

**MASTER AGREEMENT**

between

**THE NORTHVILLE PUBLIC SCHOOLS**

and the

**NORTHVILLE ASSOCIATION**

of

**SCHOOL ADMINISTRATORS**

**JULY 1, 2008 - JUNE 30, 2011**

**AGREEMENT**

## **PREAMBLE**

This Agreement is made this 1<sup>st</sup> day of July, 2008 by and between the Northville Public Schools, hereinafter referred to as the "District" and the Northville Association of School Administrators hereinafter referred to as the "Association".

## **PURPOSE**

WHEREAS, the parties hereto recognize that the District is a unit of Government engaged in the education of boys and girls in the District; and that the District has obligations to the citizens and taxpayers, as well as the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the District; and the District will expect that the Association will continue to contribute through its abilities and experience and that of its individual members toward maintaining and improving standards of professional practice; and

WHEREAS, the purpose of this Agreement is to provide orderly collective bargaining relations between the District and the Association, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient and prudent operation of the District's business and education program.

NOW THEREFORE, the parties hereto mutually agree as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1**

The District recognizes the Association as the sole and exclusive bargaining representative of all full-time principals, assistant principals, athletic director and building supervisors employed in the Special Education Program serving students (S.E.P.) excluding the Superintendent of Schools, Assistant Superintendents, Director of Human Resources, Director of Business and Finance, Director of Special Services, Director of Technology, Coordinator of Operations, Coordinator of Custodians, Coordinator of Food Service, Coordinator of Transportation, Coordinator for Early Childhood Center, Coordinator of Curriculum, social workers, psychologists, nurses, occupational therapists, physical therapists, classroom teachers, central office administrators and all other employees.

#### **Section 2**

The term "Administrator" as used in this Agreement shall refer to all employees included within the bargaining unit set forth in the Recognition Clause of Section 1.

## **ARTICLE II**

## AGENCY SHOP

### Section 1

Membership in the Association is not compulsory, but Administrators who are not members of the Association shall pay an amount of money equal to that paid by members which sum shall be limited to an amount of money not greater than the Association's regular and usual dues. For present Administrators, such payment shall commence thirty-one (31) days following the ratification of this Agreement and for new Administrators the payment shall start thirty-one (31) days following their date of full time or regular part-time employment.

### Section 2

The District agrees, during the term of this Agreement, to deduct Association membership dues and service fees from the salary of each Administrator who signs a written authorization to remit the money monthly to the Treasurer of the Association as long as the written authorization is not revoked by the Administrator. The written authorization shall be on a form provided by the Association.

### Section 3

The Association shall indemnify and save the District harmless against any and all claims, demands, suites, judgments, damages or other forms of liability or expense, including transcript costs, deposition expenses, court costs, legal fees of the District counsel, etc., that may arise out of, or by reason of, action taken by the District for the purpose of complying with Article II, Sections 1 and 2 of this Agreement. The Association further agrees that if it shall fail to reimburse the District promptly upon demand for any of the aforesaid items, the District shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Association to the District, until paid in full, all membership dues and service fees collected by the District on behalf of the Association, pursuant to provisions of this Article.

## ARTICLE III

### DISTRICT RIGHTS

#### Section 1

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest in and be exercised by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustrations and not by way of limitation, the District's right to:

- A. The management and administrative control of the school system, its properties and facilities; the direction and assignment of work including, but not limited to the establishment and enforcement of District rules; to hire, promote, discharge, discipline, layoff and recall Administrators, schedule of hours of work, and to maintain

discipline and efficiency; establish the educational program, curriculum, organization and structure of the schools and the location of the schools; introduce new pedagogical innovations, textbooks and instructional materials; determine the prescribed courses of study and the means of providing a comprehensive program to the students.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

## **ARTICLE IV**

### **ADMINISTRATORS RIGHTS AND RESPONSIBILITIES**

#### **Section 1      Staff Selection and Assignment**

- A. The District agrees that each Administrator shall have the opportunity to interview and make a recommendation concerning all regular full-time personnel, certified and noncertified, that are being considered for assignment to his/her building or department. The final determination relative to such assignments will be made by the Superintendent or his designee.
- B. Such assignment shall be made in accordance with any other collective bargaining agreement which the District has entered into and which speaks on the subject of assignments and/or transfers.
- C. Should the Administrator not be available to interview and make a recommendation, Section A of this Section shall not be in effect and the assignment will be made forthwith by the Superintendent or his/her designee. In addition, Section A of this Section shall not apply when an employee is being assigned due to recall from layoff.

