off under Family Medical Leave Act and District guidelines.

5.3 Absence from the job shall be reported to the Office of the Superintendent daily and proper affidavits of absence will be filled out upon return to work.

5.4 Seniority administrators requiring a leave that extends beyond the period compensated under 5.1 shall be granted:

- a. The Family Medical Leave (upon meeting the requirements of the Act and per District guidelines)
- b. A health leave, upon written request, and a physician's recommendation, for the time period necessary for the administrator to recover from the illness or disability, but in no event shall the leave extend beyond a maximum of one (1) year without the approval of the Board of Education, or its designee.

Any health leave granted under this section shall be without pay, fringe benefits or sick day accrual, but seniority shall continue to accrue.

District and Family Medical Leave Act guidelines will apply, when applicable, to all sick leaves.

5.5 If an administrator reasonably expects not to be able to perform normal daily duties and functions for more than fifteen (15) working days due to illness or disability, that administrator shall immediately notify the Human Resources Office of this fact, and shall provide the Personnel Office, at one's expense, with a physician's statement setting forth the specific illness or disability, the date the administrator's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that an administrator will comply with this section not more than two (2) months after pregnancy has been determined.

## SICK AND DISABILITY LEAVE - (Continued)

- 5.6 The Superintendent, or designee, may, at any time during the leave, require an administrator to submit from one's physician pertinent medical records and, at the District's expense, to be examined by a District-appointed physician, psychologist or other professional to determine if the administrator is disabled, mentally or physically, or ill to the extent one is unable to perform one's normal daily duties and functions. The Superintendent or designee may periodically require the administrator, at the administrator's expense, to submit a physician's statement verifying the continued medical necessity for the employee's absence.
- 5.7 Any leave connected with illness must be substantiated by a physician's statement. An administrator returning to work after a medical leave (physical or mental) shall present a written statement from a physician attesting to the administrator's ability to perform regular duties. The School District reserves the right to have an independent examination by a District-appointed physician, psychologist, or other professional for clearance before permitting an employee to return to work. The cost of this checkup will be borne by the School District.
- 5.8 Upon the recovery within one year from an administrator's last day worked and the submission of the appropriate physician's statement, then the administrator shall be returned to his/her original position. If the administrator's recovery exceeds a one-year period of time, but is within a granted leave period, then the administrator shall be assigned to his/her original position if vacant or to an administrative vacancy for which, in the sole discretion of the Superintendent, he/she is qualified.

## ARTICLE VI -- LEAVES OF ABSENCE

### SHORT TERM LEAVES

- 6.1 Short term leaves of absence with pay, unless otherwise stipulated, not chargeable against the Administrator's accumulated leave days, shall be granted for the following:
- a. A maximum of five (5) days per school year for each death in the immediate family - spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, or any dependent as described by Internal Revenue returns for tax purposes.
  - b. An absence of one day per school year for a death not covered in section (a) above.
  - c. Judicial Leave - Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall forward to the district any pay received for attendance at the proceeding. The member shall retain any payment for mileage.
- 6.2 Three (3) personal business days per year will be granted to each employee to be used in cases where personal business cannot be conducted after work hours or on weekends. Any unused personal business days shall be added to the sick leave bank of the Administrator at the end of the school year.
- a. Personal business days shall be requested in advance through the Office of the Superintendent, where possible; and shall not be used to extend vacations. Affidavits are to be filed upon return to work.
  - b. Additional personal business days may be granted without pay with advance written request and approval of the Superintendent of Schools.
- 6.3 A maximum of five (5) days per year, without pay, shall be granted for marriage with advance request to the Superintendent of Schools.

## LEAVES OF ABSENCE (Continued)

### PERSONAL LEAVES OF ABSENCE

- 6.4 Personal leaves of absence up to six months may be granted upon such terms and conditions as shall be agreed upon by the Superintendent, or designee. If the leave of absence exceeds six months, then the terms and conditions of the leave shall require the approval of the Board of Education.

### SABBATICAL LEAVE

- 6.5 1. Authorization:
- a. Sabbatical Leave of Absence may be granted to members of the Administrative staff. The granting of such leaves is subject to the approval of the Board, upon recommendation of the Superintendent, when in its considered judgment the professional competence and welfare of the schools will be benefited.
  - b. The rules and regulations of the Southgate Sabbatical Leave Program shall be interpreted in accordance with the School Code.
2. Eligibility and Qualifications:
- a. Any Administrator employed by the District, who meets the qualifications, shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:
    - (i) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the District.
    - (ii) Sabbatical Leaves of Absence may be granted to not more than one (1) Administrator in any one year.
    - (iii) Sabbatical Leave may be granted for one (1) complete school year.
    - (iv) The applicant signs an agreement to return to service with the Southgate Board of Education immediately on termination of Sabbatical Leave and to continue service for a period of not less than one (1) year (unless causes beyond control prevent it). Failure to comply must result in a refund of any compensation received from the Board while on leave. The refund shall be repaid within two (2) years of termination date of the Sabbatical Leave.



## LEAVES OF ABSENCE - (Continued)

### 6.5 (Continued)

#### 3. Purpose of Sabbatical Leave:

- a. Sabbatical Leave is given to Administrators to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and travel.
- b. The following information shall be presented in the application:
  - (1) For formal study - a program to study at an accredited college or university should be briefly outlined.
  - (2) For research - a program of research under the guidance of competent research personnel should be briefly outlined.
  - (3) For travel - a written plan, including the proposed itinerary, shall be submitted.
  - (4) For other reasons - a written plan shall be submitted stating goals and objectives which are sought.

#### 4. Application Requirements:

Written application for Sabbatical Leave must be filed with the Superintendent not later than October 1<sup>st</sup>, for a second semester leave; by April 14, for a first semester leave.

#### 5. Requirements and Status While on Sabbatical Leave:

##### Financial Policies:

- a. Compensation for a staff member on Sabbatical Leave shall be one-half (1/2) of the salary the person would receive if on active status, and pay, unless otherwise mutually agreed.

