# AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION



AND THE ASSOCIATION OF DEARBORN SCHOOLS ADMINISTRATORS'

2013-2018

DEARBORN PUBLIC SCHOOLS 18700 AUDETTE DEARBORN, MICHIGAN 48124

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# AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION AND THE DEARBORN SCHOOL ADMINISTRATORS' ASSOCIATION

This agreement is made by and between the Board of Education of the School District of the City of Dearborn (hereinafter called the "Board"), and the Association of Dearborn Schools Administrators (hereinafter referred to as the "ADSA").

# **ARTICLE I - RECOGNITION**

A. The Board recognizes the ADSA as the exclusive bargaining representative for all personnel in the bargaining unit described as follows:

1. All P-l2 Principals, Coordinators, Assistant Principals, but excluding the following: the Superintendent; all Directors; Assistant Director-Human Resources; all Managers and Supervisors.

2. Any teacher who is appointed by the Superintendent to a temporary administrative position (including administrative internships) will also be excluded during the time such temporary appointment is in effect. The ADSA will be notified promptly of any such temporary administrative appointment.

3. Any other administrator in a full-time administrative position and on a salary schedule other than that for teachers and nurses is also excluded from the bargaining unit.

4. This agreement applies only to administrators in the bargaining unit.

B. 1. Fair Practices - The ADSA agrees to maintain its eligibility to represent all members of its bargaining unit by continuing to admit persons to membership in the ADSA without discrimination on the basis of race, creed, color, national origin, sex, handicap, or marital status, and to represent equally all members of the unit without regard to membership in, or association with, the activities of any professional organization.

2. Fair Practices - The Board agrees to continue its policy of not discriminating against any administrator on the basis of race, creed, color, national origin, marital status, sex, or organization affiliation.

C. The ADSA and the Board recognize and respect the existence of the principles of Affirmative Action; however, the ADSA and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective bargaining agreement and/or valid practices and policies of the ADSA or the Board.

D. The Board shall make available to the ADSA upon request such statistics and financial information, related to the Dearborn Schools and in the possession of the Board, but not readily available to the ADSA from other sources, as are necessary for negotiation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics not already available, but the ADSA shall have the right to examine such records and files as may be necessary to provide the necessary information. However, whenever examination of records and files is required to compile information and statistics as requested by the ADSA, such examination shall be accomplished by a work force consisting of an equal number of Board and ADSA representatives. Such examination shall be accomplished at a reasonable time upon reasonable notice.

### E. Association Security

Having a common interest in maintaining the positive labor relationship between the Board of Education of the School District of the City of Dearborn and the Association of Dearborn School Administrators, this agreement is made by and between the Board of Education of the School District of the City of Dearborn (hereinafter called the "Board"), and the Association of Dearborn (hereinafter referred to as the "ADSA").

#### Duration

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

2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to its terms.

3. It is the mutual objective of the parties to recognize this agreement throughout the entirety of the stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.

4. This agreement supersedes Article I Section E of the parties collective bargaining agreement dates 2011-2013 while this agreement remains in effect. Article I Section E shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded.

# **ADSA Security**

The Board and the ADSA agree that the ADSA's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and

administration of the collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the ADSA and pay dues required of members or agree to pay a service fee in an amount determined by the ADSA. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This agreement is made to reflect the parties mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

- 1. Promptly after approval of their hiring, the ADSA will be notified of the name(s) of each person newly employed by the employer who will be assigned to a position in this bargaining unit. The ADSA will present a notice of new hire to such person. The employee will have 14 calendar days to decide whether to become a ADSA member or pay a service fee.
- 2. The service fee will be deducted from the compensation of any person who fails or refuses to either become an ADSA member, approve deduction of a service fee or pay a service fee ("the Non-Payer"). The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. Dues or Service Fees will be withheld from the first paycheck of each month.
- 3. The parties acknowledge that the involuntary deduction of the service fee is a sanction that is less harmful to education continuity than discharge.
- 4. Notwithstanding the same, in the event that section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appeal has expired), then the parties shall utilize the following process:
  - A. The ADSA will notify the Board of the name of any person(s) who have failed or refused to either join the ADSA or to pay a service fee.
  - B. The Board will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the ADSA or to pay a service fee.
  - C. The individual employee shall have 14 calendar days from the date of the notice to either join the ADSA or to pay the service fee.
  - D. The ADSA will notify the Board of the name(s) of any individual employee who has failed either to join the ADSA or to pay the service fee despite the proffer of the notice described above.
  - E. Not later than 7 days following the notice to the Board from the ADSA, the employer shall discharge the individual employee from employment and shall

not reemploy the individual as an employee nor engage them or a successor for contracted service.

- F. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of rehire, they either join the ADSA or pay the service fee.
- 5. An ADSA member or service fee payer may pay either dues or service fees directly to the ADSA in such manner and on such schedule as the ADSA approved.
- 6. The ADSA will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the ADSA to allocate its expenses as chargeable or non-chargeable based on the relationship of the expenses to negotiation and enforcement of the collective bargaining agreement. The ADSA, alone, will determine the amount of the service fee. The Employer may request, and receive, information explaining which fees or expenses the ADSA has determined to be chargeable to service fee payers.
- 7. This agreement may be enforced via the grievance procedure or, at the ADSA's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
- 8. Fees shall not be deducted during the pendency of any objection that any non-payer may have properly initiated under the ADSA's Process for the Resolution of Objections; it may be invoked in 14 days after the conclusion or termination of the process for resolution of an objection.
- 9. The ADSA will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the process.
- 10. The ADSA shall defend, indemnify, and hold harmless the Employer, its members and its employees from claims made with regard to this agreement provided that the ADSA shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the ADSA's expense and provide further the Employer shall cooperate in the defense or resolution of the claim.
- 11. The employer and the union will bargain with the regard to the wage scale in this agreement in the event that the Dearborn Public Schools are sanctioned for approving a union security agreement prior to March 26, 2013. This right shall arise only if the District has suffered a significant economic loss as the result of economic retaliation by the legislature and governor against employers which approve union security contracts after December 27, 2012 and prior to the effective date of 2012 PA 349.

## ARTICLE II - ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Administration of Collective Bargaining Contracts: It shall be the responsibility of each administrator to administer equitably and properly the provisions of all collective bargaining contracts entered into by the Board of Education.
  - B. Pupil Assignments: Each building principal shall have the responsibility to make a determination regarding each pupil's assignment within his or her building. Determination shall be made in conformance with Board of Education policies and administration rules and regulations.
- C. Complaints: In order to encourage the harmonious and expeditious resolution of complaints at the building level, it is agreed that no decision shall be made before the administrator is notified of the complaint and is given the opportunity to clarify the circumstances leading to the complaint.
- 17 D. Handling of Complaints: Parties to this agreement concur that complaints shall be dealt with in the following manner:
  - 1. When the Superintendent, or the Superintendent's designee, receives a complaint from any individual against any administrator, the matter will be referred directly to the administrator, and the Superintendent, or the Superintendent's designee, will also alert all other elements of administration who may be involved.
  - 2. If the administrator is unable to resolve the complaint, the matter should be referred, in writing, to the Superintendent, or the Superintendent's designee, providing information concerning the complaint and the administrator's position in the matter. Successful resolution of the matter shall also be reported in writing to the Superintendent, or the Superintendent's designee.
  - 3. The Superintendent of Schools shall make the decision regarding any further action that should be taken in regard to the matter.

#### E. Budget Allocations

- 1. Establishing program priorities within each school or department, as related to budget allocations and varying educational needs of pupils and staff, shall be developed in cooperation with the appropriate Director and within available financial resources.
- 2. Once budget allocations are established and approved by the appropriate Director, the administrator shall be responsible for exercising budgetary controls with regard to these budget allocations within his/her building or department. The decisions exercised by the administrator concerning budget allocations will be consistent with Board policy and administrative procedures.

