

**AGREEMENT**

**between**

**BOARD OF EDUCATION  
SAGINAW TOWNSHIP COMMUNITY SCHOOLS**

**and**

**SAGINAW TOWNSHIP  
ADMINISTRATORS ASSOCIATION**

**October 14, 2014 through June 30, 2016**

**Saginaw Township Community Schools  
Saginaw, Michigan**

**Successor to the Agreement expiring June 30, 2013**

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**MASTER AGREEMENT**  
between the  
**Saginaw Township Board of Education**  
and the  
**Saginaw Township Administrators Association**

**PREAMBLE**

In carrying out the basic purpose of this school system, the education of the children and youth of the community, the Board of Education recognizes the need for highly competent school administrators; and further recognizes that in order to attract and maintain an administrative staff of high quality, it is necessary that the School District provide salaries and other benefits which are competitive with those provided in comparable districts and in other professional pursuits.

Any action of the Board, its members, or its designated representative that is critical of, or in response to criticism of an administrator's professional performance, is recognized as being extremely serious, to be taken only after careful, tempered consideration of the reasons for such action. The provisions of this Agreement are binding over the Individual Administrative Contract of Employment.

**ARTICLE 1**

**RECOGNITION**

The Board recognizes the Association as the exclusive bargaining representative for the following employees in the District including principals, assistant principals, district athletic director, director of community services, supervisor of buildings and grounds, custodial coordinator, nutrition services supervisor, supervisor of transportation, director of special education, talent development coordinator, coordinator of technology services, student information system coordinator, business services manager, information technology manager, network administrator, dean of students and all other administrators; but excluding the superintendent, Central Office Directors, temporary and confidential employees. The term "Administrator," when used hereafter in this Agreement, shall include all the aforementioned administrators except those excluded.

**ARTICLE 2**

**ASSOCIATION AND ADMINISTRATOR RIGHTS**

Section 1. Pursuant to the Michigan Public Employment Relations Act, employees of the Saginaw Township Community School District have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board will not directly nor indirectly discourage, deprive or coerce any Administrator in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United

States; that it will not discriminate against any Administrator with respect to any terms or conditions of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict to any Administrator rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, providing the school is not in session. Such activities will not interfere with normal school business and operations, or the management responsibilities of the Administrator involved. This section does not apply to activities related to the grievance procedure.

Section 4. The Association may use the district's inter-school mail service for communications to its members provided distribution of Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

Section 5. Employees may have access to the internet and e-mail for their personal use free of charge so long as such use is not during scheduled working hours and such use does not create any additional expense for the District. Employees' use will comport with the expectations of the public for use of public property. There is no expectation of privacy when the employee uses the internet and e-mail. All use may be monitored at any time. All use is subject to disclosure under the Freedom of Information Act (FOIA).

Section 6. The Board agrees to furnish to the Association, upon written request and within a reasonable time, such data as it may possess concerning the financial resources of the district, the cost of programs, and information on any other subject which the Board is obligated to negotiate together with any information it may possess which is relevant and material to the processing of any grievance.

Section 7. The required service of Administrators shall be limited to activities sanctioned by the Board and connected with the public schools.

Section 8. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

Section 9. The Board may consult with the Association on any and all fiscal, budgetary, or tax programs, construction programs, or revisions of educational policy with the exception of that which, at the Board's discretion, is determined to be of a confidential nature as defined by the Freedom of Information Act.

Section 10. The Board of Education or representative designated by the Board shall meet with members of the administrative staff at such times as either group may deem it necessary or desirable to discuss matters having to do with the administration of this school system.

### **ARTICLE 3**

#### **BOARD RIGHTS**

Section 1. Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the district, reserves unto itself full rights, authority, and discretion in the discharge of their duties and responsibilities to control, supervise, and manage the Saginaw Township Community School system and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

Section 2. The exercise of the foregoing rights, authority, and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3. This contract incorporates the parties' full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

### **ARTICLE 4**

#### **PAYROLL DEDUCTIONS**

The Board will provide that, whenever duly authorized by any Administrator on a form or forms approved by the Board, payroll deductions on behalf of such employee shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:

- a. Donation to United Way Fund;
- b. Premiums under a contributory life insurance program;
- c. Payments to financial institutions pursuant to board policy and/or practice or as mutually agreed;
- d. Employee contributions to 403(b) programs.

## ARTICLE 5

### PROTECTION

Section 1. This section deals with assault or alleged assault on an Administrator in the performance of their official duties. Administrators shall report promptly to the Superintendent, or a designated representative, in writing, all cases involving serious abusive conduct directed toward them. If an alleged assault is by a pupil, the assaulting pupil shall be dealt with under the provisions of the Student Discipline Code adopted by the Board of Education. If the assault is by a person who is not a pupil of the District, the Superintendent will report the incident promptly to the appropriate law enforcement authorities and will provide all reasonable assistance to the Administrator in the handling of the incident by law enforcement, legal or medical authorities.

Section 2. Any complaint made against an Administrator or person for whom the Administrator supervises will be promptly called to the attention of the Administrator if such complaint is to be used as a basis for involuntary transfer or any disciplinary action against the Administrator.

Section 3. Liability Insurance. The School District shall provide, without expense to any Administrator, a policy of liability insurance insuring all Administrators against claims made for any negligent act, any error, any omission or any breach of duty by an Administrator while acting in their capacity as an Administrator. Minimum limits shall be not less than \$1,000,000.00, subject to the terms and conditions of the carrier. A copy of such insurance policy shall be provided to any Administrator upon request. The School District's responsibility to indemnify any Administrator against such claims shall be limited to the coverage provided by any and all terms and conditions of said policy.

