

EDSAA

East Detroit Schools Administrators Association

July 1, 2011 - June 30, 2012

WITH 7-11-11 T.A.

*NEGOTIATIONS IN PROGRESS FOR NEW
CONTRACT, THIS CONTRACT IS STILL IN
FORCE UNTIL NEW AGREEMENT.*

Jack Bauman
DIRECTOR OF
HUMAN RESOURCES
2/26/16

Agreement
between
East Detroit Board of Education
and the
East Detroit Schools Administrators Association

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ADMINISTRATIVE AGREEMENT

July 1, 2011

June 30, 2012

I. Recognition Clause

The East Detroit Board of Education recognizes the East Detroit Schools Administrators Association (EDSAA) the American Federation of School Administrators (AFSA), Local 89, AFL-CIO in accordance with the applicable provisions of Act 379, P.A. of 1965 as amended as the sole and exclusive representatives of all administrative personnel in the classifications of Principal and Assistant Principal.

II. Definitions

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

III. Administrative Contracts

New administrators will be offered contracts on the following basis:

- A. No more than two one-year probationary contracts shall be offered, if the first year is satisfactory, the second year of probation is automatic.
- B. Upon completion of probation, the administrator will be covered under this master agreement.

Current administrators will be offered contracts on the following basis:

- A. All administrators will be evaluated annually by the Superintendent or his designee.
- B. If an administrator receives a less than satisfactory evaluation; the administrator will be given a reasonable amount of time, not longer than one year to improve performance.
- C. An administrator may be terminated immediately for just cause.

D. This contract will supplant all individual agreements in place prior to July 1, 2011.

IV. Reduction of Personnel

In the event of a necessary reduction in administrative personnel due to declining enrollment or reduced revenue, the Board of Education may reassign duties and salaries subject to the provisions below:

A. Seniority

1. Administrative seniority shall be defined as the total years of administrative service to the East Detroit Public Schools.
2. In the event of administrators having the same number of years of service, the administrator with more district seniority will be placed higher on the seniority list.

B. Layoff

Orderly procedures for reducing administrators shall be implemented using the following criteria:

1. Any necessary reduction of administrative personnel shall mean the administrator so affected will replace the administrator with the least administrative seniority in the same category, if the affected administrator has more administrative seniority.
2. The least senior administrator without a position as a result of Step 1 will be granted the opportunity to replace the least senior administrator in the EDSAA in another category, if the affected administrator has more administrative seniority, a teaching certificate and five (5) years administrative or teaching experience in that category or a valid state administrative certificate for that category.
3. Categories for administrative personnel are as follows:
 - a) High School Principal
 - b) Alternative Education Principal
 - c) Middle School Principals
 - d) Elementary Principals
 - e) High School Assistant Principals
 - f) Middle School Assistant Principals

C. Recall

In the event that a deleted administrative position is reestablished or a vacancy occurs in the category of the laid-off administrator, the laid-off administrator shall be reappointed to a position in his or her former category. The right of recall will be three (3) years following the last date of lay-off.

V. Work Year

A. Instructional calendar plus the number of days specified.

Elementary Principals	10 days
Middle School Principals	20 days
Middle School Assistant Principals	10 days
High School Principal	30 days
High School Assistant Principals	20 days
Alternative Education Principal	20 days

All administrators in the above categories are required to work the same number of days as the instructional staff (teachers) work year plus the additional specified days.

In addition, the following categories are required to work five (5) days beyond

- Elementary Principals
- High School Principal
- High School Assistant Principals

Such additional days and duties will be mutually agreed upon by the administrator and his/her immediate supervisor and/or Superintendent, to be served during the current fiscal year. No additional compensation will be granted for such services.

B. An administrator required by the Superintendent or Designee to be employed by the district beyond the contracted work year will be compensated at the per diem rate.

VL Additional Benefits

A. Longevity (Adjustments will be made at the beginning of each semester). Longevity shall be paid to administrators as follows for the duration of the contract.

