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Agreement between The Dearborn Board Of Education

And the Dearborn Schools Administrators' Association

Dearborn Public Schools



1988-91

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

DEARBORN PUBLIC SCHOOLS
4824 LOIS AVENUE
DEARBORN, MICHIGAN 48126

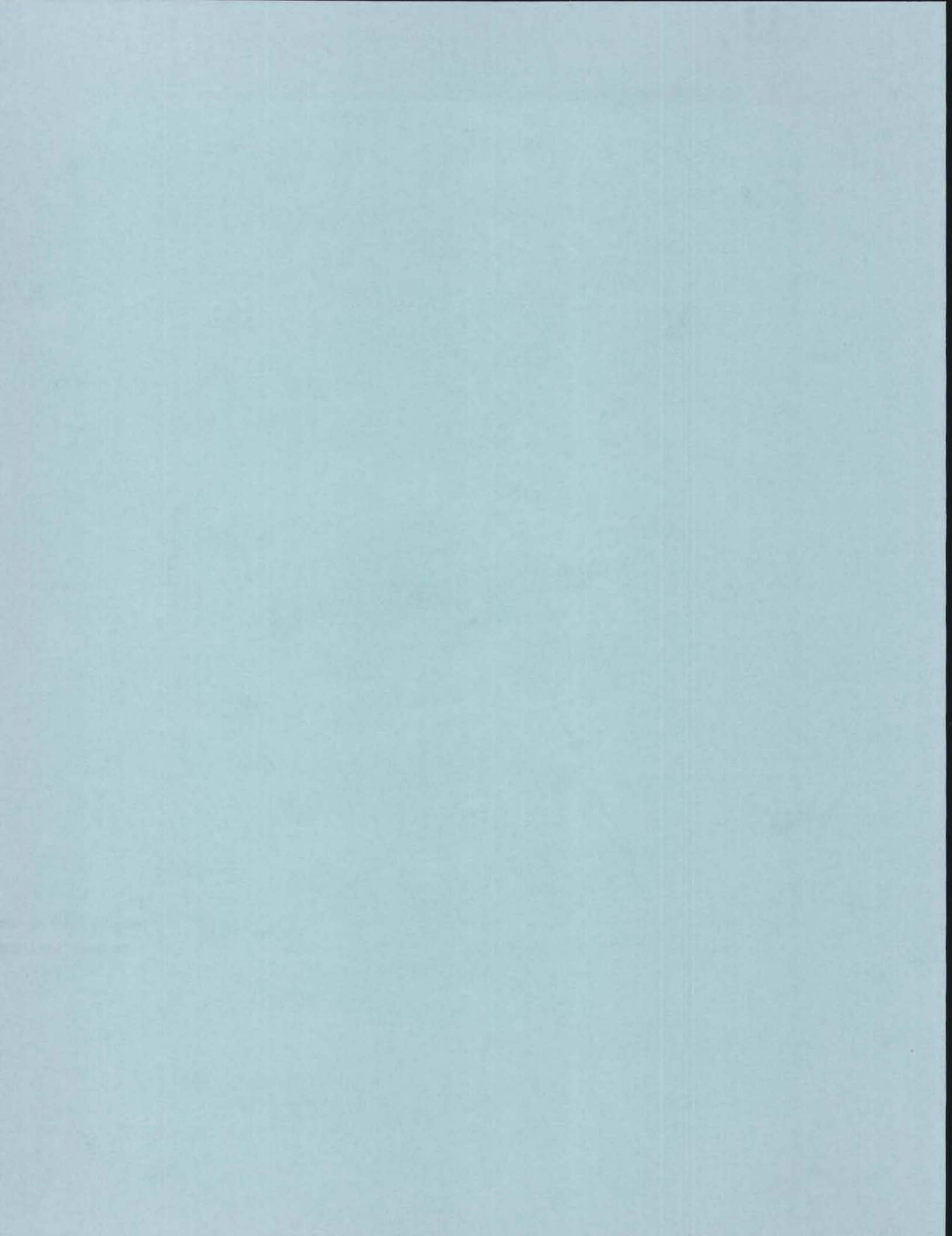


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1 AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION 1
2 AND THE DEARBORN SCHOOL ADMINISTRATORS' ASSOCIATION 2
3
4

5 This agreement is made by and between the Board of Education of the School 5
6 District of the City of Dearborn (hereinafter called the "Board"), and the 6
7 Dearborn Schools Administrators' Association (hereinafter referred to as the 7
8 "DSAA"). 8
9

10
11 **ARTICLE I - RECOGNITION** 11
12

- 13 A. The Board recognizes the DSAA as the exclusive bargaining representative 13
14 for all personnel in the bargaining unit described as follows: 14
15
16 1. All P-12 Principals, Coordinators, Consultants, Assistant Principals, 16
17 Assistant Directors and Assistants to the Directors, but excluding the 17
18 following: the Superintendent; all Associate Superintendents; all 18
19 Assistants to the Superintendent; all Directors; Assistant Director- 19
20 Personnel; all Managers and Supervisors. 20
21
22 1. Any teacher who is appointed by the Superintendent to a temporary 22
23 administrative position (including administrative internships) will 23
24 also be excluded during the time such temporary appointment is in 24
25 effect. The DSAA will be notified promptly of any such temporary 25
26 administrative appointment. 26
27
28 3. Any other administrator in a full-time administrative position and on 28
29 a salary schedule other than that for teachers and nurses is also 29
30 excluded from the bargaining unit. 30
31
32 4. This agreement applies only to administrators in the bargaining unit. 32
33
34 B. 1. Fair Practices - The DSAA agrees to maintain its eligibility to repre- 34
35 sent all members of its bargaining unit by continuing to admit persons 35
36 to membership in the DSAA without discrimination on the basis of race, 36
37 creed, color, national origin, sex, handicapped, or marital status, 37
38 and to represent equally all members of the unit without regard to 38
39 membership in, or association with, the activities of any professional 39
40 organization. 40
41
42 2. Fair Practices - The Board agrees to continue its policy of not dis- 42
43 criminating against any administrator on the basis of race, creed, 43
44 color, national origin, marital status, sex, or organization affilia- 44
45 tion. 45
46
47 C. The DSAA and the Board recognize and respect the existence of the princi- 47
48 ples of Affirmative Action; however, the DSAA and/or the Board reserve 48
49 the right to challenge any proposed state or federal Affirmative Action 49
50 program which in their opinion violates the applicable legislation, the 50
51 collective bargaining agreement and/or valid practices and policies of 51
52 the DSAA or the Board. 52

1 D. The Board shall make available to the DSAA upon request such statistics 1
2 and financial information, related to the Dearborn Schools and in the 2
3 possession of the Board, but not readily available to the DSAA from other 3
4 sources, as are necessary for negotiation of collective bargaining agree- 4
5 ments. It is understood that this shall not be construed to require the 5
6 Board to compile information and statistics not already available, but 6
7 the DSAA shall have the right to examine such records and files as may be 7
8 necessary to provide the necessary information. However, whenever exami- 8
9 nation of records and files is required to compile information and sta- 9
10 tistics as requested by the DSAA, such examination shall be accomplished 10
11 by a work force consisting of an equal number of Board and DSAA represen- 11
12 tatives. Such examination shall be accomplished at a reasonable time 12
13 upon reasonable notice. 13
14

15 E. Agency Shop Provision 15
16

- 17 1. Any administrator who has been appointed to a position covered by this 17
18 master agreement, must sign and deliver to the Board an assignment 18
19 authorizing deduction of membership dues in the DSAA. Such authoriza- 19
20 tion shall continue in effect from year to year for the duration of 20
21 this Agreement unless revoked in writing between July 1 and June 30 of 21
22 any school year. 22
23
- 24 2. Any administrator, as recognized in the master agreement, who is not a 24
25 member of the DSAA in good standing or who does not make application 25
26 for membership within thirty (30) days from the date of appointment to 26
27 his/her administrative duties shall as a condition of employment pay a 27
28 representation fee to the DSAA provided, however, that the administra- 28
29 tor may authorize payroll deduction for such fee. In the event that 29
30 an administrator shall not pay such fee directly to the DSAA by the 30
31 fifteenth of each month or authorize payment through payroll deduc- 31
32 tions, the Board shall immediately notify the administrator of termi- 32
33 nation as an administrator, effective at the end of the present 33
34 contract year. The parties expressly recognize that the failure of 34
35 any administrator who is covered under this master agreement, to com- 35
36 ply with the provisions of this Article is just and reasonable cause 36
37 for discharge from employment. 37
38
- 39 3. The Board shall make available an authorization form which shall indi- 39
40 cate the amounts to be deducted and the manner in which they will be 40
41 deducted. 41
42

43 The procedure in all cases of discharge for violation of this Article 43
44 shall be as follows: 44
45

- 46 1. The DSAA shall notify the administrator of noncompliance by certi- 46
47 fied mail, return receipt requested. Said notice shall detail the 47
48 noncompliance and shall provide ten (10) working days for compli- 48
49 ance, and shall further advise the recipient that a request for 49
50 discharge will be filed with the Board in the event compliance is 50
51 not effected. A copy shall be sent to the Superintendent. 51
52
- 53 2. If the administrator fails to comply, the DSAA will file charges 53
54 in writing with the Board and shall request termination of the 54
55 administrator's employment. A copy of the notice of non-compli- 55
56 ance and proof of service shall be attached to said charges. 56
57

- 1 3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event
2 of compliance at any time prior to discharge, charges shall be
3 withdrawn. The DSAA in the processing of charges agrees not to
4 discriminate between various persons who may have refused to tender
5 the representation fee.
6
7
8

