

**A G R E E M E N T**

**BETWEEN**

**NORTHWEST COMMUNITY SCHOOLS OF JACKSON COUNTY,**

**and**

**THE NORTHWEST ADMINISTRATOR'S ASSOCIATION**

**from**

**JULY 1, 2012 to JUNE 30, 2013**

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Agreement

2012-2013

This agreement entered into on this ( \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_\_) between the Northwest Community Schools and the Northwest Administrators' Association.

Whereas the Northwest Board of Education and the Northwest Administrator's Association recognize that the provision of a quality education for the children of the Northwest Community Schools is their mutual aim.

Whereas the quality of such education depends upon the establishment of a spirit of cooperation and mutually satisfactory relations between the parties involved.

The following mutual agreements have been established:

I. Recognition

- A. Pursuant to the provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, the Board of Education of Northwest Community Schools hereby recognizes the Northwest Administrators' Association as the exclusive bargaining agent for all Principals, Director of Alternative and Community Education, Assistant Principals, and Athletic Director employed or to be employed at any future time.
- B. The Board and the Association agree that neither shall unlawfully discriminate against any bargaining unit member or applicant for employment because of race, color, religion, national origin or ancestry, age, sex, marital status, height, weight, handicap or union membership.

II. Board of Education

The Board of Education hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the constitution of the State of Michigan. The exercise of such shall be limited only by the express terms of this agreement and then only to the extent that these terms are in conformance with the constitution and laws of the State of Michigan and the United States.

III. Qualifications of Administrators

Administrators who are hired new to the district shall meet the requirements of 380.1246 of the Michigan School Code where applicable.

In filling administrative positions, the Board shall consider professional qualifications, certification, backgrounds and attainments as well as previous service to the district in the case of all applicants. All qualified Association Administrators who apply for a vacant position shall be interviewed.

The Association shall have the opportunity to have representation of at least one Association member on an administrative selection committee if a committee is implemented. However, it is recognized that the filling of such positions is the prerogative of the Board and its decision is final.

IV. Rights of Administrators and the Association

- A. The Board recognizes that it is essential that adequate office facilities be provided in each building to establish a business-like, educational atmosphere. The parties may confer from time to time relative to the improvement of such facilities.

- B.
  - 1. Upon recommendation of the Superintendent, bargaining unit members may be offered a multiple year contract. Recommendation for such contract shall be contingent on performance reviewed by the Superintendent, based on criteria developed by the Superintendent and communicated with the membership.
  - 2. Administrator's receiving unsatisfactory performance reviews will receive an Individualized Development Plan prior to the commencement of the contractual year. Review of the status of performance will be monitored throughout the year with a calumniating evaluation conducted prior to March 1 of the contractual year.
  - 3. The Board may terminate the individual employment of a bargaining unit member by giving Notice that the bargaining unit member's individual contract will not be renewed with Michigan Compiled Law (380.1229).
- C. The Board agrees to make payroll deductions upon written authorization of any Administrator for School Employees Credit Union, approved tax sheltered annuity programs, United Way Fund, additional insurance coverage's by approved carriers or for any other purposes approved by the Association. No change in deductions will be allowed except by written authorization from the Administrator at least two weeks prior to the change.
- D. The Board shall include the Association in discussion regarding the change of school hours and the school calendar. The Board shall confer with the Association prior to the adoption or change in building budgets.
- E. During the regular terms of employment it is expected that all Administrators will devote their full time and energies to their school duties.
- F. No Administrator shall be given a classroom assignment without consultation with him/her prior to the assignment being made.
- G. The Board agrees that each principal and director shall have the opportunity to interview and make recommendations concerning secretarial, adult aides, coaches, and instructional staff being considered for assignment to his/her building or department. The final decision shall be made by the Superintendent.
- H. Working hours outside of the days when school is in session is to be determined by the Superintendent in consultation with each Administrator.
- I. The Board agrees to pay 100% of the dues to the appropriate regional, state and national Principals Association for those Administrators joining such organization.
- J. Any case of assault upon an Administrator shall be promptly reported to the Board or its delegated representative. The Board will provide legal counsel to advise the Administrator of his/her rights and shall render all reasonable assistance to the Administrator in connection with the handling of the incident by law enforcement and judicial authorities.
- K. The Board will reimburse the Administrators for any loss, damage or destruction of personal property suffered while on duty on school property or on school premises when such loss or damage is not the result of negligence on the part of the Administrator. Such reimbursement shall be made up to three occurrences per year.
  - 1. Assault or result of physical force used upon the Administrator.
  - 2. Theft from the Administrator.

