
AGREEMENT

BETWEEN

WESTWOOD BOARD OF EDUCATION

AND

WESTWOOD ADMINISTRATORS ASSOCIATION

1991 - 1995

Westwood Community School District

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PREAMBLE

This Agreement is entered into on the 5th day of July, 1988, by and between the Board of Education of the Westwood Community School District, Inkster, Michigan, hereinafter called the "Board" and the Westwood Administrators Association, hereinafter called the "Association".

WITNESSETH

Whereas, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to hours, rates of pay and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

SECTION A

The Westwood Community School District Board of Education recognizes the Westwood Administrators Association in accordance with the applicable provisions of Act #379, P.A. of 1965, as amended, as the sole and exclusive representative for all administrative personnel in the classifications of Principal, Assistant Principal and Director.

The term "Board" when used hereinafter in this Agreement shall refer to the legally elected representatives of the school district and/or its officially designated representatives.

The term "Administrator" when used hereinafter in this Agreement shall refer to those certified persons in the bargaining unit as described above, employed by and authorized by the Board to recommend for hiring, firing, and/or supervising professional staff members and other personnel. All references to one gender shall be construed to include the other.

SECTION B

The Board agrees not to negotiate with any administrators organization other than the Association for the duration 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 Agreement.

ARTICLE II
BOARD RIGHTS

SECTION A

The Board, on its own behalf, and on the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing rights:

1. To the Executive Management and Administrator control of the school system and its properties and facilities of its employees;
2. 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;

3. To establish grades and courses of instruction, including special programs, and to provide for athletics, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to Administrative and nonteaching activities, and the terms and conditions of employment.

SECTION B

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

SECTION A

The Association shall have access to the use of the inter-school mail service without cost to the Association.

SECTION B

The Association shall have the privilege to use school building facilities at all reasonable hours for meetings and other activities in accordance with proper procedures, as established by the Board.

SECTION C

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public records concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other public records as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators and the students, together with public records which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

WORKING CONDITIONS

SECTION A

All Administrators shall be allowed a duty free lunch period away from their school or office not to exceed one (1) hour.

SECTION B

Each Administrator shall have a designated parking space for his/her personal vehicle.

SECTION C

The Board shall consult with the Association in formulating the school calendar for any particular school year.

SECTION D

The Board shall reimburse administrators for loss, damage or destruction of personal clothing, automobiles (excluding detachable accessories) and other personal property used in their duties, while acting in a legal manner within the scope of employment as an administrator, up to two hundred dollars (\$200.00) per incident, provided the administrator incurs the first ten dollars (\$10.00) and the loss, damage or destruction is not covered by existing insurance. If an administrator is injured while acting in a legal manner within the scope of employment as an administrator, expenses incurred for medical, surgical and hospital care in excess of those covered by hospitalization insurance provided by the Board will be the responsibility of the Board. Such loss or injury must be reported to the Superintendent prior to the end of the business day following the date of the loss or injury.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

SECTION A

The Board shall give written notice of any administrative vacancies in the district to the Association within two (2) working days of the posting of such vacancies.

SECTION B

Requests by an administrator for transfer to a different position or building shall be filed in writing with the Superintendent. The applicant shall set forth the reasons for transfer, the building or position sought and the applicant's qualifications.

SECTION C

An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program or to improve the operation of the district. The Board shall notify, in writing, the affected administrator and the Association of the reasons for such transfer. If the administrator objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure. When feasible, the Board agrees to transfer volunteers first. When involuntary transfers are necessary, the administrator's professional background and other qualifications shall be considered in determining which administrator is to be transferred. Administrators being involuntarily transferred will be transferred, if possible, to a comparable position and such transfer shall not result in a reduction of salary. An involuntary transfer will be made after a meeting between the administrator involved and the Superintendent, at which time the administrator will be notified of the reason for the transfer.

ARTICLE VI

CREATION OF NEW POSITIONS

SECTION A

The Board shall give written notice of any new administrative positions created to the Association no later than two (2) working days after the posting of the position.

SECTION B

The Association will notify the Board in writing within ten (10) working days following notification, of its intent regarding the negotiations of the salary and duration of the contract for such position. Failure to do so within the time period shall constitute a waiver of negotiations.

SECTION C

The Board shall begin negotiations within twenty (20) working days of the request. The parties may extend this time limitation by mutual agreement.

SECTION D

Any retroactive pay shall be resolved through these negotiations.

ARTICLE VII

EVALUATION OF ADMINISTRATORS

SECTION A

The parties recognize that evaluation is the function of the Superintendent of his/her designated representative.

SECTION B

The evaluation of each member of the Association shall be discussed with the individual member, reduced to writing, and presented to the individual member at the time of his/her evaluation conference. The Association member shall receive a copy of each evaluation and a copy shall be placed on file in the Personnel Office and shall be held in a confidential manner.

