

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**

**AND THE
ASSOCIATION OF DEARBORN
SCHOOLS ADMINISTRATORS'**

2023-2028

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**AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION AND THE
ASSOCIATION OF SCHOOLS ADMINISTRATORS’
2023-2028**

This agreement is made by and between the Board of Education of the School District of the City of Dearborn (hereinafter called the “Board”), and the Association of Schools Administrators’ (hereinafter referred to as “ADSA”).

ARTICLE I - RECOGNITION

- A. The Board recognizes the ADSA as the exclusive bargaining representative for all personnel in the bargaining unit described as follows:
 - 1. All P-12 Principals, Coordinators, Assistant Principals, but excluding the Superintendent and exempt Central Office staff.
 - 2. Any teacher who is appointed by the Superintendent to a temporary administrative position (including administrative internships) will also be excluded during the time such temporary appointment is in effect. The ADSA will be notified promptly of any such temporary administrative appointment.
- B.
 - 1. Fair Practices - The ADSA agrees to maintain its eligibility to represent all members of its bargaining unit by continuing to admit persons to membership in the ADSA without discrimination on the basis of race, creed, color, national origin, sex, handicap, or marital status, and to represent equally all members of the unit without regard to membership in, or association with, the activities of any professional organization.
 - 2. Fair Practices - The Board agrees to continue its policy of not discriminating against any administrator on the basis of race, creed, color, national origin, marital status, sex, or organization affiliation.
- C. The ADSA and the Board recognize and respect the existence of the principles of Affirmative Action; however, the ADSA and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective bargaining agreement and/or valid practices and policies of the ADSA or the Board.
- D. The Board shall make available to the ADSA upon request such statistics and financial information, related to the Dearborn Schools and in the possession of the Board, but not readily available to the ADSA from other sources, as are necessary for negotiation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics not already available, but the ADSA shall have the right to examine such records and files as may be necessary to

provide the necessary information. However, whenever examination of records and files is required to compile information and statistics as requested by the ADSA, such examination shall be accomplished by a workforce consisting of an equal number of Board and ADSA representatives. Such examination shall be accomplished at a reasonable time upon reasonable notice.

- E. When an administrative opening occurs, the district will do everything in its power to fill that position in a timely, and least disruptive, manner. If the position is not filled, the principal will work with their immediate supervisor to coordinate administrative tasks (such as teacher evaluations, etc.).

Executive Directors deem the replacement is qualified to evaluate staff. In this case, teacher evaluations will be performed by Executive Directors and instructional cabinet members. The Principal's discretion determines whether or not an administrative intern may or may not complete evaluations in their building.

- F. The union leadership commits to educate members annually, including a required training, regarding advance compensation for members and the requirements of reimbursement to the District depending on when they separate from the District.

ARTICLE II - ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Administration of Collective Bargaining Contracts:

It shall be the responsibility of each administrator to administer equitably and properly the provisions of all collective bargaining contracts entered into by the Board of Education.

- B. Pupil Assignments:

Each building principal shall have the responsibility to make a determination regarding each pupil's assignment within his or her building. Determination shall be made in conformance with Board of Education policies and administration rules and regulations.

- C. Complaints:

In order to encourage the harmonious and expeditious resolution of complaints at the building level, it is agreed that no decision shall be made before the administrator is notified of the complaint and is given the opportunity to clarify the circumstances leading to the complaint.

- D. Handling of Complaints:

When a complaint is received by Human Resources and/or central office administrators against an ADSA member. The administrator will be notified and every effort will be

made by Human Resources and/or central office administrators to collaboratively resolve the matter. Complaints pertaining to building management decisions will be referred back to the ADSA member.

E. 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/her building or department. The decisions exercised by the administrator concerning budget allocations will be consistent with Board policy and administrative procedures.

F. 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 ADSA regarding any prospective assignments within the scope of the ADSA unit.

1. Every year between August 1st and April 1st, all current administrators may indicate through a written correspondence to the superintendent their preferences for reassignment.
2. When a vacancy occurs, the Superintendent may, using the above as part of his/her 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. For assistant principal placement, consultation with the current building administrator will be part of the placement process.
3. Should the Superintendent prefer, he/she may initiate, through the Human Resources Department, 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 ADSA bargaining unit member in the building/department.

4. Any ADSA bargaining unit member may apply in writing and be considered for vacancies for which he/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 emailed by the Human Resources Department to bargaining unit members. If selected for an interview and candidate is out of town, every reasonable effort will be made to allow for a remote interview.
5. A Screening Committee, including the building principal, will review all such applications for the appropriate qualifications and an interview committee including representation from the ADSA will 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 ADSA has taken place. The President shall be informed prior to the announcement of any temporary assignments.

G. 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/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/her current assignment, and items of officially recognized confidentiality are not subject to examination and may be removed by the Director of Human Resources.

H. Continuity of Service

The Superintendent shall be responsible for the assurance of continuity of service in the event of the extended absence of an administrator. The Superintendent or a designee shall, in consultation with the ADSA, appoint within 10 working days an appropriate administrator to assume the responsibilities of the position. Ten working days shall be defined as within 10 working days of the first day of absence or within 10 working days of awareness of the absence, whichever is later.

I. Curriculum

District-wide Curriculum Committee Chairperson and / or Co-Chair positions will be posted for ADSA and DFT members to apply on a voluntary basis. It is understood that the continued involvement of teachers and administrators in the development, implementation and revision of curriculum is essential and required, specifically as members of the district-wide committees.

J. Procuring Substitutes

Building administrators will bear the responsibility to request instructional and non-instructional substitutes in a manner prescribed by Board policies and/or administrative regulations.

K. Input Relative to Negotiations

The Board will continue to provide administrators with the opportunity to offer input relative to negotiations prior to the inception of negotiations.

L. Administrative Certification

Members of the ADSA who are required by the district to be administratively certified will comply with State of Michigan Administrative Certification requirements. The district will continue, during the term of this agreement, the practice of reimbursing administrators for one certification at each renewal period. By January 15th each year, the Human Resources Department will notify, in writing, all administrators who have expiration dates of June 30th on their administrative certificates for that year. An administrator who does not maintain the appropriate certification shall be terminated from his/her administrative position. Such termination shall not be subject to the grievance procedure in Article VII.

