

MASTER AGREEMENT

Between



THE SCHOOL DISTRICT
of the
CITY OF WYANDOTTE

and

THE WYANDOTTE ADMINISTRATIVE
ASSOCIATION (WAA) AFL-CIO

July 1, 2017 through June 30, 2020

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AGREEMENT

This Agreement, effective June 6, 2017, by and between the School District of the City of Wyandotte, Wyandotte, Michigan, hereinafter referred to as the "Board" and the Wyandotte Administrative Association, hereinafter referred to as the "Association".

WITNESSETH: The general purposes of this **Agreement** are to set forth the salaries, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote effective employer-employee relations for the mutual interest of the Board, the Association, and the children who attend the schools in this district. Recognizing that providing a quality education for the children in the School District of the City of Wyandotte is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I – RECOGNITION

Section 1. Unit Description. Pursuant to and in accordance with the provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive bargaining representative for all principals, assistant principals, principal of special education, program administrators, coordinator of State and Federal programs, curriculum director, athletic director, technology director, and the director of community education employed by the Wyandotte Board of Education, and excluding all other employees.

Section 2. Management Rights. The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations and activities of the school district and to direct and supervise the employees who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

Section 3. Non-Discrimination. The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, height, weight, age, marital status, nationality, or political belief, nor shall either party discriminate against any employee because of his/her membership or non-membership in the Association. It is understood and agreed this provision shall not expand the time limitations specified in any applicable law.

Section 4. Prohibited Association Activity. The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours.

Section 5. Definition of Terms. In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- a. Administrator shall mean any member of the bargaining unit.
- b. Superintendent shall mean the Superintendent of Schools of the School District of the City of Wyandotte or his/her designated agents.

ARTICLE II – GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provision of this Agreement. It is understood that the term grievance shall not apply to:

- a. The termination of service or failure to reemploy any administrator.
- b. The placing of a probationary administrator on a third (3rd) year of probation.
- c. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any State administrative agency.
- d. Any policy, rule, regulation or practice relating to any matter upon which the Board is not obligated to bargain upon as defined in Section 15, Act 336, P.A. 1947, as amended.

A grievance may be processed by the chairperson of the Association's Grievance Committee when an alleged grievance affects the entire bargaining unit. Said grievance shall be processed within five (5) working days of the occurrence of the cause for complaint commencing with the second step of the grievance procedure. Once a grievance has been filed, it may not be altered.

Section 2. Grievance Process. An administrator who believes he/she has a grievance must process the grievance in the following manner, after first discussing the matter with the Superintendent or his/her designee. The administrator may request to have an Association representative present during the oral discussion with the Superintendent or his/her designee who, if the request is made, shall make the necessary arrangements for the meeting.

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced in writing, in triplicate, on the grievance form such as the WEA/WC form, must be signed by the aggrieved administrator and must be presented to the Superintendent or his/her designee within five (5) working days after the occurrence of the event upon which the grievance is based. The Superintendent or his/her designee shall give a written answer to the aggrieved administrator within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the administrator shall so indicate on the grievance form and sign it with two (2) copies retained by the Superintendent or his/her designee.

SECOND STEP: If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Association representative and/or administrator must

state in writing why the First Step answer was not acceptable, and said representative or administrator must present the grievance to the Superintendent within five (5) regularly scheduled working days after the Superintendent or his/her designee gave the employee the written First Step answer. The Superintendent shall meet with the Association representative and the aggrieved administrator to discuss the grievance within five (5) regularly scheduled working days after the grievance is presented at this Step. Within five (5) regularly scheduled working days after the discussion, the Superintendent shall give the Association a written Second Step answer. If this answer is satisfactory, the Association representative and/or aggrieved administrator shall so indicate in writing giving one (1) copy of the settled grievance to the Superintendent.

THIRD STEP: In the event the grievance is not resolved by the Second Step, the matter may be appealed to the Board of Education, providing a written notice of such appeal by the aggrieved employee or chairperson of the Association's Grievance Committee is presented to the President of the Board of Education within ten (10) working days after receipt of the Second Step answer. If such an appeal is taken, the Board of Education in executive session, or a committee of members and/or its designated representatives, shall meet the Association's Grievance Committee to attempt to resolve the grievance within thirty-one (31) working days after receipt of the notice of appeal to this Step. A copy of the Board's disposition of the grievance shall be given to the Association and the employees involved within ten (10) working days after the next regular Board meeting.