3. Malicious destruction of the property of the Administrator.

However, if reimbursement for such damage or loss or destruction is otherwise covered by a policy of insurance the Board shall not be liable.

- L. Each building principal shall have the right to recommend each staff member's assignment within his/her building. Such recommendation shall be made in accordance with Board policies and any applicable collective bargaining agreement covering said staff member. It is agreed that any formal complaint by a staff member regarding his/her assignment shall not proceed above the building level except through a recognized grievance procedure.
- M. The Board and the Association agree that Administrators shall not be disciplined or reprimanded for the violation of policies and administrative procedures that have not been reasonably communicated to them. The Board shall inform Administrators in writing of Board Policies and administrative procedures.
- N. The Board and the Association recognize that Administrators should be assigned to areas of prime responsibility. There are however, times when an Administrator may be assigned to more than one building or educational program based upon financial constraints and/or design in the district. The Board agrees that such expansion of the Administrators prime responsibility will be discussed with the Association and the Administrator involved before implementation.
- O. Temporary assignments: Vacancies may be filled during the school year by the Superintendent on a temporary basis with current Administrators or with temporary or interim personnel outside of the NWAA. It is recommended that temporary assignments not exceed one school year. A current NWAA Administrator transferred to a temporary assignment that exceeds 30 working days shall be paid at the base rate for that position or his/her normal wages, whichever are greater with wages retroactive to the first day as designated by the Superintendent.

V. Sick Leave

- A. Sick leave will be granted at the rate of one and two-tenths (1.2) days per month or major portion of a month worked accumulative to a maximum of 105 days for the reasons listed below. At the beginning of each school year, the anticipated number of sick leave days for that year will be added to the number previously accumulated. A deduction in pay will be made if more days are used than are earned. Newly hired Administrators will receive a bank of thirty (30) sick days at date of hire to be replaced by the Administrator over a period of three (3) years before additional days are earned. If an Administrator leaves the employ of the District prior to replacement of the thirty (30) days, any days used in excess of the number earned shall be deducted from his/her final pay.

Sick leave days may be used by the Administrator subject to the following provisions.

- 1. Sickness or injury of the Administrator.
- 2. A maximum of three (3) days per occurrence in case of serious illness in the immediate family, child born to wife, or surgery for an immediate family member. Further leave may be granted at the discretion of the Superintendent.
- 3. Up to five days per occurrence in case of death in the immediate family. Three of which will not be charged to sick leave. These days available at time of death only.

4. One day per occurrence for family emergency, pallbearer duties, marriage or graduation in the family, required court appearance, doctor and dental appointment, and funerals other than in the immediate family.
  5. One day per year not to be deducted from sick leave for the death of a friend or relative other than immediate family. One additional day per death of a close friend or relative other than immediate family may be granted and deducted from sick leave.
  6. Any other related reason approved in advance by the Superintendent of Schools.
  7. Immediate family is defined as: Mother, Father, Brother, Sister, Wife, or Husband, Son or Daughter, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Daughter-in-law, Son-in-law, Grandparents, Grandchildren, Stepmother, Stepfather, and Stepchildren.
- B. The Administrator or his or her secretary shall call the office of his immediate supervisor on or before 8:00 A.M. of that day to report a use of sick leave or, should such leave be desired during the day, the office of his immediate supervisor shall be notified prior to the departure of the Administrator.
- C. If an Administrator plans on being away from the building for a period of two hours or more during any one day for any other reason, the Administration Office shall be notified. Administrators other than principals, who are assigned to a specific building, shall notify their building principal instead of the Administration Office.
- D. It shall be the responsibility of the Building Principal to record absences of Administrators in his building on the form provided for this purpose and to submit the completed form to the Business Office every two weeks.
- E. Failure to comply with B. or C. above may result in a conference between Superintendent and the Administrator to determine what action, if any should be taken.
- F. Absence due to injury or illness covered by Workers' Compensation incurred in the course of the employee's employment shall not be charged against the employee's personal sick leave for the first seven and five tenths (7.5) workdays of such absence. Following this period, the employee may choose "1" or "2".
1. An employee eligible for Workers' Compensation benefits will receive those benefits provided in accordance with the act exclusively.
  2. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Workers' Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate.