#### **Section 2      Parent Complaints**

In order to encourage the harmonious and expeditious resolution of parent or institutional complaints at the local level, in the case of a complaint on the part of said person regarding a Administrator, or a program or an employee he/she supervises, the District agrees to request said person to discuss the complaint with the Administrator involved and to bring the matter to the attention of the Administrator in order to provide the Administrator the opportunity to be heard by the Superintendent or his/her designee before any action is taken on the matter.

#### **Section 3      Current Address and Telephone Numbers**

It shall be the responsibility of each Administrator to notify the District of any change of address or telephone number. The Administrator's address and telephone as it appears on the District's record shall be conclusive when used in connection with layoff, recall or other notices to employees.

#### **Section 4      Individual Contract of Employment**

- A. Each Building Administrator shall be given an individual contract of employment in the form attached hereto as Appendix C.

- B. Administrators with less than four (4) years seniority as a Administrator in the District shall be given a one (1) year contract of employment and Administrators with four (4) years or more seniority in the District shall be given a two (2) year contract of employment.
- C. An Administrator having a two (2) year individual contract of employment will be notified by the Board of Education at least sixty (60) calendar days prior to the completion of the first year of his/her two (2) year contract whether his/her individual contract of employment will or will not be renewed an additional one (1) year. Failure to notify the Administrator within sixty (60) days of renewal or nonrenewal shall result in an additional one (1) year extension.
- D. The terms and conditions of the individual contract of employment shall be subject to all the provisions set forth in this Collective Bargaining Agreement and the individual contract of employment shall incorporate by reference the provisions of this Collective Bargaining Agreement as they were set forth in the individual contract of employment in their entirety.
- E. The individual contracts of employment shall provide that the Administrator is not granted tenure as an Administrator, but is granted tenure only as a classroom teacher.

**Section 5 Probationary Period**

- A. **Probationary Period:** During the first two (2) years of employment as a Building Administrator in the bargaining unit, the Administrator shall be in a period of probation. After completion of the probationary period, the Administrator shall be considered a seniority employee.
- B. **Right of Reassignment of Probationary Employee:** During the period of probation, an Administrator's contract of employment may be terminated, and he/she may be returned to the classroom, as a teacher at a teacher's salary and fringe benefits, and no grievance shall arise nor shall such action of reassignment to the classroom be considered a breach of this Agreement or a breach of the Administrator's individual contract of employment.

**Section 6 Reassignment of Seniority Building Administrator**

- A. After the completion of the probationary period, and during the term of the individual contract of employment, a seniority Administrator may be reassigned to the classroom upon the District following the procedures outlined below.
  1. On or before February 1 of the current school year an evaluation shall be completed and discussed with each Administrator being considered for reassignment to the classroom.
  2. On or before March 1 of the current school year the Superintendent will discuss with the Administrator involved, and an Association representative if requested, those performance areas set forth in the evaluation as being deficient.
  3. On or before April 1 of the current school year the Superintendent will

notify, in writing, the Administrator and Association of the reasons for the reassignment to the classroom and if possible, the new teaching assignment.

4. The time limits set forth in subparagraphs 1 through 3 may be extended by mutual agreement between the Association and the District.

B. If the above procedures outlined in Paragraphs 1, 2 and 3 have been followed, a seniority Administrator's contract of employment may be terminated and he/she may be returned to the classroom as a teacher, and no grievance shall arise nor shall such action be considered a breach of this Agreement or a breach of the Administrator's individual contract of employment.

C. If a seniority Administrator has been returned to a classroom as a teacher under the procedure outlined in Paragraphs 1, 2 and 3 of Section A above, then for the remainder of the term of the Administrator's individual contract of employment he/she shall be paid according to the following formula.

1. The salary and fringe benefits of a teacher.

2. An additional sum of money, paid in equal installments over the remainder of the term of administrative contract of employment, determined by multiplying the Administrator's hourly rate (the per diem salary as of April 1 of the year notification is given of reassignment divided by 8) by 7 hours per day, by the number of days remaining in the teacher work year(s) and taking that figure and subtracting the salary received by the Administrator as a teacher (Example: principal salary per diem divided by 8 equals hourly rate; hourly rate times 7 equals new per diem as teacher; new per diem as teacher times teacher contract days equals new salary.).

