

4139

6/30/2001

Agreement

between

W-WBAA

**Wayne-Westland
Building Administrators
Association**

and the

Board of Education

Wayne-Westland Community Schools

JULY 1, 1998 - JUNE 30, 2001

Wayne-Westland Community Schools



LABOR AND INDUSTRIAL
RELATIONS COLLECTION

Michigan State University

Wayne-Westland Community Schools, Westland, Michigan 48185
Gregory J. Baracy, Ed.D., Superintendent

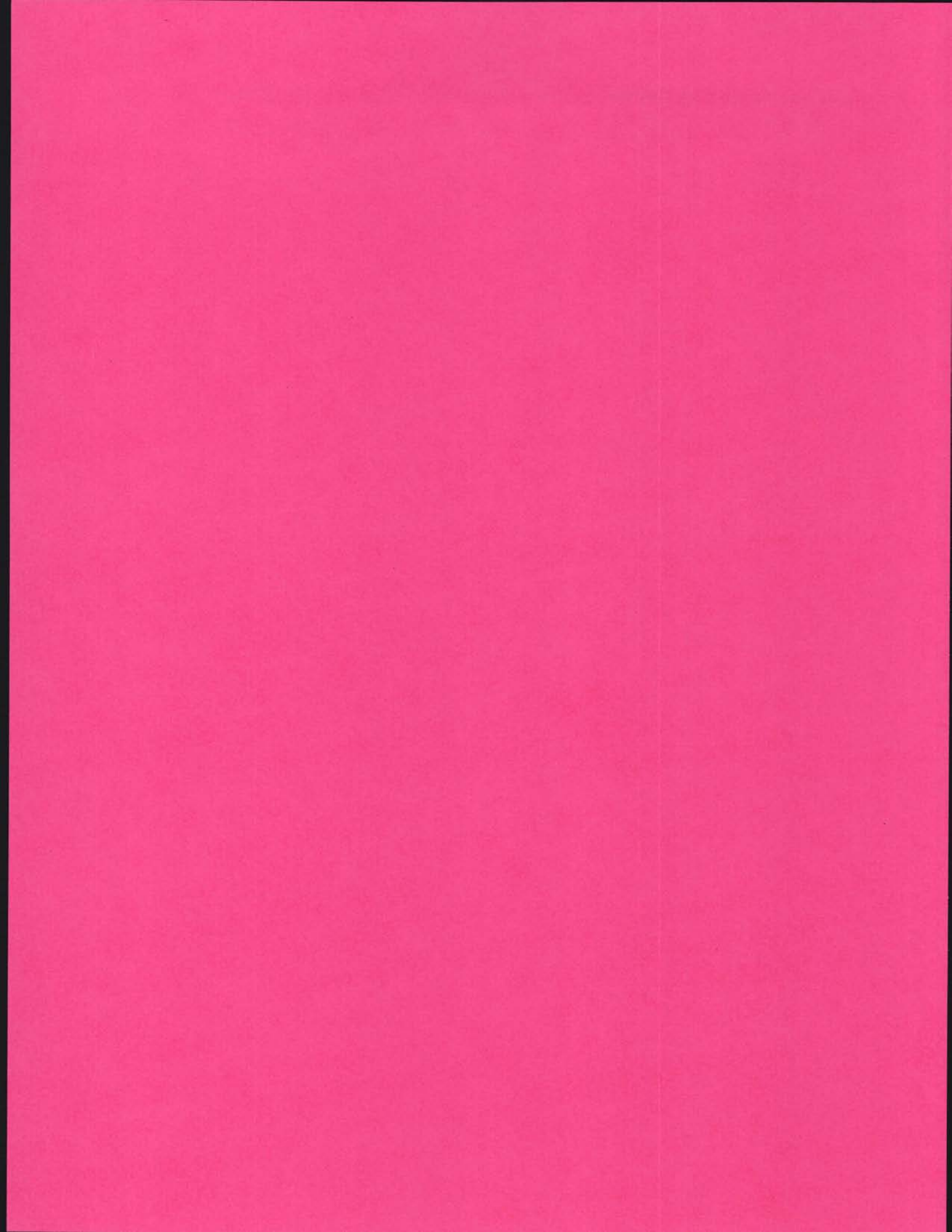
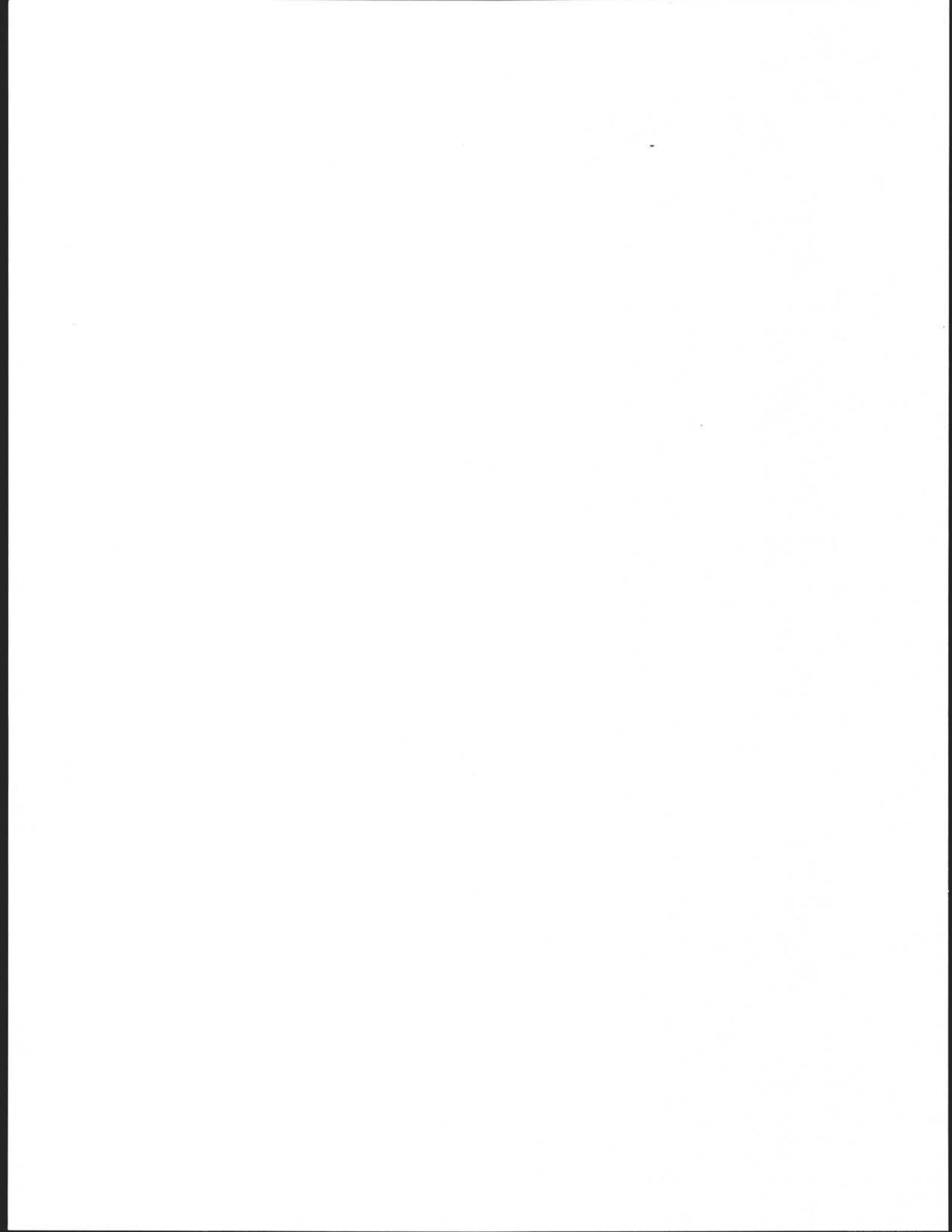