## LEAVES OF ABSENCE - (Continued)

- 6.5 (cont)
- b. Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with provisions of the Board for payment of salary to other members of the regular staff.
  - c. On returning from Sabbatical Leave, the employee shall be entitled to the automatic schedule increment as though he/she had been in continuous service in the school system.
  - d. The leave day bank balance shall remain the same as the balance was at the beginning of the leave.

### 6. Reports Required:

The Board may periodically require a written report containing sufficient information to enable the Board to determine that the leave is being utilized in the approved manner. In the event the Board shall find that the Administrator is not fulfilling the agreement, the entire sum paid to the Administrator shall immediately be refunded to the Board. Failure to comply or refund any moneys due shall be cause for the Board to take appropriate legal action.

### 7. Status upon Returning:

- a. At the expiration of a Sabbatical Leave, the Administrator shall be restored to his/her position or to a position of like nature, seniority, status, and pay, unless otherwise mutually agreed.
- b. The written report of the Sabbatical study shall be given to the Board within ten (10) days after reporting back to work.

### 8. Recognition of Longevity:

All other factors being equal, the person with the greatest longevity shall be granted the leave if such leave is to be granted.

- 6.6 Upon agreement with the superintendent, an administrator may take a leave of absence to return to the classroom. The administrator shall retain his administrative seniority equal to the number of years he served as a district administrator and may return to the first vacant position for which he is qualified.

## ARTICLE VII -- RETIREMENT, DEATH OR TERMINATION

- 7.1 Administrators will have earned the value of one-third of accumulated sick days (at the employees per diem rate of pay) at the time of retirement. The earned amount will become payable at the rate of one-half at retirement with the remainder due and payable during the calendar year immediately subsequent to the year of employment separation.
- 7.2 In case of untimely death of an administrator, while in the employment of the District, the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days at the deceased's daily rate of pay.
- 7.3 An employee who terminates employment by providing 60 days advance notice prior to leaving shall be eligible for severance pay equal to one's current per diem rate multiplied by one-quarter (1/4) of one's accumulated sick leave as in 7.1.
- 7.4 An employee who terminates employment, not in keeping with 7.3, shall not be eligible for severance pay except in cases of terminal illness or a permanently incapacitating injury.

## ARTICLE VIII -- INDIVIDUAL CONTRACTS, REASSIGNMENT AND TERMINATION

### 8.1 Individual Contract of Employment

- a. Each Administrator shall be given an individual contract of employment in the form attached hereto as Appendix C.
- b. Administrators with less than four (4) years seniority in a position in the bargaining unit shall be given a one (1) year contract of employment and Administrators with four (4) years or more seniority in the District shall be given a two (2) year contract of employment.
- c. The terms and conditions of the individual contract of employment shall be subject to all the provisions set forth in this Collective Bargaining Agreement and the individual contract of employment shall incorporate by reference the provisions of this Collective Bargaining Agreement as if they were set forth in the individual contract of employment in their entirety.
- d. That individual contracts of employment shall provide that the Building Administrator is granted tenure only as a classroom teacher.

### 8.2 Probationary Period and Right of Reassignment

- a. Probationary Period. During the first two years as a new Administrator in the bargaining unit, the Administrator shall be required to serve a probationary period of two (2) years. The individual contract during the probationary period shall be a one-year contract. At the conclusion of the probationary period, the following requirements shall be met:

Principals must have:

- A master's degree from a regionally accredited college or university.
- Met the State guidelines for administrators.
- Two years of successful administrative evaluations.

Assistant Principals must have:

- Met the State guidelines for administrators.
- Two years of successful teaching experience and/or 2 years of successful administrative evaluations.

- b. An Administrator who has previously completed a two-year probationary period in the bargaining unit shall be required to complete an additional one-year probation in any position in the unit not previously held if the Administrator has been assigned the new position as a result of posting or a request for transfer. However, an Administrator removed from his/her position during the probationary period may bump into his/her previous position with the agreement of the Superintendent of Schools.

## INDIVIDUAL CONTRACTS, REASSIGNMENT AND TERMINATION (Continued)

### 8.2 (Continued)

- c. **Right of Reassignment of Probationary Employee.** During the period of probation, an Administrator's contract of employment may be terminated without liability and he/she may be reassigned and no grievance shall arise nor shall such action of reassignment to the classroom be considered a breach of this Agreement or a breach of the Administrator's individual contract of employment.

### 8.3 **Reassignment of Seniority Building Administrator**

- a. After the completion of the probationary period, and during the term of the individual contract of employment, a seniority Administrator may be reassigned to the classroom if previously employed by the district in this capacity following the procedures outlined below.
  1. On or before December 1 of the current school year, an evaluation shall be completed and discussed with each Administrator being considered for reassignment to the classroom. The evaluation shall include a list of deficiencies along with an improvement plan.
  2. On or before January 1 of the current school year the Superintendent will discuss with the Administrator involved, and an SPSA Representative if requested, those performance areas set forth in the evaluation as being deficient, and any other supplementary material in the possession of the Superintendent.
  3. During the period that an Administrator is given notice of possible termination, the Superintendent of Schools, or designee, will engage in continuous evaluations with said Administrator with no less than three (3) evaluations given.
  4. On or before July 1 of the current school year, the Superintendent will notify, in writing, the Administrator and the SPSA of the reasons for the reassignment to the classroom and, if possible, the new teaching assignment.
  5. The time limits set forth in subparagraphs 1-3 may be extended by mutual agreement between the SPSA and the District.
- b. If the above procedures outlined in paragraphs 1, 2 and 3 above have been followed, a seniority Administrator's contract of employment may be terminated and he/she may be returned to the classroom; as a teacher, and no grievance shall arise nor shall such action be considered a breach of this Agreement or a breach of the Administrator's individual contract of employment.

