# AGREVENT

BETWEEN THE

REDFORD UNION BOARD OF EDUCATION

AND

REDFORD UNION
ADMINISTRATORS ASSOCIATION

EFFECTIVE 2011-2013

Approved by the Board of Education 7/26/11

### MASTER CONTRACT

### between

# REDFORD UNION BOARD OF EDUCATION

### and the

### REDFORD UNION ADMINISTRATORS' ASSOCIATION

### AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2011, by and between the Board of Education of the Redford Union Schools, District No. 1, Redford Township, Wayne County, Michigan, hereinafter referred to as the Board, and the Redford Union Administrators' Association, hereinafter referred to as the Association.

### WITNESSETH

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

WHEREAS, the Board recognizes that quality education can only result from quality leadership; and.

WHEREAS, the laws of the State of Michigan authorize employees and public employers to enter into collective bargaining agreements with respect to rates of pay, hours of employment and other conditions of employment; and,

WHEREAS, the parties, following deliberate and professional negotiations, reached certain understandings as follows:

### ARTICLE I: DEFINITIONS AND RECOGNITION

- A. DEFINITIONS In the application and interpretation of the provisions of this agreement the following definitions shall apply:
  - 1. Board shall mean the Board of Education of the Redford Union Schools, District No. 1, or its designated agents.
  - 2. Association shall mean the Redford Union Administrators Association.
  - 3. Administrator shall mean any member of the bargaining unit.
  - 4. Superintendent shall mean the Superintendent of Schools of Redford Union Schools, District No. 1.
  - 5. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.
  - 6. Administrative levels within the Redford Union Administrators' Association are as follows:

LEVEL I: High School Principal

Executive Director of Special Education & Autistic Programs

LEVEL II: Middle School Principal

LEVEL III: Elementary Principals

Elementary Assistant Principals Secondary Assistant Principals

Athletic Director

LEVEL IV: Coordinator of Day Treatment Program

Coordinator of Vocational Education

B. **RECOGNITION** - The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379, Public Acts of 1965, as amended, as sole and exclusive collective bargaining representative for all secondary principals and assistant principals, elementary principals and assistant principals, the Executive Director of Special Education and Autistic Programs, the Athletic Director, the Coordinator of Day Treatment Program, and the Coordinator of Vocational Education.

- C. **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 during the term of this Agreement.
- D. **NONDISCRIMINATION** The Association agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, national origin, sex, age or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations. The Board agrees that the same policies applied to teachers relating to nondiscrimination because of color, national origin, sex, age, marital status, membership, participation in or association with the activities of the Association shall be applied to administrators.
- E. SPECIAL CONFERENCE The Superintendent and the Association may meet during the school year, upon the request of either party, to discuss matters relating to this Agreement or any other collective bargaining subjects. Items to be discussed will be known to both parties before the special conference. The time and place of all such meetings shall be mutually agreed upon and the conference will be held promptly, provided both parties agree to meet.
- F. USE OF FACILITIES The Association and its members shall have the right to use school building facilities for Association meetings at reasonable times without charge upon notification to the Superintendent's office.
- G. ACCESS OF BOARD INFORMATION The Board agrees to make available to the Association, upon reasonable request, such public information as it may possess at the time concerning the financial resources of the District, cost of programs, and any other information upon a subject which the Board is obligated to bargain, together with any

information it may possess which is relevant and materials to the processing of any grievance. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled. Original records of the foregoing specified information are to be examined only at the office of the Board. If the Association requests copies of any such material, then the Association agrees to reimburse the Board for actual extra expense incurred in furnishing such copies.

- H. SCOPE OF AGREEMENT It is mutually acknowledged that this Agreement represents the complete agreement between the parties, and any other matter outside of this Agreement which has not been incorporated herein by reference shall not be deemed a part of such agreement.
- I. ASSOCIATION LEAVE DAYS The Association shall be granted up to five (5) days released time to take part in Association activities, provided the Association will reimburse the Board for each day so granted at the then current daily rate for substitute teachers. Such time shall be purchased in full day blocks only, and shall in no way affect the accumulated leave days of a particular administrator.