15 years in the district	\$1,905
20 years in the district	Additional \$1,905
25 years in the district	Additional \$1,905

B. Term Life Insurance shall be provided by the Board of Education. The face value shall be double current pay to a maximum of \$200,000. The policy shall include a double indemnity provision.

Upon retirement from the district, those eligible for retirement as of July 1, 2005 will keep term life insurance provided and paid by the Board of Education as follows:

\$50,000 after retirement to age 70, reduced to \$15,000 thereafter.

C. Long Term Disability

The present coverage of long-term disability income protection, now in force, will be paid in full for administrators. This plan shall cover 66.67% of the individual's salary.

D. Health Benefits

The Board shall pay the premium for health care coverage for the administrator who is head of household and his/her family, or the administrator not covered by a comparable hospitalization plan through his/her spouse. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended period is due to illness of the employee or sabbatical leave.

The Board of Education will provide a voluntary flexible benefit option to all employees.

The selection of the carrier shall be by the Board of Education with prior consultation with the Association.

OPTION 1: The Board agrees to provide the following CORE PLAN: Community BlueSM PPO Modified Plan 5 with a \$250/\$500 in-network deductible with \$10 office visits (no maximum). There will be a 50% co-pay for substance abuse treatment and private duty nursing. The policy includes a preventative health rider and 24 visits for chiropractic care. Out-of-network will incur \$500/\$ 1000 out-of-network deductible and 20% co-pay for general services, 50% co-pay for mental health care, substance abuse treatment and private duty nursing, maximum \$2,000 for one member and \$4,000 for two or more members per calendar year.

**Benefits-at-a-Glance for East Detroit Public Schools
Community BlueSM PPO Modified Plan 5: See Exhibit
B**

OPTION 2 (Opt Out): Employee chooses to "Opt Out" of insurance coverage. A "Plan Year" cash rebate of \$2400 will be paid to the employee (prorated at \$200 per month). Available only to those employees choosing to "opt out" of medical coverage. This option is available to employees providing adequate proof of outside insurance.

OPTION 2 is not available to an employee and his/her spouse, both of whom are

Each benefit description is intended as an easy-to-read summary. It is not a contract. For complete details of benefit terms, conditions, limitations, and exclusions please see your benefits contract.

E. Optical Coverage: The Board shall provide each teacher with optical insurance equivalent to B Standard Plan with MD Rider and two OD locations of the Co/op Optical Service. This plan will include:

1. Complete eyeglass examination every 12 months by a Co/op optometrist, an affiliated ophthalmologist (subject to \$10 copay) or an affiliated optometrist (subject to \$10 copay). Note: Affiliate ophthalmologists perform diagnostic exams only, and do not give contact lens exams or dispense contact lenses or glasses)
2. Medical referrals are subject to a \$10 copay and must be the result of an eligible eye exam from Co/op Optical Vision Designs for a previously undiagnosed condition, and must occur within 60 days of that examination.
3. Once every 24 months based on eligibility, prescription lenses (in plastic) to include:
 - Single vision
 - Bifocal thru D35mm
 - Trifocal thru 7x28
 - Prism, if required
 - Tint: Plastic, any single color up to 30%
4. One frame with a \$58 retail value or a \$58 allowance towards any frame of choice OR
5. A \$125 allowance towards a contact examination, lenses, and professional follow-up care (in lieu of eyeglass services). \$55 will be applied toward exam and \$70 toward lenses.

F. Dental Insurance: The Board shall provide dental insurance coverage with premiums not to exceed \$75 per employee per month as outlined. Coverages for Class I, II and III benefits shall be at 80% of reasonable charges.

If a member chooses a "50% of reasonable charges option" or chooses to "opt out" of the dental coverage, a \$150 or \$350 payout respectively will be contributed by the employer toward the member's uninsured health care reimbursement account (UHCRA).

Each family member is entitled to annual maximum benefit of \$1,500 every plan year.

CLASS I

Preventive includes regular examination, x-rays, treatment for pain relief, cleaning and fluoridation, and children's space maintainers.

CLASS II

Restorative includes fillings and crowns, root canals, treatment of gums and bones, surgical extractions, adjustments and relining of existing dentures and related general anesthesia.

