

Agreement

between the

**Warren Consolidated Schools
Board of Education**

and

**Warren
Administrators' Association**

2009 - 2012



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PREAMBLE

This Agreement is entered into on the 23rd day of June, 2010 by and between the Board of Education of the Warren Consolidated Schools, Warren, Michigan, hereinafter called the "Board" and the Warren 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 Board and the Association recognize and declare that providing a quality education for children of the Warren Consolidated School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teachers, administrators, board members, and non-instructional employees; and

Whereas, the Association recognizes that, because school administrators possess unique training and experience and function in positions of public trust, it should endeavor to assist the Board to develop the best education program possible; 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 - WAA ADMINISTRATORS

The Warren Consolidated Schools Board of Education recognizes the Warren 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 probationary and non-probationary administrative personnel in the classifications of Principal; Assistant Principal; Coordinator; Supervisor; Assistant Supervisor; Foreman; Director of Athletics and Facilities; Director of Curriculum and Special Projects; Accountant; Purchasing Agent; Supervisor of Maintenance; Supervising Architect; Assistant for Volunteers and Special Programs; Career Prep Center Principal/CTE Director; Program Administrator/Warren Academy; Director of Special Programs; Director of Information Systems; Coordinator of Community Services and School Relations; Supervisor of Pupil Accounting; Supervisor of Student Services; K-12 Administrator of Language Acquisition; Administrator of State and Federal Grant Programs; Administrator of Assessment and Accountability; Elementary Assistant Principal/Curriculum; Assistant Director of Career and Community Education; Community Education Specialist; Career Prep Center Assistant Principal; Coordinator, Computer Services; and Administrator of Support Services; Assistant Director Secondary Education; Technical Support Services Administrator; Attendance Officer; and Energy Use Monitor; hereinafter called the Bargaining Unit.

ARTICLE I RECOGNITION (Continued)

Section B - EXEMPT ADMINISTRATORS

The Bargaining Unit shall not include: Superintendent of Schools; Deputy Superintendent; Administrator Assistant to the Superintendent; Associate Superintendent of Instruction; Associate Superintendent of Business and Finance; Associate Superintendent Personnel/Employee Relations; Assistant to the Superintendent; Assistant Superintendent Personnel/Employee Relations; Assistant Superintendent Elementary Education; Assistant Superintendent Secondary Education; Director of Public Information; Administrator of State, Federal, and Private Projects; Director of Accounting; Executive Director of Human Resources; Director of Facilities and Properties; Director of Student Services/School Community Relations; Director of Information Systems; Director of Special Education; Assistant Director of Special Education; Assistant Director of Student Services, Director of Audits/ Business Services; Director of Personnel; Director of Personnel/Staff Development; Director of Employee Benefits; teachers; other non-administrative instructional employees; nurses; and all non-instructional, non-administrative employees.

Section C - DEFINITIONS

In this contract the terms will be those defined:

1. The term "administrator" shall refer to those bargaining unit members represented by the Association.
2. The term "Board" refers to the Warren Consolidated Schools Board of Education, or its representatives.
3. The term "Association" shall refer to the Warren Administrators Association or its officially designated representatives.

ARTICLE II BOARD RIGHTS

Section A - MANAGEMENT RIGHTS

Except as modified by the specific terms of this Master Agreement, the Board retains all rights and powers to manage the Warren Consolidated Schools, and to direct its employees through its administrative personnel. The exercise of the following powers, rights, authority, and duties by the Board, the adoption of policies, rules and regulations in furtherance thereof, the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. The Association recognizes these management rights as conferred by the Laws and Constitution of the State of Michigan and of the United States.

ARTICLE II BOARD RIGHTS (Continued)

Section B - RIGHTS TO ESTABLISH RULES

The parties agree that the Board of Education has the right to establish rules for the direction of, and the efficient operation of, the work force. These rules are subject only to the specific terms of the Master Agreement.

Section C - INDIVIDUAL CONTRACTS

Administrators who are new to the bargaining unit will receive a one year employment contract for the first year of employment to a position within the bargaining unit. Administrators with one or more years of service shall be granted two year contracts of employment. The Superintendent will consider all administrative contracts on an annual basis and determine, by March 31st of each year, whether to extend such contracts for an additional year. If the administrator has not received notice in writing by March 15th that his/her contract has not been extended, it will be deemed to be automatically extended for an additional year. The nonrenewal of all administrative contracts shall be in accordance with MCL30.1229. It is recognized that employees shall not acquire tenure in administrative positions.

ARTICLE III BOARD RESPONSIBILITIES

Section A - ANTI DISCRIMINATION

The provisions of the Agreement and the wages, hours, terms and the conditions of employment shall be applied without discrimination with respect to: age, color, marital status, national origin, race, religion, height, weight, disability or sex; membership or non-membership in the Association; participation in any normal activities of the Association; collective professional negotiations with the Board; institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

Bargaining unit members will be considered for all administrative job openings. The Board assures that openings will be posted to all WAA employees and that they will examine the qualifications of all applicants.

Section B - BOARD POLICY AND REGULATIONS

Present Board policy and District regulations which pertain to the condition of Bargaining Unit Administrators' employment will prevail through the terms of this Agreement except where the policy or practice is in conflict with the Master Agreement.

Section C - DEALING WITH WAA MEMBERS

The Board and its representatives in fulfilling their obligation to members of this Bargaining Unit shall act in a moral, legal, ethical and professional manner in their dealings.

ARTICLE III BOARD RESPONSIBILITIES (Continued)

Section D - REASONABLE RULES, DISCIPLINE

The Board agrees that its rules and regulations governing employee conduct will be reasonable and that discipline will be fair and for just cause preceded by due process.

Section E - COMPLAINTS AGAINST WAA MEMBERS

In order to encourage a harmonious and expeditious resolution of complaints at the local level, the Board agrees that in the case of a complaint regarding a Bargaining Unit member, or a program or an employees s/he supervises, that the person lodging the complaint shall be requested to first discuss the matter fully, whenever possible, either by phone or in person with the Bargaining Unit member involved before any action is taken on the matter.

If satisfactory resolution is not achieved at the building or department level, an appeal of the building or department administrator's decision may be lodged with the Superintendent. Consultation with the involved Bargaining Unit member will always follow such a request for reconsideration of a decision before further action is taken. The Bargaining Unit member will be advised in writing as to the nature of the complaint and the identity of the complainant.

Section F - ASSIGNMENTS

The Board of Education will maintain a minimum ratio of Building Administrators to students of one (1) administrator per four hundred and twenty (420).

The following should be considered a guide for the placement of these Building Administrators, however, it is recognized that there may be deviations from this guide:

School Building Administrators (Excluding Community Education)

Elementary

One (1) principal for each building.

Elementary Principal Student Supervision Factor

At any time, WAA and Board may request discussion regarding additional supervision of elementary buildings. When enrollment reaches 500 students, there will be discussion between WAA and Board. Criteria will be established to include, but not be limited to; number of probationary employees; number of special programs.

When student enrollment reaches 525, the principal will receive an additional index factor of .025. If the index factor is granted, no assistant principal will be assigned.

ARTICLE III BOARD RESPONSIBILITIES (Continued)

Section F - ASSIGNMENTS (Continued)

Secondary

One(1)principal for each building.