D. If the Superintendent of School elects not to follow the procedures outlined in Paragraphs 1, 2 and 3 of Section A above, he/she may nevertheless, during the term of the seniority Administrator's individual contract of employment, reassign him/her for just cause to the classroom as a teacher, and the seniority Administrator shall be paid a teacher's salary and fringe benefits, but said action of reassignment shall be subject to the grievance procedure and arbitration provision of this Agreement.

E. The Superintendent of Schools or his/her designee will evaluate all administrators. This evaluation will be the official district evaluation for administrators.

## **Section 7 Reassignment of Administrative Position**

A. During the term of the individual contract of employment the assignment and/or reassignment of an Administrator to other administrative positions shall be at the discretion of the Superintendent of Schools and shall not be the basis of a grievance, nor shall such action be considered a breach of this Agreement or breach of the individual contract of employment. However, the Superintendent will consult with the building administrator prior to the assignment if he/she has not previously held that administrative position.

- B. If the Administrator does not consent to his/her reassignment, the salary of a reassigned Administrator to another administrative position shall either be at the same rate as his/her present assignment or the rate of his/her new assignment, whichever is higher, for the duration of his/her individual contract of employment.
- C. If the Administrator consents to a reassignment outside the bargaining unit, then the salary and terms and conditions of employment shall be as agreed to between the Superintendent and Administrator. If the reassignment is to a position within the bargaining unit, then the terms and conditions of employment shall be governed by this Agreement.

**Section 8 Board Right of Non-Renewal**

Without regard to any other Section of this Agreement, the District shall have no obligation to renew any Administrator's contract nor shall the District be obligated to employ an Administrator in any position other than as a classroom teacher at the expiration of said individual contract and such action of non-renewal shall not be the basis of a grievance nor shall such action constitute discipline, discharge or a demotion or constitute a breach of any provision of this Agreement or the individual contract of employment.

**Section 9 Layoff**

In the event the Board of Education elects to reduce the number of Administrators through layoff of employment, then the Administrator to be laid off shall be given written notice sixty (60) calendar days prior to the effective date of the layoff. Upon layoff of employment, the Administrator shall be removed from the bargaining unit and his individual employment contract shall be terminated and the District shall have no financial liability for salary or fringe benefits.

**ARTICLE V**

**GRIEVANCE PROCEDURE**

**Section 1 Definition**

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

**Section 2 Step One**

Within ten (10) working days after the time a grievance occurs, an Administrator will present the grievance to the Director of Human Resources, or his/her designee. Within ten (10) working days after presentation of the grievance, the Director of Human Resources, or his/her designee, shall give his/her answer orally to the Administrator.

**Section 3 Step Two**

If the grievance is not resolved at Step One, the Administrator may reduce his/her grievance in writing and present the grievance to the Superintendent of Schools, or his/her designee, for his/her written answer. The written grievance shall be on a form provided by the District and must be filed within five (5) working days after the date of the Director of Human Resources, or his/her designee's, oral answer at Step One. The written grievance shall name the Administrator(s)

involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the Administrator and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the Administrator(s) and Association Representative. The Superintendent, or his/her designee, shall give the Administrator(s) an answer in writing no later than ten (10) working days after receipt of the written grievance.

#### **Section 4      Step Three**

If the grievance is not resolved at Step Two and the grievance has been fully processed through Step One and Two the Association President may, within five (5) working days after the Administrator has received the Step Two answer, submit the grievance to binding arbitration by filing a Demand for Arbitration with the American Arbitration Association, with a copy being served upon the District. The Demand for Arbitration shall be signed by both the Association President and the Administrator(s) involved and shall state the facts giving rise to the grievance, the date the grievance arose, and shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference.

#### **Section 5      Fees of the Arbitrator**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses including American Arbitration Association filing fees shall be borne by the party incurring them.

#### **Section 6      Powers of the Arbitrator**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish wage scales or change any wage.
3. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her powers shall be limited to deciding whether the District has violated the express

Articles or Sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.

4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the District to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the District and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before rendering a binding decision on the merits.



**Section 7 Arbitrator's Decision**

The Arbitrator's decision shall be final and binding upon the District, the Association and the Administrator(s) involved.

**Section 8 Time Limits**

Any grievance(s) not advanced to the next Step by the Administrator and/or Association within the time limit in that Step shall be deemed abandoned. Time limits may be extended by mutual agreement of the District and the Association in writing and the new date shall prevail.

