AGREEMENT

between the

BIRMINGHAM PUBLIC SCHOOLS BOARD OF EDUCATION

and the

ASSOCIATION OF BIRMINGHAM SCHOOL ADMINISTRATORS AND SUPERVISORY PERSONNEL (ABSASP)

November 25, 2025 – June 30, 2028

Birmingham, Michigan

AGREEMENT

This Agreement is entered into this 25th day of November 2025 between the Birmingham Public Schools of Oakland County, Michigan (hereinafter referred to as the "Board") and the Association of Birmingham School Administrative and Supervisory Personnel (hereinafter referred to as the "Association"), effective November 25, 2025 through June 30, 2028.

ARTICLE I- RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative as determined by the Michigan Employment Relations Commission Certification of Representative for Case No. R70-C100 dated May 20, 1970, and as defined in Section 11 of Act 379, Public Acts of 1965, as amended, in the unit for bargaining certified by the State of Michigan Employment Relations Commission for all principals, assistant principals, and employees classified as coordinator A and coordinator B, employed by the Board, but excluding all professional personnel listed in the recognition clause of the teachers" bargaining agreement, all executive personnel, and all operational and administrative assistants.

ARTICLE II- DEFINITIONS

A. The term "Board" as used in this Agreement shall include and mean the elected members of the Board of Education, the Superintendent of Schools, and/or any other persons designated as representatives of the Birmingham Public Schools.

B. The term "Association" as used in this Agreement shall mean the Association of Birmingham School Administrative and Supervisory Personnel.

C. The term "Employee" as used in this Agreement shall mean a person employed in a position not excluded from and specifically set forth in the Michigan Employment Relations Commission Unit Description of Case No. R70-C100, dated May 20, 1970, and in those positions mutually agreed on. The Association shall be informed in writing of a contemplated new administrative position. Either party may initiate a discussion on it.

D. The terms his and hers, him and her, and he and she shall be used interchangeably throughout this contract. If one or the other of these terms is missing from an appropriate place in the contract language, its absence is an inadvertent omission.

ARTICLE III- ASSOCIATION AND EMPLOYEE RIGHTS

A. The Association, prior to the Board changing or adopting any major job classification duties, policy, or rule having direct and significant application to the personal employment conditions of employees covered by this Agreement, and/or will have to be implemented by and/or interpreted to the public by employees covered by this Agreement, shall be notified in writing sufficiently in advance of the scheduled Board action to allow the Association to make a recommendation to the Superintendent and have him/her consider it. The reasons for the Board's decision will be reviewed, at the request of the Association, as provided for in Article XV, Section A. Every effort will be made through existing administrative structure and organization to elicit the opinions and recommendations of employees covered by this Agreement.

1. This provision shall not be operative and shall not be applied on policies or rules relative to Board decisions on collective bargaining, the grievance procedure, or any other situation or matter wherein similar Association action is otherwise provided for in this Agreement.

2. Also, this provision shall not be applicable when prevailing circumstances cause the Board to make such a temporary adoption due to urgency or emergencies.

B. The Association shall have the right to use school buildings and facilities in conformity with the Board's governing policies and regulations.

C. The Board agrees to furnish to the officers of the Association in response to their reasonable written requests copies of the Board's public records normally made available and which have passed the discussion stage and which cover the financial resources of the District, budgetary allocations and expenditures, hours, wages, and conditions of employment of those employees covered hereunder that shall be required by the Association in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement. The Association agrees it shall likewise furnish the Board, upon receiving a written request, copies of all information, facts, and documents it possesses which have passed the discussion stage or that are available to the Association to assist the Board in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.

D. The Board and Association agree that there shall be prompt and expeditious handling, at the local level, of a school related complaint regarding an employee or a program or other employees and/or personnel he/she supervises. It is agreed that normally such complaints will be promptly referred to any employee affected, except in those instances where the nature and/or circumstances of the complaint indicate other handling procedures are in order. It is agreed that if the complaint is not referred back to the affected employee, he/she, in those cases of school related complaints where it is determined such necessary action can be delayed, shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any action is taken on the matter.

E. An employee, by prior arrangement with the Personnel Department, shall be able to examine all materials in his/her personnel file, which accrue or originate after he/she is employed by the District. Henceforth, copies of any significant documents made part of his/her personnel file, not otherwise routinely made available, shall be given to him.

ARTICLE IV- BOARD RIGHTS AND SECURITY

A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Except as specifically abridged or modified by the express written terms of this Agreement, all of the rights, powers, and authority the Board had prior to the execution of this Agreement are retained by the Board.

B. During the term of this Agreement, the Association shall not, at any time, authorize, sanction, condone, or acquiesce in, nor will any employee take part in, any strike, slowdown, stoppage, sit in, picketing, or in any way interfere with the operations of the School District of the City of Birmingham. The Association further agrees that it will not request, support, recognize, or engage in any sanction's activities. In the event of any such action, the Association, through its officers and other representatives, will immediately post notices at any or all schools affected and other appropriate locations advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association, and the Association shall advise such employees to immediately cease such action and return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to

bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the law and for this Article; it shall not be liable in any way for such activities.

The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Association of its intention and may also consult with the Association in connection therewith.

ARTICLE V- EMPLOYMENT CONTRACTS AND PROBATIONARY PERIOD

Effective upon the ratification of this agreement, each employee who has been assigned to the same classification as an administrator in the District for two (2) years, will have a two (2) year rolling contract. A two (2) year probationary period shall be served by an employee when he/she is first permanently assigned to a classification covered by this agreement.

A non-probationary employee permanently assigned to a position, as per Article VII, Section A, to any other classification covered by this Agreement will serve a one (1) year probationary period. An employee may be designated as a one (1) year probationary employee by the operation of Article VIII.

The Association agrees that the Board has the unconditional right to terminate one (1) and two (2) year probationary employees. It is agreed by the parties that no employee shall acquire tenure in any position covered by this Agreement.

ARTICLE VI- GRIEVANCE PROCEDURE AND ARBITRATION

A. The parties hereby agree to and adopt the following method and process for resolving all matters of dispute, problems, or differences that may arise during the term and based on the application or interpretation of the express written terms of this Agreement, except as otherwise provided below and elsewhere.

