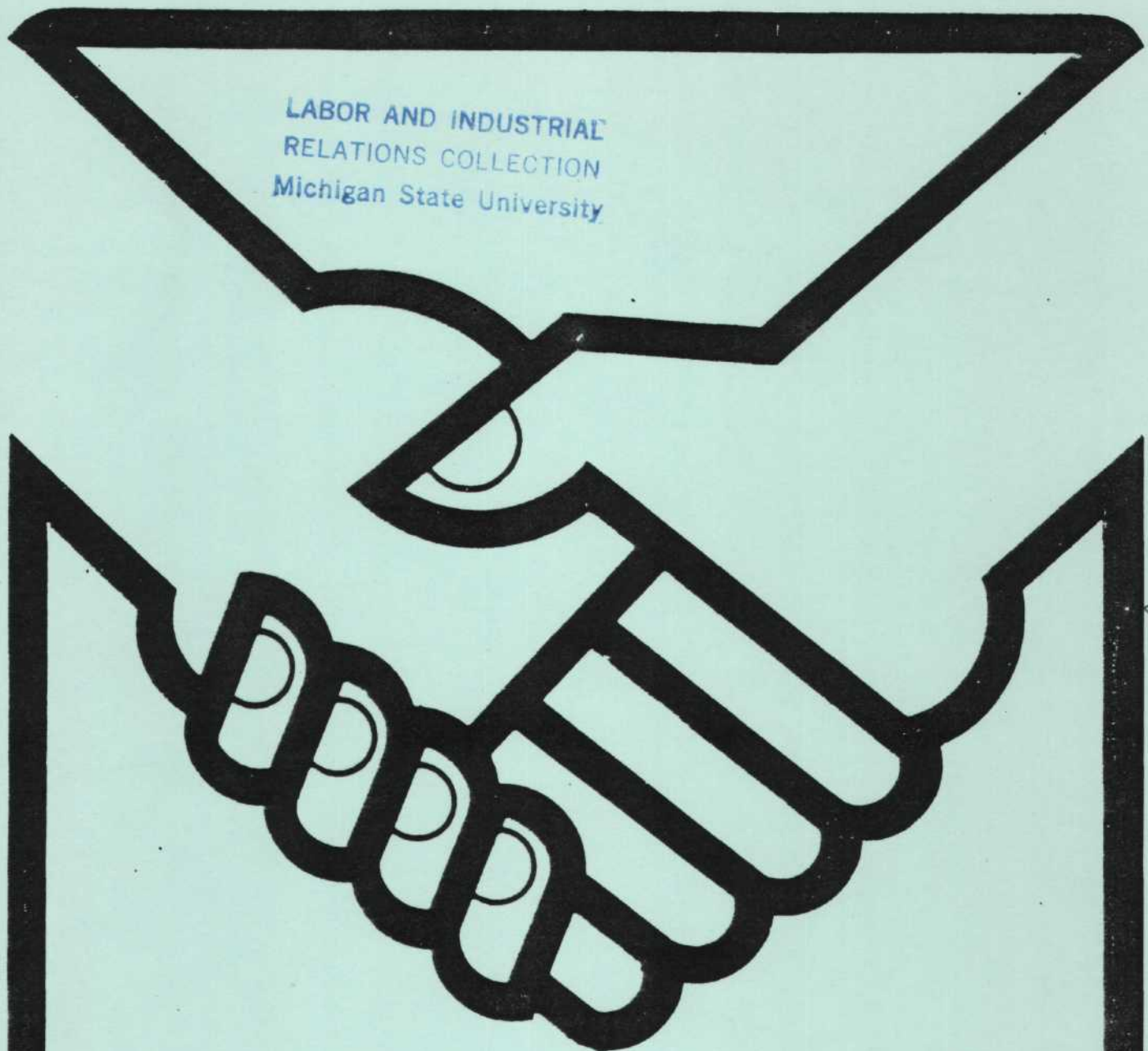


LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



# agreement between

WCISD PRINCIPALS OF SPECIAL EDUCATION PROGRAMS  
LOCAL 47, AFL-CIO  
AND  
WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
July 1, 1986 - June 30, 1990