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ARTICLE 1 RECOGNITION

Section 1 Recognition of Association

1.1.1

The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all principals, associate principals, assistant principals, and intern assistant principals. All other positions are excluded from the bargaining unit.

1.1.2

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.

The Board retains the right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies, and regulations which do not violate the terms of this Agreement, and which it considers necessary or advisable for the safe, effective, and efficient operation of the school district. Any administrator who violates or fails to comply herewith shall be subject to such provisions of this Agreement which relate to such discipline or discharge.

The Board, Superintendent, and his designee retain the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of administrators, which are not inconsistent with the specific provisions of this Agreement and which do not otherwise directly effect wages, hours, terms, and conditions of employment. If the Board contemplates a change which directly effects wages, hours, terms, and conditions of employment, such matters must be negotiated with W-WBAA prior to implementation.

Section 2 Exclusive Collective Bargaining Agreement

1.2.1

The Board hereby expressly agrees that it shall not enter into any Collective Bargaining Agreement with any administrator or with any other collective bargaining organization on behalf of building administrators during the term of this Agreement.

1.2.2

Individual contracts with individual members of W-WBAA shall not conflict with the terms and conditions of this Agreement.

1.2.3

The Board agrees that such mutually recognized practices shall not be changed without prior consultation with the Association. It is also agreed that changes in existing Board Policies that directly effect building principals and/or the position of the principals shall not be changed without prior consultation with the representatives of the Association. Final decision shall be the sole responsibility of the Board or its designated representative.

Section 3 Definitions

1.3.1

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- a. BUILDING ADMINISTRATOR shall mean any administrator eligible for membership in the Association and in a classification identified in Section 1.1.1 of this agreement.
- b. SUPERINTENDENT shall mean the superintendent of schools or his designated agents.
- c. In the construction of the words used in this Collective Bargaining Agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

Section 4 Special Conditions

1.4.1

At any time during the term of this Agreement, the parties may mutually agree to meet and discuss matters relating to this Agreement.

ARTICLE 2 BOARD RIGHTS

Section 1 Individual Contracts

2.1.1

Consistent with the past policy of the District, it is agreed between the parties that individual contracts of employment shall be offered to the members of the Association.

Section 2 Management Functions

2.2.1

Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all rights or functions of management.

Without limiting the generality of the foregoing, the term School District's rights includes:

- a. The right to manage and control the school system and its properties, facilities, and activities of its employees.
- b. The right to hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their discharge or demotion, and to promote and transfer all such employees.
- c. The right to adopt and enforce any reasonable rules, policies, and regulations which it deems advisable for the safe, efficient, and effective operation of the school district.
- d. The right to determine the conditions, methods, means, and personnel by which the school district's operations are to be conducted.

ARTICLE 3 BOARD RESPONSIBILITIES

Section 1 Non-discrimination

3.1.1

The provisions of the Agreement and the wages, hours, terms, and the conditions of employment shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, or marital status; or with respect to the administrator's participation in activities of the Association and other professional organizations, collective professional negotiations with the Board, or any grievance, complaint, or proceeding under this Agreement.

3.1.2

The Board further agrees the private life of any Association member is not an appropriate matter for the concern or attention of the Board unless it affects the ability of the administrator to carry out his/her professional functions or responsibilities to the school district or to act as a representative of the school district.

Section 2 Just Cause

3.2.1

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that discipline shall be fair and for just cause.

ARTICLE 4 ASSOCIATION AND EMPLOYEE RIGHTS

Section 1 Rights by Law and Contract

4.1.1

Nothing contained herein shall be construed to deny or restrict to any Building Administrator rights under the Michigan General School Laws. The rights granted to administrators hereunder shall be deemed to be in addition to those provided by law and the Building Administrator's individual contract of employment. Board policies not in conflict with the Master Agreement shall remain in force at the option of the Board.