M. New Responsibilities

Should the Superintendent need to include significant new responsibilities to the job description of a current administrator, he/she will confer with the association president first. As a result of this discussion, the additional responsibilities will be put in writing and added to the appropriate job description.

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 Human Resources Department 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 a comparable position after a leave.

F. Classification

Leaves will be classified as Professional, Personal, or Civic as follows:

1. Professional

- a. Advanced Study
- b. Sabbatical
- c. Other Professional Leaves

2. Personal

- a. Extended Health
- b. Care of Immediate Family

- c. Child Care
- d. Other Personal Leaves

3. Civic

- a. Military
- b. Peace Corps
- c. Educational Organization
- d. Government Service

G. Professional Leaves

1. General Provisions

- a. Upon return from Professional Leave during which the conditions of such leave have been fulfilled, an administrator shall receive any regular scheduled salary increases granted administrators in service, including increments, and shall also be subject to any general salary adjustments which may be effected.
- b. Request for extension of leave of absence must be made in writing by November 1 or March 1 for the final semester of the leave. Failure either to secure extension of leave or to return to employment upon termination of leave will constitute termination of employment.
- c. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.
- d. Administrators who have been on a Professional Leave shall be eligible for another Professional Leave three years after their return.
- e. Application for Professional Leave shall be filed in the Human Resources Department no later than March 1 or November 1 preceding the semester that the leave shall become effective.
- f. Notices received relative to opportunities for Professional Leaves shall be made available to administrators by the Superintendent or the designee.

2. Advanced Study Leave

- a. Any administrator with a minimum of two years of active service as an administrator in the Dearborn School System may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon the recommendation of the Superintendent. Any extension of time shall

be made only by special action of the Board.

- b. Upon return from Advanced Study Leave, the administrator shall submit a report to the Superintendent. If an abuse of the leave's purpose is apparent, it will be treated as a personal leave with no increment accruing.

3. Sabbatical Leave

- a. Sabbatical Leave shall be interpreted as leave from active duty granted to any administrator after seven consecutive years of active service in Dearborn, no less than two (2) years of which must have been administrative, for the purpose of improving instruction in the Dearborn Public Schools. (Military Leaves or Peace Corps Leaves shall be counted as active service). Sabbatical Leave may be granted for one year or for one semester as may be recommended by the Superintendent and approved by the Board.
- b. Leave granted for professional study, for work on publications, for travel combined with study, or for any other reasons which, in the opinion of the Superintendent, will improve instruction in the Dearborn Public Schools or will improve the efficiency of an administrator, shall be considered consistent with the purposes of Sabbatical Leave.
- c. Remuneration to administrators granted such leave shall be at the rate of one half the current salary, at the time the leave begins.
- d. Not more than two members of the administrative staff may be granted sabbatical leave in any one year.
- e. In determining recommendations on requests for sabbatical leaves, the Superintendent will consider the following:
 - (1) The extent of the applicant's professional study, growth, contribution and successful service during the preceding seven years.
 - (2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - (3) Length of period of active administrative service in Dearborn Schools.
- f. Upon return from Sabbatical Leave, the administrator shall submit a report to the Superintendent.
- g. An administrator, upon completion of a Sabbatical Leave, shall return to the Dearborn Public Schools for a period of one school year.

- h. An administrator not returning to the Dearborn Public Schools for the period of one school year upon completion of Sabbatical Leave shall, except in the event of his/her death while on leave, reimburse the Dearborn Board of Education for all monies received from it and the cost of all insurance benefits provided by it.

4. Other Professional Leaves

Requests for Professional Leaves not specifically referred to in this agreement will be forwarded to the Human Resources Department for consideration.

H. Personal Leaves

1. General Provisions

- a. Personal Leaves may be granted to administrators upon request subject to the approval of the Superintendent and the Board.
- b. Requests for Personal Leave should be submitted in writing to the Human Resources Department, accompanied by appropriate documentation as indicated by the specific type of Personal Leave.
- c. An administrator who returns from Personal Leave of absence shall receive, during the subsequent school year, the salary of the immediate next step above that he/she occupied in the last year of active service.
- d. Request for extension of Personal Leave or notice of intention to return must be made in writing to the Human Resources Department March 1 and November 1 prior to the end of the final semester of the leave unless circumstances clearly preclude opportunity for such notice. Failure to request extension or submit intention to return will constitute termination of the leave. Failure either to secure extension of leave or to return to employment upon termination of leave will constitute termination of employment.
- e. Return from Personal Leave shall be at the beginning of a school year or semester, unless other arrangements can be made to the mutual satisfaction of the administrator and the Superintendent.
- f. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment in the termination of the leave. Payment for accumulated leave days may not be granted during the term of such a leave.
- g. The District and the ADSA will comply with all provisions of the Family and Medical Leave Act.

2. Extended Health Leave

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

3. Care of Family Leave

- a. Leave may be granted to administrators to care for ill members of the immediate family. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.
- b. Request for Care of Family Leave shall be accompanied by sufficient proof of necessity for leave, including a statement from the attending physician.

4. Child Care Leave

- a. An administrator who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage, is eligible for Child Care Leave.
- b. Request for Child Care Leave shall be submitted in writing to the Human Resources Department ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
- c. Child Care Leave, when granted, shall initially be for whatever portion remains of the school year in which a leave begins, or for the entirety of the school year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.
- d. Request for renewal must be made to the Human Resources Department in writing at least ninety (90) days before the end of the semester with which the leave will expire.
- e. Return from Child Care Leave, other provisions of this contract notwithstanding, will be to a comparable position in the Dearborn Public Schools not later than two (2) years from the end of the school year in which

leave began. Failure to request renewal, and/or failure to notify the Human Resources Department in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Human Resources Department, will constitute termination of employment.

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

5. Other Personal Leaves

Requests for Personal Leaves not specifically referred to in this agreement will be forwarded to the Human Resources Department for consideration.

I. Civic Leaves

1. Military and Peace Corps Leaves

- a. Any regular employee of the Dearborn Public Schools' administrative staff who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps, shall be reinstated as a regular employee in the Dearborn Schools' administrative staff with full credit including the annual increment(s) under the administrative salary schedule. It shall be understood that satisfactory completion of leave requirements shall be considered the same as an acceptable rating in the evaluation procedure.
- b. Requests for return from leave must be made in writing by November 1 or March 1 of the final semester of the leave.
- c. Military Leave shall not extend beyond the time of the original enlistment or beyond the time necessary to discharge the employee's military obligation.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.