9 **ARTICLE II - ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES**
10

- 11 A. Administration of Collective Bargaining Contracts: It shall be the
12 responsibility of each administrator to administer equitably and properly
13 the provisions of all collective bargaining contracts entered into by the
14 Board of Education.
15
16 B. Pupil Assignments: Each building principal shall have the responsibility
17 to make a determination regarding each pupil's assignment within his or
18 her building. Determination shall be made in conformance with Board of
19 Education policies and administration rules and regulations.
20
21 C. Complaints: In order to encourage the harmonious and expeditious resolution
22 of complaints at the building level, it is agreed that no decision
23 shall be made before the administrator is notified of the complaint and
24 is given the opportunity to clarify the circumstances leading to the complaint.
25
26
27 D. Handling of Complaints: Parties to this agreement concur that complaints
28 shall be dealt with in the following manner:
29
30 1. When the Superintendent, or the Superintendent's designee, receives a
31 complaint from any individual against any administrator, the matter
32 will be referred directly to the administrator, and the Superintendent,
33 or the Superintendent's designee, will also alert all other
34 elements of administration who may be involved.
35
36 2. If the administrator is unable to resolve the complaint, the matter
37 should be referred, in writing, to the Superintendent, or the Superintendent's
38 designee, providing information concerning the complaint and
39 the administrator's position in the matter. Successful resolution of
40 the matter shall also be reported in writing to the Superintendent, or
41 the Superintendent's designee.
42
43 3. The Superintendent of Schools shall make the decision regarding any
44 further action that should be taken in regard to the matter.
45
46 E. Staff Selection and Assignment
47
48 The Board and school administration agree that all positions shall be
49 staffed by the most competent and qualified persons that can be procured
50 for them.
51
52 1. Each building principal or any other appropriate administrator shall
53 be informed concerning all personnel being considered for assignment
54 or reassignment to his or her building or department.
55

2. Each building principal or any other appropriate administrator shall be given the opportunity to make recommendations concerning such assignments.
3. It shall be considered sufficient opportunity if prior notice is sent to the building principal or other appropriate administrator's office or, during the summer, to his or her summer address informing him or her as to when the person's assignment may be discussed.
4. Each building principal shall have the right to determine within the constraints of contracts, board policies, and the guidelines of the Superintendent, each staff member's assignment within his or her building. In respect to departmental teachers, guidelines established by the Division of Educational Services will be observed.

F. Budget Allocations

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

G. Appointment to Administrative Positions

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

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

1. Each spring, not later than May 1, the Superintendent, through a written communication, will solicit any indication of preference for reassignment that current administrators may care to submit for the year ahead. Such preference for reassignment may express interest in lateral movement, promotion or demotion. It may indicate a general or particular interest. It may reflect a desire for a change of location, a change of work for either personal or professional reasons, or a career aspiration pattern.

It is understood that any administrator by his/her initiative may indicate; in writing, such a preference for a reassignment at any time.

2. When a vacancy occurs, the Superintendent may, using the above as part of his consideration, exercise the following options regarding the

filling of the vacancy: Voluntary transfers in grade---Voluntary demotions---Promotions.

It is understood that even if a vacancy is not existent, the Superintendent may initiate involuntary transfers for the good of the district.

3. Should the Superintendent prefer, he or she may initiate, through the Personnel Office, a notice of vacancy to be publicized in the school district by posting such notice in each school unit of the district and the various central administrative offices, and in such other manner as the Superintendent deems desirable. Such notices as are sent to a building or department shall include sufficient copies to allow for distribution to each DSAA member in the building/department.
4. Any DSAA bargaining unit member may apply in writing and be considered for vacancies for which he or she is qualified and certified. A minimum of five school (work) days shall be allowed for applications to be received from any applicant. During the summer months when school is not in session, notice of the vacancy will be mailed by the Personnel Department to each administrator who is not on duty. The mailing address will be that which is provided by the employee for the summer months. A notice of vacancy will be mailed to the office of the President of the Dearborn Schools Administrators' Association or to the address provided by the President.
5. A Screening Committee will review all such applications and make recommendations to the Superintendent regarding appointment.
6. Temporary appointments may be made by the Superintendent on an emergency or interim basis. The temporary appointee shall be considered for continuing appointment only in the same manner and on the same basis as other applicants for continuing appointment. A position may not be filled on a temporary basis beyond the end of the contract ending date of the position unless consultation with the DSAA has taken place. The President shall be informed prior to the announcement of any temporary assignments.

H. Administrator's Personnel File

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

I. Evaluation

1 It is understood that each administrator will be evaluated on a regular 1
2 basis. Processes for revision of evaluation instruments or procedures 2
3 will include opportunity for input from a wide range of administrative 3
4 perspectives and experiences. 4
5

6 J. Due Process in Disciplinary Demotions 6 7

- 8 1. Definition: A disciplinary demotion is a movement from a position in 8
9 one pay grade to a position in a lower pay grade (within or outside of 9
10 the bargaining unit) based on some deficiency in the administrative 10
11 performance or capability. 11
12
- 13 2. Whenever possible, problems should be resolved through informal dis- 13
14 cussion with the administrator involved. 14
15
- 16 3. If a problem persists, the administrator will be given written notice 16
17 by his or her immediate supervisor of the inadequacies in question, 17
18 together with recommendations for improvement. 18
19
- 20 4. If the inadequacies are not corrected within a reasonable time (nor- 20
21 mally sixty calendar days, but this period may be shorter or longer 21
22 dependent on the circumstances) the administrator's immediate supervi- 22
23 sor or the Superintendent will present a written recommendation for 23
24 demotion to the Board specifying the reasons and will provide a copy 24
25 to the administrator involved and to the DSAA. 25
26
- 27 5. The administrator will be given a hearing with the Board before the 27
28 Board takes action on the recommendation for demotion. However, the 28
29 administrator may, in writing, waive his or her right to a hearing. 29
30
31 The decision of the Board will be final and not subject to the griev- 31
32 ance procedure. 32
33
- 34 6. Should the 90-day notice date for non-renewal of administrative con- 34
35 tract provided for in Public Act 247 occur while the above procedure 35
36 is in process, the Board may give such notice on non-renewal but the 36
37 effect of such notice will be dependent on the final outcome of this 37
38 procedure. 38
39

40 K. Reduction and Recall of Staff 40 41

- 42 1. If in the Superintendent's opinion, it is ever necessary to reduce the 42
43 administrative staff within a particular classification, the best 43
44 qualified people in the particular classification shall be retained. 44
45 Classification in respect to the provisions of this section of the 45
46 contract shall consist of the following: Elementary building adminis- 46
47 tration; Junior High building administration; Senior High building 47
48 administration; and Central Office administration. 48
49
- 50 2. The Superintendent will select for retention within a given classifi- 50
51 cation those administrators with the greatest district-wide adminis- 51
52 trative experience, unless in his or her deliberative judgment, other 52
53 considerations supersede. Such other considerations may include, but 53
54 are not limited to: the quality of the administrative service expe- 54
55 rience; the length and quality of administrative service in the 55
56 grade/classification/position; possession of valid certification or 56
57 appropriate training; the requirements of the position(s) to be 57
58 filled; evidence of professional growth. 58

1 If the retention of those with the greatest administrative service can 1
2 be advanced, and the educational needs of the district can best be 2
3 served, the considerations of the Superintendent shall not exclude 3
4 movement between classifications. 4
5

- 6 3. Should it become necessary to reduce the number of administrators 6
7 employed by the Board, the Superintendent of Schools will first inform 7
8 the DSAA of the reasons for and the effect of such reductions. 8
9
10 4. Administrators who are on Board approved leaves of absence at the time 10
11 staff reductions are to be determined will be considered on the same 11
12 basis as administrators currently on duty. 12
13
14 5. If the administrator(s) to be retained are of less administrative 14
15 service than those to be released, the Superintendent will, on 15
16 request, explain confidentially and privately to the DSAA and 16
17 administrator(s) to be released the reason(s) for his or her decision. 17
18
19 6. The matter of the reduction and recall of staff shall be subject to 19
20 the grievance procedure only in respect to observance of process. 20
21
22 7. Any administrator relieved of his or her duties because of reduction 22
23 of staff shall be offered the next administrative opening for which he 23
24 or she is certified and qualified. It is understood that in the event 24
25 a position is abolished, the Superintendent shall offer the adminis- 25
26 trator the next vacant administrative position for which he or she is 26
27 certified and qualified. The Superintendent is obligated to offer 27
28 only one administrative opening to an administrator who is on laid off 28
29 status. A laid off administrator's refusal to accept the first vacant 29
30 administrative position offered relieves the Superintendent of the 30
31 obligation of offering that administrator additional administrative 31
32 positions. 32
33

34 L. Administrative Reorganization, Reclassification or Reassignment 34
35

- 36 1. The Superintendent will consult with the DSAA no later than three 36
37 working days prior to reorganization, reclassification, or reassign- 37
38 ment of the administrative staff or the creation of new positions 38
39 unless, in his/her judgment, an emergency situation requires immediate 39
40 action, of a temporary nature, in which case he or she will discuss 40
41 this situation with the DSAA as soon as his or her schedule will 41
42 allow. 42
43
44 2. It is understood that such consultation is for the purpose of pro- 44
45 viding the Superintendent with insight regarding the decisions he or 45
46 she must make that might not otherwise be readily available. 46
47
48 3. Persons excluded from the unit in Section I.A.1. shall be able to 48
49 enter or re-enter the unit in the event of an administrative reorgan- 49
50 ization or demotion upon consultation with the DSAA. 50
51

- 52 M. The Superintendent shall be responsible for the assurance on continuity 52
53 of service in the event of the extended absence of an administrator. The 53
54 Superintendent or a designee shall, in consultation with the DSAA, 54
55 appoint within 10 working days an appropriate administrator to assume the 55
56 responsibilities of the position. Ten working days shall be defined as 56
57 within 10 working days of the first day of absence or within 10 working 57
58 days of awareness of the absence, whichever is later. 58

- N. Responsibility for leadership in curriculum development and implementation shall rest with the appropriate district and/or building administrator who serves as an extension of the Division of Educational Services. It is understood that the continued involvement of teachers in the development, implementation and revision of curriculum is essential.
- O. Building administrators will bear the responsibility to request instructional and non-instructional substitutes in a manner prescribed by Board policies and/or administrative regulations.
- P. The Board will continue to provide administrators with the opportunity to offer input relative to negotiations prior to the inception of negotiations.