F. Appointment to Administrative Positions

The Board and school administration agree that it is the responsibility of the Superintendent of Schools to recruit and recommend for employment the best qualified candidates with appropriate administrative certification available for administrative positions.

It is understood that the Superintendent's recommendation(s) would benefit from prior consultation with the ADSA regarding any prospective assignments within the scope of the ADSA unit.

1. Every year between August 1<sup>st</sup> and May 1<sup>st</sup>, all current administrators may indicate through a written correspondence to the superintendent their preferences for reassignment.

2. When a vacancy occurs, the Superintendent may, using the above as part of his/her consideration, exercise the following options regarding the filling of the vacancy: Voluntary transfers in grade---Voluntary demotions---Promotions. It is understood that even if a vacancy is not existent, the Superintendent may initiate involuntary transfers for the good of the district. For assistant principal placement, consultation with the current building administrator will be part of the placement process.

3. Should the Superintendent prefer, he/she may initiate, through the Human Resources Department, a notice of vacancy to be publicized in the school district by posting such notice in each school unit of the district and the various central administrative offices, and in such other manner as the Superintendent deems desirable. Such notices as are sent to a building or department shall include sufficient copies to allow for distribution to each ADSA member in the building/department.

4. Any ADSA bargaining unit member may apply in writing and be considered for vacancies for which he/she is qualified and certified. A minimum of five school (work) days shall be allowed for applications to be received from any applicant. During the summer months when school is not in session, notice of the vacancy will be mailed by the Human Resources Department to each administrator who is not on duty. The mailing address will be that which is provided by the employee for the summer months. A notice of vacancy will be mailed to the office of the President of the Association of Dearborn Schools Administrators or to the address provided by the President.

5. A Screening Committee will review all such applications for the appropriate qualifications and an interview committee including representation from the ADSA will make recommendations to the Superintendent regarding appointment.

6. Temporary appointments may be made by the Superintendent on an emergency or interim basis. The temporary appointee shall be considered for continuing appointment only in the same manner and on the same basis as other applicants for continuing appointment. A position may not be filled on a temporary basis beyond the end of the contract ending date

of the position unless consultation with the ADSA has taken place. The President shall be informed prior to the announcement of any temporary assignments.

#### G. Administrator's Personnel File

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- It shall be the right of any administrator to examine his/her official personnel file upon request. The administrator shall receive a copy of any material that is placed in his/her personnel file and shall be given the opportunity to react in writing as an attachment to the material.
- It is understood that records such as credentials from universities, pre-employment recommendations and evaluations, recommendations and evaluations related to applications for positions other than his/her current assignment, and items of officially recognized confidentiality are not subject to examination and may be removed by the Director of Human Resources.

#### H. Continuity of Service

The Superintendent shall be responsible for the assurance on continuity of service in the event of the extended absence of an administrator. The Superintendent or a designee shall, in consultation with the ADSA, appoint within 10 working days an appropriate administrator to assume the responsibilities of the position. Ten working days shall be defined as within 10 working days of the first day of absence or within 10 working days of awareness of the absence, whichever is later.

#### I. Curriculum

Responsibility for leadership in curriculum development and implementation shall rest with the appropriate district and/or building administrator who serves as an extension of the Division of Educational Services. It is understood that the continued involvement of teachers in the development, implementation and revision of curriculum is essential.

#### J. **Procuring Substitutes**

Building administrators will bear the responsibility to request instructional and noninstructional substitutes in a manner prescribed by Board policies and/or administrative regulations.

#### K. Input Relative to Negotiations

The Board will continue to provide administrators with the opportunity to offer input relative to negotiations prior to the inception of negotiations.

L. Administrative Certification

Members of the ADSA who are required by the district to be administratively certified will comply with State of Michigan Administrative Certification requirements. The district will continue, during the term of this agreement, the practice of reimbursing administrators for one certification at each renewal period. By January 15th each year, the Human Resources Department will notify, in writing, all administrators who have expiration dates of June 30th on their administrative certificates for that year. An administrator who does not maintain the appropriate certification shall be terminated from his/her administrative position. Such termination shall not be subject to the grievance procedure in Article VII.

It is understood by the parties that the language above shall be in effect if the State of Michigan reinstates an administrative certification requirement for school administrators.

15 M. New Responsibilities

Should the Superintendent need to include significant new responsibilities to the job description of a current administrator, he/she will confer with the association president first. As a result of this discussion, the additional responsibilities will be put in writing and added to the appropriate job description.

#### ARTICLE III - BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and shall also include all traditional Board of Education rights under arbitral law.

30 B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

by the specific and express terms of this agreement.

ARTICLE IV - LEAVES

A. Definition: A leave is a Board approved absence without pay (except for sabbatical), granted to the administrative staff with provisions for certain rights and responsibilities before, during, and following such absences.

B. Requests: In order for a leave request to be given consideration, it must be submitted to the Human Resources Department in writing, and within prescribed time limits if applicable for the type of leave requested.

C. Expiration: A leave may be rescinded or terminated before the normal expiration date only by

1 2		mutual agreement between the administrator and the Board.							
3 4 5	D.	Payments: Except as specifically provided, no payment of any kind will be made to or for any administrator while on a leave covered by this agreement.							
6 7 8	E.		Return: An administrator will be eligible to return to his/her school or position after a leave of one year or less and to a comparable position after a leave longer than one year.						
9	F.	Classification: Leaves will be classified as Professional, Personal, or Civic as follows:							
10									
11 12		1.	Profe	ssional					
13			a.	Advanced Study					
14			b.	Sabbatical					
15			c.	Other Professional Leaves					
16									
17		2.	Perso	onal					
18									
19			a.	Extended Health					
20			b.	Care of Immediate Family					
21			c.	Child Care					
22			d.	Other Personal Leaves					
23									
24		3.	Civic						
25									
26			a.	Military					
27			b.	Peace Corps					
28			c.	Educational Organization					
29			d.	Government Service					
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31	G.	Pro	fession	nal Leaves					
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33		1.	Gene	eral Provisions					
34									
35			a.	Upon return from Professional Leave during which the conditions of such leave					
36				have been fulfilled, an administrator shall receive any regular scheduled salary					
37				increases granted administrators in service, including increments, and shall also be					
38				subject to any general salary adjustments which may be effected.					
39									
40			b.	Request for extension of leave of absence must be made in writing by November 1					
41				or March 1 for the final semester of the leave. Failure either to secure extension of					
42				leave or to return to employment upon termination of leave will constitute					
43				termination of employment.					
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- c. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.
- d. Administrators who have been on a Professional Leave shall be eligible for another Professional Leave three years after their return.
- e. Application for Professional Leave shall be filed in the Human Resources
  Department no later than March 1 or November 1 preceding the semester that the
  leave shall become effective.
- f. Notices received relative to opportunities for Professional Leaves shall be made available to administrators by the Superintendent or the designee.

# 2. Advanced Study Leave

- a. Any administrator with a minimum of two years of active service as an administrator in the Dearborn School System may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon the recommendation of the Superintendent. Any extension of time shall be made only by special action of the Board.
- b. Upon return from Advanced Study Leave, the administrator shall submit a report to the Superintendent. If an abuse of the leave's purpose is apparent, it will be treated as a personal leave with no increment accruing.