2. Governmental Service or Educational Organization Leave

- a. Upon approval of the Board of Education, an administrator may be allowed to serve the term of office to which elected, re-elected, appointed, or re-appointed at any level of government or to a position with a recognized education organization at the state or national level, provided such position is

full-time and, further, provided that such leave need not be extended beyond four years. The administrator shall notify the Board upon being selected for such office and in no case will the administrator take leave of his/her administrative duties unless at least 15 working days will have been provided to locate a replacement.

- b. Notification of the administrator's return from such leave shall be made in writing to the Human Resources Department by November 1 or March 1 for the final semester of the leave.
- c. An administrator on such leave shall receive no pay from the Dearborn Board of Education.
- d. An administrator returning from such leave after a period of less than one year shall be placed on the salary step which would have been attained had leave not been taken.
- e. An administrator who returns from this type of leave of absence shall receive, during the subsequent school year, the salary of the immediate next step above that he/she occupied in the last year of active service.
- f. Accumulated benefits are carried forward from the effective date of leave and credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of leave.

3. Temporary Military Leave

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

ARTICLE V – ABSENCES OTHER THAN LEAVES

A. Sick Bank Accumulation

- 1. All administrators hired by Dearborn Schools prior to July 1, 2013 shall earn one day per month for paid time off for: personal illness and incapacitation; religious observation; funeral leave; required court appearance; and to care for a family member. (202 scheduled workday employees –10 days; 22 relief day employees –11 days; 10 and 17 relief day employees–12 days)

2. All unit members hired by Dearborn Schools on or after 7-1-13 shall earn eight-tenths (0.8) days per month for paid time off for: personal illness and incapacitation; religious observation; funeral leave; required court appearance; and to care for a family member. Days earned shall be rounded to the nearest whole day. (202–8 days; 238 days–9 days; 243 days–10 days; 250 days–10 days).
3. All earned but unused sick leave days shall be allowed to accrue from year to year; however, after one year of absence utilizing sick time, the unit member must apply for long-term disability.

B. Sick Bank Usage

1. All unit members; with available time in their sick bank, shall be allowed to be off on a scheduled work day and receive 100% of pay for any of the following reasons listed in items a through f below:
 - a. Personal illness or incapacitation that renders the employee unable to perform their normal work duties.
 - b. Quarantine of unit members or unit member's living quarters.
 - c. Religious Observance as may be required by their religion for holy observance and abstention from work.
 - d. Preparation and attendance in a funeral due to a death in the immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, grand children, aunt, uncle, niece, nephew, parent-in-law, sibling-in-law and members of the employee's household). Documentation is required for funeral absences exceeding five work days.
 - e. Required court appearance, or required appearance before any other public agency having subpoena powers. These days shall not be deducted from the accumulated sick leave days if the unit member is requested by an agency of the court or subpoenaed to appear on behalf of a student with whom the unit member is or was associated.
 - f. Medical tests and appointments that cannot possibly be scheduled during non-work hours. Administration has the right to request documentation to substantiate the need for the absence.
2. All unit members, with available time in their sick bank, shall be allowed to be off on a scheduled work day for up to ten (10) days per school year and receive 100% of pay to provide care for a member of the immediate family, who requires direct care

due to incapacitation including FMLA, or when no other arrangements are possible. Immediate family members are those listed as “family” according to the Family Medical Leave Act (FMLA).

3. A unit member who has run out of sick leave and who is temporarily separated from work shall be considered to be on temporary medical absence for a period not to exceed two (2) months during which time the district shall continue payment of the employer-provided insurance coverage option offered by the employer and selected by the employee. An administrator who returns to work cannot exercise this option again during the same school year.
4. A unit member who is absent due to their own FMLA qualifying serious health condition for fifteen (15) or more consecutive work days will after consultation with and upon request of the Executive Director, furnish the Department of Human Resources with a physician's statement certifying the unit member's physical capability to return to work. Should such a statement not be available as a result of the unit member's treatment during the period of absence and/or prove not to be available without additional cost to the unit member, the Board will bear the expense of the procurement of such a required certification.
5. After ten non-consecutive days or more days of sick bank usage in one school year, in which no medical or other appropriate documentation has been provided, the administration has the right to require medical or other appropriate documentation for any additional absences.

C. Personal Business

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.
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.

D. Jury Duty

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.

E. Holidays

Holidays recognized by the Board shall not be deducted from the administrator's sick

leave accumulation.

F. Catastrophes

Days when pupil instruction is not provided wherein teacher attendance is not required (because of conditions not within the control of school authorities, such as heavy snowfall, severe storms, etc., as defined by city, county, township or state health authorities), ADSA administrators will continue the practice of making every effort to report to their assigned buildings. Should any of the above circumstances make reporting impossible, each affected member will contact his/her immediate supervisor.

G. Family Medical Leave

The Board and the Union will comply with all provisions of the Family and Medical Leave Act.

H. Unpaid Absence

A unit member who is in-eligible for paid leave due to an exhausted sick leave bank or circumstances that do not qualify for paid time off, may be granted a short term unpaid leave at the sole discretion of the Superintendent or their designee and shall not be subject to the grievance.

ARTICLE VI – DETERMINATION OF INCAPACITY (INVOLUNTARY LEAVE)

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

- A. Upon recommendation of the Superintendent and the approval of the Board, the Superintendent or designee may request in writing that any administrator take a physical or mental examination at Board expense, the result of which may be used for determining involuntary leave.
- B. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the employee, one selected by the Board, and a third one shall be mutually agreed upon by both parties. Upon request, a copy of the report from the three physicians shall be submitted to the building administrator and the Superintendent or designee.
- C. The written request may be made by the Superintendent or designee as often as is deemed essential to the physical or mental welfare of the individual administrator involved.

- D. The administrator requesting return from involuntary leave may return only upon the recommendation of the Superintendent following a reexamination according to the procedures outlined in Item B, and by approval of the Board.
- E. Reinstatement will occur no later than the beginning of the semester following the approval of the Superintendent's recommendation.
- F. No increment credit for such leave shall be allowed in the salary schedule.