Section 4. If an Administrator is required to be absent from school as a result of a personal injury caused by an assault against the Administrator in the course of employment as such Administrator, the Administrator's full salary will be paid, less the amount of any Workers' Compensation benefits, for a period of time not exceeding two (2) calendar years. Any such absence will not be charged to the Administrator's annual or accumulated sick leave.

Section 5. Loss/Damage to Personal Property. The Board will reimburse an Administrator, in an amount not to exceed \$250.00 or the administrator's personal insurance deduction, whichever is less per year, for loss or damage or destruction while on duty in the schools to personal property, when the Administrator has not been negligent. Administrators who bring personal property into the school will be reimbursed for damages or loss only if permission is received in writing from the Superintendent to bring such property into the schools. Forms will be provided for permission to bring property into the schools. The amount of liability accepted by the schools will be indicated in writing. The Superintendent by his/her own discretion may extend this limit on a case-by-case basis.

## ARTICLE 6

### SCHOOL BUILDING STAFFING

Section 1. When there is a reduction in the number of administrators at an elementary school, middle school or high school (including alternative high school) upon the request of the Saginaw Township Administrator Association President, the Superintendent will discuss the matter with the Association President and the principal of the building affected.

Section 2. School Building Staffing. During the 2013-2014 School Year such staffing was:

- a. Elementary Schools: a full-time principal.
- b. Middle School: a full-time principal, two (2) full-time assistant principals, and a full-time dean of students.
- c. High School: a full-time principal, a full-time assistant principal, a full-time assistant principal/athletic director and two (2) full-time deans of students.
- d. Alternative High School: a full-time principal.

## ARTICLE 7

### VACANCIES, PROMOTIONS, TRANSFERS, AND REDUCTIONS

Section 1. Posted Vacancies. The Board retains the sole right to determine who will be appointed to a vacancy. The Board retains the right to appoint a qualified employee within the bargaining unit when filling vacancies without considering external candidates. The Board will consider qualified employees within the bargaining unit along with external candidates when filling a posted vacancy. Any internal applicant who is not selected for a position for which he/she has applied shall receive notice of his/her non-selection.

Section 2. Request for Transfer. The Board recognizes that it is desirable in making assignments to consider the interests, certification, qualifications, and aspirations of its Administrators. When there is a vacancy, requests by an administrator for transfer or promotion to a different position or building shall be made in writing, one copy of which shall be filed with the Superintendent, and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the building or position sought, and the applicant's qualification.

Section 3. A vacancy occurring during the school year may be filled on a temporary or tentative basis until the end of the normal school year. If the position is to continue after the school year it will be posted.

Section 4. Involuntary Transfer. The Superintendent will provide ten (10) working days advance notice of an involuntary transfer except in case of an emergency or undue disruption.

Administrators being involuntarily transferred shall be afforded an opportunity to discuss such action informally with the Superintendent during the 10 working days advance notice before the transfer is made. It is recognized that that at least 21 calendar days advance notice is desirable. Volunteers may be considered before an administrator is involuntarily transferred.

Prior to an involuntary transfer based on performance deficiencies, effort will be made to provide the Administrator with coaching and training.

Section 5.     Reduction Due to Layoffs. The Association will be advised of pending reduction and/or reconfiguration of classifications. Such changes will be discussed between the parties upon request. Upon the Association's request, the Board shall promptly supply the Association with all relevant information and/or financial data that the Board relied upon in concluding that such a change is necessary.

When implementing such changes, the Employer will consider total experience as an administrator, certification, district seniority, critical nature of present position, evaluation record and professional versatility when determining who to retain and the assignment. District seniority is defined as the length of continuous service to the district.

Section 6.     All administrators who are reduced from the bargaining unit as a result of layoff shall have recall rights equivalent to their years as an administrator, but in no event shall this extend beyond three (3) years.

Section 7.     Notice of Assignment. All administrators shall be notified by June 30th of their tentative administrative assignments for the coming year.

Section 8.     Interviews for Administrator Vacancies. When interviews are held for positions represented by the bargaining unit, employees of the bargaining unit may offer to serve on the interview committee. The district has the right to accept or reject such offers. The district may require employees of the bargaining unit to serve on such committees.

## **ARTICLE 8**

### **JOB DESCRIPTION**

Section 1.     To improve administrative functions, Administrators may recommend to the Superintendent new positions or changes to existing positions within the bargaining unit. Recommendations are anticipated from Administrators when a bargaining unit position that reports to that Administrator is posted. It is the Superintendent's sole discretion for the use of such recommendations.

Section 2.     If new administrative positions are to be proposed by the Board during the term of this contract, the Association shall be appraised, in writing, of the establishment of such position prior to the announcement of the existence of such position and the Board and Association shall negotiate salary, hours, and working conditions applicable to such position. Every effort will be

made to complete these negotiations prior to the posting, interviewing and hiring for said position. If negotiations over the new position are not concluded at the time of hire, the administration may set the initial wages, hours, terms and conditions of employment which shall remain subject to continued negotiations.

Section 3. All job descriptions and postings in existence will be kept on file and available in the Office of Human Resources.

Section 4. If an Administrator feels that his or her job description has changed substantially, either by adding or changing responsibilities and duties, during the term of this agreement, the Administrator may request a review by the STAA. The STAA's review shall not be limited to a review of only the job description, but may include a review of salary. Following that review, if the STAA deems it appropriate, it will request that the District and STAA review the matter.