CLASS III

Construction of dentures and bridges includes removal and replacement.

EDSAA will agree in principle to the recommendation of the District Insurance Research Committee

- G. Upon the death** of an administrator during his/her contractual year, there will be no billing the administrator's family for repayment of salary, which was already received.
- H. While on long-term disability**, medical, dental and life insurance benefits will continue in full force. Such benefits will cease upon retirement.
- I. Upon retirement**, an administrator will receive \$925 for each year of district service to the East Detroit School System and prorated on a monthly basis for any time less than one year.

Exception #1: If the administrator does not qualify for the Michigan Public School Employees Retirement Act and leaves the district, the administrator will receive \$425 for each year of service as a teacher and \$925 for each year of service as an administrator after ten (10) years of district service.

Exception #2: All EDSAA administrators hired into the district after October 1, 2003, will not be eligible to receive the compensation described in this section. Those who have served as teachers in the district before becoming EDSAA administrators after October 1, 2003 will have the severance that they earned as teachers frozen and redeemable upon retirement.

- J. Mileage** - Administrators may apply for school business mileage. Compensation will be at the current district mileage Board approved rate.

VII. Personal Leaves and Absences

A. Annual Sick Leave Allowance

Administrator earns pay in his/her position with a minimum of eleven (11) days. When leave is exhausted, the administrator will not accrue any more days unless working. An administrator's absence shall be chargeable to his/her accumulated sick leave allowance. Unused sick leave shall be allowed to accumulate.

B. Accumulated Leave Allowance Bonus

Payment of sick leave shall be equal to the current daily rate of salary for the administrator. The one-half day of the current day's rate or salary will be paid by June 30 of each year for days accumulated beyond 150 days not used.

C. Reduction of Accumulated Sick Leave Allowance

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

1. Personal injury or illness. The following incident of illness leave may require a statement, as noted, if requested by the Superintendent.
 - a. If absent five or more working days, a doctor's statement certifying illness or injury may be required.
 - b. If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery is required.
2. Serious illness, serious injury or death of a member of the administrator's immediate family, for a period not to exceed five working days.

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

D. Funeral Leave Not Charged to Sick Leave Bank

1. In each school year, funeral leave to administrators may require a statement, as noted, if requested by the Superintendent.

E. Depletion of Accumulated Sick Leave Allowance

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

F. Restrictions of Accumulated Sick Leave Allowance

1. Sick leave allowance shall not accrue, be used, or granted for additional service outside of the administrator's basic contract arrangement.
2. If an administrator's employment is terminated for any reason other than death, disability, incapacity, or retirement under the provisions of the Michigan

laws relating to retirement systems for public school employees, all accumulated sick leave will be forfeited. In the event an administrator resumes his/her employment and his/her absence has been through approved leave of absence, accumulated sick leave will be restored.

3. Administrators authorized by the Superintendent to visit other schools, attend educational conferences and meetings shall be absent from duty without loss of pay and leave allowance, but may be required to submit an evaluation of such visits, conferences or meetings. In case of absence, the administrator shall notify his/her supervisor of his/her absence and return.

G. Special Leaves of Absence Without Pay

1. Special Leave

- a. Upon written request to the Superintendent, supported by a statement from a physician certifying ill health, the administrator may be granted a leave of absence, without pay, for such time as may be requested but not to exceed one year.
- b. Upon written request to the Superintendent, an administrator may be granted an unpaid leave of absence for reasons other than illness. Conditions of leave (length and return to work) will be reviewed with the Association and put in writing prior to the granting of the leave.

Extensions of leaves may be granted.

H. Special Leave - Maternity

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

I. Personal Business Leave

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

J. Sick Bank

1. Participating administrator shall contribute one day of his/her sick leave. The Board of Education shall contribute an equal number of days to the EDSAA bank.
2. Withdrawal may be made immediately upon depleting of personal sick leave at the discretion of the Board of Directors of EDSAA.
3. An administrator withdrawing sick leave days from the bank shall not have to replace these days except as a regular contributing member of the bank.
4. Upon the death or retirement of an administrator, his/her accumulated sick days will be transferred to the EDSAA sick bank.
5. When depleting of the EDSAA sick bank has occurred, Item 1 will once again apply.