**Section 9 Back Wages**

The District shall not be required to pay back wages prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the Administrator would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay. Such Administrator shall have the burden of showing that he/she was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designed as a representative grievance by mutual written agreement by the parties.

**Section 10 Processing of Grievances - Time Line**

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

**Section 11 Binding Agreements**

Any agreement reached between the District and the Association Representative is binding on all Administrators affected and cannot be changed by any individual.

**Section 12 Processing Grievance**

Grievances arising under this Article shall be processed during the Administrator's and/or Association Representative's non-working hours unless mutually agreed otherwise.

**Section 13 Processing after Resignation**

No grievance shall be filed or processed further by any employee or the Association after the effective date of the Administrator's resignation.

**Section 14 Items Not Subject To Grievance**

The following matters shall not be the basis of a grievance nor shall the grievance procedure be applicable to:

1. The termination of services of, or failure to reemploy any probationary Administrator, or the reassignment of a probationary Administrator to a classroom teacher.
2. Content of Administrator evaluations.
3. Any matter which, under this Agreement, is within the responsibility of the District to decide, or any matter which under the provisions of this Agreement provided the action taken shall not be the basis of a grievance.
4. The failure to employ any Administrator in a position other than as a classroom teacher following expiration of the individual contract of employment.
5. The reassignment of a seniority Administrator during the term of his individual contract of employment pursuant to Article IV, Section 6, Paragraph A, subparagraphs 1, 2 and 3.

### **Section 15 Individual Processing of Grievance**

An individual Administrator shall have the right at any time to present his/her own grievance to the Director of Human Resources or his/her designee, and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.

## **ARTICLE VI**

### **LEAVES**

#### **Section 1 Sick Leave**

- A. All full-time Administrators shall be entitled to sick leave accumulated at the rate of eighteen (18) days per school year.
- B. All sick leave accumulated by Administrators prior to the effective date of this Agreement shall be credited to the Administrator's sick bank and unused sick leave at the end of each school year shall be credited, but in no event may sick leave accumulate beyond a maximum of 225 days.
- C. Sick days may be utilized by the Administrator for illness in the immediate family. The immediate family shall be defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, grandparents or children. Up to 18 days may be used each year for family illness. This provision is not to be used in conjunction with the Family Medical Leave Act.
- D. In the event of absence by a member of the Northville Association of School Administrators (NASA) for illness in excess of three (3) consecutive work days, the District may require that the employee submit a written medical notice from their doctor certifying the employee's illness. The cost of providing such written notice will be the responsibility of the employee.

- E. The School District may, at its expense, require an Administrator to take a physical or mental examination from a School District appointed physician to determine whether involuntary sick leave is warranted.
  
- F. Absences for illness in the immediate family on the day before or after vacation, holiday or school recess shall be subject to the approval of the Superintendent or his/her designee.
  
- G. In the final year of an administrator's employment, in the event that a documented illness results in an administrator's accumulated sick bank dropping to below the two hundred and twenty five (225) day maximum, the administrator will have sick days, previously earned but not credited to their bank, reinstated. If the total of these days is sufficient, it may bring their leave bank back to the two hundred and twenty five (225) total. The Administrator may draw on days which they have accumulated beyond the two hundred and twenty five (225) maximum only in the final year of employment and only for purposes of retirement.

**Section 2: Family and Medical Leave Act**

The District will grant per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least twelve hundred and fifty (1250) hours during the year preceding the start of the leave. If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior to written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
  
- Eligible employees may take up to twelve (12) weeks of unpaid leave or up to 30 days of paid leave if employee has enough sick days available in their bank (the total length of the leave may not exceed twelve [12] weeks) for one or more of the following reasons:
  - A. Because of birth of a son or daughter of the employee and in order to care for such son or daughter.
  
  - B. Because of the placement of a son or daughter with the employee for adoption or foster care.
  
  - C. In order to care for the spouse, son, daughter, step child, legal ward or parent of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health provider.
  
  - D. The employee's own serious health condition, that makes the employee unable to perform the functions of the employee's position.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the

condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require written notification from the health care provider certifying that the employee is able to resume work. When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee will require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District will be final.

If an employee's leave ends within two (2) weeks of the end of a semester, the District may require the employee to delay his/her return until the beginning of the next semester. The decision will be made by the Board of Education and not subject to appeal.

