

# **Woodhaven-Brownstown School District**

*Learning and Leading for Tomorrow*

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## **2012-2013 MASTER AGREEMENT**

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Between the  
WOODHAVEN-BROWNSTOWN  
SCHOOL DISTRICT

and the

WOODHAVEN  
ADMINISTRATORS  
ASSOCIATION

# TABLE OF CONTENTS

<b>ARTICLE 1—Recognition</b> .....	<b>1</b>
Recognition .....	1
Definitions .....	1
<b>ARTICLE 2—Management Rights</b> .....	<b>1</b>
<b>ARTICLE 3—Association Membership</b> .....	<b>1</b>
Agency Shop .....	1
Dues Check Off.....	2
<b>ARTICLE 4—Evaluation</b> .....	<b>2</b>
Probation Status .....	2
Evaluation of Administrator .....	3
Termination of Administrative Employment .....	3
<b>ARTICLE 5—Administrator’s Rights</b> .....	<b>4</b>
Personnel File.....	4
Staff Selection and Assignment.....	4
Reduction in Staff .....	4
Seniority.....	5
<b>ARTICLE 6—Grievance Procedure</b> .....	<b>5</b>
<b>ARTICLE 7—Staff Methods and Procedures</b> .....	<b>7</b>
Vacancies .....	7
Promotion .....	8
Transfers .....	8
Involuntary Transfer .....	8
Temporary Appointment .....	8
Administrative Mentor Program .....	8
<b>ARTICLE 8—General Provisions</b> .....	<b>9</b>
Association Use of School Buildings .....	9
Lunch Period .....	9
Assignment of Duties .....	9
Tenure .....	10
Board Meetings.....	10
Distribution of Agreement .....	10
Special Conferences .....	10
Creation of New Positions.....	10
Organizational Leave Days .....	10
Personal Life .....	10
<b>ARTICLE 9—Leaves</b> .....	<b>11</b>
Sick Leave of Absence .....	11
Business Days .....	11
Funeral Leave of Absence .....	11
Jury and Court Leave of Absence .....	11
Selective Service Physical Examination .....	12
Absence Notification .....	12
Childcare Leave of Absence .....	12
General Leave of Absence .....	12

## TABLE OF CONTENTS

<b>ARTICLE 10—Emoluments .....</b>	<b>12</b>
Transportation Reimbursement.....	12
Protection of Administrators .....	13
Liability Coverage .....	13
Tax Sheltered Annuities.....	13
Health Insurance .....	13
Dental Insurance .....	14
Vision Insurance .....	14
Life Insurance .....	14
Workers’ Compensation .....	14
Retirement/Severance .....	14
Professional Dues .....	15
Mentor Compensation.....	15
<b>ARTICLE 11—Salary and Work Year .....</b>	<b>15</b>
2012-13 Salary.....	15
Professional Preparation .....	15
Evaluation Factor .....	16
Personal Objective Factor.....	16
Work Year.....	17
Vacation .....	17
Paid Holidays.....	17
Rate of Pay for Additional Work .....	17
Pay Periods .....	17
Agreement Duration and Pay.....	17
<b>ARTICLE 12—Miscellaneous Provisions .....</b>	<b>18</b>
Validity of Agreement.....	18
Negotiations .....	18
No Strike Clause .....	18
<b>ARTICLE 13—Duration of Agreement .....</b>	<b>19</b>
<b>Memorandum of Understanding .....</b>	<b>20</b>
<b>Memorandum of Understanding II .....</b>	<b>20</b>
<b>APPENDIX A—2012-2013 Calendar .....</b>	<b>21</b>
<b>APPENDIX B—Section 125 Cafeteria Plan.....</b>	<b>22</b>
<b>INDEX .....</b>	<b>23</b>

**ARTICLE 1**  
***Recognition***

**Section 1—Recognition**

The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all personnel employed by the Board in administrative positions, excluding superintendent, assistant superintendents, executive directors, business manager, director of support services, accounting office manager, executive assistants and all other employees covered by collective bargaining agreements.

**Section 2—Definitions**

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

1. Board shall mean the Board of Education of the Woodhaven-Brownstown School District or its designated agents.
2. Association shall mean the Woodhaven Administrators Association.
3. Administrator shall mean any member of the bargaining unit.
4. Superintendent shall mean the superintendent of schools of the Woodhaven-Brownstown School District or designated agents.

**ARTICLE 2**  
***Management Rights***

This agreement is not intended to abrogate the statutory powers of the Board to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, excepting where expressly and in specific terms limited by provisions of this agreement.

**ARTICLE 3**  
***Association Membership***

**Section 1—Agency Shop**

Within thirty (30) days after the commencement of employment or the commencement of the school year, whichever occurs later, each administrator, as a condition of employment, shall:

1. Tender the current membership dues to the Association; or,
2. In the alternative, tender a representation fee to the Association in such an amount as the Association may prescribe, but in no event shall such amount exceed the current dues required of Association members.