SECTION C

The Board agrees that no administrator shall be disciplined, reprimanded, reduced in rank or compensation, in a capricious and/or arbitrary manner. Any such discipline, reprimand, or reduction in rank or compensation, including adverse evaluation of administrator performance shall be subject to the Grievance Procedure as provided in this contract.

ARTICLE VIII

PROTECTION OF ADMINISTRATORS

SECTION A

If any administrator, acting within the jurisdiction of his assignment, is by legal process complained against or sued, the Board will provide legal counsel and render all necessary assistance to the administrator in his defense. It shall be the responsibility of the administrator to bring any such complaints to the attention of the Board, in writing, within three (3) working days. If such complaints are registered with the Board by the complainant, it shall be the responsibility of the Board to bring the complaint to the attention of the administrator and the Association within three (3) working days. Intent - The Superintendent is expected to notify the Association if complaints are registered against Association members.

SECTION B

Any case of assault upon an administrator while acting in a legal manner within the jurisdiction of his assignment, shall be promptly reported to the Board, in writing, or its designated representative. The representative shall then so inform the Board as soon as possible. The Board will provide legal counsel to advise the administrator of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the administrator in connection with the handling of the incident by law enforcement and judicial authorities.

SECTION C

Time lost by an administrator in connection with any incident mentioned in Section A and B of this Article shall not be charged against the administrator's leave bank.

SECTION D

No disciplinary action shall be taken upon any complaint by a citizen directed toward an administrator nor shall any notation thereof be included in the administrator's personnel file, until the matter, including the identity of the complainant, has been reported by the Superintendent, in writing, to the administrator involved and an opportunity to respond and provide full details of the situation has been afforded the administrator involved.

ARTICLE IX

LEAVE DAYS

SECTION A

All administrators shall be allowed leave days without loss of pay according to the provisions of this Article.

SECTION B

At the beginning of each school year, each administrator shall be credited with the number of leave days to which they will be entitled for that school year according to the following schedule:

42 Week Administrators	Ten (10) days
44 Week Administrators	Ten (10) days
46 Week Administrators	Ten (10) days

Leave days shall accumulate, without limit, at the rate of one (1) leave day per month (maximum of ten (10) days each school year). Should an administrator leave the employ of the Board during

a school year, and has used leave days credited at the beginning of the year, but not yet earned for accumulation, the number of leave days so used shall be deducted from their last pay. Days credited at the beginning of the year, but not yet earned for accumulation, shall not be counted for purposes of termination payments.

SECTION C

Five (5) personal business leave days per school year will be granted in addition to Section B above. Any unused days will be added to the leave day bank at the end of the school year, except that maximum combined accumulation of annual paid leave under Section B and Section C of this Article shall not exceed ten (10) days. Unused annual credit of paid leave days beyond ten (10) days shall be paid at the administrator's per diem rate of pay on the pay following the end of the administrator's work year and shall not accumulate.

SECTION D

A leave day bank shall be established for each administrator in the following manner:

Administrators shall be credited only with leave days earned during the year. Any leave days accumulated at the close of the year shall be carried forward, as a balance at the start of the next year. If an administrator is absent in excess of his earned leave-day bank, deduction in the amount equal to one (1) day's pay for each day of excess absence shall be made from his salary check in the pay period following such excess absence. Reimbursement shall be made for such deductions at the end of the year if the administrator has earned leave days to his credit.

SECTION E

Absences which may be charged to an administrator's leave-day bank are as follows:

1. Administrator's personal illness or emergency illness in the immediate family.
2. Death in the immediate family, relatives or close friends.
3. Administrator's own wedding or wedding in the immediate family.
4. Personal business or emergencies.

SECTION F

Qualification for use of leave days.

1. Administrator's personal illness or emergency illness in the immediate family.
 - (a) Personal illness.

- (b) Emergency illness in the immediate family (when no other arrangement can be made for necessary care). The time allowable shall not exceed five (5) working days. (Immediate family defined in 2(a) below.)
- 2. Death in the immediate family, relatives or close friends.
 - (a) The immediate family includes spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters and any other relatives or friends for whom funeral arrangements the administrator is responsible. The time allowable for each situation shall not exceed five (5) working days.
 - (b) Attendance at funerals of relatives (other than the immediate family as defined in 2(a) above, and close friends. The time allowable shall not exceed three (3) working days.
- 3. Administrator's wedding or immediate family's wedding.
 - (a) The administrator's own wedding. The time allowable shall not exceed five (5) working days.
 - (b) Attendance at weddings in the immediate family. The time allowable shall not exceed three (3) working days.
- 4. Personal business or emergency.
 - (a) Personal business leave is to be used to attend to matters of an urgent nature which require the personal attention of the administrator and cannot reasonably be attended to at an alternative time that does not interfere with the duties of employment and for which other leave is not provided in this Agreement.