### ARTICLE II: ADMINISTRATOR RIGHTS

- A. ADMINISTRATOR'S PERSONNEL FILE Any administrator shall have the right to inspect his/her central personnel file. Confidential credentials and related personal references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator. Before any material, which originated after the administrator was employed by the District, is placed in the administrator's official personnel file, he/she shall be given a copy of such material and shall be given an opportunity to sign the original document to indicate he/she has read it. If he/she so chooses, the administrator may attach to the filed document any explanatory remarks he/she deems appropriate.
- B. **PUPIL ASSIGNMENTS** Subject to the approval of the Superintendent, each building principal shall have the responsibility to make a determination regarding each pupil's assignment within his building. Any such determination shall be made in conformance with Board of Education policies regarding the classification and promotion of pupils. Parents and pupils have the right to appeal to the Superintendent if a previous consultation with the building principal was unsatisfactory. Before a decision is given on an appeal, the Superintendent will consult with the administrator. Decision of the Superintendent is final and not subject to the grievance procedure.
- C. STAFF ASSIGNMENTS Subject to the approval of the Superintendent, each building principal shall have a right to make a determination regarding each staff member's assignment within his building (certified and non-certified). Such assignment shall be made in accordance with other collective bargaining agreements which the Board has entered into and which speak on the subject of assignments, work schedules, transfer, etc. The building principal maintains the right to consultation with the Superintendent regarding staffing assignments and complaints. All complaints shall be resolved at the building level whenever possible. Decision of the Superintendent is final and not subject to the grievance procedure.

- D. PARENT COMPLAINTS In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator, or a program, or an employee he/she supervises, that such citizen shall be requested, in most instances, to first discuss the matter fully, either by telephone or in person, with the administrator involved before any administrator not within the unit or the Board of Education passes judgment or takes action on the matter. It is understood and agreed that if an administrator's decision is appealed to a higher authority such administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memorandum, before any further action is taken on the matter. No action will be taken in any instance before the principal is notified of any parental complaint and given an opportunity to explain the situation.
- E. **DISCHARGE OF ADMINISTRATORS** This provision shall not apply to reductions in staff that are covered by Article V hereof. Otherwise, no administrator shall be discharged or his contract not renewed unless:
  - 1. All notices required by law are given including the reasons for the discharge or non-renewal if requested in writing by the administrator involved;
  - 2. Before an administrator is to be considered for discharge by the Board, the following procedures will be implemented:
    - a. The problem area(s) will be put in writing by the Superintendent or his/her designee.
    - b. Suggested ways or means will be given to the administrator so he/she can attempt to correct the problem(s). The Board may, if it desires, set a time limit for the administrator to correct said problem(s). If the administrator fails to or is incapable of correcting the defined problem(s) he/she may be discharged.
  - 3. If the administrator involved or the Association requests same, the administrator shall be accorded a meeting with the Superintendent to discuss the reasons therefore;
  - 4. If the administrator involved or the Association requests in writing same, the administrator shall receive a private hearing before the Board. It is understood that any administrator may request and receive Association representation in 3 and/or 4 above if the administrator so chooses.
- F. OTHER DISCIPLINE AND REPRIMANDS All reprimands or disciplinary action other than discharge which are to become a part of the administrator's personnel record shall be described in writing, signed by the person taking the action and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file.
- G. **CONFERENCE ATTENDANCE** Administrators may be granted permission by the Superintendent to attend professional conferences at Board expense. Such attendance must have the prior approval of the Superintendent.

- H. **PROFESSIONAL ASSOCIATION DUES** Administrators shall be granted permission by the Superintendent to join one (1) professional organization and have the association dues paid for by the Board of Education.
- I. INTERVIEWING PROSPECTIVE EMPLOYEES The Board shall continue its present policy relating to administrators interviewing and making recommendations on prospective employees who they are to supervise, except in unusual circumstances such as out of town vacations or illness of administrators.
- J. **REDUCTION OF STAFF OTHER THAN ADMINISTRATORS** The Board agrees that building principals are to be consulted in connection with decisions concerning reduction of certified and non-certified personnel within their areas of supervision.
- K. **CURRICULUM REVISION** The Board agrees that it will continue its present policy of allowing administrators to be part of the Curriculum Council.
- L. LEGAL ASSISTANCE If any administrator, while acting as an administrator within the jurisdiction of his/her assignment, is complained against or sued, the Board's attorney will be available for legal counsel to advise him/her of his/her rights and represent him/her in any and all legal proceedings. It shall be the responsibility of the administrator to bring any such complaint to the attention of the Superintendent.
- M. **BUDGET INFORMATION** The Assistant Superintendent of Business Services will submit, at the earliest possible date, a tentative budget for each school or department. If there is to be a change in the tentative budget, the Assistant Superintendent of Business Services will consult and meet with the appropriate administrator.

