

A G R E E M E N T

BETWEEN

SOUTHFIELD **A**SSOCIATION OF
SSCHOOL **A**DMINISTRATORS

*July 1, 2006 * June 30, 2009*

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ARTICLE I - RECOGNITION

A. Recognition of Association

The Board hereby recognizes the Association to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all schools administrators and supervisors employed by the Southfield Public Schools, but excluding Superintendent, Associate Superintendents, Director of Information Services, Director of Human Resources, Purchasing Agent, non-certified supervisors and all employees covered by other collective bargaining agreements.

B. Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or with any other collective bargaining organization on behalf of administrators.

C. Definitions

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

1. Administrator shall mean any administrator eligible for membership in the bargaining unit.
2. Superintendent shall mean the Superintendent of Schools or his/her designated Associate Superintendent as his/her agent.
3. Board shall mean the Board of Education of Southfield Public Schools or its designated agents.
4. Association shall mean the Southfield Association of School Administrators.

D. New Positions

Where new professional positions are created within the district a determination of inclusion or exclusion shall be made by the Association and the Board, except that nothing herein shall interfere with the Board acting to fill such positions, should an agreement with the Association not be obtained, pending third party resolution.

E. Non-discrimination

The Board and the Association agree to continue their policy of non-discrimination against any administrator on the basis of race, creed, color, physical handicap, age, national origin, marital status, sex, or membership, participation in, or association with the activities of any professional educational organization.

The Board further agrees the private life of any administrator is not an appropriate matter for the concern or attention of the Board unless it directly affects the ability to perform his/her professional functions or responsibilities to the school district or to act as a representative of the school district.

ARTICLE II - RIGHTS OF THE BOARD

- A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the constitution, and laws of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees on the job;
 2. To hire all employees and subject to the provisions of law, to determine the qualifications and the conditions for their continued employment, dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish courses of instruction, including special programs, and to approve the means and methods of instruction;
 4. To provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and to determine the duties, responsibilities, and assignments of all employees;
 5. To adopt reasonable rules and regulations which are not in conflict with this Agreement;
 6. To develop and control the budget of the school district;
 7. To determine the structure and responsibilities of its school management organization;
 8. To determine the number and location of its facilities.
- B. The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties and responsibilities, and hereby agrees to be bound by such limitations. Likewise the listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III - ASSOCIATION RIGHTS

A. Association Use of School Buildings

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

B. Access to Board Information

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

C. Organization Leave Days

The Association shall be granted a total of forty (40) days released time per year for use by all administrators participating in Association business.

Further, the Association President shall be released to fulfill Association responsibilities. There shall be five (5) days allocated for this responsibility. Released time beyond the five (5) days shall be deducted on a prorata basis from the number of days made available to the Association.

D. Dues Deductions/Service Fees

The Board agrees to deduct the regular dues or service fees of the Association upon individual written authorization of the administrator.

Administrators shall have dues or service fees deducted in equal installments commencing the first pay of July of each year. As an option, an administrator may pay the dues or service fees directly to the Association Treasurer in one (1) payment by September first of each year. The Board agrees to promptly remit, to the Association, all monies so deducted and accompanied by a list of the administrators from whom such deductions have been made.

It is recognized that administrators may object to joining the Association. It is also recognized that the proper negotiation and administration of a collective bargaining agreement entails expense to the Association. Therefore, in the event an administrator shall not join or remain a member of the Association, execute an authorization for dues deduction in accordance with this Article, such administrator shall cause to be paid to the Association a service fee not to exceed the dues of the Association.

In the event that an administrator shall not pay such fees or dues to the Association or authorized payment through payroll deduction within thirty (30) days after billing by the Association, the Board shall cause the termination of employment of such administrator providing the following has occurred:

1. The Association shall notify the administrator of noncompliance therewith certified mail, return receipt requested. Said notice shall detail the noncompliance and shall further advise such administrator that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the administrator fails to comply, the Association may file charges, in writing, with the Board and may request termination of the administrator's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
3. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said administrator is protected by the provisions of the Michigan Tenure Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
4. In case of an appeal by such administrator, termination shall not occur until such appeal has resulted in a final decision by an agency or court of competent jurisdiction.
5. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall assume all costs, provide attorneys, indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.

ARTICLE IV - CONTINUITY OF OPERATIONS

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

ARTICLE V - ADMINISTRATIVE ASSIGNMENTS

A. Appointment to Administrative Positions

A vacancy is a vacated or newly created administrative position which the Board desires to fill. When school is in session, vacancies for administrative positions will be publicized, including postings of such notices, in each school and the central office.

Such postings shall include a statement of the duties, locations, qualifications and compensation schedule for the position. At times when school is not in session, a copy of such postings will be provided to Association members.

No administrative position shall be abolished, created or vacated by the Board without prior consultation with the Association.

All administrative vacancies shall be posted for a period of ten (10) work days during the school year and fourteen (14) calendar days during the summer.

No vacancy shall be filled, except on a temporary basis, until the expiration of the posting period.

When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should he/she be excluded from consideration for regular appointment. He/she shall be required to apply and follow the same procedures as other applicants for regular appointments.

A vacancy may not be filled on a temporary basis beyond the work year but in no case longer than 4 months unless requested by the administration and agreed to by the Association.

A posting of a general nature will occur when a specific vacancy cannot be defined.

Any administrator may indicate interest in a particular type of position should one become vacant. All applications or indications of interest shall be in writing.

B. Administrative Selection

When an assistant administrative vacancy occurs, the immediate supervisor of the vacant position shall be actively involved with the Superintendent or his/her designee in the final selection process.

If it is determined by the Superintendent that a formal screening interviewing committee will be established, such committee shall include not less than equal representation of members of the administrative Association to other groups of such committee.

C. Transfers

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

D. Voluntary Transfers

Any administrator shall be given an opportunity to seek a transfer to another administrative position within the Association. If the administrator is denied the transfer, the Superintendent shall provide reason/s for the denial to the administrator upon request.

Voluntary transfer requests shall be submitted, in writing, to the Superintendent with a copy to the Association.

Administrators submitting such a transfer request shall be interviewed by the Superintendent or his/her designee as well as the immediate supervisor of the position to be filled.

Any administrator may file, with the Superintendent, a general letter of request for transfer within the Association to be considered should a position become vacant.

E. Involuntary Transfers

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

F. Reassignment

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

G. Voluntary Reassignment

Any administrator shall have the right to equal consideration for reassignment to any position with the district.

A request for voluntary reassignment by an administrator shall be submitted, in writing, to the Superintendent with a copy to the Association.