A minimum of one(1)assistant principal for each middle school.

A minimum of two(2)assistant principals will be assigned to each high school.

Three (3) assistants when the enrollment is 1,200 students.

Four (4) assistants when the enrollment is 2,000 to 2,500 students.

Provided the district chooses to offer a summer school program, the supervision will be provided by an Association member. One administrator will be assigned to grade K-5 supervision and one administrator will be assigned to grade 6-12 supervision.

The administrative positions will be posted on alternate years and will be held by the member for a two year cycle. A two year position may be split by two members at the mutual agreement of the members and the Associate Superintendent of Instruction.

The criteria may include: previous summer school administration and grade level administrative experience.

In any building that students are housed in two (2) full shifts the District will provide administrators for each shift on the ratios stated above.

If the Board of Education cannot maintain this ratio due to financial conditions, the Board of Education will meet with the Association to discuss this.

ARTICLE IV ASSOCIATION RIGHTS

Section A - INTER-SCHOOL MAIL SERVICE

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

Section B - USE OF FACILITIES

The Association may have the use of school buildings after school hours, provided proper application is made. Where custodial service or any other extra cost is incurred as a result of the Warren Administrators Association use of a school building such cost will be reimbursed to the Board by the Warren Administrators Association according to the schedule of charges approved by the Board.

ARTICLE IV ASSOCIATION RIGHTS (Continued)

Section C - USE OF EQUIPMENT

The Association shall have the right to use, for Association business, school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment when such equipment is not otherwise in use.

The Association shall pay the cost of all materials and supplies incident to such use and any repairs to the facilities and equipment which results from their use.

Section D - TIMES OF WAA BUSINESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.

Section E - ASSOCIATION MEMBERSHIP

1. Membership in the Association shall be open to administrators listed in Article I, Section A, regardless of age, color, martial status, national origin, race, religion, or sex.
2. Bargaining Unit members shall, within one (1) month following the beginning of their employment or the execution of the Agreement, whichever is later, as a condition of continued employment either:
 - a) Become members of the Association
 - b) Tender to the Association an amount of money or an authorization for deduction of a service fee which shall be forwarded to the Association. Such amount shall be verified and submitted in writing to the Board on or before thirty (30) days after the teachers report to work each year and notice of this shall be presented in writing
3. In the event a Bargaining Unit member does not join the Association or tender her/his service charge thirty days after the teachers report as required in subsection 2., b, above, such administrator shall be terminated from her/his administrative position at the end of the current semester provided the Association has complied with the following:
 - a) Fulfilling of its fiduciary obligations by sending written notice to the administrator that s/he has an obligation to pay dues or service charge, the reasonable date for such obligations, the amount of money, and to whom the payment is to be made. A copy of such notice must be sent to the Assistant Superintendent of Personnel/Employee Relations.

ARTICLE IV ASSOCIATION RIGHTS (Continued)

- b) Fulfilling of its responsibilities by sending written notice to the administrator (copy to the Assistant Superintendent of Personnel/Employee Relations) that such administrator has not fulfilled his/her obligation and that the Association is requesting the Board to terminate her/him.
- 4. The Association shall certify to the Payroll office in writing before December 10 of each year the amount of the service fee to be charged. The Association shall also certify to the Payroll office in writing before December 10 of each year that its internal procedures are in full compliance with applicable law for: a.) determining the amount of the service fee, b.) permitting members to challenge the basis for the fee, c.) escrowing amounts reasonably in dispute while such challenges are pending.
- 5. The Association cannot cause the discharge of a Bargaining Unit member for any reason other than failure to tender the dues or service fee to the Association.
- 6. A Bargaining Unit member may execute a written authorization to the Board for payroll deduction of Association dues or service fees.

The amount to be deducted shall be stated on a form for each employee signed by the employee and a representative of the Association. Deductions shall be made over the ten (10) pay periods immediately following receipt of such form. Dues deducted shall be remitted to the Association designee each month along with the names and amounts of those administrators from whose salaries the deductions have been withheld.

- 7. The Association agrees to indemnify and save the Board, each individual School Board member, and all administration not represented by the Bargaining Unit, harmless against any and all claims, demands, costs, suits, or other forms of liability and will pay one-half ($\frac{1}{2}$) the costs, if any costs, that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE V ASSOCIATION RESPONSIBILITY

Section A - WAA MEMBERS OBLIGATIONS

Bargaining Unit members in fulfilling their obligation to students, fellow professionals, community, other staff and the Board of Education shall act in a moral, legal, ethical, and professional manner in their dealings.

ARTICLE V ASSOCIATION RESPONSIBILITY (Continued)

Section B - OTHER GROUPS EVALUATION CHARGES

It is recognized by the Board and the Association that one of the most important functions of Bargaining Unit members is the evaluation of staff members. Therefore, WAA Directors or their designees will be involved whenever the Board negotiates any changes in the process or forms used in the evaluation of WEA members, or when the Board contemplates changes in the process or forms for evaluation for other work groups.

Section C - NO STRIKE CLAUSE

The Association will not engage in, authorize or encourage, either directly or indirectly, any concerted interruption of educational activities due to cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part by members of the Bargaining Unit for any reason, and no officer or representative of the Association or member of the Bargaining Unit shall be empowered to provide, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

ARTICLE VI REPRESENTATION

Section A - BARGAINING

In any negotiations neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or without the School District.

Section B - RATIFICATION

It is recognized that no binding contractual agreement between the parties may be executed without ratification by the Warren Consolidated Schools Board of Education and by the Association.

Section C - BARGAINING AUTHORITY/AGREEMENT SUPPORT

The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counter proposals and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Each bargaining team guarantees to the other that upon agreement at the table each will enthusiastically endorse acceptance to each of its constituents.

ARTICLE VII BOARD OF EDUCATION AND ASSOCIATION COMMUNICATIONS

Section A - INFORMATION

The Board agrees to furnish to the Association official financial records and other information necessary to the resolution of grievances and the collective bargaining process upon specific written requests setting

forth the reasons therefore.

ARTICLE VII BOARD OF EDUCATION AND ASSOCIATION COMMUNICATIONS (Continued)

Section B - QUARTERLY MEETING

Quarterly meetings are to be held between representative of the Association and representative of the Board of Education in the 2nd week of October, January, April, and June. More frequent meetings may be scheduled if needed.

Items to be discussed shall be submitted to each party at least five (5) work days before any scheduled meeting.

Section C - QUARTERLY MEETING PROCEDURES

All meetings and discussions will be general in nature and shall not circumvent any areas of communications or any authority of the Superintendent of Schools. The agendas may include items such as fiscal problems, construction programs, curriculum and instructional programs for the express purpose of establishing and updating information on current matters as well as future projections.

These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

ARTICLE VIII SENIORITY AND ASSIGNMENT

Section A - Seniority

1. Seniority will begin on the first date an administrator actually begins to work in a position under an administrative contract.
2. Tie breakers for seniority purposes will be:
 - a) The first tie breaker will be determined by the first day an employee has worked in Warren Consolidated Schools.
 - b) In the event of a continuing tie, the employee with the higher degree will hold the senior position on the seniority list.
 - c) When a similar degree status results in a tie, the date the degree was issued will be the determining factor, with the earlier date determining the more senior administrator.
3. Seniority shall be accrued within general groups as shown on Schedule A. General groups shall consist of elementary, secondary, non-instructional, and central office.