Leave days for personal business must be requested in writing in advance through the office of the Superintendent of Schools, or his designated representative, and must be given in ample time. Requests for leave days for personal business prior to, or immediately following, a holiday and/or vacation, shall be kept at a minimum and may not necessarily be granted.
 - (b) Other items of a nature of emergency approved by the Superintendent of Schools, or his/her designated representative.

SECTION G

Any administrator called to jury duty shall be considered to be fulfilling a basic duty of citizenship and, therefore, shall be on regular pay status, less the amount paid the administrator by the court for said jury duty. Absence for jury duty shall not be charged to the employee's leave-day bank. The paycheck received by the employee for jury duty shall be signed over to the treasurer of the Board of Education.

SECTION H

Absences with pay not chargeable against the administrator's leave-day bank shall be granted for the following reasons:

1. Visitation of special programs in other schools and attendance at regional or State educational conferences as representatives of subject are departments, including sports clinics or curriculum study groups, may be approved. Said approval originates with a written request from an administrator for approval by the Board. Normally, only one representative will be approved for each visitation or conference. Requests must be made with sufficient time for adequate consideration for approval. Reimbursement of expenses for participation under this section is the responsibility of the Board.
2. Administrators injured in the course of their job, said injury is recognized under the provisions of the Michigan Workers' Compensation Act. When said injury is the result of an accident, assault, or negligence on the part of the school district, the Board will continue pay at the daily rate per contract, less the amount paid by Workers' Compensation, for a period up to a maximum of one hundred twenty (120) days pay.
3. Court appearances or when an administrator has been subpoenaed as a witness, less the amount received by the administrator for such court appearance.
4. Items covered in Article XI, Section D.

SECTION I

An administrator who is unable to work due to an injury or disability which is compensable under Workers' Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Workers' Compensation, such that the amount the administrator received from Workers' Compensation and sick leave does not exceed the amount of expendable income the administrator would have received from his/her regular salary amount according to his/her earnings at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the administrator from Workers' Compensation until the administrator's accumulated sick leave is exhausted or the administrator is able to return to work, whichever happens first. Should this supplemental payment plan be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of the Workers' Compensation benefit is reduced, the administrator shall not be allowed the use of sick leave and shall receive only the Workers' Compensation benefit provided by law.

ARTICLE X

LEAVES OF ABSENCE

SECTION A

Provisions for Leave of Absence: It shall be the policy of the Board to grant leaves of absences to Administrators for the following reasons as listed and defined below:

1. Health
 - (a) Personal Illness (physical or mental)
 - (b) Care of sick member of immediate family
2. Study in an accredited institution
3. Travel and work experience related to education
4. Military service
5. Sabbatical leave
6. Any other leave deemed appropriate by the Board of Education
7. Campaign for or service in public office
8. Peace Corps or National Teacher Corps (NTC)
9. Maternity leave

SECTION B

Eligibility for leave: Any administrator who has completed two or more years of service in the school district is eligible for a leave of absence (exception - military and sabbatical leaves). (See Sections G and H)

SECTION C

Length of Leave: The original leave of absence may be for the remainder of a semester, the remainder of a school year, or for a complete school year. A leave of absence may be extended for one semester or one year upon written request made to the Board of Education. A leave of absence shall not end during a semester except by special permission.

SECTION D

Procedure for application: All applications for leave of absence shall be submitted, in writing, to the Board, who shall process said application. Applications shall be filed at least sixty (60) days before the first day of the request. Emergencies may be given consideration. An extension to a leave shall be requested at least one (1) month before the termination of the original leave.

SECTION E

Status during leave of absence:

1. Except where otherwise provided, all leaves of absence shall be without pay.
2. Leave-day bank shall remain as of the balance at the beginning of the leave. The employee shall return on the same level of the salary schedule as of the beginning of the leave of absence.
3. Partial years shall be prorated in accord with Board policy.
4. Leave days and holiday shall not accrue during a leave of absence.

SECTION F

Return to duty:

1. A leave of absence is granted with the expectation of the employee returning to an assignment at its termination. Since each position is usually manned during a leave of absence either by a temporary or permanent employee, it is therefore necessary to know the intent of the person on leave to make necessary arrangements. Therefore, it is the responsibility of an employee on leave of absence to give written notice to the Superintendent of Schools not less than sixty (60) days before the resumption of duty or the termination of leave whichever is the later date. Failure to give such notice releases the Board of the responsibility of providing an assignment and employment.
2. The Board cannot guarantee the return of any employee to a specific building level, or special assignment at the conclusion of a leave of absence. Every possible effort will be made to return an employee to the same or comparable assignment as that held prior to going on leave.
3. The Board will require medical clearance when the leave has been for emotional or mental purposes. When advisable, the Board may require a physical examination when the condition would indicate it is needed. The Board shall pay for any required examination by a doctor of its choice.