ARTICLE VII – GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is an allegation of violation, misapplication or misinterpretation of some specific provision(s) of this contract.

B. Statement of Basic Principles

Administrators who feel aggrieved as a result of the violation, misapplication or misinterpretation of specific provision(s) of this contract shall pursue the following procedure:

- Step 1 - The administrator shall meet with the appropriate District administrator within ten (10) work days following the event prompting the grievance. If the matter is not resolved, the issue shall be reduced to writing including reference to contract article, and referred to the next step within five (5) work days after the meeting.
- Step 2 - The Superintendent, or the designee, shall meet with the administrator within fifteen (15) work days after receipt of the grievance at this level. The Superintendent, or the designee, shall answer in writing within five (5) work days following the meeting. If the matter is not resolved, it shall be referred to the next step by the aggrieved administrator within five (5) work days of the administrator's receipt of the Superintendent's (or designee's) written answer.
- Step 3 - If the ADSA is dissatisfied with the decision of the Board of Education, the ADSA may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education and the American Arbitration Association or the Michigan Employment Relations Commission (MERC) within 20 working days after the ADSA's receipt of the decision of the Board of Education. The arbitrator shall be selected and the arbitration shall be conducted, under the rules of the American Arbitration Association or the Michigan Employment Relations Commission (MERC). The fees and

expenses of the arbitrator shall be borne by the losing party. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Contract. The arbitrator shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Education or administration.

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

At any step in the grievance procedure, representatives from the ADSA may be present. A grievance not initiated, or taken from one step to the next, within the time limits above specified, shall be barred. A grievance not answered within the time limits specified above, may be referred by the administrator to the next step within the same time limits as would have pertained had the grievance been timely answered. Time limits may be extended by mutual written agreement.

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

Conferences, workshops, conventions, and visitation days offer valuable in-service opportunities to administrators; therefore, a reasonable number of administrators within the limitations of budget appropriations should be encouraged to attend the same.

A. Educational and Professional Meetings

1. Requests must be submitted to the designated administrator for approval to attend.
2. It is understood that not more than six (6) administrators shall be on conference leave at any one time. However, such limitation may be increased or decreased upon the approval of the Superintendent or the designee.
3. The full cost of the nearest route by air coach will be paid for trips of more than 200 miles round trip.

B. Conference Related to Civic Participation

Employees serving as active members of civic or charitable committees and organizations shall be granted reasonable opportunity to attend a related convention. No expense

incurred shall be reimbursed in such instances by the Board; however, there will be no loss of pay to the individual.

C. Professional Organizations Meetings

Employees serving as delegates to professional organizational meetings and conventions concerned primarily with internal affairs of the professional organization, shall be permitted to attend such conventions without loss of pay to the individual but no expense incurred shall be reimbursed in such instances by the Board.

D. Visitation Days

1. Upon approval of the appropriate director, days for visitation for administrators to educational or related institutions may be granted during the year.

2. Current transportation allowance will be paid.

ARTICLE IX – COMPENSATION FOR ELEMENTARY SCHOOL PRINCIPAL ASSIGNMENTS

A. There will be one salary classification for elementary principals.

B. Salary grade designation shall be at grade 3 (202 days).

C. Principals of elementary buildings, which contain 400-549 students, will receive a stipend of \$1,000. Principals of elementary buildings with 550 or more pupils will receive \$1,250.

D. Stipends will be calculated on the official blended student count days conducted per the State of Michigan guidelines each school year. Any salary adjustment based upon gain or loss will be paid in a one-time payment during the March paycheck of the appropriate Administrator.

E. An Administrator who serves as the principal of a P-8 school shall receive a stipend of \$3000 each school year.

ARTICLE X – ADMINISTRATIVE FULFILLMENT OF PROFESSIONAL DUTIES

In order to attain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of

such goals. Such a schedule will, at times, involve work in and out of the school building and, at times, frequently outside the regular school day. Administrators will be permitted reasonable discretion in scheduling their hours of work, provided such discretion is exercised in a manner consistent with school and/or district programs and aims.

- During partial building closures (not full district closures), administrators will follow the district partial closure plan.

ARTICLE XI – ADMINISTRATIVE WORK YEAR

The following standards shall apply to staff according to their positions designated work schedule as published in the Salary Schedule within this contract.

- A. All staff shall have the scheduled breaks in accordance with the first and last day of the student school calendar.
- B. All staff shall be allowed a summer break. It is, however, recognized that individual administrators may be on call during the summer for staffing interviews or other matters of critical importance to the administrator.
- C. Work Schedules

Schedule 1, 3B, and 5B

High School Principals, English Learners Coordinator and Early Childhood Education Coordinator and appropriate Coordinator II receive 22 summer days.

Schedule 2, 3, 4, and 5

All Middle School and Elementary Principals including Howe Principal/Coordinator, Secondary Coordinators, Assistant Principals (202 counted work days between July 1st and June 30th). These administrators will start ten (10) days before the student's school calendar begins and end ten (10) days after the completion of the teacher's school calendar.

Schedule 3A, and 5A

Special Education Coordinators except Howe Principal/Coordinator and appropriate Coordinator II (17 summer days).

The district will publish a school calendar identifying the school days, break days, relief days and designated administrator work days for each schedule. The district shall attempt to publish the work schedule calendar well in advance to allow staff to plan for time off and the district to plan for potential professional development days. Any modification in a published calendar

requires consultation with the ADSA president.

- D. Significance of a fixed work schedule in calculating per diem and prorated pay:
The payroll days worked schedule shall be used in calculating per diem rates and prorating staff entering and exiting an ADSA position.
- E. All ADSA members who are classified as Schedule 1, 3A, and 3B will receive the 4th of July as a paid holiday.
- F. Administrator Relief Days
 - a. An administrator relief day is defined as a weekday during the summer on which work is not expected. Administrators will not be called to work on Saturdays or Sundays that fall immediately before or after relief days on Friday or Monday.
 - b. All ADSA members with prior written authorization from their Executive Director, shall be allowed to earn a total of two administrator relief days per year which may be used at any time. This trade is to compensate them for the relief day worked.
 - c. Relief days are subject to Executive Director approval (and Principal approval for assistant principals and high school coordinators). Requests for approval must be made a minimum of a week in advance.
 - d. Relief dates reset on July 1, 2023, which begins the 2023-24 school year.
- G. It is agreed that on any scheduled break when students and teachers are not in attendance it may be the responsibility of the administrator to attend any scheduled, school-related, extracurricular function being held within the individual's respective area of responsibility.