The administrator requesting such reassignment shall be interviewed by the Superintendent prior to the Superintendent's response to such request.

Responses to requests for voluntary reassignment shall be in writing with a copy to the Association prior to the awarding of the position.

H. Involuntary Reassignment

Involuntary reassignment is the movement of an administrator in the Association to the position of tenured teacher.

When an involuntary reassignment is contemplated, the Association and the administrator being considered for such reassignment will receive a written explanation for the need of the reassignment in advance of its taking effect. Such notice shall provide not less than fifteen (15) working days during which the administrator and Association shall be provided the opportunity to meet with the Superintendent to discuss and review the necessity for such reassignment and provide alternatives.

Involuntary reassignment may only be applicable due to cases of unsatisfactory performance as covered under Article VI, Section 4, Administration Evaluation, Article IX, Section 3, Discipline, Demotion, and Discharge, and Article VI, Section 6, Reduction of Personnel.

I. Emergency Assignment

If an emergency occurs during the year, the Superintendent may assign temporary or interim administrative responsibilities to a present administrator. The need for such emergency action will be discussed with the administrator to be affected and with the Association prior to such action taking place. Administrators serving in such capacity for the first ten (10) work days shall have the option of compensatory time or extension of contract equal to fifty (50) percent of the time spent in such emergency assignment. No such emergency assignment shall continue beyond the work year.

When an Association member serves in a temporary or acting capacity for more than ten (10) work days, he/she shall be compensated at the rate of pay for the position being served provided such compensation is higher. There shall be no loss of pay for serving in a position of lesser compensation.

ARTICLE VI - ADMINISTRATIVE RIGHTS

A. Open Personnel File

It shall be the right of any administrator to examine his/her official personnel file, upon request. Before any evaluation materials are placed in the member's file, he/she shall be given the opportunity to read, attach an answer in writing and sign such material. All descriptions of administrative performance which are a part of an official personnel file shall be open to examination by the administrator.

B. Staff Selection and Assignment

Each administrator shall have the right to accept or reject the opportunity to interview and make recommendations to the Personnel Supervisor for all personnel, certified and non-certified, being considered for assignment to his/her building, program or department, prior to such assignment.

Each building principal and/or supervisor shall have the right to determine internal building, program or department assignments subject to final approval of the Superintendent.

Each building principal and/or supervisor shall receive such staff, certified and non-certified, together with district resources as the administrator is able to demonstrate are needed to fulfill his/her job description.

All personnel assigned to a building shall be directly responsible and accountable to that building administrator(s).

All personnel assigned to a department or program supervised by a supervisor shall be directly responsible and accountable to that particular administrator.

C. Protection of Administrators

The Board shall provide all necessary support and assistance to administrators with respect to maintenance of control and discipline in the buildings, on school grounds, and at district related functions.

Complaints by a citizen directed toward an administrator shall be called to the administrator's attention if an official record is to be made of such a complaint. The administrator shall be notified, in writing, within a reasonable time period. No official record shall be made until the administrator has had an opportunity to provide a written response.

The Board shall direct such citizen to discuss the complaint with the administrator involved. If the citizen appeals to a higher authority, such administrator shall be given an opportunity to provide the necessary background information in person and/or by confidential memorandum.

Procedures involving citizen complaints and the consequences resulting there from shall not circumvent the administrative evaluation and/or disciplinary procedures.

If an administrator has a legal complaint lodged against him/her as a result of any legal action within his/her jurisdiction, the Board shall provide legal counsel and render all necessary assistance for the protection of the administrator. The Board shall arrange for and maintain appropriate insurance to cover all such liability. This provision shall not apply to actions alleging criminal complaints not within the scope of the administrator's responsibility.

Time lost by an administrator in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the administrator.

The Board will reimburse the administrator for any loss, damage or destruction of any personal property suffered while on duty on school property, on school premises, or at school sponsored or related activities. Such reimbursement shall be made only upon the occurrence of one of the following:

1. Assault or result of physical force used upon the administrator.
2. Theft from the administrator. Reimbursement by the Board shall not exceed seven-hundred fifty dollars (\$750.00) for any item and shall be null and void if negligence can be determined.
3. Verified malicious destruction of the administrator's personal property. If reimbursement for such damage, loss or destruction is otherwise covered by a policy of insurance, the Board shall be liable for the deductible portion of such coverage or the difference between actual insurance payment and the replacement cost of the item in question but in no case shall such liability exceed seven-hundred, fifty dollars (\$750.00).

Any case of assault upon an administrator while on duty or within the scope of the administrator's responsibility, shall be promptly reported to the Board or its delegated representative. The Board will provide legal counsel and shall render all assistance to the administrator in connection with the handling of the incident by the law enforcement and judicial authorities.

D. Administrative Evaluation

The evaluation procedure and instrument mutually developed by the Association and the Board and presently utilized shall continue in effect until such time as the Association and the Board shall mutually develop and agree upon an alternative system of evaluation for administrators. A mutually development evaluation instrument has been developed (see Appendix C).

The written evaluation will be completed by the Superintendent or his/her designee regarding the performance of each administrator in accordance with mutually established procedures. The written evaluation shall contain the Superintendent's recommendation regarding employment status and/or which evaluation system, formative or summative, the administrator shall be on during the ensuing school year. Each administrator shall be given the opportunity to review and respond to the evaluation and have the right to appeal its contents before it is placed on file.

SASA administrators shall evaluate other SASA administrators who report to them. In regards to the evaluation of principals, the Superintendent or his/her designee may seek direct involvement from a designated SASA curriculum supervisor.

E. Individual Contracts

Each administrator employed by the District shall serve a three year probationary period. Administrators who begin their employment within the term of the work year shall have the probationary period appropriately extended so as to provide three full years of probation.

Probationary administrators shall be employed under a one (1) year probationary contract. The non-renewal of probationary contracts is subject to the grievance procedure, excluding binding arbitration. Probationary administrator contracts may be non-renewed and probationary administrators removed from their administrative assignments by the Board at the conclusion of any of the three (3) probationary years. Such non-renewal shall be based upon an unsatisfactory performance rating, for reasons of economics or administrative restructuring, or for reasons of discipline in accordance with Article IX, Section C. Nothing herein shall prevent the Board from acting to discipline an administrator, including involuntarily transferring such administrator, at any time for reasons of discipline in accordance with Article IX, Section C.