*Wayne County Intermediate School District*



**AGREEMENT**

**Between**

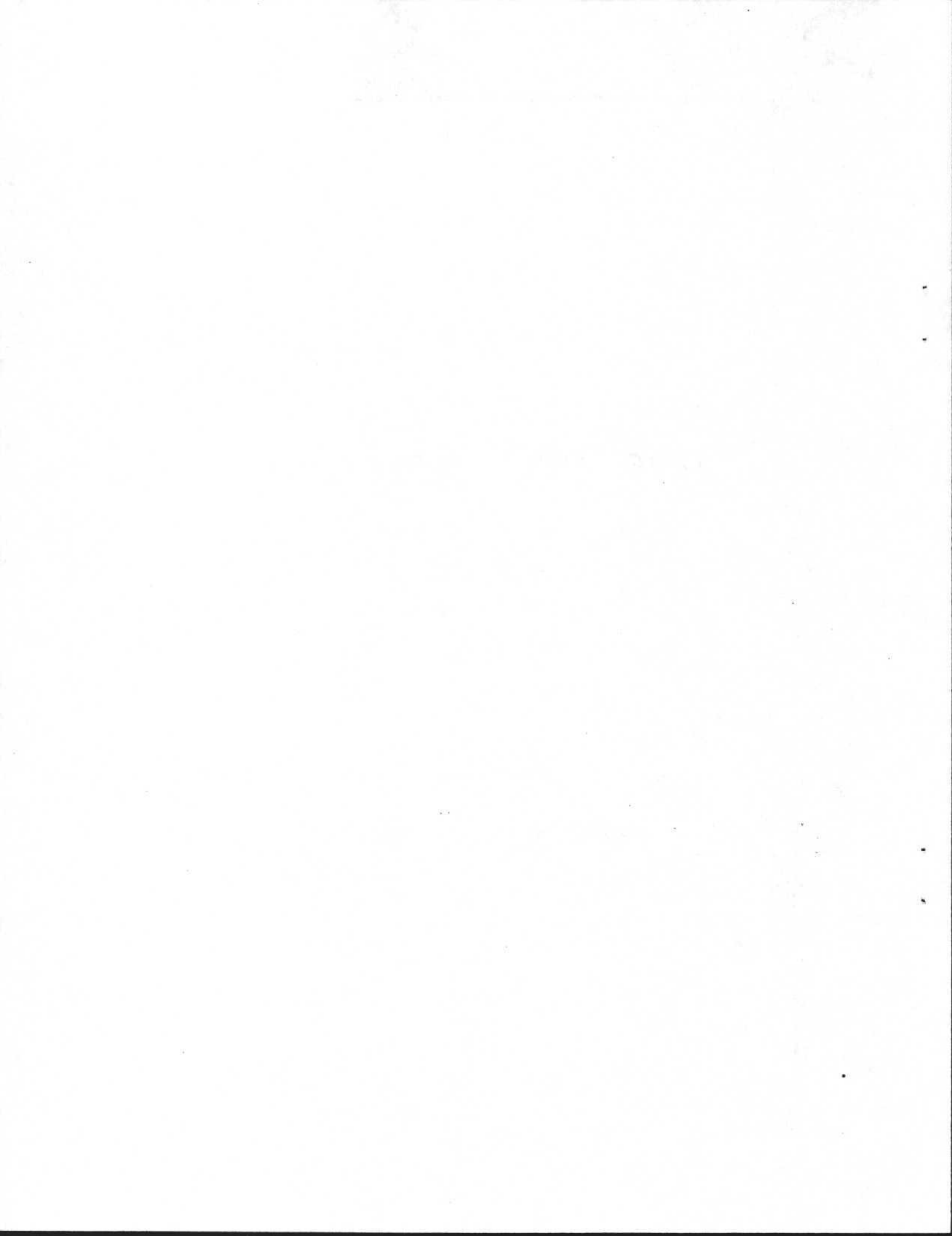
**WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT**

**And**

**WCISD BUILDING PRINCIPALS  
OF SPECIAL EDUCATION PROGRAMS  
Local 47, AFL-CIO**

**Effective**

**July 1, 1986 through June 30, 1990**



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## PREAMBLE

Whereas the Board of Education of the Wayne County Intermediate School District (hereinafter called the "Employer") and the Building Principals, Wayne County Intermediate School District, Local 47, AFL-CIO (hereinafter called the "Principals") recognize and declare that providing a quality education and training to the students of the School District is their mutual aim;

And whereas, the laws of the State of Michigan authorize public employers and public employees to enter into collective bargaining agreements with respect to wages, hours and other conditions of employment;

And whereas, the parties, following deliberate negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement;

Now, therefore, the parties respectively agree:

## Article 1 - Recognition

The Employer of the Wayne County Intermediate School District recognizes the Local 47, AFL-CIO, in accordance with Michigan Employment Relations Commission Certification No. R76 E-254 issued pursuant to Act No. 379 of the Public Acts of 1965, as amended, as the sole and exclusive bargaining representative of all Principals of Special Education Programs but excluding all other employees.

## Article 2 - Salaries

See Addendum "A".

## Article 3 - Work Year

- 3.1 All Principals are 185-day employees and begin work the day after Labor Day except for the following circumstances:

Principals of 185-day centers shall report a minimum of four (4) days before the established school calendar. For good cause any Principal may request or be requested to work a mutually agreed number of days before Labor Day.

The last work days for all Principals in Severely Mentally Impaired Programs shall be the same as the last day for the Skills Center staff as indicated by the established school calendar provided all tasks necessary for the closing of the regular school year have been completed. Normal school closing tasks shall be stated in writing to each employee with appropriate deadlines no later than April 1 of each school year. Deadlines for other than normal school closing tasks shall be submitted to Principals within a reasonable time for completion by the last day of work. Such work will be completed without further compensation.

Vacations and holidays for 185-day employees shall be consistent with the established calendar.

- 3.2 All employees shall indicate to the person designated by the Employer by March 15 of each school year their intention for extended year employment.

The Employer shall give written notification to employees by April 15 regarding extended year employment indicating:

- A. Whether or not their request for employment was granted.
- B. If the request was not granted, the reason for so denying the request.



- 3.2 C. The specific program assignment.
  - D. In situations arising after March 31, Management and Union will meet to mutually agree upon a solution; however, the final determination as to extended year employment will be made by the Director of Programs.
  - E. Requests for leave time may be granted or denied by the Employer. Denial of requested leaves, in whole or in part, will be based upon the district's staffing needs or the number and duration of leaves requested.
- 3.3 Assignments of Principals to extended year programs, which are available, shall be made by the following criteria:
    - A. First, the 185-day employee for that program.
    - B. Second, selection will be made on the basis of seniority.
- 3.4 Summer programs may be administered by one (1) full-time or two (2) part-time administrators.

#### Article 4 - Fair Employment Practices

- 4.1 This Agreement shall be applied uniformly to all Principals within the bargaining unit.
- 4.2 The Employer agrees that with respect to hiring and working conditions, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, political activities, membership or participation in activities of the Union, or physical handicap if it does not interfere with carrying out the responsibilities of the position.
- 4.3 All newly hired administrators shall have full approval as Supervisors of Special Education.

#### Article 5 - Union Dues Check-Off

- 5.1 The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such members belong to the Union, agree to the following method; namely, the Employer shall deduct Union dues from members and any increase in such dues or an equivalent service fee from non-members from the biweekly paycheck of all employees covered by this Agreement.
- 5.2 The deduction of membership dues from Union members or the equivalent service fee from non-members shall be made in twenty (20) equal biweekly installments beginning with the first paycheck in September of each school year.