It is agreed that Article VI shall not be applicable to or be utilized to question, protest, or influence any of the following:

1. Any Board's decision or action based on Article IV of this Agreement; except discipline or discharge under Article IV, B.;

2 The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described elsewhere in this Agreement;

3. Where the Board is without authority to take the action sought or legally it cannot act;

4. If an appeal can be made under the terms of the Michigan Act 4, 1937, (Extra Session);

5. The termination or failure to reemploy any two (2) year probationary employee.

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

B. Step One.

An employee or one (1) member of a group of employees may file a grievance with the appropriate Board representative within the ten (10) days immediately following the event or condition which gives

rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the five (5) days immediately following submission of the grievance. During this meeting all the known facts and the Agreements written term(s) claimed to have been violated will be stated. The disposition of the grievance will be issued within the five (5) days immediately following the Step One meeting.

If the Step One grievance is submitted in writing, it will contain the aggrieved employee's signature, all the related facts, and the Agreements written term(s) claimed to have been violated. The disposition to a Step One written grievance will be entered on the same grievance form and be signed by the Board representative rendering it.

The aggrieved employee and his/her Association representative and two (2) Board representatives may be present at the Step One meeting.

Step Two

If the grievance is not settled at Step One, it shall be submitted in writing to the Superintendent at Step Two, on the form provided above in Step One, within the five (5) days immediately following the rendering of the Step One disposition. A meeting shall be held within the five (5) days immediately following submission of the grievance. The Step Two disposition of the grievance will be issued in writing within the five (5) days immediately following the Step Two meeting. A designee, other than the Board representatives rendering the disposition in Step One, may function for the Superintendent in the event of his/her unavailability.

The aggrieved employee and a maximum of three (3) Association representatives may be present at the Step Two meeting unless otherwise mutually agreed.

After this, the Association may submit, in writing, its position on the grievance to the Board of Education for its review.

Board Grievance Procedure

Step Three

If the grievance is not settled at Step Two, it shall be submitted to binding arbitration, provided written notice of the demand for submission to arbitration is delivered to the Board within the five (5) days immediately following the issuance of the written Step Two disposition.

Within the ten (10) days after such written notice of submission to arbitration, the Board Committee and the Association Grievance Committee will agree on a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then, within the next five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.

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

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary schedules or fringe benefits or change any salary schedule or fringe benefit.
3. He shall have no power to rule on any of the following:
    a. The termination of services of or failure to reemploy any two (2) year probationary employee;
    b. Any claim or complaint subject to the procedures specified in the Teacher's Tenure Act (Act IV, Public Acts, Extra Session, of 1937 of Michigan, as amended);
    c. Decisions or judgments regarding the effectiveness of employees being evaluated as provided for in Article VIII;
    d. Any question, under this Agreement is within the authority of the Board to decide. Specifically excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article IV of this Agreement entitled Board Rights and Security, or which question the use or application of any right over which the Board is given unilateral discretion in this Agreement;
    e. Any provisions of any constitutional, statutory, or common law in the resolution of any grievance;
    f. Disputes and unresolved grievances concerning the discipline or discharge of employees who violate Article IV, Section B, of this Agreement.
4. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board or Association or employee has violated the express written articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board or the Association from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board as provided in Article IV.
5. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board (for example, the Michigan Employment Relations Commission) from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
7. The Board and the Association shall share the arbitrator's fees and expenses equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
8. All grievances must be filed within ten (10) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a grievance is filed.
    a. All claims for back compensation shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
    b. No decision in any one case shall require a retroactive wage adjustment in any other case.
9. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arise prior to the effective date of this Agreement shall not be processed.

10. The arbitrator shall not insert his/her judgment or wisdom for that of the Board.
11. The arbitrator's decision shall only apply to the specific grievance circumstances on which he/she has rendered an opinion.
12. Only those employees designated by the Association in writing shall function as or be recognized as Association representatives in the implementation of Article VI of this Agreement.
13. The time limits provided for in Section B above may only be altered by the written mutual consent of the parties. A grievance not filed or appealed within the time limits provided herein will be deemed to be withdrawn. Failure to render a disposition within the time provided shall be the basis of the grievance proceeding to the next step.
14. The Association, when appropriate, may file a grievance not directly related to a building or department to the proper Board representative in the Central Administration.
15. The involved parties shall maintain records of all grievance procedures, but they shall not be contained in the personnel file of the grievant.
16. The term "days" when used in Section B above shall mean all work days (Monday through Friday) occurring during the term of this Agreement. Saturdays, Sundays, and holidays observed by employees covered by this Agreement shall not be counted in establishing any time limits' dates set forth in Section B above.
17. Also, the parties in establishing the time limits set forth in Section B above may, if necessary, mutually agree to waive counting the surrounding and/or concurrent vacation days of any person who is essential to and/or normally is directly involved in grievance procedure matters at any step.
18. The Association agrees the Board and its duly authorized representatives shall have the right to file a grievance, as defined in Section A above, against either the Association or an employee or group of employees.
19. The parties agree that each has the right to utilize the grievance procedure through Step Two but not including Step Three (arbitration) to attempt to resolve significant matters of concern that are not covered by the express written terms of this Agreement.
20. Either party may request the assistance of Michigan Employment Relations Commission to mediate a grievance prior to arbitration. Grievance procedure time limit shall be temporarily held in abeyance if this is done.

ARTICLE VII- STAFFING METHODS AND PROCEDURES

The Board and Association agree that all positions shall be staffed by the most competent and qualified persons who can be procured for them. The Association also agrees the Board shall have the right to make the final decisions on the staffing of all positions covered by this Agreement by any of the methods and procedures set forth below and in conformity with all the provisions of this Agreement.

For purposes of this article employees shall retain the seniority they accumulate within each of the administrative classifications they have served within this bargaining unit in this district. This seniority may not be carried from classification to classification and may only be used if employees must return to a former classification because of a reduction within the work force.
If a group of the most and equally qualified and competent applicants for a position covered by this Agreement includes employee applicants, the employee applicant from this group who possesses the greatest number of years of service within the District will normally be given preference in the awarding of the position by the Board.

The Board shall have the right, at any time, to staff any position covered by this Agreement on a temporary or emergency basis.

A. <u>Promotions</u>

A promotion shall mean an assignment of an employee by the Board to a classification covered by this Agreement which is in a higher compensation level because of duties and responsibilities of a more substantial nature and degree. Employee applicants for promotion shall comply with the Board's application and selection procedures, as determined by and communicated through the Human Resources Department.