FOURTH STEP: Any grievance remaining unsettled at the conclusion of the grievance procedure provided in this Agreement may be submitted to arbitration under the following terms and conditions:

- a. The matter to be arbitrated must concern the interpretation, application or alleged breach of the terms of this Agreement.
- b. Only the Board or the Union may submit any unsettled grievance to arbitration. The party choosing to submit any unsettled grievance to arbitration must notify the other party in writing within thirty (30) working days from the date the grievance was answered by the Board and delivered to the aggrieved or the Union. Such notification shall identify the grievance and the issue and state what part or parts of this Agreement is involved.
- c. Following such written notice requesting arbitration the Board or its designee and the Association's president or his/her designee shall attempt to select a single arbitrator acceptable to both parties. If agreement on the selection of an arbitrator cannot be reached within seven (7) calendar days, either the Union or the Board may, within ten (10) calendar days from the date of the written notice requesting arbitration, request the American Arbitration Association, in writing, to submit a list of seven (7) qualified arbitrators. Beginning with the party requesting arbitration, each party shall alternately strike one (1) name from the list of seven (7) qualified arbitrators until only one name remains and that

individual shall be the arbitrator to hear and determine the matter upon which arbitration was requested.

Following selection of the arbitrator as hereinbefore provided, the arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association.

- d. The Arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement and specifically shall have no authority to alter or establish the salary schedule, nor shall he/she have any authority to limit or change any policies, practices or rules of the Board not in conflict with the terms of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
- e. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon request of either or both parties.
- f. No claim for back salary shall exceed the amount of salary the employee would otherwise have earned less any unemployment compensation or other remuneration he/she may have received during his/her period(s) of suspension from employment with the School District.
- g. The expenses of each witness and the compensation for any witness for either party shall be paid by the party producing such witness. The Arbitrator's fees and expenses, and the cost of the Arbitrator's copy of the record, if any, shall be shared equally by the Union and the Board.
- h. The Arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.

Section 3. Grievance Time Limitations. Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Board and the Association. In the event the Association does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Board's last answer. In the event the Board fails to reply to a grievance at any Step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

Section 4. Processing of Grievances. It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved employee, the Association and the Board to hold proceedings during regular working hours, an employee participating in

any level of the grievance procedure on his/her own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties, for the period necessary without loss of salary.

ARTICLE III – SICK LEAVE

Section 1. Administrators shall be allowed leave of sickness, and for physical or mental disabilities at the rate of one (1) day every month worked, and one (1) day at the start of the first semester, and one (1) day at the start of the second semester cumulative to a total of twelve (12) days within the school year.

Section 2. For purposes of the implementation of this Article, the period of commencement of disability shall be determined by certification of the administrator's attending physician.

Section 3. After a beginning administrator, new to the system, has worked one (1) month, he/she will be eligible for his/her full sick leave for the first year.

Section 4. After his/her first year of employment, an administrator will be immediately eligible for sick leave amounting to his/her allotment for the current year plus any days accumulated from previous years.

Section 5.

- a. In the event an administrator works less than his/her regular service year, his/her sick leave shall be prorated for that year.
- b. In the event an administrator terminates his/her employment, he/she shall reimburse the Board for any overpayment of sick leave which may have been made or the Board may deduct such overpayment from the final salary check or retirement benefit.

Section 6.

- a. Credit shall be given an administrator at the end of his/her service year for the unused portion of his/her sick leave allowance. Leave for illness may be accumulated to an aggregate total of one hundred seventy (170) days for a two hundred (200) day administrator. To this may be added annually any unused personal business days to an aggregate total of thirty (30) days so that the maximum total days which may be accumulated and used for illness shall be two hundred (200) days for a two-hundred-day administrator. The base date from which all such service accumulation shall begin is July 1st of each year. Administrators who work more than two hundred (200) days shall have their total accumulation increased upward on a prorated basis: 205-day-administrator, 205 days; 210-day-administrator, 210 days; 215-day-administrator, 215 days.

- b. The sick leave allowance for each of the school years covered by this Agreement shall be the same as that granted the teachers in each of the respective school years, twelve (12) per year.

Section 7. Every administrator who has been in the School District of the City of Wyandotte five (5) consecutive years, shall receive five (5) additional sick leave days one time only, except that the maximum accumulation shall not exceed that stated in Section 6a.

Section 8. No payment shall be made for any unused leave of illness accumulated by any administrator at the time of his/her resignation, dismissal, leave of absence, retirement or death.

Section 9. No sick leave shall be charged against an administrator's allowance except for absence which occurs on a day when administrators would normally be expected to be on duty.