- 5.3 Payroll deductions as described in this Section shall be automatic without further action on the part of any member of the bargaining unit.

#### Article 6 - Vacancies

- 6.1 Whenever the Employer determines that a vacancy or new job opening in an administrative position covered by this Agreement is available, the Employer shall first publicize such vacancy or job opening by giving written notice to all persons currently covered by this Agreement five (5) working days in advance of outside advertising.

After posting, laid-off employees shall be entitled to recall to available bargaining unit positions in inverse order of their layoff.

- 6.2 In the event an employee is not working in summer or extended year programs, posting notices of administrative vacancies covered by this Agreement shall be mailed to his/her home address or other address designated by that employee.
- 6.3 Vacancies or position openings covered by this Agreement shall be communicated as described in Section 6.1 as soon as possible but not later than seven (7) days after such opening occurs or receipt of resignation.
- 6.4 The selection process for filling a vacancy for a Building Principal position shall be as follows:
- A. A Principal vacancy or job opening shall be filled by the applicant who meets state approval requirements and with the longest seniority as a Principal in the district. If on occasion an exception needs to be made, the reasons for the exception shall be discussed and negotiated with the Union.
  - B. Any person who is transferred into or is placed in a vacant Principal position will not be transferred nor will be allowed to voluntarily transfer to another position for that school year except in cases involving unforeseen circumstances.
  - C. An unsuccessful applicant may, upon request, receive in writing the reason(s) he/she did not receive the position(s).
  - D. The Union shall be notified within three (3) days after any personnel action has been taken by the Employer which may affect this Agreement including the following: resignations, vacancies, transfers, reassignments, promotions, new hires, etc., within the bargaining unit.

- 6.4 E. The Employer will make reasonable effort to fill existing vacancies no later than ninety (90) calendar days after the vacancy occurs.

In the event that, despite good faith efforts, a vacancy cannot be filled on a permanent basis, the interim administrator will become a member of the bargaining unit at the end of the ninety (90) calendar days.

- 6.5 When a local school district requests the operation of a program presently operated by the Wayne County Intermediate School District, the Employer shall:

- A. Notify the Union regarding the transfer of the program to the local school district along with a time line for transfer of that program including proposed date of transfer.
- B. Request in writing the number of positions available in the local receiving district and will provide a copy to the Union President.
- C. Give a sixty (60) day written notice of the program transfer to the affected members of the bargaining unit.
- D. As soon as specific information about a program transfer is available, the following process shall be used:
  - 1. A letter will be hand-delivered (proof of delivery) to each Principal employed by the Wayne County Intermediate School District listing every center presently operated by the Intermediate School District with the following information:
    - a. Name of center.
    - b. Date of anticipated transfer and name of sponsoring local school district (L.E.A.) and whether the L.E.A. will need a Principal.
    - c. If known, the facility where the L.E.A. will operate the program.
    - d. Any other relevant information for Principals to make an informed choice.
  - 2. Each Principal shall indicate assignment preference of presently existing building locations with one (1) being the highest and shall submit preferences to the Director of Programs' office within ten (10) calendar days after receipt of the assignment preference form.

- 6.5 D. 3. Assignments will be made on the basis of seniority and stated preference, with the understanding that denial of the preferred position as determined by the Employer to any Principal shall be based only on demonstrable lack of suitability for the position (e.g., experience, personality).
4. Exceptions to this process due to unusual or unforeseen circumstances shall be negotiated by the parties and solved by mutual agreement.
5. New assignments within the Intermediate School District shall take effect at the time of the program transfer.
6. In the event a program transfer occurs during the school year, the employment of an individual transferring to a local school district shall be discontinued as of the date the program is actually transferred or the last date of contracted service, if in a 10-month position. Any Principal, who because no administrative position is available in the district of transfer or because of consolidation of programs within the district, shall be assigned to a series of short-term or longer-term projects or assignments as determined by Management for the duration of that current fiscal year.
- 6.6 If any changes of Principal assignments are made, the Employer will give thirty (30) working days advance written notice to the Union unless an emergency situation precludes compliance with this provision. This provision shall take effect upon ratification of this Agreement by both parties.
- 6.7 The seniority of members of the bargaining unit shall be based on the first day of work in a position covered by this Agreement. When more than one (1) employee begins work on the same date, seniority rank will be determined by the highest number of the last four digits of the individual's Social Security number. Within ten (10) days after ratification of this Agreement, a seniority list shall be provided to the Union.

#### Article 7 - Grievance Procedure

- 7.1 The purpose of a grievance procedure is:
- A. To achieve consistency in the approach of handling employee grievances.
- B. To achieve a means of insuring the existence of maximum communication between the employee, his/her supervisor and Management.
- C. To bring about the prompt and efficient resolution of employee grievances.

## 7.2 Definition of a Grievance

A grievance is an alleged violation or misapplication of a specific article or section of this contract.

## 7.3 The Procedure

Step 1 Within five (5) days following the occurrence of the act or event which forms the basis of the grievance, or the date on which the grievant with reasonable diligence should have discovered the act or event forming the basis of the grievance, the employee will request a conference with his/her immediate supervisor to discuss the grievance on an informal basis. Said conference shall be held within four (4) days of the request and may include other personnel involved in the act or condition who are not further specified in Steps 2-4.

Step 2 In the event the grievance is not resolved at Step 1, the employee will file a written grievance with the Associate Superintendent, on a form mutually agreed to by the parties with copies to the Union and the Employer. Said form shall be filed within fifteen (15) days after the informal conference. Within ten (10) days, the Associate Superintendent will give a written reply to the employee filing the grievance with copies to the Principal and the Employer.

Step 3 Within five (5) days after receiving the decision of the Associate Superintendent, the decision may be appealed to the Superintendent.