#### 3. Sabbatical Leave

- a. Sabbatical Leave shall be interpreted as leave from active duty granted to any administrator after seven consecutive years of active service in Dearborn, no less than two (2) years of which must have been administrative, for the purpose of improving instruction in the Dearborn Public Schools. (Military Leaves or Peace Corps Leaves shall be counted as active service). Sabbatical Leave may be granted for one year or for one semester as may be recommended by the Superintendent and approved by the Board.
- b. Leave granted for professional study, for work on publications, for travel combined with study, or for any other reasons which, in the opinion of the Superintendent, will improve instruction in the Dearborn Public Schools or will improve the efficiency of an administrator, shall be considered consistent with the purposes of Sabbatical Leave.
- c. Remuneration to administrators granted such leave shall be at the rate of one half

1				the current salary, at the time the leave begins.					
2 3 4			d.	Not more than two members of the administrative staff may be granted sabbatical leave in any one year.					
5 6 7			e.	In determining recommendations on requests for sabbatical leaves, the Superintendent will consider the following:					
8 9 0				(1) The extent of the applicant's professional study, growth, contribution and successful service during the preceding seven years.					
1 2				successful service during the preceding seven years.					
3 4 5				(2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.					
6				(3) Length of period of active administrative service in Dearborn Schools.					
8 9 20			f.	Upon return from Sabbatical Leave, the administrator shall submit a report to the Superintendent.					
21			g.	An administrator, upon completion of a Sabbatical Leave, shall return to the Dearborn Public Schools for a period of one school year.					
22 23 24 25 26 27			h.	An administrator not returning to the Dearborn Public Schools for the period of one school year upon completion of Sabbatical Leave shall, except in the event of his/her death while on leave, reimburse the Dearborn Board of Education for all monies received from it and the cost of all insurance benefits provided by it.					
28 29 30		4.	Other	r Professional Leaves					
31 32				ests for Professional Leaves not specifically referred to in this agreement will be arded to the Human Resources Department for consideration.					
33 34 35	H.	Per	sonal I	Leaves					
36 37		1.	Gene	ral Provisions					
38 39			a.	Personal Leaves may be granted to administrators upon request subject to the approval of the Superintendent and the Board.					
10 11 12			b.	Requests for Personal Leave should be submitted in writing to the Human Resources Department, accompanied by appropriate documentation as indicated by the specific type of Personal Leave.					
13 14			c.	An administrator who returns from Personal Leave of absence shall receive, during					

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- the subsequent school year, the salary of the immediate next step above that he/she occupied in the last year of active service.
- d. Request for extension of Personal Leave or notice of intention to return must be made in writing to the Human Resources Department March 1 and November 1 prior to the end of the final semester of the leave unless circumstances clearly preclude opportunity for such notice. Failure to request extension or submit intention to return will constitute termination of the leave. Failure either to secure extension of leave or to return to employment upon termination of leave will constitute termination of employment.
- e. Return from Personal Leave shall be at the beginning of a school year or semester, unless other arrangements can be made to the mutual satisfaction of the administrator and the Superintendent.
- f. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment in the termination of the leave. Payment for accumulated leave days may not be granted during the term of such a leave.
- g. The District and the ADSA will comply with all provisions of the Family and Medical Leave Act.

#### 2. Extended Health Leave

- a. Leave may be granted based upon mental or physical illness of an administrator.
- b. Request for Extended Health Leave shall be accompanied by a written statement from the attending physician indicating basis for leave request.
- c. Requests for return from Extended Health Leave must be accompanied by a written statement from the attending physician stating the administrator's fitness to return to employment.

#### 3. Care of Family Leave

- a. Leave may be granted to administrators to care for ill members of the immediate family. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.
- b. Request for Care of Family Leave shall be accompanied by sufficient proof of necessity for leave, including a statement from the attending physician.

#### 4. Child Care Leave

a. An administrator who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage, is eligible for Child Care Leave.

b. Request for Child Care Leave shall be submitted in writing to the Human Resources Department ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.

c. Child Care Leave, when granted, shall initially be for whatever portion remains of the school year in which a leave begins, or for the entirety of the school year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.

d. Request for renewal must be made to the Human Resources Department in writing at least ninety (90) days before the end of the semester with which the leave will expire.

e. Return from Child Care Leave, other provisions of this contract notwithstanding, will be to a comparable position in the Dearborn Public Schools not later than two (2) years from the end of the school year in which leave began. Failure to request renewal, and/or failure to notify the Human Resources Department in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Human Resources Department, will constitute termination of employment.

f. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the administrator and with the approval of the Superintendent.

#### 5. Other Personal Leaves

Requests for Personal Leaves not specifically referred to in this agreement will be forwarded to the Human Resources Department for consideration.

#### I. Civic Leaves

 1. Military and Peace Corps Leaves

a. Any regular employee of the Dearborn Public Schools' administrative staff who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps, shall be reinstated as a regular employee in the Dearborn Schools' administrative staff with full credit including the annual increment(s) under the administrative salary schedule. It shall be understood that satisfactory completion of leave requirements shall be considered the same as an acceptable rating in the evaluation procedure.

- b. Requests for return from leave must be made in writing by November 1 or March 1 of the final semester of the leave.
- c. Military Leave shall not extend beyond the time of the original enlistment or beyond the time necessary to discharge the employee's military obligation.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.

### 2. Governmental Service or Educational Organization Leave

- a. Upon approval of the Board of Education, an administrator may be allowed to serve the term of office to which elected, re-elected, appointed, or re-appointed at any level of government or to a position with a recognized education organization at the state or national level, provided such position is full-time and, further, provided that such leave need not be extended beyond four years. The administrator shall notify the Board upon being selected for such office and in no case will the administrator take leave of his/her administrative duties unless at least 15 working days will have been provided to locate a replacement.
- b. Notification of the administrator's return from such leave shall be made in writing to the Human Resources Department by November 1 or March 1 for the final semester of the leave.
- c. An administrator on such leave shall receive no pay from the Dearborn Board of Education.
- d. An administrator returning from such leave after a period of less than one year shall be placed on the salary step which would have been attained had leave not been taken.
- e. An administrator who returns from this type of leave of absence shall receive, during the subsequent school year, the salary of the immediate next step above that he/she occupied in the last year of active service.
- f. Accumulated benefits are carried forward from the effective date of leave and credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of leave.

#### 3. Temporary Military Leave

When an administrator must take a Temporary Military Leave (not to exceed 14 school

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days) during the school year, the Dearborn Board of Education shall compensate the administrator involved for the difference between the administrative pay for the period of service and the military pay for the weekdays of military service during the school year, and shall provide a substitute for his/her position, if necessary. Satisfactory arrangements shall be made prior to the leave and in conference with the Superintendent so that vital administrative staff functions remain uninterrupted.

# Sick Bank Accumulation

ARTICLE V - ABSENCES OTHER THAN LEAVES

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13 14 All administrators hired by Dearborn Schools prior to July 1, 2013 shall earn one day per month for paid time off for: personal illness and incapacitation; religious observation; funeral leave; required court appearance; and to care for a family member. (42 weeks—10 days; 45weeks—11 days; 46 weeks—12 days; 48 weeks—12 days).

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All unit members hired by Dearborn Schools on or after July 1, 2013 shall earn eighttenths (0.8) days per month for paid time off for: personal illness and incapacitation; religious observation; funeral leave; required court appearance; and to care for a family member. Days earned shall be rounded to the nearest whole day. (42 weeks—8 days; 45weeks—9 days; 46 weeks—10 days; 48 weeks—10 days).

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All earned but unused sick leave days shall be allowed to accrue from year to year; however, after one year of absence utilizing sick time, the unit member must apply for long-term disability.

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B. Sick Leave Bank

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An ADSA sick leave bank is created. The purpose of the bank is to provide income continuation to any ADSA unit member who has suffered a catastrophic illness or injury and who has reduced his/her personal sick leave bank to zero. Persons receiving ADSA sick leave benefits will be treated as if consuming days from their personal sick leave bank with wages and benefits continued accordingly.

