# AGREMENT

BETWEEN THE

REDFORD UNION BOARD OF EDUCATION

AND

REDFORD UNION ADMINISTRATORS' ASSOCIATION

EFFECTIVE 2014-2017

Approved by the Board of Education 06/09/14

#### MASTER CONTRACT

#### between

#### REDFORD UNION BOARD OF EDUCATION

#### and the

#### REDFORD UNION ADMINISTRATORS' ASSOCIATION

#### AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, 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 1: 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

LEVEL II: Middle School Principal

Elementary Principal 1 (Building with greater than 650 students)

**LEVEL III:** Elementary Principal 2 (Building with less than 650 students)

Elementary Assistant Principals Secondary Assistant Principals

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

- 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, and the Coordinator of Day Treatment Program.
- 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 2: 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. **EVALUATION** Administrators shall be evaluated yearly by the Superintendent of Schools. The Evaluation Tool will be in compliance with State of Michigan laws requiring administrative evaluations. A pre and post evaluation meeting will be held. Evaluations shall be signed and placed in personnel files.

- E. 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.
- F. **DISCHARGE OF ADMINISTRATORS** This provision shall not apply to reductions in staff that are covered by Article 5 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.
- G. 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.
- H. **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.

- Administrators have the right to use personal business, bereavement and leave days. These
  days shall be reported to the Superintendent prior to usage except in cases of emergency or
  illness.
- J. **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.
- K. **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.
- L. **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.
- M. **CURRICULUM REVISION** The Board agrees that it will continue its present policy of allowing administrators to be part of the committees involved with curriculum decisions.
- N. **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.
- O. **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 3: 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 4: VACANCIES (Including Transfers & Promotions)**

A. <u>GENERAL</u> - 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 1: High School Principal

**LEVEL 2**: Middle School Principal

Elementary Principal (Building with greater than 650 students)

**LEVEL 3**: Elementary Principal 2 (Building with less than 650 students)

Elementary Assistant Principals Secondary Assistant Principals

**LEVEL 4**: Coordinator of Day Treatment Program

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 5: 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 6: 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 7: 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. Step Four: 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 8: 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. MEDICAL SERVICE PLAN

1. Effective July 1, 2014 the Board will provide full-time administrators with MESSA Healthcare coverage with the administrator's choice of one of the following plan designs:

Product: MESSA Choices II or MESSA Choices II ABC Plan 1

(HSA Plan)

In Network: \$500/\$1000 \$1250/\$2500

Out Network: \$1000/\$2000 \$2500/\$4500

OV/UC/ER: \$20/\$25/\$50 N/A

Prescription: Saver RX (2/10/20/40) Saver Rx (2/10/20/40)

- 2. The Board shall maintain compliance with the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) and payroll deductions are authorized as necessary for this purpose. The Employer shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for the plans offered. The Board and Association agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.
- 3. An eligible administrator who elects not to receive coverage under the medical service plan as provided herein shall receive one hundred dollars (\$100) per month, maximum of one thousand two hundred dollars (\$1,200) per year, to be paid as additional compensation in lieu of the health insurance coverage.
- 4. A Health Advisory Committee will be established that will meet to monitor and discuss benefit costs and changes.
- G. The Board shall pay the premium cost of MESSA long-term income protection coverage that maintains at least a salary guarantee of 60%, a maximum 60-day waiting period for eligibility, and a maximum monthly benefit of \$3,000 per month. During the time income protection insurance benefits are being collected, accrued leave days shall neither be paid nor forfeited.
- H. The Board agrees to continue the present liability coverage or its equivalent for all administrators.
- I. The Board shall make payment of all appropriate insurance premiums for each employee through August 31 for all employees who complete their contractual obligations except that income protection shall terminate as of the end of the school year for retirees and administrators who resign as of the end of the school year.
- J. If an employee terminates his/her employment before the end of the school year, coverage of health insurance shall terminate at the end of the month in which termination occurred and income protection coverage and life insurance coverage shall terminate on the last day the administrator is actively employed.

- 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 of the Board or the Union, nor shall such failure be considered a breach by either of them of any obligation under this Agreement.
- L. Supplementary Benefits of the 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 Board shall pay to the carrier the full premium cost of a comprehensive MESSA-sponsored dental and vision plan for each eligible administrator and his/her dependents.
- N. At the request of the Union, the Board will meet with the Union Insurance Committee a minimum of three (3) times per year to review present insurance policies, future considerations or carriers and additional benefits available.
- O. All benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must, within thirty (30) days of the change, notify the Employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the Employer for insurance coverage. Any failure to so notify the Employer shall make the employee liable for any overpayment of premiums. Any overpayment of premiums shall be deducted from the salary of the administrator.

#### P. 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.

- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.

#### ARTICLE 9: 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. FAMILY AND MEDICAL LEAVE ACT

- 1. Except as expressly conditioned by the terms of this provision, an eligible administrator shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.
- 2. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible administrator under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible administrator shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve (12) weeks of benefits provided under said Act.
- 3. If an administrator fails to return from an unpaid leave during which the administrator received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the administrator was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the administrator and the Board. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the teacher. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.
- D. **SABBATICAL LEAVE** The Board policy on sabbatical leave as presently written shall remain in effect for the duration of this Agreement.
- E. 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.
- F. All requests for leaves of absence must be in writing and directed to the Superintendent.

G. All leaves set forth herein shall be without pay and without benefits, except as specifically set forth to the contrary herein.