## INDIVIDUAL CONTRACTS, REASSIGNMENT AND TERMINATION (Continued)

### 8.3 b. (Continued)

- c. If during the school year, a seniority Administrator has been returned to the classroom as a teacher, under the procedure outlined in Paragraphs 1, 2 and 3 of Section (a) above, then for the remainder of that school year, he/she shall be paid according to the following formula.
  1. The salary and fringe benefits of a teacher.
  2. An additional sum of money, paid in equal installments over the remainder of the school year, determined by multiplying the Administrator's per diem salary (as of April 1 of the year notification is given of reassignment) by the number of days remaining in the teacher work year(s) and taking that figure and the subtracting the salary received by the Administrator as a teacher.
- d. If an administrator is reassigned at the end of the first year of a two-year contract, then the salary and fringes shall be in accordance with the salary and fringes of the new position.
- e. If the Superintendent of Schools elects not to follow the procedures outlined in Paragraphs 1, 2 and 3 of Section (a) above, he/she may nevertheless, for just cause, during the term of the seniority Administrator's individual contract of employment, reassign him/her to the classroom as a teacher, and the seniority Administrator shall be paid a teacher's salary and fringe benefits; but said action of reassignment shall be subject to the grievance procedure and arbitration provisions of this Agreement.

### 8.4 **Reassignment to Administrative Position**

- a. The Superintendent of Schools shall meet with the association and the affected administrator prior to an involuntary transfer. Provided, however, the assignment and/or reassignment of a Building Administrator to other administrative positions in the bargaining unit shall be the decision of the Superintendent of Schools and shall not be the basis of a grievance, nor shall such action be considered a breach of this Agreement or a breach of the individual contract of employment.

## INDIVIDUAL CONTRACTS, REASSIGNMENT AND TERMINATION (Continued)

### 8.4 (Continued)

- b. If the administrator does not consent to reassignment and the reassignment is during the school year, then the salary of a reassigned administrator to another administrative position shall either be at the same rate as his/her present assignment or the rate of the new assignment, whichever is higher, for the balance of the school year. In the case of an involuntary assignment to a lower paying position for reasons other than staff or program reduction, building closing, or unsatisfactory job performance, then the salary shall be at the level of the previous assignment, but the transferred employee shall not suffer loss of experience factor in determining salary.
- c. If the administrator consents to a reassignment outside the bargaining unit, then the salary, terms, and conditions of employment shall be as agreed to between the Superintendent and Administrator. If the reassignment is to a position within the bargaining unit, then the terms and conditions of employment shall be governed by this Agreement and the salary shall be that of the assigned classification unless otherwise agreed to in writing by the Superintendent of Schools.
- d. In the event an administrator is reassigned to a new position involuntarily due to a reduction of work force, the two-year probationary period shall be waived.

### 8.5 **Non-Renewal of Contract**

Notwithstanding any provision of this agreement to the contrary, the School District's decision to not renew an administrator's contract of employment, or to not grant a new contract of employment, shall not be subject to the grievance procedure.

## ARTICLE IX -- ADMINISTRATIVE STAFF REDUCTION AND RECALL

- 9.1 Administrative seniority is defined as the first date of employment as an administrator in the District or the date of signing of an administrative contract, whichever is earlier.
- a. The seniority list will include Central Office administrators who occupied positions in the bargaining unit prior to the Central Office position.
- 9.2 Classification seniority is defined as an administrator's total years of experience in the District in the following classifications in the bargaining unit.
- I. High School Principal and Middle School Principal
  - II. Assistant High School Principal and Assistant Middle School Principal
  - III. Elementary Principal
  - IV. Director
  - V. Assistant Director
  - VI. Beacon Center Administrator
- 9.3 In the event more than one administrator has the same seniority date, the Association shall conduct a drawing to determine the proper placement on the appropriate seniority list.
- 9.4 In the event the Board of Education, or its designee, elects to reduce the number of administrators in a particular position, the following procedures will be followed:
- An Administrator being reduced in a particular position (not classification) shall be declared surplus. That administrator shall then have the right, based on his/her classification seniority only, to bump the lowest seniority administrator in the classification being reduced. If the Administrator being declared surplus does not have sufficient classification seniority to bump in the affected classification, then he/she may bump the lowest seniority Administrator in his/her previously held classification where he/she has higher classification seniority. Provided, however, if an administrator, being declared surplus, does not have sufficient classification seniority to bump within any classification, then, based upon his/her qualifications, certification, and the Superintendent's and SPSA's joint agreement, he/she may bump an administrator with less District-wide seniority. If there is not a joint agreement to a bump, then the administrator shall be laid off.



## ADMINISTRATIVE STAFF REDUCTION AND RECALL - (Continued)

- 9.5 For the period of the laid off administrator's District-wide seniority, or three years from the date of layoff, whichever is less, he/she shall be entitled to be recalled to the classification he/she was laid off from if the Superintendent of Schools, or designee, declares a position vacant within that classification.
- 9.6 The failure of a laid off Administrator to accept in writing an offered administrative position within 10 calendar days shall end all recall rights of the administrator and the Administrator shall be considered as having voluntarily resigned as an administrator.
- 9.7 During layoff, neither salary increments, fringe benefits, sick days or seniority shall accrue or continue; but, upon recall, unused sick days shall be reinstated and the administrator will be placed upon the salary schedule in the same position held immediately preceding layoff.
- 9.8 In the event of a strike by employees not members of the SPSA, an administrator will not be laid off until after the 5th day of the strike. Notification of the layoff shall be in writing.