Administrators who have completed their probationary period shall be employed under a (2) two year individual contract which shall be renewable annually. Individual exceptions to such renewal shall be based upon an unsatisfactory rating as determined through the written evaluation procedure. If an administrator's individual contract is not renewed, due to an unsatisfactory rating or involuntary layoff, he/she shall remain at the same step on the salary schedule. The effected administrator will receive full benefits and salary for (2) two months beyond the close of the current school year (July and August) of the non-renewal unless the administrator gains employment elsewhere.

Nothing herein shall prevent the Board from acting to discipline an administrator, including involuntarily transferring such administrator at any time for reasons of discipline in accordance with Article IX Section C.

All administrators will be informed of the intent of the Board to renew their individual contracts no later than April 30.

Administrators shall be granted tenure as teachers but not as administrators. To the extent legally possible, any administrator who is assigned either voluntarily or involuntarily as a teacher, shall have seniority based on his/her original date of hire within the school district for any and all purposes.

F. Reduction of Personnel

1. Should the Board demonstrate to the Association that it is necessary to reduce the administrative staff, the following procedures will prevail.
2. Proposed reduction of administrator(s) shall first be discussed at a meeting called for this purpose. The meeting shall include the Superintendent and/or his designees, an officer of the Association and/or his/her designees. The Superintendent or designee shall review the justifications for the proposed reduction. Representatives of the Board and the Association shall then mutually develop and explore alternatives for adoption.
3. In order to facilitate any ultimate reduction in administrative personnel, the following procedures and criteria shall be implemented:

Step One: Administrators shall have the right to volunteer to be a part of the reduction by either resigning, retiring, taking leave, or being reassigned to a teacher position. Should they elect to resign, final payment and receipt of such compensation shall constitute agreement between the Association, the Board and the individual administrator to waive the benefit of all sections of Article VI, Section F.6 and no additional encumbrances shall be implied on either party or provision of the Master Agreement.

Step Two: Probationary administrators will be laid off in inverse order of seniority with those with the least system administrative service laid off first.

Step Three: Should additional reductions be required, non-probationary administrators shall be reduced according to Article VI, Section F.4 (below).

4. The Superintendent will select for retention those administrators with the greatest district-wide administrative experience unless, in his/her deliberative judgment and he/she is able to demonstrate to the Association that other considerations supersede. Such other considerations may include, but are not limited to: the length and quality of administrative service in the classification/ position; possession of valid certification or appropriate training; the requirements of the position(s) to be filled; evidence of professional growth.
5. If the retention of those with the greatest administrative service can be advanced and the educational needs of the district can best be served, the considerations of the Superintendent shall not exclude transfer among classifications. Classification in respect to the provisions of this Section of the Agreement shall consist of the following; elementary building administration; middle school building administration; senior high school building administration; and central office administration.
6. The following shall apply to administrators affected by reduction:
 - a. The administrators affected shall receive ninety (90) days notification of layoff prior to the last regularly scheduled Board of Education meeting in June.
 - b. In addition the Association and the Board shall jointly explore the feasibility of providing Out-Placement services for affected administrators at a cost to be shared equally between the affected administrator and the Board. Such total costs shall not be greater than fifteen hundred dollars (\$1,500.00) per year.
7. Administrators who are on Board approved sabbatical leave at the time staff reductions are to be determined will be considered on the same basis as administrators currently on duty.
8. Laid-off administrators shall be recalled to vacant or restored positions in inverse order of layoff with the most senior person being recalled first for positions which he/she is qualified. Qualified shall mean the length and quality of prior administrative service; possession of valid certification or appropriate training; and the requirements of the position(s) to be filled. Rejection of three (3) such assignments shall negate the administrator's right to be offered any subsequent administrative positions, and all further recall rights shall be null and void.
 - a. Any administrator relieved of his/her duties due to layoff shall retain recall rights for a period equal to fifty (50%) percent of the time served in an administrative capacity in the Southfield Public School or at least two (2) full years of layoff, whichever is greater.
 - b. Changes cannot be made in job qualification requirements with the intent of excluding someone on recall who previously held an identical or similar position for any period of time.

G. Administrative Reorganization, Reclassification or Reassignment

The Superintendent will consult with the Association regarding the need for reorganization, reclassification or reassignment of the administrative staff or the creation of new administrative positions. This will occur prior to any official action.

Proposed adjustments in administrative job functions or support services which markedly affect such job functions will first be discussed at a meeting called for this purpose. This meeting will include representation from the Association as well as administrator(s) who are directly affected.

The purposes of such meetings shall be: (a) to discuss and review the necessity for such change, (b) to discuss the impact/affect of such change, (c) to explore alternatives to such change, (d) to determine specific action to be taken, (e) to establish the timeline for its implementation.

The decision of the Board of Education with respect to the matters detailed in this Section shall be final, but shall not be applied arbitrarily or capriciously.

H. Miscellaneous Provisions

Nothing contained herein shall be construed to deny or restrict to any administrator such rights provided him/her under the Michigan General School Laws or other applicable laws and regulations. The rights granted to administrators there under shall be deemed to be in addition to those provided citizens of this state.

All administrators shall be informed, in writing, consulted and directly involved in the proceedings prior to the settlement of any grievance brought against him/her or any portion of his/her area of responsibility.

Complaints by a district employee directed toward an administrator shall be called to the administrator's attention if a permanent record is to be made of such a complaint, if such complaint may lead to disciplinary action at a later date or to be used for administrative evaluations.

Representatives from the Association shall be directly involved in the development of "Letters of Agreement" entered into by the Board and other bargaining units within the district. Any portion of such letter of agreement which has influence upon any section of this Master Agreement or an administrator's responsibilities shall be reviewed by the Association prior to final adoption.

Each administrator shall have rights of access to his/her own personnel files at any time.

No administrator's personnel file may be accessed by anyone other than the Superintendent, Director of Labor Relations, or that administrator's immediate supervisor. The content thereof is to be considered totally confidential and may not otherwise be made available to any other person(s) or organization(s) either directly or indirectly without prior written approval of the administrator.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

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

B. Procedure

Step 1 Within five (5) work days the administrator and/or Association shall first discuss the matter with the immediate supervisor.

Step 2 If the matter is not resolved through the procedure in Step 1, an appeal may be submitted, in writing, to the Director of Labor Relations. Such appeal shall specify the provision(s) or issue in question and shall be made within ten (10) work days from the date of the conference in Step 1.

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

In the event the Superintendent's designee serving as hearing officer is also the person that is being grieved, the Superintendent shall designate another designee to serve as a hearing officer for this grievance.

Step 3 If the matter is not resolved, an appeal may be submitted, in writing to the Superintendent within ten (10) work days of the written response in Step 2.