Section 10. An administrator whose absence has been due to illness or disability must present a satisfactory report from a licensed physician and in addition, to the extent permitted by law, may be required to submit to an examination by a physician designated by the Superintendent.

Section 11. Whenever an administrator returns to duty from an injury or illness, he/she must follow policy procedures as determined by the Board.

ARTICLE IV – PERSONAL BUSINESS

Section 1. For the transaction of personal business there shall be an annual allotment not to exceed three (3) days with pay which if not used may be added to the accumulated sick leave days in accordance with Article III, Section 6a. When a personal business absence will immediately precede or immediately follow a vacation period, holiday, or day of school dismissed by the Board, the administrator shall not receive personal business pay allotment unless prior permission has been obtained from the Superintendent or his/her designee.

Section 2. Personal business shall be defined by the administrator.

Section 3. Any administrator using a personal business day should request such a day, three (3) school days in advance when possible.

Section 4. An administrator who is required to appear in court on matters directly related to school employment shall not have such days charged against his/her sick leave or personal business days. In the event an administrator is in court because of an alleged assault by him upon another person and is eventually convicted, the absences will be charged against personal business days.

ARTICLE V – DEATH IN THE FAMILY

Section 1. Payment not to exceed five (5) days for absence due to each death in the administrator's immediate family may be authorized by the Superintendent. Stepfamily members are also included in the family members listed below and the immediate family shall consist of:

Wife	Father	Niece	Mother-in-Law
Husband	Brother	Nephew	Father-in-Law
Son	Sister	Aunt	Sister-in-Law
Daughter	Grandchild	Uncle	Brother-in-Law
Mother	Grandparent	Son-in-Law	Daughter-in-Law

ARTICLE VI – LEAVES OF ABSENCE

Section 1. Advanced Study. Upon recommendation of the Superintendent, the Board may grant a leave of absence of one (1) year or one (1) semester, preferably the second (2nd) semester, without pay and without increment in the salary schedule, and subject to extension at the discretion of the Superintendent and Board, for advanced study as a regular full-time student in an educational institution of recognized rank.

Section 2. Travel and Work Experience. Upon the recommendation of the Superintendent of Schools, the Board may grant a leave of absence without increment in the salary schedule, for cultural travel or work experience related to education. Such a request shall be made to the Superintendent in writing.

Section 3. Personal Illness. Upon the recommendation of the Superintendent, the Board shall grant a leave of absence to an administrator who is unable to perform his/her regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a qualified physician. Such leave of absence shall be without increment and without salary except as the provisions of cumulative sick leave apply.

Section 4. Physical or Mental Causes. Extended health leave due to physical or mental causes not falling within the cumulative sick leave policy shall be granted without pay to administrators upon the recommendation of the Superintendent and upon the approval of the Board. The attending physician shall send separately to the Superintendent a written diagnosis. It is understood that this diagnosis may have to be shared with persons who have a legitimate need to know, but shall be kept confidential by those persons. Such health leave may be considered for renewal annually upon the written stipulations given in the preceding statement. No salary increments shall be recognized for such leave.

Section 5. Care for a Sick Member of the Immediate Family. Leave without pay or salary increments may be granted for not more than two (2) semesters to administrators for care of sick members of the immediate family. Sufficient proof that such leave is

necessary such as certification by the attending physician, must be submitted to the Superintendent of Schools before such leave will be granted. Under extenuating circumstances this leave may be extended by the Superintendent for up to two (2) additional semesters.

Section 6. FMLA. The Family and Medical Leave Act applies to all employees.

Section 7. Military. Military leaves shall be subject to such conditions as may be established by Federal and State laws. Upon return from military leave, if an administrator wishes to resume his/her employment with the Board, he/she must submit such a request for reinstatement within ninety (90) days after honorable discharge from military service. The request for reinstatement shall be granted as soon as practicable. The salary increment shall be recognized during military leave. The provisions of this section are applicable only to the initial period of military service including any involuntary extension.

Section 8. Involuntary. To the extent permitted by law, upon the recommendation of the Superintendent and upon the approval of the Board, the Superintendent may request in writing that any member of the administrative staff submit to a physical or mental examination, the results of which may be used in determining involuntary leave, which shall be without pay or increment except as provisions of cumulative sick leave provide to the contrary. When such examination is requested, a report of three (3) physicians shall be required. One (1) physician shall be selected by the administrator, one (1) by the Board, and a third (3rd) shall be mutually agreeable to both parties. The Superintendent may make such additional requests at no less than thirty (30) day intervals if it is deemed essential to the welfare of the school system. In the event any administrator is to be placed on involuntary leave the matter shall be discussed with the Association unless the administrator requests that such matter be kept confidential.