In the event the School District lays off an administrator during the student school year for more than seven calendar days due to a strike by employees not members of the SPSA, then in this case only, the following procedures shall govern until such time as the Administrator is recalled:

1. Effective on the 7th calendar day of the layoff, an administrator shall then commence receiving his/her per diem pay for each day of layoff until the Administrator's accumulated sick days held prior to the layoff have either been exhausted or he/she has been recalled.
2. For each day of pay after the 6<sup>th</sup> day of layoff, the administrator's number of accumulated sick days held prior to the layoff shall be reduced by one (1) day.
3. Upon recall, an administrator shall commence receiving his/her regular pay until such time as he/she has paid for the normal work year as outlined in Appendix A.6, including and counting the number of sick days paid while on layoff. Thereafter, for each day the administrator is assigned to work beyond the normal work year, again including and counting the number of sick days paid while he/she was on layoff, his/her sick bank shall be restored by one (1) day, but he/she shall not otherwise receive any pay until the number of assigned work days equal the number of sick days utilized during the layoff.

ADMINISTRATIVE STAFF REDUCTION AND RECALL - (Continued)

9.9 (Continued)

4. In the event the administrator actually works more than the normal work year, excluding and not counting the number of sick days utilized while he/she was on layoff, he/she shall be remunerated by one or in combination of the following options as discussed with and agreed upon by the Superintendent.
  - (1) per diem rate of pay for each day worked.
  - (2) one (1) compensatory day for each day worked.
  - (3) The employee's sick day bank shall be increased by one (1) for each day worked.

## ARTICLE X -- VACANCIES, PROMOTIONS AND TRANSFERS

- 10.1 The SPSA shall be given written notice of all Administrative vacancies in the District, including duties, responsibilities and qualifications necessary to the position. Qualified employees within the bargaining unit, as well as outsiders, are encouraged to apply. Consideration of all facets - preparation, experience, competency in previous positions, and other relevant factors will be given to all applicants.
- 10.2 Requests for transfer to a different assignment or building shall be made in writing to the Superintendent of Schools. The request should state reasons for transfer, the building or position sought, and the applicant's qualifications. Such transfer requests shall receive consideration.
- 10.3 In filling positions pursuant to 10.1 and 10.2 above, preference shall be given to present administrators; but, the decision of the Board of Education, or its designee, shall be final and not subject to the grievance procedure.
- 10.4 When new administrative positions not currently in the Table of Organization are created, the Board shall notify the SPSA in writing. The notice shall indicate the position by title, salary, duties, responsibilities, length of contract and the qualifications, training and experience desired. Qualified candidates within the bargaining unit are encouraged to apply.
- 10.5 Upon request, the Superintendent of Schools, or designee, shall meet with the association's President or designee regarding appointments, promotions, and assignments of administrators but the Superintendent, or designee's, decision shall be final.
- 10.6 If an involuntary transfer necessitates obtaining of an additional Michigan Department of Education certificate, the School District will reimburse the administrator for the cost of the certification fee.

## ARTICLE XI -- GRIEVANCE PROCEDURE

- 11.1 A grievance is defined as an alleged violation of an Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following procedure.
- 11.2 Step One. The Administrator may reduce the grievance in writing and present the grievance to the Superintendent of Schools, or designee, for a written answer. The written grievance shall name the Administrator(s) involved; shall state the facts giving rise to the grievance; shall state the date on which the alleged grievance arose; shall identify all the provisions of this Agreement alleged to be violated by appropriate reference; shall state the contention of the Administrator and of the Association with respect to these provisions; shall indicate the relief requested; and shall be signed and dated by the Administrator(s) and Association Representative. The Superintendent, or designee, shall give the Administrator(s) an answer in writing no later than ten (10) working days after receipt of the written grievance.
- 11.3 Step Two. If the grievance is not resolved in Step One and the grievance has been fully processed through Step One, the Association President or designee may, within five (5) working days after the Administrator has received the Step One answer, submit the grievance to binding arbitration by filing a Demand for Arbitration with the American Arbitration Association, with a copy being served upon the District. The demand for Arbitration shall be signed by both the Association President and the Administrator(s) involved and shall state the facts giving rise to the grievance, the date the grievance arose, and shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference.
- 11.5 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses, including American Arbitration Association filing fees, shall be borne by the party incurring them.
- 11.6 Powers of Arbitrator. It shall be the function of the Arbitrator, and he/she shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, but he/she shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- a. The arbitrator shall have no power to change any practice, policy, or rule of this Employer not in violation of this Contract, nor shall he/she rule on matters within the rights of the Employer as set forth in Article XII.

GRIEVANCE PROCEDURE - (Continued)

- 11.6 b. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the District to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the District and shall so construe the Agreement that there will be no interference with such responsibility, except as they may be specifically conditioned by the Agreement.
- c. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before rendering a binding decision on the merits.
- 11.7 The Arbitrator's decision shall be final and binding upon the District, the Association and the Administrator involved.
- 11.8 Any grievances not advanced to the next step by the Administrator and/or Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by mutual agreement of the District and the Association in writing; then the new date shall prevail.
- 11.9 The District shall not be required to pay back wages prior to the date a written grievance is filed.
- a. All claims for back wages shall be limited to the amount of wages that the Administrator would otherwise have earned, less any unemployment or other compensation that one may have received from any source during the period of back pay.
- 11.10 The following matters shall not be the basis of a grievance, nor shall the grievance procedure be applicable to:
- a. The termination of services of, or failure to re employ any probationary Administrator, or the reassignment of a probationary Administrator to a classroom teacher;
- b. Content of Administrator evaluations;
- c. Any matter within the management rights clause, unless otherwise conditioned by this Agreement; or any matter subject to the teacher tenure act or another remedial forum;
- d. The failure to employ any Administrator in a position other than as a classroom teacher following expiration of the individual contract of employment; and
- e. The reassignment of a seniority Administrator during the term of one's individual contract of employment pursuant to Article VIII - 8.3.

## ARTICLE XII -- SCHOOL DISTRICT RIGHTS

12.1 Subject to the terms of the Agreement, it is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:

The management and administrative control of the school system; its properties and facilities; the direction, scheduling, and assignment of work; the establishment and enforcement of rules; the right to hire, promote, discharge, discipline, layoff and recall administrators; and to maintain discipline and efficiency; establish the educational program, the location and number of schools and the means of providing a comprehensive program to the students.

