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A G R E E M E N T

1987 - 1992

BOARD OF EDUCATION

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

AND

DEARBORN HEIGHTS DISTRICT NO. 7

ASSOCIATION OF

PRINCIPALS AND ASSISTANT PRINCIPALS

Dearborn Heights School District

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DEFINITIONS

For purposes of the Agreement, the term, Principals, shall be defined as principals and assistant principals.

For purposes of the Agreement, the term, Board, shall be defined as the duly elected Board of Education.

For purposes of this Agreement, the term, Central Administration, shall be defined as the Superintendent, Deputy Superintendent and Director of Fiscal Services.

BUSINESS

ARTICLE I

RECOGNITION

SECTION I. Recognition of Principals

The Board hereby recognizes the Principals in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive collective bargaining representative for all certified personnel employed by the Board as Principals.

SECTION II. Exclusive Collective Bargaining Agreement

The Board hereby agrees expressly, that it shall not enter into any collective bargaining agreement with any other Principal or with any other collective bargaining organization on behalf of Principals during the term of this Agreement.

ARTICLE II

BOARD RIGHTS CLAUSE

The Principals recognize that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested on it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing: The right to the executive management and administrative control of the school system, its personnel, its properties and facilities.

ARTICLE III

ASSOCIATION AND PRINCIPALS' RIGHTS

SECTION I. Agency Shop Clause

All principals shall be members of the Dearborn Heights District No. 7 Association of Principals and Assistant Principals and shall pay a representative fee to this organization. The collection of fees shall be the exclusive responsibility of the Principals.

SECTION II. Access to Board Information

The Board agrees to furnish the Principals, upon request, such data 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.

SECTION III. Professional Leave (Conference) Days

Professional leave (conference) days will be mutually agreed upon by the Superintendent of Schools and the President of the Principals' Association.

SECTION IV. Special Conferences

The superintendent and the president of the Principals' Association shall meet during the school year upon the request of either party at a mutually agreed upon time to discuss items relative to this Agreement.

SECTION V. Creation of New Administrative Positions

The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing the duties that such new positions shall carry.

The law states that the Board must bargain wages, hours and working conditions.

SECTION VI. Discharge of Principals

A. A Principal being considered for discharge, has, at his option, ten (10) school days to:

ARTICLE III ASSOCIATION AND PRINCIPALS' RIGHTS (continued)

SECTION VI. Discharge of Principals (contd)

1. Request and receive in writing the specific reasons for such action.
2. Request and be accorded a meeting with the superintendent to fully discuss the matter. (If an agreement can be reached at this step, no further action is necessary.)
3. Request and receive at the option of the administrator a public or private hearing before the Board of Education. The Board of Education's policy statement relative to administrator dismissal, demotions or suspension shall include the following basic elements of due process:
 - a. Specific written documented charges provided in advance to the administrator.
 - b. Representation by his own attorney.
 - c. The right to cross-examine witnesses.

The decision of the Board of Education shall be final and binding.

It is understood that any principal may request and receive Association representation in steps 2 and 3 above if he so chooses.

- B. Any principal discharged or who requests to be transferred to the classroom is to be placed at the appropriate step of the teachers' salary schedule in accordance with his experience, training and seniority in the district as a teacher and administrator.
- C. Any principal requesting transfer to a teaching position for which he is certified and qualified will notify the Superintendent of Schools not later than sixty (60) days prior to the end of the current school year.

SECTION VII. Transfer and Reduction of Staff

- A. Definition: Transfer within the unit shall mean the movement from one position to another position which has the same job specifications or to a position in which a principal has had previous experience.

ARTICLE III ASSOCIATION AND PRINCIPALS' RIGHTS (continued)

SECTION VII. Transfer and Reduction of Staff (contd)

- B. A principal who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside of the unit are considered for that position.
- C. When an opening occurs it shall be announced in writing to all principals, and a period of at least five (5) school days shall be established for submitting transfer requests to the superintendent for the open position or any other opening that may occur as a direct result of approving a transfer to the open position.
- D. The following factors shall be considered by the superintendent in all transfers:
 - 1. Certification requirements.
 - 2. Length and area of professional experience within the system.
 - 3. Length and area of experience outside the system.
 - 4. Academic training.
 - 5. Seniority in the district as a teacher and administrator.
 - 6. Ability to perform the assignment.
 - 7. Any other factors that the superintendent, or a committee appointed by him, deem important.

It is understood that the above factors may not be weighed equally.

- E. Each principal requesting a transfer shall be informed of the approval or denial of his transfer request within a reasonable time after the interview with the superintendent, or his agents. Upon request, the reason for denial will be placed in writing.
- F. If in the Board's opinion it is ever necessary to reduce the administrative staff, it shall be on the basis of SECTION VII, Item D, Parts 1 through 6, of this Article.
- G. Any administrator layed off because of a reduction in staff shall be appointed to the next administrative opening for which he is certified and qualified.

ARTICLE III ASSOCIATION AND PRINCIPALS' RIGHTS (continued)

SECTION VII. Transfer and Reduction of Staff (contd)

- H. The Board agrees that during the term of this Agreement it will not change the duties of any position within the bargaining unit without conferring with the principal or principals involved.