### ARTICLE III: MANAGEMENT RIGHTS

There is reserved exclusively to the Board all responsibilities, rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States or which have heretofore been exercised by the Board excepting when expressly and in specific terms limited by the provisions of this Agreement.

### **ARTICLE IV: VACANCIES (Including Transfers & Promotions)**

A. **GENERAL** - The Board and the Association agree that all position openings shall be staffed with the most competent and qualified persons that can be procured. The Association also agrees that the Board shall have the right to make the final decision on the staffing of all positions covered by this Agreement.

### B. VACANCIES

- 1. A vacancy is defined as a new position, or an existing position vacated by resignation, retirement, or by other means, whereby it is necessary for the Board to make a new appointment at the specified classification level. Determination of a vacancy is the Board's prerogative.
- 2. The Superintendent will communicate with the Association's President before filling any vacant administrative position. A minimum of seven (7) calendar days will be

provided for the consideration of voluntary and involuntary transfers within the same administrative level prior to the posting of any administrative position.

- 3. A vacancy will be determined to exist only after necessary reductions in staff have been completed and administrative transfer requests have been considered.
- 4. Whenever an administrative vacancy for a position within the bargaining unit in the District shall occur, the Board shall publicize the same by posting notices in each school and the Central Office for a period of at least fourteen (14) calendar days.
- 5. No vacancy will be filled except on a temporary basis until such vacancy shall have been posted for at least fourteen (14) calendar days.
- 6. Any qualified administrator may apply in writing for vacancies that are posted. Any administrator may indicate his/her interest in a particular kind of position, should one become vacant. Administrators need not go through any initial screening process but will be included among those presented to the Board for final selection.

### C. TRANSFERS

1. <u>Definition</u> - A transfer is understood to mean movement from one assignment to another for which the administrator is certified and qualified, within the same administrative level, as follows:

**LEVEL I**: High School Principal

Executive Director of Special Education & Autistic Programs

LEVEL II: Middle School Principal

**LEVEL III**: Elementary Principals

Elementary Assistant Principals Secondary Assistant Principals

Athletic Director

**LEVEL IV**: Coordinator of Day Treatment Program

Coordinator of Vocational Education

However, it is understood that administrators may be voluntarily or involuntarily transferred to another position below their own administrative level if they are certified and qualified for that position and meet the criteria of Article V. An administrator's application for a transfer will be considered first in accordance with B.3 above, and 2.c below.

2. <u>Involuntary Transfers</u> - It is recognized that a variety of administrative experiences can be meaningful to an administrator under certain conditions. Also, that needs within a school district could be best fulfilled by assignment of a specific individual to an identified position. Involuntary transfers may also be necessitated by reduction in staff.

- a. The Board reserves the right to make assignments of administrative personnel.
- b. Involuntary transfers will be reviewed with all individuals involved and with the Association President prior to the final decision.
- c. Individual administrators will be provided an opportunity to be heard by the Board regarding any proposed transfers.
- d. It is recognized that frequent transfers without a specified purpose should be avoided.