After the conclusion of the prescribed time period, the Association shall, in writing, notify the Board of any administrator who failed to exercise one of the options set forth in the above paragraph. Such notification shall include a statement of the Association's good faith attempt to inform the administrator of the options available and of the administrator's refusal to exercise either of them.

After receiving the Association's notification, the Board shall notify such administrator, in writing, that his/her employment with the School District will be terminated at the conclusion of the current school year if such administrator does not exercise one of the options set forth in the beginning paragraph within thirty (30) days after receiving notification of dismissal from the Board.

Any administrator dismissed under the provisions of this section and who, at a later date, is rehired as an administrator shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the Association when such administrator left the District, provided that the Association notifies the Board, no later than thirty (30) days after such administrator's dismissal takes effect, of the total amount of unpaid dues or representation fees. Such notification shall include a statement of the Association's good faith attempt to collect the amount outstanding and of the administrator's previous refusal to pay.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions in this section.

### **Section 2—Dues Check Off**

The Board shall deduct Association dues or a representation fee from the paycheck of each administrator for whom the Association has on file a written authorization to do so provided that the Association notifies the Board of the name of each administrator who has authorized payroll deductions.

Such deductions shall continue until the administrator, in writing, revokes his/her authorization or his/her services with the District are terminated, whichever occurs first.

Such deductions shall be made monthly and in equal installments.

All deductions will be forwarded by the Board to the Association's financial office no later than seven (7) calendar days after such deductions are made, along with names and amounts of deductions.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Board in reliance upon the certified lists furnished to the Board by the Association for the purpose of complying with any of the provisions of this section.

## **ARTICLE 4** ***Evaluation***

### **Section 1—Probation Status**

All administrators shall serve a two (2) year period of probation. A portion of this probationary period may be waived by the Board upon recommendation of the superintendent.

By March 1<sup>st</sup> of each probationary year, the superintendent shall provide the administrator with a definite written statement as to the quality of his/her work and further stating the status of the administrator for the next year.

The superintendent will provide the administrator with a definite written statement upon satisfactory completion of the probationary period at which

time the administrator will be granted a three (3) year individual contract for the administrative position in which the probationary period was satisfactorily completed.

### **Section 2—Evaluation of Administrator**

Upon receiving a contract, every administrator shall be evaluated by the superintendent or designee at least once a year. The administrator shall be furnished within five (5) work days copies of evaluations prepared by his/her supervisor, the superintendent or designee. The evaluation instruments to be used are those presently contained within the manual of Board of Education policies. If an administrator feels the evaluation is incomplete or unjust and cannot resolve the difference during a personal interview, he/she shall, within ten (10) school days, submit his/her objections in writing and have them attached to his/her evaluation report.

When an administrator is determined to be performing at less than satisfactory level in the normal course of fulfilling his/her responsibilities, the superintendent shall review with the administrator the definition of his/her job responsibilities, noting specifically and in writing the areas of poor performance, incorrect procedures, improper behavior, deficiencies, etc. In such reviews, the superintendent shall identify, in writing within ten (10) workdays, ways and/or methods of improving performance within a mutually agreeable specific timetable by which such change shall be effected.

If the administrator's annual evaluation produces a "satisfactory" rating upon the evaluation instrument, he/she shall be offered, prior to the commencement of the succeeding school year, an administrative individual contract of employment for an additional three (3) school fiscal year period.

### **Section 3—Termination of Administrative Employment**

Any administrator recommended to the Board of Education by the superintendent or designee for non-renewal of his/her administrative employment contract shall be provided written notice of intent setting forth the reasons therefore at least ninety (90) days prior to the termination date of his/her individual employment contract. The superintendent shall provide such notice at the earliest date practicable, considering all relevant circumstances.

Upon written request received within five (5) days of the superintendent's recommendation for non-renewal, the administrator shall be provided, at his/her option, either

1. a meeting with the superintendent, or
2. a meeting with the Board relative to the superintendent's recommendation which must occur not later than the date the Board takes action upon said recommendation.

In lieu of a personal appearance, the administrator may set forth his/her position, in writing, and file same with the Board within the aforementioned five (5) day period.

If the Board thereafter determines that an administrator's employment contract is not to be renewed for the following fiscal year, the administrator shall be provided written notice of such non-renewal setting forth the reasons therefore at least sixty (60) days prior to the termination date of said employment contract as required per Section 132 of the School Code of 1976 as amended per Act No. 451 Section 380.1229 of the Public Acts of 1976 and

thereafter. Such action of the Board shall not be construed to constitute discipline, demotion, or discharge and is specifically excluded from the grievance procedure.

Any discipline, demotion, or discharge of an administrator that is to take effect during the effective dates of his/her employment contract must be supported by just and reasonable cause.

## **ARTICLE 5** ***Administrators Rights***

### **Section 1—Personnel File**

It shall be the right of any administrator to examine and/or copy the contents of his/her official personnel file upon request. Before any materials of a disciplinary or evaluative nature may be placed in the administrator's file, he/she shall be given the opportunity to read, attach an answer in writing, and sign such material.

### **Section 2—Staff Selection and Assignment**

The Board agrees that each administrator will have the opportunity to interview and make a recommendation concerning all personnel, certified or non-instructional, that are being considered for assignment to his/her building or department.