SECTION VIII. Principal's Personnel File

Derogatory materials shall not be placed in a principal's file without providing the principal with an opportunity to examine such material and attach appropriate information in his own defense. Each principal shall have the right upon request to review the contents of his own personnel file. Those records marked for confidential examination, originating in agencies outside the school system, shall be considered outside the scope of this article. The principal shall have the right to a copy of his file. A representative of the Association may, at the principal's request, accompany the principal in this review.

SECTION IX. Interviewing Prospective Employees

Each principal shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment or transfer to his building.

ARTICLE IV

INSURANCE PROTECTION

SECTION I. Insurance Protection

The Employer shall provide without cost to the principal and his family (spouse and children) the following MESSA-PAK, subject to the group policy rules and regulations of the insurance carrier which will govern as to the commencement, duration and extent of benefits:

PLAN A: (includes medical coverage)

Health -- MESSA Super Med 2/MESSA Care (Super Care 2)

Dental -- MESSA/Delta Dental 80/80/50:\$1,000

Life ---- \$60,000 MESSA Negotiated Term Life with AD & D

Vision -- MESSA/VSP - 3

OR

PLAN B: (no medical coverage; for those not electing Plan A)

Dental -- MESSA/Delta Dental 80/80/50:\$1,000

Life ---- \$60,000 MESSA Negotiated Term Life with AD & D

Vision -- MESSA/VSP - 3

SECTION II. Managed Sick Leave

A Managed Sick Leave Long Term Disability Insurance Program shall be provided by the Board of Education.

A. Amount of Insurance Benefit (SHORT TERM)

The amount of benefit payable for each day of disability is 70% of the disabled person's daily pay subject to a maximum of \$150. The salaried person's daily pay is determined by dividing the rate of annual earnings to which he is entitled on the date of disability under his current contract, by the number of regularly scheduled work days in the period covered by the contract.

ARTICLE IV. Insurance Protection (continued)

B. Amount of Insurance Benefit (LONG TERM)

On the long term disability basis, benefits for eligible periods of disability shall be 66 2/3% of earnings payable to age 65. Such benefits are limited to a maximum of \$3,000. per month.

SECTION III.

In the case of extended illness, the Board will pay the principal's fringe benefits (health insurance, life insurance, et cetera) in accordance with the terms of this Agreement for one calendar year.

SECTION IV.

A. All principals shall receive annually ten (10) paid sick leave days each contract year according to the school district's Managed Sick Leave Plan. Sick leave days shall not be cumulative from year to year.

Of the ten (10) sick leave days:

1. Two (2) days may be used as personal business days.
2. Up to five (5) days may be used for emergency illness in the immediate family (spouse, child, mother, father, spouse's mother or father) when other arrangements cannot be made.
3. In the instance of the 11th and 12th day absence after the 10 days are used, the principal may request that days be drawn from his/her frozen sick bank or that the work year be adjusted accordingly.
4. Funeral Leave Days
 - a. Five (5) days, each occurrence, for death in the immediate family (spouse, child, mother, father, spouse's mother or father).
 - b. Three (3) days, each occurrence, for death of the principal's sister, brother, grandmother or grandfather.

ARTICLE V

Jury Duty

Principals shall be allowed to serve on juries during the regular school year when called, and there shall be no financial penalty attached to such service in any way. However, it is understood that whatever amount is earned in such capacity is to be returned to the Board of Education and that such employees are to be paid their regular salary by the Board. Such days shall not be deducted from the accumulated leave days.

ARTICLE VI

FRINGE BENEFITS

SECTION I. Payroll Deduction Procedures

- A. The Board will provide payroll deductions under the following procedures and conditions:
1. The principals shall deliver to the office of the Director of Business Services duly signed and executed payroll deduction slips and in return receive forms indicating receipt of said deductions. Payroll deductions will be provided for the following:
 - a. Wayne Out-County Teachers Credit Union
 - b. United Foundation Fund
 - c. U. S. Savings Bonds
 - d. Health and Accident Insurance
 - e. Tax-deferred Annuities
 2. Authorized deductions shall be for the same amount for each consecutive pay period and not less than Five Dollars (\$5.00) per pay period.
 3. Changes in payroll deductions may not be made more than once in a calendar month and this change in deductions will take place on the first payroll of the month providing the written request for the payroll change (written request on Board of Education form) is received by the accounting department no later than seven (7) working days preceding the first pay of month. In any case, no employee shall make more than three (3) changes in payroll deductions during any school year.
 4. Payroll deductions may be terminated upon written request if given on or before the Monday preceding the payday.
 5. U. S. Savings Bonds must be purchased on the basis of one (1) bond per three (3) consecutive pay periods.
 6. When a principal's employment is terminated, he shall be paid in full minus deductions as of his last pay. Principals who have had a leave of absence approved by the Board of Education shall also be paid in full minus deductions as of their last day.