Section 9. Peace Corps and Teacher Corps. The Board at its discretion may grant a leave of absence for up to two (2) years without pay to any administrator whose work is satisfactory who joins the Peace Corps or the Teacher Corps as a full-time participant in the program. Administrators given this leave of absence shall receive credit toward the annual salary increment on the schedule appropriate to their rank and shall be reemployed as an administrator in the district upon completion of their service. Any reenlistment shall be considered a resignation by the employee.

Section 10. Public Office. The Board at its discretion may grant a leave of absence not to exceed four (4) years without pay to any administrator to campaign for, or serve in, public office. This leave will be without pay and without increment on the salary schedule.

Section 11. Jury Duty. An administrator called for jury duty shall be compensated for the difference between the administrative pay and the pay received for the performance of such obligation. These days shall not be charged against sick leave or personal business days.

Section 12. Special Leave. In those special cases where an administrator has need for a short-term leave without pay and a situation is not covered by the regular leave policy, requests shall be made directly to the Superintendent. If the request is denied, the reasons for doing so will be given in writing if requested.

Section 13. Return to Position. An administrator who is on leave for less than one (1) school year shall be entitled to return to his/her original administrative position. During his/her absence, the position shall be filled by a temporary administrative intern who shall relinquish all rights to the position upon the return of the administrator from leave. This section refers only to leaves as defined under Article VI.

ARTICLE VII – ADMINISTRATIVE ABSENCE

Section 1. In the event an administrator must be absent from work on a temporary basis, the procedures outlined below should be followed:

- a. Building Principals should notify their secretary and/or Assistant Principal and the Superintendent or his/her designee.
- b. Assistant Principals and Program Administrators should notify their secretary, Principals and the Superintendent or his/her designee.
- c. Directors and Coordinators should notify their secretaries and the Superintendent or his/her designee.
- d. Administrators shall submit the appropriate forms to the Business Office indicating that their absence was within the intent of the provisions of Articles III, IV, V, and VI, where applicable.

Section 2. All notifications should occur as early as possible on the day of the absence or the day before.

ARTICLE VIII – HOURS OF WORK

Section 1. Working hours for employment covered by the terms and conditions of this Agreement shall be determined by the Board and its representatives.

Section 2. The Board and the Association recognize and agree that an administrative employee's responsibility to the educational profession and to the school district frequently entails the expenditure of time beyond a normal work day, and/or, his/her work year.

Section 3. As needed, administrators are expected to attend occasional meetings, work sessions, etc. during evenings or on weekends during the school year, without additional compensation. It is also understood that there may be a need to request that an administrator attend meetings, interview candidates, etc. during the summer months,

also without additional compensation. It is understood that an administrator's summer schedule may make attendance at the aforesaid meetings, interviews, etc. a hardship, in which case, allowances will be made and rescheduling done to mutual convenience of all parties involved.

ARTICLE IX – WAGES

Section 1. Salary Schedule. The salary schedule for administrators is attached as Appendix A.

- a. A three (3) year agreement covering the 2017-18SY, 2018-19SY and 2019-20SY.
- b. Step increases will be granted for all employees covering the 2017-18SY, 2018-19SY and 2019-20SY.
- c. Effective July 1, 2017, Appendix A Salary Schedule pay rates will be increased by two percent (2%).
- d. Credit Hours paid up to a Maximum of 30 beyond Master's Degree @ \$66.
- e. Ed.S Degree = Additional \$2,000; or Ed.D. Degree = Additional \$3,000; or Ph.D. Degree = Additional \$4,000.

Section 2. Wages & Insurance. The District shall retain its rights and privileges afforded by Michigan Public Act 54 of 2011 in negotiating future economic wage rates and insurance coverage during the future years of this contract.

Section 3. Fringe Benefits.

- a. **Health Insurance.** The Board shall provide each employee the option to elect a District-provided health insurance plan. The Board may choose to self-insure this benefit through a plan administered by Blue Cross/Blue Shield or health insurance coverage may change after negotiations and upon mutual agreement between the WAA and the Board. It is agreed and acknowledged by the parties that the Board may not provide health insurance benefits or payments to its employees electing health insurance greater than those levels prescribed under Michigan Public Act 152 of 2011.