Subject to the final approval of the superintendent, each building principal or director shall have a right to make a determination regarding each certified staff member's assignment within his/her building. Such assignment shall be made in accordance with any other collective bargaining agreements which the Board has entered into and which speak on the subjects of assignments, work schedules, transfers, etc.

### **Section 3—Reduction in Staff**

The Woodhaven Administrators Association recognizes the exclusive right of the Board to determine monetary and/or operational savings to be achieved by reductions in personnel and/or operations and the exclusive right to determine the area in which reduction will be made.

In the event of reduction of administrative personnel, the administrator so affected will be reassigned to a classroom position for which he/she is certified and qualified, consistent with the then effective collective bargaining agreement between the Board and the Woodhaven-Brownstown Education Association. All public school experience previously acquired while a "teacher" within the meaning of Article 1, Section 1, of the Teachers' Tenure Act, whether within or outside the Woodhaven-Brownstown School District, shall apply to years on the teacher's salary schedule.

It is the intent of the Board to give at least ninety (90) days notice of administrative reductions prior to the expiration of the current school year.

For those administrators hired before July 1, 2011, reductions in personnel shall be by District seniority, certification, and qualifications. The term "qualifications" as used herein refers to those criteria contained within each bargaining unit job description.

For those administrators hired on or after July 1, 2011, reductions in personnel shall be based first on certification and qualifications, and then by seniority of the member as a Woodhaven-Brownstown School District administrator. District seniority will be used as a tie-breaker. The term "qualifications" as used herein refers to those criteria contained within teach bargaining unit job description.

Recall of administrators displaced due to reduction will be in reverse order of reduction of administrative staff, assuming certification and qualifications are met.

An administrator previously displaced due to reduction of staff shall be given first opportunity over a new hire for reinstatement to the same position or to any administrative or supervisory vacancy for which the Board determines he/she is certified and qualified.

Any misapplication of the above Board's rights which affects a layoff or termination of any member of the Association that might be construed as arbitrary by the Association will be subject to the grievance procedure.

#### **Section 4—Seniority**

For all WAA members hired on or after July 1, 2011, their WAA seniority is the date the Board of Education approves an initial contract or the first day worked, whichever comes first. In circumstances of more than one WAA member having the same seniority date, the individual shall participate in a drawing to determine their position on the seniority list.

Administrators on unpaid leave shall not accrue seniority while on such a leave. Administrators drawing LTD payments as specified in Article 9, Section 1, from the first day forward, shall not accrue seniority while on such a leave. This applies to all WAA members regardless of date of hire.

### **ARTICLE 6** ***Grievance Procedure***

A grievance shall be defined as a complaint by any member of the bargaining unit or Association based on an event or condition that is a violation or misapplication of this agreement. Nothing contained herein shall be construed to prevent any individual administrator from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this contract. It is expressly understood that non-renewal of an administrator's individual contract of employment is not subject to the grievance procedure.

Procedures to be followed by the administrator who files a grievance:

**Step I**—An informal discussion shall first be held with the immediate supervisor, or in cases of principals, directly with the superintendent or designee within five (5) workdays of the occurrence or knowledge thereof. Woodhaven Administrators Association official may represent the aggrieved if so desired.

**Step II**—Should the grievance not be resolved informally within five (5) work days of the conference, a written grievance may be referred to the superintendent stating:

1. Nature of the grievance



2. Articles violated
3. Action requested
4. Written signature of the party submitting grievance  
(Woodhaven Administrators Association official may submit the written grievance on behalf of the grievant, or in the case of a group grievance, on behalf of the Association.)

The superintendent or designee shall have five (5) work days after receipt of the written grievance to schedule a conference to attempt to resolve the complaint, and five (5) days thereafter to submit his/her answer and the reasons therefore, in writing, to the grievant.

**Step III**—If the grievance is not settled at the superintendent’s level, the matter may be referred, in writing, to the Board of Education either by the aggrieved or by the Woodhaven Administrators Association within five (5) work days from the superintendent’s answer. The Board shall review and make a decision within twenty (20) workdays.

Both parties may appear before the Board relative to a pending grievance at Step III if an appearance is requested within the written referral to the Board, in which case the Board shall render its decision within twenty (20) workdays of the party’s appearance. The Board’s decision concerning the matter will be final unless the issue is eligible to be processed at the arbitration level.

**Step IV—Arbitration** shall be available for all grievances that have been properly processed through Steps I, II, and III except for non-renewal of an administrator’s individual contract and the evaluation of an administrator. As discussed in Article 4, Section 3, non-renewal of an administrator’s employment contract is not subject to the grievance procedure, including arbitration.

If the Association is not satisfied with the disposition of such grievance at Step III, the grievance may be submitted to arbitration before an impartial arbitrator. The Association may request, in writing, arbitration of the grievance within ten (10) days of Step III disposition. If the parties cannot agree as to the arbitrator, he/she shall be selected pursuant to the rules and regulations of the American Arbitration Association.