SECTION G

Any administrator who is required to serve in either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Seniority will accumulate during the period of such leave. Upon termination of such leave, the administrator shall be offered reemployment in his previous position or position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work provided he meets the following requirements:

1. Has not been dishonorably discharged
2. Is physically able to do the work.
3. Reports for work within ninety (90) days of the date of such discharge for not more than one (1) year. Maximum time allowance is fifteen (15) months.

SECTION H

Sabbatical Leave

1. Authorization

- (a) Sabbatical leave of absence may be granted to members of the administrative staff of Westwood Community Schools. The granting of such leaves is subject to the approval of the Board, upon recommendation of the Superintendent, when in its considered judgment the professional competence and welfare of the schools will be benefitted.
- (b) The rules and regulations of the Westwood Community Schools Sabbatical Leave program shall be interpreted in accordance with Section 1235, School Code of 1976.

2. Eligibility and Qualifications

- (a) Any administrator employed by the district who meets the qualifications shall be eligible to apply for sabbatical leave subject to the following conditions and requirements.
 - 1) Applicant must hold a Life, Permanent or Continuing Certificate.
 - 2) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the district.
 - 3) Sabbatical leaves of absence may be granted to not more than one (1) administrator in any one year.
 - 4) Sabbatical leave may be granted for one (1) semester or two (2) full consecutive semesters.
 - 5) The applicant signs an agreement to return to service with the Westwood Community School District Board of Education immediately on termination of his/her sabbatical leave and to continue service for a period of not less than one (1) year (unless causes beyond his/her control prevent it).

Failure to comply must result in a refund of any compensation received from the Board while on leave plus interest at the annual rate of five percent (5%). The refund shall be repaid within two (2) years of termination date of the sabbatical leave.

3. Purpose of Sabbatical Leave

- (a) Sabbatical leave is given to administrators to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and travel.
- (b) The following information shall be presented in the application:
 - 1) For formal study - A program of study at an accredited college or university should be briefly outlined.
 - 2) For research - A program of research under the guidance of competent research personnel should be briefly outlined.
 - 3) For travel - A written plan, including the proposed itinerary, shall be submitted.
 - 4) For other reasons - A written plan shall be submitted stating the professional objectives which are sought.

4. Application Requirements

- (a) Written application for sabbatical leave must be filed with the Superintendent not later than October 1 for a second semester leave; by April 14 for a first semester leave.

5. Requirements and status while on Sabbatical Leave

- (a) Financial Policies
 - 1) Compensation for a staff member on sabbatical leave shall be one-half ($\frac{1}{2}$) of the salary he would receive were he/she on active staff status.
 - 2) Payment of salary to a staff member on sabbatical leave shall be made in accordance with provisions of the Board for payment of salary to other members of the regular staff.
 - 3) On returning from sabbatical leave, the employee shall be entitled to the automatic salary schedule increment as though he had been in continuous service in the school system.
 - 4) The leave-day bank balance shall remain the same as the balance at the beginning of the leave.

6. Reports Required

- (a) The Board shall require, and the administrator shall promptly furnish a written report containing sufficient information to enable the Board to determine that the leave is being utilized in the approved manner. In the event the Board shall find that the administrator is not fulfilling the agreement, the entire sum paid to the administrator shall become immediately refunded to the Board. Failure to comply or refund any monies due shall be cause for the Board to take appropriate legal action.

7. Status upon returning

- (a) At the expiration of the sabbatical leave, the administrator shall be returned to his/her position or a position of similar responsibility. He/she shall be advanced one step on the salary schedule if not already at the maximum step.
- (b) The administrator may be assigned a job of greater responsibility and pay.
- (c) If the administrator is assigned to a lower paying job upon return from sabbatical, he will be paid in his sabbatical classification plus increment for at least one (1) year upon return to full duty.

8. Recognition of Longevity

- (a) All other factors being equal, the person with the greatest longevity shall be granted the leave if such leave is to be granted.
- (b) A written report shall be given to the Board within ten (10) days after reporting back to work.

ARTICLE XI

PROFESSIONAL COMPENSATION

SECTION A

The salaries of the administrators covered by this Agreement are set forth in Appendix A which is attached to and incorporated in the Agreement. Such salaries shall remain in effect for the term of this Agreement; provided, however, that upon written notice to the other party at least sixty (60) days prior to the expiration of this Agreement negotiation shall begin for a new Agreement.