## ARTICLE 9

### PROFESSIONAL GROWTH FUND

Section 1. A Professional Growth Fund for each administrator of Twenty-Four Hundred (\$2,400.00) Dollars annually will be implemented. The Professional Growth Fund is to be used for attendance at professional meetings related to the administrator's area of expertise or professional responsibilities, materials, periodicals, certification, memberships in professional organizations, and professional improvement plans. The supervisor may direct an employee to use the funds to address a performance deficiency. Monies from the Professional Growth Fund will be paid on a reimbursement basis and may also cover meetings. Expenditures of professional growth funds shall be approved by the employee's supervisor.

Section 2. Advances. Administrators may apply for a conference request advance in conjunction with this Article and standard business office procedures. Attempts will be made to address administrative advance requests. All special or unusual requests must be approved by the Director of Finance so as to maintain the accountability and integrity of the process. Requests for attendance at professional meetings will not be denied without just cause, which shall be provided to the Administrator requesting such approval. An administrator may request reimbursement in the prior year to be deducted from the current year's amount. These monies are not transferable from one administrator to another.

Section 3. Computer and Technology Purchases. Each administrator may spend up to one-half (½) of his/her professional growth fund, including any carry over, on computer related technology, including a personal computer/laptop and a PDA, (including purchases of phones with PDA functionality [e.g., "Blackberry"]) to be used at both school and home. The purchases shall become the personal property of the Administrator. The option to purchase a computer/laptop and a PDA can be used every three (3) years.

A tablet will be considered a PDA. An administrator may purchase a tablet as a PDA regardless of the last time a non-tablet PDA was purchased. If that purchase is less than three (3) years

since purchasing a non-tablet PDA, another PDA whether a tablet or non-tablet cannot be purchased until six (6) years after the non-tablet PDA. The purchase of software with these funds is not allowed, unless already loaded and included as part of the purchase.

These funds may be used for reimbursement for wireless services provided that the phone number has been provided to fellow administrators and to the administrator's staff for contact when away from the office. Such reimbursement will not exceed thirty dollars (\$30.00) each month of the year. For any month ending following ratification, such reimbursement will not exceed forty dollars (\$40.00) each month of the year.

Section 4. Carry Over. It is the stated policy of this agreement that the individual administrators shall be encouraged to use their Professional Growth Fund each year. However, if an administrator does not use all of his or her funds, he or she will be allowed to carry over all remaining funds granted in that year. Any unencumbered professional growth funds from the prior year will be credited to the administrator's professional growth fund account by July 31st and the administrator shall be notified of the amount carried over.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

Section 1. A grievance is hereby defined to mean a complaint by an Administrator or a group of Administrators based on an alleged violation of this Agreement or a dispute involving the meaning, interpretation, or application thereof.

Section 2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the chairperson of the professional grievance committee shall permit the aggrieved party or parties to proceed to the next step.

Section 3. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. Both parties may mutually agree to extend the time limitation of any step in this procedure.

Section 4. A grievance that affects more than one Administrator not reporting to the same immediate supervisor may be submitted in writing to the Director of Human Resources.

Section 5. If any employee covered by this Agreement shall present any grievance, it shall be consistent with the provisions of this Agreement. The Association shall be permitted to be heard at each formal level of the procedure under which the grievance shall be considered.

Section 6. Level One. An informal settlement between the aggrieved Administrator and the Director of Human Resources shall be attempted.

Section 7. Level Two. If the grievance shall not have been disposed of at the informal level, the Administrator with the grievance, with or without the chairperson of the professional grievance committee or its designee, shall present the grievance to the Director of Human Resources within twenty (20) calendar days of the occurrence of the knowledge of the event upon which the grievance is based. The Director of Human Resources shall retain discretion to designate the person deemed to be the immediate supervisor of the grievant to represent the Board at this level.

Section 8. Level Three. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within five (5) school days after presentation of the grievance to the Director of Human Resources or designee described above, the grievance shall, within the next five (5) school days, be referred to the Superintendent of Schools.

The Superintendent, or a designee, shall represent the Board at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent, or a designee, shall meet with the aggrieved employee and the designated representatives of the Association in an effort to settle the grievance.

Section 9. Level Four. In the event that the grievance shall not have been disposed of at Level Three or in the event that no decision has been rendered within five (5) school days after the Level Three meeting, either party may request, in writing and within five (5) school days, the assistance of a State Mediator in an effort to amicably settle the matter. Under no circumstances shall the mediator make any formal recommendations.

Section 10. Level Five. In the event that the grievance shall not have been satisfactorily disposed of at Level Four, within ten (10) days either party may refer the grievance to binding arbitration. In the event the grievance is referred to arbitration as set forth above, the Association and the Board's designated representative shall, within ten (10) days mutually agree to an independent third-party neutral. If the designees are unable to select an independent third-party neutral, the Arbitrator shall be selected through the American Arbitration Association (AAA) procedures by submission of a Demand for Arbitration with the AAA. Thereafter, the matter shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA. The Arbitrator shall determine the issue and the Arbitrator's decision shall be final and binding upon the parties. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the agreement, or to determine disputed facts upon which the application of the agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider it its function to rule upon any issue not submitted or to interpret or apply the agreement to change what can fairly said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, subtracts from or adds to, any of the terms or provisions of this agreement. The parties' past practices can be relevant evidence in interpreting or applying ambiguous terms of the agreement, but may not be used to justify or result in a modification (whether by addition or subtraction) of the clear and unambiguous written terms of this agreement.

The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

## **ARTICLE 11**

### **Power of Emergency Financial Manager**

As required by Public Act 9 of the Public Acts of 2011 and unless otherwise repealed or modified by the legislature, an emergency manager appointed pursuant to and in accordance with the Local Financial Stability and Choice Act, Public Act 436 of 2012, replacing the Local Government and School District Fiscal Accountability Act, Public Act 4 of 2011, may reject, modify, or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act and only to the extent provided by law and further only to the extent all substantive and procedural requirements of the statute have been fulfilled. This agreement does not waive any procedural, substantive and/or constitutional defenses to the application of the statute or any rules promulgated under the statute.