Section 2 Use of Facilities and Equipment

4.2.1

The Association may use school facilities and equipment upon written application on required *Use of Facilities* forms. It is agreed that District equipment shall not be removed from the school property. The Association shall pay for the current cost of all materials and supplies incidental to such use.

4.2.2

The Association may use the District's mail system, LAN/WAN, and bulletin boards provided such use does not disrupt the normal business of the District nor cost the District extra money. The Association agrees that it will clearly identify union business and take responsibility for all materials communicated through these systems.

Section 3 Information Access

4.3.1

The Board agrees to furnish, within a reasonable time, information requested by the Association concerning finances of the District and all documents required under PERA as defined.

4.3.2

In addition to his rights under the provisions of the Bullard-Plawecki Employee Right to Know Act, MCLA 423.501 et seq, which are incorporated herein, the administrator shall have the right to have an association representative accompany him in any review of his personnel file.

4.3.3

Such files may not contain a reprimand for a period of time in excess of two years from the date of issuance providing an additional reprimand does not occur during the said two year period.

Section 4 Staff Selection and Assignment

4.4.1

The Board agrees that an administrator may provide the Superintendent or his designee with a recommendation concerning personnel who may be assigned to his/her building.

4.4.2

Each building principal shall have the right to determine internal building program or department assignments subject to final approval of the Superintendent or designee.

4.4.3

The building principal shall be informed and provide input on the assignment of non-certified personnel to the building.

Section 5 Dues and Deduction/Service Fees

4.5.1

The Board agrees to deduct the regular dues or service fees of the Association upon individual written authorization of the administrator.

4.5.2

Administrators shall have dues or service fees deducted in equal installments commencing the last pay of September each year. As an option, an administrator may pay the dues or service fee directly to the Association treasurer. The Board agrees to promptly remit to the Association monies so deducted, accompanied by a list of the administrators from whom such deductions have been made.

4.5.3

It is recognized that administrators may object to joining the Association. It is also recognized that the proper negotiation and administration of a collective bargaining agreement entails expense to the Association. Therefore, in the event an administrator shall not join or remain a member of the Association and execute authorization for dues deduction in accordance with this article, such administrator shall cause to be paid to the Association a service fee not to exceed the dues of the Association.

4.5.4

In the event a building administrator eligible for membership in the Association chooses not to join or tender the service fee as required in Subsection 4.5.3 above,

such administrator shall be terminated from his/her administrative position at the end of the school year.

4.5.5

Any administrator beginning work after the opening of school, resigning a W-WBAA position, receiving an unpaid leave of absence, joining another collective bargaining unit, or otherwise leaving the Association shall be charged only the amount of dues or service fees pro rata on the individual administrative year worked.

4.5.6

Upon written authorization from the administrator, the Board shall deduct from the salary of any W-WBAA administrator and make appropriate remittance for annuities, credit union, savings bonds, United Fund, NASSP dues, approved insurance options, or any other plans for programs jointly approved by the Association and the Board.

Section 6 Transacting Association Business

4.6.1

The Board and the Association recognize the responsibilities imposed on the Association and grant permission and a reasonable amount of time to the designated representatives of the Association to participate in grievance matters, citizen complaints and/or the administration of provisions of the Agreement requiring Association participation. Participation in any of the above activities during regular working hours shall be subject to review and approval by the Superintendent or his designee.

Section 7 Work Year

4.7.1

Building administrators are contracted for a school year (July 1 through June 30).

Each building administrator is salaried. His/her annual salary is comprised of his/her individual contract, extra hours/degree stipend, and longevity.

For payroll purposes only, high school administrators' daily rates are calculated by dividing their individual contracts by 230; middle school and elementary school administrators individual contracts are divided by 220.

Building administrators will receive their individual contracts in 26 equal bi-weekly payments.

A building administrator beginning work after July 1 or leaving before June 30 shall have his/her individual contract, extra hour/degree stipend, longevity, holidays, vacation days, and personal business days prorated accordingly.

4.7.2

The following paid holidays will be observed:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Easter Monday
- Memorial Day

4.7.3

High school administrators are entitled to 30 vacation days per school year. Middle and elementary school administrators are entitled to 40 vacation days per school year.

With the Superintendent's prior approval, a part of the building administrator's vacation allotment may be taken when school is in session.

Unused vacation days may only be carried over from school year to school year with prior approval of the Superintendent.

Section 8 Citizens' Complaints

4.8.1

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator or a program or an employee s/he supervises, the citizen shall be requested to first discuss the matter with the administrator involved.

4.8.2

Upon receipt of a complaint by the Superintendent or his designated representative, an investigation shall be made of the complaint. The Association reserves the right to conduct a parallel investigation and/or to review the evidence. In the event the Superintendent or the Board contemplates action and/or judgment on the complaint, it shall first be placed in writing and submitted to said administrator. It is understood and agreed that an administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memorandum, before any further action is taken on the matter.

4.8.3

The Board shall, if requested, provide the opportunity for a hearing for the administrator against whom the charges are directed. Both parties may subpoena witnesses as necessary. The hearing may be public or private at the option of the administrator being charged. The affected administrator is entitled to union and/or legal representation.

The Board shall, within fifteen (15) working days after the close of the hearing, render its decision in writing.

4.8.4

Nothing contained herein shall be construed to deny any employee of other than his/her rights and privileges under the existing Master Agreement or statutes.

4.8.5

The Board agrees that prior to considering overruling any administrator relative to student discipline, it will afford the administrator the opportunity to present the rationale for that decision.

ARTICLE 5 EMPLOYMENT SECURITY

Section 1 Contract Length

5.1.1

Each administrator in the bargaining unit shall be given a one year individual contract and shall be notified, in writing, by March 15 annually of his/her administrative assignment for the succeeding school year.

A dismissal of the administrator following due process procedures and with just cause will negate the remaining portion of his/her individual contract.