B. Transfers

Transfer shall mean the reassignment of an employee to a new location within his or her classification. New location shall mean to a different building.

Since the frequent transfer of employees, including those from one school to another, is disruptive of the educational process and interferes with optimum employee performance, the parties hereby agree that transfers, voluntary or involuntary, are to be minimized and avoided whenever possible.

When a voluntary or involuntary transfer is to be made, consideration shall be given to the following which are listed in order of priority:

1. Qualifications and competency required for the new assignment.
2. Competency in present position.
3. Needs of the receiving school.
4. Length of service in the district in the job classification.
5. Probationary status.
6. Previous transfers.
7. Welfare of the employee and school district.

Voluntary Transfers

1. An employee who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer coincidental with other candidates being considered for that position.
2. When a vacancy occurs, it shall be announced in writing to all employees, and a period of at least one (1) week shall be established for submitting transfer requests to the Board for the open position or any other opening that may occur as a direct result of approving a transfer to the open position.
3. When a vacancy does occur, those employees who request a transfer and/or have a transfer request on file at the time and are eligible for such a transfer shall each be interviewed.
4. An employee, when denied a voluntary transfer may submit a written request that he/she be given the reason(s) in writing. He/she may appeal the reason(s) for denial through Step 2 of the Grievance Procedure and/or through the advisory mediation phase of Step 3.

Involuntary Transfers

The Board and the Association agree that involuntary transfers should be avoided whenever possible. However, if the Board determines that staffing requirements warrant it, an employee may be given an involuntary transfer to another assignment within his/her classification. The involuntary transfer shall not be made until the employee has been given the reasons for such action by the appropriate Board representative. An employee who submits a written request for the reason for his/her involuntary transfer will be answered in writing. The employee's written request must be made within five working days after he/she is notified of the involuntary transfer, and the Board's answer must be made available to him/her within the next five working days. If the employee does not agree with the reasons for or the necessity of the involuntary transfer, he/she may implement the grievance procedure through Step Two.

C. Terminations and Demotions -- Based On Performance

1. The Board shall use the process outlined by Article VIII when determining if an employee should be terminated or demoted based on performance.

2. At his/her option, the employee shall be granted a meeting with the Superintendent to fully discuss this matter.

3. Section C shall not be operative for an employee who is terminated or demoted for misconduct. He/she shall implement article VI if he/she elects to appeal such a demotion or termination.

4. Final appeal shall rest with the elected members of the Board of Education.

   For meetings held under (3) and (4) above, the employee, at his/her option, may be accompanied by no more than three (3) representatives of the Association and/or his/her legal counsel.

5. Section C shall not be operative for an employee who is terminated or demoted for misconduct. He/she shall implement Article VI if he/she elects to appeal such a demotion or termination. A probationary employee terminated for misconduct shall be entitled to a hearing on the matter with the appropriate Board representative.

6. If an employee is demoted, the Board will reassign the employee to the first permanent vacant position in a lower classification for which he/she possesses the qualifications. By mutual agreement of the parties, an employee may elect to waive the implementation of this clause and retain his/her right provided herein.

D. Employee Reductions and Recall

When the Board determines reductions in the number of employees covered by this Agreement, the employees affected shall be determined by their experience, competency, qualifications, and length of service in the classification(s). It is agreed by the parties that Article VIII, evaluations, may be relied on to confirm such occupational characteristics of an employee. Unless there is a significant difference in the above listed factors, the employee(s) with the least amount of service in the classification(s) affected will be removed first. Inter-classification reassignments shall be considered.

In the event the number of employees is to be reduced at the end of any year this Agreement is in effect, the Agreement shall be interpreted to permit such reduction. Written notice shall be provided by April 1 for any administrator who will be laid off at the conclusion of the school year.
The Board's recall of an employee who has been:

1. Reassigned to another classification within the bargaining unit, or

2. Employed by the Board in a position or capacity that is not covered by this Agreement, or

3. Laid off

Shall be by the reverse application of the above procedures.

The parties agree a probationary employee who is laid off shall have no recall rights. An exception to this provision is an employee who is granted a one (1) year probationary period in accordance with Article VIII, Section D.

The parties agree an employee's eligibility for recall shall immediately terminate if he/she:

1. Resigns or his/her employment by the Board otherwise terminates, or

2. Fails to report and/or be available to commence working as per the conditions of the Board's recall notice, or

3. Possesses less than four (4) years of service and continues to be laid off for the ensuing employment year or following the termination date of this Agreement, whichever occurs sooner.

The Board's notice of recall shall be transmitted in writing by email to the employee's most recent e-mail address on file with the Board.

E. Employee Participation---Promotions and New Employee Screening

Employee applicants for promotion and other candidates for such positions will be screened by committees which shall include up to three (3) employees selected by the Association and up to four (4) Board representatives. Such screening committees may also include other persons appointed by the Superintendent. Recommendations and opinions of members of these committees shall be major factors considered by the Superintendent in Board decisions on the awarding of such positions.

ARTICLE VIII- EMPLOYEE EVALUATION

The performance of all probationary administrators, and every other year for non-probationary administrators, shall be evaluated annually in writing using a negotiated evaluation document and in accordance with revised Michigan law. An annual training on the evaluation process for administrators in this unit shall occur, and the process will include goal setting, observations through site visits, a midyear progress meeting, and a final evaluation conference.

A. The Superintendent or his/her designee shall follow the procedures listed below in making evaluations:

1. Throughout the evaluation process, the employee shall be provided all reasonable support and assistance on goal and action plan attainment. In those cases where an employee has stated performance problems, such reasonable assistance will be provided for attainment of the improvement plan for the stated performance problem areas.

2. The employee shall be given a copy of the final evaluation before it is presented to the

Superintendent, and he/she shall sign it to indicate he/she has read it. He/she may also request that a copy of his/her own personal statement be submitted and attached for the official record.

3. When an employee does not agree with this/her evaluation, he/she may, at his/her option, meet with the appropriate Board representative and attempt to resolve that part of the evaluation with which he/she is not in agreement. At his/her option, the employee shall be granted a meeting with the Superintendent to fully discuss the matter.

