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Extended ^{6/30/94} 6/30/95

1991-19945

Woodhaven
School District

Professional  Agreement

Woodhaven
Administrators Association

Woodhaven School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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ARTICLE I
Recognition

Section 1—Recognition

The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all personnel employed by the Board in administrative positions, excluding:

Superintendent
Assistant Superintendents
Executive Directors
Business Manager
Director of Support Services
Accounting Office Manager
Executive Assistant

and all other employees covered by collective bargaining agreements.

Section 2—Definitions

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

1. Board shall mean the Board of Education of the Woodhaven School District or its designated agents.
2. Association shall mean the Woodhaven Administrators Association.
3. Administrator shall mean any member of the bargaining unit.
4. Superintendent shall mean the Superintendent of Schools of the Woodhaven School District or designated agents.

ARTICLE II
Management Rights

This Agreement is not intended to abrogate the statutory powers of the Board to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, excepting where expressly and in specific terms limited by provisions of this Agreement.

ARTICLE III
Association Membership

Section 1—Agency Shop

Within thirty (30) days after the commencement of employment or the commencement of the school year, whichever occurs later, each administrator, as a condition of employment, shall:

1. Tender the current membership dues to the Association;
or,
2. In the alternative, tender a representation fee to the Association in such an amount as the Association may prescribe, but in no event shall such amount exceed the current dues required of Association members.

After the conclusion of the prescribed time period, the Association shall, in writing, notify the Board of any administrator who failed to exercise one of the options set forth in the above paragraph. Such notification shall include a statement of the Association's good faith attempt to inform the administrator of the options available and of the administrator's refusal to exercise either of them.

After receiving the Association's notification, the Board shall notify such administrator, in writing, that his employment with the School District will be terminated at the conclusion of the current school year if such administrator does not exercise one of the options set forth in the beginning paragraph within thirty (30) days after receiving notification of dismissal from the Board.

Any administrator dismissed under the provisions of this section and who, at a later date, is rehired as an administrator shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the Association when such administrator left the District, provided that the Association notifies the Board, no later than thirty (30) days after such administrator's dismissal takes effect, of the total amount of unpaid dues or representation fees. Such notification shall include a statement of the Association's good faith attempt to collect the amount outstanding and of the administrator's previous refusal to pay.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions in this section.

Section 2—Dues Checkoff

The Board shall deduct Association dues or a representation fee from the paycheck of each administrator for whom the Association has on file a written authorization to do so provided that the Association notifies the Board of the name of each administrator who has authorized payroll deductions.

Such deductions shall continue until the administrator, in writing, revokes his authorization or his services with the District are terminated, whichever occurs first.

Such deductions shall be made monthly and in equal installments.

All deductions will be forwarded by the Board to the Association's financial office no later than seven (7) calendar days after such deductions are made, along with names and amounts of deductions.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Board in reliance upon the certified lists furnished to the Board by the Association for the purpose of complying with any of the provisions of this section.

ARTICLE IV ***Evaluation***

Section 1—Probation Status

All administrators shall serve a two (2) year period of probation. A portion of this probationary period may be waived by the Board upon recommendation of the Superintendent.

By March 1 of each probationary year, the Superintendent shall provide the administrator with a definite written statement as to the quality of his work and further stating the status of the administrator for the next year.

The Superintendent will provide the administrator with a definite written statement upon satisfactory completion of the probationary period at which time the administrator will be granted a three (3) year individual contract for the administrative position in which the probationary period was satisfactorily completed.

Section 2—Evaluation of Administrator

Upon receiving a contract, every administrator shall be evaluated by the Superintendent or designee at least once a year. The administrator shall be furnished, within five (5) work days, copies of evaluations prepared by his supervisor, the Superintendent

or designee. The evaluation instruments to be used are those presently contained within the manual of Board of Education policies. If an administrator feels the evaluation is incomplete or unjust and cannot resolve the difference during a personal interview, he shall, within ten (10) school days, submit his objections in writing and have them attached to his evaluation report.

When an administrator is determined to be performing at less than satisfactory level in the normal course of fulfilling his responsibilities, the Superintendent shall review with the administrator the definition of his job responsibilities, noting specifically and in writing the areas of poor performance, incorrect procedures, improper behavior, deficiencies, etc. In such reviews, the Superintendent shall identify, in writing within ten (10) work days, ways and/or methods of improving performance within a mutually agreeable specific timetable by which such change shall be effected.

If the administrator's annual evaluation produces a "satisfactory" rating upon the evaluation instrument, he shall be offered, prior to the commencement of the succeeding school year, an administrative individual contract of employment for an additional three (3) school fiscal year period.

Section 3—Termination of Administrative Employment

Any administrator recommended to the Board of Education by the Superintendent or designee for non-renewal of his administrative employment contract shall be provided written notice of intent setting forth the reasons therefore at least ninety (90) days prior to the termination date of his individual employment contract. The Superintendent shall provide such notice at the earliest date practicable, considering all relevant circumstances.

Upon written request received within five (5) days of the Superintendent's recommendation for non-renewal, the administrator shall be provided, at his option, either

1. a meeting with the Superintendent, or

2. a meeting with the Board relative to the Superintendent's recommendation which must occur not later than the date the Board takes action upon said recommendation.

In lieu of a personal appearance, the administrator may set forth his position, in writing, and file same with the Board within the aforementioned five (5) day period.

If the Board thereafter determines that an administrator's employment contract is not to be renewed for the following fiscal year, the administrator shall be provided written notice of such non-renewal setting forth the reasons therefore at least sixty (60) days prior to the termination date of said employment contract as required per Section 132 of the School Code of 1976 as amended per Act No. 183 of the Public Acts of 1979 and thereafter. Such action of the Board shall not be construed to constitute discipline, demotion, or discharge and is specifically excluded from the grievance procedure.

Any discipline, demotion, or discharge of an administrator that is to take effect during the effective dates of his employment contract must be supported by just and reasonable cause.

ARTICLE V

Administrator's Rights

Section 1—Personnel File

It shall be the right of any administrator to examine and/or copy the contents of his official personnel file upon request. Before any materials of a disciplinary or evaluative nature may be placed in the administrator's file, he shall be given the opportunity to read, attach an answer in writing, and sign such material.