Upon the employee's return from leave, he/she will be restored either; to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

The District, at its sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

### **Section 3 - Bereavement/Business Days**

Leaves of absence with pay not chargeable against the Administrator's sick leave allowance shall be granted for the following reasons:

- A. **Bereavement** - In cases of death in the immediate family (father, mother, spouse, sister, brother, children, father-in-law, mother-in-law, sister-in-law, brother-in-law or grandparents) up to three (3) days will be granted if the distance is within a 200 mile radius of the administrator's home and four (4) days outside this radius. This leave shall occur within one (1) week of the funeral. Under extenuating circumstances, the Superintendent may grant additional time.
- B. **Business Days** - A full-time K-12 Administrator will be granted three and one-half (3 ½) days each year and an SEP Supervisor will be granted four and one-half (4 ½) days per year, to conduct a business transaction which cannot be handled outside regular working hours or on a weekend, provided a twenty-four (24) hour notification

of the business day is given to the Superintendent or his designee. In cases of emergency, a shorter notice will be acceptable upon the approval of the Superintendent or his/her designee. A business day may not be taken the day before or after a holiday or school recess without prior approval of the Superintendent or his/her designee. Unused days will be added to the Building Administrator's sick leave bank at the end of the school year. One business day may be taken in hourly increments at the discretion of the employee.

## **ARTICLE VII**

### **COMPENSATION AND FRINGE BENEFITS**

#### **Section 1      Salaries**

The 2008-2011 Salary Schedule is a 1% increase in each year of the Agreement.

#### **Section 2      Professional Growth Allowance**

Upon the approval of the Superintendent, Administrators may attend conferences, conventions and meeting which will be beneficial to the School District. In no event will the District be obligated for reimbursement of costs due to travel, food, registration fees and lodging where the total for each school year would exceed \$850 per individual principal or SEP building supervisor and \$600 for each assistant principal. Where approval has been granted for travel by a Administrator in his/her personal automobile, reimbursement shall be in accordance with Board Policy on mileage.

#### **Section 3      Liability Insurance**

The District agrees to continue the present Board policy of paying the premiums for liability insurance issued by the M.A.I.S.L. Joint Risk Management Trust, but the District reserves the right to change the insurance carrier as long as the basic liability benefits are provided in any new policy issued by the subsequent carrier.

#### **Section 4      Medical Insurance**

- A.      Effective July 1, 2007, the base health insurance plan is the PPO Community Blue 2 Plan with a 10 x 20, 2x mail order prescription drug. The Employee has the option to pay the difference between the base plan and the other plans offered by the District.
- B.      The District will provide the PDCM & PCD riders to the existing Blue Cross/Blue Shield Plans with employee payment for said prescriptions according to the established agreement for payment of prescription drug benefits and co pays. For mail order prescription drugs there shall be two co pays.

#### **Section 5      Term Life Insurance**

The School District agrees to pay the premiums for full-time Administrators to provide term life insurance in the face amount of two times their individual annual salary. The School District shall select the carrier.

#### **Section 6      Long Term Disability**

The District will pay the premium for a long term disability policy to provide long term disability insurance for all District Administrators with a monthly benefit of 66 2/3 percent of basic monthly earnings.

**Section 7      Dental Insurance**

The School District agrees to pay the premium to provide the following dental benefits:

CLASS I      Diagnostic Services, Preventative Services, Palliative Treatment.

CLASS II      Restorative Services, Preventative Services, Palliative Services, Oral Surgery, Repairs, Adjustments and Relining of Dentures and Bridges, Adjunctive General Services.

CLASS III      Construction and Replacement of Dentures and Bridges.

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy-five percent (75%) to full time Administrators and their eligible dependents. Class I, II and III benefits shall be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September 1988, the District will provide an orthodontic rider with the above insurance carrier.

The insurance carrier selected by the School District shall provide in its policy a provision on non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.

**Section 8      Not Subject to Grievance**

The benefits set forth in Section 3, 4, 5, 6 and 7 of this Article shall be subject to the terms and conditions specified in the District's group insurance policy and any claim settlement between the Administrator and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The District, by payment of the premiums required to provide coverage under Section 3, 4, 5, 6 and 7 of this Article, shall be relieved from all liability with respect to the benefits provided in those Sections. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the District or the Association nor shall such failure be considered a breach by either of them of any obligation under Section 3, 4, 5, 6 and 7 of this Article.

