

**MASTER AGREEMENT**

between the

**WEST BLOOMFIELD SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**WEST BLOOMFIELD  
TEAM MANAGEMENT ASSOCIATION**

**JULY 1, 2011 THROUGH JUNE 30, 2013**

**WEST BLOOMFIELD SCHOOL DISTRICT  
WEST BLOOMFIELD, MICHIGAN 48324**

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## **AGREEMENT**

THIS AGREEMENT, entered into this first day of July 1, 2011, by and between the BOARD OF EDUCATION OF THE WEST BLOOMFIELD SCHOOL DISTRICT, hereinafter called the BOARD, and the WEST BLOOMFIELD SCHOOLS TEAM MANAGEMENT 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 rates of pay, wages, hours of employment or other conditions of employment; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

### **ARTICLE I** **RECOGNITION AND DEFINITIONS**

#### **Section 1 - Recognition of the Association**

The Board hereby recognizes the Association in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended, as the sole and exclusive bargaining representative for all personnel employed by the Board in administrative positions, specifically all school principals, all assistant principals, director of special services, and director of community relations and education, director of science, math and technology, director of academic services, athletic director, head of school – Oakland Early College excluding superintendent, deputy superintendent, assistant superintendents, business manager, and all other employees.

#### **Section 2 - Exclusive Collective Bargaining Agreement**

The Board hereby expressly agrees that it shall not enter into any collective bargaining Agreement with any administrators as defined in Section 4 hereof or with any other collective bargaining organization on behalf of said administrators during the term of this Agreement.

#### **Section 3 - Scope of the Agreement**

It is mutually acknowledged that this collective bargaining Agreement represents the Agreement between the parties, and any other matters outside of this Agreement which have not been incorporated by reference herein shall not be deemed to be a part of such collective bargaining agreement.

#### **Section 4 - Definitions**

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

- A. BOARD shall mean the Board of Education of the West Bloomfield School District or its designated representatives.
- B. ASSOCIATION shall mean the West Bloomfield Schools Team Management Association.
- C. ADMINISTRATOR shall mean anyone included in the bargaining unit.



- D. SUPERINTENDENT shall mean the Superintendent of Schools of the West Bloomfield School District or his/her designated representatives.
- E. In the construction of the words used in this collective bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

Section 5 - Distribution of Agreement

The Board shall be responsible for the typing, printing and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. The Board and the Association will each pay an equal share of the expenses of publication of this Agreement.

Section 6 - No Strike Pledge

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct toward each other. The Board, therefore, agrees that it will meet its obligations as defined in Act No. 336, Public Acts of 1947, as amended, and the Association agrees that no administrator shall engage in a strike as also defined in the above mentioned act. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, accruing to either party under the above same Act.

Section 7 - Nondiscrimination

The Association agrees to continue to admit all administrators to membership without discrimination on the basis of race, religion, color, age, national origin, sex, marital status, disability or sexual orientation and to represent them without regard to their participation in the affairs of other professional education organizations. The Board agrees to continue its policy of nondiscrimination against any administrator on the basis of race, religion, color, age, national origin, sex, marital status, disability or sexual orientation or membership, participation in or association with the activities of any professional educational organization.

**ARTICLE II**  
**RESERVATION OF RIGHTS**

The Board reserves all the rights and powers conferred upon it by the constitution and laws of the State of Michigan, except as the same are expressly and specifically limited by this Agreement. Such rights include by way of illustration and not by way of limitation the right to:

1. Manage and control the business, equipment and operations of the school district.
2. Assign administrative personnel, determine the number of administrative personnel and their schedules.
3. Select and determine qualifications of administrative personnel.
4. Determine the number and location of its facilities, including buildings, departments, offices and divisions thereof.
5. Determine the services, supplies and equipment necessary for the operation of the district and establish financial policies and procedures.
6. Determine the number, function, authority and organization of its executive staff.

**ARTICLE III**  
**ASSOCIATION AND ADMINISTRATOR RIGHTS**

Section 1 - Association Rights

The Association reserves all the rights and powers conferred upon it by virtue of the laws of the state of Michigan as well as additional privileges and responsibilities afforded by this Master Agreement.

Section 2 - Notice of Vacancy in Administrative Positions

Any vacant administrative position within the unit shall be filled according to the following procedure:

Notice of any vacant administrative position shall be sent to each school building within the school district at least ten (10) days prior to the filling of the position, with an additional copy to the President of the Association.