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ADSA sick leave bank benefits are available to persons who meet the criteria expressed 2. here.

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A person is eligible for benefits only if he/she suffered a catastrophic illness or a. injury. This term means an illness or injury that is life-threatening or disabling in which the person requires extensive treatment and follow-up therapy or convalescence as prescribed by a medical doctor.

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ADSA Members previously eligible remain eligible until another request for b. donations is made.

- On or before September 15<sup>th</sup> of each year thereafter each employee not yet eligible c. for this benefit shall have the option to donate no less than two (2) and no more than five (5) sick leave days to a sick leave bank. Each ADSA member has the responsibility to monitor his/her current eligibility and donate the required sick days by September 15<sup>th</sup>. d. Any ADSA member who has previously been ineligible and fails to donate at least two (2) sick leave days by September 15<sup>th</sup> shall not be eligible to receive benefits during that year. An additional donation of not less than two (2) and not more than five (5) sick leave e. days will be required to remain eligible whenever the ADSA sick leave bank
  - 3. The bank will be administered by a joint committee of three (3) ADSA members and three (3) central office administrators.

(2) sick leave days under this item is no longer eligible for this benefit.

reaches a balance of sixty (60) days. Any member who fails to donate at least two

- a. The ADSA members shall be the president, the appropriate vice-president, and one at large member. The central office administrators shall include the Director of Human Resources and two other central office administrators.
- b. The six member team may grant a participating employee who has utilized all of his or her sick leave up to a maximum of an additional sixty (60) sick leave days with pay which shall be deducted from the bank.
- c. Four votes in favor of the request would be required in order for a sick bank request to be approved.
- d. Sick bank benefits may only be awarded to ADSA members who have not reached 180 consecutive calendar days of absence required to qualify for long-term disability. Once an employee is eligible for long-term disability, they are no longer eligible for sick leave benefits.
- e. The decision of the committee shall be final and shall not be subject to the grievance procedure.
- 4. This agreement supersedes all previous agreements regarding the ADSA Sick Bank.
- C. Sick Bank Usage

1. All unit members hired prior to July 1, 2013, with available time in their sick bank, shall be allowed to be off on a schedule work day and receive 100% of pay for any of the following reasons listed in items 2.a through f below:

- 2. All unit members hired after July 1, 2013, with available time in their sick bank, shall be allowed to be off on a scheduled work day for up to thirty (30) days per school year and receive 100% of pay for any of the following reasons listed items a through f below:
  - a. Personal illness or incapacitation that renders the employee unable to perform their normal work duties.
  - b. Quarantine of unit member or unit member's living quarters.
  - c. Religious Observance as may be required by their religion for holy observance and abstention from work.
  - d. Preparation and attendance in a funeral due to a death in the immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, grandchildren, aunt, uncle, niece, nephew, parent-in-law, sibling-in-law and members of the employee's household).
  - e. Required court appearance, or required appearance before any other public agency having subpoena powers. These days shall not be deducted from the accumulated sick leave days if the unit member is requested by an agency of the court or subpoenaed to appear on behalf of a student with whom the unit member is or was associated.
  - f. Medical tests and appointments that cannot possibly be scheduled during non-work hours. Administration has the right to request documentation to substantiate the need for the absence.
- 3. All unit members hired after July 1, 2013, with available time in their sick bank, shall be allowed to be off on a scheduled work day for additional days beyond the thirty (30) days allowed in paragraph 2 and receive 90% of pay for any of the reasons listed in items a through f above.
- 4. All unit members, with available time in their sick bank, shall be allowed to be off on a scheduled work day for up to ten (10) days per school year and receive 100% of pay to provide care for a member of the immediate family, who requires direct care due to incapacitation including FMLA, or when no other arrangements are possible. (The immediate family shall be construed to include: husband, wife, children, father, mother and member of the employee's household).
- 5. A unit member who has run out of sick leave and who is temporarily separated from work shall be considered to be on temporary medical absence for a period not to exceed two (2) months during which time the district shall continue payment of the employer provided insurance coverage option offered by the employer and selected by the employee. An administrator who returns to work cannot exercise this option again during the same school year.

- 6. Upon severance of employment, a unit member credited with sick leave allowance in advance of service shall reimburse the Board for all sick leave days used but not yet earned.
- 7. A unit member who is absent for fifteen (15) or more consecutive work days will, upon request of the building administrator after the latter's consultation with the Department of Human Resources, furnish the building administrator with a physician's statement certifying the unit member's physical capability to return to work. Should such a statement not be available as a result of the unit member's treatment during the period of absence and/or prove not to be available without additional cost to the unit member, the Board will bear the expense of the procurement of such a required certification.
- 8. After ten days or more days of sick bank usage in one school year, in which no medical or other appropriate documentation has been provided, the administration has the right to require medical or other appropriate documentation for any additional absences.

#### D. Personal Business

- 1. Each administrator will be granted up to two days per year for Personal Business. These days are provided for the administrator to take care of important personal matters that cannot be taken care of outside of the regular school day. Request must be made in advance to the Superintendent or the designee.
- 2. The Personal Business Day is not to be the first or last day of a school semester or the day preceding or following a vacation or holiday while school is in session unless approved by the Superintendent. Any unused Personal Business Days shall be added to the administrator's accumulated sick days.

#### E. Jury Duty

Administrators shall be allowed to serve on juries during the regular school year when required to do so and there will be no financial penalty attached to such service.

#### F. Holidays

Holidays recognized by the Board shall not be deducted from the administrator's sick leave accumulation.

#### G. Catastrophes

Days when pupil instruction is not provided wherein teacher attendance is not required (because of conditions not within the control of school authorities, such as heavy snowfall, severe storms, etc., as defined by city, county, township or state health authorities), ADSA administrators will continue the practice of making every effort to report to their assigned

buildings. Should any of the above circumstances make reporting impossible, each affected member will contact his/her immediate supervisor.

H. Family Medical Leave

The Board and the Union will comply with all provisions of the Family and Medical Leave Act.

I. Unpaid Absence

A unit member who is ineligible for paid leave due to an exhausted sick leave bank or circumstances that do not qualify for paid time off, and who does not qualify for a temporary medical absence under paragraph B.6 above, may be granted a short term unpaid leave at the sole discretion of the Superintendent or their designee and shall not be subject to the grievance procedure.

# **ARTICLE VI – DETERMINATION OF INCAPACITY**

Any administrator may be required to take involuntary leave when it has become apparent to the Superintendent that the individual is no longer able to physically and/or mentally to discharge the duties of his/her position in a competent professional manner.

A. Upon recommendation of the Superintendent and the approval of the Board, the Superintendent may request in writing that any administrator take a physical or mental examination at Board expense, the result of which may be used for determining involuntary leave.

B. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the employee, one selected by the Board, and a third one shall be mutually agreed upon by both parties. Upon request, a copy of the report from the three physicians shall be submitted to the administrator.

The written request may be made by the Superintendent as often as is deemed essential to the physical or mental welfare of the individual administrator involved.

D. The administrator requesting return from involuntary leave may return only upon the recommendation of the Superintendent following a reexamination according to the procedures outlined in Item B, and by approval of the Board.

Reinstatement will occur no later than the beginning of the semester following the approval of the Superintendent's recommendation.

41 F. No increment credit for such leave shall be allowed in the salary schedule.

#### ARTICLE VII – GRIEVANCE PROCEDURE

#### A. Definition of Grievance

 A grievance is an allegation of violation, misapplication or misinterpretation of some specific provision(s) of this contract.