**Powers of the Arbitrator**—It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision only in cases alleging termination without just cause during the term of an administrator’s individual contract of employment.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He/she shall have no power to rule on any of the following:
  - a) the termination of services of, or failure to re-employ any probationary employee;
  - b) the placing of a probationary employee on additional probation;
  - c) any complaint for which there is another remedial procedure or form established by law or regulation having the force of law.
3. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement, and he/she shall not imply obligations and conditions

- binding upon the Board from this agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
4. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
  5. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator of which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding upon the Association, its members, the employee or employees involved, and the Board.
  7. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
  8. *Claims for back pay*—all grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred.
    - a) All claims for back wages shall be limited to the amount wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
    - b) No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.
  9. The arbitrator cannot grant relief extending beyond the termination date of the contract.
  10. It is understood that the grievance and arbitration clause shall not be applicable to the grievance procedure when arising in the period between the termination of the present contract and the effective date of its successor.
  11. The arbitrator may not make an award that in effect grants the Association that which it was unable to secure during collective negotiations.

## **ARTICLE 7**

### ***Staff Methods and Procedures***

#### **Section 1—Vacancies**

The Board and the Woodhaven Administrators Association agree that all positions shall be staffed by the most competent and qualified persons that can be secured for them. The Woodhaven Administrators Association also agrees that the Board shall have the right to make final decisions on the staffing of all positions covered by this agreement by any of the methods and procedures set forth below.

The Board shall have the right to staff any position covered by this agreement on a temporary or emergency basis.

When filling vacancies from promotion or transfers within the bargaining unit, the Board shall advertise in the following manner:

1. A bulletin announcing the permanent vacancy, including job title and a brief description of the duties and functions, shall be circulated to all administrators.
2. Any administrator believing himself to be qualified shall file a written notice of such interest in the position within seven (7) calendar days.
3. Interviews will be provided the interested administrator. The administrator may be required to submit necessary materials and/or documents in pursuit of the position.
4. Notice that the search for a highly qualified person to fill the position is not restricted to the District.

In the selection procedure for all permanent vacancies, all factors shall be considered and judged in the weighing of the needs of the individual, the School District, the students, and the Board.

### **Section 2—Promotion**

A promotion is a change in a bargaining unit position that is in a higher compensation level because of duties, functions, and responsibilities of a more substantial nature and degree. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular activities.

### **Section 3—Transfers**

A transfer is defined as a change in assignment, bearing the same title and at the same organizational level; that is, elementary principal to elementary principal in a different building. A change to a different organizational level, requiring different background or skills, such as middle school principal to senior high school principal, is not considered a transfer.

An administrator who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside the unit are considered for that position.

It is understood that an administrator may not request a transfer during a probationary period except when approval is obtained from the superintendent.

Requests for transfers must be in writing, giving the reason for the request, the position requested, and the administrator's qualifications. Such requests are to be submitted to the superintendent and renewed annually if they are to remain active.

Any change in assignment shall not result in a reduction in pay or benefits unless the second position has a maximum salary lower than the salary the administrator was receiving.

### **Section 4—Involuntary Transfer**

An administrator may be assigned to an administrative position in any building, location, or department.

### **Section 5—Temporary Appointment**

A temporary appointment may be made to fill an administrative position by the superintendent. In the event a Woodhaven Administrators Association administrator is the temporary replacement, his/her service in the temporary position, if exceeding ninety (90) calendar days within the school year, shall thereafter be compensated at the rate applicable to the occupied position or the appointee's prior rate, whichever may be greater.

### **Section 6—Administrative Mentor Program**

A mentor program for new administrators will begin in the 2006-07 school year. New administrators will be assigned a mentor in their first year of employment as an administrator in the Woodhaven-Brownstown School District. A second year of mentoring is optional at the recommendation of the superintendent of schools or designee.

**Mentors:**

1. Must have at least three (3) years of successful administrative experience in the district and volunteer for the position.
2. Will be selected and assigned by the superintendent or designee.
3. Compensation as per Article 10, Section 12.
4. Will be excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the new administrator.
5. Must log an average of three (3) hours (outside of the regular school day) with their mentee per month (during the administrative work year), covering the topics noted below.

**Mentee:**

1. Will be provided professional development opportunities as needed, provided the finances are available.
2. Will be able to request a change of mentor. This request should be put in writing and this change will be at the discretion of the superintendent.
3. Will keep a detailed log of all sessions and topics covered. The log may be reviewed with the superintendent or designee. The purpose of the log is to provide reference materials for the mentee. These materials will relate to the topics covered. This log is to be shared periodically with the mentor.
4. Must log an average of three (3) hours (outside the regular school day) with their mentor per month (during the administrative work year), covering the following topics:
  - a. Budget
  - b. Professional goals
  - c. Evaluation of professional staff
  - d. Evaluation of non-professional staff
  - e. Instructional leadership methodology
  - f. Management of the physical plant
  - g. Discipline procedures and guidelines
  - h. NCA/school improvement criteria
  - i. Scheduling/staffing of the building
  - j. Parent/community relations
  - k. Recordkeeping/building forms
  - l. Field trips
  - m. Daily/after school activities
  - n. Bussing issues
  - o. Other to be determined by the mentor/mentee

## **ARTICLE 8**

### ***General Provisions***

**Section 1—Association Use of School Buildings**

The Association may use a school building's facilities for its proper business activities subject to the building use policy.