B. In the event an employee has specific performance problems, as identified in writing by the supervisor via the evaluation process, and has not fulfilled his/her job requirements and expectations, the Board may place the employee on a probationary status with a controlled evaluation plan to give the employee an opportunity to improve his/her performance through the implementation of a formal improvement plan. In a situation when an employee is placed on an improvement plan evaluation process, s/he and his/her immediate supervisor shall establish a plan for improvement based upon the stated performance problem(s). The plan for improvement shall include, as a minimum, a statement of the problem, and a specific improvement plan through action items and support needed. The supervisor shall be responsible for the statement of the problem and the resulting goal(s) statement. The employee may be expected to develop a plan for improvement with the approval of the supervisor.

In the event an employee is on an improvement plan, the evaluation the following year will be completed by March 15. This final evaluation will denote if the employee will return to non-probationary status to address the issue (this additional year of probation is at the sole discretion of the Board) or if the employee will be terminated unconditionally by the Board per the right described in Article V. Notifications to terminate must be made by April 1 of the current school year.

C. Employee Reductions and Recall

Classification is defined as a particular administrative position with the district that has a unique set of skills that is posted during the hiring process as a separate position. Classifications are not building specific (i.e. not Groves Assistant Principal), but classifications are role specific.

When the Board determines reductions in the number of employees covered by this Agreement, the employees affected shall be determined by their experience, competency, qualifications, and length of service in the classifications(s). It is agreed by the parties that Article VIII, evaluations, may be relied on to confirm such occupational characteristics of an employee. Unless there is a significant difference in the above listed factors, the employee(s) with the least amount of service in the classification(s) affected will be removed first. Length of service will be determined by the number of years in a particular classification. Once an employee leaves a classification, they maintain their earned seniority in that classification, but they do not accrue more seniority in their previous classification while they are in their new classification.

In the event the number of employees is to be reduced at the end of any year this Agreement is in effect, the Agreement shall be interpreted to permit such reduction. Written notice shall be provided by April 1 for any administrator who will be laid off at the conclusion of the school year.

The Board's recall of an employee who has been:

1. Reassigned to another classification with the bargaining unit, or

2. Employed by the Board in a position of capacity that is not covered by this Agreement or

3. Laid off shall be by the reverse application of the above procedures.

The parties agree to a probationary employee who is laid off shall have no recall rights. An exception to this provision is an employee who is granted a one (1) year probationary period in accordance with Article VIII, Section D.

The parties agree an employee's eligibility for recall shall immediately terminate if he/she:

1. Resigns, or his/her employment by the Board otherwise terminates, or

2. Fails to report and/or be available to commence working as per the conditions of the Board's recall notice, or

3. Possesses less than four (4) years of service and continues to be laid off for the ensuing employment year or following the termination date of this Agreement, whichever occurs sooner.

The Board's notice of recall shall be transmitted by certified mail to the employee's most recent address on file with the Board.

Article IX- ADMINISTRATIVE DAYS BY ARRANGEMENT

A. Administrative Days –Days By Arrangement (AD-DBA)

Due to the numerous activities that administrators are expected to supervise and participate in outside of the normal work day and year, the District will provide five (5) Administrative Days by Arrangement (AD-DBA) to be used during the school year. AD-DBA's are days that the administrators will not be required to report to their assigned school; however, it is understood that the administrator will be available in case of an emergency. Before AD-DBA day can be used, approval from the direct supervisor must be secured. All AD-DBA days expire June 30th of each year. No AD-DBA days may be carried over to the next contract year, nor will it be possible for these days be traded in for compensation. No more than two (2) AD-DBA days can be taken during student contact days. Exceptions to the AD-DBA day guidelines may only be made by the Superintendent or designee. Eleven (11) month employees normally will not be scheduled to work during any vacation scheduled in the school calendar. Principals and Assistant Principals assigned to Birmingham Covington School shall be considered Middle School administrators.

B. Days by Arrangement for 12-Month Administrators

12-month administrators will be provided twenty (20) days of vacation, which may be used during the month of July or during regular school breaks (winter, mid-winter, spring). Vacation days will not carry-over or be eligible for payout upon retirement. In addition, 12-month administrators will retain the 5 AD-DBA's outlined in IX(A).

ARTICLE X- SICK LEAVE AND LEAVES OF ABSENCE

A. Sick Leave and Leaves of Absence With Compensation

1. Sick Leave

The following principles and understandings shall apply to and govern the utilization and granting of employee compensated sick days and personal business days.

a. Subject to the District's leave policy, each year, an employee will be granted twelve (12) days to be

used for matters of illness or injury which prevent an employee from working. This allotment will include illness or injury of an immediate family member.

b. Absences for personal illness/disability or injury (to the employee or an immediate family member) which exceed the (12) twelve allotment will be approved in accordance with the District's leave procedure. If approved, an employee may avail themselves of the balance of 168 consecutive sick days for the duration of the illness or injury or until the employee qualifies for LTD.

c. This benefit is available to the employee upon first date of hire.

d. In cases of a continuing illness or injury, the compensation hereunder shall terminate when the employee has completed 180 calendar days and has qualified for LTD. In the event the employee is not granted LTD, he/she will be compensated for a total not to exceed 180 work days.

2. Personal Business Days

Each employee shall be granted, without loss of compensation, two (2) days per his/her annual employment period to use for personal business matters that are of an urgent and significant nature and/or when personal business circumstances warrant such absences. In the event an employee experiences the need for any additional compensated personal business absences, these may be granted by the Superintendent or his/her designee. It is understood that both applications for such absences and the decisions made on them shall be reasonable.

3. Sabbatical Leave

In order to enhance the professional status of employees, the parties agree to the establishment of a Sabbatical Leave Committee to be comprised of an equal number of employees and Board representatives. The Association will select the employee members of this Committee. This Committee shall evaluate the qualifications of all applicants. The Superintendent shall, however, make the final decision with respect to such applicants. The Committee may also consult with the Superintendent annually with reference to possible changes in the criteria for the selection of employees seeking Sabbatical Leave. No more than two (2) of the employees may receive a Sabbatical Leave in any one school year. An employee, to be an applicant for a Sabbatical Leave, shall have a minimum of seven (7) consecutive years of service with the district immediately preceding the application for a sabbatical leave.

The compensation for an employee on Sabbatical Leave shall be one-half (1/2) of the base salary he/she would receive if he/she was employed as an employee during the period for which the leave is effective.