# B. Statement of Basic Principles

Administrators who feel aggrieved as a result of the violation, misapplication or misinterpretation of specific provision(s) of this contract shall pursue the following procedure:

- Step 1 The administrator shall meet with the appropriate director, within ten (10) work days following the event prompting the grievance. If the matter is not resolved, the issue shall be reduced to writing and shall be recorded on the grievance form available from the ADSA President, and referred to the next step within five (5) work days after the meeting.
- Step 2 The Superintendent, or the designee, shall meet with the administrator within fifteen (15) work days after receipt of the grievance at this level. The Superintendent, or the designee, shall answer in writing within five (5) work days following the meeting. If the matter is not resolved, it shall be referred to the next step by the aggrieved administrator within five (5) work days of the administrator's receipt of the Superintendent's (or designee's) written answer.
- Step 3 If the ADSA is dissatisfied with the decision of the Board of Education, the ADSA may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education and the American Arbitration Association within 20 working days after the ADSA's receipt of the decision of the Board of Education. The arbitrator shall be selected and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne by the losing party. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Contract. The arbitrator shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Education or administration.

The arbitrator's award shall be final and binding on the Board and the ADSA and any Administrators involved unless the Board of Education, by vote of at least two-thirds (2/3) of its members taken within 15 working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event, the award shall not be final and binding but shall be advisory only, and shall be considered final for purposes of exhausting the administrative process provided herein.

At any step in the grievance procedure, representatives from the ADSA may be present. A grievance not initiated, or taken from one step to the next, within the time limits above specified, shall be barred. A grievance not answered within the time limits specified above, may be referred by the administrator to the next step within the same time limits as would have pertained had the grievance been timely answered. Time limits may be extended by mutual written agreement.

# ARTICLE VIII - CONFERENCES, WORKSHOPS, SEMINARS, AND PROFESSIONAL MEETINGS

Conferences, workshops, conventions, and visitation days offer valuable in-service opportunities to administrators; therefore, a reasonable number of administrators within the limitations of budget appropriations should be encouraged to attend same.

A. Educational and Professional Meetings

1. Requests must be submitted to the designated administrator for approval to attend.

2. It is understood that not more than six (6) administrators shall be on conference leave at any one time. However, such limitation may be increased or decreased upon the approval of the Superintendent or the designee.

3. The full cost of the nearest route by air coach will be paid for trips of more than 200 miles round trip.

B. Conference Related to Civic Participation

Employees serving as active members of civic or charitable committees and organizations shall be granted reasonable opportunity to attend a related convention. No expense incurred shall be reimbursed in such instances by the Board; however, there will be no loss of pay to the individual.

C. Professional Organizations Meetings

Employees serving as delegates to professional organizational meetings and conventions concerned primarily with internal affairs of the professional organization, shall be permitted to attend such convention without loss of pay to the individual but no expense incurred shall be reimbursed in such instances by the Board.

D. Visitation Days

1. Upon approval of the appropriate director, days for visitation for administrators to educational or related institutions may be granted during the year.

2. Current transportation allowance will be paid.

# ARTICLE IX – COMPENSATION FOR ELEMENTARY SCHOOL PRINCIPAL ASSIGNMENTS

A. There will be one salary classification for elementary principals.

B. Salary grade designation shall be at grade 3 (42-weeks).

10 C. Principals of elementary buildings, which contain 400-549 students, will receive a stipend of \$1,000. Principals of elementary buildings with 550 or more pupils will receive \$1,250.

 D. 1. Stipends will be calculated on the official blended student count days conducted per the State of Michigan guidelines each school year. Any salary adjustment based upon gain or loss will be paid in a one-time payment during the March paycheck of the appropriate administrator.

# ARTICLE X - ADMINISTRATIVE FULFILLMENT OF PROFESSIONAL DUTIES

In order to attain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, at times, involve work in and out of the school building and, at times, frequently outside the regular school day. Administrators will be permitted reasonable discretion in scheduling their hours of work, provided such discretion is exercised in a manner consistent with school and/or district programs and aims.

# ARTICLE XI – ADMINISTRATIVE WORK YEAR

The standard work year shall be that number of weeks provided by past practice and published in the Salary Schedule within this contract.

 A. The work year of the 42-week administrator will start ten (10) days before the student's school calendar begins and end ten (10) days after the completion of the teacher's school calendar. Up to two (2) of these ten (10) days in June may be worked during any scheduled break when students and teachers are not in attendance with prior approval from the appropriate Supervisor.

One (1) additional day will be scheduled as a workday during the period from July 1 to the ten (10) days prior to the week that the student's school calendar begins. This day shall be at the individual administrator's discretion, however, the date shall be forwarded to the appropriate Supervisor in June prior to the completion of the ten-day work period following the completion of the teacher's school calendar.

It is recognized that individual administrators may be on call during the summer for staffing

1 interviews or other matters of critical importance to the administrator.

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B. All ADSA members who are not classified as 42-week administrators will receive the 4th of
 July as a paid holiday.

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6 C. For 45, 46, and 48 week administrators, summer is defined as that period which begins the
7 Monday following the ten (10) days after the completion of the teacher's school calendar in
8 June and ends ten (10) days before the students' school calendar begins in August.

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D. All 45-week administrators will receive twenty-two (22) relief days during the summer or 18 relief days during those summers where a four day work week is in effect.

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13 E. All 46-week administrators will receive seventeen (17) relief days during the summer or 14 relief days during those summers where a four day work week is in effect.

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16 F. All 48-week administrators will receive ten (10) relief days during the summer or 8 relief days during those summers where a four day work week is in effect.

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- 19 G. The dates on which the relief days will be taken will be subject to the prior written approval of the immediate supervisor.
- 21 H. Individual exceptions and/or adjustments may be granted with the prior written approval of the immediate supervisor.

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A relief day is defined as a weekday during the summer on which work is not expected.
 Administrators will not be called to work on Saturdays or Sundays that fall immediately before or after relief days on Friday or Monday.

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It is agreed that on any scheduled break when students and teachers are not in attendance it may be the responsibility of the administrator to attend any scheduled, school-related, extra-curricular function being held within the individual's respective area of responsibility.

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Beyond this, the administrator's responsibility shall be limited to those emergency situations that may arise.

An administrator who attends scheduled, school related extra-curricular functions within
his/her respective area of responsibility during any scheduled break when students and teachers
are not in attendance shall receive an additional day as outlined in Article XXII K. provided
he/she has not elected to work on those days per Section A of this Article. This day must be
approved by the appropriate Supervisor.

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K. Two days may be substituted as contract work days at the discretion of the Administrator. Each day so scheduled must be approved by the administrator's supervisor. A corresponding number of relief days will be scheduled during the period after the teachers' school calendar is completed. All administrators must work on days scheduled as a meeting day by the Superintendent.

# L. Professional Development

1. 42 – 46 week administrators may be required to attend professional development for an additional week each school year and will be compensated at one-half per diem based on Salary Grade 3, Step 8, 45 week salary level per day, when attending workshops and conferences on non-scheduled work days (i.e. Star Saturdays, or days in summer). Required is defined as receiving written notice from their direct supervisor that they must attend a specific event.

2. If administrators are needed for more than five (5) days and are willing to participate, they are to be compensated for all time worked.

# ARTICLE XII - EXTENSION OF THE WORK YEAR

The Superintendent may, at his/her discretion, extend the work year of any administrator provided:

A. The Superintendent has informed the president of the ADSA of the rationale for such an extension of the work year.

B. Ample notice is given so that the administrator can make any necessary revision of his/her personal plans.

C. The annual salary of any administrator whose work year is extended is increased by an amount proportional to the extension of the work year.