VI. Personal Leave

Each Administrator will be allowed three (3) personal leave days per year to take care of personal business, which cannot be handled except during regular working time. Such leave shall be requested on regular leave forms supplied by the school district and shall be filed with the Superintendent at least 48 hours prior to the commencement of the leave. In case of emergency, this advance notice may be waived by the Superintendent. Any unused personal leave days will be added to accumulated sick leave at the completion of the Administrator's annual working year.

VII. Leaves of Absence

A. General Provisions

1. All requests for leaves of absence shall be applied for and granted or denied in writing. Requests and responses shall specify the reasons for the leave and the beginning and ending dates requested or granted. The maximum initial term of a leave shall not exceed one (1) year; however, the Board may extend the leave for up to one additional year. Normally beginning and ending dates shall correspond to a normal breaking period in the school calendar.
2. Administrators desiring to return from a leave during the school year shall notify the Board at least forty (40) school days prior to the desired date of return. Notice for those wishing to return at the beginning of their next work year shall notify the Board by April 1 preceding their desired date of return.
3. There is no guarantee that an Administrator will be returned to a specific assignment if a leave exceeds fifty-two (52) calendar weeks or occurs in more than one fiscal school year. The Board will make every effort to place Administrators returning from leave of more than fifty-two (52) calendar weeks, or a leave extending into two fiscal years, in a position comparable to that held prior to the leave. In case there is no position available for which he is qualified, or if the Administrator is unwilling to accept the position offered by the Board, the Board may extend the leave for up to one additional year.
4. In cases of leaves, salary credit shall be given for major portions of semester worked.
5. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

B. Short term leaves with pay without sick leave deduction

1. Time lost due to compensable injury under Workman's Compensation Policy until the loss of time provision of the policy takes effect.
2. When required to serve as a juror the Administrator will be paid the difference between the regular pay amount and the amount received as a juror.
3. Visitations, conferences, etc., approved by the Superintendent.
4. Serving as a participant in legal proceedings involved with the Administrators employment or the School District, except in any case where the Administrator or NWAA is the adverse party or Plaintiff and the School District is the Defendant.

- C. Long term leave without pay or other benefits
  - 1. Maternity or adoptive leave.
  - 2. Personal health or incapacity, either self proclaimed or established by the Northwest Board of Education.
  - 3. Serious family illness.
  - 4. Professional improvement. Credit on the salary scale will be granted for the time on leave.
  - 5. Other reasons as approved by the Board of Education.

VIII. Terminal Leave/Retirement

- A. In case of death or severance a \$300.00 terminal leave payment for each year of service to the Northwest Community Schools will be made the Administrator or their estate. In the case of retirement under the Michigan Retirement Act, a payment of \$400.00 for each year of service to the Northwest Community Schools will be made to the Administrator. In case of layoff, this payment may be paid to the Administrator upon his/her request but must be repaid if the Administrator is re-employed by the district as a condition of re-employment.

To be eligible the Administrator must have a minimum of ten (10) years of administrative/teaching experience in the Northwest Community Schools.