## **ARTICLE 12**

### **ADMINISTRATIVE PERFORMANCE STANDARDS**

#### Section 1.     Probationary Status.

- a. Administrators on probation during their first year of employment as an Administrator may be released without recourse to the grievance procedure during the period of time they are considered on a probationary status.
- b. The determination to release such Administrators rests solely and exclusively with the employer.

Section 2.     Discipline. No Administrator who has completed the probationary period shall be reprimanded, disciplined or discharged without just cause.

## **ARTICLE 13**

### **NEGOTIATION PROCEDURE**

The parties shall abide by the Public Employment Relations Act (Act 336 of the Public Acts of 1947). The Board of Education or representatives designated by the Board shall meet with the Administrative Association prior to May 1st of the year in which this contract will expire, for the purpose of initiating negotiations for administrative contracts.

## ARTICLE 14

### COMPENSABLE SICK LEAVE

Section 1. Sick Leave. Each Administrator shall be granted twenty-four (24) sick leave days at the beginning of each fiscal year. Effective July 1, 2009, each Administrator shall be granted twenty-two (22) sick leave days at the beginning of each fiscal year. The unused portion of such allowance shall accumulate from year to year for the duration of this contract to a maximum of 180 days. If an Administrator's sick leave expires, additional sick leave may be granted by the Board.

Administrators who have accumulated days in excess of 180 as of June 30, 1990, shall not forfeit but shall be required to draw from their bank for purposes of sick leave until the bank is reduced to the 180-day maximum. Such administrator shall not receive additional days until an administrator's total accumulated days falls below the 180-day limit.

Section 2. Absences which may be charged to an Administrator's sick leave are as follows:

- a. Administrator's personal illness or emergency illness in the family.
  - 1) Personal illness
  - 2) Emergency illness in the immediate family (when no other arrangements can be made for necessary care.) The time allowable shall not exceed five (5) working days.
- b. Any Administrator having exceeded their accumulated sick leave days may request additional days. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two representatives of the Board of Education and two representatives appointed by the Executive Board of the Association. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by a majority decision of the Sick Leave Review Board.

## ARTICLE 15

### OTHER COMPENSABLE LEAVE

Section 1. Absence with Pay. Absence with pay not chargeable against the Administrator's sick leave may be granted for the following reasons:

- a. Personal. Administrators will be granted four (4) personal days per year. One (1) unused day may be carried over to the next school year. A maximum of five (5) days will be available in any school year.

Such leaves shall be arranged in advance and provisions made for handling responsibilities in the Administrator's absence.

Requests for days for personal leave on days when students attend school that are immediately prior to or immediately following any holiday or recess will usually not be granted. The Superintendent however may approve use of a personal day in such situations on a case by case basis. Such approval in one case will have no effect on any other similar request.

- b. Bereavement Leave. An employee will be allowed time off without loss of pay and without charge to other leave to make arrangements and/or attend the appropriate death related service (e.g., funeral, memorial service), subject to the approval of the superintendent as follows:
  - 1) Leave for the immediate family will not exceed three (3) work days. The immediate family includes spouse, child, stepchild, adopted child, parent, stepparent, parent-in-law, grandparent, sibling, or any relative who is a permanent resident in the employee's home.
  - 2) Leave for close relatives (other than the immediate family as defined above), and friend will not exceed one (1) working day.
  - 3) Up to two (2) days for extended travel may be allowed for bereavement leave in the immediate family.
  - 4) Additional days off for bereavement may be approved by the Superintendent. Such time will be accounted for by a modification of the employee's work calendar; charged to personal days and/or vacation; or be without pay, at the employee's discretion.
- c. Emergency. Leaves for items of an emergency nature may be granted as a discretionary measure by the Superintendent, or a designated representative.
- d. Selective Service Physical. Time required by law to take selective service physical examination.
- e. Jury Duty. An Administrator called for jury duty shall continue on regular pay status less any amount paid the Administrator by the court for said jury duty excluding travel expenses.
- f. Subpoena. An Administrator in connection with assigned duties who is subpoenaed for an appearance in a court of law shall be granted leave time at regular pay, except in actions filed by the Association or by the Administrator.

Section 2. Sabbatical Leave. An Administrator may, on recommendation of the Superintendent and approval of the Board, be granted a sabbatical leave with compensation.

Procedure. An administrator's sabbatical leave shall be for a specified period of no less than three (3) months and no more than twelve (12) months. Application for a sabbatical leave must be submitted in writing to the Administrator's supervisor no less than 180 calendar days before the anticipated starting date of such leave. Sabbatical leaves for Administrators may be compensated in accordance with the following schedule:

<u>Years of Service as an Administrator in District</u>	<u>% of Salary</u>
6	50%
7	66%
8	83%
9	100%

An Administrator granted a sabbatical leave with compensation shall not engage in remunerative work during the term of the leave without the written approval of the Superintendent.

An Administrator granted a sabbatical leave with compensation must sign an agreement to return to service in the District immediately on the termination of the leave, and do so in good faith for not less than two (2) years thereafter. Failure to comply must result in refund by the Administrator to the District of any and all compensation received from the Board during the leave period plus interest at the annual rate of five percent (5%), payable within two (2) years of the termination date of the sabbatical leave.

Requirements and status while on sabbatical leave:

a. Financial Policies.

- 1) Payment of salary to an Administrator on sabbatical leave shall be made in accordance with provisions of the Board for payment of salary to other Administrators.
- 2) On returning from sabbatical leave, the Administrator shall be entitled to the automatic salary schedule increments as though the Administrator had been in continuous service in the school system.
- 3) Sick leave and business leave policies shall continue to apply to any Administrator on sabbatical leave.
- 4) Fringe benefit provisions shall continue in full during the sabbatical leave.