# ARTICLE XIII – SUMMER SCHOOL PRINCIPAL PAY

Administrators assigned as high school and elementary summer school principals shall be paid per day according to the per diem rate below. Days paid shall be determined based on the days and hours students are in classes with and additional half hour before and after the program for supervision. A half day of schedule student time will be 3 hours. Anything over that amount will be considered a full day.

Half Day \$200

Full Day \$400

Administrators assigned to the middle school blended learning summer school shall be paid a stipend agreed to in a letter of agreement for the Summer of 2013.

If middle school summer school returns to a face to face program, compensation will be as described for high school and elementary summer school above.

#### **ARTICLE XIV – IMPLEMENTATION MEETINGS**

Upon request, the Superintendent will meet informally with the President and the executive board of the ADSA on matters relating to the implementation of this Agreement or other matters of mutual concern. Such meetings will be once per month except by mutual agreement.

## ARTICLE XV – SCHOOL MAIL SERVICE AND FACILITIES

A. The ADSA shall have the right to use school mailboxes and inter-school mail service for organization material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.

B. Individual administrators will not be prohibited from judicious use of the school mail services.

# ARTICLE XVI - PAYROLL DEDUCTION PRIVILEGE

A. Upon appropriate written authorization from the administrator, the Board shall deduct from the salary of any administrator and make appropriate remittance for credit union, savings bonds, United Fund, tax-deferred annuities, or any other plans or programs jointly approved by the Board and the ADSA.

# ARTICLE XVII - HOSPITAL - SURGICAL - MEDICAL BENEFITS

#### A. Introduction

1. The Board will make contributions toward the cost of healthcare benefits which may include any or all of the following: hospital, medical, surgical, prescription drug, vision and dental insurance or other benefits through its payments. Administrators on professional, personal or civic leave may continue, at their own expense, the current health insurance coverage at the group rate, provided the premiums shall be payable to the Business Office one month prior to the date the Business Office must submit payment of premiums.

2. The ADSA through the district's agent shall provide healthcare benefits to employees (self) and eligible family members (including spouse and eligible children following government guidelines) of employees of the Dearborn Public Schools who are in the bargaining unit represented by the ADSA and who are entitled to and meet ADSA through its agent's requirements for such benefits.

3. The ADSA through the district's agent has the sole responsibility and authority to determine benefit plans, carriers or service providers and to contract for the provision of such benefits as may be secured within the resources available. ADSA through its agent may, change, terminate, amend or modify benefit plans, carriers or service providers without prior approval of the Board of persons eligible for coverage.

4. The responsibility of the Board with regard to employee healthcare is limited to this Article. The Board shall cooperate with and assist ADSA through the district's agent in communicating information which may bear upon administration of the benefits including but not limited to: a. Reporting of employee status information such as hire, termination, layoff, change from full to part time or the reverse; b. Distribution to employees of plan materials such as summaries, descriptions, enrollment and election forms: c. Referral of inquiries to ADSA through the district's agent's administrator. Indemnification: a. The Union acknowledges that the Employer shall not be liable for a bargaining unit member's medical bills or costs in the event the entity designated in ADSA through its agent to provide coverage fails to cover those costs for any reason including without limitation insolvency or inadequate reserves provided the Board has made all agreed upon contributions to the entity designated in ADSA through the district's agent as specified herein. b. The Union shall defend, indemnify and hold harmless the Board of Education from any claim or action initiated against the Board which alleges that Employee contributions have not been used in accordance with law. This provision does not apply to acts of negligence by the Board of Education or its employees. c. The Board and its employees are responsible for its own acts of negligence. d. It is the intention of the parties that the school district will not provide dual and/or coordinated coverage, whether it is because both spouses work within the district or one spouse works within the district and one works elsewhere, as it pertains to the Employer providing hospital-surgical-medical benefits. Board Contributions subject to 2011 PA 152 or any other law limiting the parties' agreement as B. to medical benefits the parties agree as follows: The Board will make a monthly contribution by the 21<sup>st</sup> day of each month to any entity designated by ADSA through the district's agent. Board contributions will be based upon

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the total of the number of full time equivalent employees or fraction thereof as measured

on the first day of the month prior to the month for which coverage is due and who are in

the bargaining unit and are on active payroll or otherwise entitled to coverage under this or

any other provision of the collective bargaining agreement.

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# 2. Payments will be:

a. From July 1, 2013 through June 30, 2014, the monthly contribution amount will be \$1,180.00 per full time equivalent employee.

b. Prior to June 30, 2014, the parties shall bargain collectively to reach agreement on monthly contribution levels for the duration of the contract.

3. The Board agrees to remit future Board and Employee contributions obtained by payroll deduction to the fund's designated depository account or agent not later than the 21<sup>st</sup> day of the month, or the next business day thereafter, prior to the month for which coverage is provided.

 4. Monthly contributions by the Board to ADSA through the district's agent shall be accompanied by a Remittance Report. The Remittance Report may be transmitted electronically or by first class mail to the address provided by ADSA through the district's agent. The Remittance Report shall contain the name and the contribution amount for each bargaining unit member for who contributions are made. The Board shall be responsible for the accuracy and completeness of the Remittance Report.

5. The parties recognize and acknowledge that the Board's regular and prompt payment of contributions to the entity designated in ADSA through the district's agent is essential to the maintenance and operation of ADSA through the district's agent, and that it would be extremely difficult if not impracticable to repair or remedy the actual expenses and damage to ADSA through the district's agent and to unit members and others receiving benefits under ADSA through the district's agent as a result of the Board's failure to make such payments in full and within the time provided.

6. If the Board fails to make Contributions (Board Contributions or Employee Contributions) in the required amounts within the time provided in this agreement, it shall pay, in addition to the contributions due, the following amount as liquidated damages to compensate ADSA through the district's agent for the reasonable cost of delinquency collection

a. If paid after the due date but before a delinquency of six (6) business days, one percent (1%) of the amount of unpaid contributions owed;

b. If paid six (6) or more business days after the due date, two percent (2%) of the amount of unpaid contributions owed. In addition, contributions not received on or before the due date shall bear interest at the rate of five percent (5%) per annum on the amount due, from the due date until paid.

#### C. 1 **Employee Contributions** 2 3 1. ADSA through the district's agent may require employee contributions. Employee 4 contributions may be required in such amount and for such purpose as ADSA through the 5 district's agent determines. 6 7 2. Each eligible employee who agrees to make an employee contribution shall execute 8 consent to payroll withholding on a form to be mutually developed by the Board and 9 ADSA through the district's agent. 10 11 a. The consent shall authorize the deduction by the Board from employee pay of such 12 amount and for such purpose as the authorization shall state. 13 14 b. The Board shall cause such deduction to be made and no administration charge or fee 15 shall be imposed on the process. 16 17 3. Employee contributions will be made on a pretax basis on a "premium only" section 125 18 cafeteria plan. 19 20 4. The amount of the employee contribution may be modified by ADSA through the district's 21 agent with notice to the Board and the affected employees. 22 23 D. Implementation 24 25 1. It is the goal of the parties to this agreement to begin providing coverage per this 26 agreement by July 1, 2013 but no later than August 1, 2013. 27 28 2. Initial Provider 29 30 a. Commencing the first day this agreement is in effect, the designated provider of 31 benefits will be the Midwest Employees Benefits Association, through its Michigan State AFL-CIO Public Employees Health and Welfare Trust sub-fun ("MEMBA" or 32 33 the "Fund"). 34 35 b. The Fund shall continue to be the provider unless notice to the contrary is provided to 36 the Board by the ADSA through the district's agent. 37 c. The Board agrees to be covered by and to comply with the Agreement and Declaration 38 39 of Trust Establishing MEMBA, effective May 1, 2005, and any amendments thereto; a 40 copy of which shall be furnished to the Board. The Board shall execute a Participation 41 Agreement with the Fund. 42 43 d. Binder Payment: Not later than May 1, 2013, the Board will deposit a binder payment

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in an amount equal to the monthly contribution of \$1,180.00 times the total number of

full time equivalent employees or fraction thereof who are on active payroll or otherwise entitled to coverage as of April 1, 2013. This shall be used to bind coverage. The binder payment will be applied to the last month's coverage or refunded to the Board should ADSA through the district's agent terminate its contract with the MEMBA.