ARTICLE VIII SENIORITY AND ASSIGNMENT (Continued)

4. Any exempt administrator who is assigned to a Bargaining Unit position will be credited with seniority in the central office instructional group equivalent to the time spent as an exempt administrator in Warren Consolidated Schools. Newly hired exempt administrators, in the district as of August 1, 1986, who are not former bargaining unit members will not accrue seniority in the bargaining unit.
5. Administrators may have seniority in more than one general group.
6. A laid off WAA administrator, who is awaiting recall, will continue to gain WAA seniority. (Beginning 7/01/87.)

Section B - PROMOTIONS

Definition: Promotion shall mean the Board's selection of a qualified Bargaining Unit member to move from one position to another of a different title and higher weekly pay as listed on the Salary Schedule.

1. Opportunities for promotion shall be posted for a specified period. Requests of interest by Bargaining Unit members must be made in writing to the Superintendent during the posting period.
2. Any District administrator with three (3) years of successful experience shall, upon written request, be granted an interview with the appropriate director to review her/his professional growth prior to the filling of an administrative vacancy.
3. Administrative experience will be accepted in lieu of teaching experience in regulations regarding qualifications for building administrative positions.

Section C - NEW & CHANGED POSITIONS WITHIN THE BARGAINING UNIT

It is recognized that the Board may wish to change the scope of some positions in the Bargaining Unit and create new positions during the life of this Agreement. When such positions are created and the scope of the jobs are substantially changed, the Association will be advised of the changes and the reasons for the changes before such changes are implemented; the Board will bargain the wages of the substantially changed, or new position.

The Board will not assign work customarily performed by WAA members to non-WAA employees or sub-contract work presently performed by WAA members, except under the conditions listed below and that any position considered for elimination be achieved through attrition.

It is agreed that unit work proposed by the Board to be transferred from the WAA unit will be submitted to WAA representatives for study and review and will be subject to bargaining for a period of not less than thirty (30) days.

ARTICLE VIII SENIORITY AND ASSIGNMENT (Continued)

Should the parties after good faith bargaining be unable to reach agreement, the matter will be presented to the Michigan Employment Relations Commission for a final binding determination.

Section D - TRANSFER

Definition: Transfer shall mean the movement of a Bargaining Unit member from one position to another position which has similar or lower job grade as that currently occupied by the Bargaining Unit member and for which said member is qualified.

1. A Bargaining Unit member who is eligible for a transfer under terms of the definition above shall be given an opportunity to seek transfer to another position within the Bargaining Unit.
2. When an opening occurs, it shall be announced in writing to all Bargaining Unit members by posting for a period of fifteen (15) days.

Requests to the Board for transfer to the open position must be made during this time period.

3. All Bargaining Unit members who have requested transfer to the open position will receive equitable consideration with all applicants.
4. The following factors shall be considered by the Superintendent in all transfers:
 - a) Satisfactory job performance record.
 - b) Length and area of professional experience with the system.
 - c) Length and area of professional experience outside the system.
 - d) Applicable education or training for the job.
 - e) Recommendation of immediate supervisor over posted position.
 - f) Vocational certification is required for transfer to CPC principal and CPC assistant principal positions.
5. Each Bargaining Unit member requesting a transfer shall be informed in writing within sixty (60) work days the reason for the approval or denial of her/his transfer request.
6. If a Bargaining Unit member applies for a transfer and such request is denied, a conference with the Division Head will be scheduled upon the request of the Bargaining Unit member for the purpose of reviewing the reasons for the denial.
7. The entire Section of Transfer and only that Section, shall be subject to grievance only through the Third Step of the Grievance Procedure.

ARTICLE VIII SENIORITY AND ASSIGNMENT (Continued)

8. The transfer provision shall not apply when two or more building administrators, of equal classification, exchange responsibilities with the approval of the Superintendent and the mutual consent of the administrators.

Section E - TEMPORARY ASSIGNMENTS

The Association recognizes that when vacancies occur during the school year it may be difficult to fill them in accordance with the transfer policy outlined in Section D without undue disruption of the existing instructional program. If the Board so determines, such a vacancy may be filled on a temporary or tentative basis subject to the terms of this Agreement until the end of the normal school year. At that time the position will be considered vacant and transfer proceedings will take effect.

Section F - STAFF REDUCTIONS DUE TO DECLINING ENROLLMENTS

1. All secondary assistant principals shall be considered the same for the purposes of layoffs. Total building administrator staff will be reduced under the provisions of the Master Agreement to provide the appropriate number of vacant positions for the displaced principals.
2. The displaced building principals will have their choice of the buildings vacated.
3. The most senior displaced principal will request first, have first choice, the next most senior will request next, the second choice, etc., until all of the displaced principals are assigned.
4. If a building principal does not have sufficient seniority to remain in the salary pay level in the administrative group, s/he will be eligible to move to the next lower pay level group and repeat the process steps one through three above.
5. Other building administrators will be assigned according to steps one through four above following the assignment of building principals.
6. Redistribution of Central Office administrators will follow the above provisions, steps one through five.
7. Vocational certification is required for a move to CPC principal and CPC assistant principal positions.

ARTICLE VIII SENIORITY AND ASSIGNMENT (Continued)

Section G - INVOLUNTARY TRANSFERS

An involuntary transfer may be necessary for a number of reasons including, but not limited to declines in enrollment or building closures. In cases where the Board believes it is necessary to involuntarily transfer an employee to another lateral position it will meet with the Bargaining Unit Member and the appropriate WAA Directors to discuss the proposed transfer and the reasons for the transfer. When transfers involve more than one Bargaining Unit Member, the Board agrees to transfer volunteers first. The Board also agrees that any Bargaining Unit Member who volunteers or is involuntarily transferred will not be subject to transfer again for a period of (3) three years without their mutual consent.

Section H - LAYOFFS

If it is determined by the Board of Education that it is necessary to reduce administrative staff, at least 90 days written notice will be provided to all employees who's position may be affected. The Board will determine which positions will be reduced. Employees in the affected job classifications will be laid off by inverse bargaining unit seniority with the least senior employee being the first to be reduced. An employee who is displaced from his/her job through a reduction in force will be able to bump into another position within the bargaining unit if they have more bargaining unit seniority than the person holding such position, and have the certification, qualifications and experience to do the job without their transfer creating a significant disruption in the operation of the District. All employees who have been impacted by any reduction in force will have their salaries and benefits honored for the duration of their employment contracts. Thereafter, they will receive the salary and benefits as determined for their new position.

Section I - RETURN TO CLASSROOM

A Bargaining Unit member who returns (voluntarily or involuntarily) to the classroom as a teacher will receive salary and other conditions of employment under the provisions of Michigan Teacher Tenure Act.

Section J - PLACEMENT OF NON-CERTIFIED MEMBERS

Non-certified exempt employees can be assigned by the Superintendent to vacant positions for which they qualify within the Bargaining Unit.