A. Not less than five (5) nor more than thirty-five (35) calendar days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Participants in the hearing shall be given at least three (3) days written notice of the hearing.

B. No more than five (5) days after the hearing of the appeal, the Superintendent shall communicate his/her decision in writing together with supporting reasons to the aggrieved Principal and the Union.

7.3 Step 4 Arbitration

Within ten (10) days after receipt of the decision of the Superintendent, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association. The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement. If the decision of the arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear the full costs for its side of the arbitration and the loser will pay the total cost of the arbitrator.

- 7.4 The time limits specified hereinafter for movement of grievances 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 Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically settled on the basis of the request of the aggrieved party.

Article 8 - Disciplinary Procedure

- 8.1 When in the judgment of the immediate supervisor, conditions arise which may warrant potential disciplinary action, the following procedures shall occur:
- A. The Principal shall be notified in writing at least five (5) days in advance of the conference of the time, place and reasons for the disciplinary conference.
  - B. Such conferences will be conducted in private unless otherwise specified by the affected Principal.
  - C. The Principal will have the right to the presence of a Union representative specified to Management. The parties shall notify each other of the representative(s) that will be present.
  - D. The Principal will have the right to present evidence and/or witnesses on his/her behalf.
  - E. The Employer may include representative(s) of its choice specified to the Union at such a meeting.



- 8.1 F. Any written report of such an interview prepared by the Employer shall be signed by all parties indicating only that such a report has been read by the Principal and not that he/she necessarily agrees with the contents. The Principal may affix his/her response and reactions within five (5) days. Such report shall become a part of the employee's personnel file.
- 8.2 No evaluations, correspondence, written allegations or other material making reference to any Principal's competence, character or manner shall be placed in any file unless the Principal shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed with the understanding that such signature signifies he/she has read the material and does not necessarily indicate agreement with its contents.

When another Union files a grievance making allegations concerning a Principal, his/her center program or center conditions, that Principal shall have a right to be present and represented at any proceeding relating to that grievance.

#### **Article 9 - Definition of Responsibilities and Rights**

The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including rules and regulations of the foregoing, the right:

- A. To the executive Management and administrative control of the Wayne County Intermediate School District and its employees, properties and facilities.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. To establish all functions, programs and services as prescribed by law or as deemed as necessary or advisable by the Employer.
- D. To decide upon the means and methods of providing those functions, programs and services, the selection of appropriate equipment, materials and the use of every kind and nature.

- E. To determine the hours of work, the duties, responsibilities, assignments and work locations of all employees with respect thereto, and with respect to administrative and non-instructional activities and the terms and conditions of employment. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the Agreement and then, only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### Article 10 - Working Conditions

Every effort shall be made by the Employer to establish and maintain working conditions that will enable each Principal to carry out the responsibilities and functions of his/her position.

- A. Appropriate clerical assistance will be assigned to each program.
- B. Principals will not be assigned teaching responsibilities except in emergency circumstances. "Emergency circumstances" shall not include situations of extended teacher absence or vacancies.
- C. The Principal shall have authority to make administrative decisions with regard to his/her program within the procedures and policies of the Wayne County Intermediate School District. Those procedures and policies shall be set forth in an administrative manual which will be reviewed annually. The parties will meet to jointly identify the content areas of the manual.
- D. The Principal shall be encouraged to develop ideas for enriching and expanding his/her program.
- E. The Principal shall be asked for input before changes of a substantial nature are made with regard to his/her program and shall be informed at the earliest possible date of the decision.
- F. The Principal shall be asked for input with regard to changes in staff before said changes occur.
- G. Each Principal shall have the right to make recommendations regarding each staff member's assignment within his/her center to the immediate supervisor who will have the final responsibility for staff assignment.



- H. Student assignments and reassignments will be the final responsibility of the Principal of each program after the Principal has considered the input and recommendation of the Multi-Disciplinary Committee relative to student placement.
- I. Before additional supportive services and/or programs are placed in any center, the Employer will discuss these supplementary services and/or programs with the Principal of the center.
- J. The administrator shall have the right to recommend disciplinary action for staff members not performing satisfactorily.

#### Article 11 - Schedules, Hours and Assignments

- 11.1 The School Calendars for 1986-87, 1987-88, 1988-89 and 1989-90 shall be attached hereto as Addendum "B".

- 11.2 Reporting Absences

The Principal will call the designated number no later than 6:00 a.m. on the day of the absence. The Principal shall indicate whether he/she will return to work on the next day or will call the designated number before 6:00 a.m. on the day following the absence.

In cases of emergency, the Principal may call the office of his/her immediate supervisor by 8:15 a.m.

The center of the Principal who has called in absent shall be given preference in regard to the calling of substitutes.

- 11.3 School Closings

- A. In the event conditions are such that staff will not be required to report to work, the Union President will be notified no later than 6:30 a.m.
- B. When power failure, heat failure or some other condition occurs to a center that may require the closing of a center, the Principal will notify the Program Supervisor of the condition, and a decision for the school day will be made regarding student transportation, notification of parents, staff and Principal's assignments.
- C. In the event conditions within a building are such that staff will not be required to remain in the building, the Principal may be required to report to other centers or work locations.

#### 11.4 School Day

- A. In order to attain ultimate efficiency in the operation of school programs and to provide the best possible educational program to the pupils served thereby, it is essential for administrative personnel to work a schedule which permits the flexibility necessary for the achievement of such goals. Such a schedule may, at times, involve work in and out of the school building, and at times, frequently outside the regular school day. The professional discretion of good principals in scheduling their hours of work shall be respected as such discretion is consistent with the school program and the aforesated aims. It is understood that this provision does not preclude the setting of hours by the Employer when necessary.
- B. The formal work day for Principals shall be from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch period or the equivalent.
- C. It is expected that the Principals will be available for school functions such as parent meetings and conferences held after the school day.
- D. When a Principal is leaving his/her building he/she shall leave his/her schedule in writing with his/her building secretary indicating his/her destination and probable time of return.