SECTION B

Administrators shall be entitled to, and receive, without loss of compensation, holidays according to a schedule which will be dependent upon the adoption of the official school calendar by the Board and the school calendar which is incorporated by reference.

SECTION C

An authorized representative of the Association, and/or the grievant, engaged during the school day in the established Grievance Procedure, shall be released from regular duties without loss of pay.

SECTION D

The Board agrees to establish a fund equivalent to four hundred dollars (\$400.00) per Association member, based on membership as of the preceding January 1. The purpose of this fund is to ensure administrative participation in in-service education and conferences that are to the professional advantage of the school district, when funds are not available through funded projects.

1. The administrator who desires to participate in a conference or in-service training shall, on an approved business form, make out his/her request and forward it to the President of the Administrators Association.
2. The President of the Association, in conference with his executive committee, shall either approve or disapprove the request and so notify the affected administrator.
3. In the event that the President of the Administrators Association approves the request, he/she will forward it with his/her approval to the Superintendent's office for disposition.
4. A written and/or oral report of the conference, as requested by the Board, shall be given within ten (10) days after returning from a conference. Additional time may be granted by the Superintendent when necessary.
5. Salary will continue while an administrator is in attendance at an authorized conference.

The Board further agrees that all expenses for attendance at authorized conferences and meetings, including transportation, lodging, meals, conference registration and other incidental expenses, shall be paid by the Board, and that such attendance, including time spent in transit, shall not be charged to an administrator's leave-day bank, and that no administrator shall suffer any loss of compensation for such authorized attendance or travel. Any administrator absent in excess of the authorized length of absence shall be docked one day's pay for each day of excess absence. Emergency situations resulting in excess absences may be given special consideration by the Board.

SECTION E

Administrators shall be reimbursed at the IRS established rate per mile when using their personal vehicles in the conduct of authorized school and school-related affairs.

SECTION F

If there are substantial changes proposed in the duties of any existing administrative position, the Association shall have the opportunity to discuss with the Board, the possible modification of the job description. Should it be mutually agreed that the job responsibilities have been significantly increased, the salary for such modified job description may be negotiated. In emergency situations, such discussion and negotiation may take place following such modification.

SECTION G

The Employer agrees to furnish to all administrators the following MESSA PAC protection, without cost to the administrator:

- MESSA CARE I Health Insurance **
- Dental Plan 80-80-50 MBLL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD*

* Long-term disability insurance protection for administrators shall provide a benefit of 66-2/3 percent of the administrators monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$2,000.00 per month, which shall begin upon the expiration of ninety (90) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70) and shall be subject to the following limitations, offsets, and exclusions:

1. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
2. Limitation of alcoholism, drug abuse, mental and nervous illness to twenty-four (24) months unless confined to a hospital or institution.
3. Offsets for other income benefits such as Worker's Compensation, retirement systems or plans and Social Security with Social Security Freeze.
4. Maximum duration of benefits in the case of any one period of total disability up to age 65 for disabilities commencing prior to age 60, for a maximum period of thirty-six (36) consecutive months for disabilities commencing on or after the age 60 but prior to age 65 and a maximum of twenty-four (24) consecutive months following the end of the qualifying period or age 70 whichever occurs first for disabilities commencing on or after the age 65 but prior to age 70.

** The Board will reimburse administrators for out-of-pocket expense required to meet the required \$50.00/\$100.00 deductible. The administrator will make application for reimbursement through submission of statements from MESSA at the time the complete deductible has been met, but not later than the end of January following the deductible year (Jan. 1 - Dec. 31). Application for reimbursement of partial satisfaction of deductibles shall only be made through submission of statements from MESSA during said January.

Payment of reimbursement will be made no later than one month following submission.

Employees not needing health insurance may select Plan B. Outline of the benefit levels of Plan B as follows:

- Dental Plan 80-80-80 MBLL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD* (Same as above)

Administrators who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a payment of fifty dollars (\$50.00) each month, to be paid directly to an annuity account with the institution of the administrator's choice from among those offered by the Employer or may choose to receive the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits not to exceed the value of fifty dollars (\$50.00) each month. The optional benefit plan will be implemented in any manner required by law to preserve the nontaxable status of the health insurance plan.

There shall be no change from the MESSA PAC Plan prior to September 1, 1993. Should the plan be switched to a plan other than the MESSA PAC Plan, there will be no reduction or loss of any benefit or extent of coverage from those of the MESSA PAC Plan in effect at the time of the switch.

The MESSA PAC Plan shall continue to serve as the standard specifications for minimum coverage to be provided by any other plan following any such switch, including any adjustments in benefits and extent of coverage made after the switch.

SECTION H

The Employer shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the administrator shall be made to assure uninterrupted participation and coverage. Any administrator who leaves the District during the year on an approved leave, shall be entitled to full coverage until the following August 31st.