Section 3 - Administrator's Personnel File

Each administrator shall have the right, upon written request, to review the contents of his/her own personnel file in the presence of a witness, except that all confidential material supplied by outside agencies concerning an original employment may be removed from the file and shall not be subject to review by the administrator. A representative of the Association may be requested by the administrator to accompany the administrator in such review.

Section 4 - Pupil Assignments

Subject to the approval of the Superintendent, each building principal shall have the right to make a determination regarding each pupil's assignment within his/her building. Any such determination shall be made in conformance with Board of Education policies regarding the classification and promotion of pupils.

Section 5 - Staff Assignments

Subject to the approval of the Superintendent, each building principal shall have a right to make a determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with other collective bargaining agreements which the Board has entered into and which speak on the subject of assignments, work schedules, transfer, etc. It is agreed that any complaint by a staff member regarding a staff member's assignment shall not proceed above the building level except through the recognized grievance procedure.

Section 6 - Citizen Complaints

The Board agrees that in the case of a complaint on the part of a citizen regarding an administrator, or a program or an employee he/she supervisors, that such citizen be requested to first discuss the matter with the administrator involved before any administrator not within the unit or the Board of Education takes official action on the matter. It is understood and agreed that, if an administrator's decision is appealed to higher authority, such administrator shall have an opportunity to provide the necessary background information before any further action is taken on the matter. No action shall be taken, in any instance, before the administrator is notified of any citizen complaint and given an opportunity to present information concerning the complaint.

Section 7 - Performance and Evaluation

- A. In order to maintain the high standards of performance desired both by the West Bloomfield Schools Team Management Association and the Board, evaluation of performance shall be implemented as follows:



1. Each administrator shall be evaluated on his/her performance of the duties and functions as outlined in the job descriptions for the various assignments.
  2. Each administrator shall also be evaluated on his/her completion of his/her performance standards, as outlined between the administrator and the Superintendent.
- B. An evaluation interview shall be conducted by the Superintendent or the administrator's supervisor with each administrator by March of each year. The evaluation shall consist of:
1. An appraisal of performance of the duties and functions set forth in the job description (for the most recent school year).
  2. An appraisal of completion of the performance standards (for the most recent school year).
- C. A written evaluation based on the appraisal shall be provided to the administrator. The administrator shall have the right to attach a written response to the document within ten (10) days of its receipt.
- D. In the event an administrator is determined to have performed in an unsatisfactory manner, a program of assistance shall be instituted. Such program shall consist of:
1. Identifying areas of deficiency or weaknesses, and;
  2. Assisting with suggestions or guidelines for improvement.
- E. Administrators new to the West Bloomfield School District shall complete a two (2) year probationary period. During this period, the probationary administrator shall be evaluated a minimum of twice per year. The first evaluation shall take place during the first semester and the second by March 1. If the administrator receives an unsatisfactory evaluation and fails to rectify the stated deficiencies, the school board may elect to terminate the administrator in accordance with Public Act 246. The administrator shall be provided with written notification of non-renewal of contract at least ninety (90) days prior to the contract termination date.
- F. All school administrators currently employed with two (2) years of satisfactory experience shall be given a two (2) year contract that will be extended each year unless they are evaluated as being unsatisfactory on May 1 of each year. All administrators rated as satisfactory shall start each school year (July 1) with a two (2) year individual contract.

#### Section 8 - Discharge and Discipline

No administrator shall be disciplined, reprimanded, reduced in compensation level, compensation suspended or discharged without just cause. In the event of acts of misconduct, as opposed to unsatisfactory performance, said administrator may be disciplined up to and including discharge, provided that the administrator has received written notice from the Board or the authorized administrator stating the alleged cause or causes for such discipline; provided further that upon the administrator's written request, a hearing before the Board shall be conducted with full regard to due process and shall take place prior to the Board's taking official action to discharge the administrator.

#### Section 9 - Reduction in Force and Recalls

When the Board determines that there is a need for a reduction in the number of administrators, the administrators affected shall be determined by the following factors: competency, qualifications, and length of service as an administrator in the West Bloomfield School District.

Any administrator terminated from an administrative position because of a reduction in force shall be appointed to the next identical administrative opening in the bargaining unit, provided such opening occurs within three (3) years if the administrator remains in the school district, or one (1) year if the administrator accepts a position outside of the school district.

#### Section 10 - Change of Assignment

It is understood and agreed that although there may be pay differences in various assignments, all administrators are of equal rank and any change of assignment is not to be construed as either a promotion or demotion.