ARTICLE III - BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and shall also include all traditional Board of Education rights under arbitral law.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE IV - LEAVES

- A. Definition: A leave is a Board approved absence without pay (except for sabbatical), granted to the administrative staff with provisions for certain rights and responsibilities before, during, and following such absences.
- B. Requests: In order for a leave request to be given consideration, it must be submitted to the Personnel Office in writing, and within prescribed time limits if applicable for the type of leave requested.
- C. Expiration: A leave may be rescinded or terminated before the normal expiration date only by mutual agreement between the administrator and the Board.
- D. Payments: Except as specifically provided, no payment of any kind will be made to or for any administrator while on a leave covered by this agreement.
- E. Return: An administrator will be eligible to return to his or her school or position after a leave of one year or less and to a comparable position after a leave longer than one year.
- F. Classification: Leaves will be classified as Professional, Personal, or Civic as follows:

1	1. Professional	1
2		2
3	a. Advanced Study	3
4	b. Sabbatical	4
5	c. Other Professional Leaves	5
6		6
7	2. Personal	7
8		8
9	a. Extended Health	9
10	b. Care of Immediate Family	10
11	c. Child Care	11
12	d. Other Personal Leaves	12
13		13
14	3. Civic	14
15		15
16	a. Military	16
17	b. Peace Corps	17
18	c. Educational Organization	18
19	d. Government Service	19
20		20
21	G. Professional Leaves	21
22		22
23	1. General Provisions	23
24		24
25	a. Upon return from Professional Leave during which the conditions of	25
26	such leave have been fulfilled, an administrator shall receive any	26
27	regular scheduled salary increases granted administrators in ser-	27
28	vice, including increments, and shall also be subject to any gener-	28
29	al salary adjustments which may be effected.	29
30		30
31	b. Request for extension of leave of absence must be made in writing	31
32	by November 1 or March 1 for the final semester of the leave.	32
33	Failure either to secure extension of leave or to return to employ-	33
34	ment upon termination of leave will constitute termination of	34
35	employment.	35
36		36
37	c. Accumulated benefits are carried forward from the effective date of	37
38	leave of absence and are credited upon return to employment at the	38
39	termination of the leave. Payment for accumulated leave days may	39
40	not be granted during the term of such leave.	40
41		41
42	d. Administrators who have been on a Professional Leave shall be eli-	42
43	gible for another Professional Leave three years after their	43
44	return.	44
45		45
46	e. Application for Professional Leave shall be filed in the Personnel	46
47	Office not later than March 1 or November 1 preceding the semester	47
48	that the leave shall become effective.	48
49		49
50	f. Notices received relative to opportunities for Professional Leaves	50
51	shall be made available to administrators by the Superintendent or	51
52	the designee.	52
53		53
54	2. Advanced Study Leave	54
55		55

1	a. Any administrator with a minimum of two years of active service as	1
2	an administrator in the Dearborn School System may be granted a	2
3	leave of absence without pay for advanced study for a period not to	3
4	exceed one year, upon the recommendation of the Superintendent.	4
5	Any extension of time shall be made only by special action of the	5
6	Board.	6
7		7
8	b. Upon return from Advanced Study Leave the administrator shall sub-	8
9	mit a report to the Superintendent. If an abuse of the leave's	9
10	purpose is apparent, it will be treated as a personal leave with no	10
11	increment accruing.	11
12		12
13	3. Sabbatical Leave	13
14		14
15	a. Sabbatical Leave shall be interpreted as leave from active duty	15
16	granted to any administrator after seven consecutive years of	16
17	active service in Dearborn, no less than two (2) years of which	17
18	must have been administrative, for the purpose of improving	18
19	instruction in the Dearborn Public Schools. (Military Leaves or	19
20	Peace Corps Leaves shall be counted as active service). Sabbatical	20
21	Leave may be granted for one year or for one semester as may be	21
22	recommended by the Superintendent and approved by the Board.	22
23		23
24	b. Leave granted for professional study, for work on publications, for	24
25	travel combined with study, or for any other reasons which, in the	25
26	opinion of the Superintendent, will improve instruction in the	26
27	Dearborn Public Schools or will improve the efficiency of an admin-	27
28	istrator, shall be considered consistent with the purposes of Sab-	28
29	batical Leave.	29
30		30
31	c. Remuneration to administrators granted such leave shall be at the	31
32	rate of one half the current salary, at the time the leave begins.	32
33		33
34	d. Not more than two members of the administrative staff may be grant-	34
35	ed sabbatical leave in any one year.	35
36		36
37	e. In determining recommendations on requests for sabbatical leaves	37
38	the Superintendent will consider the following:	38
39		39
40	(1) The extent of the applicant's professional study, growth, con-	40
41	tribution and successful service during the preceding seven	41
42	years.	42
43		43
44	(2) The extent to which plans submitted for use of time while on	44
45	leave are definite and educationally constructive.	45
46		46
47	(3) Length of period of active administrative service in Dearborn	47
48	Schools.	48
49		49
50	f. Upon return from Sabbatical Leave the administrator shall submit a	50
51	report to the Superintendent.	51
52		52
53	g. An administrator, upon completion of a Sabbatical Leave, shall	53
54	return to the Dearborn Public Schools for a period of one school	54
55	year.	55
56		56
57	h. An administrator not returning to the Dearborn Public Schools for	57
58	the period of one school year upon completion of Sabbatical Leave	58

1 shall, except in the event of his or her death while on leave, 1
2 reimburse the Dearborn Board of Education for all monies received 2
3 from it and the cost of all insurance benefits provided by it. 3
4 4

5 4. Other Professional Leaves 5
6 6

7 Requests for Professional Leaves not specifically referred to in this 7
8 agreement will be forwarded to the Personnel Office for consideration. 8
9 9

10 H. Personal Leaves 10
11 11

12 1. General Provisions 12
13 13

- 14 a. Personal Leaves may be granted to administrators upon request sub- 14
15 ject to the approval of the Superintendent and the Board. 15
16 16
17 b. Requests for Personal Leave should be submitted in writing to the 17
18 Personnel Office, accompanied by appropriate documentation as indi- 18
19 cated by the specific type of Personal Leave. 19
20 20
21 c. An administrator who returns from Personal Leave of absence shall 21
22 receive, during the subsequent school year, the salary of the imme- 22
23 diate next step above that he/she occupied in the last year of 23
24 active service. 24
25 25
26 d. Request for extension of Personal Leave or notice of intention to 26
27 return must be made in writing to the Personnel Office March 1 and 27
28 November 1 prior to the end of the final semester of the leave 28
29 unless circumstances clearly preclude opportunity for such notice. 29
30 Failure to request extension or submit intention to return will 30
31 constitute termination of the leave. Failure either to secure 31
32 extension of leave or to return to employment upon termination of 32
33 leave will constitute termination of employment. 33
34 34
35 e. Return from Personal Leave shall be at the beginning of a school 35
36 year or semester, unless other arrangements can be made to the 36
37 mutual satisfaction of the administrator and the Superintendent. 37
38 38
39 f. Accumulated benefits are carried forward from the effective date of 39
40 leave of absence and are credited upon return to employment in the 40
41 termination of the leave. Payment for accumulated leave days may 41
42 not be granted during the term of such a leave. 42
43 43

44 2. Extended Health Leave 44
45 45

- 46 a. Leave may be granted based upon mental or physical illness of an 46
47 administrator. 47
48 48
49 b. Request for Extended Health Leave shall be accompanied by a written 49
50 statement from the attending physician indicating basis for leave 50
51 request. 51
52 52
53 c. Requests for return from Extended Health Leave must be accompanied 53
54 by a written statement from the attending physician stating the 54
55 administrator's fitness to return to employment. 55

1 3. Care of Family Leave 1

2
3 a. Leave may be granted to administrators to care for ill members of 2
4 the immediate family. The immediate family shall be construed to 3
5 include husband, wife, children, father, mother, brother, sister, 4
6 grandparents, aunt, uncle, close relative-in-law, or close associ- 5
7 ate. 6
8

9 b. Request for Care of Family Leave shall be accompanied by sufficient 9
10 proof of necessity for leave, including a statement from the 10
11 attending physician. 11
12

13 4. Child Care Leave 13

14
15 a. An administrator who is also a tenure teacher who gives birth to a 15
16 child, adopts a child, assumes the legal responsibility of a child, 16
17 or acquires a child by marriage is eligible for Child Care Leave. 17
18

19 b. Request for Child Care Leave shall be submitted in writing to the 19
20 Personnel Office ninety (90) days prior to the date leave is to 20
21 begin, unless circumstances clearly preclude opportunity for such 21
22 notice. 22
23

24 c. Child Care Leave, when granted, shall initially be for whatever 24
25 portion remains of the school year in which a leave begins, or for 25
26 the entirety of the school year with which leave begins. Such 26
27 initial leave shall be subject to not more than two (2) annual 27
28 one-year renewals. 28
29

30 d. Request for renewal must be made to the Personnel Office in writing 30
31 at least ninety (90) days before the end of the semester with which 31
32 the leave will expire. 32
33

34 e. Return from Child Care Leave, other provisions of this contract 34
35 notwithstanding, will be to a comparable position in the Dearborn 35
36 Public Schools not later than two (2) years from the end of the 36
37 school year in which leave began. Failure to request renewal, 37
38 and/or failure to notify the Personnel Office in writing of intent 38
39 to return, at least ninety (90) days prior to the end of the final 39
40 semester of leave, in response to notification by the Personnel 40
41 Office, will constitute termination of employment. 41
42