- b. Reports Required. The Board shall require, and the Administrator shall promptly furnish, a written report containing sufficient information to enable the Board to determine that the leave is being utilized in the approved manner.

## **ARTICLE 16**

### **NON-COMPENSABLE LEAVE**

Section 1. Family and Medical Leave Act. Eligible employees shall be entitled leave in accordance with the provisions of the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.

Section 2. Leaves of Absence Generally. Administrators may submit a written request for leave of absence for consideration by the Superintendent and the Board. The request for leave of absence shall state the reason and the proposed beginning and ending date of the leave of absence. Whether a leave of absence will be granted shall be within the Board's sole decision and, generally, absent a clear showing of exigent circumstances, a leave of absence will not be granted. No compensation or other employee benefits shall accrue to an administrator during any leave other than Family and Medical Leave Act leave. Employees returning from an approved leave of absence shall only be eligible for the next available position at the next salary step in the assigned position. Administrators who do not return to work at the conclusion of their leave of absence, as stated in their written request, shall automatically be considered as a voluntary quit without any further rights under this Agreement.

## **ARTICLE 17**

### **SALARY PROVISIONS**

Section 1. Placement on the salary schedule shall be determined by the Superintendent at the time of initial employment as an Administrator in the District. Prior experience credit may be allowed by the Board acting on the recommendation of the Superintendent. An Administrator may not be granted credit for experience in excess of their actual previous administrative experience. For work performed in the fiscal year beginning July 1, 2015, an Employee who is not yet on Step 6 of the salary schedule, will be placed one step higher than the step (s)he had been on June 30, 2013 or upon date of hire.

Section 2. Placement on the salary schedule of an Administrator reassigned within the District shall be determined at the time of reassignment. Administrators who are reassigned for reasons other than performance, demotion, mutual agreement or as a result of downsizing shall retain their salary schedule status at the time of the reassignment. An administrator reassigned to a position paying a higher salary shall be placed on a salary schedule for the new position. Prior administrative experience credit may be allowed by the Board acting on the recommendation of the Superintendent on behalf of said Administrator pertaining to their placement on the scale.

Section 3. Credit for Additional Hours. Administrators will maintain the salary advancement for additional hours of college or university credits or additional degrees in effect on June 30, 2013 or upon date of hire.

For work performed in the fiscal year beginning July 1, 2015, Administrators who qualify under the terms of the salary schedule currently in force for advancement in salary for additional hours of college or university credits or by any additional degrees shall be paid on the new schedule at a pro-rated amount to be determined at the time the proper evidence of additional hours has been certified by the personnel department. Credit shall be given on the following scale:

MA+15	\$1,500
MA+30	\$3,200
MA+45	\$3,500
Ed S	\$3,700
PhD	\$4,000

Section 4. If an Administrator does not hold a Masters Degree, the Administrator will receive \$1,500.00 less salary than the salary scale indicates, and shall not advance beyond the second step of the scale until they receive said degree, unless said degree is not a bona fide requirement for the position.

Section 5. An Administrator initially employed after July 1 shall be paid a salary for the first year based on the salary schedule for Administrators then in force and reduced in proportion to the number of work weeks remaining in that school year.

Section 6. The salary scale on which the Administrator's salary is calculated shall be indicated on the face of the Individual Administrative Contract of Employment signed by the Administrator and the Superintendent representing the Board of Education.

Section 7. Salary Schedule (Appendix A)

Effective June 30, 2014	Base	\$78,029	
Effective October 14, 2014	Base	\$75,103	3.75 % reduction

Extra Days. The Superintendent may extend the administrator's contract by adding up to ten days in cases where the administrator has less than a 240 day contract. The said administrator shall be paid his/her daily rate for each day worked. Signed prior authorization must be in effect prior to the payment of these days. An administrator who works 240 days or more, with authorization approved in advance, considering workloads, may receive pay for vacation days in lieu of time off if the administrator would lose vacation days due to inability to schedule time off.

Daily Rate. The daily rate of an Administrator shall be the base pay including both credit for additional hours (§3 above) and longevity (§8 below) divided by the number of days assigned by individual contract.

Section 8. Longevity. After serving ten (10) complete years in an administrative position in the District, the Administrator shall be entitled to longevity pay of three percent (3%). The Administrator shall receive similar longevity for each five (5) year period beyond ten (10) years, up to a maximum longevity pay of nine percent (9%). For work performed in the 2014-2015 fiscal year, an Employee will maintain the longevity rate in effect on June 30, 2013.

Section 9. Fringe Benefits - Blue Cross/Blue Shield Community Blue PPO Plan. The Board agrees to provide Blue Cross Blue Shield of Michigan Comprehensive Hospital Certificate and Professional Services Group Certificate with Riders D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLE1, ML, FAERC, Plus-15, PPNV, AS1, DC, SD, Trust-15; Master Medical Certificate Option 1; Preferred RX Certificate \$10.00 generic/\$20.00 brand Co-pay with a 90-day MOPD; Medicare Complementary Exact Fill, Numerous Legal Clarifying riders.

Effective August 1, 2012, Office and Chiropractic visits will increase to \$20.00 and the prescription co-pays will change to \$10.00 generic/\$20.00 formulary brand (preferred)/\$50.00 non-formulary brand (non-preferred).

NOTE: Some of the designated terms listed above may be changed by the carrier. The coverage will not change.

There will not be any duplication of District-provided benefits for health insurance (e.g., husband and wife both working for the District).