Section 2—Staff Selection and Assignment

The Board agrees that each administrator will have the opportunity to interview and make a recommendation concerning all personnel, certified or non-instructional, that are being considered for assignment to his building or department.

Subject to the final approval of the Superintendent, each building principal or director shall have a right to make a determination regarding each certified staff member's assignment within his building. Such assignment shall be made in accordance with any other collective bargaining agreements which the Board has entered into and which speak on the subjects of assignments, work schedules, transfers, etc.

Section 3—Reduction in Staff

The Woodhaven Administrators Association recognizes the exclusive right of the Board to determine monetary and/or operational savings to be achieved by reductions in personnel and/or operations and the exclusive right to determine the area in which reduction will be made.

In the event of reduction of administrative personnel, the administrator so affected will be reassigned to a classroom position for which he is certified and qualified, consistent with the then effective collective bargaining agreement between the Board and the Woodhaven Education Association. All public school experience previously acquired while a "teacher" within the meaning of Article I, Section 1, of the Teachers' Tenure Act, whether within or outside the Woodhaven School District, shall apply to years on the teacher's salary schedule.

It is the intent of the Board to give at least ninety (90) days notice of administrative reductions prior to the expiration of the current school year.

Reductions of personnel shall be by District seniority, certification, and qualifications. The term "qualifications" as

used herein refers to those criteria contained within each bargaining unit job description.

Recall of administrators displaced due to reduction will be in reverse order of reduction of administrative staff, assuming certification and qualifications are met.

An administrator previously displaced due to reduction of staff shall be given first opportunity over a new hire for reinstatement to the same position or to any administrative or supervisory vacancy for which the Board determines he is certified and qualified.

Any misapplication of the above Board's rights which affects a layoff or termination of any member of the Association that might be construed as arbitrary by the Association will be subject to the grievance procedure.

ARTICLE VI ***Grievance Procedure***

A grievance shall be defined as a complaint by any member of the bargaining unit or Association based on an event or condition which is a violation or misapplication of this Agreement. Nothing contained herein shall be construed to prevent any individual administrator from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract. It is expressly understood that nonrenewal of an administrator's individual contract of employment is not subject to the grievance procedure.

Procedures to be followed by the administrator who files a grievance:

Step I

An informal discussion shall first be held with the immediate supervisor, or in cases of principals, directly with the Superintendent or designee within five (5) work days of the occurrence or knowledge thereof. Woodhaven Administrators Association official may represent the aggrieved if so desired.

Step II

Should the grievance not be resolved informally within five (5) work days of the conference, a written grievance may be referred to the Superintendent stating:

1. Nature of the grievance
2. Articles violated
3. Action requested
4. Written signature of the party submitting grievance
(Woodhaven Administrators Association official may submit the written grievance on behalf of the grievant, or in the case of a group grievance, on behalf of the Association.)

The Superintendent or designee shall have five (5) work days after receipt of the written grievance to schedule a conference to attempt to resolve the complaint, and five (5) days thereafter to submit his answer and the reasons therefore, in writing, to the grievant.

Step III

If the grievance is not settled at the Superintendent's level, the matter may be referred, in writing, to the Board of Education either by the aggrieved or by the Woodhaven Administrators Association within five (5) work days from the Superintendent's answer. The Board shall review and make a decision within twenty (20) work days.

Both parties may appear before the Board relative to a pending grievance at Step III if an appearance is requested within the written

referral to the Board, in which case the Board shall render its decision within twenty (20) work days of the party's appearance. The Board's decision concerning the matter will be final unless the issue is eligible to be processed at the arbitration level.

Step IV—Arbitration

Arbitration shall be available for all grievances that have been properly processed through Steps I, II, and III except for nonrenewal of an administrator's individual contract and the evaluation of an administrator. As discussed in Article IV, Section 3, nonrenewal of an administrator's employment contract is not subject to the grievance procedure, including arbitration.

If the Association is not satisfied with the disposition of such grievance at Step III, the grievance may be submitted to arbitration before an impartial arbitrator. The Association may request, in writing, arbitration of the grievance within ten (10) days of Step III disposition. If the parties cannot agree as to the arbitrator, he shall be selected pursuant to the rules and regulations of the American Arbitration Association.

Powers of the Arbitrator

It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision only in cases alleging termination without just cause during the term of an administrator's individual contract of employment.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to rule on any of the following:
 - a) The termination of services of, or failure to re-employ any probationary employee.
 - b) The placing of a probationary employee on additional probation.

- c) Any complaint for which there is another remedial procedure or form established by law or regulation having the force of law.
- 3. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgement for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he shall not imply obligations and conditions binding upon the Board from this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- 4. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 6. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding upon the Association, its members, the employee or employees involved, and the Board.
- 7. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

8. *Claims for back pay*—all grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred.
 - a) All claims for back wages shall be limited to the amount wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
 - b) No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.
9. The arbitrator cannot grant relief extending beyond the termination date of the contract.
10. It is understood that the grievance and arbitration clause shall not be applicable to the grievance procedure when arising in the period between the termination of the present contract and the effective date of its successor.
11. The arbitrator may not make an award which in effect grants the Association that which it was unable to secure during collective negotiations.

ARTICLE VII

Staff Methods and Procedures

Section 1—Vacancies

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

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

When filling vacancies from promotion or transfers within the bargaining unit, the Board shall advertise in the following manner:

1. A bulletin announcing the permanent vacancy, including job title and a brief description of the duties and functions, shall be circulated to all administrators.
2. Any administrator believing himself to be qualified shall file a written notice of such interest in the position within seven (7) calendar days.
3. Interviews will be provided the interested administrator. The administrator may be required to submit necessary materials and/or documents in pursuit of the position.
4. Notice that the search for a highly qualified person to fill the position is not restricted to the District.

In the selection procedure for all permanent vacancies, all factors shall be considered and judged in the weighing of the needs of the individual, the School District, the students, and the Board.

Section 2—Promotion

A promotion is a change in a bargaining unit position which is in a higher compensation level because of duties, functions, and responsibilities of a more substantial nature and degree. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular activities.

Section 3—Transfers

A transfer is defined as a change in assignment bearing the same title and at the same organizational level; that is, elementary principal to elementary principal in a different building. A change to a different organizational level, requiring different background or skills, such as middle school principal to senior high school principal, is not considered a transfer.