43 f. A return from Child Care Leave prior to the expiration of the leave 43
44 shall occur only with the consent of the administrator and with the 44
45 approval of the Superintendent. 45
46

47 5. Other Personal Leaves 47

48
49 Requests for Personal Leaves not specifically referred to in this 49
50 agreement will be forwarded to the Personnel Office for consideration. 50
51

52 I. Civic Leaves 52

53
54 1. Military and Peace Corps Leaves 54

55
56 a. Any regular employee of the Dearborn 'Public Schools' administrative 56
57 staff who may enlist or be conscripted into the Defense Forces of 57
58 the United States for military service or training or into the 58

1	Peace Corps shall be reinstated as a regular employee in the	1
2	Dearborn Schools' administrative staff with full credit including	2
3	the annual increment(s) under the administrative salary schedule.	3
4	It shall be understood that satisfactory completion of leave	4
5	requirements shall be considered the same as an acceptable rating	5
6	in the evaluation procedure.	6
7		7
8	b. Requests for return from leave must be made in writing by	8
9	November 1 or March 1 of the final semester of the leave.	9
10		10
11	c. Military Leave shall not extend beyond the time of the original	11
12	enlistment or beyond the time necessary to discharge the employee's	12
13	military obligation.	13
14		14
15	d. Accumulated benefits are carried forward from the effective date of	15
16	leave of absence and are credited upon return to employment at the	16
17	termination of the leave. Payment for accumulated leave days may	17
18	not be granted during the term of such leave.	18
19		19
20	2. Governmental Service or Educational Organization Leave	20
21		21
22	a. Upon approval of the Board of Education, an administrator may be	22
23	allowed to serve the term of office to which elected, re-elected,	23
24	appointed, or reappointed at any level of government or to a posi-	24
25	tion with a recognized education organization at the state or	25
26	national level, provided such position is full-time and, further,	26
27	provided that such leave need not be extended beyond four years.	27
28	The administrator shall notify the Board upon being selected for	28
29	such office and in no case will the administrator take leave of his	29
30	or her administrative duties unless at least 15 working days will	30
31	have been provided to locate a replacement.	31
32		32
33	b. Notification of the administrator's return from such leave shall be	33
34	made in writing to the Personnel Office by November 1 or March 1	34
35	for the final semester of the leave.	35
36		36
37	c. An administrator on such leave shall receive no pay from the	37
38	Dearborn Board of Education.	38
39		39
40	d. An administrator returning from such leave after a period of less	40
41	than one year shall be placed on the salary step which would have	41
42	been attained had leave not been taken.	42
43		43
44	e. An administrator who returns from this type of leave of absence	44
45	shall receive, during the subsequent school year, the salary of the	45
46	immediate next step above that he/she occupied in the last year of	46
47	active service.	47
48		48
49	f. Accumulated benefits are carried forward from the effective date of	49
50	leave and credited upon return to employment at the termination of	50
51	the leave. Payment for accumulated leave days may not be granted	51
52	during the term of leave.	52
53		53
54	3. Temporary Military Leave	54
55		55

1 When an administrator must take a Temporary Military Leave (not to
2 exceed 14 school days) during the school year, the Dearborn Board of
3 Education shall compensate the administrator involved for the differ-
4 ence between the administrative pay for the period of service and the
5 military pay for the weekdays of military service during the school
6 year, and shall provide a substitute for his position, if necessary.
7 Satisfactory arrangements shall be made prior to the leave and in
8 conference with the Superintendent so that vital administrative staff
9 functions remain uninterrupted.

10
11
12 **ARTICLE V - ABSENCES OTHER THAN LEAVES**
13

14 A. Personal Illness

- 15
16 1. All administrators shall earn one and one-half days per month for
17 illness, emergencies, and funerals. (41 weeks--15 days; 43
18 weeks--15-1/2 days; 45 weeks--16-1/2 days; 48 weeks--18 days).
19
20 2. All earned but unused sick days shall be allowed to accumulate. The
21 annual yearly allowance shall be advanced in addition to the total
22 accumulated days above.
23
24 3. Upon severance of employment, an administrator credited with sick
25 leave allowance in advance of service shall reimburse the Board for
26 all sick leave days used but not yet earned.
27
28 4. The administration will consider a request for additional sick leave
29 days from an administrator who has used up his or her sick leave days.
30 Such request should be addressed to the Superintendent and shall be
31 subject to the approval by the Board. Such consideration and the
32 resultant decision shall be solely an administrative decision and not
33 subject to the grievance procedure.
34
35 5. An administrator who has run out of sick leave and who is temporarily
36 separated from work shall be considered to be on temporary medical
37 absence for a period not to exceed two (2) months during which time
38 the district shall continue payment of Blue Cross and Blue Shield and
39 life insurance benefits. An administrator who returns to work cannot
40 exercise this option again during the same school year.
41
42 6. The Board agrees to extend Blue Cross-Blue Shield cash payment privi-
43 leges for at least 4 months to those administrators whose sick leave
44 has been expended and who have been temporarily separated from work
45 for a period of two months. The administrator must make the monthly
46 payment to the Board in advance of the due date or he/she shall for-
47 feit his/her rights under this provision.
48
49 7. An administrator who is absent for fifteen or more consecutive work
50 days will, upon request of the Personnel Office, furnish a physician's
51 statement certifying the administrator's physical capability to return
52 to work. Should such a statement not be available as a result of the
53 administrator's treatment during the period of absence and/or prove
54 not to be available without additional cost to the administrator, the
55 Board will bear the expense of the procurement of such a required
56 certification.

1	B. Personal Business	1
2		2
3	1. Each administrator will be granted up to two days per year for Personal Business. These days are provided for the administrator to take care of important personal matters that cannot be taken care of outside of the regular school day. Request must be made in advance to the Superintendent or the designee.	3
4		4
5		5
6		6
7		7
8		8
9	2. The Personal Business Day is not to be the first or last day of a school semester or the day preceding or following a vacation or holiday while school is in session unless approved by the Superintendent. Any unused Personal Business Days shall be added to the administrator's accumulated sick days.	9
10		10
11		11
12		12
13		13
14		14
15	C. Emergencies	15
16		16
17	All administrators shall be allowed leave for emergencies. Emergencies under the above policy shall be construed to be:	17
18		18
19	1. Quarantine of administrator or administrator's living quarters.	19
20		20
21		21
22	2. Death in the immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relatives-in-law, or close associates.)	22
23		23
24		24
25		25
26		26
27	3. Required court appearance, not to exceed ten (10) days in any one school year.	27
28		28
29		29
30	4. To provide care for a member of the family when no other arrangements are possible, not to exceed ten (10) days in any one school year.	30
31		31
32		32
33	5. Such days, designated as emergencies, shall be deducted from the accumulated sick leave of the administrator.	33
34		34
35		35
36	6. Any request for an extension of time with regard to Items 3 and 4 above shall be made in writing to the Superintendent and shall be subject solely to his or her approval.	36
37		37
38		38
39		39
40	D. Religious Observance	40
41		41
42	All administrators shall be granted such days as may be required by their religion for holy observance and abstention from work. Such days shall be deducted from sick leave accumulation.	42
43		43
44		44
45		45
46	E. Holidays	46
47		47
48	Holidays recognized by the Board shall not be deducted from the administrator's sick leave accumulation.	48
49		49
50		50
51	F. Jury Duty	51
52		52
53	Administrators shall be allowed to serve on juries during the regular school year when required to do so and there will be no financial penalty attached to such service.	53
54		54
55		55

1 G. Catastrophes 1

2
3 No administrator will suffer loss of pay or deduction from leave days in 3
4 the event a general catastrophe (such as extremely severe snowstorm) 4
5 makes it impossible to report. Existence of catastrophe will be deter- 5
6 mined by the Superintendent. 6
7

8 H. Other Absences 8

9
10 Absences during the school year for reasons other than those listed in 10
11 this section will not be permitted unless requested in writing in advance 11
12 by the administrator and approved by the Superintendent or the designee. 12
13

14
15 **ARTICLE VI - DETERMINATION OF INCAPACITY** 15

16
17 Any administrator may be required to take involuntary leave when it has 17
18 become apparent to the Superintendent that the individual is no longer able 18
19 to physically and/or mentally to discharge the duties of his/her position in 19
20 a competent professional manner. 20
21

22 A. Upon recommendation of the Superintendent and the approval of the Board, 22
23 the Superintendent may request in writing that any administrator take a 23
24 physical or mental examination at Board expense, the result of which may 24
25 be used for determining involuntary leave. 25
26

27 B. When an examination is requested, a report of three physicians shall be 27
28 required; one physician shall be selected by the employee, one selected 28
29 by the Board, and a third one shall be mutually agreed upon by both par- 29
30 ties. Upon request, a copy of the report from the three physicians shall 30
31 be submitted to the administrator. 31
32

33 C. The written request may be made by the Superintendent as often as is 33
34 deemed essential to the physical or mental welfare of the individual 34
35 administrator involved. 35
36

37 D. The administrator requesting return from involuntary leave may return 37
38 only upon the recommendation of the Superintendent following a reexamina- 38
39 tion according to the procedures outlined in Item B, and by approval of 39
40 the Board. 40
41

42 E. Reinstatement will occur no later than the beginning of the semester 42
43 following the approval of the Superintendent's recommendation. 43
44

45 F. No increment credit for such leave shall be allowed in the salary sched- 45
46 ule. 46
47

48
49 **ARTICLE VII - GRIEVANCE PROCEDURE** 49

50
51 A. Definition of Grievance 51

52
53 A grievance is an allegation of violation, misapplication or misinterpre- 53
54 tation of some specific provision(s) of this contract. 54
55

56 B. Statement of Basic Principles 56

1 Administrators who feel aggrieved as a result of the violation, misappli- 1
2 cation or misinterpretation of specific provision(s) of this contract 2
3 shall pursue the following procedure: 3
4