### ARTICLE XIII -- NO STRIKE -- NO LOCK OUT

- 13.1 During the term of this Agreement, the Association will not cause nor will any employee of the bargaining unit take part in any work stoppage, strike, sympathy strike, slowdown, picketing, or other interruption of work of the employer, or the refusal to do assigned work. Provided, however, if the refusal to do assigned work includes full-time teaching or custodial duties, then the School District will negotiate the matter with the Association, upon its request, immediately following the assignments, but the performance of these duties shall not require the agreement or approval of the Association.
- 13.2 The Association agrees it will take prompt affirmative action to prevent a violation of Article 13.1 by notifying the Administrators that it disavows these acts.
- 13.3 The School District agrees that it will not lock out any employee during the term of this Agreement because of any dispute or disagreement that may arise between the Employer and the Association.
- 13.4 The discipline or discharge of an administrator for violation of this article shall not be subject to the grievance procedure; but a hearing will be held before the Board to determine if there has been violation of 13.1. The hearing before the Board shall occur within two weeks of the date of discipline or discharge.

## ARTICLE XIV -- PROTECTION FOR ADMINISTRATORS

- 14.1 An employee covered by this Agreement, while acting in a reasonable manner within the jurisdiction of one's assignment as prescribed by Board Policies, rules, and regulations, if charged and sued, the Board will provide the legal counsel to the Administrator.
- 14.2 Time lost by an employee in connection with any incident mentioned in 12.1 shall not be charged against the Administrator.
- 14.3 Clothing or other worn apparel, damaged or destroyed through an assault upon the employee, while carrying out assigned duties and responsibilities, shall be reimbursed by the Board upon presentation of satisfactory evidence. All cases of assault and damage to wearing apparel shall be reported to the Office of the Superintendent immediately.
- 14.4 Worker's Compensation shall cover employees who are injured while performing in their job assignment and meet the established criteria for claims as established by Worker's Compensation Regulations. The employee may elect to use Worker's Compensation plus use of sick days to maintain gross income until such time as he/she uses all his/her sick leave bank. (See L.T.D. Article XVI, Section 7).
- 14.5 It is understood that administrators who are potentially subject to discipline shall have an opportunity to review the matter with the Superintendent or the Superintendent's designee prior to the taking of any disciplinary action.

If the Superintendent determines that disciplinary action is appropriate, then the administrator will be provided with a statement of the charges.

A written plan for correction or improvement will be a part of the disciplinary action if appropriate. Disciplinary action may include a time line for resolution of the matter.



## ARTICLE XV -- NEGOTIATION PROCEDURES

- 15.1 In any negotiations between the parties, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District
- 15.2 It is recognized that no final Agreement between the parties may be executed without ratification by the Board and a majority vote by the employees covered by this Agreement; however, the parties pledge that representatives selected by each shall have the authority to make proposals, consider proposals and counter proposals during the course of bargaining, subject only to final ratification.
- 15.3 Both parties agree to submit the final Agreement for ratification to their respective bodies as quickly as possible. Upon ratification, the parties will both sign the Agreement in duplicate: one copy to the Board and one copy to the SPSA.

## ARTICLE XVI -- INSURANCE PROTECTION

- 16.1 For administrators under contract, the school district agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members, subject to PA 152. The district will provide coverage referred to as BCBS Community Blue PPO Plan 1. The co-payments associated with PPO Plan 1 will be \$10/\$10/\$150. The supplemental drug rider will be \$10/\$10/\$40.

Effective January 1, 2014, the medical and prescription insurance coverage shall be MESSA ABC (Account Base Choices), Plan 1 with the \$1250/\$2500 deductibles. These deductibles will be funded by the employees and may be funded through an HSA account. The medical and prescription insurance plans will remain in effect until both parties mutually agree to review other insurance options.

The employer may implement health care cost limitations as stated in section 3 of 2011 PA 152, MCL15.563. However, any amendments to the Act will be made immediately effective.

- 16.2 An administrator may elect to waive the coverage provided in 16.1 and receive \$4000 per year. Members of the bargaining unit whose spouse is either an SPSA or UTS member will receive \$2,500 per year to be paid to the health savings account maintained for one of the members, subject to department of labor regulations. This sum, in full will be deposited into a health savings account. As of January 1, 2014 the district will provide limited flexible spending plans as allowable with health savings accounts.
- 16.3 The School District will select an insurance carrier and pay the premiums to provide term life insurance in an amount equal to the individual employee's yearly base salary rounded to the nearest hundred dollars. The insurance shall provide for double indemnity in case of accidental death.
- 16.4 The Board shall provide the travel insurance plan to cover members of the unit during approved travel while on official school business and carrying out responsibilities.
- 16.5 The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- a. There will be a benefit of 65% of the administrator's salary over a 12-month period not to exceed a benefit of \$3,400 per month.
  - b. The benefits shall be until the administrator becomes 65 years of age;
  - c. Shall cover existing conditions;
  - d. Shall cover both occupational and non-occupational disabilities;
  - e. Contain an occupational rehabilitation waiver of no more than three (3) years;
  - f. Shall have a 90-day (calendar days) waiting period before the Administrator is eligible for benefits;
  - g. Shall have an additional 20-day (calendar days) waiting period for recurrence of the same disability;
  - h. Shall cover disabilities that result from both illness or injury; and Social Security freeze



INSURANCE PROTECTION (Continued)