In the event an administrator is placed in an assignment which is scheduled for lower pay, he/she will be frozen at the pay rate existing before the change in assignment until such time the rate of pay for the new assignment exceeds that of the old assignment. His/her initial number of work days shall remain as in the old assignment. While his/her pay is frozen, the days will be reduced each year by a percentage equal to the increase in pay percentage for the new assignment.

For example: If a middle school principal is assigned an elementary school, his/her work days the first year remain at 220. If the elementary principals receive a 5% raise for the next year, the reassigned principal would work 209 days, which is a 5% reduction in days. When the scheduled pay for elementary principals equals or exceeds that of his/her frozen pay, then he/she would work the same number of days as the other assigned elementary principals.

### **ARTICLE IV LEAVES OF ABSENCE**

#### Section 1 - Leaves of Absence for Professional Improvement

- A. An administrator may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purpose of:
1. Graduate study (a minimum of ten [10] semester hours each semester or its equivalent);
  2. Independent research in education or an educationally related field under the supervision of the Superintendent or an accredited college or university;
  3. Educational travel (itinerary must accompany application).
- B. If the administrator requests in writing the continuation of life insurance premiums paid for by the Board and/or health and hospitalization insurance premiums paid for by the Board, he/she shall also sign a statement indicating that he/she shall agree to full-time service in the district for a one (1) year period upon completion of the leave. If he/she signs said statement and fails to return to the district, he/she shall reimburse the district for all fringe benefit costs within one (1) month after termination of said leave. If the administrator does not choose Board payment of fringe benefits, he/she shall be permitted to pay the premiums on said benefits and be retained as part of the employee group during the period of said leave.



- C. Upon return to service in the district, all accumulated sick leave days shall be maintained.

Section 2 - Paid Leave Days

- A. Paid leave days shall accrue as follows:

<u>Reporting Days Per Year</u>	<u>Leave Days Per Year</u>
215 Days or More	18
210 – 214 Days	17
205 – 209 Days	16

- B. The leave days may be used for important and reasonable purposes including, but not limited to:

1. Sickness - personal and family
2. Personal business
3. Religious holidays
4. Funeral attendance

- C. Leave days shall not be used for personal pleasure or for extended vacation purposes. Misuse or abuse of leave days shall be subject to the administrative disciplinary procedure.

- D. Reporting the use of leave days shall be pursuant to the district's reporting procedures.

- E. At the end of each fiscal year all unused leave days, up to a maximum of eighteen (18) days, shall be placed in the personal administrator's leave to accumulate without limit.

- F. Administrators who are summoned for jury duty examination and investigation must notify the Office of Human Resources within twenty-four (24) hours of receipt of such notice. Any administrator called for jury duty will cooperate fully with the administration in requesting excuse or, if deferment is denied and the administrator is required to serve during the school year, he/she shall be paid an amount equal to the difference between the amount of wages such administrator would otherwise have earned by working that day and the daily jury fee paid by the court (not including travel allowance) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his/her leave days. To be eligible for the jury duty pay differential, the administrator must furnish the Business Office with a written statement from the appropriate public official listing amounts of pay he/she received and the days he/she was on jury duty. Any administrator found abusing this privilege shall not be entitled to the pay differential.

- G. An employee who is absent because of a work-related illness or injury disability that is compensable under the Worker's Compensation Act will be paid as follows:

1. If the absence is for eight (8) calendar days or less, the Board shall pay the employee his/her regular wages, not chargeable to the employee's accumulated sick leave bank.
2. If the absence is for eight (8) calendar days or more and the employee is eligible to receive Worker's Compensation payments, the Board shall pay the difference between the amount paid or payable by the Worker's Compensation carrier and

the employee's regular wages, chargeable to the employee's accumulated sick leave bank pro rata. The combined payments received by the employee shall not exceed the employee's regular wages or the accumulated sick leave including loans, if any, from the sick leave bank. If the employee exhausts his/her sick leave bank but is continuing to receive payment from the Worker's Compensation carrier, the employee's insurance shall be held intact. At such time the employee returns to work, his/her accumulated leave and the sick bank leave, if any, shall be restored to a level equal to that at the onset of the approved Worker's Compensation claim.