### ARTICLE V: REDUCTION IN STAFF

- A. If in the Board's opinion it is ever necessary to reduce the administrative staff which opinion shall be final and not subject to the grievance procedure, it shall be on the basis of qualifications, certification, and length of administrative services. Administrative seniority is defined as length of administrative service at any administrator level.
- B. Qualifications shall include, but not necessarily limited to, degree attainment, positive career experiences, evidence of professional growth and performance in position as such performance is documented in writing.
- C. Reductions in staff shall occur within position titles (i.e., Elementary Principal, Secondary Assistant Principal, Program Directors, etc.). The administrators affected by the reduction in staff may be considered for other position titles within the same administrative level at the discretion of the Superintendent. Such decision by the Superintendent shall not be subject to the grievance procedure.
- D. Should a reduction of staff be necessitated, the Board will:
  - 1. Transfer eligible affected administrator(s) to teacher status. If this is done, subject to the provisions of law, supervisory, administrative or executive personnel who become members of the teachers' bargaining unit after serving in such capacity in the Redford Union School District shall retain all rights accrued as a teacher in the Redford Union School District prior to such administrative service including seniority. Administrators shall be credited with teacher bargaining unit seniority for such administrative service if continuous from their last date of hire.
  - 2. Institute necessary voluntary and involuntary transfers with the positions to be preserved in accordance with provisions in Article IV.
  - 3. Offer any administrator relieved of duties because of reduction in staff the next administrative opening at the same or lower administrative level, for which he/she is certified and qualified, before this position is offered to someone with no seniority in the District as an Administrator.

### ARTICLE VI: NEGOTIATION PROCEDURES

A. Not later than March 1 of the school year in which this Agreement expires, the Board agrees to commence negotiations with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning administrators' salaries, hours and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement. Any agreement so negotiated shall apply to all administrators in the bargaining unit and shall be reduced to writing and signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board agrees to make available to the Association, in response to reasonable written requests, available information as provided in Article I.

If negotiations described in this Section A have reached an impasse, either party may request mediation.

- B. 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 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 Association, 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 wages, hours and other terms and conditions of employment except by mutual consent.
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- D. This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.

### ARTICLE VII: GRIEVANCE PROCEDURE

### A. DEFINITION

- 1. A grievance shall mean a complaint by an administrator, group of administrators, or the Association in its own name alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- 2. The term "administrator" may include a group of administrators who are similarly affected by a grievance.
- 3. The term "days" when used in this section shall mean working days. Time limits may be extended upon good cause shown or upon mutual consent of the parties.
- B. **GENERAL PRINCIPLES** The primary purpose of the procedure set forth in this Article is to secure at the lowest possible level equitable solutions of the grievances.

It shall be the policy of the Board to assure every administrator an opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

The grievant may request assistance from the Association to aid him/her or represent him/her.

### C. PROCEDURES

- 1. <u>Step One</u>: The administrator having a grievance may discuss the matter with his/her immediate supervisor, either individually or with his/her representative, with the object of resolving it informally.
- 2. <u>Step Two</u>: In the event the grievance is not satisfactorily resolved at Step One, the grievance shall be reduced to writing within ten (10) days after the occurrence of the alleged violation, signed by the grievant or Association and filed with the Superintendent and stating the facts of the grievance, the section or sections violated and relief requested.
- 3. Step Three: Within five (5) days from the date of receipt of the decision of the Superintendent, the grievant or the Association may appeal in writing to the Board of Education. The Board or its designated sub-committee shall investigate the grievance, including giving the grievant and the Association a reasonable opportunity to be heard. The Board or its designee committee shall render its decision in writing after holding the hearing on the appeal. A copy of the Board's decision shall be delivered in writing to the Superintendent and the Association within twenty-five (25) days after receipt of the appeal from Step Two.
- 4. <u>Step Four</u>: If the Association is dissatisfied with the decision of the Board of Education, the Association 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 Michigan Employment Relations Commission (MERC) within five (5) working days after the Association's receipt of the decision of the Board of Education.

The arbitrator shall be selected from the rolls of the Michigan Employment Relations Commission (MERC) and the arbitration shall be conducted under the rules of the MERC. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Association. The arbitrator shall confine his decision to the sole question of whether or not there has been a violation of this Agreement and, if he finds a violation, the appropriate relief. The arbitrator's award shall be final and binding on the Board and the Association and any administrators involved, unless the Board of Education, by vote of at least two-thirds (2/3rds) of its members taken within fifteen (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.

### D. GENERAL MECHANICS

1. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those

persons requested by either party to participate in the attempted resolution of the grievance.