The Superintendent shall hold a hearing on the matter with the administrator and/or Association in an attempt to resolve the issue. Such hearing shall occur within ten (10) work days of receipt of the written appeal and a response shall be submitted within ten (10) work days of receipt of the written appeal and a response shall be submitted within ten (10) work days of the hearing.

- Step 4 If the grievance remains unresolved at the conclusion of the previous step it may be submitted to binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Director of Labor Relations within twenty (20) work days after the date of the response of the Superintendent at the previous step.
- Step 5 The arbitrator shall be selected according to the rules of the American Arbitration Association.
- Step 6 The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to his/her and such opinion shall be binding upon both the Board and the Association.
- Step 7 The arbitrator's fee and expense shall be shared equally by the Board and Association.

C. Grievance Procedure

It is understood that if any administrator files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, Michigan Employment Relations Commission, Michigan Employment Security Commission, Michigan Department of Labor Bureau of Workers' Disability, Michigan Tenure Commission, and/or a similar State or Federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

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

ARTICLE VIII - LEAVE DAYS

A. Leave Days

Each administrator shall be entitled to twenty (20) days of leave without loss of pay annually. The twenty leave days for the school year will be credited on the first work day of the administrator.

Some illustrative examples of legitimate reasons for granting such leave days are:

1. Personal illness, physical disability and/or emergency medical procedures.
2. Illness in the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law or any human dependent of the immediate household residence.
3. Observance of religious holidays and holy days.
4. Attendance at a ceremony awarding a degree to the administrator for such portion of the day as is necessary.
5. One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife.
6. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours. such as performance of religious obligations, court appearances, and medical or dental appointments when such appointments cannot be made at any other time.
7. Required appearance for an income tax hearing.
8. Closing of a home mortgage.
9. Death of a relative or friend.
10. Reasons deemed appropriate by the immediate supervisor and the Superintendent who may be advised by the Association.

Unused leave days will be cumulative. A statement of accumulated leave days will be issued at least yearly. Administrators may cash out one (1) accumulated leave day per year.

Absence due to injury incurred in the course of the administrator's employment by the district shall not be charged against the administrator's leave days.

Diseases and/or illness which can be medically verified and which is incurred in the course of the administrator's employment by the District shall not be charged against the administrator's leave days.

An administrator who is exposed on the job and is subsequently absent because of mumps, scarlet fever, measles, chicken pox or other childhood diseases shall not have days charged against his/her leave days.

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

1. Court Appearance: Court appearance as a witness in any case connected with the administrator's responsibilities, the school or whenever the administrator is subpoenaed to attend such proceedings.
2. Leave for death in the family: A maximum of five (5) days leave which will not be cumulative, shall be allowed for death in the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or dependent of the immediate house residence. Such leave will be subject to the approval of the Superintendent who may be advised by the Association.
3. Leave for death of relative or friend: Upon permission of the Superintendent, one (1) day will be allowed, when requested, for the death of a relative outside the immediate family or for other persons where the closeness of relationship warrants. An additional two (2) days may be allowed, but will be deducted from leave credit.
4. Jury Duty: Any administrator who is summoned for jury duty must notify the Superintendent's office within a reasonable time of receipt of such notice. If an administrator is summoned and reports for jury duty he/she shall be paid their regular contractual amount during such time of jury duty. The administrator shall provide to the Superintendent's office any compensation received for jury duty, exclusive of approved expenses for such duty.

B. Central Sick Bank

A sick leave bank shall be maintained for use by individual administrators. Each administrator shall deposit three (3) leave days from his/her individual bank upon initial employment.

Cumulative unused leave days of administrators upon termination of employment shall be deposited to the central sick bank.

Withdrawals may be made from the bank upon written application to the Sick Bank Committee by an administrator who has exhausted his/her own leave days.

Administrators may draw upon this bank until they are eligible for long-term disability protection.

The Leave Day Committee shall be composed of two (2) Association members and two (2) Board representatives, and shall meet on a jointly agreed schedule. Decisions of the Committee shall not be subject to the grievance procedure.

The committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable, if approved. The administrator receiving such an allowance from the bank shall not be expected to repay the days so provided. Use of the sick bank will be limited until such time that an administrator may be eligible for long-term disability benefits.

The Association shall receive a summary report on sick bank activity and balance on March 1 and September 1.

C. Sabbatical Leave

Sabbatical leave may be granted to administrators of the Southfield Public Schools upon the recommendation of the Superintendent of Schools, who may be advised by the Association, and finally upon approval of the Board, when in their considered judgment the professional competence of the administrator and general welfare of the Southfield Public Schools will be benefited.

1. An administrator who has served continuously in the Southfield Public Schools for a period of at least seven (7) years may be granted a sabbatical leave of absence, not to exceed one (1) year for the following purposes:
 - a. Approved Study
 - b. Approved Educational Travel
 - c. Other activities approved by the Board.

2. Any administrator on sabbatical leave shall receive a salary equal to fifty percent (50%) of the contractual amount he/she would have received had he/she remained. Such salary will be paid on the regular pay periods during the leave. He/she shall also receive all benefits such as health, disability, dental, etc., as outlined in this Agreement.
3. Request for sabbatical leave of absence shall be submitted to the Superintendent's office by April 15.
4. Before beginning the sabbatical leave, the administrator shall enter into a contract to return to administrative service in the Southfield Public Schools for a period of at least one (1) year after the expiration of such leave. An administrator who does not fulfill this Agreement shall repay to the Board, within two (2) years, the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in case wherein the rule is waived by the Board.
5. If the application of a qualified administrator for sabbatical leave is denied, he/she shall have first consideration in the succeeding year should he/she reapply and be eligible.
6. Administrators on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Board of Control of Public School Employees' Retirement Funds.
7. An administrator, upon return from sabbatical leave shall be restored to his/her administrative position or to a position of like nature and status. Salary adjustments shall be added as if the administrator had been employed in the school district during the time of sabbatical leave. The administrator shall be entitled to participate in any other benefits that may be provided by rules and regulations of the Board.

D. Leave of Absence Without Pay

Administrators, upon request, shall be granted personal leaves of absence without pay for a period up to two (2) years.

An administrator returning from an extended leave of absence without pay shall apply for open and posted administrative positions and will receive equal consideration as actively employed Association members for any administrative vacancy which is available.

Rejection of such a position shall not negate an administrator's right to receive subsequent administrative positions for which he/she is qualified, however, should the administrator reject two (2) such positions, all obligations on the part of the Board to provide for return to an administrative position shall be null and void.