- 16.6 The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:
- a. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
    - 1. Oral Hygiene Instruction
    - 2. Experimental Treatment
    - 3. Dietary Planning
    - 4. Cosmetics
  - b. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
    - 1. Lost, misplaced or stolen prosthetics.
    - 2. Additional costs for gold.
  - c. 60% of Orthodontic. Maximum benefit \$1000 per person per lifetime.
- 16.7 The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:
- a. Examination \$35.00
  - b. Regular Lenses 56.00 per pair
  - c. Bifocal Lenses 90.00 per pair
  - d. Trifocal Lenses 110.00 per pair
  - e. Frames 55.00
  - f. Contact Lenses 115.00 per pair
  - g. Contact Lenses,  
if medically required 200.00 per pair
- 16.8 The School District shall make the payments of the insurance premiums listed above for each full-time Administrator to assure insurance coverage for the twelve (12) month period commencing September 20 and ending September 19 for all full-time Administrators who complete the contractual obligations. If an Administrator terminates employment for reasons other than illness prior to June, subsidy will terminate on the premium date of the month following.
- 16.9 The benefits provided for in this Article shall be subject to the terms and conditions specified in the School District's group insurance policy and any claim by the employee or claim settlement shall not be the basis of a grievance or subject to arbitration. The School District, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefit provided in this Article.

## INSURANCE PROTECTION (Continued)

Failure of the insurance carrier to provide any of the benefit which it has contracted for any reason shall not result in any liability to the School District or the SPSA nor shall such failure be considered a breach by either of them of any obligation under this Article.

- 16.10 The benefits provided for in this Article shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.
- 16.11 Liability coverage will be purchased for the administrative unit: This policy will be consistent with and dependent on the purchase of insurance to cover the Board of Education.
- 16.12 An administrator may elect to waive the coverage provided in 16.8 and 16.9 and receive \$200 per year. This benefit shall only be available to an administrator who has or can obtain dental and vision coverage from a source other than the Southgate Community School District.

## ARTICLE XVII -- MISCELLANEOUS PROVISIONS

- 17.1 This Agreement shall supersede any rules, regulations or practices of the School District which are contrary to or inconsistent with the terms of this Agreement.
- 17.2 This Agreement shall be reproduced by the School District and one copy presented to each employee who is covered by the Agreement
- 17.3 Based upon a reasonable belief that mental and physical tests and examinations of an Administrator by a District-appointed professional would be of value to the School District; then, the School District may require that an Administrator submit to such tests and examinations. An Administrator, upon request, shall have a right to a copy of the professional's report and to have included within his/her personal file the report of his/her own professional. At any time the Administrator has the right to request the removal of the School District appointed professional's report; but, the decision of the Superintendent of Schools shall be final.
- 17.4 During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This section shall not be construed as prohibiting the parties, upon mutual consent, from negotiating items of mutual concern.
- 17.5 This Agreement shall not be modified in whole or in part by the parties except by a written, signed and attached instrument duly executed by both parties. (Letter of Agreement).
- 17.7 If any provision of this Agreement or any application of the Agreement is found to be contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law; however, all other provisions or applications shall continue in full force and effect.
- 17.8 The appointment of Administrators to committee membership will be made by the President of the SPSA upon request and/or approval of the Superintendent.
- 17.9 It shall be the responsibility of each Administrator to notify the District of any change of address or telephone number. The Administrator's address and telephone number, as it appears on the District's record, shall be conclusive when used in connection with layoff, recall or other notices to employees.

ARTICLE XVIII -- DURATION OF AGREEMENT

- 18.1 This Agreement shall be effective as of July 1, 2013, and terminates as of 12:00 midnight, June 30, 2018, providing either party shall request in written notice to the other party of its intention of terminating, modifying or amending this Agreement. Notice of such modification or termination must be presented to the other party thirty (30) days prior to June 30, 2018.
- 18.2 Failure to exercise the options available to either party in Section 18.1 shall cause the contract to extend itself for another year. The only change shall be the granting of earned salary increments to those employees who are eligible due to satisfactory work evaluation and having earned another year of experience for which compensation is paid.

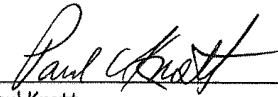
FOR THE SOUTHGATE PRINCIPALS  
AND SUPERVISORS ASSOCIATION

FOR THE SOUTHGATE COMMUNITY  
SCHOOL DISTRICT

s/Michael Toschi  
Michael Toschi  
President



Paul Knott  
Paul Knott  
President



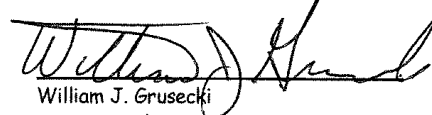
s/Dennis Kemp  
Dennis Kemp  
Vice President



s/Eric Carlson  
Eric Carlson  
Chief Negotiator



William J. Grusecki  
William J. Grusecki  
Superintendent



May 22, 2014  
(Date)

May 22, 2014  
(Date)

**APPENDIX A - BASE SALARY SCHEDULE**  
**BASE SALARY SCHEDULE 2013/2014**  
Refer to Appendix A9 and A10

**Elementary & Beacon**

1. 90,196
2. 91,537
3. 92,878
4. 94,219
5. 95,558
6. 96,900

**SE Director**

- 89,541
- 90,853
- 92,168
- 93,481
- 94,793
- 96,105

**MS Principal/HS Assistant**

1. 96,007
2. 97,280
3. 98,153
4. 99,827
5. 101,099
6. 102,372

**Curriculum Director**

- 105,000
- 106,470
- 107,961
- 109,472
- 111,004
- 112,558

**HS Principal**

1. 101,170
2. 102,591
3. 104,011
4. 105,432
5. 106,852
6. 108,273

**MS Asst. Principal 6-8**

- 89,311
- 90,793
- 92,276
- 93,760
- 95,556
- 96,126

**SE Asst. Dir.**

1. 85,628
2. 86,950
3. 88,271
4. 89,591
5. 90,912
6. 92,231

**HS Asst. Principal/AD**

- 92,698
- 94,236
- 95,774
- 97,311
- 98,849
- 100,387

**HS Asst. Principal/CTE**

1. 91,627
2. 93,165
3. 94,703
4. 96,240
5. 97,778
6. 99,316

**Adult & Community Ed.**

- 95,338
- 96,746
- 98,153
- 99,557
- 100,062
- 102,368

**Director of Technology**

5% above M.A. Max

**Food Service Director**

60,000





BASE SALARY SCHEDULE (Continued)

A.1 The salary for the Summer School Principal shall be \$5,000.