An administrator who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside the unit are considered for that position.

It is understood that an administrator may not request a transfer during a probationary period except when approval is obtained from the Superintendent.

Requests for transfers must be in writing, giving the reason for the request, the position requested, and the administrator's qualifications. Such requests are to be submitted to the Superintendent and renewed annually if they are to remain active.

Any change in assignment shall not result in a reduction in pay or benefits unless the second position has a maximum salary lower than the salary the administrator was receiving.

Section 4—Involuntary Transfer

An administrator may be assigned to an administrative position in any building, location, or department.

Section 5—Temporary Appointment

A temporary appointment may be made to fill an administrative position by the Superintendent. In the event a Woodhaven Administrators Association administrator is the temporary replacement, his service in the temporary position, if exceeding ninety (90) calendar days within the school year, shall thereafter be compensated at the rate applicable to the occupied position or the appointee's prior rate, whichever may be greater.

ARTICLE VIII
General Provisions

Section 1—Association Use of School Buildings

The Association may use a school building's facilities for its proper business activities subject to the building use policy.

Section 2—Lunch Period

Administrators shall be allowed a duty-free lunch period. Such lunch period will not be scheduled, but will be taken as determined by the administrator involved.

Section 3—Assignment of Duties

Job descriptions within the bargaining unit shall be established for each administrative position as determined by the Association and the Superintendent or designee. Job descriptions shall be mutually agreed to and reviewed upon request.

Section 4—Tenure

As set forth in the Michigan Teachers' Tenure Act, Article III, Act No. 4 P.A. 1937, as amended, tenure is not granted for administrative positions. Said administrator shall have tenure only as a classroom teacher provided the requirements of certification are fulfilled. Tenure status previously acquired while employed in the Woodhaven School District, by Board action or operation of law, shall not be affected by this section.

Section 5—Board Meetings

It shall be agreed that administrators will not be required to attend meetings of the Board of Education. It is further understood that if an administrator's presence is desired at a meeting of the Board of Education then the affected administrator will attend upon request of the Superintendent or designee.

Section 6—Distribution of Agreement

The Board shall be responsible for the typing, printing, and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit.

Section 7—Special Conferences

The Superintendent and the Association President, upon request of either party, shall meet to discuss matters relating to this Agreement or any other collective bargaining subject.

Section 8—Creation of New Positions

All new administrative or supervisory positions below the level of executive director shall be subject to the bargaining process if they are degreed and certified.

Section 9—Organizational Leave Days

Five (5) days per year shall be available to the Association for use to attend conferences related to Association affairs. These days may be used by only two (2) Association members at any one point in time. It is further understood that all such leave days shall have the prior approval of the Association, which shall notify the Superintendent at least seven (7) days prior to the days such leave time is to be taken. No accumulation of organizational leave days is permitted.

Section 10—Personal Life

The personal and private life of an administrator is not within the appropriate concern of the Board unless the conduct of the administrator adversely impacts upon his ability to fully and faithfully perform the duties and meet the requirements of his professional position.

ARTICLE IX

Leaves

Compensatory Leaves of Absence

Section 1—Sick Leave of Absence

Administrators will have unlimited sick days until the MEBS long term disability goes into effect.

Section 2—Business Days

Each administrator shall be credited with three (3) days per work year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than scheduled work time. Such leave days shall be in addition to sick leave days and shall not be accumulated. The administrator must notify the Superintendent's office at least two (2) days before the requested leave except in cases of emergency.

It is expressly understood that business days shall not be used for personal pleasure or Association business. The administrator may be asked by the Superintendent to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. He may apply to the Superintendent for two (2) additional business days each year.

Section 3—Funeral Leave of Absence

Due to a death in an administrator's or spouse's immediate family, the administrator shall be granted up to five (5) days with pay, not chargeable to any leave otherwise granted, at any one time.

The term "immediate family" as used in this section shall mean employee, spouse, and their parents, grandparents, children and spouses, brothers or sisters and spouses. Upon application and approval of the Superintendent, one (1) day may be granted for

nieces, nephews, uncles, and aunts. No accumulation of funeral leave is permitted.

Section 4—Jury and Court Leave of Absence

Each full-time administrator shall be excused from his regular assigned duties for jury duty or the attendance at any court pursuant to a job-related subpoena. He shall be paid his regular salary, then will reimburse the School District in the exact amount of his jury duty compensation, if any, minus any mileage allotment.

Section 5—Selective Service Physical Examination

Administrators called for a selective service physical examination shall be excused without loss of pay.

Section 6—Absence Notification

It is understood that when an administrator is going to be absent under any of these provisions, he shall notify the switchboard at the Administration Building as far in advance as possible. Any other absence from assigned duties of an administrator must have prior approval from the Superintendent or designee.

Non-Compensatory Leaves of Absence

Section 7—Child Care Leave of Absence

A child care leave of absence without pay shall be granted to an administrator for a period of up to one (1) year. This leave may be extended for an additional year upon written application and approval of the Board. It is further provided that:

1. During said leave, the administrator shall maintain teacher tenure status, insurance on a self-pay basis if approved by the insurance carrier, accumulated allowable leave days, and all other rights provided in this Agreement.

2. Administrators, upon return, will be reinstated to their administrative position if possible, or a position of like nature provided the employee is physically able to return to work.
3. In the event an administrator desires to return to work prior to the termination date of the leave, sixty (60) days notice of intent to return shall be given to the Superintendent.
4. The administrator, upon return, may be required to provide a physician's statement of the ability to perform all necessary duties and functions of the administrative assignment.

Section 8—General Leave of Absence

Any administrator may be granted a leave of absence subject to Board approval of up to one (1) year for any worthwhile purpose. Such a leave may also be extended for a second year if the Board so chooses. At the end of the leave, the administrator shall be appointed to his old position or a like position for which he is certified and qualified.

ARTICLE X ***Emoluments***

Section 1—Transportation Reimbursement

The Board shall pay each of its administrators twenty-five cents (25¢) per mile for travel involved in the discharge of their official duties during regularly scheduled assignments which requires use of an administrator's personal automobile. Each administrator shall be paid upon submission of a properly detailed voucher to the Superintendent for approval. At no time will the reimbursement be less than general central office administration.