Administrators who leave the District during the school year other than on an approved leave, shall have their coverage terminated at the end of the month in which they leave.

SECTION I

An administrator must comply with all requirements of the insurance carrier for application and enrollment. An administrator must notify the Employer promptly of any change in marital status and/or number of age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The Employer may make periodic requests for this data. Where applicable, the Employer may cover two or more administrators under one premium, with one employee designated as the insured and any others as dependents.

SECTION J

The Board shall provide professional liability insurance coverage of not less than a one million dollar limit.

SECTION K

Each administrator shall be entitled each school year to payment of membership dues to professional organizations appropriate to his/her administrative position not to exceed \$400 annual dues costs. Dues shall be paid directly to the organization from the school district.

ARTICLE XII

TERMINATION OF SERVICES

SECTION A

An administrator who terminates employment with the Board under the provisions of retirement shall also be eligible for severance pay on the basis of pay for one-half of the accumulated days in the administrators' leave-day bank. In case of death, the severance pay shall be paid to the estate of the administrator on the basis of pay for the accumulated days in the administrator's leave-day bank. Retirement shall be in accordance with the Michigan School Code.

SECTION B

An administrator who terminates employment with the Board with at least forty-five (45) days written notice shall be eligible for severance pay on the basis of pay for one-half of the accumulated days in the leave bank, up to a maximum of thirty (30) days actual pay.

SECTION C

An administrator who is discharged or who terminates his employment without at least forty-five (45) days' notice of termination, or whose work record is unsatisfactory, shall not be eligible for benefits identified in Section A or B above. Special consideration shall be given for emergencies that may arise involving the voluntary termination of employment and the forty-five (45) days' notice provision may be waived without penalty to the administrator.

SECTION D

All payments made under the provisions of this article shall be made at the rate of pay of the last full-time assignment of the employee in the school district.

SECTION E

Calculations for per diem payment under the provisions of this article shall be based on the following:

42 Week Administrators	210 days work year
44 Week Administrators	220 days work year
46 Week Administrators	230 days work year

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION A

A grievance is a written claim or allegation that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

SECTION B

Any administrator with a grievance, or the Association on its own behalf, may file a written statement of the grievance with the Superintendent within ten (10) working days from the initial time of the incident giving rise to the grievance. Written grievances as required herein shall be properly filed on the Westwood Administrator Grievance Form attached to this Agreement as Appendix B.

SECTION C

Within ten (10) working days of receipt of the grievance, the Superintendent shall meet with the administrator or his/her representative in an effort to resolve the grievance. The Superintendent shall render his/her decision, in writing, and shall deliver one copy thereof to the grievant or his representative within ten (10) working days of such meeting.

SECTION D

Should the administrator be dissatisfied with the disposition of the Superintendent, or if no disposition is forthcoming within the time period allowed, the grievance may be appealed to the Board by filing it with its Secretary, within five (5) working days of the Superintendent's disposition or end of the time period if no disposition. The Board shall review the grievance, affording the administrator an opportunity to be heard, and render its decision within thirty (30) working days from receipt of the grievance.

SECTION E

Should the administrator be dissatisfied with the disposition of the Board, or if no disposition is forthcoming within the time period allowed, the grievance may be referred to mediation by the Association by filing with the Michigan Employment Relations Commission within five (5) working days of the Board's disposition or end of the time period if no disposition.

SECTION F

In the event an administrator's services are terminated, the Association may appeal such termination to final and binding arbitration by filing a demand for arbitration with the American Arbitration Association within five (5) working days of the mediation session. The arbitrator shall be selected

in accordance with the rules and regulations of the American Arbitration Association. All hearings and the arbitrator's decision shall be in accordance with the rules and regulations of the American Arbitration Association. The arbitrator's authority shall be to interpret the provisions of the Agreement as applied to the termination and he/she shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement. The parties shall be responsible for the payment of all witnesses called on their behalf and their cost of preparation and representation. The fees and expenses of the arbitrator shall be shared jointly. No other grievances shall be appealed beyond mediation.

SECTION G

In all grievance cases, the time limits set forth in this Article shall be strictly observed, except that such time lines may be extended by mutual agreement of the parties.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

SECTION A

This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts heretofore in effect. All future individual administrator contracts shall be made expressly subject to the terms of this Agreement.

SECTION B

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION C

If any specific provision of this Agreement or any application of this Agreement be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Such provisions or applications deemed null and void shall be subject to immediate negotiation upon the request of either party.

SECTION D

The provisions of the Agreement and the wages, hours, terms and the conditions of employment shall be applied without discrimination with respect to: race, religion, ethnicity, national origin, age, sex or marital status, membership in the Association, participation in any normal activities of the Association, or collective professional negotiations with the Board or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Enforcement of this provision shall be pursued at the appropriate administrative agency level following failure to resolve a grievance at the district level and not subject to arbitration.