A.2 **Extra Hours Credit**

For each semester hour earned after the Master's Degree, an employee shall receive \$50.00 per hour. This payment is limited to forty (40) hours beyond the Master's degree. Transcripts of these hours must be on file before payment will be made.

A.3 **Stipends**

The Special Education Director will receive a stipend of 5% of his/her current salary each year as long as the Beacon Center Program is administered by the Southgate Community School District.

A.4 **Salary/Work Year**

The normal work year for administrators shall consist of ten days before the start of school (first student day with no work on Fridays) and five to seven days after the building staff work year with approval, with the exception of the Director of Adult and Community Education shall be 220 days, the Curriculum / Federal Programs Director shall be 210 days and the Director of Technology and Director of Human Resources shall be 260 days with five weeks vacation.

It has been agreed by and between the parties that the normal duties necessary to perform an administrative position within the bargaining unit can be accomplished within the normal work year as described above. Additional days worked at the discretion of the administrator to perform normal duties shall be considered part of the job. Administrators in this circumstance shall not receive additional pay nor compensatory days.

For additional days beyond the normal work year which are requested by the School District in order for an administrator to perform duties which are beyond those considered normal for the position, the administrator shall be paid at the per diem rate or be granted compensatory days.

A.5 **Per Diem Rate**

The per diem rate of an administrator shall be determined by dividing the salary set forth in Appendix A by the number of days by classification.

A.6 The persons occupying the positions of Summer School Principal will not accrue seniority and/or tenure on the administrative seniority list.

APPENDIX A - BASE SALARY SCHEDULE (Continued)

A.7 **Longevity**

Each member of the unit who has completed a total of twenty-five (25) years of teaching and administrative service in the District shall be compensated an additional \$500.00 per year beginning in the 26th year of service payable on a separate check in December.

A.8 **Annuity**

Current SPSA members will be paid at their level of experience. These members will continue to receive 1% annuity until they qualify for the next increment. This settlement would be paid into the administrator's TSA account in an incremental scale as shown:

0 to 2 years	no supplement
3 to 5 years	1% of salary
6 to 10 years	1.5% of salary
10+ years	2% of salary

A.9 **Pay Freeze**

Those SPSA members on the salary schedule in Appendix A will receive a step increase based on their position in the district for 2013-2014. SPSA members not on steps will be on a wage freeze.

A.10 **Wage Concession**

All SPSA members will have a wage concession of 3% for the 2013-2014 contract year. Annual changes to the wage concession will be negotiated based on the financial situation of the District.

## APPENDIX B -- SICK BANK

The SPSA will establish and administer its own sick bank.

APPENDIX C -- ADMINISTRATIVE CONTRACTS

PROBATIONARY EMPLOYMENT CONTRACT - ONE YEAR

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the Southgate Community School District, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on \_\_\_\_\_, and ending on \_\_\_\_\_, subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract; nor shall failure of the School District to continue or re employ such Administrator in any capacity other than as a classroom teacher, be deemed a breach of this contract, or the collective bargaining agreement; nor shall it be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.
2. The Administrator agrees that he/she shall be responsible to the Superintendent of Schools, or designee, in the performance of all assigned duties.
3. If a collective bargaining agreement, covering the Administrator, is in effect during the term of this contract and has not been terminated, then the provisions of this contract shall be subject to and be governed by the provisions of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
4. For any reasons this contract may be terminated at any time without liability hereunder.
5. This Agreement contains the entire agreement of the parties hereto and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Southgate Community School District

Dated: \_\_\_\_\_

APPENDIX C - ADMINISTRATIVE CONTRACTS - (Continued)

**SENIORITY EMPLOYMENT CONTRACT - ONE YEAR**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Southgate Community School District, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on \_\_\_\_\_, and ending on \_\_\_\_\_, subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract, nor shall failure of the School District to continue or re employ such Administrator in any capacity other than as a classroom teacher, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.
2. The Administrator agrees that he/she shall be responsible to the Superintendent of Schools, or designee, in the performance of all assigned duties.
3. If a collective bargaining agreement, covering the administrator, is in effect during the term of this contract and has not been terminated, then the provisions of this contract shall be subject to and be governed by the provisions of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
4. In addition to any other rights, the School District may have by law, or under this contract, this contract may be terminated by the School District without liability hereunder in the event the Administrator's certificate expires by limitation, or is suspended or revoked, or in the event the Administrator is discharged, reassigned, or is laid off.
5. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Southgate Community School District

Dated: \_\_\_\_\_

ADMINISTRATIVE CONTRACTS - (Continued)

**SENIORITY EMPLOYMENT CONTRACT - TWO YEARS**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Southgate Community School District, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a two (2) year term commencing on \_\_\_\_\_, and ending on \_\_\_\_\_, subject to all the covenants and conditions of this Agreement. The administrator agrees that he/she shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract; nor shall failure of the School District to continue or re employ such Administrator in any capacity other than a classroom teacher, be deemed a breach of this contractor the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.
2. On or before July 1 of each year this contract is in effect, the Administrator shall receive a supplement stating his/her tentative assigned position and the annual salary for that position.
3. The Administrator agrees that he/she shall be responsible to the Superintendent of Schools, or designee, in the performance of all assigned duties
4. If a collective bargaining agreement, covering the Administrator, is in effect during the term of this contract and has not been terminated, then the provisions of this contract shall be subject to and be governed by the provisions of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
5. In addition to any other rights the School District may have by law, or under this contract, this contract may be terminated by the School District without liability hereunder in the event the Administrator's certificate expires by limitation, or is suspended or revoked, or in the event the Administrator is discharged, reassigned, or is laid off.
6. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Southgate Community School District

Dated: \_\_\_\_\_

**ADMINISTRATIVE EVALUATION PROGRAM**

Refer to the *Administrative Evaluation and Professional Growth Plan Process Handbook* effective September 1, 2011, for the evaluation process and forms for employees represented by the Southgate Principals and Supervisors Association.