K. Sabbatical Leave

After seven (7) years of continuous service in the East Detroit Public School System, administrators may apply for sabbatical leave. The school board may grant sabbatical leave on the following conditions:

1. That the application be in writing to the Superintendent of Schools on or before March 15 of the year prior to taking leave.
2. That the administrator agree to return to the East Detroit Public School System and that notice of such intent be given to the Superintendent of Schools in writing by March 15 of the leave year.
3. The administrator shall continue to accumulate sick leave benefits while on sabbatical leave.
4. Upon his/her return, he/she shall be placed on appropriate salary schedule step as though he/she had been in continuous employment.
5. Compensation shall be 80% of the administrator's salary for that year or part thereof.

The granting of a sabbatical leave guarantees the recipient reemployment, as an administrator in the East Detroit Public Schools provided he/she meets the conditions set forth above.

VIII. Professional Development Opportunities

- A. The Board of Education will support, within budget limits, in-service training for the Management Team.
- B. All professional conferences will be paid in full under the guidelines of the district reimbursement policy when approved by the Superintendent or his designee.
- C. The Board of Education will select members of the East Detroit School Administrators Association to be represented on management negotiation teams. The following stipends will be paid:
- | | |
|-------------------------------------|-------|
| East Detroit Federation of Teachers | \$800 |
| Local 120 | \$500 |
| Secretaries | \$500 |
| Para-Professionals | \$400 |
- D. The Board of Education and the Administrators recognize the importance of Professional Development opportunities. If the State of Michigan mandates that administrators must continue their education through Continuing Education Units (CEU) or graduate coursework, the District will make available funds to assist in meeting this requirement. The District will make funds available through grants or the general fund a maximum of \$5,000 per year for so long as the State of Michigan requires such certification. Funds will be limited to \$5,000 for each fiscal year (July 1 - June 30) and will be distributed through an EDSAA Professional Development Committee upon approval of the Superintendent or his designee. Funds not used in a fiscal year may be carried over into the next year and not beyond.
- E. The Board will pay one professional organization dues per year per administrator including the Michigan group and the national affiliate.

IX. Grievances

The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any administrator to discuss an alleged grievance with any appropriate member of the administration.

- A. A grievance is defined to be any difference that may arise between the parties as to:
1. Any matter relative to pay, hours of employment and other conditions of employment.
 2. Any matter involving the interpretation or violation of any of the provisions of this agreement.

3. Any unilateral change or addition in policy or practice by the Board, which may affect wages, hours or other conditions of employment.
- B. If a question arises as to whether or not a particular complaint is a "grievance" as defined in this Article, the question may be considered through the grievance procedure as herein provided.
- C. The Board retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the Laws and Constitution of the State of Michigan and the federal government, limited only by specific and express terms of this agreement. The Board retains all rights not in conflict with this agreement.
- D. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.

Procedure

Step One

If an administrator or the EDSAA has a complaint, it shall be discussed with the Superintendent or his Designee, together with the EDSAA representative, or through the EDSAA representative.

Step Two

If the administrator or the EDSAA is not satisfied with the results of such discussion, the complaint shall be reduced to writing within ten (10) days of the alleged grievance and submitted to the Superintendent.

The Superintendent shall meet and confer on the grievance with the grievant and the EDSAA President or his designee within six (6) days after receipt of the grievance. A written disposition shall be issued by the Superintendent or his designee within five (5) days after the conference.

Step Three

In the event the grievant is not satisfied with the disposition of Step Two, he/she may appeal to the Board of Education within seven (7) days after the receipt of the disposition. The Board shall hear the grievance within twenty-one (21) calendar days after receipt of the written appeal. The Board shall answer in writing, in duplicate to the grievant and the President of the EDSAA within seven (7) calendar days following the meeting.