If all eligible employees of a household elect to waive Board provided insurance, that household is eligible to have the Board contribute one hundred dollars (\$100) per month to an annuity program of the employee's choice.

- b. **Dental Insurance.** The Board shall provide each employee with dental insurance. Effective January 1, 2018, the WAA group dental coverage will be as follows:
 - i. Preventative Care – 100%
 - ii. Annual Maximum - \$1,500
 - iii. Lifetime Ortho Maximum - \$1,000

- c. Prescriptions. The Board shall provide prescription drug coverage.
- d. Death Benefit. A death benefit in the amount of seventy-five-thousand dollars (\$75,000) will be provided by the Board for those administrators who are employed under contract with the Board. Should the death of an administrator result from accidental causes, as defined in a standard life insurance contract, then forty-thousand dollars (\$40,000) shall be added to the above mentioned death benefit.

This benefit shall not be applicable to newly hired administrators until they have actually commenced work and shall not be applicable to administrators on leave of absence (except that persons on a leave of absence for personal business for ten (10) days or less shall be covered and except that persons on leave of absence because of mental or physical illness shall be covered for the remainder of the school year in which they were actively employed). This benefit will be prorated for employees with less than full-time assignments.

- e. Long Term Disability. The Board will provide a maximum benefit for long-term disability in an amount equal to sixty percent (60%) of an insured person's monthly salary, not to exceed a maximum monthly benefit of six-thousand dollars (\$6,000). The basic provisions of this coverage are set forth by a carrier of the Board's choice providing an equivalent coverage to the employee. To qualify for Long Term Disability (LTD) the elimination period is ninety (90) days.
- f. Vision. The Board will provide each employee with vision insurance by a carrier of the Board's choice providing.
- g. Liability. The Board will provide liability insurance coverage of two-hundred-thousand dollars (\$200,000) as protection against possible negligence suits against its administrators. This insurance coverage is for the purpose of meeting the costs involved in a legal defense of a negligence suit against an administrator or in a possible court award against an administrator directly related to his/her employment by the Board, and in no event will the Board assume any obligation, specific or inferred, to meet such costs or awards other than provide insurance coverage as described above.

It is clearly agreed that the purpose of this coverage is to provide supplemental insurance protection to that provided by membership in the employee's professional organization and that the coverage provided by the Board's policy will begin after that provided by membership in an employee's professional organization has been exhausted.

- h. Retirement Fund. An administrator who has been employed by the School District of the City of Wyandotte for ten (10) years and retires because of eligibility or medical reasons, shall receive a lump sum payment of five percent (5%) of the administrator's current salary provided the administrator is eligible to receive and has made application to receive monthly pension payments from the Michigan Public School Employee's Retirement System (MPSERS).

An administrator, who has been employed twenty (20) years or more and retires because of eligibility or medical reasons, shall receive a lump sum payment of ten percent (10%) of the administrator's current salary provided the administrator is eligible to receive and has made application to receive monthly pension payments from the Michigan Public School Employee's Retirement System (MPSERS). The foregoing payment shall be made even in the event of the death of an employee if he/she had already announced his/her retirement. Any administrator who retires and received the benefit provided in this section and is subsequently reemployed in the School District of the City of Wyandotte, shall not be eligible to again receive such benefits upon his/her later retirement.

The Board may offer unit members the opportunity to retire and be rehired through a contractual arrangement for a one (1) to two (2) year contract (as provided by law). Salary paid to the contracted administrator would be approximately three fourths (3/4) of current salary with no fringe benefits. WAA would maintain the member as part of the unit. Further, this arrangement is for unit members only, who have worked in the District for at least five (5) years. Other details will be discussed and mutually agreed upon by the Union and the Board.

- i. Flexible Spending Accounts. The Board will provide the opportunity for members of the Association to participate in contributions to a flexible spending account (FSA) for the purposes of health care costs and/or child/dependent care expenses. This will be a voluntary program. The Board will be responsible for planning and scheduling meetings to allow the members to make an informed decision on participation in the FSA program.

Section 4. The Board will contribute two-hundred dollars (\$200) per unit member to a fund to be administered by the executive board of the WAA, to be used for the purpose of paying tuition, conference registrations, and other costs, or to offset membership in State or National professional associations, for the purpose of professional improvement of the members of the WAA. These funds cannot be used for WAA dues.