SECTION E

Copies of this Agreement shall be printed at the expense of the Board and presented to all administrators now employed or hereafter employed by the Board.

SECTION F

Administrators shall receive one (1) year contracts of employment their initial full school year of employment, which the Board in its discretion may choose not to renew for a subsequent term, upon notice to the administrator ninety (90) days prior to the termination date of the contract. Thereafter, administrators shall receive two (2) year contracts of employment, which the Board in its discretion may choose not to renew for a subsequent term, upon notice to the administrator prior to the end of the first year of the two (2) year contract. Should the Board not provide such notice of non-renewal to the administrator, the administrator shall receive a renewed two (2) year contract from the beginning of the second year of the previous two (2) year contract, subject to non-renewal in the same manner as the previous two (2) year contract. All individual administrator contracts of employment shall be made subject to the specific and express terms of this Agreement. Such contracts shall expressly deny the granting of tenure in the administrative capacity. Such contracts shall provide for termination of the contract upon a necessary reduction in administrative staff.

SECTION G

Nothing in this Agreement, nor the ratification of this Agreement shall be construed as conferring tenure in an administrative position to any employee covered by this Agreement.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of August 19, 1991, and shall continue in effect until the 15th day of August, 1995. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WESTWOOD ADMINISTRATORS
ASSOCIATION

WESTWOOD BOARD OF
EDUCATION

By

Donald R. Sutherby

By

John E. DeHitt

By

Robert Yancek

By

Anna Hardy

By

Jan Schoenberger

By

James P. Spillings

WESTWOOD ADMINISTRATOR'S ASSOCIATION

APPENDIX A - SALARIES

SECTION A - BASE SALARIES

1991/92 SCHOOL YEAR	STEP I	STEP II	STEP III	STEP IV	STEP V
H.S. Principal	63,016	64,660	65,756	66,850	68,495
H.S. Asst. Principal	56,441	57,535	58,696	60,276	61,372
J.H. Principal	61,372	63,016	64,112	65,208	66,851
J.H. Asst. Principal	55,892	56,988	58,084	59,728	60,823
Elementary Principal	58,084	59,180	60,823	61,919	63,016
Elementary Asst. Principal	55,892	56,988	58,084	59,728	60,823
Special Services Director	55,892	56,988	58,084	59,728	62,195
Community Ed Director	55,892	56,988	58,084	59,728	62,195
Director, Special Projects	55,892	56,988	58,084	59,728	62,195

1992/93 SCHOOL YEAR	STEP I	STEP II	STEP III	STEP IV	STEP V
H.S. Principal	66,955	68,701	69,866	71,028	72,776
H.S. Asst. Principal	59,969	61,131	62,365	64,043	65,208
J.H. Principal	65,208	66,955	68,119	69,284	71,029
J.H. Asst. Principal	59,385	60,550	61,714	63,461	64,624
Elementary Principal	61,714	62,879	64,624	65,789	66,955
Elementary Asst. Principal	59,385	60,550	61,714	63,461	64,624
Special Services Director	59,385	60,550	61,714	63,461	66,082
Community Ed Director	59,385	60,550	61,714	63,461	66,082
Director, Special Projects	59,385	60,550	61,714	63,461	66,082

1993/94 SCHOOL YEAR	STEP I	STEP II	STEP III	STEP IV	STEP V
H.S. Principal	71,140	72,995	74,233	75,467	77,325
H.S. Asst. Principal	63,717	64,952	66,263	68,046	69,284
J.H. Principal	69,284	71,140	72,376	73,614	75,468
J.H. Asst. Principal	63,097	64,334	65,571	67,427	68,663
Elementary Principal	65,571	66,809	68,663	69,901	71,140
Elementary Asst. Principal	63,097	64,334	65,571	67,429	68,663
Special Services Director	63,097	64,334	65,571	67,429	70,212
Community Ed Director	63,097	64,334	65,571	67,429	70,212
Director, Special Projects	63,097	64,334	65,571	67,429	70,212

1994/95 SCHOOL YEAR	STEP I	STEP II	STEP III	STEP IV	STEP V
H.S. Principal	75,586	77,557	78,873	80,184	82,158
H.S. Asst. Principal	67,699	69,012	70,404	72,299	73,614
J.H. Principal	73,614	75,586	76,900	78,215	80,185
J.H. Asst. Principal	67,041	68,355	69,669	71,641	72,954
Elementary Principal	69,669	70,984	72,954	74,270	75,586
Elementary Asst. Principal	67,041	68,355	69,669	71,641	72,954
Special Services Director	67,041	68,355	69,669	71,641	74,600
Community Ed Director	67,041	68,355	69,669	71,641	74,600
Director, Special Projects	67,041	68,355	69,669	71,641	74,600

SECTION B

Longevity pay shall be paid to each administrator according to the following schedule:

<u>Full Years of Service Rendered</u>	<u>Rate of Pay</u>
11 - 15	.01-1/2 of salary as listed in Section A
16 - 20	.02-1/2 of salary as listed in Section A
21 +	.03-1/2 of salary as listed in Section A

Longevity pay shall be paid each year on the first regular payday in the month of December.