At his/her option, an administrator facing possible discharge shall be granted a hearing before the Board of Education to discuss the termination. At the meeting the employee may be accompanied by a representative of the bargaining unit and/or his attorney.

Section 2 Progressive Discipline Process

5.2.1

The Board will only discipline an Administrator for just cause and will follow the progressive discipline process.

5.2.2

Before involuntarily transferring, not renewing a contract, or changing the status of an administrator, the Board shall offer reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action. The affected administrator may request Association representation at each level of the due process procedure.

- a. Conferences shall be held between the administrator and his immediate supervisor dealing with the clearly identified inadequacies and remedies will be specified in writing if the affected administrator so requests.
- b. If the problem persists, a formal warning shall be issued to the administrator which contains specific inadequacies in writing, with appropriate timelines as determined by the Superintendent and agreed to by the Association/individual.
- c. If the problem still persists, a formal review of the involved administrator's performance shall be written and presented to the affected administrator at a subsequent conference at which time the involved administrator, at his option, may be accompanied by a representative of the bargaining unit.

Section 3 Seniority

5.3.1

Seniority is defined as follows:

- a. District seniority is length of service in the district as defined in the W-WEA Master Agreement.
- b. Bargaining Unit Seniority is defined as length of continuous service in the bargaining unit, including periods during which the administrator has recall rights to the bargaining unit.
- c. Classification Seniority is defined as length of service in a classification, i.e. grade 13, grade 14, grade 15, etc.
- d. Position Seniority is defined as the length of service in a classification, i.e. high school principal, high school assistant principal, elementary principal, etc.

5.3.2

Unless otherwise specified, preference shall be given in all instances on the basis of Classification, Position, and Bargaining Unit Seniority in this order.

5.3.3

In the event that an administrator returns to the W-WEA, his/her rights in that unit shall be based upon the W-WEA Master Agreement.

5.3.4

Administrators leaving the bargaining unit shall retain all seniority as described in Article 5.3.1.

Section 4 Reduction and Recall of Staff

5.4.1

Should it become necessary to reduce the number of administrators in the bargaining unit, the Superintendent will first inform W-WBAA of the reasons for such reductions. The Association shall be given an opportunity to suggest alternatives.

5.4.2

Administrators who are on Board approved leaves of absence at the time of staff reductions shall be considered on the same basis as administrators currently on duty.

5.4.3

Any administrator relieved of his duties because of reduction of staff or elimination of position shall be offered the next W-WBAA administrative opening for which he is certified and qualified.

5.4.4

If it becomes necessary to reduce the administrative staff, the individuals retained shall be those administrators with the greatest Bargaining Unit Seniority, certification, and qualification.

5.4.5

Any administrator transferring to the teaching ranks will be placed on the teaching salary schedule commensurate with the employee's years in the district and highest college or university degree, both as a teacher and administrator, following the date of expiration of the individual's administrative contract.

5.4.6

Any administrator who has been removed from his/her position because of a reduction in the number of W-WBAA positions shall be reinstated to a W-WBAA position for which s/he is certified and qualified prior to the placement of any person outside of the W-WBAA bargaining unit.

5.4.7

Administrators transferring to another bargaining unit shall carry over their sick banks as allowed by that union contract.

Section 5 Administrative Interns

5.5.1

The employment status of an administrative intern at the conclusion of assignment shall be the sole responsibility of the Board of Education.

Section 6 Non-Disciplinary Involuntary Transfers

5.6.1

When involuntary transfers are necessary, the professional background and bargaining unit seniority of the bargaining unit member shall be considered in determining which bargaining unit member is to be transferred. Administrators who are involuntarily transferred shall be transferred, if possible, to a comparable position and shall not suffer a reduction in salary. An involuntary transfer shall be made only after a meeting between the affected administrator and the Superintendent, at which time the administrator shall be notified of the reason for the transfer in writing. If the administrator or the Association objects to such a transfer, the dispute may be solved through the professional grievance procedure.

5.6.2

The Board agrees to consider volunteers first before involuntarily transferring any administrator.

Section 7 Reorganization, Reclassification or Reassignment

5.7.1

The Superintendent will consult with the Association prior to administrative reorganization or the creation of new administrative positions.

5.7.2

Where new administrative positions do not clearly fall within the definition of persons excluded from representation by the Association, a determination of inclusion shall be made mutually by the Association and the Board.

5.7.3

The Board agrees to negotiate the rates of pay, wages, terms, or other conditions of employment for any new positions created within the bargaining unit.

Section 8 Return to Teaching Ranks

5.8.1

A building administrator may, at his/her discretion, return to the teaching staff with seniority as outlined in the WWEA contract. S/he must notify, in writing, both the Employee Services Office and the W-WEA no later than April 1 of any work year.

5.8.2

The administrator who elects to revert to the teaching ranks shall be paid on the teaching salary schedule in accordance with the W-WEA Master Agreement, with years of in-district administrative experience counting the same as in-district years of teaching experience.

Section 9 Professional Activities

5.9.1

With prior approval from the Superintendent or his designee, a bargaining unit member may be granted permission to act as a resource person or active participant in staff development programs, professional conferences, and/or professional meetings organized by some agency other than the WWCS district.

5.9.2

The Association and the Board mutually agree that conventions and conferences are an important factor in the professional and educational growth of our members and for the school district. The Association and the Board will encourage attendance at these meetings.

5.9.3

Administrators may attend local, state, or national meetings or conventions at the discretion of the Superintendent. All requests must be in writing and approved in advance. The approval will include information on the extent of reimbursement of expenses to be allowed consistent with Board policy.

5.9.4

Each Administrator will receive \$500 annually as taxable compensation for joining appropriate professional organizations.

ARTICLE 6 PROTECTION AND ASSISTANCE

Section 1 Protection of Administrators

6.1.1

The Board shall recognize its responsibility to provide all reasonable support and assistance to administrators with respect to maintenance of control and discipline in the schools.