An employee on Sabbatical Leave shall be entitled to participate in the insurance programs provided for elsewhere in this Agreement. The Association and an employee on Sabbatical Leave agree that the Board shall not be held liable for the death of or injuries sustained by the employee while he/she is on Sabbatical Leave.

Prior to commencement of the Sabbatical, the employee shall either be given assurance of his/her return to his/her assignment or the assignment to which he/she will return shall be made known to him/her. It is recognized by the parties that in the event the anticipated position is abolished during the Sabbatical Leave because of unforeseen circumstances relating to staff or budgetary reductions, program changes, and/or curriculum alterations, this provision shall not apply. An employee on Sabbatical Leave who will experience returning to a different assignment than the anticipated position will be notified as promptly as possible prior to his/her return. The assignment he/she will return to is also contingent upon the operation of other related provisions of this Agreement; e.g., Article VII, Staffing Methods and

Procedures, Section D, Employee Reductions/Classification Eliminations. An employee returning from Sabbatical Leave shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the District during such period.

The maximum duration of a Sabbatical Leave shall be for up to one (1) year. Unless otherwise approved, the period of the Sabbatical Leave will be coincidental with the school year (July through following June) of which it is taken.

If an applicant so requests it in writing, the Board will promptly communicate its decision on his/her sabbatical leave application.

An employee who takes a sabbatical leave agrees to return and provide full time service to the district for a period of at least three years. Any employee who discontinues his or her employment with the district before the conclusion of the three-year period shall reimburse the district for the "pro rata" portion of salary received while on sabbatical leave, but not worked, up to a maximum of 3/3 of the salary.

4. Annual Two (2) Week Military Training Leave

An employee who is a member of the National Guard or a military reserve unit shall be granted a leave for his/her required and involuntary annual two (2) week training commitment if it must be attended during the school year. The Board will compensate an employee who qualifies under this provision the difference between his/her service pay and his/her current base pay, but only if by such a leave he/she would suffer a loss.

5. Jury Duty Leave

An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee he/she receives for such service and the amount of daily base pay lost by him/her for such service. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to his/her regular duties with the Board. Such compensation shall be payable only if the employee (1) gives the Board prior notice of call for such service, and (2) presents proper evidence as to the service performed and the fee received.

6. Child Care and Family Bonding Leave

Upon application an employee shall be granted up to twelve weeks of dependent care leave in accordance with the Family and Medical Leave Act (FMLA). An employee is eligible for up to 12 weeks of paid leave during the 12 weeks of FMLA for the birth of a child, including both the medical disability portion and the child care bonding portion of the FMLA. and such time as is necessary up to twenty-five (25) days total per family per adoption for the exigencies associated with the adoption of a child. A medical leave of absence for up to (1) year may be granted to an employee who suffers a maternity related disability, and shall commence as recommended in writing by the employee's physician, subject to the review and approval of a Board appointed and paid physician. The employee's date of return to active employment with the Board shall be as mutually agreed to by the parties. The employee's accrued paid time off will be applied to any leave of this type, and then the remainder of the leave days will be unpaid.

7. Bereavement Leave

Bereavement time, up to ten (10) days will be provided for a death in the immediate family and/or member of the administrator's household. Immediate family shall consist of: spouse, children/in law, siblings/in law, parents/in law, grandparents/in law, grandchildren/in law, domestic partner and members of the household.

Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources.

B. Leaves of Absence without Compensation

1. Personal or Family Hardship Leave

A leave of absence may be granted up to one (1) year to an employee who has completed his/her probationary period and who provides written detailed information substantiating reasons for the requested leave. An application should be submitted a minimum of sixty (60) days prior to the requested commencement date of the leave.

3. Military Leave

A military leave of absence shall be granted to any employee who is inducted into or who enlists for military duty in the Armed Forces of the United States. Upon termination of such military service, the employee shall be offered reemployment in his/her previous position or in a position of like status and pay, unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she meets the following requirements:

- Has not been dishonorably discharged;
- Is physically able to do the work;
- Reports for work within ninety (90) days of the date of discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year; and
- His/her period of military service did not exceed four (4) years plus any additional period in which he/she was unable to obtain orders relieving him/her from active duty.

4. Peace Corps Leave

A one (1) year leave of absence may be granted to an employee who joins the Peace Corps as a full time participant. Such leave may be extended for up to one (1) year at the request of the participant if this additional period is required to satisfy the duration of such enlistment requirements.

5. Public Service Leave

A leave of absence of up to one (1) year may be granted to an employee who is elected to a full time public office.

6. Meritorious Leave

The Superintendent may also grant a leave of absence for other reasons to an employee who sufficiently prior to its desired commencement submits an application setting forth the reason(s) such a leave of absence is desired and/or necessary.

Article XI- COMPENSATION

A. The 2025-26, 2026-2027 and 2027-2028 salary schedules for employees covered by this Agreement are set in Appendix A-2.
B. Both parties agree to a wage reopener regarding compensation beyond the minimum increases set forth below.

- For the 2025-26 school year, eligible employees will receive a full step increase. Top step employees shall receive a $2400 off-schedule retention bonus payment by the end of the calendar year.
- For the 2026-2027 school year, eligible employees will receive a full step increase. $2400 will be added to step 7 of the salary schedule.
- For the 2027-2028 school year, eligible employees will receive a full step increase.

B. Board Paid Tax Sheltered Annuity

Each full time and permanent employee, other than those classified for compensation purposes as department head, shall receive the following form of additional remuneration:

- An annual Board paid $2,950 Tax Sheltered Annuity, which shall be awarded to the employee on an equal percentage basis over the pay periods that apply to the employee's contract years.

An employee who works less than full time, or less than the full year for his/her classification, shall, depending on the option that he/she elects, receive such additional remuneration on a prorated basis.

C. Retirement Notification Stipend

Each eligible ABSASP member shall receive an additional two thousand ($2,000) if he/she submits a letter of resignation for the purpose of retirement more than one hundred twenty (120) calendar days prior to the effective date of his/her retirement.

D. Degree Pay

A salary differential of $1,000 added to the appropriate step of the salary schedule for those who have acquired 15 hours beyond the MA degree.

A salary differential of $1,500 added to the appropriate step of the salary schedule for those who have a certificate of specialization or who qualified for the increment for 30 semester hours beyond the MA degree. A salary differential of $2,000 added to the appropriate step of the salary schedule for those who have acquired a PhD or EdD.