# E. Board Rights and Responsibilities

1. The Board shall be provided both periodically and on reasonable request copies of data pertinent to the operation of ADSA through the district's agent to include (but not limited to) program documents, claims made and covered and other experience data. The Board will be provided copies of ADSA through the district's agent Charter, the Participation Agreement and any plan descriptions.

2. The Board shall from time to time execute such other documents and agreements as are consistent with this Article as may be necessary for ADSA through the district's agent to operate.

3. The Board may designate an employee of the Board of Education to act as liaison to ADSA through the district's agent. The liaison may attend meetings of ADSA through its agent which are open to the public and such closed meetings to which the liaison is invited. The liaison may be recognized to speak at, but may not vote at, meetings of ADSA through its agent. The attendance of the liaison at Program meetings does not change the responsibility of the Board of Education from the defined in this Article.

# F. Duration

Notwithstanding any contrary provision in the collective bargaining agreement, the obligations and rights set out in this Article shall remain in effect without interruption until June 30, 2018 (unless changed by mutual agreement) without regard to the expiration of other terms of this agreement.

G. The District will provide, at no cost to the ADSA, a long-term disability plan for the duration of this contract. Specifics of this plan will be as follows:

60% of normal monthly earnings (to be defined as position on salary schedule plus longevity and advanced degrees).

Waiting period: 180 consecutive calendar days.

Maximum annual covered salary: \$100,000 (based on 12 months).

Maximum monthly benefit: \$5,000

1 Coverage for nervous and mental disabilities—two years or institutionalized.
2 Full maternity coverage.
4 The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible during the benefit period from the Board, the

Veterans' benefits or other such pensions, or payment for sick days.

Monthly benefits will not be reduced by any statutory or cost-of-living increases in the Social Security or MPSERS benefits.

Michigan Public School Employees Retirement Fund, the Federal Social Security Act (both primary and dependent), the Workers' Compensation Act, the Railroad Retirement Act,

In the event of dispute in any area not specifically addressed in the foregoing, the rules of the Carrier shall apply.

The ADSA will be consulted regarding any change of carrier, details and implementation of this plan.

H. The District will provide the ADSA, the Voluntary Employee Assistance Plan as recommended by the EAP Committee.

I. Additional benefits that may be purchased by the employee are: additional life insurance at one times the annual salary; dental plan, 100% Basic, \$25.00 deductible; and Long Term Disability at 70% to \$7,800 per month.

### ARTICLE XVIII- GROUP TERM LIFE INSURANCE

A. The Board will provide group life insurance in the amount of two times the annual contract salary of each administrator, said insurance shall include accidental death and dismemberment benefits. All administrators within the ADSA bargaining unit are eligible for such insurance. The administrator will enroll and designate the beneficiary on the proper application form.

B. Coverage for new administrators will become effective on the first on the month following the beginning date of employment, provided the necessary forms have been filled out and filed with the Payroll Department.

C. Administrators being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

# **ARTICLE XIV – LIABILITY PROTECTION**

The Board will continue to pay premiums for such liability protection as presently exists. It is

understood that the Board's sole responsibility is the payment of such premiums.

The policy pertaining to pay for employees injured while on duty for the school follows:

A. That the School District continue furnishing Workers' Compensation:

**ARTICLE XX - WORKERS' COMPENSATION** 

1. Benefits to be paid upon injury according to State regulations with a reserve established for each claim on file.

2. The responsibility in administering this program be given the Director of Business Services.

3. That any payment made under this coverage be charged under Fixed Charges - Workers' Compensation Insurance, and a General Fund Check is issued.

B. That the School District continue to supplement the benefits as follows:

1. Benefits to supplement that paid under the Workers' Compensation and an employee's regular pay.

2. That this benefit be automatically paid upon an employee receiving benefits under Workers' Compensation. If the Workers' Compensation provision is terminated, this benefit is also to terminate.

3. That this benefit be paid not to exceed ninety days, then the employee must use any accumulated sick leave and/or vacation days. Prior to extending this benefit up to an additional ninety days, a review of this case shall be made and a determination made to either continue or use employee in another job classification.

4. That any payment made under this coverage be charged under Fixed Charges-Supplemental Pay Benefit and a payroll check be issued with all deductions made there from especially required by Federal tax laws.

# **ARTICLE XXI – MILEAGE PROVISION**

The Board will pay each administrator at the rate set by the federal government for approved and required use of an administrator's personal automobile in the course of the performance of official duties.

#### **ARTICLE XXII - LONGEVITY**

Longevity compensation will be calculated as follows: beginning with ten (10) years of completed service in the district, administrators will be paid as part of their contractual salary one-half (1/2)

day's pay based on the current year's Salary Grade 5 (45 weeks), Step 4 for 2011-2012. Those who are receiving longevity will continue to receive it.

Longevity compensation will be calculated as follows: beginning with ten (10) years of completed service in the district, administrators will be paid as part of their contractual salary one-half (1/2) day's pay based on the current year's Salary Grade 5 (45 weeks), Step 5 for 2012-2013. Those who are receiving longevity will continue to receive it.

# **ARTICLE XXIII - ADVANCED DEGREES**

Beginning July 1, 1989, individuals who have attained a Masters degree and thirty (30) hours of additional graduate work will receive a stipend of \$750 per year. A sum of \$1,000 will be paid to those individuals who earn sixty (60) graduate credits beyond the Masters degree. Individuals who have earned a PhD or EdD will receive \$1,500. All credits must be verified by means of an official transcript filed with the Human Resources Department.

## <u>ARTICLE XXIV – PENSION SUPPLEMENT</u>

Each administrator will receive \$375 per month as a pension supplement. Members of the ADSA prior to 2010 may continue to take a reduced rate of \$275 in salary for the remainder of this contract (2013). At the end of this contract all ADSA members must take the \$375 as a tax sheltered annuity.

## **ARTICLE XXV- SALARY PLACEMENT**

The Board will pay the non-contributory portion of retirement for all administrators.

Initial placement of a new ADSA member shall be on Step one (1) of the appropriate salary grade unless consultation occurs with the ADSA. Initial placement shall not exceed a step 4.

Promotional placement on the salary schedule shall be vertical in Step to the appropriate grade.

Demotional placement on the salary schedule shall be vertical in step to the appropriate salary grade.

# ARTICLE XXVI – 2013-2018 SALARY SCHEDULE

Each Administrator within the ADSA bargaining unit shall be according to the following salary schedule at the appropriate grade and step. Step 8 will go into effect only if the per pupil foundation allowance exceeds \$8,457. Otherwise members will be capped at Step 7 of the salary schedule. All other members will move up their normal step increase for the 2013-14 and the 2014-15 school years. Step increased beyond 2015 will be subject to annual negotiations.

The salary schedule will remain frozen for the duration of the contract unless there is a change in the foundation allowance.

If the foundation allowance increased by 2.5%, the salary schedule will be adjusted to include a 1% increase to the salary of ADSA members. For each additional 2.5% increase in foundation allowance the salary schedule shall be increased an additional one percent. This is only triggered by a whole 1% increase at each level above the 2.5% trigger.