- 2. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary and at a reasonable place. In the event that a conference or hearing under the grievance procedures is held during school hours, each administrator who is a party or witness shall be excused from his/her regular duties, with pay, to attend such a conference or hearing.
- 3. The President of the Association, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.
- 4. Failure to comply with the time limits by the Board or its agents shall allow the Association or grievant to proceed to the next step.
- 5. Failure to comply with the time limits by the Association or the grievant shall bar any further action on the grievance.
- 6. The parties may extend the time limits by mutual agreement in writing.

# ARTICLE VIII: PROFESSIONAL COMPENSATION AND SUPPLEMENTAL BENEFITS

- A. The salaries of administrators are as set forth in Schedule A that is attached to and incorporated in this Agreement.
- B. The Board shall reimburse administrators for the cost of tuition and books for courses specifically required by the Board of Education, which courses must be approved by the Superintendent for each individual administrator.
- C. Leave days will be granted to administrators as follows:
  - 1. Each administrator shall receive ten (10) leave days per year accumulative to fifty (50) days. Any days accumulated in excess of fifty (50) days will be paid the first pay in July of each year at \$250 per day. Upon leaving the Redford Union Schools in good standing, an administrator will be compensated for any unused leave time at \$250 per day.
  - 2. The first responsibility of all school employees is the orderly conduct of the school. Although leave time may be used for various purposes, the absence of any employee could interfere with our school services. Therefore, request for use of leave days, except in cases of sickness or emergencies, should be made in advance to the Superintendent.
  - 3. No extended vacations will be granted except as authorized by the Superintendent. A request for using leave days for such purposes shall be made at least thirty (30) days in advance.

- D. The estate of an administrator who dies during the school year shall receive a pro rata amount of the present year's leave day allowance based on the length of his/her employment during the school year plus the full amount of any leave day allowances accumulated.
- E. An administrator called for jury duty and for whom the District is not able to gain deferment, shall be compensated for the difference between the administrator's pay and the pay received for the performance of such obligation. In addition, no leave days will be charged for such absence.
- F. The Board agrees to provide the defined medical, dental and vision benefits for administrators and family members as follows:
  - 1. Each administrator shall be provided with the same health insurance carrier that is provided to teachers in the bargaining unit represented by the Wayne County MEA/NEA-Redford Union Education Association, according to the applicable terms of the collective bargaining agreement with the Board, including the same dependent coverage made available to them. An administrator may enroll a "sponsored dependent," as defined by the insurance carrier, for health insurance coverage, if permitted by the insurance carrier, provided the administrator makes payment of the additional premium for the sponsored dependent through payroll deduction.
  - 2. At such time that the dependent coverage made available to the members of the Wayne County MEA/NEA-Redford Union Education Association is changed, an identical change will become effective to the dependent coverage for the members of the RUAA.
  - 3. Effective October 1, 2011 each administrator covered by the Community Blue PPO Plan #1 or PPO Plan #4 shall contribute 10% of the initial appropriate monthly COBRA rate in pre-taxed dollars as of June 30 of the current contract for all medical, dental and vision coverage with the following deductibles and co-pays:

Contract	In-Network	Out-of-Network	Office	Emergency Room
Year	Deductible	Deductible	Co-Pay	Co-Pay
2011-12	\$600/\$1,200	\$1,200/\$2,400	\$25.00	\$75.00
2012-13	\$750/\$1,500	\$1,500/\$3,000	\$25.00	\$75.00

- 4. Dental coverage shall include dental implant services.
- G. The Board shall pay to the carrier the full premium cost of a comprehensive dental plan for each eligible administrator and his/her dependents. Benefits are listed in Appendix A.
- H. The Board shall pay to the carrier fifty percent (50%) of the premium cost of a long term disability protection coverage, for each administrator who elects such coverage under the terms of the group policy, provided, however, that each administrator must be accepted by the carrier into the plan. Those administrators who do not qualify for the above plan may continue with the income protection plan provided for teachers.
- I. The Board agrees to continue the present liability coverage or its equivalent for all administrators.