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

E. Professional Leaves

Administrators offered professional opportunities may, upon request and with the approval of the Superintendent, be granted a short term leave of absence for periods up to three (3) months, or its equivalent, with pay. In such instances, the administrator's position shall be held for the employee's return and shall be staffed on a temporary basis.

ARTICLE IX - MISCELLANEOUS PROVISIONS

A. Scope of Agreement

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrative contracts heretofore in effect. All future individual administrative contracts shall be subject to the terms of this Agreement.

B. Compliance to Law

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

C. Discipline, Demotions, Discharge

No administrator shall be disciplined, demoted or discharged except for just cause and with due process. Written notice of the reason for such proposed action and an opportunity for a hearing on such action by the Board's duly designated representative shall be provided to the administrator. Any such actions shall be subject to the grievance procedure, except that binding arbitration shall be denied to probationary employees.

D. Payroll Deductions

The Board agrees to make payroll deductions, upon written authorization of an individual administrator for: Credit Union, approved tax sheltered annuity programs, Association dues or service fees, United Fund, additional insurance coverage's by approved carriers or for any other purposes jointly approved. No change in deductions will be allowed except by written authorization from the administrator at least two (2) weeks prior to the change.

E. Staffing Certified and Non-Certified

The Board shall maintain sufficient substitute personnel and such assignment procedures as to prevent unstaffed assignments in areas under the jurisdiction and supervision of the administrator.

F. Released Time

An administrator engaged during the school day on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary or leave days.

G. District Curriculum Council

The Association shall appoint one administrator to serve on the district-wide District Curriculum Council as a representative of the Association.

H. Administrative Staffing Standards

The complexities and demands of operating a school unit require the services of a full-time principal. Within reasonable budgetary, enrollment and other constraints, the Board and the Association agree that additional full-time administrative services are within the best interests of the School District and its students.

Further, a dynamic and viable educational system requires productive administrative services in the major divisions of the School District. The Board and Association agree with this concept and support it, consistent with constraints mentioned in the first paragraph of this Section.

The school district will continue to give consideration to the standards for administrative staffing as outlined by the North Central Association of schools and colleges.

Further, a joint committee comprised of equal numbers of the Board and Association representatives shall be formed to study and make recommendations by December 30, 1997, regarding appropriate staffing standards. The joint committee recommendations shall be committed to a letter of understanding. If no agreement is reached by the suggested date, the parties will resume collective bargaining on this particular issue.

ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006 and shall continue in effect for three (3) years until the 30th day of June, 2009. Prior to the expiration of this Agreement, however, the parties agree that at a mutually agreed upon time during the 2008-09 school year they shall meet and negotiate only regarding the subject of wages. Any such negotiations shall be based upon factors such as student enrollment and funding.

At least ninety (90) calendar days and not more than one hundred and twenty (120) calendar days before the expiration of this Agreement, the Association and the Board shall begin negotiations of a new Agreement. The terms and conditions of this Master Agreement shall continue in effect until a new Master Agreement is negotiated, or the contract is cancelled pursuant to PERA.

Appendix A - Emoluments

Appendix B - Compensation

Appendix C - Evaluations

APPENDIX A – EMOLUMENTS

A. Term Life Insurance

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

2006 – 2009 \$150,000

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

Administrators may opt to carry a fifty-thousand (\$50,000) dollar term life policy fully paid by the Board. Such administrators shall receive an annual Board paid annuity equivalent to the actual annual premium cost for a fifty-thousand (\$50,000) dollar term life policy.

B: HOSPITALIZATION

Upon acceptance of written application, the Board agrees to provide to each eligible administrator the following MESSA/PAK INSURANCE protection:

PAK A: For all SASA/Unaffiliated employees electing MESSA Health Insurance:

MEDICAL	MESSA Choices II	Deductible: \$100/200 RX: \$10.00/\$20.00
DENTAL	Dent 100/90/90/90A : UCR/2000:2	Class I: 100% Class II: 90% Class III: 90% Class IV: UCR Annual Max Class I-III; \$2,000, Lifetime Max Class IV: UCR Adult Orthodontics: Yes Sealants: Yes Cleanings: 2/yr.
	Dent 50/50/60A: UCR/2000:2	Class I: 50% Class II: 50% Class III 50% Class IV: UCR Annual Max Class I-III, \$2,000 Lifetime Max Class IV: UCR Adult Orthodontics: Yes Sealants: Yes Cleanings: 2/yr
VISION	VSP 3 Plus	Plan year July to July
Negotiated LTD	Neg LTD 70%, Max \$10,000	Replacement: 70%, Maximum Monthly Salary: \$14,286 Waiting Period: 120 Calendar Days Straight Wait Alcohol/Drug; Same as any other illness Mental/Nervous: 2 year Limitation SS Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: Yes COLA: No ESP: No
Pak Life (additional)	\$5,000 AD&D	

C. CASH IN LIEU OF MEDICAL COVERAGE

PAK B: For all SASA/Unaffiliated members electing CASH IN LIEU of Medical Plan:

Administrators not wishing health insurance through the school shall be allowed to apply twenty dollars (\$20) per month, at the expense of the Board toward any of the MESSA options and shall receive an annual Cash in Lieu amount equal to the annual premium cost for single subscriber coverage.

Administrators may add the Cash in Lieu amount indicated above to the MESSA options (or) place the twenty dollars (\$20) per month into the Cash in Lieu.

DENTAL	Dent 100/90/90/90A : UCR/2000:2	Class I: 100% Class II: 90% Class III: 90% Class IV: UCR Annual Max Class I-III; \$2,000, Lifetime Max Class IV: UCR Adult Orthodontics: Yes Sealants: Yes Cleanings: 2/yr.
	Dent 50/50/60A: UCR/2000:2	Class I: 50% Class II: 50% Class III 50% Class IV: UCR Annual Max Class I-III, \$2,000 Lifetime Max Class IV: UCR Adult Orthodontics: Yes Sealants: Yes Cleanings: 2/yr
VISION	VSP 3 Plus	Plan year July to July
Negotiated LTD	Neg LTD 70%, Max \$10,000	Replacement: 70%, Maximum Monthly Salary: \$14,286 Waiting Period: 120 Calendar Days Straight Wait Alcohol/Drug: Same as any other illness Mental/Nervous: 2 year Limitation SS Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: Yes COLA: No ESP: No

D. Long-Term Disability

The Board shall provide a long-term disability policy for all administrators. The administrator shall be covered for seventy percent (70%) of income, with a ten thousand dollars (\$10,000) /month limitation after a one hundred twenty (120) day waiting period in accordance with the conditions and provisions of the insurance carrier.

Full fringe benefit coverage shall be continued at Board expense for any administrator who is on Long-Term Disability.