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If the foundation allowance decreased by 2.5% the salary schedule will be adjusted to include a 1% reduction in the salary of ADSA members. For each additional 2.5% decrease in foundation allowance the salary schedule shall be decreased by an additional one percent.

See below for the chart that outlines potential decreases and increases relative to the foundation. The 2012-13 foundation will be considered the base year for all increases and decreases at a per pupil allowance of \$8332 per student.

Amount of foundation	ADSA wage increase %			
allowance				
\$8,332	0%			
\$8,400	0%			
\$8,540	1%			
\$8,749	2%			
\$8,957	3%			
Decrease in Foundation	ADSA wage decrease %			
Percentage				
\$8,332	0%			
\$8,200	0%			
\$8,124	-1%			
\$7,915	-2%			
\$7,707	-3%			
This pattern continues indefinitely	for each increase or decrease at			

This pattern continues indefinitely for each increase or decrease at a 1% increment

Any administrator that is rated ineffective on their most recent year end evaluation will not receive a step increase in compensation.

Any increase in the MPSERS pension rate above 25.91% shall result in a decrease in the salary schedule of one third of the percentage increase. For example – if the MPSERS rate increases to 26.91% a one-third percent (1/3%) decrease would result in the salary schedule. The MPSERS rate used to determine the salary adjustment shall be based on the MIP Graded with retiree health normal costs.

The District has the right to require that all wages be paid through direct deposit.

## 2013-18 Salary Schedule

GRADE	WEEKS/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	46 Weeks Principal, Senior High	95,797	98,482	101,170	103,858	107,154	112,456	116,392	119,884
2	42 Weeks Principal, Middle School	83,127	85,813	88,500	91,167	94,020	98,674	102,128	105,191
	48 Weeks Coordinator I	91,446	94,133	96,821	99,507	102,652	107,733	111,503	114,848
3	45 Weeks Coordinator I	85,325	88,014	90,700	93,388	96,318	101,084	104,622	107,761
J	42 Weeks Asst. Principal, Sr. High Principal, Elementary Coordinator I	79,706	82,392	85,081	87,769	90,503	94,984	98,309	101,258
4	42 Weeks Asst. Principal, Middle School	76,287	78,974	81,662	84,350	86,965	91,271	94,466	97,300
	48 Weeks Coordinator II	83,652	86,336	89,024	91,713	94,584	99,267	102,741	105,823
5	45 Weeks Coordinator II	78,120	80,807	83,493	86,181	88,859	93,258	96,522	99,418
	42 Weeks Asst. Prin., Elementary Coordinator II	72,859	75,546	78,235	80,923	83,418	87,548	90,612	93,330

D. An administrator who serves as the principal of a P-8 school shall receive a stipend of \$1,000 each school year.

E. Administrators who sever their employment with the district will be responsible to reimburse the district a prorated amount of salary for any salary received but not earned due to difference between the payroll schedule and the work year schedule.

#### ARTICLE XXVII - MEDICAL COVERAGE WAIVER

An administrator who opts <u>not</u> to be covered under the Board's health care coverage will receive compensation as listed below subject to the following conditions:

1) The administrator must supply written proof of medical coverage with another employer/carrier by September 15 of each contract year.

2) No administrator whose spouse is employed by the Board shall be eligible for this benefit.

3) Payment of \$800.00 in lieu of health coverage by June 30 of each contract year.

# ARTICLE XXVIII – MATTERS CONTRARY TO 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 individual administrative contracts shall be subject to the terms of this Agreement and this Agreement shall be part of the established personnel policies of the Board affecting administrators.

Reverse Conformity to Law Clause: Certain provision of this agreement may be affected by 2011 PA 103. The parties have not reached agreement with regard to which provisions, if any, are so affected. Therefore, the Employer reserves the right to contend that a clause or section is not enforceable as a consequence of that statute. The Union reserves the right to disagree.

# ARTICLE XXIV – WAIVER CLAUSE

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 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the ADSA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XXX – CONFORMITY TO LAW CLAUSE

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 ADSA and members of the bargaining unit. In the event that any provision 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, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

#### ARTICLE XXXI- DURATION OF CONTRACT

This Agreement shall be effective on ratification, and shall continue in full force and effect until June 30, 2018. On or about March 1, 2018, either party may give written notice to the other of its desire to negotiate a new agreement for the following year and meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of support or assistance to the ADSA.

IN WITNESS WHEREOF, the parties have executed this	document by their duly authorized
representatives this 14th day of March, 2013.	
FOR THE BOARD	FOR THE ADSA
(signed)	(signed)
Charles of Physics	I les
Pamela Adams President	Andrew Denison, President
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	blace ca
	HUMIN MINISTRALY
Brian J. Whiston, Superintendent	Heyam Alcodray, Negotiating Team
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	Scara Uselatt
	Scott Casebolt, Negotiating Team
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	tamela INO Meen
	Pamela DeNeen, Negotiating Team
	representatives this 14th day of March, 2013.  FOR THE BOARD

LETTER OF UNDERSTANDING #1 BETWEEN DEARBORN BOARD AND ASSOCIATION OF DEARBORN SCHOOLS ADMINISTRATORS' Teacher Evaluation The Dearborn Board (hereinafter referred to as the Board), and the Association of Dearborn Schools Administrators (hereinafter referred to as the ADSA), whereas the above mentioned parties agree as follows: First, second, third and fourth year probationary teachers in a building will be included when determining the one-third of the teaching staff which will be formally evaluated in that building by the building administrator(s). Notwithstanding the above, it is understood that all probationary teachers will be formally evaluated. For the Board For the Association of Dearborn of the School District of the Schools Administrators' City of Dearborn Andrew Denison, ADSA President 7-14-13 Date 

LETTER OF UNDERSTANDING #2 BETWEEN DEARBORN BOARD **AND** ASSOCIATION OF DEARBORN SCHOOLS ADMINISTRATORS' Theme Schools and Year-Round Schools The Dearborn Board (hereinafter referred to as the Board), and the Association of Dearborn Schools Administrators (hereinafter referred to as the ADSA), whereas the above mentioned parties agree as follows: In the event of the implementation of a Theme School Program(s) or Year-Round School Program(s), the Board and the ADSA agree to establish an ad hoc committee to study and make recommendations for the implementation of said program(s). For the Board For the Association of Dearborn of the School District of the Schools Administrators City of Dearborn Andrew Denison, ADSA President Briana Superintendent 3-14-13 Date 

1 2 **LETTER OF UNDERSTANDING #3** 3 BETWEEN DEARBORN BOARD 4 AND 5 ASSOCIATION OF DEARBORN SCHOOLS ADMINISTRATORS' 6 7 Administrative Certification 8 9 10 The Dearborn Board (hereinafter referred to as the Board), and the Association of Dearborn Schools Administrators (hereinafter referred to as the ADSA), whereas the above mentioned parties agree as 11 12 follows: 13 14 Effective July 1, 1996, Section 1536 of the School Code, authorization for the issuance and renewal 15 of an administrator certificate was repealed. However, Section 1246, the continuing education 16 requirement remained intact and proposed rules to implement this section are currently awaiting State Board of Education action. 17 18 19 Therefore, the Board and the ADSA agree that the provisions outlined in article II Q. (Administrative Certification) shall be held in abeyance until such time that the State Board of Education implements 20 21 new rules to implement Section 1246 and/or the state legislature reinstates authorization for 22 administrative certification. During the interim, administrators shall not be required to show proof of 23 possession of an administrator's certificate. Instead they will meet other qualifications as designated 24 by the school district. 25 26 27 28 29 For the Board For the Association of Dearborn 30 of the School District of the Schools Administrators 31 City of Dearborn 32 33 34 35 Brian # iperintendent Andrew Denison, ADSA President 36 37 38 3-14-13 39 Date