ARTICLE X – GENERAL

Section 1. Rules and Regulations. It is understood and agreed that it is necessary that certain rules of conduct and administrative procedures be established and maintained. Therefore, the Superintendent shall, from time-to-time, establish with a committee of administrators rules of conduct and administrative procedures to govern day-to-day operations of the district. Employees shall comply with the rules and administrative procedures established by the Superintendent.

Section 2. Reduction in Force. Any reduction of personnel shall be on a system-wide basis consistent with the qualifications of the employee and the needs of the school district.

- a. In evaluating the qualifications of an employee, for purposes of a reduction of personnel, the Superintendent shall consider the employee's skill, ability, certification, personnel record, evaluations if any, as well as, the employee's length of service in the district.
- b. Any employee affected by a reduction in force under this article may exercise any right he/she might have under the Tenure Act.
- c. An administrator whose performance has been evaluated as satisfactory by the Superintendent of Schools or designee will be recalled to the next available position for which he/she is qualified as per the Michigan Department of Education Administrative Certification Regulations within the School District. Waivers and administrative experience alone will not constitute proper qualification.
- d. Administrators in the district will retain all years of experience earned as administrators and as a teacher in the district and those total years shall apply to the teacher seniority list through June 30, 1994.
- e. An administrator who is reassigned or elects to return to a classroom teaching position shall be granted any and all benefits that exist in the WC/WEA Master Agreement and shall be treated, in determining said benefits, as if the administrator had been continuously employed as a teacher in the district during the time he/she has served as an administrator and/or teacher through June 30, 1994.
- f. If any section or subsection of this article is found to be contrary to the School Laws of the State of Michigan, or if a court and/or arbitrator determines that an administrator is not entitled to be reinstated with seniority, then that section or subsection shall be null and void, without invalidating the remainder of this Article. In the event that an arbitrator and/or court determines that the administrator is not entitled to seniority, the school district shall not be liable for the loss of said seniority.

Section 3. Personnel Files. All administrators covered by this Agreement shall have the right upon written request, to review the contents of their own personnel file, which shall be housed in the Human Resources Office. A representative of the Association may, at the employee's request, accompany the employee in the review.

No unfavorable material may be placed therein without allowing the employee an opportunity to file a response thereto, and said response shall become a part of said file.

Privileged information such as confidential credentials and related personal references obtained at the time of their initial employment, are specifically exempted from such review. The Human Resources Office will remove such credentials and confidential reports from the file prior to review of the file by the administrator.

In the event that a request is made by an outside authority for a copy of information from the files, the administrator shall be notified before the copies are released in conformity with the Freedom of Information Act (FOIA).

Section 4. Physical/Mental Fitness. To the extent permitted by law, the Board reserves the right to suspend, retire or discharge administrators who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Board's choice at the Board's expense reveals such physical or mental unfitness. If the administrator disagrees with such doctor's findings, then the administrator, at his/her own expense, may obtain a physical or mental examination from a medical doctor of his/her choice. Should there be a conflict in the findings of the two (2) doctors, then a third (3rd) doctor mutually satisfactory to the Board and the Association, shall give the administrator a physical or mental examination. The fee charged by the third (3rd) doctor shall be paid by the Board and the doctor's findings shall be binding on the administrator, Board and Association.

Section 5. Agreement. The professional Agreement between the School District of the City of Wyandotte and the Wyandotte Administrative Association shall be posted on the District Website within thirty (30) days, or as soon thereafter as possible, after the Agreement is signed.

Section 6. Administrative Changes. Vacancies brought about by: resignations, newly created positions, or, modification of an existing assignment, will be publicized by notifying each member of the bargaining unit in writing prior to advertising publicly. Anyone interested in filling the position should make application to the Superintendent.

Section 7. School Closing. When schools are closed because of inclement weather, administrators do not have to report to work if all buildings are closed, but must assist in precautions to alert and/or inform parents. If due to inclement weather and/or other unforeseen emergencies, the number of closed district days exceeds three (3) days, administrators will report to work or use sick/personal days for any additional days.

Section 8. Transportation Allowance. Employees shall be paid a transportation allowance in accordance with adopted Board rules.

Section 9. Employee Selection. Administrators may be involved in interviewing candidates for positions that come under their supervision. The recommendations of employees will be given due consideration before final assignments are made by the Superintendent. However, the Superintendent has the sole right to assign or reassign staff members to positions for which they are qualified within the school district.

Section 10. Probationary Period. All new administrators hired or promoted into the unit after the effective date of this Agreement, shall be probationary administrators for the first two (2) years immediately following their hire or promotion. The purpose of the probationary period is to provide an opportunity for the Superintendent and other supervisory personnel to determine whether the administrator has the ability and other attributes which will qualify the administrator for regular administrator status.