3. All absences must be verified by a doctor's statement before any payments will commence. The doctor's statement must specify the diagnosis, treatment recommended, and the length of time the employee will be absent.
4. If any employee has been released by the doctor to return to work and a follow-up visit is necessary, a doctor's statement must be submitted specifying the date of the visit. The Board shall pay for the absence (since this is not compensable by the Worker's Compensation carrier), not chargeable to the employee's accumulated sick leave bank.
5. If the Worker's Compensation carrier disputes the claim filed by the employee, the employee shall retain the right to file an appeal while utilizing his/her sick leave and the sick bank subject to the provisions of Article IX, Sections A (g) and A (1e). An employee not eligible for leave under these provisions will be considered on unpaid leave until he/she is eligible for long-term disability insurance coverage. In such cases the employee will be responsible for payment of his/her own insurance benefits as provided for under the COBRA Act. If the employee is not eligible for long-term disability insurance coverage, he/she should return to work or remain on unpaid leave, subject to annual approval.

### Section 3 - Leave of Absence Without Pay

- A. Military Leave - A military leave of absence shall be granted to any administrator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Persons on this leave shall receive no benefits; however, they will be allowed to retain any sick leave already accumulated. Upon return from such leave, an administrator shall be placed at the same position on the salary schedule as he/she would have had he/she been employed in the district during such period. The period of said leave shall not exceed the period of one (1) enlistment if the administrator enlists or the period covered by the original induction orders if the administrator is drafted.
- B. General Leave of Absence - Any administrator may be granted a leave of absence of up to one (1) year for any worthwhile purpose. Such a leave may also be extended for a second year if the Superintendent so recommends and the Board so chooses to approve said leave. At the expiration of the leave, the administrator shall be reappointed to the district's administrative staff. Persons on this leave shall accrue no additional sick leave, but shall be allowed to retain sick leave already accumulated.

Administrators on such leave may continue their benefits by paying all monthly premiums one (1) month in advance to the Business Office.

- C. Family and Medical Leave - After a full year (at least 1250 hours) of employment, employees will be eligible to request an unpaid leave of up to twelve (12) weeks for the



birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state: (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were at work. If the employee returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve weeks, the employee will return under the conditions stated in Section B of this Article.

#### Section 4 - Sick Leave Bank

The Association may create a sick leave bank to be administered by the Association. Sick leave days in the bank shall not exceed the total accumulated sick days of members of this Association. The President of the Association shall give written notification to the Superintendent of the administrator to whom sick leave days are to be credited and the President shall also notify the Superintendent of the number of days to be deducted and the name(s) of the administrator(s) from whom said days are to be deducted from the accumulated number of earned paid leave days.

## **ARTICLE V** **GRIEVANCE PROCEDURE**

#### Section 1 - Definition and Restriction

Any individual who is a party to this Agreement and who feels that such Agreement has been violated may file a grievance in accordance with the procedures detailed in Section 2 and 3 of this Article. It is expressly understood that only matters related specifically to this Agreement are grievable and that the person alleging a violation of this Agreement shall place said grievance in writing indicating (a) the date of the alleged violation, (b) the specific Article and wording of the Agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the time limits as detailed under each step of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each step shall automatically cause the grievance to be moved to the next higher step in the grievance procedure.



## Section 2 - Administrator's Grievance

- Step No. 1: Any administrator believing there has been an alleged violation of this Agreement shall meet with his/her immediate supervisor within five (5) working days of the alleged violation. If the grievance is not resolved in said meeting, the immediate supervisor shall provide written answer within ten (10) working days of the discussion.
- Step No. 2: If the administrator does not agree with the answer provided by his/her immediate supervisor, he/she may appeal within ten (10) working days of receipt of the supervisor's answer to the Superintendent of Schools. The Superintendent or his/her designee shall meet with said administrator within ten (10) working days of the request for such meeting. The Superintendent or his/her designee shall provide a written answer within ten (10) working days of said meeting.
- Step No. 3: If the administrator does not agree with the answer provided by the Superintendent or his/her designee, he/she may request, within ten (10) working days of said answer, a Board hearing on the alleged violation. The Board may arrange for a hearing on the alleged violation at its next regularly scheduled Board meeting, but, in any case, the Board shall hold said hearing within fifteen (15) working days of receipt of request for said hearing. The administrator may request that said hearing be held in executive session. The Board shall provide a written answer within the ten (10) working days of said meeting.
- Step No. 4: If the grievance is still unresolved, either party may, within thirty (30) working days after the Step 3 disposition, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Team Management Association and the West Bloomfield Board of Education shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next five (5) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she render any decision which would require an action in violation of the Michigan School Law.