ARTICLE VI. FRINGE BENEFITS (Continued)

7. Principals may elect to be paid on a ten (10) month or twelve (12) month basis. However, if a principal elects to spread his/her pay over a twelve (12) month basis, his/her pay shall remain on a twelve (12) month basis for the current contract, unless the contract is terminated.
8. Wayne Out-County Teachers Credit Union shall be the only designated credit union for payroll deductions.
9. A change in exemption(s) on the W-4 withholding form can be made only at the beginning of the second semester. Such a request must be made in writing seven (7) working days preceding the first payday in the second semester. Exceptions: birth, death, marriage, or a change in the Federal or State laws.

SECTION II. Severance Pay

Each principal who has been employed by the Board for a period of fifteen (15) consecutive years and is qualified under the Michigan School Employees Retirement System for retirement shall be eligible for severance pay upon retirement as follows:

<u>Service in District #7</u>	<u>Severance Pay</u>
15-19 years	\$1,500
20-24 years	2,000
25 or more years	2,500

SECTION III. Longevity

After a principal has completed his nineteenth (19th) year and for each succeeding year until completion of the twenty-fifth (25th) year of service to the District, he shall receive a longevity payment of one percent (1%) of his current basic salary.

Upon completion of the twenty-fifth (25th) year and for each succeeding year, he shall receive an additional one and one-half percent (1 1/2%) of his current basic salary.

ARTICLE VI. FRINGE BENEFITS (Continued)

SECTION IV. Pay-off of Accumulated Sick Days

Upon retirement from Dearborn Heights School District No. 7 and qualification for State retirement, one-half of the principal's daily rate of pay based on the 1988-89 salary schedule will be paid to the employee for all frozen accumulated sick days. Upon death, one-half of the principal's daily rate of pay based on the 1988-89 salary schedule will be paid to the principal's designated beneficiary for all frozen accumulated sick days.

ARTICLE VII

MISCELLANEOUS PROVISIONS

- A. Inasmuch as the principals indicate that they should not be involved in bargaining process with the teachers, and the principals agree to implement the teachers' agreement bargained by others, it is hereby agreed that the principals will not become part of the administrative bargaining team. However, principals may be used as consultants when necessary.

Inasmuch as principals are required to implement contracts bargained with employee groups, it is agreed that the Board of Education may request one or more principals on the Board bargaining teams.

It is further agreed, however, that principals serve at their option and service cannot be required.

Remuneration shall be agreed upon by the individual parties concerned.

- B. Newly appointed principals shall have their sick days frozen as of June 30 of the year that they are appointed to fill an administrative position.
- C. All administrators covered under this Agreement shall not be deemed to be granted continuing tenure in their administrative capacity by virtue of this contract of employment.

ARTICLE VIII. COMPENSATION (Continued)

SALARIES FOR 1988-89

<u>SCHOOL</u>	<u>SALARY</u>	<u>NO. WEEKS</u>
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ELEMENTARY PRINCIPALS

Elementary	\$54,220.10	42
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SECONDARY ASSISTANT PRINCIPALS

Middle School	55,698.83	44
Senior High	56,191.74	44

SECONDARY PRINCIPALS

Middle School	57,670.47	44
Senior High	59,149.20	46

SALARIES FOR 1989-90

ELEMENTARY PRINCIPALS

Elementary	\$57,528.90	42
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SECONDARY ASSISTANT PRINCIPALS

Middle School	59,097.87	44
Senior High	59,620.86	44

SECONDARY PRINCIPALS

Middle School	61,189.83	44
Senior High	62,758.80	46

ARTICLE VIII. COMPENSATION (Continued)

SALARIES FOR 1990-91

<u>SCHOOL</u>	<u>SALARY</u>	<u>NO. WEEKS</u>
<u>ELEMENTARY PRINCIPALS</u>		
Elementary	\$60,980.70	42
<u>SECONDARY ASSISTANT PRINCIPALS</u>		
Middle School	62,643.81	44
Senior High	63,198.18	44
<u>SECONDARY PRINCIPALS</u>		
Middle School	64,861.29	44
Senior High	66,524.40	46

SALARIES FOR 1991-92

<u>SCHOOL</u>	<u>SALARY</u>	<u>NO. WEEKS</u>
<u>ELEMENTARY PRINCIPALS</u>		
Elementary	65,249.80	42
<u>SECONDARY ASSISTANT PRINCIPALS</u>		
Middle School	67,029.34	44
Senior High	67,622.52	44
<u>SECONDARY PRINCIPALS</u>		
Middle School	69,402.06	44
Senior High	71,181.60	46

ARTICLE IX

DURATION OF THE AGREEMENT AND SEVERABILITY

SECTION I. Duration of the Agreement

- A. This Agreement shall be effective as of July 1, 1987 for a term of five (5) years to and including June 30, 1992.
- B. This Agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit. These amendments must be approved by the Board of Education and the Association membership before they take effect.

SECTION II. Severability

The terms and conditions of this Agreement are subject to the laws of the State of Michigan and in the event that any provision is held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, such determination shall not invalidate the remaining provisions of this Agreement.

ASSOCIATION

BOARD OF EDUCATION

President

President

Negotiating Team Chairman

Secretary

Date: _____

Date: _____