#### **ARTICLE 10: 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 three (3) years that is from July 1, 2014 to June 30, 2017.

#### **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
II	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. 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 1 AND LEVEL 2

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

#### LEVEL 3 AND LEVEL 4

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

- E. The per diem rate for administrators when working at the direction of the Superintendent during non-contractual summer hours and on additional assignments under the direction of the Superintendent will be at \$32.50 per hour documented on a time sheet and submitted to the Superintendent.
- F. The Board and the Union agree to a reduction in salary for the 2014-2015 school year of a 5% adjustment in salary Schedule A or may elect a post-tax voluntary donation to Redford Union Schools of 7% distributed equally over all pay periods for the 2014-2015 school year. During the 2015-2016 school year, the reduction in salary shall be either a 2% adjustment in salary Schedule A or a 3.5% post-tax voluntary donation to Redford Union Schools. Steps, lanes and longevity will be frozen during the 2014-2015 school year.
- G. Steps, lanes and longevity attainment will be re-established beginning with the 2015-2016 school year.

Salary reductions and voluntary donations will no longer be in effect for the 2016-2017 school year. Administrators will return fully to Schedule A with all steps, lane changes and longevity advancements.

#### **ARTICLE XI: DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2014 through June 30, 2017.

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

REDFORD UNION BOARD OF EDUCATION
Sould. An
Ronald J. Stoneman
Superintendent
Lauren m ly
Lawrence M. Digon
Executive Director of Human Resources
Date: 6/9/14
REDFORD UNION ADMINISTRATORS' ASSOCIATION
Shawn M. McGowan RUAA President
Judith L. Nachman Negotiating Team

#### APPENDIX D-1

## MESSA Dental Plans



MESSA Account: Redford Union Schools

Employee Group: All Groups

Group/Subgroup: 6496-0001 thru 6496-0010

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental Plan of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental

Ciassii 90%	Class II 90%	Class III 80%	Class IV
Diagnostic & Preventive	Basic Services	Major Services	Onthodontics
Oral Examination	■ Radiographs (x-rays*)	Procedures for the:	Necessary treatment and
Prophylaxes Topical Fluende	Restorative     Crowns**	construction of fixed bridgework, endosteal implants, partial and	procedures required for the correction of abnormal bite
Brush Biopsy	✓ Oral Surgery	complete dentures Payable once in any 5 yea	Orthodontic exam:     radiographs and     extractions are covered
Emergency Pallative 2 Cleanings in 12 Months	Endodontic Services — treatment for diseased of: 1.	period for the same appliances	under Class Land Class II
ler - See See See See See See See See See S	damaged nerves.  • Periodontic Services —		(If the box below is not checked, you do not have this coverage.)
either box below is checked, you do nave this coverage.)  3 Cleanings in 12 Months	treatment for diseases of the gum and feeth-supporting structures.		Adult orthodontics: removes the age 19
4 Cleanings in 12 Months	"Bilewing x-rays are payable once in any s period of 12 consecutive months. Full		restriction on Class IV coverage:
	mouth periograph is payable once in 5 years. ""Rayable once in any five-year period on."		
	the same tooth.		
	(If the box below is not drecked, you do not have this coverage,)		
	Sealants: payable on occlusal surface of first permanent.		
	molars for patients up to age nine and for second permanent molars for patients up to age 14		
	ihat are free from caries and restorations.		
\$1,2	00.00 Class I, II, and III Annual Maximum Per	Person	\$1,200.00 Class IX

### VSP-3 Benefits



#### **Panel Providers**

When you see a MESSA VSP participating panel provider for services which are covered charges (exam, lenses and frame allowance or exam and contact lenses), the provider bills VSP directly for the covered charges. If the cost of the frames or contact lenses exceeds the maximum benefit allowance specified in the chart below, the member will have to pay the provider directly for excess costs. A directory of MESSA VSP panel providers is available on the Web at www.messa.org > Members > Provider Search > Find an Eye Doctor.

#### Non-Panel Providers Maximum Reimbursement to Patient

Non-panel providers are providers who do not participate with MESSA's VSP plan. Benefits for examinations, lenses or frames which are obtained from a non-panel (non-participating) provider are subject to a maximum reimbursement. Members and dependents who choose to see a non-panel provider must pay the provider and submit an itemized receipt to VSP for reimbursement. The member is responsible for the difference. The reimbursement will be limited to the maximum amount for each covered charge as indicated in the chart below.

Features	VSP-3 Panel Provider	VSP-3 Non-Panel Provider
Exam Deductible 國 Optometrist 國 Opthalmologist	No Deductible	\$35 max \$45 max
Contact Lens Allowancs (includes exam)  Cosmetic (Elective)—  Disposable	\$115	\$115 max
Frame Allowance	\$ <b>65</b>	555 max
Lenses Single Vision 题 Bifocal 题 Trifocal 型 Lenticular	Covered	\$ 38 max \$ 60 max \$ 72 max \$108 max
Extra:Leris Features  Pink#1 or#2 int  Rimless  Oversize  Flended	Covered	
# Progressive	Not Covered	
Tinted  Tinted Single Vision  Tinted Bifocal  Tinted Trifocal  Tinted Lenticular	Covered	\$ 42 max \$ 70 max \$ 84 max \$118 max
Polarized  Polarized Single Vision  Polarized Bifocal  Polarized Trifocal  Polarized Lentiquar	Covered	\$ 56/max* \$ 90/max \$110 max \$138/max

<sup>\*\*</sup>Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The patient is responsible for paying the cost of materials and services above the maximum reimbursement amount.