E. Vision Insurance

The Board shall provide, without cost to administrators, MESSA Vision Care, full family, VSP3 Plus.

F. Mileage

All administrators shall be reimbursed in accordance with IRS rates for all approved travel out of the district, required by their position, which necessitates use of personal transportation. Such rates are adjusted each January and will be made known to administrators. All supervisors shall be reimbursed at this rate for all in-district mileage required by their position.

G. Retirement

1. For administrators hired prior to July 1, 1993, the provisions of G-2 (below) shall apply. This retirement payment shall not increase in the amount payable to the employee beyond the amount calculated as of June 30, 1993, regardless of the years of service occurring thereafter. The amount of the retirement payment shall thereafter be frozen as of June 30, 1993.

The qualification for payment of the benefit shall be that the employee submits his/her resignation from employment for purpose of retirement, have five (5) years of experience in the Southfield Public Schools, and that he/she shall be eligible, upon the effective date of his/her resignation, for full retirement benefits pursuant to the Michigan Public School Employees Retirement Plan.

For administrators hired on or after July 1, 1993 and prior to July 1, 1996, the language of G-2 (below) shall not be applicable; such administrators shall be entitled to a flat payment of \$12,000.

The qualification for payment of the benefit shall be that the employee submits his/her resignation from employment for purpose of retirement, have five (5) years of experience in the Southfield Public Schools, and that he/she shall be eligible, upon the effective date of his/her resignation, for full retirement benefits pursuant to the Michigan Public School Employees Retirement Plan.

Administrators hired after July 1, 1996, the language of G-2 (below) shall not be applicable, such administrators shall be entitled to a flat payment of \$12,000 upon retirement.

The qualification for payment of the benefit shall be that the employee submits his/her resignation from employment for purpose of retirement, have ten (10) years of service with the Southfield Public Schools, and that he/she shall be eligible, upon the effective date of his/her resignation, for full retirement benefits pursuant to the Michigan Public School Employees Retirement Plan.

2. Should an administrator retire from the Southfield School District, been hired and employed as of June 30, 1993, and be fully eligible for State teacher retirement benefits, he/she shall receive such benefits as follows:
 - a. Credit of .03 of current salary for each year of Southfield Public Schools service.
 - b. Credit of .003 of the current salary for each unused leave day at the time of (retirement.)

The maximum benefit for administrators hired as of June 30, 1993, under the above calculation, shall be sixty (60%) of the June 30, 1993, salary including educational benefits compensation.

Administrators shall have the option of receiving payment as follows:

- a. Lump payment:
 - at the time of retirement, or
 - at the first pay date the following January, or
- b. Three (3) equal payments:
 - one at time of retirement
 - first January following retirement
 - second January following retirement (no amount of interest shall be added).

Each retiring administrator shall also receive any unpaid stipend benefits. The amount earned shall be determined on a prorated basis as of the effective date of retirement.

Each administrator shall receive any unpaid longevity payment earned as of the June 30 preceding the effective date of retirement. Should the administrator have been compensated for at least twenty (20) days for the current year, he/she shall also be entitled to the pro-rated amount earned for the current year's longevity benefit.

3. Any administrator who retires under the provisions of Section G-1 (above) shall be able to continue insurance coverage(s) at the administrator's expense and subject to the rules of the carrier.
4. Any administrator who retires under the provisions of Section G-1 (above) shall be able to continue insurance benefits and the Board shall pay seventy-five percent (75%) of the premium costs and the retired administrator shall pay twenty-five (25%) of the premium costs. These arrangements shall be subject to the rules of the carrier.

For administrators hired prior to July 1, 2000, the maximum amount for retiree reimbursement for health premiums and deductibles is \$1,250 annually, not to be carried over from year to year.

For any SASA member hired after June 30, 2000, there shall be no district payment of health premiums and deductibles upon retirement.

The Board shall pay 100% of the premium cost for a \$50,000 decreasing term life policy as follows, for all retired administrators:

Thru the age 65	\$50,000
66	\$40,000
67	\$30,000
68	\$20,000
69	\$10,000
Age 70 and thereafter	\$5,000

Retired administrators shall be advised of changes, additions, enrollment periods and other pertinent information regarding insurance and other benefits by the Board on a timely basis. Dated copies of all such notifications shall be submitted to the Association at the same time they are sent to the retired administrator.

5. Early notification of intent to retire: Any administrator who intends to retire during the students' school year shall provide the Board with written notification at least 90 calendar days prior to the effective date of such retirement.

H. Professional Growth Education

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

2006-2009 \$15,225 (No carryover from year to year)

A joint committee of the Board and the Association will be established to review the status of this fund for possible recommendation to adjust it accordingly. A semi-annual summary report of expenditures and balances shall be submitted to the Association during the months of November and April of each year.

Administrators shall be reimbursed for 100% (to a maximum of \$600), of their State and National Professional Association dues in that Association most closely related to administrative assignment.

I. Conference Attendance

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

A joint committee of the Board and the Association will be established to review and up-date current reimbursement allocations for conference attendance and will recommend changes for consideration by the Superintendent.

J. Stipend

All administrators covered by this bargaining unit shall receive a stipend for expense incurred in the pursuance of their professional duties as follows:

2003 – 2004	\$750
2004 – 2005	\$750
2005 – 2006	\$500

For the 2006-2009 school year, the \$500 stipend will be paid in the second pay of October if a signed cell phone contract for the administrator is submitted to Personnel by the last week of September. Those administrators choosing not to submit a cell phone contract may request a stipend payment when he/she has accumulated \$500 of expenses incurred in pursuance of their professional duties.

K. Annuity

The annuity of \$2,150 shall be paid annually in three (3) equal installments. Each SASA member shall contact their insurance representative to make sure they meet the provisions of the contract.

L. Workshops

Administrators will receive Forty Five Dollars (\$45) per hour when attending workshops when teachers are being paid. Prior approval from their immediate supervisor is required for this payment.

M. Miscellaneous

The sole authority for the selection of the insurance carriers provided in this Article shall be with the Board provided benefit providers, (i.e. hospitals, doctors) and the carriers' administrative services, shall remain substantially equivalent to those presently provided. Failure on the part of any carrier's ability to deliver benefits and services provided herein shall be augmented by the Board to ensure full delivery of all benefits.

APPENDIX B - COMPENSATION

A Salary

The following criteria will be used by Personnel in determining new administrator's placement on the SASA Salary Schedule:

- Prior work experience as an administrator
- Salary from previous district or placement
- Critical needs areas
- Notification will be made to the President of SASA within five (5) work days of hire and salary placement.