Section K - RECALL

Recall will be by general group and in reverse order of layoff. All secondary assistant principals shall be considered the same for the purposes of recall. When a vacancy occurs, the position will be posted. If no one bids or is selected, then the most senior qualified laid off administrator will be assigned. Vocational certification is required for recall to CPC principal and CPC assistant principal positions.

ARTICLE VIII SENIORITY AND ASSIGNMENT (Continued)

Any administrator reduced in classification by the Board's action in fulfilling the layoff portion of the Contract (Article VIII, Section H) will hold that higher classification for recall purposes until such time as s/he has been placed in a post or refuses a post equal to the higher classification.

If a laid off administrator is given a temporary assignment, that person will be considered to be a WAA member. If s/he has paid dues to another unit, WAA dues shall not be required.

In recall, Bargaining Unit members will be notified by certified mail of available openings. Failure of the individual administrator to respond within (10) days after receipt of certified mail their intentions to accept the position or not accept the position shall relieve the Board of all obligations of employment to the administrator under this agreement. In no case is the Board obligated to hold a position open longer than thirty (30) days from the receipt of the letter.

ARTICLE IX EVALUATION OF BARGAINING UNIT ADMINISTRATORS

Section A - PROBATIONARY EVALUATIONS

1. The Board designates the Superintendent of Schools and any other administrator that s/he may select to evaluate all Bargaining Unit members. After completion of the probationary period, administrators will be evaluated every three (3) years, or more often at the discretion of the immediate supervisor.
2. The probationary period of newly hired administrators from within the district shall be for one (1) years. This probationary period may be extended for one (1) additional year providing the reasons for the extension are placed in writing and provided to WAA and the probationary administrator at least thirty (30) days prior to June 30 of the respective school year.
3. The probationary period of newly hired WAA administrators from outside the district shall be two (2) calendar years from the first work date. This probationary period may be extended for one (1) additional year providing the reasons for the extension are placed in writing to WAA and the affected administrator at least thirty (30) days prior to June 30 of the respective school year.
4. The Board's decision with regard to an extension of an administrator's probationary period shall be final provided the procedural requirements contained herein are met.

ARTICLE IX EVALUATION OF BARGAINING UNIT ADMINISTRATORS (Continued)

Section B - EVALUATION PROCEDURES

The evaluation of each member of the Bargaining Unit shall be discussed with the individual member, reduced to writing, and presented to the individual member at the time of the evaluation conference. The Bargaining Unit 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 and ethical manner.

Section C - JUST CAUSE

No member of the Bargaining Unit shall be disciplined, reprimanded, dismissed reduced in rank or compensation, or deprived of any professional advantage without just cause.

Section D - WAA EVALUATION INSTRUMENT

The current evaluation instrument will be used. However, if either the Board or the Association feels the instrument should be reviewed, an Administrative Evaluation Review Committee shall be established composed of three (3) Board representatives and three (3) Association representatives. This Committee shall review the evaluation criteria and evaluation instruments and submit appropriate recommendations for change. If no mutual agreement is reached on changes, then the current criteria and instrument will be used.

Race To The Top Statutory Compliance. The parties recognize that in January 2010 Michigan enacted legislation hereinafter referred to as Race to the Top, the goal of that legislation being the improvement of student achievement. Race to the Top recognizes the multiple legal obligations placed upon a school district, including the duty of collective bargaining; and recognizes that many factors contribute to student achievement. The statute contemplates the multiple educational stakeholders working cooperatively in implementing Race to the Top. These stakeholders include teachers, administrators, unions, the Board of Education and the Michigan Department of Education. The parties are committed that as the State of Michigan refines the requirements of this legislation, to find mutually agreed upon ways of achieving statutory compliance.

Section E - REVIEW OF FILE

A Bargaining Unit member will have the right upon request to the Personnel Department, to review her/his personnel file excluding confidential documents received before her/his hire.

Bargaining unit members shall receive a copy of any material placed in the personnel file except for confidential pre-employment items. All WAA members will have the rights as defined in the Bullard Plawecki, "Employee Right to Know Law".

ARTICLE X CURRICULUM AND INSTRUCTIONAL PROGRAMS

All committees having to do with the creation, development, review, modification, study or implementation of curriculum and instructional programs in the School District shall include, wherever possible, Bargaining Unit members in their composition.

The Association Officers will be provided with an opportunity to review any curriculum change prior to Board presentation, and afforded the opportunity to present its position to the Superintendent. The Superintendent's final recommendation to the Board will, if the Association desires, contain a report by the Association regarding their recommendations which will be included in the back-up material sent to the Board.

ARTICLE XI NON-COMPENSABLE LEAVES

Section A - MILITARY LEAVES OF ABSENCE

The Board of Education will grant non-compensable leave of absence to members of the Bargaining Unit for military service as governed by the Universal Military Training Act.

Section B - OTHER LEAVES (INCLUDING EDUCATIONAL LEAVES)

Other leaves may be granted by the Board of Education upon written application to the Board of Education stating reasons therefore.

It is agreed that each request will be judged on its merit. In determining each request, facts such as replacement costs, impact, timing, length of service, etc., will be considered.

For a leave of one (1) year or less, the position vacated will be filled temporarily until the administrator returns from leave.

Section C - ELIGIBILITY FOR LEAVE

Any Bargaining Unit member who has completed one (1) or more years of service in the School District as an administrator is eligible for a leave of absence.

Section D - REQUESTS FOR LEAVE

Requests for any leave of absence must be made in writing to the Personnel Department. These requests should specify the dates desired and should be submitted as soon as the circumstances requiring the leave are known.

Section E - STATUS DURING LEAVE

No credit or fringe benefits of any sort will be given for time spent on leave.

ARTICLE XI NON-COMPENSABLE LEAVES (Continued)

Section F - NOTIFICATION OF INTENT TO RETURN

The Bargaining Unit member shall notify the Superintendent of her/his intention to return to duty in the District thirty (30) days or more, prior to the termination of said leave. Any return prior to the termination of leave shall be with the approval of the Superintendent. Failure to provide written notice releases the Board of any further responsibility for reemployment.

Section G - TERMINATION OF LEAVE STATUS

The status of the Bargaining Unit member shall be changed to terminated if one of the following conditions occur:

1. The Bargaining Unit member accepts employment other than that for which the leave was granted.
2. The Bargaining Unit member fails to request return to work when the leave expires.
3. The Bargaining Unit member notifies the Personnel Department in writing that s/he wishes to terminate the leave.
4. The Bargaining Unit member ceases to engage in activity for which the leave was granted.

ARTICLE XII GRIEVANCE PROCEDURE

Section A - DEFINITION

A claim by a Bargaining Unit member, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this Contract and will be subject to the grievance procedure hereinafter provided.

Section B - TIME LIMITS

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

ARTICLE XII GRIEVANCE PROCEDURE (Continued)

2. Each grievance shall have to be initiated within seven (7) days of the occurrence of the cause for complaint. These days shall include only work days after notification of the Board to the Association or the grievant of the action which is being grieved.
3. All time limits specified herein shall consist only of work days within that group classification.

Section C - PROCEDURE

Informal Step 1

The parties acknowledge that it is most desirable for a Bargaining Unit member and her/his superior to resolve problems through free and informal communications. When requested by either party, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the Bargaining Unit member, then a grievance may be processed as follows:

Step 2

- a) If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing within five (5) days to the supervisor H.R. Office who will arrange a meeting within four (4) days. The Association's representative, the Board's representative and the grievant shall be present for the meeting.
- b) The Board's representative must provide the grievant with a written answer on the grievance within four (4) following the above meeting.