E. Annual Mileage Payments

Principals	$ 375	Coordinators, except Special Education	$ 850
Assistant Principals	$ 175	Coordinators, Special Education	$1,200
		Athletic Directors	$1,200

An employee in any of the above classifications may elect on a semi-annual basis each school year to accept

the amount above for in district and ISD travel or may choose to submit monthly mileage reports for board required mileage within the district, including travel back and forth to the ISD, at the current IRS rate.

F. Merit Pay

1. In order for a member of ABSASP to receive a step increase, the employee must be rated "effective" on the final rating in the evaluation process. Failure to receive at least an effective rating will result in the employee not progressing a step on the salary schedule.
2. The amount of merit pay available will be $55,000 to ABSASP members. Merit pay will be provided equally to all members of ABSASP regardless of the level of insurance the members selects and regardless of title.

G. In the event of a financial crisis, the Board, after consulting with the association leadership, will be permitted to reduce compensation for all ABSASP members by up to, but not to exceed 4%. Notification of such a reduction must be made after consultation at least 60 days prior to the reduction being implemented.

ARTICLE XI- BENEFIT PROGRAMS

A. Employee Health Benefits Program

For each year of this Agreement employees applying for health insurance coverage for themselves and their dependents, including domestic partners, shall pay the implemented hard cap for the health benefit plan year pursuant to the Publically Funded Health Contribution Act (Public Act 152 of 2011). Employees will continue to pay 10% of the premium costs toward vision, dental and long term disability.

Payments will be made in equal installments throughout the school year. The parties acknowledge the payments may increase during the year as a result of the various times policies are renewed.

1. Hospital-Surgical-Medical Benefits

It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the board. An employee may choose health benefits as listed on the Birmingham Public Schools "Flexible Benefits Enrollment Form."

2. Agreement concerning a change to a different carrier

Should it become necessary to move to a different traditional provider, the parties will meet to discuss the details, but flex accounts will stay in effect.

No employee's dependents (spouse or children) otherwise eligible for or covered by a comparable hospital-medical-surgical insurance program elsewhere shall be provided the coverage described herein.

The Board may change to another hospitalization-medical-surgical carrier providing comparable or improved coverage. Prior to making such a change, and upon receiving a written request from the Association, a meeting will be held to review and discuss the reasons for the Board's decision. Either party may request the assistance of a mutually agreed on actuarial specialist, consultant, or insurance broker to evaluate and render an opinion on the question of comparable or improved coverage. The cost of such assistance to the parties will be shared equally by the parties.

B. Life Insurance

During the term of this Agreement, the Board shall provide all employees covered by it group term life insurance coverage, including accidental death and dismemberment, in the amount equal to two (2) times his/her contractual annual salary, rounded off to the next $1,000. The U.S. Internal Revenue Code and the insurance carrier's contract terms and conditions will govern eligibility, benefits, etc. This coverage will commence following the time the Agreement becomes effective and when such coverage can be arranged with the insurance carrier.

C. Long Term Disability Insurance

During the term of this Agreement, the Board will provide long term disability income insurance with an elimination period of 180 days in the amount of 66-2/3% monthly salary to a maximum benefit of $6,000 per month to age 65 integrated with any Workers' Compensation, primary and family Social Security, and Michigan State Teachers' Retirement Fund benefits. The insurance carrier's contract terms and conditions will govern eligibility, benefits, etc. This coverage will commence following the time the Agreement becomes effective.

D. Dental Insurance

During the term of this Agreement, the Board will provide dental insurance coverage to each full time and eligible employee as specified and limited according to the following description:

a. BENEFIT LEVEL: 100% OF CUSTOMARY AND REASONABLE FEES.
Diagnostic Services: Covered expenses include clinical oral examinations (twice per policy year) and patient consultations.
Preventive Services: Covered expenses include dental prophylaxis (twice per policy year); fluoride treatment and space maintainers (to age 19).

Palliative Treatment: Covered expenses include emergency treatment of dental pain.

b. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES.

Restorative Services: Covered expenses include amalgam silicate, acrylic or plastic, porcelain restorations, crowns and other restorative services.

Endodontic Services: Covered expenses include pulp capping, pulpotomy, root canal therapy, periapical services, and other endodontic procedures.

Periodontic Services: Covered expenses include surgical services, adjunctive periodontal services, treatment of gingivitis and periodontitis, and other periodontic services which treat diseases of the gums, tissues of the mouth, and bones supporting the teeth.

Oral Surgery: Covered expenses include simple extractions, surgical extractions, alveolaplasty, stomatoplasty, incision and drainage of intra-oral abscess, and other surgical procedures. Note: Tooth implantation and tooth transplantation are new procedures and are not covered at this time.

Radiographs: Covered expenses included bitewing radiographs (twice per policy year) and full mouth radiographs (every thirty-six (36) months).

Repairs, Adjustments, and Relining of Dentures and Bridges: Covered expenses include adjustments of

dentures, repairs to dentures, denture relining, denture duplication, repairs to bridges, and re-cementing of bridges.

Adjunctive General Services: Covered expenses include general anesthesia, professional visits after regularly scheduled hours, and miscellaneous services such as the application of desensitizing medicaments.

c. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES:

Construction and Replacement of Dentures and Bridges: Covered expenses include construction or replacement of complete or partial dentures, additional units for partial dentures, other prosthetic services for dentures, bridge pontics, retainers, crowns used as retainers, and other prosthetic services for bridges.
NoteThe replacement of existing dentures or bridges is payable only after five (5) years or more have elapsed since the dental prosthesis had been installed under this plan. There are no restrictions on preexisting conditions.

Gold: Inlay or onlay, gold fill, gold crowns.

d. Orthodontics: 80 percent to a maximum of$1,000 lifetime maximum per eligible dependent to age 19.

e. Other than for d., above, the maximum benefit per family member for the benefits described above shall be $1,000 per policy year.

It is expressly understood and agreed by the Association this dental insurance plan shall provide or include any coverage, benefits, or payments for orthodontia as provided in d., above, and it also agrees the carrier shall be exclusively selected by the Board.

An employee who applies for this coverage shall confirm in writing his/her own eligibility and his/her spouse's and/or dependents' eligibility according to the foregoing.
This plan also provides for internal and external coordination of benefits.

The Association also agrees an employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.