Section 2—Protection of Administrators

Administrators shall report to the Superintendent's office in writing within twenty-four (24) hours of the occurrence, if possible, all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

If an administrator, during his assigned duties, is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the administrator in his defense at the discretion of a review committee composed of two (2) representatives of the Association and two (2) representatives of the Board of Education. The Superintendent will chair all review committee hearings and will only have the power to cast a vote in the case of a deadlock on the part of the four (4) committee members.

Time lost by an administrator in connection with an incident mentioned in this article shall not be charged against any leaves as provided in this Agreement.

An administrator shall be reimbursed for any loss or damage to car and clothing located on school premises during his assigned duties.

Section 3—Liability Coverage

Woodhaven Administrators Association administrators shall be covered under the District's comprehensive general liability policy or other appropriate policies up to \$1,000,000 in coverage for each occurrence.

Section 4—Tax Sheltered Annuities

The Board agrees to make available the investment by administrators in the tax sheltered annuities program utilizing the companies which presently have contracts with District employees. New administrators who hold contracts with companies other than the District's present carriers may retain such carriers. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. However, any administrator may, at any one time

between enrollment periods, decrease his deduction by notifying the Business Office at least two (2) weeks prior to the date the change is to take effect. Deductions will commence on the first pay in October and March and will continue to be made the first and second pays of each month thereafter. Payroll deductions shall continue until written notice is submitted to the Business Office indicating a termination date of such deduction.

Section 5—Health Insurance

The present hospital-surgical-medical insurance program, Blue Cross Blue Shield Four Point Plus, or equivalent, will be provided for the duration of this Agreement for all bargaining unit members who enroll. Included with the basic health insurance listed are:

1. Full family coverage, if applicable
2. Long term disability
3. \$100 per day hospital confinement, full family, if applicable
4. \$5,000 life insurance with MEBS
5. \$50,000 life insurance
6. \$25,000 additional life insurance
7. \$2,000 life insurance on each eligible dependent

Section 6—Dental Insurance

Delta Dental Auto Plus, or the equivalent, will continue in effect for the duration of this Agreement for all bargaining unit members who enroll.

Section 7—Workers' Compensation

Administrators incurring service connected illness or injury will be provided workers' compensation benefits in accordance with the Workers' Compensation Act of Michigan, Act No. 10, P.A. of 1912, as amended.

Disabled administrators eligible for benefits will be paid one hundred percent (100%) of the full amount of their regular salary or

wages for a period not to exceed one (1) year, provided, however, that compensation checks when received by the employee from the compensation carrier be endorsed and submitted to the School District as partial reimbursement for this benefit.

Section 8—Retirement

The Board agrees to pay full state retirement benefits to the Michigan Public School Employees Retirement System as set forth by state law.

The Board also agrees that it will offer the administrators a retirement incentive of \$3,000 per administrator for up to a total of four (4) administrators with a maximum pool of \$12,000 to be set aside for this purpose. Retirement shall be defined as any administrator who applies for and is approved to receive retirement pension payments from the Michigan Public School Employees Retirement System.

Section 9—Vision Insurance

VSP 3 full family or equivalent.

Section 10—Professional Dues

The Board agrees to reimburse each administrator a maximum of three hundred fifty dollars (\$350) per fiscal year for regular dues paid by the administrator to those professional organizations approved by the Board, but not paid to named union in this Contract.

ARTICLE XI

Salary and Work Year

Section 1—Salary

The Woodhaven Administrators Association will receive a salary base increase of five percent (5%) for the contract year 1991-

1992, an increase of five percent (5%) for the contract year 1992-1993, and an increase of five percent (5%) for the contract year 1993-1994 as follows:

1991-92 Salary base - \$28,935

1992-93 Salary base - \$30,382

1993-94 Salary base - \$31,901

Further, if any bargaining group negotiates for and receives any salary increase of more than five percent (5%) in any one contract year, then the percentage the administrators receive will increase to that percentage.

Section 2—Administrative Responsibility Factor

The administrative responsibility factor is as follows:

<u>Position</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
High School Principal	80% of base	85% of base	90% of base
Middle School Principal	70% of base	75% of base	80% of base
Elementary Principal	65% of base	70% of base	75% of base
Coordinator/Director	65% of base	70% of base	75% of base
Assistant Principal	60% of base	65% of base	70% of base
Special Ed Supervisor	60% of base	65% of base	70% of base

Section 3—Administrative Experience Factor

A percentage of the base salary shall be added to administrative salaries based upon experience as follows:

<u>Years of Experience in Administrative Position</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5+</u>
Principals	0%	0%	0%	5%	10%	15%
Assist. Principals/Directors	0%	0%	0%	5%	10%	15%

An administrator must receive a "2" or better rating on his evaluation to receive the experience factor for the year.

Section 4—Load Factor

The student load for principals and assistant principals shall be .7% of the base salary for each one hundred (100) students over five hundred (500).

Section 5—Evaluation Factor

Based upon a scale of 4 (strong) to 0 (weak) composite of an administrator's evaluation, he shall receive a salary adjustment of three percent (3%) times the rating times the base salary for the year following the evaluation. A maximum of twelve percent (12%) per year will be given during any single contract year.

Section 6—Personal Objective Factor

Each administrator shall establish three (3) personal job related objectives for each year mutually agreed upon by the administrator and the Superintendent. The successful attainment of each objective will result in an adjustment of one percent (1%) per objective of the base salary for the following year. A maximum of three percent (3%) per year will be given during any single contract year.

Section 7—Professional Preparation

The following annual payment will be made to each administrator based upon professional preparation:

Doctorate	\$1,700
Educational Specialist	\$1,200
MA+30	\$ 500

Section 8—Work Year

All administrators will be twelve (12) month employees.

The high school principal shall work two hundred seventeen (217) days per fiscal year, excluding holidays and scheduled vacation.

The middle school principal, elementary principal, assistant principal, and all other administrators within the bargaining unit

shall work two hundred seven (207) days per fiscal year, excluding holidays and scheduled vacation.

Section 9—Vacation

Vacation days shall be equal to the number of days in the fiscal year, excluding work days and holidays. Vacation days are subject to the approval of the Superintendent.