5 Step 1 - The administrator shall meet the appropriate director, within 5
6 ten (10) work days following the event prompting the grievance. 6
7 If the matter is not resolved, the issue shall be reduced to 7
8 writing and shall be recorded on the grievance form available 8
9 from the DSAA President, and referred to the next step within 9
10 five (5) work days after the meeting. 10
11

12 Step 2 - The Superintendent, or the designee, shall meet with the admin- 12
13 istrator within fifteen (15) work days after receipt of the 13
14 grievance at this level. The Superintendent, or the designee, 14
15 shall answer in writing within five (5) work days following the 15
16 meeting. If the matter is not resolved, it shall be referred to 16
17 the next step by the aggrieved administrator within five (5) 17
18 work days of the administrator's receipt of the Superintendent's 18
19 (or designee's) written answer. 19
20

21 Step 3 - A hearing with the Board must be granted within thirty (30) 21
22 calendar days following receipt of the written grievance at this 22
23 level. The Board shall communicate its decision in writing 23
24 within ten (10) days of the hearing. 24
25

26 Step 4 - If the DSAA is dissatisfied with the decision of the Board of 26
27 Education, the DSAA may refer the matter to arbitration by 27
28 delivering written notice of its desire to arbitrate to the 28
29 President of the Board of Education and the American Arbitration 29
30 Association within 20 working days after the DSAA's receipt of 30
31 the decision of the Board of Education. The arbitrator shall be 31
32 selected and the arbitration shall be conducted, under the rules 32
33 of the American Arbitration Association. The fees and expenses 33
34 of the arbitrator shall be borne by the losing party. The arbi- 34
35 trator shall confine the decision to the sole question of wheth- 35
36 er or not there has been a violation of this Contract. The 36
37 arbitrator shall give no opinion with respect to any matter left 37
38 by this agreement or by law to the discretion of the Board of 38
39 Education or administration. 39
40

41 The arbitrator's award shall be final and binding on the Board 41
42 and the D.S.A.A. and any Administrators involved unless the 42
43 Board of Education, by vote of at least two-thirds (2/3) of its 43
44 members taken within 15 working days after receipt of the arbi- 44
45 trator's decision, shall elect to treat the award as advisory 45
46 rather than final or binding. In such event the award shall not 46
47 be final and binding but shall be advisory only, and shall be 47
48 considered final for purposes of exhausting the administrative 48
49 process provided herein. 49
50

51 At any step in the grievance procedure, representatives from the DSAA may 51
52 be present. A grievance not initiated, or taken from one step to the 52
53 next, within the time limits above specified, shall be barred. A griev- 53
54 ance not answered within the time limits above specified may be referred 54
55 by the administrator to the next step within the same time limits as 55
56 would have pertained had the grievance been timely answered. Time limits 56
57 may be extended by mutual written agreement. 57

1 ARTICLE VIII - CONFERENCES, WORKSHOPS, SEMINARS, AND PROFESSIONAL MEETINGS 1

2
3 Conferences, workshops, conventions, and visitation days offer valuable 3
4 inservice opportunities to administrators; therefore, a reasonable number of 4
5 administrators within the limitations of budget appropriations, should be 5
6 encouraged to attend same. 6
7

8 A. Educational and Professional Meetings 8
9

- 10 1. Administrator requests to attend meetings are to be submitted in the 10
11 proper form by the fourth Friday in September. Late requests will be 11
12 considered on their merits. 12
13
14 2. Requests must be submitted to the designated administrator for approv- 14
15 al to attend. 15
16
17 3. An individual administrator may attend a maximum of four conferences. 17
18 Of these only three will be supported by the conference account and 18
19 within budget limitations established. 19
20
21 4. It is understood that not more than six (6) administrators shall be on 21
22 conference leave at any one time. However, such limitation may be 22
23 increased or decreased upon the approval of the Superintendent or the 23
24 designee. 24
25
26 5. The full cost of the nearest route by air coach will be paid for trips 26
27 of more than 200 miles round trip. 27
28

29 B. Conference Related to Civic Participation 29
30

31 Employees serving as active members of civic or charitable committees and 31
32 organizations shall be granted reasonable opportunity to attend a related 32
33 convention. No expense incurred shall be reimbursed in such instances by 33
34 the Board; however, there will be no loss of pay to the individual. 34
35

36 C. Professional Organizations Meetings 36
37

38 Employees serving as delegates to professional organizational meetings 38
39 and conventions concerned primarily with internal affairs of the profes- 39
40 sional organization shall be permitted to attend such convention without 40
41 loss of pay to the individual but no expense incurred shall be reimbursed 41
42 in such instances by the Board. 42
43

44 D. Visitation Days 44
45

- 46 1. Upon approval of the appropriate director, days for visitation for 46
47 administrators to educational or related institutions may be granted 47
48 during the year. 48
49
50 2. Current transportation allowance will be paid. 50
51

52 E. The practice of establishing a committee, composition of which includes 52
53 members of the DSAA bargaining unit, for the purpose of determining 53
54 guidelines for the distribution of funds will be continued. 54

1 **ARTICLE IX - INSERVICE COURSES AND/OR WORKSHOPS** 1

- 2 2
- 3 A. The Board shall pay tuition for an administrator who attends an approved 3
- 4 inservice class, workshop, seminar or training session. 4
- 5 5
- 6 B. Administrators who participate, with approval, in an inservice class, 6
- 7 workshop, seminar or training session for which teacher members receive 7
- 8 remuneration, shall likewise receive the same compensation for their 8
- 9 involvement, unless the individual administrator waives the right of such 9
- 10 pay by failure to sign the attendance sheet. Waiver of pay shall in no 10
- 11 way inhibit full participation in the activity. 11
- 12 12
- 13 C. Professional Improvement Reimbursement. 13
- 14 14

15 The DSAA recognizes it is the expectation of the Dearborn School system 15

16 that members of the organization will constantly update their training 16

17 based upon current educational research. The association members are 17

18 further cognizant that the district expectation is that administrators 18

19 maintain active memberships in professional associations, seek out and 19

20 participate in inservice activities, to maintain and improve their effec- 20

21 tiveness as professional educators. The DSAA leadership will encourage 21

22 its members to meet the system's expectation through the use of the pro- 22

23 fessional improvement funding and active participation in voluntary dis- 23

24 trict inservice programs. 24

25 25

- 26 1. The Board agrees to allocate 1/10 of 1% of the base salary payroll 26
- 27 (not to exceed \$3,200) for reimbursing administrators for academic 27
- 28 courses or reimbursing registration fees to approved educational semi- 28
- 29 nars. Reimbursement for academic courses will be at the rate of 29
- 30 \$60.00 per term credit hour or \$90.00 per semester hour for actual 30
- 31 tuition expenses for courses completed during the contract year. 31
- 32 Approved educational seminars will be reimbursed at 50% of the regis- 32
- 33 tration fee not to exceed \$90.00 for any one individual during the 33
- 34 contract year. Individuals receiving reimbursement for academic cred- 34
- 35 its are not eligible for seminar reimbursement. Individuals shall be 35
- 36 eligible for only one professional improvement reimbursement per con- 36
- 37 tract year. 37
- 38 38
- 39 2. The academic courses completed must be toward an M.A., Ed.S., Ed.D., 39
- 40 or Ph.D. degree or be within or related to the field in which the 40
- 41 administrator is or may be assigned. Academic courses completed must 41
- 42 be from an accredited college or university. Educational seminar 42
- 43 content must relate to the area of the administrators current assign- 43
- 44 ment and approval must be given by the Executive Director for Educa- 44
- 45 tional Services prior to attendance to be eligible for reimbursement. 45
- 46 46
- 47 3. In order to receive reimbursement for academic courses, an individual 47
- 48 must submit a transcript to the Personnel Office on or before Septem- 48
- 49 ber 30th of the following year. Seminar fee reimbursement will be 49
- 50 submitted on or before September 30th of the following year. A vali- 50
- 51 dated receipt showing exact amount of registration fee paid must be 51
- 52 submitted with the request for seminar reimbursement. Payment will be 52
- 53 made within 30 days after the filing deadline. 53
- 54 54

- 1 4. In the event the total of the requests for reimbursement exceeds the 1
2 amount allocated, payments to each administrator shall be reduced in 2
3 proportion to the amount by which the total request exceeds the allo- 3
4 cation. 4
5
6

7 **ARTICLE X - CLASSIFICATION OF ELEMENTARY SCHOOL PRINCIPAL ASSIGNMENTS** 7
8

- 9 A. There will be one salary classification for elementary principals. 9
10 B. Salary grade designation shall be at grade 5 (41-weeks). 10
11 C. Principals of elementary buildings which contain 400-549 students will 11
12 receive a stipend of \$1,000. Principals of elementary buildings with 550 12
13 or more pupils will receive \$1,250. 13
14 D. Stipends will be calculated on the official fourth Friday count each 14
15 year. Any salary adjustment based upon gain or loss of students will be 15
16 made in the February salary payment. 16
17
18
19
20
21

22 **ARTICLE XI - ADMINISTRATIVE FULFILLMENT OF PROFESSIONAL DUTIES** 22
23

24 In order to attain ultimate efficiency in the operation of the District's 24
25 schools and to provide the best possible educational program to the pupils 25
26 served thereby, it is essential for administrators to work a schedule which 26
27 reasonably permits the flexibility necessary for the achievement of such 27
28 goals. Such a schedule will, at times, involve work in and out of the 28
29 school building and, at times, frequently outside the regular school day. 29
30 Administrators will be permitted reasonable discretion in scheduling their 30
31 hours of work, provided such discretion is exercised in a manner consistent 31
32 with school and/or district programs and aims. 32
33
34

35 **ARTICLE XII - ADMINISTRATIVE WORK YEAR** 35
36

37 The standard work year shall be that number of weeks provided by past prac- 37
38 tice and published in the Salary Schedule within this contract. 38
39