An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

E. Vision Care Program
For those who choose the traditional plan, the district will continue to offer a vision plan which includes an annual eye examination and an annual pair of frames and lenses of contacts. The HMO includes vision care as part of its coverage.

This coverage will have an annual eye exam and an annual replacement of eye glasses/frames or contact lenses as specified under the the plan.

F. Option to Hospital-Surgical-Medical Insurance

For the duration of this agreement and as an option to the Employee Health Benefits Program plan, specified in Article X, Section B, above, an otherwise eligible employee, who is not covered by the application of Section B, shall be granted the option of receiving a yearly cash stipend of $2,400 instead

of being provided any hospital-surgical-medical benefit in accordance with the terms of this agreement. The employee may elect to take this stipend as a yearly tax sheltered annuity (TSA) contribution instead of cash. The amount will be paid in equal installments on each pay check from September through June.

In the case of spouses, both employed as employees in the district, one shall choose the health coverage necessary to cover his/her family as outlined in Article X B, above, and the other shall choose this option.

This section (Article X, I.) shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article X, B.

G. Benefit Coverage and Insurance Committee

This coverage shall remain in effect during the duration of this Agreement. Provided, however, the parties have agreed to form and participate in an insurance committee to review health insurance issues at least two months prior to Open Enrollment. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining with 45 calendar days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Contract or other matters relating to insurance.

ARTICLE XII- RETIREMENT ALLOWANCE

The retirement allowance is available as defined in the schedule listed below for those administrative staff members who have a minimum of twelve years of administrative service to the Birmingham Public Schools and who are eligible for retirement benefits according to the rules of the Michigan Public School Employees Retirement System. Eligibility will be based upon one of three categories for administrative service of 12, 15, or 18 years.

Eligibility for retirement allowance will be premised upon receipt, by the Personnel Office, of a written resignation from the individual, confirmation in writing of eligibility to retire per the MPSERS and a retirement application.

Members of ABSASP shall be eligible for the following retirement allowance payments, based upon their years of continuous service as an administrator with the District:

Years of Service Annual Amount (paid the employee's TSA):

8 - 11 years	$600
12 - 14 years	$800
15 + years	$1,000

Lump Sum Retirement Allowance (paid to the employee's TSA):

12-14 years	$11,000
15-17 years	$13,050
18 or more years	$16,900

If A Position Is Eliminated For Economic Reasons:

An administrator whose position is eliminated for economic reasons, who immediately moves into another position in the district, without a break in employment, shall have the right to receive the retirement benefit specified above, rather than the retirement benefit of the position into which s/he was placed.

An administrator who does not qualify for the lump sum retirement allowance due to the years of service increments identified above, can qualify if the administrator has a combination of teaching and administrative service in Birmingham equaling twelve or more consecutive years of service in Birmingham, provided that the three years immediately before the administrative position was eliminated for economic reasons were served in a qualifying administrative position under the agreement.

ARTICLE XIII- NEGOTIATIONS

A. It is contemplated that matters subject to collective bargaining but not specifically covered by this Agreement but of common concern to the parties shall be considered in professional negotiations between them, upon mutual consent, from time to time during the period of this Agreement upon request by either party to the other. If such negotiations are agreed upon, then the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters. However, nothing contained herein shall preclude the Association from negotiating with the Board on mandatory subjects of bargaining.

B. Negotiations between the parties for the purpose of entering into a successor Agreement shall commence at least sixty (60) days prior to the expiration date of this Agreement.

C. It is recognized by the parties that no final Agreement between them may be executed without ratification by the Board and by the Association.

ARTICLE X - SEVERABILITY

It is agreed by the parties that the written terms of this Agreement and their application and implementation shall be subject to and governed by the constitutions, statutes, legal opinions, ordinances, and governmental regulations of the United States, the State of Michigan, Oakland County, and all the political subdivisions or parts thereof included within the boundaries of the School District of the City of Birmingham. If any court of competent jurisdiction, governmental administrative agency, the Attorney General, or any other authority holds, interprets, or rules that any written term included in this Agreement or the application, implementation, or presence of such written term is unconstitutional, illegal, invalid, or that it violates, contradicts, or operates contrary to the intent of any Federal, state, county, or political subdivision law, ordinance, regulation, and/or legal opinion, the Agreements written term so affected shall become null and void and revert to collective bargaining if either party so wishes. Such determination shall not invalidate the remaining written terms of this Agreement.

ARTICLE XVI- WAIVER

Except as provided for in Article XII, A., 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 Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter

may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVII- MISCELLANEOUS PROVISIONS

A. The Superintendent and a committee of Board representatives shall meet with the Executive Committee of the Association once each calendar month during the school year (September through June) upon the written request of either party. The purpose of such meetings will be informational and to discuss proper matters of mutual concern which relate to the operation of the School District. The time and location of each month's meeting shall be by mutual agreement. At least five (5) school days prior to any such meeting each committee will submit to the other in writing an agenda of the subjects it proposes to discuss, if any. These meetings shall not supplant any of the provisions in Article VI (Grievance Procedure and Arbitration) or other provisions and requirements of the parties as set forth elsewhere in this Agreement.

B. The Board shall promptly provide each employee with an electronic copy of this agreement once it has been ratified.

C. The Board agrees to render each employee full support while he/she is fulfilling his/her assigned duties and responsibilities and shall continue to provide liability insurance coverage. The Board will provide the Association with a letter confirming the amount of such coverage.

D. The Board will reimburse employees for any loss, damage, or destruction of clothing or personal property of the employee while fulfilling professional duties and assignments, providing reasonable care has been used by the employee concerned. The Board and Association agree there shall be no duplication of benefits and such reimbursement will be determined after the employee's personal insurance coverage benefits, if any, are deducted from the amount of the claim.

E. In addition to continuing the current mileage payments, the Board will also reimburse at the current IRS cents per mile rate an employee not currently receiving any mileage allowance for the authorized and required use of his/her personal automobile on matters involving official school district business. If the IRS rates should change, the board will adjust its mileage rate on the first of the succeeding month to reflect the change.

F. Following approval by the deputy superintendent, high school principals may authorize up to fifteen (15) additional work days as needed at per diem rate for high school athletic directors.

G. Prior to the implementation of any newly created administrative classification within this bargaining unit, the parties will negotiate salary, benefits, and working conditions for each such classification.