Step 3

- a) If the grievance is not satisfactorily resolved in Step 2, the Association shall refer the grievance to the Board's representative who will arrange within five (5) days, a meeting with the Association's Grievance Committee and the Board's representatives. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.
- b) Upon conclusion of the hearing, the Board will have four (4) days in which to provide their decision in writing to the Association.

Arbitration

If either party is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings.

ARTICLE XII GRIEVANCE PROCEDURE (Continued)

Section C - Procedure (Continued)

If neither party files a demand for arbitration within thirty (30) days of the date of the Board's Step 3 reply then the grievance shall be deemed withdrawn.

Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in the award such financial reimbursements as s/he judges to be proper. Each party shall bear the full costs for its side of the arbitration, and will pay one-half ($\frac{1}{2}$) of the costs for the arbitrator.

Section D - CHANGE OF GRIEVANCE STEPS

Provided both parties agree, Steps 1 and/or 2 of the grievance procedure may be bypassed and the grievance brought directly to the next Step. Contested dismissals will start at Step 3 of the grievance procedure.

By mutual agreement the Association's President or the Grievance Committee Chairman and/or the Board's representative may enter into the processing of the grievance at any level.

Section E - GRIEVANCE HEARINGS

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

ARTICLE XIII SALARY SCHEDULE

Section A - PRO RATA PAY

Changes in the work year will be reflected by pro-rata changes in salary computation based on stated weeks and weekly rate.

Section B - NON GRIEVABLE ACTION

During the administrator's probationary period, the grievance procedure cannot go beyond step 3.

Section C - PLACEMENT ON SCHEDULE A - INDEX FACTOR TABLE

1. Placement in Level is by title in the groupings shown in Schedule A. The index is derived from the following formula and is called the Average Daily Compensation (ADC). The ADC is derived in the following way:

ADC equals the current WEA Schedule A MA Max salary divided by 200.

ARTICLE XIII SALARY SCHEDULE (Continued)

Responsibility Factor (RF) equals the index factor as found on the corresponding placement level.

Compensation Days (CD) equals the Weeks in schedule A multiplied by 5.

Schedule A Salary equals the RF multiplied by ADC multiplied by CD.

2. Initial placement of newly appointed teachers to administrative positions shall be at the base salary; however, the Board shall have the discretion to place the newly appointed administrator on the step that comes closest to the previous teacher base pay plus the add-ons from WEA Schedules B and C.

Longevity, extra classes, and other add-ons will not be considered. The intent is to place the newly appointed administrator on the step which would provide for some gain in salary up to and including Step 5. Effective July 1, 1997, newly appointed administrators may be placed up to and including Step 6.

3. Initial salary placement of administrators with administrative experience is to be made by the Superintendent up to and including Step 4 based on similar prior experience. Effective July 1, 1997, newly appointed administrators may be placed up to and including Step 5.
4. Any bargaining unit member promoted within the unit shall receive an index number greater than the index number assigned to the position from which he/she was promoted.
5. Educational Attainment Preparation Factor

The bargaining unit member who has earned Ed.D./Ph.D. from an accredited college or university, shall receive a .04 add on to the assigned index factor.

Section D - ADVANCEMENTS IN STEPS

Annual advancements of one Step on the salary schedule shall take place on the first Monday in July and are subject to satisfactory performance, and are grievable.

Those who are initially employed after the commencement of their normal work year, shall receive pro-rata weekly increments calculated to the nearest whole dollar.

ARTICLE XIII SALARY SCHEDULE (Continued)

Section E - PAYCHECK OPTIONS

Salaries for less than fifty-two (52) week employees may be paid at the employee's option on the basis of twenty-one (21) or twenty-six (26) pays. Requests for the twenty-six (26) pay option must be processed annually when teachers are required to make such application. In years where there are twenty-seven (27) paydays; the option for twenty-six (26) divisions shall be converted to twenty-seven (27) divisions. The district has the right to implement electronic direct deposit options and electronic pay stub retrieval. Deposits will be made to the financial institution of the employee's choice subject to Electronic Clearinghouse requirements.

Section F - PAYDAY DURING RECESS

When a regular pay date falls during a school recess period, less than fifty-two (52) week administrators shall be paid for the payday on the last day prior to the recess.

Section G - PAYROLL DEDUCTIONS

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

1. U.S. Bonds
2. United Foundation
3. Credit Union
4. Tax Deferred Annuities
5. Association Dues

Section H - PAY RATE AT TEMPORARY POSITION

If for any reason an assistant must fill in for her/his supervisor, or any higher position within the Unit, s/he will be paid at the high rate for such periods after ten (10) consecutive work days retroactive to day one.

Section I - LONGEVITY

Longevity is included as part of the salary index within this agreement. No current member will be economically disadvantaged due to the calculation of the index.

Section K - TRANSITION ALLOWANCE

Due to the complexity of administrative positions and the need to allow for a seamless transition from one administrator to another, for the mutual benefit of staff and students, any administrator leaving a position within the district will be paid for transitional activities. The need for transitional time will be designated by the submission of a retirement/resignation notice by the employee six (6) months in advance. Transitional hours are to be logged by the administrator and submitted to their supervisor. Transitional hours may not exceed 12.5 total hours at \$80 per hour without prior approval of the immediate supervisor.

ARTICLE XIV CALENDAR

Section A - WORK YEARS

Bargaining Unit members employed for less than fifty-two (52) weeks will work the following work year:

Equivalent to a 46	week employee	218 days
Equivalent to a 45	week employee	213 days
Equivalent to a 44	week employee	209 days
Equivalent to a 43	week employee	204 days
Equivalent to a 42.6	week employee	202 days
Equivalent to a 42	week employee	199 days
Equivalent to a 41	week employee	194 days

Section B - PAY DURING STRIKES

No administrator will have her/his work year reduced because of interruptions caused by strikes by other employee groups or by other emergencies, except for layoffs, as outlined in Article VIII, Section H.

The Board reserves the right to make changes in work schedules when necessary and will discuss such change with the Association. Pay will continue on a regular bi-weekly basis regardless of schedule changes.

Community Education Administrators' schedules will be assigned by the appropriate supervisor and presented for the next work year by June 15 of each year.

ARTICLE XV FRINGE BENEFITS

Section A - INSURANCE AND REIMBURSEMENTS

All fringe benefits are considered to be 12-month benefits. They begin on the month that the employee reports to work.

1. Hospital/Medical Benefits: (or a comparable plan)

The Board will provide one of the following coverages for each full-time employee, spouse and eligible dependent:

BCBS Community Blue PPO "Buy Up" plan with 10/40 drug card which requires a contribution or BCBS Community Blue PPO "Core Plan" with no additional monthly cost to the administrator with a 10/40 drug card.

HAP enrollees pay 10% of the premium cost with a 10/40 drug card.

All Association members will receive a \$700 employer funded contribution to either the FSA or the DCA (Dependent Care Account).

In the event the Board of Education selects an insurance carrier other than those listed above, the Board will meet with the Union prior to such selection, show the policy and establish comparable coverage.