Section 11. Legal Counsel. If any administrator is the subject of a civil action brought by a student or parent for action taken within the scope of his/her professional employment, the Board will provide legal counsel and render all necessary assistance to the administrator's defense. Administrators shall have the right to retain legal counsel at their own expense.

Section 12. Property Reimbursement. The Board will reimburse employees for any damage or destruction of clothing or personal property up to five hundred dollars (\$500), including vehicles, not due to negligence on the part of an employee, if it occurred on school premises and/or there is proof of school-relatedness for which the employee is not covered by other insurance.

Section 13. Budget Development. Administrators in charge of any operating budget will be consulted regarding the development of that portion of the budget for which they are responsible. Budget preparation at the school level shall be done by the school principal in cooperation with staff.

Section 14. Mail Service. The Association may use the regularly established district mail/email service for communication of Association business to its members provided nothing of a political, other than candidate for Association representation, or defamatory nature is transmitted wherein. All material placed in the district mail/email service shall be signed by an official of the Association. The Board shall have the right to withdraw the use of the district mail/email service from the Association when the use thereof violates this provision.

Section 15. Subordinate Evaluations. It is recognized by the Board and the Association that one of most important functions of an administrator is the evaluation of staff members under the administrator's immediate supervision.

Supervision is also a key responsibility of administrators; and when subordinates do not respond to directives or follow remedial measures within an appropriate time,

said administrators have the responsibility to consult with the Superintendent or appropriate supervisor to determine further action.

Effective July 1, 2017, members of the Association will receive a two (2) year contract covering the 2017-18 and 2018-19 school years. In June of 2018, and subsequent school years, the Administrator's Contract will be reviewed by the Board of Education and, upon a satisfactory performance review, those Administrative Contracts will be extended for one (1) additional year.

Section 16. Parental Complaints. The Board agrees that in case of a complaint on the part of a citizen regarding a school program or school activity administered by a member of the Association or an employee the administrator supervises, said citizen should be asked to first discuss the matter with said administrator for the purpose of resolving the complaint at the local level.

If the citizen is not satisfied with the means to be used to resolve the problem or the results thereof, and takes his/her complaint to a higher authority within the school district administration, the administrator concerned, with whom the complaint originated, shall be given the opportunity of providing background information either in person and/or by memoranda before any further action is taken on the matter.

Section 17. Professional Standards. Permanent vacancies or newly created positions in the following areas shall be filled by personnel holding a minimum of a Master's Degree in School Administration or a Master's Degree with sufficient additional hours to have a total of twenty (20) semester hours of graduate credit in administration, supervision, and/or curriculum: principals, assistant principals, principal of special education, program administrators, and athletic director and such other instructional or curriculum support positions within the bargaining unit.

Section 18. Bargaining Rights. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 the 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 life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 19. New or Modified Positions. When and if the Board creates a new position or substantially changes an existing position, it shall first meet and discuss with the Association then assign a salary thereto and within ten (10) days advise the Association in writing as to the salary thus assigned.

If the Association disagrees with the creation of the new position, the changes to the existing position, of the suggested salary, on the basis that such salary is not consistent with salaries applicable to other relatively comparable positions in the district, it shall notify the Superintendent in writing within ten (10) regularly scheduled working days after receipt of such written notice of its desire to discuss with the Superintendent the new position, the changes to the existing position, or the suggested salary.

If a mutually satisfactory solution is not reached within thirty (30) calendar days after serving such notice on the Superintendent, a final decision will be made by the Board of Education at its next regular meeting. If, in the above procedure, a different rate of pay is arrived at, the different salary shall become effective retroactively to the date the position was created or substantially changed.

Failure of the Association to notify the Superintendent in writing of its desire to negotiate within the ten day (10) period from having served notice, or fails to refer the matter to the Superintendent within the aforementioned thirty (30) days period shall constitute acceptance by the Association of the salary assigned to said position.

Section 20. **New Position.** Creation of a position called "Principal of Special Education Center Programs." To be one of the administrators of the center programs and to report directly to the PRINCIPAL OF SPECIAL EDUCATION. To coordinate and supervise the special education center programs. To be paid at the same rate as the Middle School Principal in the WAA Master Agreement. To work the same number of days as the Middle School Principal. Even though the job description may change from time to time, attached is the initial job description.

Section 21. **Right of Assignment.** The Superintendent of Schools has the sole right to assign, and/or transfer employees, covered by this Agreement to positions and/or buildings within the district at any time.