CLASSIFICATION	STEP	<u>2006-07</u>	<u>2007-08</u>
A	1	104,276	105,319
HIGH PRINCIPAL	2	106,923	107,992
SRAC	3	109,554	110,650
(237 Days)	4	112,185	113,307
	5	114,823	115,971
	6	117,455	118,630
	7	120,091	121,292
	8	122,724	123,951
	9	125,363	126,617
B	1	99,602	100,598
	2	102,237	103,259
SUPERV3	3	104,871	105,920
SP Ed DIRECTOR	4	107,507	108,582
Dir. Curric. & Assessment	5	110,143	111,244
(237 Days)	6	112,778	113,906
	7	115,412	116,566
	8	118,048	119,228
	9	120,683	121,890
C	1	93,707	94,644
	2	96,339	97,302
MIDDLE PRINCIPAL	3	98,940	99,929
(227 Days)	4	101,610	102,626
	5	104,245	105,287
	6	106,887	107,956
DIRECTOR SUPERV2	7	109,516	110,611
(237 Days)	8	112,148	113,269
	9	114,783	115,931
D	1	89,271	90,164
	2	92,564	93,490
HIGH SCHOOL ASST. PRINCIPAL	3	94,538	95,483
(227 Days)	4	97,175	98,146
	5	99,808	100,806
	6	102,444	103,468
ELEMENTARY PRINCIPAL	7	104,082	105,123
(217 Days)	8	107,712	108,789
	9	110,351	111,455

CLASSIFICATION	STEP	2006-07	2007-08
E	1	87,398	88,272
	2	90,030	90,930
MIDDLE ASSISTANT (227 Days)	3	92,663	93,590
	4	95,301	96,254
	5	97,933	98,912
SUPERV1 (227 Days)	6	100,569	101,575
	7	103,205	104,237
	8	105,940	106,999
	9	108,473	109,558
F	1	83,547	84,382
	2	86,062	86,923
ELEMENTARY ASSISTANT (217 Days)	3	88,580	89,466
	4	91,101	92,012
	5	93,620	94,556
	6	96,138	97,099
	7	98,656	99,643
	8	101,273	102,286
	9	103,698	104,735

As part of the salary schedule, each administrator shall have his/her annual salary increased by the following indicated amounts:

	2006-07	2007-08
MA+30	\$828	\$828
Specialist Degree and/or Doctoral Candidate (ABD)	\$1,239	\$1,239
PhD/EdD	\$1,654	\$1,654

Positions covered within each classification:

- A High School and SRAC Principal
- B Supervisor III, Special Ed. Director
- C Middle School Principal, Director, Supervisor II
- D High School Assistant / Elementary Principal / Bussey Center Principal
- E Middle School Assistant / Supervisor I
- F Supervisor of SEI / Assistant Elementary

B. Administrative Work Year

Salaried employees are expected to work a schedule necessary to fulfill the duties and responsibilities of their position.

Administrators shall be expected to fulfill the contractual days as indicated on the preceding chart.

The contractual days include a total of eighteen (18) paid holidays and non-work days as follows:

1. Holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Day before New Year's, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and the Fourth of July.
2. Non-Work Days: A total of seven (7) days, as approved by the administrator's immediate supervisor.

If any of the holidays should occur on a Saturday or Sunday, the Administrator shall arrange another day in cooperation with his immediate supervisor.

3. Work schedules for the ensuing year shall be submitted for approval to the Director of Labor Relations.
4. It is recognized that Administrators may, from time to time, be requested by the Superintendent to report on non-work days when circumstances demand the joint efforts of the Superintendent and the Administrator. Such days will be limited to a total of three (3) per year. This provision is not intended to circumvent Section C (below).
5. Paid holidays and/or paid non-work days that are not used in a given year will be added to the administrator's leave days.

Any non-work day may be used as a scheduled work day if approved by the administrator's immediate supervisor.

No administrator shall be required to report for work on any day where an official public notice over radio stations WXYZ, WWJ, and WJR shall have closed the Southfield Public Schools.

Should a work stoppage occur by another bargaining group within the Southfield School District which requires the restructuring of the work schedule for administrators, the Board and the Association shall meet to jointly establish a new work schedule. Any new work schedule shall conclude on or before June 30, of the school year in which the restructuring of the work schedule is required and shall not require administrators to work on Saturday, Sunday or Holidays. The Board's decision with respect to any new work schedule shall be final. In no case shall the annual compensation or benefits for the school year involved, be reduced in any way by a restructuring of the administrative work schedule.

C. Work Beyond Contractual Days

If an individual administrator works beyond his/her contractual days in his/her assignment and responsibilities, and there is prior approval of the Superintendent for such added days, such administrator shall be compensated on a prorated basis of his/her salary.

Additional administrative assignments beyond the administrator's contractual year and in areas different than his/her basic assignment and responsibilities shall be compensated on a rate determined by the Superintendent in consultation with the Association and approval by the Board of Education.

Any compensation beyond the administrators contracted salary regardless of the funding source, must be pre-authorized by the Superintendent or designee.

Assignment as a Summer School Principal shall be available to non-Association individuals only when no Association member has applied for the position.

Salary for Summer School Principal(s) shall be determined by using sixty percent (60%) of the administrator's per diem rate times the total number of days determined for pre-planning, implementation and post planning of the Summer School Program.

Prorated shall be defined as: the contractual salary divided by the actual number of required work days for an administrator (i.e.; total days noted in Section B (above) minus holidays and paid non-work days.) Proration will be used for determining compensatory or extended work day compensation.

Per diem shall be defined as: the contract salary divided by the total number of days included in Section B (above) including holidays and paid non-work days.

D. Longevity

Administrators who have been employed by the Southfield Public Schools, in any capacity, for five (5) or more years shall receive an annual longevity payment as follows:

1. For 2006-2009 administrators with five (5) years service shall receive five-hundred dollars (\$500). Thereafter, add one-hundred dollars (\$100) per year of service.
2. Service credit for each individual shall be limited to either 30 years or the years of service credited as of June 30, 1987, whichever is the greater.

These payments shall be made in December and shall be based upon the administrator having completed five years (5) or more on June 30 prior to the December payment. Such payment shall occur on the first regular pay in December. Involuntary termination shall not cause loss of compensation under this provision.

E. Miscellaneous

Letters of Agreement: The Board and the Association shall create a clause allowing Letter of Agreement to deal with “one of a kind” (unique) situations that would not be precedent setting.

APPENDIX C – EVALUATION

A. Purpose

The primary purpose of the Administrative Evaluation process is to enhance professional growth and to improve administrative performance.