Abortion Rider: The employee paid portion of the premium rate participation includes the rider covering abortion benefits.

Section 10. Term Life Insurance. Administrators shall be provided a term life insurance policy in the amount of \$80,000.00 during the life of the contract. Such policy shall have conversion privileges subject to the terms of the carrier.

Section 11. Dental Insurance. Administrators shall receive a dental plan that provides a minimum 80% coverage with \$1,300.00 orthodontic benefits, but in no case less than coverage provided to teachers in the District.

Section 12. Vision. Vision care shall be VSP2-Silver and shall be effective December 1, 2004.

Section 13. Long Term Disability. A plan for Long Term Disability (LTD) will be provided as follows:  $66\frac{2}{3}\%$  of the administrator's total salary up to a maximum of \$8,000.00 per month following a waiting period of 180 calendar days. The monthly maximum will be \$8,500 effective July 1, 2009.

Section 14. Travel Allowance.

- a. Each building principal shall receive \$40.00 per month for ten (10) months and each assistant principal shall receive \$30.00 per month for ten (10) months.
- b. Actual mileage shall be reimbursed at the IRS mileage allowance rate in effect at the time the mileage is submitted for reimbursement for any Administrator not assigned to a building who has District-wide responsibilities.
- c. Administrators may submit for reimbursement of actual miles driven outside the District in the course of their work. The reimbursement rate shall be the IRS mileage allowance currently in effect at the time the mileage is submitted for reimbursement.

Section 15. Health Care Cost Containment.

- a. Any premium contribution will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.
- b. Employees hired by the district after July 1, 2012 who are then or thereafter subject to this collective bargaining agreement will contribute toward health insurance, vision insurance and dental insurance. These contributions will be by payroll deduction beginning the first pay period for the school year for the applicable number of pay periods. Such deductions will be pursuant to a qualified premium-only, pre-tax payroll deduction plan. The employee contribution for dental and vision insurance will be ten percent (10%) of the applicable insurance's cost or illustrative rate. The health insurance contribution is as indicated in paragraphs c and d below.
- c. Administrators receiving the health care benefits shall pay the following monthly premium contributions for 2014-2015 based on their date of hire in the district:

	Hired: On or before 7-1-2012	After 7-1-2012
i. Single:	\$ 78.74	\$ 88.74
ii. Two Person:	\$169.73	\$212.97
iii. Full Family	\$229.77	\$266.20

- d. For fiscal years beginning after June 30, 2015, the monthly contribution for 1 person, 2 person, and full family coverage will be 15.0% of the illustrative rate that becomes effective July 1, of that fiscal year for the selected health care plan.

Section 16. Flexible Spending Account. During the 2009-2010 school year the district will establish a flexible spending account program that participating employees can fully fund through payroll deductions. This program will be for the reimbursement of IRS qualified health and/or dependent care expenses. Participation will be on a voluntary basis.

Section 17. Right to Select Carriers. Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the district. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company. Unless specifically agreed otherwise, the carriers shall be the same carriers insuring teachers.

Section 18. Termination of Coverage. When an employee terminates employment with the district, including retirement or resignation:

- a. Coverage for both Long Term Disability Insurance (Section 13) and Term Life Insurance (Section 10) will end on the last day of employment.
- b. Health Care Benefits (Section 9), Dental Insurance (Section 11) and Vision Insurance (Section 12) will end on the last day of the last month of employment

Section 19. Effect of Legislation. Should the district be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the district under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that this Agreement shall automatically re-open for purposes of re-negotiating provisions herein to avoid duplication.

Section 20. Payment. Employees will be paid bi-weekly by direct deposit. The employee will choose the financial institution for deposit. The annual salary will be divided into 26 pays. Employees who begin after the start of the school year will have their salary divided by the remaining number of pays. Employees will not be eligible for summer lump sum pay off, unless otherwise approved by the employer.

## **ARTICLE 18**

### **NO STRIKE**

The Association and the Board recognize that strikes and other forms of work stoppages by Administrators are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with any provision of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

The Board agrees that it will not move to deny Administrators, either individually or collectively, any provision of this contract.

**ARTICLE 19**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of ratification beginning on October 14, 2014 and shall cover wages and benefits through June 30, 2016. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

The parties further agree that 60 days prior to July 1, 2016, they will commence negotiations.

SAGINAW TOWNSHIP COMMUNITY  
SCHOOLS BOARD OF EDUCATION

SAGINAW TOWNSHIP  
ADMINISTRATORS ASSOCIATION

/s/ Marianne C. Bird  
President

/s/ Michael Newman  
President

/s/ Michael J. Colucci  
Secretary

/s/ Dick Sebring  
Chief Negotiator

Date: September 14, 2015

Date: September 14, 2015

**Letter of Understanding  
between  
SAGINAW TOWNSHIP COMMUNITY SCHOOLS  
and the  
SAGINAW TOWNSHIP ADMINISTRATORS ASSOCIATION**

**RE: Prohibited and Illegal Subjects of Bargaining**

The Saginaw Township Administrators Association and Saginaw Township Community Schools are parties to a collective bargaining agreement. They have recently negotiated an agreement through June 30, 2013.

During the course of negotiations, the parties reviewed recent legislative changes that have affected their bargaining relationship, e.g., Public Acts 100, 101, 102 and 103 of 2011. While some of the effects of such changes are self-evident others are not. The parties have arrived at this collective bargaining agreement using their best judgment concerning these changes, while realizing that they have may not have captured all of the nuances attributable to such changes. In recognition of this situation, the parties agree that should a grievance arise and there is a claim that the alleged contractual violation involves a prohibited or illegal subject of bargaining, that matter will be determined by the Michigan Employment Relations Commission (MERC) prior to being heard by an arbitrator.