**Section 2—Lunch Period**

Administrators shall be allowed a duty-free lunch period. Such lunch period will not be scheduled, but will be taken as determined by the administrator involved.

**Section 3—Assignment of Duties**

Job descriptions within the bargaining unit shall be established for each administrative position as determined by the Association and the superintendent or designee. Job descriptions shall be mutually agreed to and reviewed upon request.

#### **Section 4—Tenure**

As set forth in the Michigan Teachers' Tenure Act, Article III, Act No. 4 P.A. 1937, as amended, tenure is not granted for administrative positions. Said administrator shall have tenure only as a classroom teacher provided the requirements of certification are fulfilled. Tenure status previously acquired while employed in the Woodhaven-Brownstown School District, by Board action or operation of law, shall not be affected by this section.

#### **Section 5—Board Meetings**

Administrators shall attend one Board meeting per year to present to the Board of Education initiatives, programs, or goals as they pertain to their school. A schedule will be developed by the superintendent in consultation with the administrators.

#### **Section 6—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.

#### **Section 7—Special Conferences**

The superintendent and the Association president, upon request of either party, shall meet to discuss matters relating to this agreement or any other collective bargaining subject.

#### **Section 8—Creation of New Positions**

All new administrative or supervisory positions below the level of executive director shall be subject to the bargaining process if they are degreed and certified.

#### **Section 9—Organizational Leave Days**

Five (5) days per year shall be available to the Association for use to attend conferences related to Association affairs. These days may be used by only two (2) Association members at any one point in time. It is further understood that all such leave days shall have the prior approval of the Association, which shall notify the superintendent at least seven (7) days prior to the days such leave time is to be taken. No accumulation of organizational leave days is permitted.

#### **Section 10—Personal Life**

The personal and private life of an administrator is not within the appropriate concern of the Board unless the conduct of the administrator adversely impacts upon his/her ability to fully and faithfully perform the duties and meet the requirements of his/her professional position.

**ARTICLE 9**  
**Leaves**  
**Compensatory Leaves of Absence**

**Section 1—Sick Leave of Absence**

Administrators will have unlimited sick days until long term disability goes into effect.

In the event the administrator would contract an illness/sickness or suffer an injury as a result of an accident that he/she was disabled from continuing his/her duties, the Board shall provide a long-term disability plan as follows:

<b><u>Disability Period Following Commencement of Disability</u></b>	<b><u>Percent of Salary Installment to be Continued</u></b>
First 30 work days	100%
31st work day — 180 <sup>th</sup> calendar day	80%
181st — 364 <sup>th</sup> calendar day	70%
365 <sup>th</sup> calendar day and over	66-2/3%

**Section 2—Business Days**

Each administrator shall be credited with three (3) days per work year without loss of pay to take care of matters of a personal nature that cannot be taken care of at a time other than scheduled work time. Such leave days shall be in addition to sick leave days and shall not be accumulated. The administrator must notify the superintendent's office at least two (2) days before the requested leave except in cases of emergency.

It is expressly understood that business days shall not be used for personal pleasure or Association business. The administrator may be asked by the superintendent to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. He/she may apply to the superintendent for two (2) additional business days each year.

**Section 3—Funeral Leave of Absence**

Due to a death in an administrator's or spouse's immediate family, the administrator shall be granted up to five (5) days with pay, not chargeable to any leave otherwise granted, at any one time.

The term "immediate family" as used in this section shall mean employee, spouse, and their parents, grandparents, children and spouses, brothers or sisters and spouses. Upon application and approval of the superintendent, one (1) day may be granted for nieces, nephews, uncles, and aunts. No accumulation of funeral leave is permitted.

**Section 4—Jury and Court Leave of Absence**

Each full-time administrator shall be excused from his/her regular assigned duties for jury duty or the attendance at any court pursuant to a job-related subpoena. He/she shall be paid his/her regular salary, then will reimburse the School District in the exact amount of his/her jury duty compensation, if any, minus any mileage allotment.

### **Section 5—Selective Service Physical Examination**

Administrators called for a selective service physical examination shall be excused without loss of pay.

### **Section 6—Absence Notification**

It is understood that when an administrator is going to be absent under any of these provisions, he/she shall notify the receptionist at the administration building as far in advance as possible. Any other absence from assigned duties of an administrator must have prior approval from the superintendent or designee.

## **Non-Compensatory Leaves of Absence**

### **Section 7—Childcare Leave of Absence**

A childcare leave of absence without pay shall be granted to an administrator for a period of up to one (1) year. This leave may be extended for an additional year upon written application and approval of the Board. It is further provided that:

1. During said leave, the administrator shall maintain teacher tenure status, insurance on a self-pay basis if approved by the insurance carrier, accumulated allowable leave days, and all other rights provided in this agreement.
2. Administrators, upon return, will be reinstated to their administrative position if possible, or a position of like nature provided the employee is physically able to return to work.
3. In the event an administrator desires to return to work prior to the termination date of the leave, sixty (60) days notice of intent to return shall be given to the superintendent.
4. The administrator, upon return, may be required to provide a physician's statement of the ability to perform all necessary duties and functions of the administrative assignment.