Section 10—Paid Holidays

Each administrator will receive the following twelve (12) paid holidays:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Friday following Thanksgiving	Easter Monday
Christmas Eve	Easter Tuesday
Christmas Day	Memorial Day

ARTICLE XII

Miscellaneous Provisions

Section 1—Validity of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though

such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except by mutual consent.

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.

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement.

Section 2—Negotiations

At least one hundred twenty (120) days prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of administrators employed by the Board. Upon the showing of good cause and by mutual consent, negotiations may be convened by the negotiating teams for the Board and the Association prior to the established time limit.

Section 3—No Strike Clause

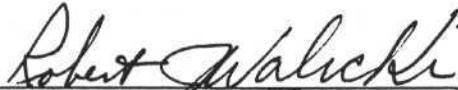
The Association agrees that its membership will comply with the provisions of this Agreement so that a harmonious and cooperative relationship shall prevail; that it will not sanction, approve, or permit its members to cause nor will any member of the bargaining unit take part in any strike, work stoppage, "blue flu", or any curtailment of duties as specified on the job description.

ARTICLE XIII
Duration of Agreement

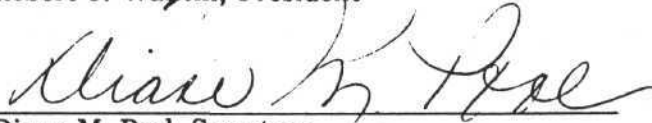
THIS AGREEMENT will be in effect from July 1, 1991, and remain in full force and effect until midnight, June 30, 1994, at which time it will terminate. This Agreement or any of its written terms shall not extend beyond the specified date, except by written consent of each of these parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by their duly authorized representatives.

**WOODHAVEN SCHOOL DISTRICT
BOARD OF EDUCATION**



Robert J. Walicki, President

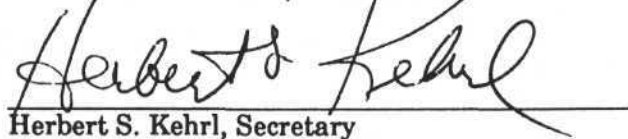


Diane M. Pool, Secretary

WOODHAVEN ADMINISTRATORS ASSOCIATION



Kenneth R. Kosowski, President



Herbert S. Kehrl, Secretary

Date: July 1, 1991

MEMORANDUM OF UNDERSTANDING

In consideration of reaching agreement upon the terms of this collective bargaining Agreement and as further expression of both parties' desire to avoid discord upon the meaning and application of its terms, both parties acknowledge the following:

It is understood that it is the intent of the Board of Education to continue the past practices established in the implementation of Article V, Section 3, as it relates to a reduction in administrative staff.

Should there be a reduction, affected administrator would be placed in a classroom position for which the administrator is certified and qualified. All public school experience previously acquired while a "teacher" within the meaning of Article I, Section 1 of the Teachers' Tenure Act, whether within or outside the Woodhaven School District, shall apply to years on the teachers' salary schedule.

APPENDIX A
Woodhaven School District
Administrator's Individual Contract of Employment

THIS AGREEMENT, entered into this ____ day of _____, between the Woodhaven School District, through its Board of Education, hereinafter referred to as the "School District" and _____, hereinafter referred to as the "administrator".

The School District hereby agrees to engage the administrator for the school fiscal year(s) _____, commencing _____, and terminating June 30, 19____, being renewable, however, from single fiscal year to single fiscal year thereafter unless written notification of non-renewal is provided per the provisions of Act No. 183 of the Public Acts of 1979.

The administrator further acknowledges that this employment contract is terminable at the conclusion of any school fiscal year for economic reasons, i.e., necessary reduction in personnel deemed sufficient by the School District upon notice to the administrator. The administrator further acknowledges that this employment contract is terminable at any time for just and reasonable cause.

The employment of the administrator is subject to the following provisions:

1. *Qualifications*—The administrator presents to the Board that he/she possesses and fulfills the qualifications contained within the applicable job description.
2. *Certification*—The administrator shall obtain and maintain a valid Michigan teaching certificate. The responsibility of obtaining, retaining, or maintaining the necessary Michigan teaching certificate rests exclusively with the administrator.
3. *Collective Bargaining Agreement*—This Contract is subject to and in conjunction with the terms and

provisions of any interim operating regulations adopted by the School District, or any collective bargaining agreement between the School District and the Woodhaven Administrators Association (W.A.A.) whichever is then effective.

4. *Employment and Duties*—The administrator agrees to perform the duties prescribed for the aforesaid position in accordance with all laws applicable thereto, fulfill the policies and rules of the Board and/or Superintendent pertinent thereto, and carry out the educational programs and policies of the School District and/or the Superintendent.
5. *Professional Conduct*—The administrator agrees to perform this Contract and the employment duties and functions required of all employees of the School District in a manner that encourages quality in the educational process and fulfills the standard of professional conduct, as per the terms and provisions of the collective bargaining agreement in effect between the School District and the Woodhaven Administrators Association
6. *Probationary Period*—It is hereby understood and agreed that all administrators shall serve a probationary period of two (2) years for each administrative position to which he/she is assigned. Said administrator shall be evaluated annually and a satisfactory evaluation is necessary for continuation of this Contract.
7. *Tenure Exclusion*—As permitted in the Michigan Teachers' Tenure Act, Article III, Act. No. 4, P.A. 1937, as amended, the administrator shall not be deemed to be granted continuing tenure in the administrative capacity for which this Contract is intended or by virtue of this Contract of employment.

For his/her annual services, the administrator shall be paid by the Board an annual salary during each year of this Contract. Compensation shall be as per interim operating regulations or the

collective bargaining agreement in effect between this School District and the Woodhaven Administrators Association, whichever shall be then effective.

The administrator shall be employed in the position of _____ . The School District retains the right to reassign the administrator to another position at any point during the term of this Contract, as per the terms and provisions of the collective bargaining agreement in effect between the School District and the Woodhaven Administrators Association.

This Contract is subject to all applicable federal and state statutes, rules, and regulations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.