- 40 A. The work year of the 41-week administrator will start nine (9) days 40
41 before the school calendar begins and end five (5) days after the comple- 41
42 tion of the school calendar (or at the conclusion of the day on June 30 42
43 whichever comes first). 43
44

45 One (1) additional day will be scheduled as a work day during the period 45
46 from July 1 to the nine (9) days prior to the week that the school calen- 46
47 dar begins. This day shall be at the individual administrator's discre- 47
48 tion, however, the date shall be forwarded to the Office of the Associate 48
49 Superintendent for Educational Services in June prior to the completion 49
50 of the five-day work period following the completion of the school calen- 50
51 dar. 51
52

53 It is recognized that individual administrators may be on call during the 53
54 summer for staffing interviews or other matters of critical importance to 54
55 the administrator. 55

- 1 B. All DSAA members who are not classified as 41-week administrators will 1
 2 receive the 4th of July as a paid holiday. 2
 3 3
 4 C. All 45-week administrators will receive twenty-two relief days during the 4
 5 summer. 5
 6 6
 7 D. All 48-week administrators will receive ten relief days during the sum- 7
 8 mer. 8
 9 9
 10 E. The dates on which the relief days will be taken will be subject to the 10
 11 prior written approval of the immediate supervisor. 11
 12 12
 13 F. Individual exceptions and/or adjustments may be granted with the prior 13
 14 written approval of the immediate supervisor. 14
 15 15
 16 G. A relief day is defined as a week day during the summer on which work is 16
 17 not expected. Administrators will not be called to work on Saturdays or 17
 18 Sundays which fall immediately before or after relief days on Friday or 18
 19 Monday. 19
 20 20
 21 H. It is agreed that on "Mid-Winter Recess Day(s)" the responsibility of the 21
 22 administrator shall be to attend any scheduled, school-related, extra- 22
 23 curricular function being held within the individual's respective area of 23
 24 responsibility. 24
 25 25
 26 Beyond this, the administrator's responsibility shall be limited to those 26
 27 emergency situations that may arise. 27
 28 28
 29 29

30 **ARTICLE XIII - EXTENSION OF THE WORK YEAR** 30
 31 31

32 The Superintendent may, at his or her discretion, extend the work year of 32
 33 any administrator provided: 33
 34 34

- 35 A. The Superintendent has informed the president of the DSAA of the ration- 35
 36 ale for such an extension of the work year. 36
 37 37
 38 B. Ample notice is given so that the administrator can make any necessary 38
 39 revision of his or her personal plans. 39
 40 40
 41 C. The annual salary of any administrator whose work year is extended is 41
 42 increased by an amount proportional to the extension of the work year. 42
 43 43
 44 44

45 **ARTICLE XIV - SUMMER SCHOOL PRINCIPAL PAY** 45
 46 46

47 The pay for a summer school principal, when, as, or if one should be 47
 48 required, is based on his or her contract salary for the preceding contract 48
 49 year ending June 30. The amount paid is the per diem pay times the number 49
 50 of duty days (days worked) during the summer period. 50
 51 51

52 In computing per diem pay, all duty days, legal holidays, and paid vacation 52
 53 days that fall within the contract period are included. 53
 54 54

55 Example: 55

1 Contract salary: \$20,500 (41 weeks) 1

2
3 Number of days in contract: 41 x 5 = 205 3

4
5 \$20,500 - 205 = \$100 per diem 5

6
7 \$100 x 16 duty days = \$1,600 7

8
9 Total amount of pay = \$1,600 9

10
11 For programs that are of lesser daily duration than that of the Secondary 11
12 Summer School, a per diem rate equal to 2/3 of the above will be paid. 12
13 13
14 14

15 **ARTICLE XV - IMPLEMENTATION MEETINGS** 15

16
17 Upon request the Superintendent will meet informally with the President of 17
18 the DSAA on matters relating to the implementation of this Agreement or 18
19 other matters of mutual concern. Such meetings will not exceed one per 19
20 month except by mutual agreement. 20
21 21
22 22

23 **ARTICLE XVI - SCHOOL MAIL SERVICE AND FACILITIES** 23

- 24
25 A. The DSAA shall have the right to use school mailboxes and inter-school 25
26 mail service for organization material, provided that all such material 26
27 is clearly identified and the organization accepts all responsibility for 27
28 such material. 28
29
30 B. Individual administrators will not be prohibited from judicious use of 30
31 the school mail services. 31
32 32
33 33

34 **ARTICLE XVII - PAYROLL DEDUCTION PRIVILEGE** 34

- 35
36 A. Upon appropriate written authorization from the administrator, the Board 36
37 shall deduct from the salary of any administrator and make appropriate 37
38 remittance for credit union, savings bonds, United Fund, tax-deferred 38
39 annuities, or any other plans or programs jointly approved by the Board 39
40 and the DSAA. 40
41
42 B. 1. During the life of this Agreement, the Board will deduct one month's 42
43 current uniform and periodic DSAA dues from the pay of each adminis- 43
44 trator in the bargaining unit who voluntarily executes and delivers to 44
45 the Board the following authorization form: 45
46 46
47 47

48 VOLUNTARY AUTHORIZATION OF DEDUCTION OF ASSOCIATION DUES 48

49 Name _____ Home Address _____ 49

50 Social Security No. _____ Zip Code _____ 50

51 School _____ Telephone _____ 51
52 52
53 53
54 54
55 55

1 I authorize the Dearborn Board of Education to deduct from salary earned 1
2 or to be earned by me monthly Association dues as certified to the Board 2
3 by the financial officer of the Dearborn Schools Administrators' Associa- 3
4 tion, and to remit the same to the Association, at such time and in such 4
5 manner as may be agreed upon between the Association and the Board. This 5
6 authorization and direction shall be effective until revoked in writing 6
7 by me, with notice to the Association of such revocation. This author- 7
8 ization and direction shall be automatically revoked upon termination of 8
9 my employment with the Board. 9

10
11 _____ 10
12 Signature of Employee 11
13 12

14 _____ 13
15 Date of Signing 14
16 15

17 _____ 16
18 Date of Delivery to the Board 17
19 18

- 20 2. The following certification form shall be used by the Association when 20
21 certifying membership dues to the Board: 21
22 22

23
24 CERTIFICATION OF FINANCIAL OFFICER OF ASSOCIATION 23
25 24

26 I certify that until further notice the membership dues payable under 26
27 Article XVII of the current collective bargaining agreement is \$ _____ 27
28 per month for the months of September through June. 28
29 29

30 Date _____ 30
31 31

32 Signature _____ 32
33 Association Financial Officer 33
34 34

35 Date of Delivery to Board _____ 35
36 36

- 37 3. Payroll deductions shall be made only from the pay due bargaining unit 37
38 administrators on the last payday of each calendar month, September 38
39 through June; provided, however, the initial deduction for any admin- 39
40 istrator shall not begin unless both (1) a properly executed author- 40
41 ization card and (2) the certification of the Association's financial 41
42 officer as to the amount of the monthly Association dues has been 42
43 delivered to the Board at least 15 calendar days prior to the last pay 43
44 day of the month in question. Changes in the amount of the monthly 44
45 Association dues has been delivered to the Board at least 15 calendar 45
46 days prior to the last pay day of the calendar month in which the 46
47 change is to become effective. 47
48 48

- 49 4. An administrator may revoke his or her Authorization for Deduction of 49
50 Association Dues at any time by written notification to the Board, 50
51 provided notification of such revocation is given to the Association. 51
52 Payroll deductions shall terminate when revocation has been delivered 52
53 to the Board at least 15 calendar days prior to the last pay day of 53
54 the month in question. 54
55 55

- 5. All sums deducted by the Board shall be remitted to the financial officer of the Association once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each administrator for whom a deduction was made.
- 6. The Board shall not be liable to the Association by reason of this Article XVII for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the administrator. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any all claims, demands, suits or any other action arising from compliance with this Article XVII, or in reliance on any list, notice, certification or authorization furnished under this Article XVII.

ARTICLE XVIII - HOSPITAL - SURGICAL - MEDICAL BENEFITS

- A. The Board shall provide coverage for hospital-surgical-medical benefits. Coverage shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF No. 2 benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical (including Option VI), MVF No. 2, prescription coverage with the \$2.00 deductible, NC Rider and MMC-BL2 Psychiatric Rider and the Substance Abuse Treatment Rider. In addition, full payment in the form of reimbursement for the F rider will be made in January and June according to the procedure established by the Business Office. This will include presentation of evidence of payment and establishment of eligibility of the dependent rider.
- B. The Board will make monthly contribution for the following month's coverage on behalf of each subscribing administrator while he or she is on the payroll, toward the cost of the hospital-surgical-medical coverages described above, equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to marital status and the number of dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.
- C. The coverage for which the Board will contribute under the foregoing may be, at the administrator's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children 19 years of age and under). Coverage will only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Payroll Department.
- D. For those administrators who do not desire the above coverage, the Board of Education will make monthly contributions to Health Alliance Plan on behalf of subscribing administrators, while on the payroll, towards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage will be the HAP equivalent of the above benefits insofar as is possible (HAP basic coverage and Special Benefits rider).