### **Section 8—General Leave of Absence**

Any administrator may be granted a leave of absence subject to Board approval of up to one (1) year for any worthwhile purpose. Such a leave may also be extended for a second year if the Board so chooses. At the end of the leave, the administrator shall be appointed to his/her old position or a like position for which he/she is certified and qualified.

## **ARTICLE 10 Emoluments**

### **Section 1—Transportation Reimbursement**

The Board shall reimburse each of its administrators for transportation expenses incurred in one of the following ways:

1. \$500 paid to the administrator, or
2. Submit mileage quarterly for reimbursement at the IRS mileage rate.

Each administrator shall indicate his or her choice for transportation expense reimbursement on or before September 1<sup>st</sup> of each school year. For the 2003-04 school year, if any administrator has already accrued mileage expenses in excess of \$500, they shall be paid the higher amount. All others will receive the \$500 payment option.





\$300 per month if at least 150 Woodhaven-Brownstown School District employees opt out of the District health plan.

An administrator taking this option must show proof of alternative health insurance coverage each open enrollment period.

### **Section 6—Dental Insurance**

The Board shall provide a dental care program for all administrators and their eligible dependents as described in Appendix B.

### **Section 7—Vision Insurance**

The Board shall provide a vision care program for all administrators and their eligible dependents as described in Appendix B.

### **Section 8—Life Insurance**

The Board shall provide term life insurance protection in the amount of \$100,000 that will be paid to the administrator's designated beneficiary. In addition, \$5,000 in term life insurance protection will be provided to the spouse of each administrator and \$2,000 to each eligible dependent(s).

### **Section 9—Workers' Compensation**

Administrators incurring service connected illness or injury will be provided workers' compensation benefits in accordance with the Workers' Compensation Act of Michigan, Act No. 10, P.A. of 1912, as amended.

Disabled administrators eligible for benefits will be paid one hundred percent (100%) of the full amount of their regular salary or wages for a period not to exceed one (1) year, provided, however, that compensation checks when received by the employee from the compensation carrier be endorsed and submitted to the School District as partial reimbursement for this benefit.

### **Section 10—Retirement/Severance**

The Board agrees to pay full state retirement benefits to the Michigan Public School Employees Retirement System as set forth by state law.

Any qualified administrator who retires or severs their employment with the District shall receive a severance payment, based on years of service, equivalent to the maximum amount of terminal pay a teacher could receive, based on years of service, under Article 10, Section G of the WBEA collective bargaining agreement plus 2% of the high school principal, step 1 salary. Administrators that received a severance payout when they left their teaching positions to become administrators shall have their final severance amount reduced by the amount of payout already received.

At the discretion of the qualified administrator, payment may go directly to the administrator or may be directed to a TSA, IRA, or 403(b) plan of the administrator's choice.

This severance incentive is not payable to any administrator who is leaving the District as a result of discharge.

**Section 11—Professional Dues**

The Board agrees to pay for each administrator the total cost of regular dues per fiscal year to one professional organization approved by the Board, but not to named union in this agreement.

**Section 12—Mentor Compensation**

Mentors for new administrators will be compensated at a rate of \$1,500 per school year. Request for payment must be submitted to the business office by May 15<sup>th</sup>. The mentor’s request for payment will be accompanied by a spreadsheet indicating the dates and times that meetings occurred as well as the topic(s) covered at each meeting.

**ARTICLE 11  
Salary and Work Year**

**Section 1 – 2012-13 Salary**

2012-13 School Year						
	Responsibility Factor	Year 1	Year 2	Year 3	Year 4	Year 5
HS Principal	1.4354	99,116	102,182	105,343	108,602	111,961
MS Principal	1.3619	94,041	96,950	99,949	103,041	106,228
SpEd Director	1.3619	94,041	96,950	99,949	103,041	106,228
Elem Principal	1.3207	91,197	94,018	96,926	99,924	103,015
AD	1.3065	90,215	93,006	95,883	98,849	101,907
AP	1.3065	90,215	93,006	95,883	98,849	101,907
SpEd Supervisor	1.3065	90,215	93,006	95,883	98,849	101,907

Year 5 salary determined by multiplying responsibility factor by teacher MA10 salary.  
Year 1 through Year 4 salaries are determined by reducing the Year 5 salary by 3% for each subsequent year.

**2012-13: Step-freeze**

Beginning with the December amended budget, through the final audited budget for 2012-13, in regards to the projected June 30, 2013 fund balance:

- If at or above \$2.75 million, then there will be a wage re-opener.