B. Procedures

All administrative personnel shall be evaluated on an annual basis.
An evaluation instrument (C-1) will be used.
The following areas will be assessed:

Leadership

- Communication
- Curriculum/Instruction/Assessment
- Organizational Management
- Staff Evaluation
- Interpersonal Relations
- Fiscal Management
- Labor Relations

The evaluation shall be formative: its purpose is to create growth and improvement. The evaluation may become summative if it is determined by the evaluator or the Superintendent that there exist areas of concern or deficiencies in performance.

C. Timeline and Process

On or before October 1 the administrator will complete a self-evaluation using the evaluation instrument.

On or before October 30 a conference will be held between the administrator and the evaluator to discuss both the self-evaluation and the evaluation process.

On or before February 28 the evaluator will do an interim evaluation on the administrator and hold a conference to discuss its contents.

On or before June 15 the evaluator will do a final evaluation on the administrator and hold a conference to discuss its contents.

D. Probationary Administrator Support Program

Probationary administrators will be required to participate in an orientation program designed for the purpose of gaining familiarity with SPS district policies and procedures.

Probationary administrators will be assigned a mentor during their first month of employment.

The mentor will be an administrator other than the probationer's evaluator.

The role of the mentor will be to provide guidance and support to the probationary administrator.

APPENDIX C

SOUTHFIELD PUBLIC SCHOOLS
Non-Affiliated Administrator Evaluation Form

Administrator Probationary Administrator

Administrator

Position

Rating Scale

- 1 – Commendable..... performs beyond job expectations
- 2 – Satisfactory..... meets job expectations
- 3 – Needs Improvement..... needs improvement in order to meet job expectations
- 4 – Unsatisfactory..... supporting statement and/or documentation required
- 5 – Not Applicable not applicable to administrator’s assignment

1 Leadership

	1	2	3	4	NA
1.1 Empowers and motivates staff to give their best work performance to accomplish the district’s mission and goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Assumes responsibility for the content and process of decisions made, actions taken, and the resulting outcomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Provides appropriate praise and recognition for staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Provides clear and consistent direction for all staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Promotes and supports staff initiative and innovation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Seeks and recommends the best-qualified candidates for staff positions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Orientates and supports new staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Balances district goals with job responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Involves the school community in decision making when deemed appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Leads and participates in professional development activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Demonstrates use of a variety of team building skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Demonstrates effective decision making and conflict resolution techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Identifies staff strengths in order to appropriately delegate tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Demonstrates consensus building skills both as a leader and as a member of a group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Enforces positively and with conviction Board policies and district regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Cooperates at the district level in supporting and/or organizing all programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Initiates direction and proactively responds to issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

2 Communications		1	2	3	4	NA
2.1	Presents ideas effectively to a variety of audiences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Speaks and writes articulately and correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Practices appropriate non-verbal behaviors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Responds appropriately to non-verbal behaviors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Uses active and reflective listening skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Provides clear and consistent directions for all staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

3 Organizational Performance		1	2	3	4	NA
3.1	Demonstrates knowledge of the professional and worksite operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Demonstrates knowledge of technical field trends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Understands operational needs of district and sites	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4	Motivates and assists staff in the implementation of worksite work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5	Demonstrates knowledge of effective job techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6	Conducts formal/informal workplace visitations to support high performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.7	Engages staff and self in the study and application of effective practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.8	Initiates numerous and varied strategies to improve performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.9	Analyzes performance data and designs new practices for continuous improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.10	Meets or exceeds performance goals and objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.11	Maintains high expectations for students, staff, parents, and self	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.12	Ensures timely and appropriate communication with schools and other worksite regarding services and work projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.13	Meets timelines and deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.14	Supports schools in the achievement of their educational goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

4 Interpersonal Relations		1	2	3	4	NA
4.1	Works effectively with the entire school community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Demonstrates patience, empathy and respect for others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Demonstrates fairness, firmness and consistency in handling problems and conflict situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Treats people in an unbiased and impartial manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5	Expresses disagreement in a respectful manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.6	Utilizes effective stress management techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

5 Organizational Management		1	2	3	4	NA
5.1	Organizes materials and utilizes effective procedures for conducting meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Delegates authority and tasks responsibly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Uses time management techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Demonstrates skills in office management procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	Works with staff and/or community to create and maintain a safe and orderly school environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	Schedules staff appropriately to maximize student achievement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	Manages the operation and maintenance of the physical plant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

6 Labor Management Relations		1	2	3	4	NA
6.1	Demonstrates knowledge of district contracts through implementation of school operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Understands and administers the provisions of the collective bargaining agreements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Seeks the advice of the personnel office on contract interpretation where appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4	Works collaboratively with union representatives to resolve labor problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

7 Evaluation		1	2	3	4	NA
7.1	Uses both formative and summative evaluations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	Uses a systematic program of visitation, evaluation and conferencing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3	Follows district guidelines/timelines for evaluation of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.4	Develops plans and offers resources for growth and improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.5	Uses observation, conferencing, and collaboration skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.6	Promotes self-improvement of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

8 Fiscal Management		1	2	3	4	NA
8.1	Allocates resources to facilitate the attainment of worksite goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2	Develops the worksite budget in accordance with district budgeting procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.3	Employs and monitors acceptable accounting procedures in the maintenance of all fiscal records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.4	Uses cost control procedures and institutes cost-effective practices in the management of all school funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

Additional Comments

Overall Evaluation Rating

1 2 3 4

Evaluation status for year _____ is

Formative
 Summative – Mini plan Maxi plan

Signature of Evaluator

Date

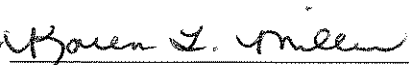
Signature of Administrator

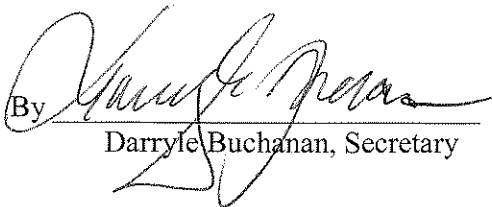
Date

Administrator may attach a written response to this evaluation form.

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

BOARD OF EDUCATION OF THE SOUTHFIELD PUBLIC SCHOOLS

By 
Karen Miller, President

By 
Darryle Buchanan, Secretary

THE SOUTHFIELD ASSOCIATION OF SCHOOL ADMINISTRATORS

By 
Paula Whitted-Lightsey, President

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