### J. LIFE INSURANCE

- 1. The Board shall pay to the carrier the full premium cost of term life insurance coverage (with /AD&D) for each eligible administrator. The life insurance coverage shall be equal to one and one-half times the administrator's salary, rounded off to the nearest \$100, to a maximum of \$100,000.
- 2. Members of the RUAA who retire from Redford Union Schools under the terms of the Michigan Public School Employees Retirement System shall be provided life insurance coverage after their retirement in accordance with the following schedule:

From retirement to age 65	\$50,000
Reducing at age 66 to	\$40,000
Reducing at age 67 to	\$30,000
Reducing at age 68 to	\$20,000
Reducing at age 69 to	\$10,000

- 3. All life insurance coverage terminates at age 70. At no time will the retiree life insurance amount exceed the amount in force on the day preceding retirement.
- 4. Administrators must work at least one day after the respective work year begins to be eligible for an increase in life insurance benefits.
- K. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason whatsoever, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation under this Agreement.
- L. Subject to the terms of the contracts with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in Article VIII of this Agreement shall commence on the first compensable working day of administrators and that coverage shall remain in effect continuously for the duration of this Agreement so long as the administrator is actively employed by the Board. The parties further intend that, except where explicitly provided, there will be no coverage for administrators on any type of leave of absence.
- M. The provisions of respective group insurance policies and the rules and regulations of the insurance carriers will govern as to the commencement, extent and duration of benefits.
- N. The Board will pay to the carrier the full premium cost of a vision care program for each administrator and his or her dependents which will include the benefits as listed in Appendix A.
- O. Administrators will receive one (1) personal business day and two (2) bereavement days for immediate family members. These days are not cumulative or to be compensated for.
- P. Employee Wellness Program:

Any administrator who participates in a wellness evaluation sponsored by the Board or through their primary care physician during the previous fiscal year (July 1 to June 30) will receive a cost-sharing rebate of \$300 payable with the first pay of October each year of the

contract or may be used to reduce contribution. In order to qualify, the employee must satisfy medical standards and provide documentation, prior to September 1 for the rebate to take effect that he/she has successfully participated in a medically supervised wellness program that addresses the listed below categories:

- > Blood pressure
- Smoking
- > Weight
- > Cholesterol
- > Alcohol
- Diabetes

### ARTICLE IX: LEAVES OF ABSENCE

Administrators of the Redford Union Schools will be granted leaves of absence by the Board of Education under the following policy:

### A. HEALTH LEAVE

- 1. A health leave of absence without pay shall be granted for a period up to one school year to an administrator for illness, and/or physical disability, including physical disability resulting from pregnancy, upon written request from the administrator. A health leave of absence may be granted for an additional year without medical insurance at the discretion of the Board. Such request shall be accompanied by a recommendation from a reputable physician.
- 2. A leave of absence for health reasons for duration of less than forty-five (45) school days shall not result in a loss of a semester's experience on the salary schedule.
- 3. Health insurance and other insurance granted under provisions of Article VIII shall remain in force throughout the period of such leave.
- 4. After giving notice of at least five (5) working days of his/her intent to return, the administrator will be assigned to the same position which he held at the time the leave commenced or to a position of like nature, seniority, status, and pay.
- 5. A statement from a reputable physician stating that an administrator on health leave is physically and mentally able to return to work may be required by the Board.
- 6. A letter from a reputable physician confirming an administrator's inability to return to work from a health leave may be required by the Board.

### B. MILITARY LEAVE

- 1. A military leave of absence without pay shall be granted to any administrator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- 2. Upon honorable discharge and return from such leave, in accordance with the Federal Statute, an administrator shall be placed at the top of the placement list for the next available position for which he/she qualifies and will accept. He/she shall be placed at

- the same position on the salary schedule as he/she would have been had he/she been an administrator in the District during such period.
- 3. Notwithstanding the provisions of this paragraph, the administrator retains all rights afforded him by law.
- C. **SABBATICAL LEAVE** The Board policy on sabbatical leave as presently written shall remain in effect for the duration of this Agreement.
- D. In reference to Parts A and B above, the administrator shall notify the District of his/her intent to return by April 1 preceding his/her proposed return. If no such notification is received, the District shall assume the administrator is not returning and he/she shall be deemed to have resigned.
- E. All requests for leaves of absence must be in writing and directed to the Superintendent.
- F. All leaves set forth herein shall be without pay and without benefits, except as specifically set forth to the contrary herein.