IX. Professional Growth

- A. The parties agree that programs of professional growth are essential to ensure the best administration of the district. Each Administrator shall submit a proposed Plan for Professional Development within two weeks of the commencement of the Administrator's contractual work year as specified in Appendix A of this agreement.
- B. Any Administrator who engages in a program of professional growth as required for certification/licensure shall be permitted to arrange his/her working hours to accomplish the same as long as he/she is otherwise able to perform his/her duties and responsibilities, provided that said arrangement is submitted to the Superintendent and receives his/her approval.
- C. An allowance of not less than one thousand six hundred (\$1,600) shall be established for each full-time bargaining unit member. This allowance shall be available to offset costs of conferences (local and national), educational program tuition reimbursement, and to acquire materials and/or purchase equipment to support administrative growth and development. Conference, and educational tuition reimbursement, shall be anticipated in the Plan for Professional Development approved by the Superintendent. Any property procured with this allowance shall become the property of Northwest Community Schools. Administrators may attend a state convention or workshop each year and a national convention every other year, subject to approval by the Superintendent. All monies per this clause must be processed by May 1 of the current school year. Portions of this allowance may be carried over to successive years. Such carry-over shall be anticipated in the Administrator's Plan for Professional Development and shall require the approval of the Superintendent.



X. Grievance Procedure

Any claim by an Administrator that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, as written, may be processed as specified below.

A. General Principles

1. A "complaint" is an alleged violation, misinterpretation, or misapplication of the express provisions of this Agreement. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.
2. The "Grievant" is the party asserting the claim.
3. The term "days" shall mean calendar days, unless otherwise specified.
4. The Association will furnish the Employer with the names of its representatives and alternates and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing.
5. The failure of an aggrieved person to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
6. The failure of the Superintendent, designee, or Board to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.
7. The number of days indicated at each level shall be considered, as a maximum and effort should be made to expedite the process.

B. Grievance Procedure

1. In the case of an Administrator who has a complaint based on the alleged violation of this agreement, he/she shall first discuss this complaint with the Superintendent or designee within the ten (10) calendar days of the alleged violation.

Level I

2. If the problem is not resolved through informal discussion, the Administrator may file a written grievance through the Association with the Superintendent or designee within fifteen (15) calendar days after the alleged violation.
3. Within seven (7) calendar days after the written grievance is filed, unless mutually agreed otherwise, the Superintendent or designee shall meet with the grievant and a representative of the Association to attempt to arrive at an agreeable solution. The Superintendent or designee shall render a written decision no later than seven (7) calendar days following the meeting.

Level II

4. If the Level I decision is unsatisfactory to the Grievant and the Association, it may be appealed within three (3) calendar days to the Board of Education.

5. The Board or a committee of the Board shall meet with representatives of the Association within twenty (20) calendar days of such written appeal to attempt to resolve the dispute and shall give its decision in writing to the Association within seven (7) calendar days of this meeting.

### Level III

6. If the Association believes a grievance still exists, it may refer the grievance to arbitration, provided that notice to refer the matter is given to the Board within ten (10) days from the date of the written decision of Level II.

Within fifteen (15) days after the date of the written request for arbitration, a designated representative of the Board and the Association or its designated representatives shall make every reasonable effort to agree on a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, within the time period set forth herein, the Association shall within thirty (30) days file a request with the American Arbitration Association to submit a list of qualified Arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the Association, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon the alleged violations of the express provisions of the Agreement and to determine disputes involving the application or interpretation of such express provisions. The arbitrator shall construe this Agreement in a manner, which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the employer where the employer is given discretion by the terms of this Agreement or by the nature of the area in which the employer was acting. No evidence shall be introduced in any arbitration hearing, which has not been previously presented to the other party. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator shall have no power or authority to award compensatory or punitive damages (except compensatory damages may be awarded for an improper termination); issue a back pay award for a period to exceed ten (10) days prior to the date the grievance was filed; establish wage schedules; rule on an issue involving employee evaluation; or interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief, such as tenure and employment discrimination matters. The arbitrator shall have no authority to reinstate in the event of a grievance regarding the termination of employment. The sole and exclusive remedy for an improper termination shall be monetary damages.

7. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participant, if any.

8. The fees and expenses for an arbitrator shall be shared equally by the parties and no claim for reimbursement for wages shall exceed the amount the grievant or grievance would otherwise have earned during the period of time the grievance was in existence.

XI. Continuity of Operations

- A. Since it is expected by both parties that all Administrators work together as an administrative team, the Association agrees that each member will make every effort to keep schools open and provide an educational program for all students should work stoppages be instituted by any other group of employees. As professionals, they agree that any disputes will be settled in conference or through the grievance procedure and that they will not engage in any form of work stoppage or slow-down.
- B. The Association acknowledges that among the rights reserved to the Board is the authority to curtail programs including the establishment of partial-day sessions, and to reduce the professional administrative staff in the school district and any of its schools, particularly when such action is necessitated by reason of an insufficiency of operational revenues available to the Board or by reduced enrollments.
- C. In the event that it becomes necessary to reduce the number of Administrators through layoff from employment by the District, then the Administrators with the most service within the district who are certified and qualified to staff the positions kept active shall be retained. The term qualified in this article shall be determined by experience and/or educational background for the position in question and the official job description for that position.
- D. The Superintendent may change or amend the assignment of individual Administrators, within their qualification, and certification when there is a valid financial or educational reason to do so. If any Administrator is assigned teaching responsibilities his remaining administrative responsibilities shall be reduced. Such proposed changes will be discussed with the Association and the individual Administrator involved at least thirty (30) days prior to the change taking effect.
- E. Whenever any reduced or discontinued administrative position is reinstated as a full time position, the Administrator who held the position would be reassigned the full time position if he is currently employed by the District. If he is not currently employed by the District at that time, the Association will be notified of the reinstated position and any laid off Administrator will be given ten (10) days to apply for the position. The applicant will be expected to be available within two (2) weeks after receiving notice of his rehire. A two (2) year limitation on employment rights under this section shall apply.

In case of newly created Administrative positions, the Association will be notified and all Administrators currently employed or on layoff will be given ten (10) days to apply for the position(s).

## XII. Reopening of Contract and Future Negotiations

- A. Either party to the contract may request a meeting with the other for purpose of clarifying or amending or discussing the application of the contract at any time during the term of the contract. Through a mutually agreeable letter of understanding or amendment developed in such a meeting the contract may be clarified or amended.
- B. If either party desires to amend and/or terminate this agreement, it shall, at least 120 days prior to the stated termination date, give written notification of same and negotiations shall commence within thirty (30) days of notification. If neither party shall give such notice, this agreement shall continue in effect from year to year thereafter subject to notification by either party at least 120 days prior to the then current year's termination date.
- C. Recognizing the need to expedite a fair, ethical and professional agreement, every effort will be made by both parties to select knowledgeable and qualified bargaining representative. However, neither party shall have any control over the selection of the bargaining representatives delegated by the other. Both parties agree that such representatives shall be granted the power and authority to make proposals, consider proposals, and make concessions, which will lead to the finalization of a contract document. This document is to be presented to the constituent bodies for ratification and shall be presented with the full support of the negotiating team.

## XIII. Complaints

- A. In the event that a citizen should raise a complaint concerning an Administrator, an employee who he/she supervises, or a program, the citizen should be encouraged to discuss the matter with the affected Administrator.
- B. Should the complaint remain unresolved after "A" above, the citizen should be encouraged to discuss the matter with the Superintendent.
- C. The Superintendent or his/her designee shall investigate the complaint. No disciplinary action will be taken until the affected Administrator has been given the opportunity to provide the necessary background information either orally or by confidential memorandum. The Administrator shall have an opportunity to respond in writing to such complaints and said response shall become part of the personnel file.