11.5 A Principal shall request permission to accept any outside position or obligation which affects his/her administrative responsibilities. The following list is illustrative but not exhaustive:

- A. Teaching or taking classes, attending conventions during the working day.
- B. Serving on committees, boards or agencies meeting during the working day.
- C. In addition, a Principal shall notify the Wayne County Intermediate School District if he/she is serving on such work related committees, board or agencies meeting other than the working day.

#### Article 12 - Fringe Benefits

- 12.1 A. Automobile Allowance: The minimum mileage shall be the rate established by the Board and for all other district employees.

- 12.1 B. Paychecks shall be issued biweekly. When a pay period comes during a time that school is not in session, paychecks shall be mailed to the individual's home at the Employer's expense. Employees may personally pick up their check prior to 2:00 p.m. on pay day.
- C. Any health examinations which are required for employment shall be paid for by the Employer.
- D. The Employer agrees to reimburse for personal property loss due to student action, theft or Act of God up to the amount of seventy-five dollars (\$75) per item per occurrence. Personal property is defined as items normally worn and reasonably necessary for the employee to perform his/her regular duties.
- If other personal property of an employee, which has been brought to the building with the prior written approval of the immediate supervisor, is damaged, stolen or destroyed through no fault of the employee, the Employer agrees to reimburse the employee in the amount of the estimated loss or to replace the article whichever is most feasible.
- E. Principals shall be permitted with the approval of the Director of Programs to use their own automobiles to transport students only if they have provided proof of insurance to the Employer. The difference between the cost of the employee's liability insurance and the cost of one-hundred thousand dollars (\$100,000) per individual and three-hundred thousand dollars (\$300,000) per accident shall be borne by the Employer.

12.2 Payroll Deductions

All authorizations for payroll deductions will be made on appropriate forms and shall be available for:

- A. Union dues or service fees.
- B. U.S. Bonds.
- C. Credit Union.
- D. United Foundation.
- E. Tax Sheltered Annuities.
- F. Any mutually agreed upon items.

### 12.3 Job-Related Injuries

- A. The Employer shall pay the employee's full salary with no withdrawal from the employee's sick bank for any job-related injury caused by a student assault to any employee which results in lost time (seven (7) days or less) upon a physician's written verification of employee's inability to perform work tasks.
- B. Any job-related injury to an employee which requires medical treatment and upon a doctor's prescription requires lost time shall be compensated through the Employer's Self-Insurance Worker's Compensation Plan.
- C. Employees may elect to receive the Worker's Compensation only without use of sick leave or may elect to receive full salary on the basis of a prorated withdrawal from the employee's sick bank until such bank is exhausted at which time Worker's Compensation is the only payment that will be made to the employee.

### 12.4 Insurance Protection

- A. The Employer shall continue to provide without cost to the employee full-family Blue Cross/Blue Shield insurance or the equivalent with various riders. The employee has the option to pick up Blue Cross/Blue Shield or the equivalent coverage at the group rate paid in advance prior to the leave. In the event that members of this bargaining unit wish the B77 Blue Cross/Blue Shield plan with riders for prescription drugs and those listed in option four, those employees shall pay the difference between that plan and the present Blue Cross/Blue Shield insurance coverage.
- B. The Employer shall provide, without cost to the employee, group life insurance protection in the amount of twenty thousand dollars (\$20,000) with double indemnity coverage to be paid to the employee's beneficiary.
- C. Dental Insurance - full-family coverage Class I benefits, eighty percent (80%) paid by the insurance company, and twenty percent (20%) by the employee. Class II benefits fifty percent/fifty percent (50%/50%) maximum level of benefits per person being six hundred dollars (\$600) per year.
- D. The Employer shall provide, at no cost to the employee, long-term disability insurance which provides payment of up to sixty percent (60%) of the employee's base salary or one-thousand seven hundred dollars (\$1,700) per month whichever is the lesser up to the end of the disability or to age seventy (70), whichever is earlier, less Social Security.

- 12.4 E. An employee on leave shall be covered by all Employer paid insurance protection for one (1) payment after the beginning of the leave, after which time such person may continue his/her coverage at group rates payable in advance at his/her own expense.
- F. The Employer will provide and keep in force during the length of this contract a comprehensive liability insurance in the amount of one million dollars (\$1,000,000) coverage and provisions to apply equally to all employees.
- G. All insurance benefits are subject to the policy and the rules and regulations of the carrier.

### Article 13 - Leaves

#### 13.1 Sick Leave

- A. Upon initial employment each employee shall be granted a bank of sick leave days in the amount of ten (10) days per year at the beginning of the school year. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family when the employee is responsible for the care of that member of the family (e.g., a mother or father caring for a sick child).
- B. One (1) additional day shall be granted for each four (4) weeks of work beyond the 10-month school calendar.
- C. Unused sick leave days shall accrue year to year on an unlimited basis.
- D. Sick leave days may be used in advance; however, in the event that an employee severs his/her employment with the Wayne County Intermediate School District prior to the end of his/her contract of employment, having exhausted the full number of days so allotted to him/her, a prorated amount (determined by the date of termination) shall be deducted from the final pay of such employee to cover the unearned portion of sick leave allowance.
- E. Sick leave may be granted in the amount of not to exceed ten (10) additional days for those employees with one (1) or more years of seniority in the event of hospitalization due to accident or serious illness. This sick leave is after the individual has exhausted his/her sick leave bank.