Step Four

The EDSAA President or designee may request arbitration by written notice to the Board of Education if it is dissatisfied with the disposition of the grievance as determined in Step 3. Such appeal of the Step 3 grievance shall be in writing to the Board of Education no later than the ten (10) calendar days after receipt of the Step 3 written response. The parties shall attempt to mutually

agree to an arbitrator within thirty (30) calendar days after written notice has been given to the Board pursuant to this Section. If the parties fail to agree as to an arbitrator, an arbitrator shall be selected and the arbitration hearing shall be conducted pursuant to the rules and jurisdiction of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument

Fees and expenses for the arbitrator only shall be borne by the party losing the grievance. However, each party shall be responsible for compensating its own representative and witnesses. Witnesses who are employees of the School District will be made available by the Board to testify at the arbitration hearing at the request of either party. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The Union President will be furnished a copy of all completed grievances.

In the event the provision relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, then within ten (10) calendar days after receipt of the written reply of the Board, the Union may petition to the Michigan Employment Relations Commission to forthwith mediate the grievance pursuant to the power and authority conferred upon said Commission by the provisions of Michigan Public Act 336, 1947 as amended.

- E. The parties may mutually agree that a particular grievance has applicability beyond the immediate situation and upon such agreement it may be presented at the appropriate step in the grievance procedures.
- F. Failure of the Board at any step of the grievance procedure to render a disposition on a grievance within the specified time limit(s) shall move the grievance to the next step in the grievance procedure.
- G. Failure of the grievant to process his claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the grievant with the disposition of the grievance by the Board at any previous step.
- H. The following matters shall not be the basis of any grievance:
 - 1. The decision by the Board of Education to employ or promote any administrator, providing the procedures established by the provisions of the Contract are followed.

2. The decision by the Board of Education to non-renew the individual contract of any administrator. The provisions of the State law shall govern such decision (380.1229 Revised School Code).

3. The decision of the Board of Education to extend, or not extend, the contract of any non-probationary administrator, provided timely notice is given, pursuant to the provisions of this contract,

I. The grievant and the Board or its designated representative(s) shall have the following rights:

1. To be present at the hearing;
2. To hear testimony given;
3. To give testimony in his/her own behalf

J. No discipline shall be imposed on any administrator except for good and just cause.

X. Collaborative Team

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

XI. Union Business Days

The EDSAA will be granted four (4) working days per year to be used at the discretion of the EDSAA President for the transaction of union business. These may be used in half-day or full-day increments.

EXHIBIT A
EDSAA 2011-2012 SALARY SCHEDULE

STEP	1	1.5	2	2.5	3	3.5	4
High School Principal (HS-P)	\$92,132	\$94,590	\$97,045	\$99,504	\$101,959	\$104,466	\$106,970
Alternative Ed. Principal (KLWD-P)	\$83,043	\$85,499	\$87,957	\$90,412	\$92,871	\$95,334	\$97,801
Middle School Principal (MS-P)	\$85,991	\$88,448	\$90,906	\$93,362	\$95,819	\$98,092	\$100,858
Elementary Principal (E-P)	\$79,850	\$81,815	\$83,778	\$85,745	\$87,710	\$89,700	\$91,688
High School Asst. Principal (HS-AP)	\$83,043	\$85,499	\$87,957	\$90,412	\$92,871	\$95,334	\$97,801
Middle School Asst. Principal (MS-AP)	\$77,393	\$79,234	\$81,077	\$82,919	\$84,761	\$86,699	\$88,634

EAST DETROIT PUBLIC SCHOOLS
MACOMB COUNTY, MICHIGAN BY:

Craig Wodecki, President
Paul Seibert, Vice President
Margaret Posaidilik, Secretary
Craig Brozowski, Treasurer
Jon Gruenberg, Trustee
Deena Trocino, Trustee
Jon G. Gruenberg, Trustee

EAST DETROIT SCHOOL ADMINISTRATORS ASSOCIATION BY:

Judy Helms, Negotiations Chairperson
Sue Miller, Member
Rosemary Monsour, Member
Paul Szymanski, Member
Ryan Melrose, Member

BOARD NEGOTIATIONS

BY:

Joe Urban, Chief Negotiator
Justin Washington, Administrative Services Supervisor