ARTICLE XV FRINGE BENEFITS (Continued)

2. Health Insurance Incentive Plan

Full-time employee who are eligible for medical coverage may elect to waive medical coverage in exchange for a \$250 monthly cash payment, subject to federal tax law amendments. To elect this option, the employee shall:

- File a completed Waiver Form;
- Provide satisfactory proof of health insurance through another plan.

Only one medical stipend will be provided per family to fund either the medical insurance coverage or the health insurance incentive provision.

3. Life Insurance

The Board shall provide life insurance in an amount equal to the nearest thousand dollars of twice the annual salary of the Bargaining Unit member with accidental death and dismemberment benefits. The minimum life insurance provided shall be \$10,000.

4. Disability Insurance

A Bargaining Unit member shall be eligible for unlimited sick leave on the following basis:

- a. The parties recognize that the use of sick leave benefits shall be exercised prudently and in good faith for personal illness, personal business, family illness, and bereavement. Where the Board has reason to believe that personal illness/disability days are being misused by a bargaining unit member, the Board may require the employee to verify the illness or disability. At the discretion of the administration, the bargaining unit member may be required to be examined by a physician selected by the Board pursuant to Board medical forms and procedures. The cost of such examination shall be borne by the Board.

Where the Board has reason to believe that leave day(s) taken for bereavement or personal business are not being used prudently and in good faith, the following process may be implemented:

A four (4) member committee composed of two (2) bargaining unit members to be selected by WAA and two (2) administrators to be selected by the Board shall be established to review all circumstances wherein the appropriate use of bereavement or personal business day(s) becomes an issue.

ARTICLE XV FRINGE BENEFITS (Continued)

The review process shall require the supervisor questioning the use of the bereavement or personal business day(s) to provide specific information as to why the employee did not exercise prudence or good faith in the use of such day(s). If two committee members find reason to believe that a question of proper use of a bereavement or personal business day(s) may exist, the bargaining unit member will be required to fully disclose and provide verification as to how the day(s) was used. Upon receipt of all pertinent information, the committee shall within thirty (30) days determine by majority vote the matter of employee entitlement to a bereavement or personal business day(s). Should the committee be unable to reach a majority decision within thirty (30) days, the issue will be resolved through arbitration.

The arbitrator's decision will be limited to the particulars of the case and the decision will be provided to the four (4) member committee for its consideration, but will not be introduced in subsequent arbitrations.

- b) If totally disabled by injury or illness, full salary up to six (6) consecutive months.
- c) If total disability continues beyond six (6) months, sixty percent (60%) of salary to a maximum benefit of \$5,000.00 per month integrated with other income from employer-sponsored sources, up to age 65, or at retirement, whichever occurs first.
- d) Insurance fringe benefits will be extended for one (1) year from the time the disability commences, with the exception of long term care.

5. Optical Insurance

Vision Care - The Board agrees to provide family optical insurance for full-time employees.

United Health Care formerly Spectera (or comparable at the same level of coverage as provided in the 2004-2005 school year)

6. Dental Insurance

The Board shall provide mutually agreed to coverage comparable to MESSA Auto Dental Plan for the Bargaining Unit members, spouses, and dependent children. (Annual maximum coverage \$1,500, Orthodontic lifetime maximum to \$1,700. This includes coverage for spouse.)

ARTICLE XV FRINGE BENEFITS (Continued)

7. Long-Term Care

The board will provide the opportunity for current administrators to keep their Long Term Care benefit as currently provided in the 2005-2008 contract. It is the sole responsibility of the administrator to pay the premiums for the benefit to be in effect. The district will offer new administrators the option of paying for this benefit if they would like to carry Long Term Health Care.

8. Insurance Exclusions

It is recognized by the Board of Education and the Association that insurance policies contain standard exclusions and limitations. It is therefore expressly understood that these provisions of the insurance policies shall prevail.

9. Liability Insurance

All bargaining unit members will be covered by liability insurance for the performance of their duties; this protection shall be the same as that for Board members.

The Board of Education will continue liability protection for retirees for the time that they were employees of the District until the statute of limitations expires.

10. Vandalism Reimbursements

The School District will pay for any school-related damage or vandalism to the administrator's automobile while on school property and while the administrator is conducting school business when the damage is not covered by the individual's insurance to a maximum of \$300.00 per incident.

11. Mileage Reimbursements

Administrators required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the IRS allowance rate.

12. Annuity

A \$3,500/year annuity will be provided by the Board for each administrator to be paid in two equal installments, one-half in the month of December, and one-half in the month of June. Any annuity amount will be prorated for those not working their full contract year.

ARTICLE XV FRINGE BENEFITS (Continued)

13. Flexible Spending Account

All Association members may elect to enroll in the WCS sponsored Flexible Spending Account (FSA). These dollars will be deducted by payroll and are not subject to Social Security Taxes (FICA), Federal or State Tax.

A FSA is used to reimburse you (In "before-tax") dollars using payroll deduction for health care expenses that are not covered by your (or another) benefit plan. The WCS annual benefit maximum is \$3000.

DEPENDENT CARE ACCOUNT

The Dependent Care Account (DCA) plan works like the Flexible Spending Account, except you use the DCA to pay (with "before-tax" dollars) eligible child and/or elder daycare expenses. Eligible expenses include daycare expenses you incur while you (and your spouse, if you are married) work. The annual benefit maximum is \$5000.

Section B - HOLIDAYS

The following holidays and all other days designated by the Superintendent as holidays shall be granted to fifty-two (52) week members of the Bargaining Unit:

Independence Day	Good Friday
Labor Day	Easter Monday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Christmas Eve Day
Martin Luther King Day	
Week days between Christmas and New Year's Day inclusive of Christmas Day and New Year's Day.	

Section C - VACATIONS

Non-cumulative vacations shall be granted to fifty-two (52) week Bargaining Unit members on the following basis:

10 working days after one year of District employment
15 working days after five years of District employment
20 working days after seven years of District employment
21 working days after fourteen years of District employment
22 working days after fifteen years of District employment
23 working days after sixteen years of District employment
24 working days after seventeen years of District employment
25 working days after eighteen years of District employment

ARTICLE XV FRINGE BENEFITS (Continued)

It is expected that when vacations are scheduled that the work will be planned accordingly to avoid interruption of services; no substitutes will be used for a member on vacation.

Vacation allowances are prorated from date of employment to July 1. Vacation days taken when school is in session are subject to the Superintendent's approval. Vacation credits may not be carried over from one year to the next. Any variances from these regulations must have the approval of the Board of Education.

If a fifty-two (52) week Bargaining Unit member terminates voluntarily and in good standing, s/he shall qualify for earned vacation days (on a prorated basis to date of termination) in computation of final pay.

If a fifty-two (52) week Bargaining Unit member terminates involuntarily or during her/his first year of administration, s/he shall not qualify for prorated earned vacation days.

Section D - JURY DUTY COMPENSATION

Administrators who are summoned for jury duty shall immediately notify the Human Resource Office. Association members will reimburse the District for Jury Duty Service pay.