**Section 9      Tuition Reimbursement**

A. Administrators will be fully reimbursed for actual tuition expenses paid but not to exceed twelve hundred (\$1,200) in each school year (July 1 to June 30). Credits reimbursable must be in a degree program or have the approval of the Superintendent of Schools prior to taking the course.

- B. To be eligible for reimbursement, an Administrator must have completed one-half year of employment and must continue in the employ of the School District for a minimum of one-half year following completion of the course for which tuition is requested.
- C. Upon completion of the course for which tuition is requested, the Administrator shall fill out an application for reimbursement on a form provided by the District, showing, among other things, appropriate verification indicating satisfactory completion of the course, a tuition receipt and the Superintendent's written approval if the course is non-degree or undergraduate credit.

**Section 10 Retirement Pay**

- A. Any Administrator who retires after five (5) years of active service to the Northville Public Schools shall be eligible to receive a payment in accord with the schedule established herewith providing the Administrator notifies the District in writing of his/her intention to retire no later than ninety (90) days before the last scheduled work day for the current school year. The 90 day notice will be waived if illness forces an Administrator to retire.
- B. Unless otherwise agreed upon by the parties, the retirement payment shall be based upon the per diem salary received by the Administrator in the last year in which he/she actively worked during the entire contractual year. The payout will be at sixty percent (60%) of the per diem times fifty percent (50%) of the accumulated unused sick days. This provision only applies to Administrators hired before July 1, 2008.
- C. Retirement shall be defined as discontinuance of employment with the School District and submission of proof to the effect that the Administrator will actually receive retirement benefits from the Michigan School Employee Retirement Fund, or the period commencing on the first day of the month following the month of his/her termination.

**Section 11 Extra Credit Pay**

Administrators shall receive an additional \$1,250 above their salary step if they have thirty (30) or more hours beyond the Master's Degree from a recognized and accredited university towards an Educational Specialist degree. Administrators with a Ph.D. or Ed.D. in Education from a recognized and accredited university shall receive \$2,250 above their salary step. Upon the approval of the Superintendent or his/her designee, \$1,250 may be granted for thirty (30) hours beyond the Master's Degree in a field other than an Educational Specialist or \$2,250 may be granted for a Ph.D. other than in Education.

**Section 12 Prior Experience Credit**

Newly employed Administrators may be placed on any step of the salary schedule based on experience and education as determined by the Superintendent and the Board of Education. The District will notify the president of the Northville Association of School Administrators if a newly employed Administrator is granted experience above step 1 of the salary schedule.

**Section 13 Personal Property Loss**

- A. In the event that an Administrator suffers loss or damage to his/her clothing or personal property (except for loss of money) due to theft, fire, willful and malicious damage in the performance of regular or assigned professional duties, without negligence on his/her part, the Administrator may apply to the District for reimbursement for such loss or damage to the extent of Ten Dollars (\$10.00) but not more than Two Hundred Dollars (\$200.00) in any school year.
- B. Notification by an Administrator that he/she has incurred a loss in accord with the provisions of this Section shall be filed on a form provided by the District. Said form shall be filed within ten (10) working days from the date of loss or damage.
- C. Failure of an Administrator to comply with these provisions shall constitute forfeiture of his/her claim for reimbursement under this Section; and the granting/non-granting of such reimbursement shall be at the discretion of the Superintendent or his/her designee and may not be subject to arbitration.

**Section 14 Mileage Allowance**

Administrators will be reimbursed in accordance with Board policy for automobile travel required by their position which necessitates the use of their personal automobile.

**Section 15 Physical Examination**

The District will reimburse each administrator up to \$300 for expenses which are not reimbursed by insurance in securing a physical examination every year. Effective with the 1992/93 school year, written verification of a physical examination must be provided to the Superintendent or his/her designee a minimum of once in every three (3) years.

**Section 16 Termination Pay**

Termination pay shall be paid upon an administrator qualifying under each and every condition listed below:

- A. The Administrator must have completed (in a NASA bargaining unit position) four (4) or more uninterrupted and continuous school years of service, which is all deemed to have been satisfactory by the Superintendent of Schools, immediately preceding the date of termination.
- B. Except in the case of a layoff occurring after the commencement of the Administrator's work year, or unless otherwise agreed in writing by the Superintendent of Schools, the Administrator's termination becomes effective after completion of his/her work year and he/she actually resigns and severs his/her employment with the District within ten (10) calendar days from the last day of actual work. In the case of all layoffs, the administrator must actually resign and sever his/her employment within ten (10) calendar days from the last day of actual work unless this time period is extended by the Superintendent of Schools in writing.
- C. The administrator must not be able to qualify for or otherwise be entitled to any retirement pay under Section 10 above.