**Section 2—Professional Preparation**

The following annual payment will be made to each administrator based upon professional preparation:

Doctorate	\$2,600
Educational Specialist	\$1,800
MA+ 30	\$900

**Section 3—Evaluation Factor and Section 4—Personal objective Factor** are hereby preserved as historical documents. Neither factor shall be in effect for the 2011-12 contract year. Discussions regarding their applicability may resume as negotiations are established for the 2012-13 school year and beyond.

### **Section 3—Evaluation Factor**

Beginning with the 2008-09 school year and for the duration of this contract, this section shall be applied consistent with past contracts with the exception noted in Section 6 for 2010-2011 year. Based upon a satisfactory rating on an administrator's composite evaluation, he/she shall receive a salary adjustment of 1% of his/her base salary for the year following the evaluation. A maximum of 1% per year will be given during 2008-09 and 2009-10 contract years which are already factored in on the salary schedule. If an administrator receives an unsatisfactory rating, the evaluation factor percentage increase of the prior year's base salary will be deducted from that administrator's salary for the following year. Administrators on staff during the 2007-2008 school year and who achieved a satisfactory composite evaluation in the 2007-2008 shall be eligible for this factor in the 2008-09 year. The evaluation factor increase for the 2010-11 year is addressed in Section 6.

### **Section 4—Personal Objective Factor**

Beginning with the 2009-2010 year and for the duration of this contract, this section shall be applied consistent with past contracts. During the 2008-2009 year, a committee shall be seated and develop and recommend a new evaluation model that meets the approval of the WAA and the administration and Board of Education. This model shall include a description of personal objectives, and how they are to be measured for success as well as a comprehensive composite evaluation instrument.

Beginning with the 2008-2009 year, each administrator shall establish two (2) personal job related objectives for each year mutually agreed upon by the administrator and the superintendent. The successful attainment of each objective will result in an adjustment of ½% per objective added to the administrator's salary for the following year applicable to the 2009-10 year. If an administrator does not achieve one or both of his/her goals, the percentage related to the number of goals not achieved will be deducted from that administrator's salary for the following year. A maximum of ½% per goal per year will be given during any single contract year which is already factored in on the salary schedule except as noted below for the 2010-2011 year.

For the 2010-2011 year, the personal objective factor and evaluation factor shall be paid as follows:

1. If the total cost of insurance for full family increases less than or equal to 5% from 2009-10 year, the total personal objective factor will be 1.5% (.75% per objective) and evaluation factor (Section 5) will be 1.5%.
2. If the total cost of insurance for full family increases more than 5% and less than or equal to 10%, the total personal objective factor will be 1% (.5% per objective) and evaluation factor (Section 5) will be 1% (Section 5).
3. If the total cost of insurance for full family increases more than 10% from 2009-10 year, the total personal objective factor shall be .5% (.25% per objective) and the total evaluation factor (Section 5) shall be .5%

## **Section 5—Work Year**

All administrators will be twelve (12) month employees.

The high school principal, community education director, and full-time athletic director shall work two hundred fourteen (214) days per fiscal year, four of which may be “floating” work days, excluding holidays and scheduled vacation.

The middle school principal, elementary principal, assistant principal, and all other administrators within the bargaining unit shall work two hundred four (204) days per fiscal year, four of which may be “floating” work days, excluding holidays and scheduled vacation.

## **Section 6—Vacation**

Vacation days shall be equal to the number of days in the fiscal year, excluding work days and holidays. Vacation days are subject to the approval of the superintendent.

## **Section 7—Paid Holidays**

Each administrator will receive the following twelve (12) paid holidays:

Independence Day	Christmas Eve	Good Friday
Labor Day	Christmas Day	Easter Monday
Thanksgiving Day	New Year’s Eve	Easter Tuesday
Friday following Thanksgiving	New Year’s Day	Memorial Day

## **Section 8—Rate of Pay for Additional Work**

The daily rate for assigned and pre-approved work for additional pay will be calculated using the following formula:

$$\frac{\text{Salary (per schedule)}}{\text{Number of days in work year (per fiscal year)}}$$

The hourly rate for such work will be calculated by dividing the daily rate by eight (8) hours.

## **Section 9—Pay Periods**

Salary shall be paid in 26 equal installments. All administrators hired on or after July 1, 2006 will have their salary posted by direct deposit. All administrators hired before July 1, 2006 **must** elect direct deposit no later than the first pay period in July, 2008.

## **Section 10—Agreement Duration and Pay**

For the 2008-2009 year only, administrators hired before July 1, 2008, shall receive a one time \$160 additional payment to accommodate for the change in the duration of the agreement. This payment shall be paid no later than the second pay period following the execution of this agreement. For the 2008-2009 year and going forward, each administrator shall receive 26 equal pays at the agreed upon pay scale for the year effective August 1<sup>st</sup> 2008 through July 31<sup>st</sup>.

**ARTICLE 12**  
***Miscellaneous Provisions***

**Section 1—Validity of Agreement**

The parties acknowledge that during the negotiations which resulted in this agreement, each 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 the understanding 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 and unqualifiedly waive the right and each agrees that the other will 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 subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement, except by mutual consent.