Copies may be downloaded from the district website [www.southgateschools.com](http://www.southgateschools.com)



**RETIREMENT AND TERMINAL PAY**

Terminal pay shall be granted to employees who are eligible at the time of retirement, and make application, for the Michigan School Employees Retirement Fund benefits. Such pay shall be 1/3 of accumulated sick days times the employee's current daily rate of pay. In addition, those employees that provide the district with written notice of retirement by no later than April 1 shall receive an additional incentive payment of \$1,000.

Unused vacation days will be paid out at 100% and limited to 10 days carry- over per year.

## FINANCES / REVENUE


The SPSA is reserving the right to request a financial analysis quarterly for the duration of the contract. These findings shall also be made available to the F.I.T. Committee for review including SPSA representatives.

When the district revenue (as determined by a financial analysis and the audited Fund Balance) becomes sufficient to eliminate the deficit, the SPSA members will realize a percentage of any profits equal to our share of the budget expenses (i.e.: 19%) over and above 20% of said revenue which shall be deposited in a fund equity account.

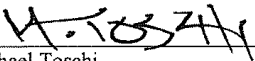
"The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same."

Memorandum of Agreement  
Between  
Southgate Principals and Supervisors Association  
And  
The Southgate Community Schools

1. Effective on the August 15, 2014 pay, per our contract, each member of the SPSA bargaining unit will move one step forward on the base salary schedule. The 3% concession will be removed.
2. Beginning with the September 12, 2014 pay, the SPSA agrees to assist the district to meet the \$3,000,000 deficit reduction target identified in the Deficit Elimination Plan for the 2014/15 school year.
  - a. The SPSA portion of the \$3,000,000 deficit reduction is defined as the percentage of total district payroll absorbed by SPSA members. That percentage is 5.93%
  - b. The percentage will be multiplied by \$2,330,315 (employee share of past debt) to establish the total SPSA concession which is \$138,260
  - c. 75% of the sum above will be equally distributed as a percentage among all SPSA members and will show up as a payroll deduction. That deduction is 8.88% over 24 pays,
  - d. An adjustment will need to be made for those who have contracts that ended on June 30<sup>th</sup> 2014 (i.e. their 3% concession termination will need to be retroactive to July 1, 2014 and their new concession would need to be factored from July 1, 2014 forward), the percentage for July 1 contract personnel will be 10.14% over 20 pays.
  - e. This concession will be taken as a Section 125 deduction to offset the total district healthcare insurance costs. Therefore, this contribution is not subject to taxes, but will be reported to the ORS as earnings. If this section of the agreement is found to be contrary to Internal Revenue Service or Department of Labor regulations then the repercussions are the responsibility of the individual.
3. The parties will meet and confer on a continual basis to exchange suggestions regarding methods of increasing revenue and reducing costs to the district. Neither party shall have an obligation to agree to a proposal.
4. Both parties agree that the staffing reductions made for the 2014/15 school year of \$1.7 million, reduced by step increase and elimination of the 3% concession) will reduce the agreed upon deficit identified in the board approved budget of June 24, 2014 (\$4.5 million less impact of projected loss of 250 students at \$1.8 million) to \$2.3 million. The SPSA percent of the remaining (25%) of the total sum of \$2,330,315 will be eliminated during the 2015/16 school year in a mutually agreed upon manner.
5. The parties agree to meet on or before June 30 to adjust the concession to reflect the remaining \$699,478 for the 2015/16 school year. When the remainder of the current debt is eliminated through the agreed upon concessions, the concessions will cease.
6. All other terms and conditions agreed to through previous negotiations and approved by both parties are unaffected by this memorandum and are carried forward without change.
7. From this date forward the District and SPSA agree to collaboratively develop and implement financial practice that support the objective of the Strategic Plan while ensuring that the District lives within its means.

  
\_\_\_\_\_  
Leslie Hainrihar  
Superintendent  
Southgate Community Schools

8/4/14  
Date

  
\_\_\_\_\_  
Michael Toschi  
President  
Southgate Principals & Supervisors Association

8.4.14  
Date

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT (hereinafter "MOA") is entered into as of the 10<sup>th</sup> day of June, 2015, by and between the Southgate Community School District ("Employer") and the SPSA Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective July 1, 2015, the Employer and Association agree to the following:

### MANDATORY CLAUSES

1. Cash Option Each employee may receive cash in lieu of or as an alternative to any of the Benefits described herein.
2. Contribution Limitations In any application year, the maximum Employee Elective Deferral shall not cause an employee's §403(b) account to exceed the applicable contribution limit under §402(g) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases.
3. §403(b) Accounts Employee deferrals shall be deposited into the §403(b) account selected by the employee to receive Employee Elective Deferrals.
4. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

### OPTIONAL CLAUSES

Employee Elective Deferral of Termination Pay The Employee may choose to receive Termination Pay in cash compensation or to defer such Pay to a §403(b) account selected by the employee. Such Employee must sever employment with the Employer during the contract year and be eligible to apply for and commence their retirement from the state sponsored retirement system. The compensation shall equal the accumulated leave days (Termination Pay) benefit which is specified in Appendix E of the Collective Bargaining Agreement. The Employer shall deposit the deferral no later than 2 ½ months or the end of the calendar year, whichever is longer, following the employee's severance date.

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SCSD  
Employer

By: Leslie Hair

Title: Supt

Print Name: Leslie Hairrihar

Date: 6-24-15

SPSA  
Association

By: M. TOSCHI

Title: PRESIDENT

Print Name: MIKE TOSCHI

Date: 6-10-15