When an administrator is assigned or transferred to a position with a salary less than the administrator's most recent year's salary, the administrator shall be placed at a salary level that is commensurate with his/her years of experience as an administrator in the district.

Section 22. **Total Authority.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding and arrangements heretofore existing.

Section 23. **Union Days.** The Board shall provide ten (10) days annually for the Union to use for its members involved in union business.

Section 24. Emergency Financial Manager. An Emergency Financial Manager (EFM) appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district Accountability Act. Provisions required by this subsection are prohibited subjects of bargaining under the Act.

ARTICLE XI – DURATION OF AGREEMENT


THIS AGREEMENT shall become effective as of July 1, 2017, and shall remain in full force and effect until 12:00 a.m. the 30th day of June, 2020, thereafter, unless either party hereto serves upon the other a written notice of desire to amend or terminate this agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

Section 1. WAA and the School District agree that there will be no wage or benefit reopener for the 2018-19 contract year. (The School District and the WAA agree that if any bargaining unit contracts are reopened for wage and benefit discussions in 2018-19, the School District will extend the reopener provision to the WAA.)

Section 2. WAA and the School District agree that for the 2019-20 contract year, a wage and benefit reopener will occur if it is determined that the districts audited unreserved fund balance for the year ending June 30, 2019 is in excess of thirteen percent (13%).

IN WITNESS THEREOF, each party by their duly authorized representative, has executed this Agreement and is effective as first written above.

**SCHOOL DISTRICT OF THE CITY OF
WYANDOTTE**


Catherine Cost, Ed.D., Superintendent



Kenneth Laub, Business Manager

**WYANDOTTE ADMINISTRATIVE
ASSOCIATION (WAA) AFL-CIO**


Benjamin Reynolds, President


April Ritz, Vice President


Jeffrey Trudell, Treasurer


Thomas Kell, Negotiating Team Rep.


Kristin McMaster, Negotiating Team Rep.

APPENDIX A – SALARIES

TITLE/STEP	2017-18 WAGE	CURRENT STAFF	DAYS	2018-19 WAGE	2019-20 WAGE
Director of Technology			195		
0	\$92,778	0	1 wk aft	\$92,778	TBD
1	\$93,778	0		\$93,778	TBD
2	\$94,778	1		\$94,778	TBD
Principal – High School			215		
0	\$111,386	0	3 wks bef	\$111,386	TBD
1	\$112,386	0	2 wks aft	\$112,386	TBD
2	\$113,386	0		\$113,386	TBD
3	\$114,386	0		\$114,386	TBD
4	\$115,386	0		\$115,386	TBD
5	\$116,386	1		\$116,386	TBD
Principal – Middle School			210		
0	\$106,872	0	2 wks bef	\$106,872	TBD
1	\$107,872	0	2 wks aft	\$107,872	TBD
2	\$108,872	0		\$108,872	TBD
3	\$109,872	0		\$109,872	TBD
4	\$110,872	0		\$110,872	TBD
5	\$111,872	1		\$111,872	TBD
Principal – Special Education			210		
0	\$109,575	0	2 wks bef	\$109,575	TBD
1	\$110,575	0	2 wks aft	\$110,575	TBD
2	\$111,575	0		\$111,575	TBD
3	\$112,575	0		\$112,575	TBD
4	\$113,575	0		\$113,575	TBD
5	\$114,575	1		\$114,575	TBD
Principals – Elem./SpEd Admin.			205		
0	\$102,527	0	2 wks bef	\$102,527	TBD
1	\$103,527	1	1 wk aft	\$103,527	TBD
2	\$104,527	0		\$104,527	TBD
3	\$105,527	1		\$105,527	TBD
4	\$106,527	0		\$106,527	TBD
5	\$107,527	5		\$107,527	TBD
Asst. Principals – High School			215		
0	\$104,939	0	3 wks bef	\$104,939	TBD
1	\$105,939	0	2 wks aft	\$105,939	TBD
2	\$106,939	2		\$106,939	TBD
Asst. Principal – Athletic Director			215		
0	\$104,939	0	4 wks bef	\$104,939	TBD
1	\$105,939	0	1 wk aft	\$105,939	TBD
2	\$106,939	1		\$106,939	TBD
Asst. Principal – Middle School			210		
0	\$102,395	0	2 wks bef	\$102,395	TBD
1	\$103,395	0	2 wks aft	\$103,395	TBD
2	\$104,395	1		\$104,395	TBD