Section E - RETIREMENT

Fifty percent (50%) cash surrender value shall be paid for frozen sick leave accumulated by the Bargaining Unit member prior to July 1, 1967, and shall be paid in a lump sum by the Board of Education upon the death of, or prior to the retirement of, the Bargaining Unit member provided s/he retires under either Social Security or the Michigan Public School Employees' Retirement Fund. Beginning with January 1, 1984, the cash surrender value shall be paid to any administrator who is eligible for full retirement, that eligibility being defined by the Michigan Public School Employees' Retirement System.

All administrators who retire from the Warren Consolidated Schools with at least ten (10) years of service and are eligible for a retirement benefit from the Michigan Public School Employees' Retirement System are eligible for the following benefits:

1. \$15,000.00 of Group Life (Accidental Death and Dismemberment will be discontinued) continued to age sixty-five (65). The \$15,000 will then be reduced to \$7,500.00 and remain in effect for the remainder of the retiree's lifetime.
2. Effective December 31, 2010, all current administrators employed by the district will no longer be provided reimbursement for medical premiums that are withheld from his/her pension upon retirement.

If the teachers do not negotiate the same sunset clause in the 2010 contract this provision will revert to the same language as negotiated in the teacher's contract.

ARTICLE XV FRINGE BENEFITS (Continued)

3. Dental Insurance

A retired member may elect to remain on dental insurance coverage under the following conditions:

- a) Such election shall be effective with the first month of retirement continuous through no less than 24 consecutive months. Present retirees must notify election of coverage within sixty (60) days of ratification of this contract.
- b) The premium shall be paid to the Board on a 6-month, in advance basis.
- c) If a member fails to pay the premium through 24 months, then the Board will withhold monies due the member under Article XV, Section E, until all costs are covered.
- d) The coverage shall be the same as that for active Bargaining Unit members.
- e) At the end of the Agreement, this coverage will be reviewed and either party may decide to cancel this coverage.

ARTICLE XVI WORKING CONDITIONS

Section A - INSERVICE

WAA will be encouraged and allowed to develop in-service session(s) for its members which will be part of the District full day teacher in-service. The session(s) will deal with new and improved methods needed in performing administrative duties.

Section B - CONFERENCE

Permission to attend conferences/meetings without loss of salary during work time is to be secured through one's immediate supervisor and/or appropriate Associate/Assistant Superintendent.

Attendance with or without expense reimbursement will be subject to approval as indicated above.

The Board agrees to provide upon application the necessary funds for Bargaining Unit members who desire to attend select professional conference meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board. A Bargaining Unit member attending such conference meetings shall be granted sufficient leave time to attend without loss of compensation. All Bargaining Unit members shall be entitled to attend a minimum of one (1) state conference/meeting per year.

ARTICLE XVI WORKING CONDITIONS (Continued)

Conference expenses allowed:

1. Transportation (administrators are expected to select a plan which is the most economical to the school District.)
 - a. Fare on a scheduled commercial air flight.
 - b. Reimbursement for mileage at the current scheduled rate.
2. Lodging - at conference rate.
3. Actual cost of meals as limited by conference form guidelines.
4. Conference or workshop registration fees.
5. Miscellaneous costs:
 - a) Transportation
 - b) Gratuities
 - c) Parking
 - d) Telephone
6. Expense reports, together with receipts for such expenses, must be submitted to the immediate supervisor who approved the request, within two (2) weeks following conference attendance.

Section C - STAFF ASSIGNMENT

Each building principal or her/his designee has the authority to make a determination regarding each teacher's assignment within her/his building. Such assignment shall be made in accordance with any other collective bargaining agreement which the Board has entered into prior to this Agreement and which speaks on the subject of assignment, work schedules, or transfer.

Assignment of special education personnel and general education specialists will be made by mutual agreement of the building principal, central office instructional administrator. and the involved director. Where assignments cannot be mutually agreed to, final determination will be made by the Superintendent of Schools.

In order to ensure sufficient staff to serve the students and maintain the administrator's present working conditions, the District will not reduce the ratio or eliminate counselors as a result of changing the grade structure.

Section D - PUPIL ASSIGNMENT

The Board of Education recognizes that it is the responsibility of the building principal to determine the best assignments, including grade placement, for pupils within her/his building. Where assignments cannot be mutually agreed to by the building principal and her/his supervisor, final determination will be made by the Superintendent of Schools.

ARTICLE XVI WORKING CONDITIONS (Continued)

Section E - STATEMENT PHONE AND OFFICE USE

The District will provide, upon request by the administrator, a statement indicating the administrator's obligation to provide a phone and office space in his home and the extent thereof.

Section F - SCOPE OF JOB

The services of Bargaining Unit members are considered to be of a professional nature, and except in an emergency situation, Bargaining Unit members will not be required to function outside the normal scope of their jobs.

Section G - ADDITIONAL HELP

When a WAA member is out for a period of more than ten (10) consecutive work days, additional administrative help will be assigned to the building. This does not include vacation days for 52 week employees.

Section H - STATE CERTIFICATION REQUIREMENTS

The Board will reimburse Bargaining Unit members for successful completion of course work or in-service programs which are required by the State of Michigan for maintaining State-required certification.

ARTICLE XVII VALIDITY OF AGREEMENT

Section A - MODIFICATION OF CONTRACT

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

Section B - INVALIDATION OF CONTRACT PORTIONS

Should any Article, Section or clause of this Agreement be declared invalid by a court or competent jurisdiction, said Article, Section or clause as the case may be shall automatically be 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.

Section C - SUPERSEDING - RULES AND REGULATIONS

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

ARTICLE XVIII DURATION OF AGREEMENT

This Agreement shall be effective as of July 1,2009 and shall remain in full force and effect until June 30,2012.

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party notice, by registered mail, of its desire to terminate, modify, or amend this Agreement. Upon receipt of this notice the parties will promptly make arrangements to commence negotiating a successor Agreement. In the event that neither party gives notice to the other of its intention to terminate, modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly from year to year thereafter with the same notification requirements.

ARTICLE XIX INTERIM AMENDMENTS

In the event both parties wish to amend this Agreement, such agreed upon amendment(s) shall be subject to ratification by the Board and the Association provided that both parties shall be empowered to effect temporary accommodations to resolve problems.