## Section 3 - Cost Sharing

The cost of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

Section 4 - Time Limits

The time limits set forth above in Steps 1 through 4 may be extended in writing for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

**ARTICLE VI**  
**WORK YEAR AND FRINGE BENEFITS**

Section 1 - Administrators' Work Calendar

Each administrator shall work a calendar of annual reporting days listed in the appendixes as approved by the Superintendent. The following holidays will not be included in the work calendar:

**Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Good Friday  
Christmas Eve  
Christmas Day  
New Year's Eve

If the regular holiday falls on Saturday or Sunday and another day is declared as the district's designated holiday, that day shall not be a scheduled work day.

In addition to the regular work calendar, administrators may be required to attend one workshop per year on a weekend. Such attendance is considered in the annual compensation listed in the appendixes and thus such attendance shall not result in additional compensation. Additional weekend workshops may be scheduled on a voluntary attendance basis.

Section 2 - Reimbursement for Administrative Proficiency Improvement

The Board and the Association believe it is desirable for administrators to participate in certain educational programs that directly benefit the school district. Administrators approved or directed by the Superintendent to participate in programs for the purpose of improving administrative proficiencies in the district shall be reimbursed within thirty (30) days of successful completion for the costs of tuition, fees and supplies connected with such programs. To be eligible for this provision, the administrator must file a written request with the Superintendent setting forth the instructional program, its dates, costs and other pertinent data at least twenty-five (25) days prior to the commencement of the program. The Superintendent must respond within the twenty (20) calendar days following receipt of the written request. Failure to respond within the twenty (20) day period shall constitute approval of the request. Approval of participants and programs by the Superintendent are not subject to the grievance procedure. Administrators hired after July 1, 2011 will be required to refund to the district payment made for any course work in the previous three years from the date of separation.

Section 3 - Professional Memberships

The district shall pay the professional dues for one (1) professional organization for each administrator.

#### Section 4 - Group Life Insurance

The Board shall provide, without cost to the administrator, group life and accidental death and dismemberment insurance in the amount of two (2) times the individual's salary with a maximum of \$150,000. An administrator may, at his/her option, pay the Business Office for the amount of insurance over \$50,000.00 at the composite rate. Otherwise, the premium for the amount over \$50,000.00 coverage becomes taxable income.

Those completing ten (10) years service and retiring shall retain \$20,000.00 in group term life insurance, paid for by the Board.

#### Section 5 - Medical Insurance

The District will provide the MESSA Choices Health Care Package. MESSA Choices includes a \$200/\$400 deductible, \$20 Office Visit Rider and the RX Saver. Employees selecting MESSA Choices insurance shall pay 20% of the premium cost to the district (pre-tax) toward their healthcare.

All less than full-time administrators shall receive Board-paid life insurance and pro-rata long-term disability insurance. Further, the Board will pay for a pro-rata share of the health, dental and vision insurance. The pro-ration will be based on the percentage of the day worked. The administrator who elects such coverage shall be responsible for the remaining cost.

#### Section 6 - Option for Those Not Electing Health Insurance

Full-time administrators not electing health insurance shall, upon application, be provided with cash in lieu of health insurance in the amount of \$325.00 per month.

#### Section 7 - Dental Insurance

Upon application of a full-time administrator, the Board will pay up to a maximum of the cost of dental insurance for twelve (12) months for those completing the work year. This insurance is provided for those not otherwise covered by dental insurance. The plan provided shall be MASB-SET #001, with \$1,500 maximum per person or an equivalent or better plan as determined and approved by the Board. Orthodontic coverage is set at a maximum of \$2,000 per person.

Administrators covered by dental plans not provided by the West Bloomfield Schools or carried by another employee of the West Bloomfield Schools shall be eligible for MASB-SET #002, or an equivalent or better plan as determined and approved by the Board.

#### Section 8 - Long-Term Disability

The Board will provide, without cost to the administrator, a long-term disability insurance plan. Such disability insurance shall provide benefits of sixty-six and two-thirds percent (66-2/3%) of the monthly earnings (maximum payment of Six Thousand Dollars [\$6,000.00]) to the administrator who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after nine (9) months of such illness or injury and shall be payable until the administrator reaches age 65, if total disability commences at or before age 60. However, if total disability commences after age 60, benefits will be paid up to a maximum of five (5) years of the date the employee attains age 70 (whichever occurs first). For the purpose of the long-term disability coverage, monthly earning will be the administrator's regular salary divided by twelve (12) months.

#### Section 9 - Benefit Provisions

The provisions of the group policies purchased by the Board and the rules and regulations of each carrier will govern as to commencement and duration of benefits and all other aspects of coverage.



Section 10 - Optical Insurance

The Board will self-fund the vision program, to be handled by a third party administrator (SET/SEG).