### 13.2 Medical Leave

- A. Extended health leave due to physical or mental causes falling within the sick leave policy may be granted, upon request by the employee, provided the criteria used in granting such leaves shall be uniformly applied to all applicants. Such extended health leave may be considered for renewal annually.
- B. Prior to the approval of an extended health leave, all sick leave time must be used.
- C. Requests for extensions of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the leave is to terminate.
- D. Failure to return after termination date of a leave will constitute termination of employment.

### 13.3 Business Leave

Business leave days shall be granted an employee up to three (3) days for personal business. If business days are not used between July 1 and June 30, they shall be credited to the employee's sick leave bank on the following July 1.

### 13.4 Jury Duty

An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day in which the employee reports for, or performs, jury duty and on which he/she otherwise would have been scheduled to work provided the employee turns over to the Employer the amount received for jury duty. If an employee is paid mileage by the court, he/she retains the mileage payment.

### 13.5 Military Duty

An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on full-time active duty and away from his/her work assignment for a maximum of two (2) weeks per year except in the case of a national or civil emergency when an extension may be requested in writing to and approved by the Superintendent.



### 13.6 Parental Leave

Parental leave shall be granted without pay as needed except during the first year of employment Management has the option to grant or deny parental leave.

Parental leave shall be granted for up to one (1) year without pay. Parental leave may be extended for one (1) additional year from the expiration of the first parental leave. The employee must make written request for extension of the parental leave.

If an employee wishes to return earlier than previously requested, thirty (30) days written notice is required.

Accumulated sick leave may be applied prior to the beginning of a parental leave.

### 13.7 Funeral Leave

Employees may be granted up to five (5) days following a death in the immediate family. (Immediate family: Includes employee's spouse, children, parents, foster parents, grandparents, parents-in-law, brothers, sisters or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following the death of an in-law, this provision shall be extended to include that relationship. Employees shall have three (3) days leave to attend the funeral of a relative or close friend deductible from business leave and/or sick leave.

### 13.8 Sabbatical Leave

- A. A sabbatical leave for a full contract year or less at one half (1/2) current salary may be available to all Principals with not less than seven (7) years of consecutive administrative service at the Wayne County Intermediate School District, subject to the approval by the Employer. The Principal shall submit written plans to the Employer at least ninety (90) days prior to the school year in which the sabbatical is granted.
- B. Not more than one (1) Principal shall be on sabbatical leave at any one time. Under exceptional circumstances this provision may be waived by the Employer.
- C. Principals returning from sabbatical leave will return to the same or comparable assignment held prior to the leave. They will receive full seniority for the sabbatical leave time. Normal salary increments shall be provided. All fringe benefits will remain in effect during such leave.



- 13.8 D. The Employer shall consider, among other factors, the following:
1. The proposed program of the applicant as related to professional graduate study, writing or research.
  2. The value of the proposed program to the Wayne County Intermediate School District.
- E. The acceptance of a sabbatical leave must be in writing and must include a statement of intent that the Principal will return to the Wayne County Intermediate School District for a period equal to two (2) times the length of the leave immediately upon its termination. If the Principal fails to complete the above mentioned time requirement, the sabbatical leave pay shall be forfeited on a prorated basis of one half (1/2) the amount for each half (1/2) period of unfilled service.

#### Article 14 - Evaluation

- 14.1 The evaluation method developed and finalized by mutual agreement of the parties shall be contained in the administrative manual and shall remain in effect until such time as the parties mutually agree to change the method. The parties agree to review the method and forms involved at the beginning of each school year.
- 14.2 Prior to placement in the Principal's file, the administrative evaluation shall be submitted to the Principal for additional comments. The comments shall be made in writing no later than ten (10) days after the evaluation was submitted to the Principal. The comments shall be attached to the Principal's evaluation report.
- 14.3 No evaluation of less than satisfactory performance under Section 14.1 shall be made without first notifying the Principal in writing of his/her deficiency or deficiencies. The parties shall mutually agree to a plan and time in which such deficiency or deficiencies shall be corrected, and such plan shall be reduced to writing. All copies of the Principal's evaluation report shall be signed by both the Principal and the evaluator.
- 14.4 Formal evaluations shall be made on an annual basis.
- 14.5 Observations

Informal observations made by the Employer, which may or may not form the basis for subsequent written record, may occur without prior notice. If the observer wishes to create a record of the observation, based on some demonstrable and/or immediate needs, thereby converting the observation to an evaluation, written procedures are outlined below in the Written Record of Observation:

- 14.5 A. Within ten (10) days after the informal observation, the Principal will receive a written report, followed by a conference between the parties within ten (10) days.
- B. At said conference and on the written report, the evaluator will avoid generalities and specifically point out the employee's strengths and weaknesses and suggestions for improvement.
- C. Within ten (10) days after said conference, the Principal may, if he/she desires, respond to the Observation Report in writing. The comments shall be attached to the report.
- D. All copies of the Observation Report shall be signed by both the Principal and the Employer. There shall be no additions, deletions or corrections after the signatures are affixed.

#### Article 15 - Miscellaneous

- 15.1 A committee composed of representatives of the Employer and Principal shall meet on a need basis for the purpose of exchanging information, discussing and resolving matters of mutual concern. This committee shall meet upon the request of either party. The party making the request shall provide an agenda in advance.
- 15.2 Exchange of Information
- The Employer shall make available to the Principal upon written request, statistics, records, work schedules or other information which the Principal needs for preparation of bargaining demands for implementation of the terms of this Agreement or for processing grievances arising out of this Agreement.
- 15.3 When an employee speaks or writes as a citizen, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he/she speaks or writes as an individual and not in behalf of the District, nor as an identified employee of the District.
- Within the intent of the preceding paragraph, any formal position statement made by a Principal which involves the Wayne County Intermediate School District shall be first reviewed with the Director of Programs or Associate Superintendent or in specific cases, the Superintendent.
- 15.4 Copies of this Agreement shall be made at the expense of the Employer and presented to all Principals now or hereafter employed by the School District.