6.1.2

Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

6.1.3

If criminal or civil proceedings are brought against an administrator alleging that he committed an assault in connection with his/her employment, the Board shall furnish legal counsel to defend such proceedings if the affected administrator requests such assistance. The Board shall provide all administrators a school board legal liability policy (Errors and Omissions). There is no deductible.

6.1.4

If an administrator has a legal complaint lodged against him/her as a result of any action within his/her jurisdiction, the Board shall provide appropriate liability insurance per Article 6.1.3. This provision shall not apply to actions alleging criminal complaints not within the scope of the administrator's responsibility.

6.1.5

An administrator absent from his/her duties as a result of an assault or lawsuit while employed in school activities, and the assault or lawsuit is related to performance of duties, shall not have the absence charged against his/her sick leave accumulation.

Section 2 Reimbursement of Losses

6.2.1

The Board shall reimburse an administrator up to two hundred dollars (\$200.00) during the course of one year for the damage, loss, or destruction of personal property having a value of ten dollars (\$10.00) or more, provided such damage or destruction occurs on school premises, is connected with the execution of his assigned responsibilities and was not occasioned by the negligence of the affected administrator.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 Definition

7.1.1

A grievance is a complaint by an administrator, a group of administrators, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

7.1.2

The term "days" when used in this section shall mean working days. Time limits may be extended by written agreement of both parties.

7.1.3

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

Section 2 Time Limits

7.2.1

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular LEVEL within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next LEVEL with the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering.

7.2.2

Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement and provided the Association has been given opportunity to be present at such an adjustment. Individual grievances may not be moved to LEVEL THREE by an individual member of the Association.

7.2.3

Any individual or the Association may withdraw a grievance at any LEVEL without prejudice of record. However, if in the judgment of the Association or its representatives, the grievance presents an issue of importance, the Association may process the grievance at the appropriate LEVEL.

7.2.4

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned within five (5) days commencing with the start of formal grievance procedure. Pertinent information that comes to light throughout the grievance process will be provided accordingly.

Section 3 Grievance Resolution

7.3.1

Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

7.3.2

Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means for handling those complaints

which cannot, for any reason, be resolved. When a cause of complaint occurs, the affected building administrator shall request a meeting with his/her immediate supervisor in an attempt to resolve the complaint. The Association will be notified and may be present with the building administrator at such meeting. The building administrator may formalize an unresolved complaint by proceeding to LEVEL ONE.

Section 4 Formal Grievance Procedure

7.4.1

LEVEL ONE: If a complaint is not resolved in a conference between the affected building administrator and the immediate supervisor, the complaint may be formalized into a grievance.

It shall be submitted, in writing, within five (5) days of the meeting with the immediate supervisor. Within seven (7) days after submission of the grievance, the Superintendent or his designee will conduct a hearing. The Superintendent or his designee shall have five (5) days to render a written decision after the hearing.

7.4.2

LEVEL TWO: If the grievance is still unsettled, the Association may submit the grievance to mediation using the services of the Michigan Employment Relations Commission (MERC), within fifteen (15) days after the reply of the Superintendent.

7.4.3

LEVEL THREE: In the event no resolution is reached via the mediation process, the grievance may be submitted to arbitration within twenty (20) days after the conclusion of the mediation hearing.

In the event the mediation process is not utilized, the grievance may be submitted to arbitration within twenty (20) days after the reply from the Superintendent or his designee in LEVEL ONE.

The American Arbitration Association shall govern the arbitration hearing. The Arbitrator shall have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree the judgment thereof may be entered into any court of competent jurisdiction.

7.4.4

By mutual agreement the Association and the Board's representative may enter into the processing of the grievance at any LEVEL.

7.4.5

The parties agree that all grievances relating to promotions, transfers, building administrator evaluations, and salary cannot be moved to LEVEL THREE of the grievance procedure.

Section 5 Arbitration

7.5.1

Each party shall bear the full costs for its side of the arbitration, and shall pay one-half (1/2) of the costs for the arbitrator.

ARTICLE 8 CURRICULUM

Section 1 Curriculum and Instructional Programs

8.1.1

All committees having to do with the creation, development, review, modification, study, or implementation of curriculum and instructional programs in the district shall offer to include appropriate bargaining unit members in their compositions.

8.1.2

The Association shall be provided the opportunity to review curriculum/instructional program changes. The Association may provide material for the Superintendent or his designee.

ARTICLE 9 ROLE OF PRINCIPALS

Section 1 Scope of the Position

9.1.1

Principals are the educational leaders of the buildings to which they are assigned in cooperation with other staff relationships as per administrative directives, policies, and job descriptions of the school district. The principals shall perform their functions and fulfill responsibilities as defined by their respective job descriptions. Principals shall be directly responsible to the Superintendent or designee.

Section 2 Limits of Responsibility

9.2.1

Prior to assigning an administrator additional responsibilities the Superintendent will consult with the W-WBAA leadership and the involved individual or individuals for input/recommendations regarding such a change.

ARTICLE 10 PRINCIPAL'S EVALUATION

Section 1 Timelines

10.1.1

Evaluations shall be conducted on a formal basis every three years. This does not preclude an evaluation being done on more frequent basis.

10.1.2

During the year of formal evaluation, the evaluator's visits shall not be less than a total of two (2) full schools days or the equivalent.

Section 2 Evaluation Criteria

10.2.1

The evaluation of each administrator shall be based on, but not limited to, the duties and responsibilities identified in the administrator's *Job Description*.

Section 3 Evaluation Procedure

10.3.1

The areas in which there are inadequacies shall be identified by the evaluator, and the principal shall be offered recommendations for correcting those areas deemed necessary for improvement as cited by the written evaluation.

10.3.2

During the interim year, the principal shall develop and implement an improved plan that is designed to improve his/her performance as a building administrator. This plan shall be based on the formal evaluation.