Beyond this, the administrator's responsibility shall be limited to those emergency situations that may arise.

H. Flexibility of Schedule

- a. With prior written authorization from their Executive Director, administrators shall be allowed to substitute scheduled work days for non-scheduled work days. Approval shall consider the impact on building and district operations.
- b. All administrators must work on days scheduled as a meeting day by the Superintendent.

ARTICLE XII – EXTENSION OF THE WORK YEAR

The Superintendent may, at his/her discretion, extend the work year of any administrator provided:

- A. The Superintendent has informed the president of the ADSA of the rationale for such an extension of the work year.
- B. Ample notice is given so that the administrator can make any necessary revision of his/her personal plans.
- C. In consultation with the ADSA, the Superintendent may schedule PD one week prior or one week after the contractual start and end of the school year. The flexibility is required to accommodate the limited availability of contracted speakers and professional development facilitators. If this is required, ADSA members will be provided a comp day during the two weeks prior or after students are in session. If a conflict of schedule occurs, documentation is required.
- D. The administrator whose work year is extended shall be compensated based on the following:.

- a. Professional Development

Administrators may be required to attend professional development for, up to, an additional week each school year and will be compensated at one-half per diem based on Schedule 3B, Step 8 salary level per day, when attending workshops and conferences on non-scheduled work days (i.g. Star Saturdays, or days in summer). Required is defined as receiving written notice from their direct supervisor that they must attend a specific event. Administrators voluntarily attending professional development shall not be paid.

- b. Added Workload

Administrators shall be paid based on their individual per diem rate for the contract year.

- c. An in-service class, workshop, seminar or training session for which teacher members receive remuneration:

Administrators shall receive the same compensation for their involvement as the teacher participants, unless the individual administrator waives the right of such pay by failure to sign the attendance sheet. Waiver of pay shall in no way inhibit full participation in the activity.

- d. Curriculum development duties and/or present professional development outside

the scope of their regular duties:

Administrators will earn additional compensation at a \$70/hour rate or the grant approved amount.

e. Other:

As agreed to by the individual and Superintendent - This may depend on the funding source.

ARTICLE XIII – SUMMER SCHOOL ADMINISTRATOR PAY

A. District Level Summer Programs

Administrators assigned as high school and elementary summer school principals shall be paid per day according to the per diem rate below. Days paid shall be determined based on the days and hours students are in classes with an additional half hour before and after the program for supervision. A half day of scheduled student time will be 3 hours. Anything over that amount will be considered a full day.

Half Day \$250

Full Day \$500

If middle school summer school face to face programs are offered, compensation will be as described for high school and elementary summer school above.

B. Building Level Summer Programs

The parties agree that administrators who work in the summer and implement a building level summer school program shall be compensated at a \$70/hour rate or the grant approved amount. In order for an administrator to receive hourly compensation, they must receive advance written approval from their direct supervisor. In addition, it is understood that there will not be a lead teacher at the local summer school if the administrator is actively working. Though not required, building principals' summer school programs will make every effort to use the required summer workday (Article XI - Administrative Work Year) to balance the request for additional compensation.

C. Except for Grade 1, Grade 3A and Grade 3B, the Fourth of July holiday(or the Friday or Monday that is designated by the district as the July 4 holiday if it falls on a weekend) is not a paid holiday for ADSA, which includes summer programs as well.

ARTICLE XIV – IMPLEMENTATION MEETINGS

Upon request, the Superintendent will meet informally with the President and the executive board of the ADSA on matters relating to the implementation of this Agreement or other matters of mutual concern. Such meetings will be once per month except by mutual agreement.

ARTICLE XV – SCHOOL MAIL SERVICE AND FACILITIES

- A. The ADSA shall have the right to use school mailboxes and inter-school mail service for organization material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.
- B. Individual administrators will not be prohibited from judicious use of the school mail services.

ARTICLE XVI – PAYROLL DEDUCTION PRIVILEGE

- A. Upon appropriate written authorization from the administrator, the Board shall deduct from the salary of any administrator and make appropriate remittance for credit union, savings bonds, United Fund, tax-deferred annuities, or any other plans or programs jointly approved by the Board and the ADSA.

ARTICLE XVII – HOSPITAL – SURGICAL – MEDICAL BENEFITS

- A. Introduction – DSEHP VEBA
 - 1. The Board agrees to be covered by and to comply with the Agreement and Declaration of Trust establishing the Dearborn Schools Employee Health Program (“DSEHP”) effective March 31, 2014, and any amendments thereto; a copy of which has been furnished to the Board.
 - 2. The Board will execute and continue to be bound by a Participation Agreement with the DSEHP. The Participation Agreement dated April 4, 2014 is in effect.
 - 3. Commencing the first day this agreement is in effect the designated provider of unit employee hospital, medical, surgical, prescription drug, vision, dental and wellness program benefits will be the DSEHP. The DSEHP shall continue to be the provider unless notice to the contrary is provided to the Board by the DSEHP.
 - 4. The Board will make contributions to DSEHP as required by this agreement.
 - 5. The DSEHP has the sole responsibility and authority to determine benefit plans, carriers or service providers and to contract for the provision of such benefits as may be secured within the resources available. The DSEHP may, change, terminate,

amend or modify benefit plans, carriers or service providers without prior approval of the Board or persons eligible for coverage.

6. The responsibility of the Employer with regard to employee benefits is limited to this Article.
7. The Board shall cooperate with and assist the DSEHP by providing such information as may be necessary and which may bear upon administration of the benefits including but not limited to:
 - a. reporting of employee status information such as hire, termination, layoff, change from full to part time or the reverse;
 - b. distribution to employees of plan materials such as summaries, descriptions, enrollment and election forms;
 - c. referral of inquiries to the DSEHP's administrator

8. Indemnification

- a. The Union acknowledges that the Employer shall not be liable for a bargaining unit member's medical bills or costs in the event the DSEHP's designated carrier fails to cover those costs for any reason, including without limitation insolvency or inadequate reserves, provided the Board has made all agreed upon contributions to the DSEHP as specified herein.
- b. The Union shall defend, indemnify and hold harmless the Board of Education from any claim or action initiated against the Board which alleges that Employee contributions have not been used in accordance with law. This provision does not apply to acts of negligence by the Board of Education or its employees.