Section 11 - Effective Date of Insurance Coverage

Any new increase in coverage or insurance shall be effective upon the acceptance of a written application by the carrier and when the carrier's requirements are met.

Section 12 – Same Sex Domestic Partner Coverage

Hospital-Surgical-Medical Benefits may be extended to same-sex domestic partners per the criteria and requirements outlined in Appendix B.

Section 13 - Transportation Allowance

Each administrator shall have his/her personal car available for district business when necessary. Allowance as twelve (12) month (non-unit budget) coverage is as follows, pending concurrence with IRS regulations:

<b>Position</b>	<b>School Year</b>	<b>Amount</b>
High School Principal, Directors, Middle School Principals	2011-2013	\$453.00
Athletic Director	2011-2013	\$464.00
Elementary School Principals, Asst. High School Principals	2011-2013	\$292.00
Asst. Middle School Principals	2011-2013	\$223.00

This covers all auto use in Oakland, Wayne and Macomb Counties. Trips outside the metro area will be at the mileage rate provided teachers.

Section 14 - Tax-Deferred Annuity

Each administrator will receive twelve (12) month participation in a Board-paid tax-deferred annuity program in the amount of \$398.00 per month. In the event an administrator does not complete his/her work calendar year, the monthly premium times twelve will be prorated on the number of work days completed. Administrators may participate in tax-deferred annuities or custodial accounts. The decision to participate with any company is the administrator's alone and neither the Board nor Association shall be liable for monies invested.

Section 15 - Severance Pay

Upon separation from the school district, or the administrative unit (TMA), a per diem rate of \$52.00 per day will be paid to the administrator, for unused paid leave days, if then living, or to his/her estate if deceased.

Upon completion of ten (10) years of service and separation from the school district, or the administrative unit (TMA), a severance payment shall be paid to the administrator, if then living, or to his/her estate if deceased, for unused paid leave days up to a maximum of two hundred twenty five (225) days at the per diem rate of \$100.00 per day. Upon completion of ten (10) years of service and separation from the school district, or the administrative unit (TMA), a severance payment shall be paid to the administrator, if then living, or to his/her estate if deceased, for unused paid leave days up to a maximum of one hundred eighty (180) days at the per diem rate

of \$100.00 per day for administrators hired after July 1, 2011. If a TMA member is voluntarily or involuntarily transferred to the WBEA bargaining unit, they will be paid \$100.00 per day for the earned accumulated days during their administrative tenure. The balance of remaining days will remain with the employee.

Section 16 - Liability Insurance Coverage

The Board of Education agrees that during the life of the contract, the Board shall provide liability insurance coverage comparable or better than current coverage (Home Insurance Company Rider ISOG 217). If an administrator has a complaint against him/her lodged with the police department or issued as a result of any action taken by the administrator while in the performance of his/her regularly assigned duties and performing properly, lawfully and in accordance with the written Board policy and written administrative regulations, the Board shall refer the matter to its insurance carrier.

Section 17 - Day Care

Administrators will be eligible for child care discounts similar to those provided members of the West Bloomfield Education Association.

**ARTICLE VII**  
**SALARY**

Section 1 - Pay Schedule

Administrators shall be paid an annual salary as listed in the appendixes (see attached) with placement on the salary schedule to be determined by the Superintendent. Wages will be paid bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines.

Section 2 - Non-completion of School Year

In the event an administrator does not complete his/her assigned annual work calendar, his/her annual pay entitlement, tax-deferred annuity and transportation allowance will be prorated by the number of work days completed divided by the scheduled number of work days. This fraction will then be multiplied by the annual salary, annual TDA payments and annual transportation allowance. The resulting amounts will constitute earnings for that school year (July 1 - June 30).

If there is any overpayment on the part of the Board, the administrator or, in the event of his/her death, the beneficiary of his/her board-paid life insurance shall immediately refund to the Board the gross amount (before deductions) of such payments. Refunds must be made before the delivery of the insurance proceeds.

Section 3 - Additional Works Days

Ten (10) additional days will be granted to an administrator, at the per diem rate, for special projects/additional work days. The request must be submitted to a committee of TMA members and the Assistant Superintendent of Human Resources for prior approval. The Superintendent may provide additional days beyond the 10 days to individual TMA members per his/her discretion (including, but not limited to mentoring TMA members and other stipend responsibilities).