Unless otherwise agreed by the parties, the termination payment shall be 50% of the Administrator's per diem salary received in the last school year in which he/she actively worked for the entire contractual school year times 25% of his/her unused sick days.



**Section 17 Salary Option**

A salary option in the amount of 8% of the individual's base salary including extra credit pay and longevity pay shall be paid to each administrator. The administrator shall have the option of taking this amount in salary or may elect to have all or a portion of the amount contributed to a tax sheltered annuity under section 403(b) of the internal revenue code of 1986 on a salary reduction basis in accordance with sub-section 403(b) (A) (ii) of the code.

**Section 18 Vision Care Program**

The School District agrees to pay the premium for full-time Administrators and their immediate families to provide the District's vision care program. The School District shall select the carrier.

**Section 19 Professional Membership**

The School District agrees to pay for one professional membership most germane to the Administrator's assignment each school year. Membership not to exceed \$500.00 in any one (1) year.

**Section 20 Longevity Benefit**

School Administrators hired before July 1, 2008 will be granted the annual payment of \$1000 longevity pay for each five years of completed service as an administrator with the Northville Public Schools. Administrators hired after July 1, 2008 will receive the following longevity payments: \$500 beginning the sixth year, \$1000 beginning the eleventh year, \$1250 beginning the sixteenth year and \$1500 beginning the twenty-first year.

If the school administrator taught in the District and would be receiving a greater amount of longevity pay had he/she remained a teacher, the District will pay no less than that amount to the school administrator until such time as the above longevity payments exceed that amount.

**ARTICLE VIII**

**NO STRIKE CLAUSE**

**Section 1**

During the life of this Agreement, this Association shall not cause or permit its members to cause nor shall any member of the Association or Administrator of the District take part in any sit-down, stay-in, slow-down, curtailment of professional services or interference with the teaching of students. The Association shall not cause or permit its members to cause nor shall any member of the Association or Administrator of the District take part in any strike or stoppage of any of the District's operations or picket the District's building or premises during the life of this Agreement.

**Section 2**

The Association agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the Administrators that it disavows these acts. The Association further agrees that the District shall have the right to discharge any or all Administrators who

violate this Article and such action shall not be considered a breach of this Agreement or the Administrator's employment contract nor shall it be subject to the Grievance Procedure of this Agreement. In addition, the District shall have the right to obtain injunctive relief and damages in any court of competent jurisdiction in addition to any other remedies.

## **ARTICLE IX**

### **GENERAL**

#### **Section 1**

The District may, at its discretion, require that Administrators submit to physical and/or mental tests and examinations by a District appointed doctor, at the District's expense, when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, etc. A copy of the doctor's report shall be given to the Administrator and he shall be given an opportunity to discuss it with the Superintendent or his/her designee. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.

#### **Section 2**

If any Article or Section of this Agreement or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained shall not be affected thereby. Provided, however, the parties agree to bargain concerning any Article or Section held to be invalid.

#### **Section 3**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the District and the Association and constitute the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### **Section 4**

The use of words referring to the male gender shall likewise be read to include the female gender.

#### **Section 5**

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the 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 any subject or matter referred to or covered by this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Section 6**

Building administrators individual calendars will be reviewed and tentatively approved on or before June 15<sup>th</sup> of the preceding year. In developing the district calendar, NASA will be consulted.

## **Section 7      **District Committees****

The District will consult with administrators prior to assigning them to a District committee. Consideration will be given to special activities that are of an on-going nature within their building. Every effort will be made to make committee assignments equitable.

## **Section 8      **District Inservice Staff Development and Committee Meetings****

The District will make every reasonable effort to avoid scheduling committee meetings or staff development activities which require substitute teachers during the weeks of vacation periods (i.e. Thanksgiving Week, Winter Holiday, Easter Week (Good Friday), Memorial Weekend). Additionally, an effort will be made to avoid scheduling these activities during the month of June.

## **Section 9      **Negotiations Consultants****

The District will select a representative from Elementary, Middle School, High School and SEP to serve as consultants to the District team during negotiations with other unions.

## **Section 10      **Lunchroom Supervisor****

When an elementary or middle school building reaches an enrollment ratio of one (1) administrator to 500 students, teachers will be compensated to assist with lunch supervision based on the NEA contract, Article VII, Section 4E.