## XIV. Professional Behavior and Improvement

- A. Administrators are expected to comply with policies and administrative operating procedures adopted by the Board or its representative, which are not inconsistent with the provisions of this Agreement, or the scope of general administrative responsibilities.
- B. No Administrator shall be disciplined arbitrarily or capriciously.
- C. An Administrator may not be disciplined without just cause. Discipline is defined as a reprimand, suspension, demotion, or discharge. The Board, the Superintendent, or their designee shall notify the Administrator in writing when disciplinary actions are to be taken. Said notice shall contain a statement of the reason for actions taken.

- D. An Administrator shall be entitled to Association representation at his/her request when being disciplined. When a request for Association representation is made, no action will be taken with respect to the Administrator until association representation is present. When necessary, the Administrative representative will be granted release time for the above purpose.

XV. Miscellaneous Provisions

- A. This agreement shall represent the full understanding arrived at by the two parties and shall supersede any rules, regulations or policies of the Board which are contrary to or inconsistent with its provisions.
- B. Should any of the provisions of this Document be found to be contrary to law they shall not be deemed to be valid and shall be ignored in so far as is necessary in order to comply with the law. This shall in no way invalidate any of the other contractual provisions.
- C. Board will provide each Administrator with up to two hundred dollars (\$200.00) once every two years for a physical examination if it is not covered by the Administrator's or spouse's insurance.
- D. The Board agrees to pay each Administrator at a rate equal to current IRS standard rates per mile, for travel involved in the official discharge of his/her required duties, which requires the use of the Administrator's personal automobile. Each Administrator shall submit his/her mileage claims on forms and according to procedures determined by central office.

XVI. Salaries and Insurance

- A. For salary and related information see Appendix A.
- B. For insurance provisions see Appendix B.

XVII. Termination and Modification

This agreement shall continue in full force and effect until June 30, 2013 and from year to year thereafter so long as neither party requires reopening negotiations as heretofore provided.

IN WITNESSES WHEREOF, The parties have executed this Agreement on June 30, 2012.

NORTHWEST  
ADMINISTRATOR'S ASSOCIATION

NORTHWEST COMMUNITY SCHOOLS

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

ADMINISTRATIVE SALARIES/WORK YEAR  
2012-2013

I. Work Year

A. Eleven (11) paid district holidays observed by the district.

II. Administrators

A. Administrative salaries shall be determined by applying the percent scales below to a base salary of \$66,616 for the period of July 1, 2012 to June 30, 2013.

B. The Administrator's contractual year is defined as the work year of the teachers plus the additional days shown in the table below.

C. Position	<u>Days Beyond Teacher Year</u>	<u>Responsibility Factor</u>
	<u>Days/Percent</u>	
H.S. Principal	40 .20	.21
M.S. Principal	30 .15	.16
El. Principal	30 .15	.16
H.S. Asst. Prin.	20 .10	.14
M.S. Asst. Prin.	20 .10	.14
Athletic Dir.	20 .10	.14
H.S. Ass't. Prin.	20 .10	.14
<u>Alt.Ed. Principal</u>	<u>30 days Beyond Teacher Year</u>	

Salary: \$76,239 – 2012/2013

D. Additions: (All percentages to be calculated against the base figure, as established above.)

- 1) In addition to salary, the Board agrees to make the retirement payment for each Administrator.
- 2) For every fifteen (15) semester hours earned after the granting of the MA degree add two (2) percent up to a total of eight (8) percent and two (2) percent additional upon completion of a doctorate. These hours shall be in courses directly related to the Administrator's position or in a school of education. However, no present Administrator shall be reduced in percent presently credited because of the above.
- 3) Salary scale for persons new to the administration: The Board of Education will determine the initial specific salary for a newly hired Administrator who has no administrative experience. The initial salary will be at least 85% of the total amount possible, and after two years experience the new Administrator will be paid at 100% of the administrative salary schedule.
- 4) One additional week may be added to the Administrators' contractual year subject to the approval of the Superintendent. Compensation to be at the rate of .025 times the appropriate base salary as established above. Additional days worked beyond this one week shall be compensated at the Administrators' daily rate. This provision excludes any time spent by the Administrator in interviewing potential employee candidates, which is considered as part of normal job responsibilities.
- 5) Administrators Proposal re: hold-harmless to liability: Contingent on advice from the Board's Attorneys, the Board will add innocuous language that alludes in general principal to continuation of liability insurance that includes Administrators at the same commitment level as the Superintendent.