**ARTICLE VIII**  
**MISCELLANEOUS PROVISIONS**

Section 1 - Tenure Bar

It is clearly understood that administrators shall not possess tenure in any non-classroom capacity by virtue of this Agreement or by virtue of individual contracts of employment with the West Bloomfield School District. Any administrator who has successfully completed the probationary period (as defined by the Michigan Teacher Tenure Act) and who is reduced in rank, either voluntarily or involuntarily, shall be entitled to placement in the teachers' bargaining unit consistent with the Teachers' Tenure Act and his/her seniority. Such administrator shall have all rights provided in the Teachers' Tenure Act, Article III, Section 1. Administrators commencing administrative employment prior to July 1, 2011 shall possess seniority comparable to all years of continuous employment in the district. Administrators commencing administrative employment after June 30, 2011 shall possess seniority equal to all year of employment within the West Bloomfield Education Association bargaining unit, regardless of when served. This provision shall be applicable only to administrators (including time) who are covered by the Teachers' Tenure Act.

Section 2 - Duration of the Agreement

- A. This Agreement shall become effective on July 1, 2011 and shall remain in full force and effect through June 30, 2013. The parties agree to begin negotiations for a successor agreement not less than ninety (90) days prior to the expiration of this Agreement.
- B. This Agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.
- C. If, during the life of this agreement, financial circumstances in the district result in re-negotiating other bargaining agreements, this contract will also be re-opened for re-negotiation of wages and benefits.

Section 3 - Conformity to Law

This Agreement is subject in all respects to the laws of the State of Michigan with regard to the powers, rights, duties and obligations of the Board, the Association and the employees in the bargaining unit, and, in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provisions of this Agreement shall continue in effect.

Section 4 - Superseder Clause

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

Section 5 - Negotiation Procedure

The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the full term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that



the other shall not be obligated, to bargain collectively with respect to wages, hours or other terms and conditions of employment except by mutual consent.

Section 6 - Adjustment of Work Year

In the event it becomes necessary to add additional school days to meet requirements as stipulated in Michigan Public Act 239 of 1984, Section 1012, with both staff and students in regular session, administrators will work these days without additional remuneration as long as those days do not exceed their assigned contractual work year.

Section 7 – Future Negotiations

Both parties agree to begin negotiations by November 1, 2012 for future contract purposes.

Salary will be assigned from the salary range listed below within the appropriate positions by the superintendent or his/her designee.

Position	Days	Starting Salary	Maximum *
High School Principal	215	\$89,407.00	\$114,980.00
Director of Community Relations and Education	215	\$82,601.00	\$106,006.00
Director of Special Services	215	\$82,601.00	\$106,006.00
Middle School Principal	215	\$82,398.00	\$105,797.00
Elementary School Principal	208	\$78,720.00	\$102,199.00
High School Assistant Principal	215	\$74,278.00	\$97,521.00
Middle School Asst. Principal	208	\$66,527.00	\$92,169.00
Athletic Director	215	\$82,601.00	\$106,006.00
Director of Science, Math and Technology	215	\$82,601.00	\$106,006.00
OEC Head of School	215	\$75,645.00	\$106,006.00

\* - Administrators hired prior to July 1, 2011 shall reach the maximum salary after three (3) years. All administrators hired after January 1, 2011 administrators shall reach the maximum salary after five (5) years.

Each administrator in the West Bloomfield School District shall receive pay for advanced graduate hours on the following schedule for 2011-2012 and 2012-2013:			
M.A. + 30	=	\$2,627.00	
Doctorate	=	\$3,153.00	
Administrators will receive the following longevity supplement for service as an employee in the West Bloomfield School District:			
Five (5) Years of Service or More:		\$ 594.00	
Ten (10) Years of Service or More:		\$1,186.00	
Fifteen (15) Years of Service or More:		\$1,781.00	
Longevity will be paid in one lump sum at the conclusion of the 2011-2012 and 2012-2013 school years.			

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

WEST BLOOMFIELD SCHOOL DISTRICT  
BOARD OF EDUCATION

WEST BLOOMFIELD  
TEAM MANAGEMENT ASSOCIATION

By: \_\_\_\_\_  
Assistant Superintendent  
Human Resources, Labor Relations  
Rick L. Arnett

By: \_\_\_\_\_  
Spokesperson  
Robert Pyles

By: \_\_\_\_\_  
President  
David Einsteadig



## **APPENDIX B**

### **SAME- SEX DOMESTIC PARTNERS HEALTH COVERAGE**

#### **Definition of Health Care Coverage**

Health care coverage shall include the following insurance plan coverage:

- Hospital-Surgical-Medical Benefits

#### **Eligibility Criteria**

A same-sex domestic partner relationship is defined as a relationship between two individuals who meet **ALL** of the following criteria:

- Are the same sex.
- Have shared a continued committed relationship with each other for not less than twelve (12) consecutive months, intend to do so indefinitely and have no such relationship with any other person or persons.
- Are jointly responsible for each other's welfare and financial obligations.
- Have resided in the same household and intend to continue to reside together indefinitely and maintain no permanent separate households.
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of the State of Michigan.
- Each is over age 18, or legal age, and is legally competent to enter into a legal contract.
- Neither is married to a third party.
- A signed and notarized affidavit will be required to confirm conformity with the eligibility as outlined above (obtained from the district's benefits office).
- A same-sex domestic partner must be covered under the health care plans in order to have the same-sex domestic partner's legally dependent children covered under the plans. (The only exception to this is if the same-sex domestic partner dies. In such cases, the employee must show evidence of being the children's legal guardian to continue coverage. Appropriate legal documentation must be provided.)
- Employees with same-sex domestic partners cannot participate in the Dependent Care Reimbursement Account to pay for day care costs related to the domestic partner's children per IRS regulations.
- Current retirees are no longer employees of the West Bloomfield School District and are not eligible for health benefits through the West Bloomfield School District. Active employees, who retire while covering a same-sex domestic partner and/or that domestic partner's eligible dependent children, must contact the state retirement agency, the Michigan Public Schools Employees Retirement System (MPERS) regarding any desire to continue coverage of their same-sex partner and/or the same-sex partner's eligible dependent children. The West Bloomfield School District has no role in such a process and does not assume any obligation to do so under any of its policies, procedures or under any terms in the bargaining unit contract.
- In addition to the signed and notarized affidavit, the employee who claims initial and continued eligibility for a same-sex domestic partner and/or for the eligible dependent children of a same-sex domestic partner, shall furnish whatever documentation that the district requests to substantiate the claimed eligibility of the dependent, such as IRS Form 1040. Refusal or failure to provide such documentation when requested to do so, shall result in denial or withdrawal of eligibility of such dependents.

### **Enrollment and Confidentiality**

The West Bloomfield School District will keep records containing domestic partner information confidential to the extent permitted by law.

### **Taxability**

State and/or federal law does not recognize same-sex domestic partners as legal "spouses". Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as imputed income on the employee's W-2 Form. The same-sex domestic partner may, however, qualify as an IRS "eligible dependent" if more than half of the partner's support for the year comes from the employee, the partner earns less than the IRS exemption amount and the partner is a member of the household maintained and occupied by the employee. An employee who believes her or his situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity of continuing veracity of the statements contained in this section, taxability, and no employee should rely on information contained herein as being definitive on this subject. An employee's same-sex domestic partner's children may be eligible for coverage if they meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, that the children meet these requirements.

### **Termination of Domestic Partner Relationship**

Employees will be required to submit an "Affidavit for Termination of Domestic Partner Benefits" (obtained from the district's benefits office) if the partnership ends, has ended or if the partner dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the domestic partner or the partner's children after they are no longer eligible to be covered. Benefit eligibility for the same-sex domestic partner will cease upon the same-sex domestic partner's death or upon the date the same-sex partner relationship ends, as stated on the "Affidavit for Termination of Domestic Partner Benefits."

### **Addition of a New Same-Sex Domestic Partner**

In the event that an employee chooses to delete a same-sex domestic partner from her or his coverage, s/he shall not be eligible to add a new domestic partner until twelve (12) months have elapsed since the deletion of the former same-sex domestic partner and must satisfy **ALL** of the eligibility requirements set forth above.

### **COBRA or COBRA Like Continuation Coverage Benefits**

Because COBRA does not require that an employer provide continuation coverage benefits to persons other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA or any other such continuation coverage benefits to same-sex domestic partners. Oral representations that may be made by an administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the same-sex domestic partner as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

### **Coverage Limited to Same-Sex Domestic Partners**

This coverage is limited to same-sex domestic partners. It is part of a negotiated bargaining unit contractual agreement and is based upon the fact that this group does not have the legal option to marry. Should the laws regarding the legality of same-sex domestic partner marriages or some form of state recognized union, the provisions in this contract that permit same-sex domestic partner benefits shall become null and void and the same-sex domestic partners shall be required to be married or enter into state-recognized union in order for the same-sex domestic partner who is not an employee and/or her or his eligible dependent children to continue to be covered under the district's benefits plans.