10.3.3

The building administrator shall be given a copy of the final evaluation. The building administrator may also request that a copy of a personal statement be attached to the evaluation and become a part of the official record.

10.3.4

When a building administrator does not agree with an evaluation, the administrator may, at his/her option, request a meeting with the evaluator and the Superintendent and attempt to resolve that part of the evaluation with which the evaluatee is not in agreement. Either party may request a representative at this meeting.

ARTICLE 11
ADMINISTRATIVE STAFFING METHODS AND PROCEDURES

Section 1 Qualifications

11.1.1

The Board and the Association agree that all positions in the bargaining unit shall be staffed by competent and qualified persons as determined by the Superintendent.

11.1.2

All individuals appointed to permanent administrative positions in the bargaining unit shall have teacher certification.

Section 2 Promotions and Vacancies

11.2.1

Promotion shall mean the Board's selection of a qualified bargaining unit member to move from one position to another of a different title and higher pay as listed on the salary schedule.

11.2.2

All open W-WBAA positions shall be posted in each building for a period of ten (10) days prior to the filling of the vacancies.

11.2.3

All bargaining unit members who apply for posted W-WBAA positions will receive equitable consideration with all other applicants.

11.2.4

At least one member of W-WBAA shall be a member of the interviewing committee for applicants seeking Association positions.

Section 3 Administrative Staffing

11.3.1

The Board of Education will recognize the need to properly staff buildings with qualified administrators and at a staffing level which will provide for proper supervision.

11.3.2

The Board agrees that each elementary school should have proper elementary coverage. Whenever an elementary administrator is absent for three (3) or more days, the Board will attempt to provide a full time substitute administrator to act as the building principal during his/her absence.

11.3.3

In the event there becomes a vacancy during any given school year (July 1 through June 30), the Board will discuss with the Union, prior to any action, how best to provide for coverage of that position. Should this vacancy exceed 90 school days, the Board and the Union, through mutual agreement, will decide how best to fill the vacancy.

ARTICLE 12 LEAVES OF ABSENCE

Section 1 Association Leave

12.1.1

A total of fifteen (15) days per school year shall be granted to the Association for the advancement of the profession. Leave requests shall be approved through the office of the Assistant Superintendent for Employee Services.

Section 2 Leaves Without Pay

12.2.1

General Purpose and Parental leaves will be considered periods of leave without pay and fringe benefits. No salary increment will be granted for such leaves. Administrators shall continue to accrue seniority for one year while on such leaves.

All Leaves expire on June 30.

Upon return from a Parental or General Purpose Leave, the administrator shall be assigned the first available administrative position for which s/he is qualified as determined by the Superintendent. In the event no positions are available, the administrator may invoke Article 5.8.1 of the Agreement, if such position is available, until a W-WBAA administrative position for which s/he is certified and qualified becomes available. Compensation during this period shall be based upon the W-WEA Master Agreement. The Superintendent shall determine internal W-WBAA placements prior to the placement of the returning administrator. The administrator, if certified and qualified, shall be reinstated prior to the hiring of a non-W-WBAA administrator and will be placed on the salary schedule commensurate with his years in education, both teaching and administration.

Should an administrator refuse reinstatement to an Association position under this Article, s/he will forfeit his/her Leave return rights.

Section 3 Parental Leave

12.3.1

A Parental Leave will be granted for up to one school year for the purpose of having a baby, adopting a child, or staying home with a child. Such a leave will be

extended one additional school year upon request of the administrator if it is requested, in writing, by May 1.

Section 4 Court and Death Leave

12.4.1

Additional leave without loss of pay, not chargeable against the administrator's leave day allowance, shall be granted for the following reasons: Court appearance as a witness in any case connected with the administrator's responsibilities, the school, or whenever the administrator is subpoenaed to attend such proceedings.

12.4.2

Each year, the District shall credit each administrator with two (2) bereavement days to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service.

Immediate family is defined as spouse, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild. If additional days are required, use of sick leave or personal leave is permissible. Bereavement days shall not carry over from one year to the next.

Section 5 Sick Leave - Personal Business

12.5.1

W-WBAA members shall earn one sick day per month or twelve days per year. Unused sick days will accumulate in the personal sick bank of each member.

12.5.2

Each building administrator shall be entitled to three (3) personal business days annually. Unused days will be added to the administrator's personal sick bank.

Section 6 Sick Bank

12.6.1

Effective July 1 annually, the Association will be credited with a Sick Bank of 100 days for the upcoming school year. Unused days will not be carried over from year to year.

12.6.2

Administrators may, upon application, make reasonable withdrawals from the sick bank when they have met the following conditions:

- a. An administrator must be sick a minimum of twenty-five (25) consecutive work days before s/he can qualify for use of sick days from the Association Sick Bank.

- b. An administrator cannot have a balance of sick days remaining in his/her own personal sick bank.
- c. Administrators will provide medical verification of their illness when applying for Association Sick Bank.
- d. An administrator eligible for sick days from the Association Sick Bank will be limited to the number of days necessary to meet the requirement for the LTD policy.
- e. An administrator who draws from the Association Sick Bank is not obligated to repay such days.
- f. When an administrator is back to work following a withdrawal of Association Sick Bank days for less than sixty (60) calendar days and suffers a recurrence of the same illness, s/he will not be subject to the twenty-five (25) days deductible described in "a" above for that recurrence.

For any absence which exceeds five (5) consecutive work days under the sick leave provision, the administrator may be required to submit verification of ability to return to work.

In the event there are chronic absences on the part of an individual administrator, s/he may be required to provide the Employee Services Division with written verification for future absence(s).

No requests for verification due to chronic absenteeism shall be made, however, unless an administrator has been given prior notice of his/her situation regarding chronic absenteeism.

