

**MASTER AGREEMENT**

**between the**

**WEST BLOOMFIELD SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**WEST BLOOMFIELD  
TEAM MANAGEMENT ASSOCIATION**

**JULY 1, 2013 THROUGH DECEMBER 31, 2015**

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

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## **AGREEMENT**

THIS AGREEMENT, entered into this first day of July 1, 2013, 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 - 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.

## Section 7 - Pupil/Administrator Ratio

In the event that the pupil-to-administrator ratio in any given building exceeds 550-to-1, the superintendent shall meet with the administrator and the association to determine an appropriate measure of relief. Such measure of relief may consist of:

- Additional support personnel
- Additional compensation
- Other measures, as mutually agreed upon between the Board and the Association

This meeting shall be held prior to the first day of school. The relief measures agreed upon shall be applied within one month of this meeting.

**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.

**Section 2 – Paid Leave Days**

The Administrator shall be provided those paid leave days necessary for important and reasonable purposes as determined by the Superintendent, including but not limited to, personal and family illness, personal business, religious holidays, maternity/paternity, workers compensation, jury duty, and funeral attendance. The School District maintains the authority to monitor and control the Administrator's use of paid leave.

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

Reporting the use and the type of leave day(s) shall be pursuant to the School District's reporting procedures. No accumulation of leave days, from year to year, or payment for unused leave days is contemplated by this Contract.

In the case of an extended leave of absence for illness/disability compensable under the School District's long-term disability plan, the Administrator shall be permitted to receive paid leave days for ninety (90) days, or the commencement of receipt of long-term disability benefits, whichever date first occurs. In the event that long-term disability payments or proceeds are received by the Administrator after the ninety (90) day period for which the Administrator has received remuneration from the School District ("Remuneration"), the Administrator shall turn over to the School District the amount of insurance proceeds equal to the Remuneration.

**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.

## **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**

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

In addition – four (4) additional days for winter holiday

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.

No mandatory meetings/work days shall be scheduled in the month of July or the first week of August.

**A. Vacation Days**

The Administrator shall be credited with vacation days in accordance with the chart list below in addition to the holidays recognized herein. Vacation days shall be taken at a time agreeable to the Superintendent. Failure of the Administrator to take any vacation time shall not entitle the Administrator to additional compensation. All vacation days are expected to be used prior to the conclusion of each contract year. It is recognized that due to the nature of the school calendar and the contract dates this may not always be reasonably accomplished. In the event the administrator is unable to utilize all their allotted vacation time those unused vacation days will be carried over to the following year. It is further recognized that these days, referred to as carry over days, shall not exceed five (5) days in any given year. In the event that extenuating circumstances arise that cause carry over days to exceed five (5) days the Administrator, Superintendent and an Association representative shall meet to determine a plan to rectify the situation. For the purposes of executing this article unused vacation days shall have no monetary value at year end or upon termination or resignation from employment or upon termination of this Contract.

Position	Vacation Days
Director, High School Principal, Middle School Principal, OEC Head of School	21
Elementary Principal, Middle School Assistant Principal	28
High School Assistant Principal	26

**B.** In the event an administrator works any of the holidays recognized herein, or is required to work on a weekend those days will be credited to the number of vacation days allowed.

**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. Administrators may also choose a \$500/\$1,000 deductible plan from MESSA Choices, with the same coverage. Administrators interested in taking the \$500/\$1,000 deductible plan may do so either at the beginning of the contract July 1, 2013, or during open enrollment, to take effect in January of 2014. Employees selecting MESSA Choices insurance shall pay the difference between the State determined cap and the total cost of coverage 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-rata 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 ninety (90) calendar days 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 - 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, OEC Head of School, Middle School Principals	2013-2015	\$453.00
Athletic Director	2013-2015	\$464.00
Elementary School Principals, Asst. High School Principals	2013-2015	\$292.00
Asst. Middle School Principals	2013-2015	\$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 13 - 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 14 - 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 15 - 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 an administrator leaves the district, vacation days previously utilized shall be counted as days worked.

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.

### **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, 2013 and shall remain in full force and effect through December 31, 2015. 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.

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

<b>Position</b>	<b>Starting Salary</b>	<b>Maximum *</b>
High School Principal	\$95,904.00	\$123,336.00
Director of Community Relations and Education	\$88,604.00	\$113,710.00
Director of Special Services	\$88,604.00	\$113,710.00
Middle School Principal	\$88,386.00	\$113,486.00
Elementary School Principal	\$84,568.00	\$109,790.00
High School Asst. Principal	\$79,676.00	\$104,608.00
Middle School Asst. Principal	\$71,468.00	\$99,015.00
Athletic Director	\$88,604.00	\$113,710.00
Director of Technology	\$88,604.00	\$113,710.00
OEC Head of School	\$88,604.00	\$113,710.00

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

July 1, 2013 - December 31, 2013 – only those association members achieving movement to the maximum salary by years of service shall be moved.

January 1, 2014 – December 31, 2014 – one-half percent (1/2%) wage increase off schedule

January 1, 2015 – December 31, 2015 – one-half percent (1/2%) wage increase off schedule / no movement.

Each administrator in the West Bloomfield School District shall receive pay for advanced graduate hours on the following schedule for 2013-2014 and 2014-2015:

M.A. + 30	=	\$2,627.00
Doctorate	=	\$3,153.00

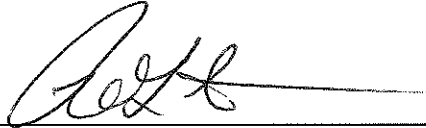
Administrators will receive the following longevity supplement for service as an employee in the West Bloomfield School District:

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 2013-2014 and 2014-2015 school years.

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

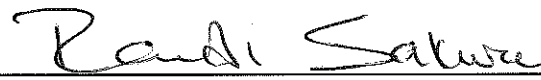
**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:**

  
\_\_\_\_\_  
Rick L. Arnett  
Assistant Superintendent for Human Resources, Labor  
Relations and Pupil Accounting

8-26-13  
Date


  
\_\_\_\_\_  
Gerald Hill  
Superintendent

8-26-13  
Date

  
\_\_\_\_\_  
Randi Sakwa  
Board of Education President

8-26-13  
Date

**WEST BLOOMFIELD TEAM MANAGEMENT ASSOCIATION:**

  
\_\_\_\_\_  
Thomas Shelton  
Spokesperson, TMA

8/28/2013  
Date



**LETTER OF UNDERSTANDING**  
**between the**  
**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION**  
**and the**  
**WEST BLOOMFIELD TEAM MANAGEMENT ASSOCIATION**

**WAGES**

The District and the Association agree to the following in regards to wages for the contract period of January 1, 2014 through December 31, 2015:

- All administrators will receive a ½% (one-half percent) off-schedule payment of the administrator's current salary to be spread equally across the pay periods from January 1, 2014 through December 31, 2015.

This letter of understanding expires December 31, 2015.