B. Board Contributions

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B. Board Contributions

1. Board contributions will be based upon the total number of Full Time Equivalent employees or fraction thereof.

2. The Monthly Contribution amount by the Board for the beginning on July 1, 2023 through June 30, 2024 is \$1,332.43 per Full Time Equivalent employee or fractions thereof. The FTE will increase in 2024-25, 2025-26, 2026-27, 2027-28 and 2028-29 by the percentage increase in the hard cap amount as set yearly by the State of Michigan through PA 152, not to exceed 3% each year. If the increase exceeds 3%, both parties agree the increase is not negotiable.

Payment for new employees eligible for benefits will commence the first day of the month following the 28th day after the first date of hire. When the employer approves a leave of absence that includes health care contributions, the Employer will continue to make contributions for the coverage to the Trust.

If the employee is approved for Long Term Disability (LTD), the employee coverage will continue for an additional three months.

3. Binder Payment: The Board has deposited with the DSEHP a binder payment in the amount of \$76,700. This deposit shall be used to bind coverage. The binder payment will be applied to the last month's coverage or refunded to the Board upon termination.

4. The Board agrees to remit future Board contributions to the DSEHP's designated depository account not later than the 21st day of the month, or the next business day thereafter, prior to the month for which coverage is provided.

5. Monthly Contributions by the Board or Employees to the DSEHP shall be accompanied by a Remittance Report that will be transmitted electronically to the DSEHP.

6. The Remittance Report shall contain the name and the contribution amount for each bargaining unit member for whom contributions are made. The Board shall be responsible for the accuracy and completeness of the Remittance Report.

7. The parties recognize and acknowledge that the Board's regular and prompt payment of contributions to the DSEHP is essential to the maintenance and operation of the DSEHP, and that it would be extremely difficult if not impracticable to repair or remedy the actual expenses and damage to the DSEHP and to union members and others receiving benefits under the DSEHP as a result of the Board's failure to make such payments in full and within the time provided.

8. If the Board fails to make contributions (Board Contributions or Employee Contributions) in the required amounts within the time provided in this agreement, it shall pay, in addition to the contributions due, the following amount as liquidated damages to compensate the DSEHP for the reasonable cost of delinquency collection:

a. If paid after the due date but before a delinquency of six (6) business days, one percent (1%) of the amount of unpaid contributions owed;

b. If paid six (6) or more business days after the due date, two percent (2%) of the amount of unpaid contributions owed. In addition, contributions not received on or before the due date shall bear interest at the rate of five percent (5%) per annum on the amount due, from the due date until paid.

C. Employee Contributions

1. The DSEHP may require employee contributions in such amount and for such purpose as the DSEHP determines.

2. Employees shall consent to payroll withholding through the electronic enrollment process for benefits.

a. The consent shall authorize the deduction by the Board from the employees' pay of such amount and for such purpose as the authorization shall state.

b. The Board shall cause such deductions to be made and no administration charge or fee shall be imposed on the DSEHP for the administration of this clause.

Employees continue to be responsible for payment of their insurance premium share when on an insurance eligible leave.

3. Employee contributions will be made on a pretax basis through a section 125 cafeteria plan.

4. The amount of the employee contribution may be modified by the DSEHP with notice to the Board.

5. The Board agrees to remit future Employee Contributions obtained by payroll deductions to the DSEHP's designated depository account not later than seven business days after collection.

D. Board Rights and Responsibilities

1. The Board shall be provided both periodically and on reasonable request copies of data pertinent to the operation of the DSEHP to include (but not limited to) DSEHP documents, claims made and covered and other experience data. The Board will be provided copies of the DSEHP Trust Agreement, the Participation Agreement and any plan descriptions.

2. The Board shall from time to time execute such other documents and agreements as are consistent with this Article as may be necessary for the DSEHP to operate.

3. The Board may designate an employee of the Board of Education to act as liaison to the DSEHP. The liaison may attend meetings of the DSEHP which are open to the public and such closed meetings to which the liaison is invited. The liaison may be recognized to speak at, but may not vote at, meetings of the DSEHP. The attendance of the liaison at DSEHP meetings does not change the responsibility of the Board of Education from that defined in this Article.

E. Duration

Notwithstanding any contrary provision in the collective bargaining agreement, the obligations and rights set out in this Article shall remain in effect without interruption until June 30, 2029 unless changed by mutual agreement without regard to the expiration of other terms of this agreement.

F. Employee Assistance Plan.

The Board will provide the ADSA with an Employee Assistance Plan.

G. The District will provide, at no cost to the ADSA, a long-term disability plan for the duration of this contract. Specifics of this plan will be as follows:

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

Waiting period: 180 consecutive calendar days.

Maximum annual covered salary: \$100,000 (based on 12 months).

Maximum monthly benefit: \$5,000

Coverage for nervous and mental disabilities—two years or institutionalized.

Full maternity coverage.

The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible during the benefit period from the Board, the Michigan Public School Employees Retirement Fund, the Federal Social Security Act (both primary and dependent), the Workers' Compensation Act, the Railroad Retirement Act, Veterans' benefits or other such pensions, or payment for sick days.

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

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

The ADSA will be consulted regarding any change of carrier, details and implementation of this plan.

H. Additional benefits that may be purchased by the employee are: additional life insurance at one times the annual salary; and Long Term Disability at 70% to \$7,800 per month per the rules of the carrier shall apply.

ARTICLE XVIII— GROUP TERM LIFE INSURANCE

A. The Board will provide group life insurance in the amount of two times the annual contract salary of each administrator, said insurance shall include accidental death and dismemberment benefits. All administrators within the ADSA bargaining unit are eligible for such insurance. The administrator will enroll and designate the beneficiary on the proper application form.