III. Those Administrators who have completed five (5) years of service as a Northwest School Administrator by June 30 of the previous year shall receive a longevity payment as follows:

January 2013    \$830.79

## **INSURANCE (Administrators Association)**

The school district will provide insurance with an open enrollment period during the month of May and effective date of September, which includes:

### **Health Insurance-**

1. **Employees Electing Health Insurance** – The District will continue to provide the employee Priority Health/H.S.A. Point of Service (POS) Plan – that became effective September 1, 2010 for Employee,
  - a. Employee and Spouse, or Full Family whichever is applicable to the Employee.
  - b. The District will fund the applicable \$1500/\$3000 H.S.A. (Health Savings Account) deductible up to the amount allowed by the state hard cap law. Hard cap amounts to cover the total cost of Health Insurance (Insurance Premium plus Deductible HSA funding) for the 2012-13 school year are as follows: Single Coverage is \$5,500.00, Two (2) Person Coverage is \$11,000.00 and Full Family Coverage is \$15,000.00.
  - c. Employee may pay into their HSA through payroll deduction up to the maximum amount allowed by IRS law.
2. **Employees Not Electing Health Insurance** - Employee may elect cash payments in lieu of the hospitalization offered above. The proportion of the bargaining unit that elects not to enroll in Health Insurance shall determine the amounts of the cash payments.
  - a. If fewer than 25% of the unit's members take the cash in lieu of hospitalization benefit, each member not selecting the hospitalization benefit may select an Act 125 benefit into which the district will pay \$350.00 per month.
  - b. If at least 25% of the unit's members select the cash in lieu of hospitalization benefit, each member not selecting the hospitalization benefit may select an Act 125 benefit into which the district will pay \$700.00 per month
3. **Dental Insurance** - The District will provide a Dental coverage plan, through a mutually agreed upon carrier, which provides eighty (80%) percent payment on Preventative/Basic/Major benefits with a \$1,500 annual maximum and seventy-five (75%) percent payment on Ortho benefits with \$1,500 lifetime maximum.
4. **Long Term Disability** - The District will also provide long-term disability insurance for Employee through a mutually agreed upon carrier. Under this plan, payment shall begin after sixty (60) calendar days or the expiration of the Employee's sick leave whichever is greater. The payment shall be a 66 2/3% disability insurance, up to a maximum of \$4,500 per month payable during disability to age 65. Upon expiration of the Employee's sick leave, the Board agrees to provide the Employee's health insurance coverage for a period of two (2) calendar years if the Employee is disabled.
5. **Term Life Insurance** - The School District will provide \$50,000 worth of term life insurance for the Employee, through a mutually agreed upon carrier, during the life of this Agreement.



6. **Vision Insurance** - The school district will provide vision insurance for single, two (2) person or full family coverage with a mutually agreed upon carrier. The level of benefit will equate to SET Vision Self-funded Plan 3 - \$130 frame allowance.

Insurance coverage will be for twelve (12) months or until the commencement of the following school year whichever comes first. However, should the Employee resign or retire from the School District prior to the end of the contract year, the insurance benefits shall terminate on the effective date of the Employee resignation or retirement.

ADMINISTRATIVE GRIEVANCE REPORT FORM  
NORTHWEST COMMUNITY SCHOOLS

Grievance # \_\_\_\_\_

Distribution of Form

- 1. Superintendent
- 2. Board of Education
- 3. Association
- 4. Administrator

Submit to Superintendent in Duplicate

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GRIEVANCE REPORT

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL I

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL II

A. Date Submitted to Board of Education or Board Committee\_\_\_\_\_

B. Disposition by Board or Board Committee\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL III

A. Date Submitted to Arbitration\_\_\_\_\_

B. Disposition and Award of Arbitrator\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date of Decision