SECTION C

For additional semester hours of credit earned at an accredited institution beyond the Masters Degree which are approved by the Board of Education and turned in on or before October 15, each administrator shall be paid an amount in addition to their base salary according to the following schedule:

HOURS	1991/92	1992/93	1993/94	1994/95
MA + 15	\$528.00	\$561.00	\$596.00	\$633.00
MA + 30	\$1,056.00	\$1,122.00	\$1,192.00	\$1,267.00
Sp.D./Sp.A.	\$1,584.00	\$1,683.00	\$1,788.00	\$1,900.00
Ph.D.	\$1,979.00	\$2,103.00	\$2,234.00	\$2,374.00
Ph.D. +	An amount based upon Ph.D. plus \$45.00 per hour beyond Ph.D. to a maximum of thirty (30) hours.			

Credit hours shall be paid each year on the first regular payday in the month of December.

APPENDIX B

WESTWOOD ADMINISTRATOR GRIEVANCE FORM

Grievance No. _____

Building _____ Date Filed _____

Name of Grievant _____ Position _____

STEP I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance (City provisions of Agreement) _____

Relief Sought _____

Signature _____ Date _____

C. Date received by Superintendent _____

D. Disposition of Superintendent _____

Signature _____ Date _____

E. Position of Association _____

Signature _____ Date _____

WESTWOOD ADMINISTRATOR GRIEVANCE FORM

Page 2

STEP II

A. Date received by Board of Education _____

B. Disposition by Board _____

Signature _____ Date _____

C. Position of Association _____

Signature _____ Date _____

STEP III

A. Date filed for Mediation _____

B. Recommendation of Mediator _____

Signature _____ Date _____

RETIREMENT INCENTIVE

The Board shall offer a retirement incentive for administrators who are eligible for retirement under the Michigan Public School Employees Retirement System. The retirement incentive shall be offered for a limited period of February 1, 1992 through February 29, 1992, at which time it shall expire. The retirement incentive shall be offered in accordance with the following provisions:

1. The decision to participate in the retirement incentive plan is expressly voluntary on the part of the employee;
2. The administrator must have worked at least ten (10) consecutive years for the Westwood Community School District and actually retire under the terms of the Michigan Public School Employees Retirement System;
3. The administrator must provide a written statement of resignation of their position to the Superintendent during the above stated period. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of second semester, June, 1992;
4. The Board agrees to pay the administrator the sum of \$10,000.00 upon effective date of resignation, in addition to any other severance pay to which the administrator may be entitled;
5. There shall be a limit of two (2) employees approved for the retirement incentive, with seniority the determining factor if there are more than two applicants. In the event an employee makes application for the Retirement Incentive and is not approved due to the two (2) employee limit, their statement of resignation shall become null and void. Employees approved for the retirement incentive shall be notified by March 15, 1992.
6. The administrator, upon making application for the retirement incentive agrees to sign a waiver that such payment shall serve as satisfaction/waiver of any other claim (e.g., unemployment comp., etc.) against the Westwood Community School District.
7. The administrator also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign;
8. The employee will have seven days to revoke a signed waiver.

RETIREMENT INCENTIVE AGREEMENT

(Sample language)

Payment: The Board agrees to pay to _____ the sum of TEN THOUSAND DOLLARS (\$10,000.00) upon effective date of resignation, in addition to any other severance pay to which _____ may be entitled;

Release and Discharge of Claims: For and in consideration of the benefits provided in this Agreement, _____ forever hereby releases and discharges Westwood Community School District, together with its agents, officers and employees from any and all claims, demands, equitable relief, damages, costs, expenses, administrative actions and causes of action of any kind or character which now exist or which may hereafter arise, whether known or unknown, relating in any manner to or arising from _____'s employment relationship with Westwood Community Schools, or the termination thereof, or which may otherwise arise under any federal or state statute, including but not limited to the Age Discrimination in Employment Act, the common law or in equity.

Voluntary Execution: _____ acknowledges that he has read this Agreement, understands its terms and that it has been entered into by (him/her) voluntarily after an opportunity to discuss it with advisors of (his/her) choice. Pursuant to requirements under the Age Discrimination in Employment Act, _____ is hereby advised to consult with (his/her) attorney before signing this Agreement.

SIGNED

Date _____