1 It is the intention of the parties that the school district will not
2 provide dual and/or coordinated coverage, whether it is because both
3 spouses work within the district or one spouse works within the district
4 and one works elsewhere, as it pertains to the Employer providing
5 hospital-surgical-medical benefits.
6

7 E. Employees may enroll under the "new hire" clause, within thirty days of
8 the date of original employment. Subsequent opportunities to enroll in
9 either of the above plans shall be provided only during enrollment peri-
10 ods specified by the carriers.
11

12 F. The Board will provide a Dental Insurance program and the Board's annual
13 contribution will not exceed \$30.24 per month for each DSAA MEMBER. The
14 details of, and the implementation of, such program are to be planned for
15 by a committee representative of the central office and any unit(s) so
16 participating.
17

18 G. Administrators on professional, personal or civic leave may continue, at
19 their own expense, the current health insurance coverage at the group
20 rate, provided the premiums shall be payable to the Business Office one
21 month prior to the date the Business Office must submit payment of premi-
22 ums.
23

24 H. Administrators who so desire may subscribe, at the available group rate,
25 to the BC/BS or HAP, if available, Sponsor/Dependent Option at no cost to
26 the Dearborn Board of Education.
27

28 I. The Board of Education shall provide the best possible family optical
29 plan for the available money. The Board's annual contribution will not
30 exceed \$11.00 per month for each DSAA member. The details of, and the
31 implementation of, such program are to be planned for by a committee
32 representative of the central office and any unit(s) so participating.
33

34 J. The District will provide, at no cost to the Dearborn Schools Adminis-
35 trators' Association, a long-term disability plan for the duration of
36 this contract. Specifics of this plan will be as follows:
37

38 60% of normal monthly earnings (to be defined as position
39 on salary schedule plus longevity and advanced degrees).
40

41 Waiting period: 180 consecutive calendar days.
42

43 Maximum annual covered salary: \$75,000 (based on 12 months).
44

45 Maximum monthly benefit: \$3,500
46

47 Coverage for nervous and mental disabilities--two years or
48 institutionalized.
49

50 Full maternity coverage.
51

52 The amount received from the insurance company will be reduced by any
53 primary remuneration received, or for which the employee is eligible
54 during the benefit period from the Board, the Michigan Public School
55 Employees Retirement Fund, the Federal Social Security Act (both primary
56 and dependent), the Workers' Compensation Act, the Railroad Retirement

1 Act, Veterans' benefits or other such pensions, or payment for sick 1
2 days. 2
3

4 Monthly benefits will not be reduced by any statutory or cost-of-living 4
5 increases in the Social Security or MPSERS benefits. 5
6

7 In the event of dispute in any area not specifically addressed in the 7
8 foregoing, the rules of the Carrier shall apply. 8
9

10 The D.S.A.A. will be consulted regarding any change of carrier, details 10
11 and implementation of this plan. 11
12

13 K. The District will provide to the Dearborn Schools Administrators' Asso- 13
14 ciation the Blue Cross and Blue Shield of Michigan Predetermination of 14
15 Hospital Stay health benefit rider PRE-100/20 as described in benefit 15
16 brochure CF 6442 of June, 1986. 16
17

18 L. The District will provide to the Dearborn Schools Administrators' Asso- 18
19 ciation the Blue Cross and Blue Shield of Michigan Mandatory Second 19
20 Surgical Opinion health benefit riders PCES and PCES II. 20
21

22 M. The District will provide the Dearborn Schools Administrators' Associa- 22
23 tion the Voluntary Employee Assistance Plan as recommended by the EAP 23
24 Committee. 24
25

26 N. The District will provide to the Dearborn Schools Administrators' Asso- 26
27 ciation a Recovery Incentive Program designed to provide a cash incen- 27
28 tive to employees who discover and arrange for recovery of overcharges 28
29 made on their own hospital bills which in turn result in a savings of 29
30 benefit dollars. Details and implementation of the plan will be deter- 30
31 mined by the Health Care Cost Containment Committee. 31
32

33 34 35 ARTICLE XIX - GROUP TERM LIFE INSURANCE 35 36

37 A. The Board of Education will provide group life insurance in the amount of 37
38 the annual contract salary of each administrator, but in no case less 38
39 than \$17,500; said insurance shall include accidental death and dismem- 39
40 berment benefits. All administrators within the DSAA bargaining unit are 40
41 eligible for such insurance. The administrator will enroll and designate 41
42 the beneficiary on the proper application form. 42
43

44 B. Coverage for new administrators will become effective on the first on the 44
45 month following the beginning date of employment, provided the necessary 45
46 forms have been filled out and filed with the Payroll Department. 46
47

48 C. Administrators being terminated or no longer receiving payroll checks 48
49 have the option of applying for coverage under the policy on a direct 49
50 payment basis under the rules established by the carrier. 50
51

52 53 ARTICLE XX - LIABILITY PROTECTION 53 54

55 The Board will continue to pay premiums for such liability protection as 55
56 presently exists. It is understood that the Board's sole responsibility is 56
57 the payment of such premiums. 57

1 **ARTICLE XXI - WORKERS' COMPENSATION** 1

2
3 The policy pertaining to pay for employees injured while on duty for the 3
4 school follows: 4
5

6 A. That the School District continue furnishing Workers' Compensation: 6
7

- 8 1. Benefits to be paid upon injury according to State regulations with a 8
9 reserve established for each claim on file. 9
10
11 2. The responsibility in administering this program be given the Director 11
12 of Business Services. 12
13
14 3. That any payment made under this coverage be charged under Fixed 14
15 Charges - Workers' Compensation Insurance, and a General Fund Check is 15
16 issued. 16
17

18 B. That the School District continue to supplement the benefits as follows: 18
19

- 20 1. Benefits to supplement that paid under the Workers' Compensation and 20
21 an employee's regular pay. 21
22
23 2. That this benefit be automatically paid upon an employee receiving 23
24 benefits under Workers' Compensation. If the Workers' Compensation 24
25 provision is terminated, this benefit is also to terminate. 25
26
27 3. That this benefit be paid not to exceed ninety days, then the employee 27
28 must use any accumulated sick leave and/or vacation days; prior to 28
29 extending this benefit up to an additional ninety days, a review of 29
30 this case shall be made and a determination made to either continue or 30
31 use employee in another job classification. 31
32
33 4. That any payment made under this coverage be charged under Fixed 33
34 Charges-Supplemental Pay Benefit and a payroll check be issued with 34
35 all deductions made therefrom especially required by Federal tax laws. 35
36
37

38 **ARTICLE XXII - SEVERANCE PAY** 38
39

40 A. Administrators who retire and the estate of any who die while employed 40
41 are eligible for severance pay according to the following provisions: 41
42

43 Administrators whose first day of contract employment with the Dearborn 43
44 Public Schools was prior to September 1, 1986 will be paid for sick days 44
45 accumulated according to the following formula: one-third (1/3) of total 45
46 accumulated sick leave days, not to exceed sixty (60) days of pay. 46
47

48 (Examples: If at age 65, 200 sick days are accumulated, severance pay 48
49 will equal one-third of 180 days, or 60 days. If only 75 are accumulat- 49
50 ed, the severance pay will equal 25 days.) 50
51

52 Beginning in September of 1987, administrators whose first day of con- 52
53 tract employment with the Dearborn Public Schools was on or after Septem- 53
54 ber 1, 1986, who are eligible to retire, will be paid severance which is 54
55 calculated by multiplying years of active or contract service up to a 55

1 maximum of thirty (30) years times two (2). (Active service is defined 1
2 to include time spent on sabbatical leaves.) 2
3

4 (Example: An administrator with thirty (30) years of active service will 4
5 receive severance pay equal to sixty (60) days of pay. An administrator 5
6 with twenty-five (25) years of active service will receive severance pay 6
7 equal to fifty (50) days of pay.) 7
8

9 B. An administrator shall be considered eligible for retirement severance 9
10 pay if the administrator is qualified under the Michigan School Employee 10
11 Retirement System for regular and/or medical retirement, or has completed 11
12 twenty-five years of service in the Dearborn School District. If an 12
13 administrator is not so qualified after 20 years of service, but less 13
14 than 25 years, in the Dearborn School District, one-half(1/2) the regular 14
15 severance pay will be paid. 15
16

17 C. An administrator who retires on or after the 60th birthday shall also be 17
18 eligible for retirement severance pay even though the administrator does 18
19 not qualify under the Michigan School Employees Retirement System for 19
20 regular or medical retirement. 20
21

22 D. The rate of daily pay to be used in the computation of severance pay 22
23 shall be determined in the following manner: 23
24

$$\begin{array}{r} \text{Annual Contract Salary} \\ \hline \text{Number of contracted weeks} \times 5 \end{array} = \text{Daily rate of pay}$$

31 ARTICLE XXIII - MILEAGE PROVISION 31

32 32
33 The Board will pay each administrator twenty-two and one-half (22.5) cents 33
34 per mile for approved and required use of an administrator's personal auto- 34
35 mobile in the course of the performance of official duties. Thereafter, 35
36 they will be recompensed for each succeeding year at the rate of twenty-two 36
37 and one-half (22.5) cents per mile or at the basic IRS allowable rate as of 37
38 the June 1, preceding the fiscal year, whichever is higher. 38
39

40 ARTICLE XXIV - LONGEVITY 40

41 41
42 42
43 Administrators will be paid an additional \$700 per year after completing 43
44 twelve (12) years of district service with the Dearborn Public Schools, an 44
45 additional \$500 (total \$1,200) after completing twenty (20) years of such 45
46 service and an additional payment of \$750 (total \$1,950) after completing 46
47 twenty-eight (28) years of district service. Administrative service in the 47
48 Fairlane School District immediately prior to annexation will be hereafter 48
49 considered as service in the Dearborn Public Schools. 49
50

51 ARTICLE XXV - ADVANCED DEGREES 51

52 52
53 53
54 Beginning July 1, 1989, individuals who have attained a Masters degree and 54
55 thirty (30) hours of additional graduate work will receive a stipend of \$200 55
56 per year. A sum of \$300 will be paid to those individuals who earn sixty 56

1 (60) graduate credits beyond the Masters degree. Individuals who have 1
2 earned a PhD or EdD will receive \$400. All credits must be verified by 2
3 means of an official transcript filed with the Personnel Department. 3
4 4
5 5

6 **ARTICLE XXVI - SALARY PLACEMENT** 6
7 7

8 The Board will pay the non-contributory portion of retirement for all admin- 8
9 istrators. 9

10 Initial placement shall be on step one (1) of the appropriate salary grade 10
11 unless prior consultation occurs with the DSAA. 11
12 12

13 Promotional placement on the salary schedule shall be such that the lateral 13
14 movement leftward, in step(s) shall be one-half (1/2) the vertical movement, 14
15 in grade(s) except those administrators who have previously served in the 15
16 grade and position to which they are moving are exempt from leftward move- 16
17 ment. 17
18 18

19 Demotional placement on the salary schedule shall be vertical to the appro- 19
20 priate salary lane. 20
21 21

ARTICLE XXVII - 1988-89 SALARY SCHEDULE

Each Administrator within the DSAA bargaining unit shall be paid according to the following salary schedule at the appropriate grade and step.