### **ARTICLE X: MISCELLANEOUS**

- A. CONFORMITY 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 employees in 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, all other provisions of this Agreement shall continue in effect.
- B. SUPERSEDER CLAUSE 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 administrator contracts. All future individual administrative contracts shall be made expressly subject to the terms of this Agreement.
- C. **EXPENSE OF REPRODUCTION OF AGREEMENT** Copies of this Agreement shall be reproduced by a method determined by the Board and the Association and presented to all administrators now employed or hereafter employed by the Board. Expenses of reproduction shall be shared equally by the Board and the Association.
- D. **INFORMATION CLAUSE** The Superintendent, upon request of the Association, may meet with the general membership and present a clarification of any action by the Board of Education affecting the general operation and administration of Redford Union Schools.
- E. **LEADERSHIP MEETINGS** The executive board of the Association or the President of the Association may be given the opportunity to meet with the Superintendent to discuss concerns of the Association upon their request.

- F. The Association shall not engage in or encourage strike action of any type during the life of this Agreement.
- G. CHANGING ADMINISTRATIVE RESPONSIBILITIES Before a major change is made in any administrator's responsibilities, the following procedure shall take place:
  - 1. The Superintendent or his/her representative will meet with the administrator and fully discuss the proposed change.
  - 2. If requested, the administrator may meet with the Board to discuss the proposed change.
  - 3. The Association will be notified in writing of the change.
  - 4. It is understood any administrator may request and receive Association representation in the above steps.

### H. CONTRACTS

1. Administrators shall receive individual contracts of employment which shall specify a term of employment of not less than three years, which the Board in its discretion may choose not to renew for a subsequent term upon proper notice prior to the termination date of the individual contract of employment as prescribed by law. All administrators' individual contracts of employment shall be made expressly subject to all the terms of this Agreement and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Administrators on a corrective action plan shall have an individual contract of employment that is no greater than one year in duration.

2. Such individual contracts of employment shall expressly provide for the termination of employment as an administrator upon a reduction in administrative personnel. Such individual contracts of employment shall expressly deny the granting of continuing tenure in the administrative capacity. Furthermore, no provision of this Agreement shall be construed to grant or allow the acquisition of continuing tenure in the administrative capacity and it is hereby expressly provided that continuing tenure in the administrative capacity is denied all administrators and no administrator shall be granted or acquire continuing tenure in the administrative capacity.

### I. TERMINATION CLAUSE

This agreement shall be for a period of two (2) years that is from July 1, 2011 to June 30, 2013.

# SCHEDULE A

A. **SALARY SCHEDULE** - The administrative salary schedules for this contract period are as follows:

LEVEL	STEP	2010-2011	2011-2012	2012-2013
I	4		103,503.12	103,503.12
	3	100,488.47	100,488.47	100,488.47
	2	96,934.92	96,934.92	96,934.92
	1	93,381.36	93,381.36	93,381.36
П	4		99,355.03	99,355.03
	3	96,461.20	96,461.20	96,461.20
	2	92,846.92	92,846.92	92,846.92
	1	89,232.70	89,232.70	89,232.70
ш	4		91,909.69	91,909.69
	3	89,232.70	89,232.70	89,232.70
	2	84,444.52	84,444.52	84,444.52
	1	79,656.35	79,656.35	79,656.35
IV	4		86,977.77	86,977.77
	3	84,444.44	84,444.44	84,444.44
	2	80,953.47	80,953.47	80,953.47
	1	78,002.91	78,002.91	78,002.91

A new administrator shall start at the lowest salary figure for his/her level. Upon completion of his/her first year with satisfactory performance the administrator shall move to the second step salary. He/she will advance to the top of the salary range in that classification after two years of satisfactory performance. An administrator who transfers from one bargaining unit position to a higher level bargaining unit position within the district will move to Step 2 of the new level.

B. **GRADUATE HOURS** - Administrators will receive the following additional pay if they qualify:

	2010-2011	2011-2012	2012-2013
MA + 15	1,658.83	1,658.83	1,658.83
MA + 30	3,317.73	3,317.73	3,317.73
Third Level	4,331.64	4,331.64	4,331.64

Third level includes the following:

- 1. Specialists' Degree
- 2. Double Masters with a minimum of 55 semester hours beyond the BA
- 3. Master's Degree plus 45 semester hours
- 4. Master's Degree in social work, with a minimum of 55 semester hours beyond the BA.