H. Periods of Employment

The following table sets forth the number of actual days worked by the bargaining unit members during the annual employment periods covered by this agreement. It is understood under normal conditions employees will satisfy the majority of their various work day requirements while school is in session.

Annual Classifications	**Work Days**	**Employment Period**
Assistant Principal- MS	Up to 214	August 1 through June 30
Assistant Principal - HS	Up to 214	August 1 through June 30

Athletic Director	Up to 214	August 1 through June 30
Special Education Supervisor/ Student Learning and Inclusion Coordinator	Up to 214	August 1 through June 30
Alternative School Principal	Up to 214	August 1 through June 30
Elementary Principal	Up to 214	August 1 through June 30
Middle School Principal	Up to 214	August 1 through June 30
High School Principal	Up to 227	July 1 through June 30

Any employee who is required to work an additional regular work day(s) beyond the number for his/her classification, set forth above, shall be compensated per diem based on his/her annual salary.

I. An administrator who is laid off and who is paid unemployment compensation benefits during the summer immediately following the lay off and who is subsequently recalled to an administrative position at the beginning of the next employment year, as provided for in Article XV, Section H., shall have his/her compensation reduced by the gross dollar amount of the unemployment compensation benefits he/her was eligible for and received prior to the first day of his/her employment, provided, that his/her compensation shall not be reduced below that which he/she would have received had he/she been employed the entire employment year.

J. Americans With Disabilities Act. The Board and the Association recognize their respective responsibilities to comply with the Americans with Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. A specific plan of reasonable accommodation proposed by an effected employee and the Association will be considered by the employer. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.

K. Salary and other pay for administrators will be paid and posted by direct deposit, with all payment vouchers provided on line rather than through printed copy.

L. Professional Liability

The district agrees that it shall defend, hold harmless, and indemnify employees of the Bargaining Unit from any and all demands, claims, suits, actions and legal proceedings brought against the employee in his/her individual capacity or in his/her official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of his/her employment. The District shall provide liability insurance for the employees of the Bargaining Unit to cover legal expenses and defense of claims and payments of judgments resulting from his/her functioning as an employee of the District Unit, again while acting within the scope of his/her employment, and will reimburse him/her for any portion of such expense and judgments not covered by insurance. In no case shall individual Board members be considered personally liable for indemnifying an employee against such demand, claim, suit, action or legal proceedings pursuant to this provision.

ARTICLE XVIII

DURATION AND TERMINATION

This Agreement, is effective as of November 25, 2025 until June 30, 2028 at which time it will terminate. This Agreement or any of its written terms shall not be extended beyond 11:59 p.m., June 30, 2028 except by the written consent of each of the parties.

FOR THE ASSOCIATION:

By _____
Matt Fairchild
Co- President

By _____
Michael Wicker
Co-President

FOR THE BOARD OF EDUCATION:

By _____
Jennifer Rass
BOE President

By _____
Nicole Spencer
BOE Secretary

By _____
Dr. Embekka Roberson
Superintendent

By _____
Cory Heitsch
Deputy Superintendent

By _____
Dr. Susan Smith
Ass't. Superintendent for HR

Appendix A - Administrator Salary Schedule

For annual services, the employee shall receive a salary payable in equal periodic installments consistent with the School District's policies, procedures, and established salary schedules.

2025-26

Annual Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Special Ed Supervisor/Student Learning and Inclusion Coordinator	$93,345	$96,892	$100,572	$104,395	$108,944	$112,598	$116,423
Alternative Ed Principal	$94,260	$97,861	$101,647	$105,850	$110,442	$113,796	$116,072
Athletic Director	$97,291	$100,946	$104,902	$109,095	$114,062	$117,714	$120,537
Assistant Principal- MS	$98,369	$102,231	$106,398	$110,807	$115,959	$119,338	$122,151
Assistant Principal- HS	$100,193	$104,061	$108,519	$112,793	$117,900	$121,411	$125,066
Elementary Principal	$103,927	$107,850	$112,070	$116,580	$121,845	$125,535	$129,169
Middle School Principal	$108,353	$112,775	$117,213	$121,992	$127,859	$131,925	$134,765
High School Principal	$121,609	$125,863	$130,429	$135,292	$141,222	$145,185	$147,875

2026-2027							
Position / Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Special Ed Supervisor / Student Learning & Inclusion Coordinator	$97,078	$100,768	$104,595	$108,571	$113,302	$117,103	$123,577
Athletic Director	$100,210	$103,974	$108,049	$112,368	$117,484	$121,245	$126,625
Assistant Principal - MS	$101,320	$105,298	$109,590	$114,131	$119,438	$122,918	$128,288
Assistant Principal - HS	$103,199	$107,183	$111,775	$116,177	$121,437	$125,053	$131,290
Elementary Principal	$107,045	$111,086	$115,432	$120,077	$125,500	$129,301	$135,516
Middle School Principal	$111,604	$116,158	$120,729	$125,652	$131,695	$135,883	$141,280
High School Principal	$125,257	$129,639	$134,342	$139,351	$145,459	$149,541	$154,783
2027-2028							
Position / Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Special Ed Supervisor / Student Learning & Inclusion Coordinator	$99,990	$103,791	$107,733	$111,828	$116,701	$120,616	$127,284
Athletic Director	$103,216	$107,093	$111,290	$115,739	$121,009	$124,882	$130,424
Assistant Principal - MS	$104,360	$108,457	$112,878	$117,555	$123,021	$126,605	$132,137
Assistant Principal - HS	$106,295	$110,398	$115,128	$119,662	$125,080	$128,805	$135,229
Elementary Principal	$110,256	$114,419	$118,895	$123,679	$129,265	$133,180	$139,581
Middle School Principal	$114,952	$119,643	$124,351	$129,422	$135,646	$139,959	$145,518
High School Principal	$129,015	$133,528	$138,372	$143,532	$149,823	$154,027	$159,426

Compensation for Acceptance of Additional Responsibilities

Should an employee assume additional responsibilities because of a reduction in a position, a department reorganization or for in the event another employee is on an extended leave of absence, the additional compensation amount, duration, and method of payment will be agreed upon by the Superintendent and CFOO. This compensation must represent new duties not compensated for in the employee's base salary and will be reported to the Michigan Office of Retirement Services (ORS) as reportable wages, along with the corresponding service hours, provided the payment is consistent with an established salary schedule.