<u>GRADE, WEEKS, TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Grade 3</u>					
45 Weeks Principal, Senior High	\$53,265	\$55,585	\$57,915	\$60,235	\$62,555
<u>Grade 4</u>					
45 Weeks Principal, Adult/Community Ed.	51,805	53,915	56,025	58,140	60,245
41 Weeks Principal, Junior High Principal, Alternative/Adult Day	47,195	49,120	51,035	52,965	54,895
<u>Grade 5</u>					
48 Weeks Coordinator	52,835	55,070	57,310	59,550	61,790
45 Weeks Coordinator	49,545	51,625	53,730	55,825	57,915
41 Weeks Asst. Principal, Senior High Principal, Elementary	45,140	47,040	48,965	50,860	52,775
<u>Grade 6</u>					
41 Weeks Asst. Principal, Junior High	43,020	44,925	46,830	48,745	50,650
<u>Grade 7</u>					
48 Weeks Consultant	48,885	50,875	52,855	54,835	56,810
45 Weeks Consultant	45,830	47,685	49,555	51,420	53,285
41 Weeks Asst. Principal, Elementary	41,755	43,455	45,150	46,835	48,525

ARTICLE XXVII - 1989-90 SALARY SCHEDULE

Each Administrator within the DSAA bargaining unit shall be paid according to the following salary schedule at the appropriate grade and step.

<u>GRADE, WEEKS, TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Grade 3</u>					
45 Weeks Principal, Senior High	\$56,460	\$58,920	\$61,390	\$63,850	\$66,310
<u>Grade 4</u>					
45 Weeks Principal, Adult/Community Ed.	54,915	57,150	59,385	61,630	63,860
41 Weeks Principal, Junior High Principal, Alternative/Adult Day	50,025	52,065	54,095	56,145	58,190
<u>Grade 5</u>					
48 Weeks Coordinator	56,005	58,375	60,750	63,125	65,495
45 Weeks Coordinator	52,520	54,725	56,955	59,175	61,390
41 Weeks Asst. Principal, Senior High Principal, Elementary	47,850	49,860	51,905	53,910	55,940
<u>Grade 6</u>					
41 Weeks Asst. Principal, Junior High	45,600	47,620	49,640	51,670	53,690
<u>Grade 7</u>					
48 Weeks Consultant	51,820	53,930	56,025	58,125	60,220
45 Weeks Consultant	48,580	50,545	52,530	54,505	56,480
41 Weeks Asst. Principal, Elementary	44,260	46,060	47,860	49,645	51,435

ARTICLE XXVII - 1990-91 SALARY SCHEDULE

Each Administrator within the DSAA bargaining unit shall be paid according to the following salary schedule at the appropriate grade and step.

<u>GRADE, WEEKS, TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Grade 3</u>					
45 Weeks Principal, Senior High	\$60,130	\$62,750	\$65,380	\$68,000	\$70,620
<u>Grade 4</u>					
45 Weeks Principal, Adult/Community Ed.	58,485	60,865	63,245	65,635	68,010
41 Weeks Principal, Junior High Principal, Alternative/Adult Day	53,275	55,450	57,610	59,795	61,970
<u>Grade 5</u>					
48 Weeks Coordinator	59,645	62,170	64,700	67,230	69,750
45 Weeks Coordinator	55,935	58,280	60,655	63,020	65,380
41 Weeks Asst. Principal, Senior High Principal, Elementary	50,960	53,100	55,280	57,415	59,575
<u>Grade 6</u>					
41 Weeks Asst. Principal, Junior High	48,565	50,715	52,865	55,030	57,180
<u>Grade 7</u>					
48 Weeks Consultant	55,190	57,435	59,665	61,905	64,135
45 Weeks Consultant	51,740	53,830	55,945	58,050	60,150
41 Weeks Asst. Principal, Elementary	47,135	49,055	50,970	52,870	54,780

1 ARTICLE XXVIII - MATTERS CONTRARY TO AGREEMENT 1

2
3 This Agreement shall supersede any rules, regulations, or practices of 3
4 the Board which shall be contrary to or inconsistent with its terms. It 4
5 shall likewise supersede any contrary or inconsistent terms contained in 5
6 any individual administrative contracts heretofore in effect. All indi- 6
7 vidual administrative contracts shall be subject to the terms of this 7
8 Agreement and this Agreement shall be part of the established personnel 8
9 policies of the Board affecting administrators. 9

10
11
12 ARTICLE XXIX - WAIVER CLAUSE 12

13
14
15 The parties acknowledge that during the negotiations which resulted in 15
16 this agreement, each had the unlimited right and opportunity to make 16
17 demands and proposals with respect to any subject or matter not removed 17
18 by law from the area of collective bargaining, and that the understand- 18
19 ings and agreements arrived at by the parties after the exercise of that 19
20 right and opportunity are set forth in this agreement. Therefore, the 20
21 Board and the DSAA, for the life of this Agreement, each voluntarily and 21
22 unqualifiedly waives the right, and each agrees that the other shall not 22
23 be obligated to bargain collectively with respect to any subject or mat- 23
24 ter referred to or covered in this Agreement, even though such subjects 24
25 or matters may not have been within the knowledge or contemplation of 25
26 either or both of the parties at the time that they negotiated or signed 26
27 this Agreement. 27

28
29
30 ARTICLE XXX - CONFORMITY TO LAW CLAUSE 30

31
32
33 This Agreement is subject in all respects to the laws of the State of 33
34 Michigan with respect to the powers, rights, duties, and obligations of 34
35 the Board, the DSAA and members of the bargaining unit. In the event 35
36 that any provision of this agreement shall at any time be held to be 36
37 contrary to law by a court of competent jurisdiction from whose final 37
38 judgment or decree no appeal has been taken within the time provided for 38
39 doing so, such provision shall be void and inoperative. However, at the 39
40 option of either party to the contract, the specific provision, thus 40
41 voided, and that provision only, shall be immediately subject to negotia- 41
42 tions. All other provisions of this Agreement shall continue in effect. 42
43


44
45 ARTICLE XXXI - DURATION OF CONTRACT 45

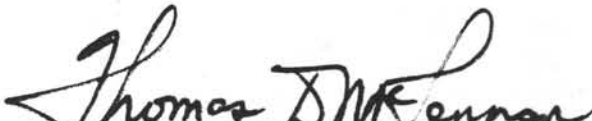
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47
48 This Agreement shall be effective on ratification, and shall continue in 48
49 full force and effect until June 30, 1991. On or about March 1, 1991, 49
50 either party may give written notice to the other of its desire to nego- 50
51 tiate a new agreement for the following year and meetings for that pur- 51
52 pose will begin at a time mutually agreeable to the parties. Provided, 52
53 however, that nothing in this paragraph or elsewhere in this Agreement 53
54 shall be construed to require the Board to commit an unfair labor 54
55 practice of otherwise violate the law by any improper recognition of or 55
56 support or assistance to the DSAA. 56

1 IN WITNESS WHEREOF, the parties have executed this document by their duly
2 authorized representatives this 21st day of November, 1988.
3
4
5

6 FOR THE BOARD

7
8 (signed)
9

10
11 
12
13 David H. MacKenzie, President
14

15
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17 
18
19 Thomas D. McLennan, Superintendent
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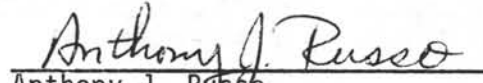
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6 FOR THE DSAA

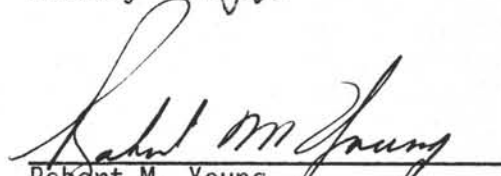
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8 (signed)
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10
11 
12
13 Eugene Brusco, Chairperson
14

15
16
17 
18
19 Louis Guido
20
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22
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39
40


Mary Ann Phimister


Anthony J. Russo


Robert M. Young

MEMORANDUM OF UNDERSTANDING

From this date forward until the expiration of the 1990-91 contract, the sum of \$11,000 per school year will be available for travel/conference/conventions to the members of the DSAA bargaining unit, as per the established policies and procedures for the administration of such funds.

Fredrick Schreier
For the Administration

Eugene Brusco
For the DSAA

Dec 12, 1988
Date

MEMORANDUM OF UNDERSTANDING

The Board and the DSAA agree that starting November, 1988, meetings will be convened in an effort to arrive at a cost effective Early Retirement Incentive (ERI) Program: the parties intend to announce details on or before January 1, 1989.

Fredrick Schmitz
For the Administration

Eugene Brusco
For the D.S.A.A.

Dec 13, 1988
Date

MEMORANDUM OF UNDERSTANDING

The district agrees to pay the \$75.00 fee assessed by the State Board of Education to achieve administrative certification for each person who held an administrative position on July 1, 1988. The district agrees to pay \$125.00 per person for the two individuals who were appointed after July 1, 1988, but prior to the ratification of the agreement. This applies only to individuals seeking their initial certification. Any person wishing to apply for more than one certificate must assume any fee(s) associated with additional applications. Individuals appointed into the DSAA after ratification of this agreement must bear the expense of the certification fee.

Fredrick Schwick
For the Administration

Eugene Brusco
For the D.S.A.A.

Dec 12, 1988
Date