**Appendix A**  
**Saginaw Township Community Schools-Effective July 1, 2013 through October 13, 2014**

<b>POSITION/STEP</b>	<b>DAYS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>						
High School Principal	240 days	\$ 93,635	1.2000	\$ 96,756	1.2400	\$ 99,877	1.2800	\$ 102,998	1.3200	\$ 106,119	1.3600	\$ 109,241	1.4000
Middle School Principal	230 days	\$ 87,392	1.1200	\$ 90,123	1.1550	\$ 92,855	1.1900	\$ 95,586	1.2250	\$ 98,317	1.2600	\$ 101,048	1.2950
Elementary Principal	220 days	\$ 83,491	1.0700	\$ 85,442	1.0950	\$ 87,392	1.1200	\$ 89,343	1.1450	\$ 91,294	1.1700	\$ 93,245	1.1950
Elementary Principal/TD Coordinator	220 days	\$ 83,491	1.0700	\$ 85,442	1.0950	\$ 87,392	1.1200	\$ 89,343	1.1450	\$ 91,294	1.1700	\$ 93,245	1.1950
Assistant Middle School Principal	215 days	\$ 79,668	1.0210	\$ 81,595	1.0457	\$ 83,491	1.0700	\$ 85,442	1.0950	\$ 87,314	1.1190	\$ 89,187	1.1430
Assistant High School Principal	225 days	\$ 83,491	1.0700	\$ 85,598	1.0970	\$ 87,705	1.1240	\$ 89,811	1.1510	\$ 91,918	1.1780	\$ 94,025	1.2050
Dean of Students	200 days	\$ 40,000	0.5126	\$ 41,000	0.5254	\$ 42,000	0.5383	\$ 43,000	0.5511	\$ 44,000	0.5639	\$ 45,000	0.5767
Athletic Director	235 days	\$ 84,513	1.0831	\$ 86,917	1.1139	\$ 89,320	1.1447	\$ 91,723	1.1755	\$ 94,126	1.2063	\$ 96,530	1.2371
Athletic Director/Asst High School Principal	235 days	\$ 84,513	1.0831	\$ 86,917	1.1139	\$ 89,320	1.1447	\$ 91,723	1.1755	\$ 94,126	1.2063	\$ 96,530	1.2371
Director of Community Services	255 days*	\$ 80,300	1.0291	\$ 81,712	1.0472	\$ 83,124	1.0653	\$ 84,537	1.0834	\$ 85,949	1.1015	\$ 87,361	1.1196
Mackinaw Academy Principal	220 days	\$ 72,637	0.9309	\$ 73,995	0.9483	\$ 75,392	0.9662	\$ 76,898	0.9855	\$ 78,435	1.0052	\$ 79,972	1.0249
Talent Development Coordinator	220 days	\$ 66,582	0.8533	\$ 69,149	0.8862	\$ 71,716	0.9191	\$ 74,284	0.9520	\$ 76,944	0.9861	\$ 79,675	1.0211
Nutrit Serv/Bldg & Grds Supervisor	260 days*	\$ 73,152	0.9375	\$ 76,227	0.9769	\$ 79,441	1.0181	\$ 82,656	1.0593	\$ 85,871	1.1005	\$ 89,086	1.1417
Buildings & Grounds Supervisor	260 days*	\$ 69,430	0.8898	\$ 72,450	0.9285	\$ 75,477	0.9673	\$ 78,684	1.0084	\$ 81,899	1.0496	\$ 85,114	1.0908
Nutrition Services Supervisor	250 days*	\$ 55,354	0.7094	\$ 57,929	0.7424	\$ 60,511	0.7755	\$ 63,094	0.8086	\$ 65,677	0.8417	\$ 68,260	0.8748
Business Services Manager	260 days*	\$ 50,688	0.6496	\$ 53,122	0.6808	\$ 55,557	0.7120	\$ 57,991	0.7432	\$ 60,426	0.7744	\$ 62,860	0.8056
IT Manager	260 days*	\$ 76,820	0.9845	\$ 79,551	1.0195	\$ 82,282	1.0545	\$ 85,013	1.0895	\$ 87,744	1.1245	\$ 90,475	1.1595
Network Administrator	260 days*	\$ 66,582	0.8533	\$ 69,149	0.8862	\$ 71,716	0.9191	\$ 74,284	0.9520	\$ 76,944	0.9861	\$ 79,675	1.0211
Student Info.System Coordinator	260 days*	\$ 41,192	0.5279	\$ 42,541	0.5452	\$ 43,891	0.5625	\$ 45,233	0.5797	\$ 46,583	0.5970	\$ 47,130	0.6040
Custodial Coordinator	260 days*	\$ 46,022	0.5898	\$ 48,308	0.6191	\$ 50,594	0.6484	\$ 52,888	0.6778	\$ 55,174	0.7071	\$ 57,461	0.7364
Base Index	210 days	\$ 78,029	1.0000	\$ 79,980	1.0250	\$ 81,930	1.0500	\$ 83,881	1.0750	\$ 85,832	1.1000	\$ 87,783	1.1250