## ARTICLE X

### TERMINATION

#### Section 1

This Agreement shall become effective on July 1, 2008 and shall continue in full force and effect up to and including June 30, 2011.

#### Section 2 Notice to Modify, Amend or Terminate: Automatic Renewal

This Agreement shall continue in effect for a three (3) year period. Written notice by either party of their desire to modify, amend or to terminate this Agreement must be received at least 90 days prior to June 30, 2011. If such notice is given, this Agreement shall be open to modification, amendments or termination as such notice may indicate on July 1, 2011.

#### **NORTHVILLE PUBLIC SCHOOLS**

#### **NORTHVILLE ASSOCIATION OF SCHOOL ADMINISTRATORS**

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Board President

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Dr. Susan Meyer N.A.S.A. President/ Chief Negotiator

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Board Secretary

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Scott Snyder N.A.S.A. Secretary

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Superintendent of Schools

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Sharon Irvine/Jim Cracraft N.A.S.A.  
Negotiator

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Director of Human Resource

### **NASA Salary Schedule 2008-2011**

Position	Days	2008-2009						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Asst Prncpl Elem	204	\$71,751	\$75,174	\$78,598	\$82,827	\$84,484	\$85,328	\$86,182
Asst Prncpl MS	214	\$81,014	\$86,336	\$88,733	\$93,518	\$95,388	\$96,342	\$97,306
Asst Prncpl HS	214	\$83,938	\$87,936	\$91,934	\$96,890	\$98,828	\$99,816	\$100,815
AD	214	\$83,938	\$97,936	\$91,934	\$96,890	\$98,828	\$99,816	\$100,815
Prncpl Elem	209	\$84,094	\$88,098	\$92,105	\$97,068	\$99,009	\$100,000	\$101,000
Prncpl MS	214	\$88,104	\$92,305	\$96,495	\$101,694	\$103,728	\$104,765	\$105,813
Prncpl HS	225	\$97,029	\$101,642	\$106,269	\$111,995	\$114,235	\$115,377	\$116,531

SEP	222	\$88,916	\$93,155	\$97,387	\$102,637	\$104,690	\$105,737	\$106,794
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**2009-2010**

Position	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Asst Prncpl Elem	204	\$72,469	\$75,926	\$79,384	\$83,655	\$85,328	\$86,182	\$87,044
Asst Prncpl MS	214	\$81,824	\$87,199	\$89,620	\$94,453	\$96,342	\$97,306	\$98,279
Asst Prncpl HS	214	\$84,777	\$88,815	\$92,854	\$97,859	\$99,816	\$100,815	\$101,823
AD	214	\$84,777	\$88,815	\$92,854	\$97,859	\$99,816	\$100,815	\$101,823
Prncpl Elem	209	\$84,935	\$88,979	\$93,026	\$98,039	\$100,000	\$101,000	\$102,010
Prncpl MS	214	\$88,985	\$93,228	\$97,460	\$102,711	\$104,765	\$105,813	\$106,871
Prncpl HS	225	\$97,999	\$102,659	\$107,332	\$113,115	\$115,377	\$116,531	\$117,696

SEP	222	\$89,806	\$94,087	\$98,361	\$103,664	\$105,737	\$106,794	\$107,862
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**2010-2011**

Position	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Asst Prncpl Elem	204	\$73,194	\$76,685	\$80,178	\$84,492	\$86,182	\$87,044	\$87,914
Asst Prncpl MS	214	\$82,643	\$88,071	\$90,516	\$95,398	\$97,306	\$98,279	\$99,261
Asst Prncpl HS	214	\$85,625	\$89,703	\$93,782	\$98,838	\$100,815	\$101,823	\$101,841
AD	214	\$85,625	\$89,703	\$93,782	\$98,838	\$100,815	\$101,823	\$101,841
Prncpl Elem	209	\$85,784	\$89,869	\$93,956	\$99,019	\$101,000	\$102,010	\$103,030
Prncpl MS	214	\$89,875	\$94,160	\$98,435	\$103,738	\$105,813	\$106,871	\$107,940
Prncpl HS	225	\$98,979	\$103,685	\$108,405	\$114,246	\$116,531	\$117,696	\$118,873

SEP	222	\$90,704	\$95,028	\$99,345	\$104,700	\$106,794	\$107,862	\$108,941
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