- B. Coverage for new administrators will become effective on the first on the month following the beginning date of employment, provided the necessary forms have been filled out and filed with the Payroll Department.
- C. Administrators being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

ARTICLE XIX – LIABILITY PROTECTION

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

ARTICLE XX - WORKERS' COMPENSATION

The policy pertaining to pay for employees injured while on duty for the school follows:

- A. That the School District continue furnishing Workers' Compensation:
 - 1. Benefits to be paid upon injury according to State regulations with a reserve established for each claim on file.
 - 2. The responsibility in administering this program be given to the Executive Director of Business Services.
 - 3. That any payment made under this coverage be charged under Fixed Charges - Workers' Compensation Insurance, and a General Fund Check is issued.
- B. That the School District continue to supplement the benefits as follows:
 - 1. Benefits to supplement that paid under the Workers' Compensation and an employee's regular pay.
 - 2. That this benefit be automatically paid upon an employee receiving benefits under Workers' Compensation. If the Workers' Compensation provision is terminated, this benefit is also to terminate.
 - 3. That this benefit be paid not to exceed ninety days, then the employee must use any accumulated sick leave and/or vacation days. Prior to extending this benefit up to an additional ninety days, a review of this case shall be made and a determination made to either continue or use employee in another job classification.
Requested clarifying language
 - 4. That any payment made under this coverage be charged under Fixed

Charges-Supplemental Pay Benefit and a payroll check be issued with all deductions made there from especially required by Federal tax laws.

ARTICLE XXI – MILEAGE PROVISION

The Board will pay each administrator at the rate set by the federal government for approved and required use of an administrator's personal automobile in the course of the performance of official duties.

ARTICLE XXII - LONGEVITY

Longevity compensation will be calculated as follows: beginning with seven (7) years of completed service in the district, administrators will be paid as part of their contractual salary one-half (1/2) day's pay based on the current year's Salary Grade 2 , Step 8 for each year of full-time service in the Dearborn system.

The Superintendent may approve merit compensation for ADSA members. This is not tied to the evaluation process, should not be requested, and will be used for extremely special circumstances for additional work outside of the regular workday/ work year.

In lieu of longevity, the Superintendent may approve merit compensation for administrators not eligible for longevity. The merit scale will be comparable to the merit scale established for exempt Directors as follows:

Years 1-6	\$2,000 - \$5,000
Years 7-10	\$5,000 - \$6,000
Years 11+	\$7,000 - \$8,000

ARTICLE XXIII - ADVANCED DEGREES

Beginning July 1, 1989, individuals who have attained a Masters degree and thirty (30) hours of additional graduate work will receive a stipend. All credits must be verified by means of an official transcript filed with the Humad of \$1,500 per year. A sum of \$2,000 will be paid to those individuals who earn sixty (60) graduate credits beyond the Ed Specialist/Masters degree. Individuals who have earned a PhD or EdD will receive \$3,000. All credits must be verified by means of an official transcript filed with the Human Resources Department.

ARTICLE XXIV – PENSION SUPPLEMENT

Each administrator will receive \$425 per month as a pension supplement.

An administrator who terminates employment by filing through MPSERS for retirement shall also be eligible for a severance pay. Employment at Henry Ford College is not applicable. Members that retire at the end of June, with a minimum of ten years of service and 80 days in their sick bank are eligible for \$75 per day with a maximum payout of \$20k (300 days). The maximum of \$80k in any given year payable in the last pay in June. If the total exceeds \$80k, the amount is prorated based on the original calculation not to exceed \$80k. Severance Pay is not an eligible pension supplement.

ARTICLE XXV– SALARY PLACEMENT

Initial placement of a new ADSA member shall be between step one (1) and step four (4) of the appropriate salary grade. Up to two new ADSA members per year that are new to the District may be placed anywhere on the salary schedule provided evidence of comparable administrative experience is provided to Human Resources.

Promotional placement of existing ADSA members on the salary schedule shall be vertical in step to the appropriate grade.

Demotional placement of existing ADSA members on the salary schedule shall be vertical in step to the appropriate salary grade.

The District may use an additional five salary schedule exemptions. Exemptions will be collaboratively discussed with the union leadership.

ADSA members that resigned from Dearborn Schools and return for rehire at Dearborn Schools in an ADSA position will be placed on the step closest to the step they resigned at plus given credit for experience gained during the temporary break in employment. Seniority is also reinstated.

ARTICLE XXVI – 2018-2023 SALARY SCHEDULE

- 2023-24 & 2024-25
 - Salary increase for each year of the contract will be based on the percentage increase of the foundation allowance or 4 percent whichever is higher.

- 2025-26
 - Salary increase for each year of the contract will be based on the percentage increase of the foundation allowance capped at 3%.

AND

- 1% increase
- 2026-2027 & 2027-2028:
 - Wage Reopener for years 2026-2027 & 2027-2028
 - Foundation Tie Decrease language “Any percentage decrease shall be equal to one-half of any percentage decrease below the prior year foundation.” Allowance” is reinstated in contract language for years 2026-27 and 2027-28.

Any administrator that is rated ineffective on their most recent year end evaluation will not receive a step increase in compensation.

Any increase in the MPSERS pension rate above 25.91% shall result in a decrease in the salary schedule of one third of the percentage increase. For example – if the MPSERS rate increases to 26.91% a one-third percent (1/3%) decrease would result in the salary schedule. The MPSERS rate used to determine the salary adjustment shall be based on the MIP Graded with retiree health normal costs.

The Board will pay the non-contributory portion of retirement for all administrators.

The District has the right to require that all wages be paid through direct deposit.

Administrators who serve their employment with the district will be responsible to reimburse the district a prorated amount of salary for any salary received but not earned due to difference between the payroll schedule and the work year schedule.

**ASSOCIATION OF DEARBORN SCHOOLS ADMINISTRATORS
SALARY SCHEDULE
2023-2024**

GRADE	DAYS	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	238	Principal, Senior High		116,255	119,428	122,600	126,493	132,751	137,396	141,520
2	202	Principal, Middle School		101,299	104,471	107,621	110,987	116,481	120,558	124,174
3A	243	Coordinator I		111,120	114,293	117,464	121,178	127,174	131,626	135,573
3B	238	Coordinator I		103,897	107,067	110,240	113,700	119,326	123,501	127,209

3	202	Asst. Principal, Sr. High								
		Principal, Elementary	97,768	100,961	104,150	107,394	112,712	116,658	120,156	
		Coordinator I								
4	202	Asst. Principal, Middle School	93,713	96,903	100,094	103,196	108,306	112,096	115,459	
5A	250	Coordinator II	102,448	105,638	108,830	112,238	117,794	121,915	125,572	
5B	238	Coordinator II	95,888	99,075	102,266	105,443	110,663	114,536	117,973	
5	202	Asst. Prin., Elementary								
		Coordinator II	89,645	92,835	96,026	98,987	103,886	107,522	110,747	

Article XXVI- Annuity Contribution

As compensation for work performed as an administrator for the Dearborn Public Schools, each administrator will receive a \$425 per month tax-sheltered annuity contribution to the Dearborn Public Schools 403(b) Plan (the "Plan"). To receive a contribution, the administrator must be enrolled in the Plan with a District approved 403(b) tax sheltered annuity vendor.