15.5 Representation at Board Meetings

At regular Board meetings whenever issues are to be discussed concerning Special Education Programs directly operated by the Wayne County Intermediate School District, one (1) Principal designated by the Principals shall be released to represent the Principals at the meeting. The Superintendent's office shall be informed of the designated Principal representative at least two (2) days before the Board meeting.

15.6 Union Business Release Time

The President of the bargaining unit shall be entitled to a reasonable amount of release time to conduct business directly related to Union matters. All such Union business release time involving full days shall be paid by the Union.

Article 16

16.1 Inservice

The topics and dates of each inservice shall be negotiated with the individual administrator.

16.2 Leaves may be granted for attendance at conventions, workshops or conferences under the following conditions:

- A. The convention, workshop or conference must be related to the development of skills or acquisition of knowledge related to the employee's position.
- B. No more than two (2) Principals may attend the same convention, workshop or conference. Those Principals attending such conventions, workshops or conferences shall be expected to present a report of the convention, etc., to those Principals who did not attend.
- C. A Principal may be granted a maximum of five (5) working days or the equivalent within any school year to attend conventions, conferences and workshops without loss of pay.
- D. Each Principal shall be granted a budgetary allowance of three hundred dollars (\$300) per year to attend conferences, workshops and conventions, which have been approved by the Director of Programs, without loss of pay. In the event of severe revenue limitations and resulting budget modification, the budgetary allowance above may be altered.

16.3 Compensation for College Work

Employees who will be required to take additional course work because of changing job requirements shall be reimbursed for tuition upon satisfactory completion of course work.

Article 17 - Supplemental Agreements

This Agreement supersedes and cancels all previous agreements and understandings, verbal or written, and constitutes the entire agreement between the parties.

Article 18 - Duration

Effective dates of this contract shall extend from July 1, 1986 through June 30, 1990.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS  
THIS ELEVENTH DAY OF OCTOBER, 1987.

Principals,  
W.C.I.S.D.

Board of Education  
W.C.I.S.D.

Mary Steele /s/  
President

James Kubaiko /s/  
Director of Programs

/s/  
AFL-CIO Representative

Teresa Myers /s/  
Director of Personnel

ADDENDUM "A"

Salary

1. 185 Day Salary Schedule

<u>Step</u>	<u>1986-87</u>
1	\$31,606.00
2	\$33,181.00
3	\$34,789.00
4	\$36,397.00
5	\$38,004.00
6	\$39,612.00

2. M.A. + 30 = \$700 additional at all levels.
3. Work beyond the 185 days is paid on a per diem basis.
4. Principals to be placed on the salary schedule shall have a master's degree and be approved as a Supervisor under the State of Michigan Rules and Regulations. A Principal who does not have the master's degree and who does not have temporary approval will be placed on the first step of the salary scale until such time as the above requirements are met. Upon meeting the requirement, those Principals will be placed on the proper step.
5. Principals shall be placed on the salary schedule based on prior years of administrative experience. Principals shall be notified in writing of their step and salary within ten (10) days of ratification of this contract, with copies to the Building Principals' President.
6. Receipt of the salary increment shall be automatic and effective at the beginning of each school year, provided the Principal worked one-hundred twenty (120) days during the previous school year. Appropriate salary levels and classifications shall be maintained for the term of this Agreement.
7. Credit for Advanced Professional Training
  - A. When a Principal completes course work in the summer that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for the full year if the application and validation for such higher rate is received no later than the first Wednesday after Labor Day of that year.
  - B. When a Principal completes course work during the fall semester that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for one-half (1/2) year if application and validation for such higher rate is received not later than December 15.

## ADDENDUM "A"

### Salary

#### 1. 185 Day Salary Schedule

<u>Step</u>	<u>1987-88</u>
1	\$33,186.00
2	\$34,840.00
3	\$36,528.00
4	\$38,216.00
5	\$39,905.00
6	\$41,593.00

2. M.A. + 30 = \$700 additional at all levels.
3. Work beyond the 185 days is paid on a per diem basis.
4. Principals to be placed on the salary schedule shall have a master's degree and be approved as a Supervisor under the State of Michigan Rules and Regulations. A Principal who does not have the master's degree and who does not have temporary approval will be placed on the first step of the salary scale until such time as the above requirements are met. Upon meeting the requirement, those Principals will be placed on the proper step.
5. Principals shall be placed on the salary schedule based on prior years of administrative experience. Principals shall be notified in writing of their step and salary within ten (10) days of ratification of this contract, with copies to the Building Principals' President.
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7. Credit for Advanced Professional Training
  - A. When a Principal completes course work in the summer that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for the full year if the application and validation for such higher rate is received no later than the first Wednesday after Labor Day of that year.
  - B. When a Principal completes course work during the fall semester that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for one-half (1/2) year if application and validation for such higher rate is received not later than December 15.



ADDENDUM "A"

Salary

1. 185 Day Salary Schedule

<u>Step</u>	<u>1988-89</u>
1	\$34,846.00
2	\$36,582.00
3	\$38,355.00
4	\$40,127.00
5	\$41,900.00
6	\$43,672.00

2. M.A. + 30 = \$700 additional at all levels.
3. Work beyond the 185 days is paid on a per diem basis.
4. Principals to be placed on the salary schedule shall have a master's degree and be approved as a Supervisor under the State of Michigan Rules and Regulations. A Principal who does not have the master's degree and who does not have temporary approval will be placed on the first step of the salary scale until such time as the above requirements are met. Upon meeting the requirement, those Principals will be placed on the proper step.
5. Principals shall be placed on the salary schedule based on prior years of administrative experience. Principals shall be notified in writing of their step and salary within ten (10) days of ratification of this contract, with copies to the Building Principals' President.
6. Receipt of the salary increment shall be automatic and effective at the beginning of each school year, provided the Principal worked one-hundred twenty (120) days during the previous school year. Appropriate salary levels and classifications shall be maintained for the term of this Agreement.
7. Credit for Advanced Professional Training
  - A. When a Principal completes course work in the summer that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for the full year if the application and validation for such higher rate is received no later than the first Wednesday after Labor Day of that year.
  - B. When a Principal completes course work during the fall semester that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for one-half (1/2) year if application and validation for such higher rate is received not later than December 15.