12.6.3

For purpose of determining approval of sick leave utilization, approval to return to work or the right to continue to work; the Board of Education authorizes the Superintendent or his designee with notice to the union, to make a written request requiring an employee to provide the results of physical/mental examination from his doctor.

If the Board is not satisfied with this report, the Board, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. Should both parties fail to reach mutual consent, the American Medical Society of Wayne County will be requested to select a physician and said selection

will be final. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

Section 7 Catastrophes

12.7.1

No administrator shall suffer loss of pay or reduction of vacation days in the event a general catastrophe (such as severe weather conditions, utility failure, etc) closes down all or portions of the school district.

Section 8 General Purpose Leave

12.8.1

A General Purpose Leave will be granted for one school year if it is requested, in writing, prior to July 1 for the succeeding school year.

A General Purpose Leave may be granted, at the discretion of the Board, for the balance of one school year if it is requested, in writing, after July 1 of that school year.

A one year extension of a General Purpose may be granted, at the discretion of the Board, if it is requested, in writing, by May 1.

Administrators accepting positions outside of the school district will not be granted General Purpose Leaves.

Section 9 Involuntary Leave

12.9.1

An employee may be placed on an involuntary leave for just cause.

For purposes of determining an involuntary leave, the Board, upon notice to the Union, may make a written request requiring the employee to provide the results of a physical/mental examination from his/her doctor to determine the employee's ability to perform the essential functions of his/her job with or without accommodation.

If the Board is not satisfied with this report or should the employee not provide this report, the Board, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

Time off under this Article will be charged to the Administrators personal sick bank.

ARTICLE 13 SALARY AND FRINGE BENEFITS

Section 1

13.1.1

1998-1999 Delete Step 1 of the 1997/1998 Salary Schedule, shift Steps left, increment Steps 6 and 7 at 5%.

1999-2000 Improve the 1998/1999 Salary Schedule by 2.5%.

2000-2001 Improve the 1999/2000 Salary Schedule by 2.75%.

Section 2

13.2.1

An allowance of \$40 per hour for graduate hours beyond the Masters degree from an accredited college or university or from an institution approved by an accredited agency recognized by COPA will be paid. Payment for accredited hours is not to exceed 30 hours. Any college, university, or institution must have the prior approval of the Superintendent or designee.

When the following degrees have been attained, these allowances will be paid annually to the administrator:

Ed Specialist	\$2,000
PhD, EdD, JD, or LLD	\$2,500

Administrators who participate in continuing education programs which meet the criteria for awarding of Continuing Education Units (CEU) from institutional members of the Council on the Continuing Education Unit shall receive CEU credit to be converted into credit hours reimbursable as indicated above. Three (3) CEU's equal one (1) semester hour. No credit will be given, however, if the tuition was paid for by the District.

13.2.2

A building administrator called for jury duty shall receive his/her full salary for the time period s/he is serving. Compensation received for jury duty will be turned over to the school district. The District will reimburse the administrator for all associated parking fees and mileage.

13.2.3

In recognition of extended service to the District the Board agrees to provide W-WBAA members having ten (10) or more years of in-district service additional compensation upon severance of employment.

- a. Severance for death, disability, or retirement, the affected administrator or estate shall be paid an amount equal to 8% of his/her current annual salary.
- b. Should an administrator resign after fifteen (15) or more years of service, the affected administrator will be paid an amount equal to 5% of his/her current annual salary.

13.2.4

Should an administrator having ten (10) or more years of in-district service sever employment with the District, s/he will be paid \$20.00 per day for each of the accumulated sick days.

13.2.5

Longevity will be paid on the following basis:

15-19 years of service in the district	\$1,000
20-24 years of service in the district	\$1,500
25 plus years of service in the district	\$2,000

Section 3

13.3.1

The Board agrees to provide those administrators not covered by any other employer paid group hospital/medical insurance full family hospital-medical insurance. The programs which will be offered shall be MESSA Super Care 1 (\$100/\$200 deductible with RX \$5, with XVA2 Rider), Care Choices (HMO), (RX \$5, with XVA2 Rider), the Health Alliance Plan (HMO), (RX \$5, with XVA2 Rider), or other HMO's which may be added to or replace those listed, during the life of this contract. Employees not signing up for health coverage benefits will receive forty-five dollars (\$45.00) per pay for 26 pays.

Beginning July 1, 2000, the Board agrees to provide those administrators not covered by any other employer paid group hospital/medical insurance program a traditional full family hospital-medical insurance program with 100% hospitalization/90% major medical coverage, deductibles of \$100 single/\$200 full family, and \$5 prescription co-pay, with XVA2 Rider, or a HMO with no deductibles, no medical co-pays, and \$5 prescription co-pay, with XVA2 Rider. Employees not signing up for health coverage benefits will receive forty-five dollars (\$45.00) per pay for 26 pays.

13.3.2

It is specifically understood that any W-WBAA member covered by any other employer paid group health-medical policy is not eligible for the above. The Board may require each employee to certify in writing that s/he is not covered by any other employer paid hospital-medical insurance.

Any W-WBAA member who has signed up for, and is covered by, hospitalization-medical coverage in violation of this Article will re-pay to the employer, all premium monies which the employer has paid for such benefits.

The parties agree to the following interpretation concerning dual insurance coverage:

- (1) The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any member/s of his/her family, including children. For example, the employee may select single subscriber coverage paid for by the Board, if his/her spouse covers himself/herself and dependent children under another employer's hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District shall not have the option of dual insurance coverage paid for by the Board under two separate coverages.

- (2) The following coverages shall not be considered dual coverage for purposes of this Article.
 - (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
 - (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
 - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
 - (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;

- (b) If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
- (5) Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
- (6) The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
- (7) Dual hospital-medical insurance coverage shall be allowed for the employee and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
- (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the traditional full family hospital-medical insurance program identified in Article 13.3.1 above, including deductible.