Credits shall be shown by an official transcript from a fully accredited university or college. All transcripts must be in the Superintendent's Office not later than October 31 in order to receive the above salary credit for the full year, or by March 15 to receive one-half (1/2) said salary credit for the year.

C. LONGEVITY- Longevity shall be paid to an administrator after the completion of twenty-five (25) years of service in public education. Administrators who assume an administrative position in Redford Union after July 1, 1989, shall be paid longevity after twenty-five (25) years of service in public education, including at least five (5) years in the Redford Union School District.

The longevity increase will be three percent (3%) of the administrator's current salary.

D. WORK YEAR - The work year for administrators is as follows:

### LEVEL I AND LEVEL II

Three (3) weeks before Labor Day and two (2) weeks after the Friday of the teachers' last day.

### LEVEL III AND LEVEL IV

Two (2) weeks before Labor Day and one (1) week after the Friday of the teachers' last day.

- E. Athletic Director Comp Time: Allow athletic director to work on the first scheduled day of full sports practice as legislated by the Michigan High School Athletic Association (MHSAA) and paid on a per diem rate for hours worked before Level III work year begins. Comp time may be earned during the school year, in coordination with the high school principal, with final approval from the Superintendent. Compensation days earned in the current school year not used by June 30, will be paid at the per diem rate in the first pay in July.
- F. The per diem rate for administrators when working at the direction of the Superintendent during non-contractual summer hours will be \$250 per day (8 hours) and \$125 per half day (4 hours).
- G. A one-time only 1% off-schedule payment will be paid to current administrators on the 2<sup>nd</sup> pay date in January, 2012.
- H. The Executive Director of Special Education and Autistic Programs is a 52-week position. Vacation time is commensurate to that of the Central Office Administration staff.

# ARTICLE XI: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011 through June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

# REDFORD UNION BOARD OF EDUCATION

Sould De
Ronald J. Stoneman
Superintendent
Lawrence M. Digon Executive Director of Human Resources
Date: 7/26/11
REDFORD UNION ADMINISTRATORS' ASSOCIATION
Karen J. Moran
RUAA President
Kathleen A. Robbins Negotiating Team
Busar I Shell
Susan L. Shelton Negotiating Team
Trogonamia Todiii
7/11/11

# APPENDIX A FRINGE BENEFITS

### VISION CARE

A Board paid vision care program will be offered to employees and their families. Said program will include the following fee schedule:

- 1. Examination \$30.00
- 2. Regular Lenses \$20.00 per lens
- 3. Bi-focal Lenses \$24.00 per lens
- 4. Tri-focal Lenses \$30.00 per lens
- 5. Frames \$24.00
- 6. Contact Lenses \$50.00 per lens

Examinations, frames and one set of corrective lenses (regular glasses, prescriptive sunglasses, photogrey lenses, or contact lenses) will be provided once in a 12-month policy year for each eligible member of the family.

# DENTAL CARE/COVERED DENTAL SERVICES - DENTAL BENEFITS PLAN

Administrator dental benefits, included and excluded, are listed in the Redford Union Schools Dental Benefits Plan-at-a-Glance document.

Maximum Annual Benefit: \$1,200 per eligible individual for covered class I, II and III services.

Maximum Lifetime Benefit: \$1,200 per eligible individual for covered class IV services.

Benefit Plan Covered Percentages:

- Class I Preventive 90%
- Class II Restorative Services 90%
- Class II Major Services 80%
- Class IV Orthodontic Services 50%
- Dental Implants will be covered beginning October 1, 2011

# **PRESCRIPTION DRUGS**

Effective September 1, 2008, all bargaining unit members will participate in the 10/20/40 Drug Prescription Rider Program with a \$40 co-pay for designer drugs and \$40 co-pay for anti-ulcer medication. Each administrator may participate in the Over-the-Counter Medication Program through the Board's designated prescription drug carrier for specifically listed antihistamines (allergy medications) and anti-ulcer (heartburn medications). If an Over-the-Counter Medication is prescribed by a physician for the above categories, there will be a zero co-pay.