\*Indicates classification qualifies for vacation days

First year 12 days

Starting fifth year 15 days

Starting tenth year 20 days

**Appendix A**  
**Saginaw Township Community Schools-Effective October 14, 2014**

<b>POSITION/STEP</b>	<b>DAYS</b>	<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>		<b>5</b>		<b>6</b>	
High School Principal	240 days	\$ 90,124	1.2000	\$ 93,128	1.2400	\$ 96,132	1.2800	\$ 99,136	1.3200	\$ 102,140	1.3600	\$ 105,144	1.4000
Middle School Principal	230 days	\$ 84,115	1.1200	\$ 86,744	1.1550	\$ 89,373	1.1900	\$ 92,001	1.2250	\$ 94,630	1.2600	\$ 97,258	1.2950
Elementary Principal	220 days	\$ 80,360	1.0700	\$ 82,238	1.0950	\$ 84,115	1.1200	\$ 85,993	1.1450	\$ 87,871	1.1700	\$ 89,748	1.1950
Elementary Principal/TD Coordinator	220 days	\$ 80,360	1.0700	\$ 82,238	1.0950	\$ 84,115	1.1200	\$ 85,993	1.1450	\$ 87,871	1.1700	\$ 89,748	1.1950
Assistant Middle School Principal	215 days	\$ 76,680	1.0210	\$ 78,535	1.0457	\$ 80,360	1.0700	\$ 82,238	1.0950	\$ 84,040	1.1190	\$ 85,843	1.1430
Assistant High School Principal	225 days	\$ 80,360	1.0700	\$ 82,388	1.0970	\$ 84,416	1.1240	\$ 86,444	1.1510	\$ 88,471	1.1780	\$ 90,499	1.2050
Dean of Students	200 days	\$ 38,500	0.5126	\$ 39,463	0.5254	\$ 40,425	0.5383	\$ 41,388	0.5511	\$ 42,350	0.5639	\$ 43,313	0.5767
Athletic Director	235 days	\$ 81,344	1.0831	\$ 83,657	1.1139	\$ 85,970	1.1447	\$ 88,284	1.1755	\$ 90,597	1.2063	\$ 92,910	1.2371
Athletic Director/Asst High School Principal	235 days	\$ 81,344	1.0831	\$ 83,657	1.1139	\$ 85,970	1.1447	\$ 88,284	1.1755	\$ 90,597	1.2063	\$ 92,910	1.2371
Director of Community Services	255 days*	\$ 77,288	1.0291	\$ 78,648	1.0472	\$ 80,007	1.0653	\$ 81,367	1.0834	\$ 82,726	1.1015	\$ 84,085	1.1196
Mackinaw Academy Principal	220 days	\$ 69,913	0.9309	\$ 71,220	0.9483	\$ 72,565	0.9662	\$ 74,014	0.9855	\$ 75,494	1.0052	\$ 76,973	1.0249
Talent Development Coordinator	220 days	\$ 64,085	0.8533	\$ 66,556	0.8862	\$ 69,027	0.9191	\$ 71,498	0.9520	\$ 74,059	0.9861	\$ 76,688	1.0211
Nutrit Serv/Bldg & Grds Supervisor	260 days*	\$ 70,409	0.9375	\$ 73,368	0.9769	\$ 76,462	1.0181	\$ 79,557	1.0593	\$ 82,651	1.1005	\$ 85,745	1.1417
Buildings & Grounds Supervisor	260 days*	\$ 66,827	0.8898	\$ 69,733	0.9285	\$ 72,647	0.9673	\$ 75,734	1.0084	\$ 78,828	1.0496	\$ 81,922	1.0908
Nutrition Services Supervisor	250 days*	\$ 53,278	0.7094	\$ 55,756	0.7424	\$ 58,242	0.7755	\$ 60,728	0.8086	\$ 63,214	0.8417	\$ 65,700	0.8748
Business Services Manager	260 days*	\$ 48,787	0.6496	\$ 51,130	0.6808	\$ 53,473	0.7120	\$ 55,817	0.7432	\$ 58,160	0.7744	\$ 60,503	0.8056
IT Manager	260 days*	\$ 73,939	0.9845	\$ 76,568	1.0195	\$ 79,196	1.0545	\$ 81,825	1.0895	\$ 84,453	1.1245	\$ 87,082	1.1595
Network Administrator	260 days*	\$ 64,085	0.8533	\$ 66,556	0.8862	\$ 69,027	0.9191	\$ 71,498	0.9520	\$ 74,059	0.9861	\$ 76,688	1.0211
Student Info.System Coordinator	260 days*	\$ 39,647	0.5279	\$ 40,946	0.5452	\$ 42,245	0.5625	\$ 43,537	0.5797	\$ 44,836	0.5970	\$ 46,135	0.6143
Custodial Coordinator	260 days*	\$ 44,296	0.5898	\$ 46,496	0.6191	\$ 48,697	0.6484	\$ 50,905	0.6778	\$ 53,105	0.7071	\$ 55,306	0.7364
Base Index	210 days	\$ 75,103	1.0000	\$ 76,981	1.0250	\$ 78,858	1.0500	\$ 80,736	1.0750	\$ 82,613	1.1000	\$ 84,491	1.1250

\* Indicates classification qualifies for vacation days

First year    12 days  
Starting fifth year    15 days  
Starting tenth year    20 days

### **Notice**

Saginaw Township Community Schools will not discriminate against any person based on sex, race, color, national origin, religion, height, weight, marital status, handicap, age, or disability. The Board reaffirms its long-standing policy of compliance with all applicable federal and state laws and regulations prohibiting discrimination including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d, et seq.; and 42 U.S.C. §§ 2000e, et seq.; Title IX of the Educational Amendments of 1972, 20 U.S.C. §§ 1681, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; The Americans With Disabilities Act of 1990, 42 U.S.C. §§ 1210, et seq.; The Persons with Disabilities Civil Rights Act, MCL §§ 37.1101, et seq.; and The Elliott-Larsen Civil Rights Act, MCL §§ 37.2101, et seq.

Inquiries or complaints by the public related to discrimination, should be directed to:  
Director of Human Resources & Labor Relations, Saginaw Township Community Schools  
PO Box 6278, 3465 N. Center Road, Saginaw, MI 48608 Phone: 989-797-1800