SCHEDULE A - INDEX FACTOR TABLE

SALARY STEP	1	2	3	4	5	6	7	8 TO 10	11 TO 15	16 TO 20	21 TO 25	YEARS
ELEMENTARY												WEEKS
Elementary Principal	0.9069	0.9436	0.9875	1.0252	1.0854	1.1599	1.1961	1.2161	1.2361	1.2561	1.2761	42.6
Elem. Asst. Principal	0.8457	0.8768	0.9125	0.9594	1.0074	1.0686	1.0997	1.1197	1.1397	1.1597	1.1797	41
Elem. Asst. Principal/Curr.	0.8494	0.8809	0.9176	0.9629	1.0100	1.0759	1.1075	1.1275	1.1475	1.1675	1.1875	43
CENTRAL OFFICE												
Comm. Educ. Specialist	0.8452	0.8768	0.9135	0.9594	1.0074	1.0686	1.0997	1.1197	1.1397	1.1597	1.1797	43
Dir. Athletics & Facilities	0.8640	0.9069	0.9436	0.9808	1.0252	1.1135	1.1461	1.1661	1.1861	1.2061	1.2261	46
Asst. Dir. Sec. Educ..	0.9309	0.9712	1.0181	1.0635	1.1099	1.1925	1.2282	1.2482	1.2682	1.2882	1.3082	45
Asst. Dir. C&C Educ.	0.8472	0.8783	0.9196	0.9609	1.0043	1.0772	1.1094	1.1294	1.1494	1.1694	1.1894	46
Adm. of Support Serv.	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	46
Asst. Volun./Spec. Prog.	0.4228	0.4407	0.4621	0.4805	0.5060	0.5544	0.5713	0.5913	0.6113	0.6313	0.6513	46
Adm. of Partnerships	0.4228	0.4560	0.4621	0.4805	0.5060	0.5544	0.5713	0.5913	0.6113	0.6313	0.6513	46
Tech. Support Serv.	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	45
Supv. Trade & Ind. Ed.	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	45
Supv. Bus & Coop Educ.	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	45
Supv. Special Educ.	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	43
Coord. Comm. Services & School Relations	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	46
Dir of Com. Serv.	0.8640	0.9074	0.9441	0.9803	1.0262	1.1135	1.1461	1.1661	1.1861	1.2061	1.2261	46
Dir of Curriculum	0.8850	0.9252	0.9655	1.0053	1.0507	1.1405	1.1747	1.1982	1.2182	1.2382	1.2582	44
Supv. Of Curriculum	0.8549	0.8870	0.9252	0.9681	1.0140	1.0869	1.1191	1.1391	1.1591	1.1791	1.1991	43
Program Admin/Warren Acad.	0.8656	0.9074	0.9451	0.9844	1.0283	1.1160	1.1492	1.1692	1.1892	1.2092	1.2292	43
K-12 Adm. of Lang. Acquisition	0.8000	0.8311	0.8668	0.9065	0.9504	1.0116	1.0427	1.0627	1.0827	1.1027	1.1227	45
Adm. of State & Federal Prog.	0.8000	0.8311	0.8668	0.9065	0.9504	1.0116	1.0427	1.0627	1.0827	1.1027	1.1227	52
Adm. of Assessment and Acct.	0.8656	0.9074	0.9451	0.9844	1.0283	1.1160	1.1492	1.1692	1.1892	1.2092	1.2292	46
NON INSTRUCTIONAL												
Supv. Architect	0.7829	0.8197	0.8528	0.8977	0.9339	1.0104	1.0395	1.0595	1.0795	1.0995	1.1195	52
Mgr. Aux. Serv.	0.6738	0.7013	0.7299	0.7590	0.7896	0.8212	0.8543	0.8743	0.8943	0.9143	0.9343	52
Director Transportation	0.6738	0.7013	0.7299	0.7590	0.7896	0.8212	0.8543	0.8743	0.8943	0.9143	0.9343	52
Food Serv. Supervisor	0.5651	0.5942	0.6264	0.6575	0.6804	0.7437	0.7661	0.7861	0.8061	0.8261	0.8461	44
Acct. Supervisor	0.5478	0.5733	0.5937	0.6156	0.6519	0.7110	0.7324	0.7524	0.7724	0.7924	0.8124	52
Coord. Computer Serv.	0.5651	0.5942	0.6258	0.6580	0.6809	0.7432	0.7656	0.7856	0.8056	0.8256	0.8456	52
Dir Inf Systems	0.6738	0.7013	0.7299	0.7590	0.7896	0.8212	0.8543	0.8743	0.8943	0.9143	0.9343	52
Payroll Supervisor	0.4805	0.4968	0.5162	0.5376	0.5626	0.6187	0.6376	0.6576	0.6776	0.6976	0.7176	52
Operations Supv.	0.4993	0.5141	0.5310	0.5539	0.5794	0.6371	0.6570	0.6770	0.6970	0.7170	0.7370	52
Transportation Supv.	0.4993	0.5141	0.5310	0.5539	0.5794	0.6371	0.6570	0.6770	0.6970	0.7170	0.7370	52

Asst. Supv. Food Serv.	0.4228	0.4407	0.4621	0.4805	0.5060	0.5544	0.5713	0.5913	0.6113	0.6313	0.6513	44
Dir of Food Serv.	0.5738	0.6019	0.6350	0.6677	0.7023	0.7386	0.7768	0.7968	0.8168	0.8368	0.8568	52
Supv. of Student Ser.	0.4993	0.5141	0.5310	0.5539	0.5794	0.6371	0.6570	0.6770	0.6970	0.7170	0.7370	52
Supv of Pupil Accounting	0.5651	0.5942	0.6258	0.6580	0.6809	0.7432	0.7656	0.7856	0.8056	0.8256	0.8456	52

SALARY STEP	1	2	3	4	5	6	7	8 TO 10	11 TO 15	16 TO 20	21 TO 25	YEARS
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SECONDARY

High School Principal	1.0237	1.0344	1.0757	1.1191	1.1660	1.2547	1.2859	1.3059	1.3259	1.3459	1.3659	45
CTE Director	1.0237	1.0344	1.0757	1.1191	1.1660	1.2547	1.2859	1.3059	1.3259	1.3459	1.3659	45
JH/MS Principal	0.9319	0.9722	1.0176	1.0635	1.1099	1.1930	1.2282	1.2482	1.2682	1.2882	1.3082	44
HS Asst. Principal	0.8850	0.9252	0.9655	1.0053	1.0507	1.1405	1.1747	1.1947	1.2147	1.2347	1.2547	43
CPC Asst. Principal	0.8656	0.9074	0.9451	0.9844	1.0283	1.1160	1.1492	1.1692	1.1892	1.2092	1.2292	43
JH/MS Asst. Principal	0.8656	0.9074	0.9451	0.9844	1.0283	1.1160	1.1492	1.1692	1.1892	1.2092	1.2292	43
Dir of Spec. Prog.	0.8850	0.9252	0.9655	1.0053	1.0507	1.1405	1.1757	1.1957	1.2157	1.2357	1.2557	44

SCHEDULE B

SUMMER SCHOOL PRINCIPAL (K-5)

\$293 PER DAY

SUMMER SCHOOL PRINCIPAL (6-12)

\$293 PER DAY

ROBOTICS

\$5000 STIPEND

IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures; enter into on this 24th day of June, 2010.

WARREN CONSOLIDATED SCHOOLS
BOARD OF EDUCATION

THE WARREN ADMINISTRATORS'
ASSOCIATION

Loretta A. Crow, Board President

Shirley Matuszewski, President

Sherry Brasza, Board Secretary

Steve Bigelow, Vice President

Robert D. Livernois, Ph.D.
Superintendent of Schools

Annette Lauria, Secretary

Diane E. Szalka, Ed.D.
Chief Human Resource Officer

Amy Hendry, Treasurer

Ellanore E. Evans,
Executive Director of Employee Services

John Roeck, Non-Instructional Director

Susan Pitrone,
Executive Administrator
To The Superintendent

Marianne Ochalek, Central Office Director

Robert Carlesso,
Chief Financial Officer

Keith Karpinski, Elementary Director

Brian Walmsley,
Chief Academic Officer

Jennifer Davis, Elementary Director

Robert Shaner, Ph.D, Secondary Director

Douglas Babcock, Secondary Director

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