## ADDENDUM "A"

### Salary

#### 1. 185 Day Salary Schedule

<u>Step</u>	<u>1989-90</u>
1	\$36,588.00
2	\$38,411.00
3	\$40,272.00
4	\$42,134.00
5	\$43,995.00
6	\$45,856.00

2. M.A. + 30 = \$700 additional at all levels.
3. Work beyond the 185 days is paid on a per diem basis.
4. Principals to be placed on the salary schedule shall have a master's degree and be approved as a Supervisor under the State of Michigan Rules and Regulations. A Principal who does not have the master's degree and who does not have temporary approval will be placed on the first step of the salary scale until such time as the above requirements are met. Upon meeting the requirement, those Principals will be placed on the proper step.
5. Principals shall be placed on the salary schedule based on prior years of administrative experience. Principals shall be notified in writing of their step and salary within ten (10) days of ratification of this contract, with copies to the Building Principals' President.
6. Receipt of the salary increment shall be automatic and effective at the beginning of each school year, provided the Principal worked one-hundred twenty (120) days during the previous school year. Appropriate salary levels and classifications shall be maintained for the term of this Agreement.
7. Credit for Advanced Professional Training
  - A. When a Principal completes course work in the summer that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for the full year if the application and validation for such higher rate is received no later than the first Wednesday after Labor Day of that year.
  - B. When a Principal completes course work during the fall semester that entitles him/her to a higher level of pay according to the salary schedule, he/she shall be paid at a higher rate for one-half (1/2) year if application and validation for such higher rate is received not later than December 15.

ADDENDUM "B"

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
School Calendar  
1986-87

SMI - SXI (230 Day Students)  
SMI - SXI (232 Day Staff)\*

TMI - (182 Day Students)  
TMI - (185 Day Staff)\*

4	July	Independence Day	Schools Closed
15	August	Summer Recess	Schools Closed At End of Day
2	September	Schools Reopen	Staff and Students Report
26	November	Thanksgiving Recess	Schools Closed At End of Day
1	December	Schools Reopen	Staff and Students Report
23	December	Winter Recess	Schools Closed At End of Day
5	January	Schools Reopen	Staff and Students Report
19	January	Black Heritage Day	Schools Closed
16	April	Spring Recess	Schools Closed At End of Day
27	April	Schools Reopen	Staff and Students Report
25	May	Memorial Day	Schools Closed
11	June	End of 10 Month School Year	

\*Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.

This calendar shall be reopened for negotiations upon the request of either party.

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
 School Calendar  
 1987-88

SMI - SXI (230 Day Students)  
 SMI - SXI (232 Day Staff)\*

TMI (182 Day Students)  
 TMI (185 Day Staff)\*

4	July	Independence Day	Schools Closed
20	August	Summer Recess	Schools Closed At End of Day
9	September	Schools Reopen	Staff and Students Report
25	November	Thanksgiving Recess	Schools Closed At End of Day
30	November	Schools Reopen	Staff and Students Report
23	December	Winter Recess	Schools Closed At End of Day
4	January	Schools Reopen	Staff and Students Report
18	January	Black Heritage Day	Schools Closed
31	March	Spring Recess	Schools Closed At End of Day
11	April	Schools Reopen	Staff and Students Report
30	May	Memorial Day	Schools Closed
15	June	End of 10 Month School Year	

\*Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.

This calendar shall be reopened for negotiations upon the request of either party.

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
 School Calendar  
 1988-89

SMI - SXI (230 Day Students)  
 SMI - SXI (232 Day Staff)\*

TMI (183 Day Students)  
 TMI (185 Day Staff)\*

4	July	Independence Day	Schools Closed
18	August	Summer Recess	Schools Closed At End of Day
6	September	Schools Reopen	Staff and Students Report
23	November	Thanksgiving Recess	Schools Closed At End of Day
28	November	Schools Reopen	Staff and Students Report
22	December	Winter Recess	Schools Closed At End of Day
2	January	Schools Reopen	Staff and Students Report
16	January	Black Heritage Day	Schools Closed
23	March	Spring Recess	Schools Closed At End of Day
3	April	Schools Reopen	Staff and Students Report
29	May	Memorial Day	Schools Closed
13	June	End of 10 Month School Year	

\*Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.

This calendar shall be reopened for negotiations upon the request of either party.

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
 School Calendar  
 1989-90

SMI - SXI (230 Day Students)  
 SMI - SXI (232 Day Staff)\*

TMI (183 Day Students)  
 TMI (185 Day Staff)\*

4	July	Independence Day	Schools Closed
22	August	Summer Recess	Schools Closed At End of Day
5	September	Schools Reopen	Staff and Students Report
22	November	Thanksgiving Recess	Schools Closed At End of Day
27	November	Schools Reopen	Staff and Students Report
20	December	Winter Recess	Schools Closed At End of Day
2	January	Schools Reopen	Staff and Students Report
15	January	Black Heritage Day	Schools Closed
12	April	Spring Recess	Schools Closed At End of Day
23	April	Schools Reopen	Staff and Students Report
28	May	Memorial Day	Schools Closed
14	June	End of 10 Month School Year	

\*Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.

This calendar shall be reopened for negotiations upon the request of either party.

ADDENDUM "C"

Definitions

1. The use of the masculine gender includes the feminine.
2. The use of the singular includes the plural.
3. The use of "days" shall mean work days unless specified otherwise.
4. The use of administrator always denotes "Principal".