**WOODHAVEN SCHOOL DISTRICT
BOARD OF EDUCATION**

ADMINISTRATOR

APPENDIX B

Seniority List

Last	First	Days	Sen Date
Falkey	Sharon	5,005	9/2/64
Wilson	Sandra	4,633	6/15/66
Knezovich	Milan		9/5/66
Buchanan	Ruthann	4,261	7/1/68
Cunningham	Donald	4,261	9/1/68
Gross	Charles	4,261	9/1/68
Ticknor	Frank	4,261	9/1/68
Gratz	Karl	4,261	9/5/68
Parker	Cheri	4,182	1/1/69
Almose	Christine	4,114	4/21/69
Kosowski	Kenneth		4/21/69
Hyden	Loreleen	4,079	9/5/67
Lizyness	Joyce	4,075	5/15/69
Finegan	Philip		8/11/69
McMahon	Trudie	4,075	9/1/69
Westerdale	Carol	4,075	9/1/69
LeBlanc	Pamela	4,014	12/1/69
Pyle	Kathleen	3,997	1/5/70
Roy	Evelyn	3,997	1/5/70
Sergent	Evelyn	3,891	9/2/69
Solecki	Kaz	3,889	9/8/70
Weeda	Vito	3,889	9/8/70
Mittlestat	Gail	3,876	1/4/71
Garr	Joan	3,832	11/30/70
Piippo	Sue	3,796	2/1/71
Ash	Linda	3,703	5/23/69
Janiga	John	3,703	8/31/71
Cislo	Patricia	3,703	9/7/71
Kloss	Robert	3,703	9/7/71
Kurtzhals	Yvonne	3,703	9/7/71
Szczechowski	Tillie	3,703	9/7/71
Manikas	Carol	3,698	9/7/71
Risher	Eleanor	3,660	11/5/71
DiBiase	Janet	3,646	11/29/71
Palazzolo	Dominic		12/6/71
Domagalski	Paul	3,555	4/15/72
Fraser	Marilyn	3,523	9/1/69
Guminski	Sally	3,521	9/8/70
Reed	Kathleen	3,517	4/15/72

Kenosian	Mark	3,517	4/28/72
Morrison	Paul	3,517	7/10/72
Pretty	Susan	3,517	7/10/72
Loniecki	Mary	3,517	7/10/72
Hyden	Robert	3,517	7/10/72
Kellogg	Robert	3,517	7/10/72
Reck	Max	3,517	7/10/72
DiGuiseppe	James	3,517	7/10/72
Poulson	Darlene	3,517	7/10/72
Krupski	Diane	3,517	7/10/72
Solak	Robert	3,517	7/10/72
Elsey	Paul		7/10/72
Meadows	Bill		7/10/72
Burns	Mary Jane	3,517	7/17/72
DeFrain	Gloria	3,517	7/17/72
Rys	Bernardine	3,517	7/21/72
Paling	James	3,517	8/7/72
DiGuiseppe	Janet	3,517	9/5/72
McKee	Alex	3,517	9/5/72
Pizzuti	Judith	3,512	4/15/72
Bassett	Roy		9/5/72
Parsons	Wayne	3,476	11/1/72
Patterson	Dennis	3,459	11/28/72
Freshwater	Betty	3,333	7/10/72
Anspach	Ray	3,333	8/1/73
Sincock	Mary Ann	3,333	8/1/73
Fraser	Barry	3,333	8/1/73
LeFort	Patricia	3,333	8/1/73
Virgis	Sally	3,333	8/1/73
Bohl	Carol	3,333	8/1/73
Nankervis	Carol	3,332	8/1/73
Smith	Barbara	3,327	9/10/73
Strazzulla	Nancy	3,326	8/1/73
Wanat	Edward	3,324	9/12/73
Kliza	Sandra	3,324	9/13/73
Hunter	Jacquelyn	3,316	9/25/73
Bernaiche	Andre	3,285	11/7/73
Chubner	Stanley	3,285	11/7/73
Gaynier	Larry	3,285	11/7/73
Vergari	Shelia	3,251	1/7/74
Klim	Nancy	3,173	9/24/73
Ash	Charles	3,155	9/5/69
Guminski	Thomas	3,145	6/19/74
Weipert	Mary	3,145	6/19/74

Honer	George	3,145	6/19/74
Stevens	Alan	3,145	6/19/74
Poulson	Nick	3,145	6/19/74
Gundick	Mark	3,145	6/19/74
Goodell	Peter	3,145	6/19/74
Beebe	Mary	3,145	6/19/74
Miklaski	Frank	3,145	6/19/74
Caudill	Phillip	3,145	6/19/74
Smith	Craig	3,145	6/19/74
Frost	Audrey	3,145	6/19/74
Rubel	Mary	3,145	6/19/74
Gleiss	Joyce	3,145	6/19/74
Ripple	John	3,145	8/7/74
Zaremba	Matthew	3,145	8/7/74
Daniels	Bonnie	3,145	8/7/74
Szymanski	Karen	3,145	8/7/74
Schmidt	Richard	3,145	9/4/74
Simon	Jane	3,133	9/24/73
Bialczyk	Halyna	3,042	4/15/72
Reardon	Mary Ann	2,961	8/7/74
Dombe	Phyllis	2,959	9/2/75
Mann	Dustin	2,959	9/2/75
Perugi	Kenneth	2,959	9/2/75
Kotulski	Charles	2,950	9/15/75
Myers	Mary	2,950	9/15/75
Dupras	Dennis	2,950	9/15/75
Quigley	Janice	2,950	9/15/75
Hill	Thomas	2,950	9/15/75
Pilon	Joseph	2,950	9/15/75
Gaynor	Raymond	2,950	9/15/75
Mayette	Mary	2,950	9/15/75
Morgan	James L.	2,950	9/15/75
Pengelly	Michael	2,950	9/15/75
Sheroski	Russell	2,948	9/17/75
Scott	John	2,948	9/17/75
Poulson	Diane	2,945	9/22/75
Reicks	Patricia	2,945	9/22/75
Niehaus	Frank	2,940	9/29/75
Shilakes	Eric	2,940	9/29/75
Kramer	Mel	2,937	9/15/75
Baker	Ronald	2,882	12/22/75
Tillman	Beverly	2,882	12/22/75
Mitchell	Donald		4/26/76
Florek	Barbara	2,880	7/10/72