For purposes of implementing this subsection (8), the Association shall appoint a representative to meet with a designee from Employee Services Department in order to review Member requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage. If the representatives cannot agree to approve or deny a Member's request for exemption, the Association may submit the issue to final and binding arbitration under LEVEL THREE of the Grievance Procedure.

- (9) An annual survey may be distributed by the Board to all employees carrying Board paid hospital-medical insurance for the purpose of updating eligible dependents. The employee must complete and return the survey

within thirty (30) days. Failure to comply may result in loss of hospital-medical insurance benefits.

Section 4

13.4.1

The District will provide long term disability coverage for all employees covered by the contract containing the following limits of coverage.

- a. After three (3) months of continuous inability to perform the job due to a qualifying incapacity.
- b. Paying two-thirds (2/3) of salary to maximum of \$5,000 per month.
- c. A copy of this policy will be provided.

Section 5

13.5.1

The Board will provide \$50,000 of life insurance (with A.D. & D.) with option to purchase additional insurance at Board rates at employee's expense, as allowed by the carrier.

Section 6

13.6.1

The Board agrees to provide a full family dental insurance plan equivalent to 100% Class I (Preventative/Maintenance), 90% Class II and Class III (Basic/Major), with a calendar year maximum of \$1,000 per eligible dependent, and 90% Class IV (Orthodontic coverage) with a lifetime maximum of \$1,500 per eligible dependent.

The carrier will agree to provide both internal and external coordination of benefits for all administrators.

Section 7

13.7.1

The Board agrees to provide a vision insurance plan equivalent to Full Family Vision Service Plan III.

Section 8

13.8.1

W-WBAA members who are using their own transportation for carrying out responsibilities for school business will be reimbursed for the mileage at the IRS approved rate.

Section 9

13.9.1

W-WBAA members may have a physical examination every two years. The Board will pay up to \$250 of the amount not covered by health insurance. Receipts must be provided the Employee Services Division and a copy, signed by the examining physician, of the physical examination must be provided to the Employee Services Division for placement in the personnel file of the employee.

Section 10

13.10.1

Any administrator who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first 7 calendar days of such absence, the administrator shall be charged sick leave from his/her accumulated account or, if the administrator so requests, personal business leave. If the administrator has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the administrator's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for 90 calendar days from the date of said injury. Said administrator shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the administrator's incapacitation continues to the 15th calendar day and/or beyond, the administrator so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the administrator's incapacitation continues beyond the 90 day period stated in Article 13.10.1 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said teacher has used up all of his/her remaining sick leave and/or personal leave days.
5. It is also understood that, after the 90 day period, the amount of sick leave or personal leave to be deducted from the administrator's account will be 1/2 day for any full day's absence. If the employee is absent less than a full day, the administrator will still be charged 1/2 day from his/her sick or personal leave account.

13.11.1

Each John Glenn and Wayne Memorial High School Administrator will receive \$1500 annually as taxable compensation for extra activity assignments.

**ARTICLE 14
VALIDITY OF AGREEMENT**

Section 1 Contract Amendment

14.1.1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2 Declared Invalidity

14.2.1

Should any article, section or, clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections, and/or clauses shall remain in full force and effect for the duration of the Agreement, providing the intent of the remaining language is not changed.

Section 3 Provision Incorporation

14.3.1

This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All administrative contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 4 Distribution of Agreements

14.4.1

The Board will provide each building administrator a copy of this Agreement.

**ARTICLE 15
DURATION OF AGREEMENT**

15.1.1


This Agreement becomes effective July 1, 1998, and shall continue in full force and effect through June 30, 2001.

The Association (W-WBAA) may notify, by registered mail, the Board of Education, no later than June 1, 2001, of its desire to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangement to commence negotiating a successor contract.

In witness whereof, the parties hereto have caused their names to be subscribed by their authorized officers and representatives the day and year first above written.

Wayne-Westland Building
Administrators' Association

Wayne-Westland Community
School District,
Board of Education



Joan M. Sedik
Co-President



David R. Cox
President




MaryAnne Garzon
Co-President

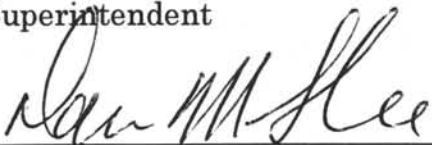


Martha Pitsenbarger
Secretary

Date: December 7, 1998



Gregory J. Baracy, Ed.D.
Superintendent



Dan M. Slee
Assistant Superintendent of
Employee Services

CLASSIFICATIONS

<u>GRADE</u>	<u>POSITION</u>
15	Senior High School Principal
14	Middle School Principal
13	Elementary Principal
12	Senior High School Assistant Principal
11	Middle School Assistant Principal

1998-1999 Salary Schedule

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
15	65,617	68,898	72,343	75,960	79,758	83,746	87,933
14	61,487	64,561	67,789	71,179	74,738	78,475	82,398
13	58,729	61,665	64,749	67,986	71,385	74,955	78,702
12	56,891	59,736	62,722	65,858	69,151	72,609	76,239
11	53,070	55,724	58,510	61,435	64,507	67,732	71,119

1999-2000 Salary Schedule

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
15	67,257	70,620	74,151	77,859	81,752	85,839	90,131
14	63,024	66,175	69,484	72,958	76,606	80,437	84,458
13	60,197	63,207	66,367	69,686	73,170	76,829	80,670
12	58,313	61,229	64,290	67,505	70,880	74,424	78,145
11	54,397	57,117	59,972	62,971	66,120	69,426	72,897

2000-2001 Salary Schedule

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
15	69,107	72,562	76,190	80,000	84,000	88,200	92,610
14	64,757	67,995	71,395	74,965	78,713	82,649	86,781
13	61,853	64,945	68,193	71,602	75,182	78,941	82,888
12	59,917	62,913	66,058	69,361	72,829	76,471	80,294
11	55,893	58,687	61,622	64,703	67,938	71,335	74,902