ARTICLE XXVII - ADSA CATASTROPHIC SICK BANK

- A. The Catastrophic Sick Leave Bank (CSLB) is created. The purpose of the Bank is to provide income continuation to any unit member who has suffered a catastrophic illness and who has reduced his/her personal sick leave bank to zero. Persons receiving CSLB benefits will be treated as if consuming days from their personal sick leave bank with wages and benefits continued accordingly.
- B. All unit members may apply for CSLB benefits when they have exhausted their personal sick leave bank.
- C. CSLB benefits are available to persons who meet the criteria expressed here. A person

is eligible for benefits only if he/she suffered a catastrophic illness or injury. This term means an injury that is life-threatening or disabling in which the person requires extensive treatment and follow-up therapy or convalescence. A catastrophic illness or injury does not include the ordinary diseases of life.

- D. The CSLB shall be funded by contributions from the personal sick leave banks of each unit member. The CSLB will not fall below one hundred days. A deduction of one day will be made from each unit member's bank whenever the CSLB reaches a balance of one hundred days. The ADSA Executive Board will request the deduction through the payroll department. The CSLB shall not exceed one thousand days. Each unit member, upon retirement, may choose to donate their sick bank days to the Central Sick Leave Bank.
- E. CSLB benefits will commence when the CSLB Committee determines that the unit member is eligible.
- F. CSLB benefits will stop when the CSLB Committee determines that the unit member is eligible for long-term disability insurance as provided by the then current collective bargaining agreement.
- G. CSLB benefits are not subject to repayment by the eligible person.

Catastrophic Sick Leave Bank Committee

- 1.
 - a. The Catastrophic Sick Leave Bank Committee is created. The committee is responsible for considering requests for benefits under the Catastrophic Sick Leave Bank. This committee shall consist of six persons, three of whom shall be appointed by the Union, three of whom shall be appointed by the Dearborn Superintendent of Schools.
 - b. The committee may meet and conduct business when at least five members are present. A decision will be made by majority vote of the persons then present.
 - c. The committee shall designate a chair. The chair shall be responsible for calling regular and special meetings, and maintaining decorum.
 - d. The decision of the committee to grant or deny benefits is final and binding on the applicant, the Union and the Board. The decision of CSLB shall be final and cannot be appealed to the Union or the Board.
 - e. Vacancies in committee positions may be filled at any time by the party responsible for appointing the incumbent.
- 2.

- a. CSLB benefits are available to persons who meet the criteria expressed here.
- b. On initial application, an applicant shall submit adequate verification of any application for CSLB benefits. Verification shall include, at a minimum, a statement by two licensed healthcare professionals, at least one of whom shall be licensed to practice medicine, which shall describe the illness or injury suffered, verify that treatment has been provided, and describe the length of confinement to be required. The statement shall include a diagnosis, prognosis, treatment plan and explanation as to why the illness or injury is catastrophic or life-threatening. The committee may require additional verification.
- c. The committee may require the applicant to be examined by an expert of the committee's choice and/or may require the applicant to approve disclosure of medical or hospital records.
- d. No application will be considered if filed more than 30 work days after the applicant has reduced his/her personal sick leave bank to zero. The committee may waive this requirement for good cause.
- e. The committee may terminate benefits previously granted or refuse to grant additional benefits if:
 - 1. The applicant fails to or refuses to provide verification of his/her illness or injury.
 - 2. The committee determines that the applicant has obtained benefits through misrepresentation or fraud.
 - 3. The committee determines that the applicant's continued use of benefits is contrary to the purposes for which the CSLB was created. The decision of the committee is final and binding on the applicant.
- f. Each person receiving CSLB benefits must apply for benefits under the long-term disability insurance plan then in effect. The CSLB committee has discretion to waive this requirement.
- g. CSLB benefits may not be used in lieu of disability retirement, general retirement, or contract benefits to which the person is eligible. The CSLB committee has authority to refuse or terminate benefits paid to a person who the committee determines is eligible for other contract benefits.
- h. The decision of the committee is final and not subject to the grievance procedure.

ARTICLE XXVIII – MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrative contracts heretofore in effect. All individual administrative contracts shall be subject to the terms of this Agreement and this Agreement shall be part of the established personnel policies of the Board affecting administrators.

Reverse Conformity to Law Clause: Certain provision of this agreement may be affected by 2011 PA 103. The parties have not reached agreement with regard to which provisions, if any, are so affected. Therefore, the Employer reserves the right to contend that a clause or section is not enforceable as a consequence of that statute. The Union reserves the right to disagree.

ARTICLE XXIX – WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the ADSA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXX – CONFORMITY TO LAW CLAUSE

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

ARTICLE XXXI– DURATION OF CONTRACT

This Agreement shall be effective on ratification, and shall continue in full force and effect until June 30, 2023. On or about March 1, 2023, either party may give written notice to the other of

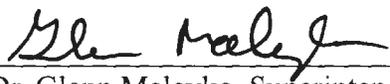
its desire to negotiate a new agreement for the following year and meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice of otherwise violate the law by any improper recognition of or support or assistance to the ADSA.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 29th day of September, 2023.

**For the Board of Education
of the School District of the
City of Dearborn**

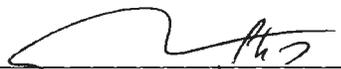


Jim Thorpe, President

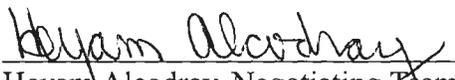


Dr. Glenn Maleyko, Superintendent

**For the Association of Dearborn
School Administrators'**



Joshua Tynan, ADSA President



Heyam Alcodray, Negotiating Team