Damian	Aida	2,777	8/7/74
Chlebek	Mary	2,773	8/9/76
Husband	Terence	2,773	8/9/76
Kallas	Cindy	2,773	8/9/76
Gulyas	Ronald		9/1/76
Coleman	Tim	2,773	9/7/76
Sipos	Theresa	2,773	9/7/76
Skillman	Jack	2,773	9/7/76
Boucher	Michael	2,762	9/22/76
Scramstad	Denise	2,759	9/27/76
Ruth	Raymond	2,759	10/25/76
Pfalzer	Jacquelyn		11/1/76
Massman	Sally	2,744	11/8/76
McEachran	Colleen	2,735	9/2/75
White	Sandra	2,734	11/22/76
Hannah	Beverly	2,719	10/18/76
Humble	John	2,719	12/20/76
Krogel	Michael	2,708	1/10/77
Campbell	Laurie	2,698	1/24/77
Szalka	Pamela	2,698	1/24/77
Prescott	Mike	2,688	2/7/77
Buttson	James	2,587	8/8/77
Lassig	Paul	2,587	8/8/77
Kehrl	Herbert		8/8/77
Szpaichler	Bonnie	2,587	8/29/77
Morgan	James M.	2,587	8/29/77
Bigham	James	2,587	8/29/77
Kalisz	James	2,587	8/29/77
Georges	Cheryl	2,587	8/29/77
Akers	Suzanne	2,587	8/29/77
Wireman	Patricia	2,587	8/29/77
Pandza	Lillian	2,587	9/6/77
Schmidt	Patricia	2,582	9/15/75
Amaimo	Susan	2,576	9/19/77
Landrith	Margaret		9/19/77
Bachelor	John	2,563	10/10/77
Violi	Joseph	2,560	11/8/76
Humble	Janet	2,507	1/9/78
Burke	Bruce	2,487	2/6/78
McCain	Rosemary	2,483	1/3/78
Nicholls	Mary	2,445	5/9/77
Brockschmidt	Mary	2,401	6/19/78
Honey	Sharon	2,401	8/7/78
Budziak	Judith	2,401	9/5/78

McGraw	Patricia	2,401	9/5/78
Kubas	Kimberly	2,401	9/5/78
Nance	Peggy	2,401	9/8/78
Calhoun	Nancy	2,385	9/27/78
Kneisley	Margaret	2,374	10/12/78
Walko	Judy	2,362	10/30/78
Chapman	Mary Ann	2,354	11/14/77
Whitsitt	Claudia	2,247	1/15/79
Bawol	Paul	2,215	9/4/79
Coutilish	Janice	2,215	9/4/79
McKee	Barbara	2,215	9/4/79
Wieckowski	Deborah	2,215	9/4/79
Bernardo	Richard	2,199	9/26/79
McElroy	Yolanda	2,189	10/10/79
Zachary	Marcia	2,166	11/12/79
Nowicki	Cheryl	2,140	12/17/79
Hubbard	Sharon	2,058	5/20/80
Bennett	Sandra	2,043	8/1/73
Thiel	Caresse	2,041	8/7/74
Becker	Joanne	2,023	9/10/80
McIntosh	Katherine	2,012	9/25/80
Harrill	Thomas	1,990	10/27/80
Herron	Michael	1,928	8/8/77
Hines	Sylvia	1,843	8/17/81
Brinson	Linda	1,767	2/6/74
Schmidt	Patricia	1,718	3/15/82
Ellis	Janet	1,627	10/20/80
Roupas	Angela	1,557	2/2/79
Little	Jeannine	1,548	9/7/82
Faulkner	Karen	1,541.5	3/29/82
Savage	Midge		8/21/84
Palazzolo	Denise	1,288	8/23/84
Gambino	Carol	1,288	8/24/84
Latchaw	Josephine	1,277	9/19/84
Baharis	Angela	1,269	10/1/84
Templin	Anne Marie	1,269	10/1/84
Kowalski	Joan	1,269	10/1/84
Schell	Lorie	1,268	10/2/84
Jackson	Emily	1,258	10/8/84
Lawrence	Sandra	1,252	10/24/84
Edgerly	Jack	1,251	10/25/84
White	Kay	1,249	9/20/84
Bovee	Norval		1/7/85
Mills	Brenda	1,162	3/18/85

Skawski	Elaine	1,104	7/30/85
Thompson	William		8/5/85
Kubas	Dennis	1,042	12/2/85
Strutt	Lindsay	965	8/29/84
Reilly	Kay		2/17/86
Dennisuk	Michael	920	7/7/86
Ellis	Stephen	920	7/21/86
Marks	Douglas	920	7/21/86
Pizzuti	Robert		8/14/86
Honey	Eugene	920	8/25/86
Morgan	Sandra Jill	920	8/27/86
Stevens	Mary	920	8/27/86
Sells	Laura	920	8/29/86
Salgat	Mark	920	9/2/86
Lutze	Linda	919	9/2/86
Bogataj	Donna	916	9/8/86
Harper	Suzanne	914	9/10/86
Ellison	Carol	901	9/28/86
Liston	Emmy	830	2/21/84
Morse	Debora	828	1/22/87
Dalto	Catherine	736	6/19/87
McGee	Carol	736	8/31/87
Gajor	Kaye	721	9/29/87
Read	Louise	719	2/29/84
Munson	Louise	717	10/5/87
Balavitch	Diane	717	10/5/87
Muylaert	Cherilyn	717	10/5/87
Andrusiak	Gary	682	11/23/87
Webster	John	644	2/1/88
Washchuk	Eugene		3/7/88
Woolhiser	Susan	552	6/10/88
Burnett	Linda	552	9/6/88
McKernan	Maureen	548	9/12/88
McCarthy	Angela	544	9/19/88
Polander	Jill	544	9/19/88
Pengelly	Susan	544	9/19/88
Huddy	Gail	544	9/19/88
Thrush	Lorraine	534	9/30/83
McMillan	Robert	519	10/24/88
Mamuschia	Luree	504	11/14/88
Lessner	Mary	504	11/14/88
Thompson	Brenda	496	11/28/88
Muklewicz	Karen	442	2/27/89
Makielski	Michael	368	7/10/89

Hoeft	Michael	368	8/7/89
Krusac	Patricia	368	8/17/89
Proctor	Barbara	368	9/5/89
Burkart	Margaret	368	9/5/89
Laurain	Jane	367.5	9/5/89
Madry	Cynthia	364	9/11/89
Zarbaugh	Catherine	354	9/25/89
Perry	Susan	323	11/7/89
Amerman	Lori	262	2/20/90
Feger	Estelle	184	7/23/90
Witte	Kathryn	184	9/4/90
Carte	Judith	184	9/4/90
Black	Julie	184	9/4/90
Waggoner	David	183	9/5/90
Pattenaude	Joanne	175	9/17/90
Farrington	Nancy	133	11/14/90

APPENDIX C
Woodhaven Administrators Association
Grievance Form

To: _____ **Date:** _____

From: _____

REASON FOR GRIEVANCE
(Statement of Facts)

(Attach all supporting papers)

ARTICLE(S) VIOLATED

ACTION REQUESTED
(Relief sought)

Grievant

Association President

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ADDENDUM

The Woodhaven Board of Education and the Woodhaven Administrators Association mutually agree to extend the master agreement through midnight, June 30, 1995, with the following changes:

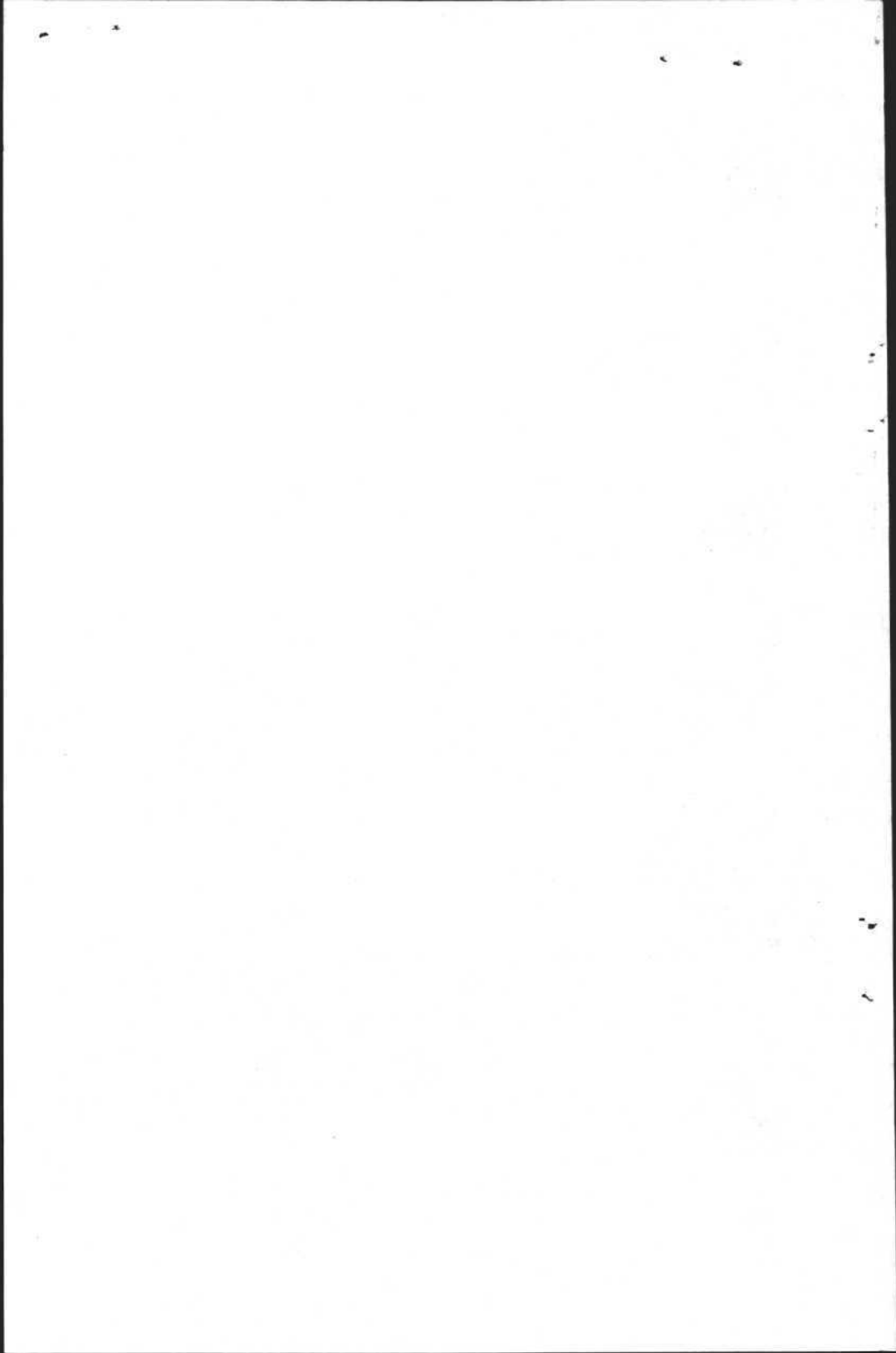
1. A salary base increase of 4.5% for the contract year 1994-95 to \$33,337.
2. Article XI, Section 8, paragraph 2, of the master agreement shall be changed as follows:

"The high school principal, **community education director, and full-time athletic director** shall work two hundred seventeen (217) days per fiscal year, excluding holidays and scheduled vacation." The remainder of the section shall not change.

The above addendum is effective July 1, 1992.

WOODHAVEN
BOARD OF EDUCATION

WOODHAVEN
ADMINISTRATORS ASSOCIATION




Robert J. Wadick, President

Date: August 18, 1992


Kenneth R. Kosowski, President

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ADDENDUM

The Woodhaven Board of Education and the Woodhaven Administrators Association mutually agree to extend the master agreement through midnight, June 30, 1995, with the following changes:

1. A salary base increase of 4.5% for the contract year 1994-95 to \$33,337.
2. Article XI, Section 8, paragraph 2, of the master agreement shall be changed as follows:

"The high school principal, community education director, and full-time athletic director shall work two hundred seventeen (217) days per fiscal year, excluding holidays and scheduled vacation." The remainder of the section shall not change.

The above addendum is effective July 1, 1992.

WOODHAVEN
BOARD OF EDUCATION

WOODHAVEN
ADMINISTRATORS ASSOCIATION