Should any article, section, or clause of this agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement but the remaining articles, sections, and/or clauses shall remain in full force and effect for the duration of the agreement.

The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this agreement.

**Section 2—Negotiations**

At least one hundred twenty (120) days prior to the expiration of this agreement, the parties shall begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of administrators employed by the Board. Upon the showing of good cause and by mutual consent, negotiations may be convened by the negotiating teams for the Board and the Association prior to the established time limit.

**Section 3—No Strike Clause**

The Association agrees that its membership will comply with the provisions of this agreement so that a harmonious and cooperative relationship shall prevail; that it will not sanction, approve, or permit its members to cause nor will any member of the bargaining unit take part in any strike, work stoppage, "blue flu", or any curtailment of duties as specified on the job description.

**ARTICLE 13**  
***Duration of Agreement***

**THIS AGREEMENT** will be in effect from **August 1, 2012** and remain in full force and effect until midnight, **July 31, 2013**, at which time it will be terminated. This agreement or any of its written terms shall not extend beyond the specified date, except by written consent of each of these parties.

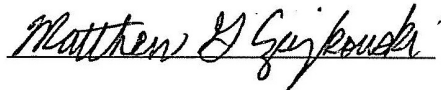
**Woodhaven-Brownstown School District**  
**Board of Education**

**Woodhaven Administrators**  
**Association**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_

**Date: June 20, 2012**

## **MEMORANDUM OF UNDERSTANDING**

In consideration of reaching agreement upon the terms of this collective bargaining agreement and as further expression of both parties' desire to avoid discord upon the meaning and application of its terms, both parties acknowledge the following:

It is understood that it is the intent of the Board of Education to continue the past practices established in the implementation of Article 5, Section 3, as it relates to a reduction in administrative staff.

Should there be a reduction, affected administrator would be placed in a classroom position for which the administrator is certified and qualified. All public school experience previously acquired while a "teacher" within the meaning of Article 1, Section 1 of the Teachers' Tenure Act, whether within or outside the Woodhaven-Brownstown School District, shall apply to years on the teachers' salary schedule.

### **MEMORANDUM OF UNDERSTANDING II Regarding Article 11, Section 5 and Section 6**

Section 3-Evaluation Factor and Section 4-Personal Objective Factor are hereby preserved as historical documents. Discussions regarding their applicability may resume as negotiations are established for the 2008-2009 school year and beyond.

#### **Section 3—Evaluation Factor**

Based upon a satisfactory rating on an administrator's composite evaluation, he/she shall receive a salary adjustment of 1% of his/her base salary for the year following the evaluation. A maximum of 1% per year will be given during any single contract year, which is already factored in on the salary schedule. If an administrator receives an unsatisfactory rating, 1% will be deducted from that administrator's salary for the following year. See Memorandum of Understanding II.

#### **Section 4—Personal Objective Factor**

Each administrator shall establish two (2) personal job related objectives for each year, mutually agreed upon by the administrator and the superintendent. The successful attainment of each objective will result in an adjustment of ½% per objective of each administrator's salary for the following year. A maximum of 1% per year will be given during any single contract year, which is already factored in on the salary schedule. If an administrator does not achieve one or both of his/her goals, ½% for each goal not met will be deducted from that administrator's salary for the following year. See Memorandum of Understanding II.

**APPENDIX A**  
**2012-13 School Calendar**

August 1	First day (214-Day) Administrators
August 15	First day (204-Day) Administrators
August 28	Teachers' first day
Aug 31*, Sept 3	Labor Day recess
September 4	Students' First Day
October 11	Parent-Teacher Conferences (grades 10-12)
October 18	Parent-Teacher Conferences (grades 6-9)
November 6	Professional Development (No students)
November 21	½ day students and teachers
November 22, 23	Thanksgiving recess
November 29	Parent-Teacher Conferences (grades K-5)
December 12	½ day students grade K-12; PD 3 hours
December 24-Jan 4	Winter recess
January 7	Classes resume
January 24	Parent-Teacher Conferences (grades 6-7 & 10-12)
January 31	Parent-Teacher Conferences (grades 8-9)
February 15	½ day students grade K-12; PD 3 hours
February 18	Mid-Winter recess
March 1	½ day students grades K-9 (Records Day)
March 14	Parent-Teacher Conferences (grades K-5) —Students ½ day
March 29-April 5	Spring recess
April 8	School resumes
May 25	½ day students and teachers
May 27	Memorial Day
June 12	Students' last day (half day)
June 12	Teachers last day
June 20	All Administrators last day

\* For the 2012-13 school year only



APPENDIX B  
Administrators' Section 125 Cafeteria Menu

Medical	Medical	Dental	Vision	Term Life	Disability Income	Medical Expense Reimbursement	HRA	HSA	Dependent Care Assistance
<p>MESSA CHOICES II PPO Plan</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p> <p>2012-13</p> <p>In-Network Deductible: \$500/\$1,000</p> <p>Co-Pay \$20 office \$25 UC \$50 ER</p> <p>Prescription - Saver Rx</p>	<p>MESSA ABC PLAN I High Deductible Plan</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p> <p>2012-13</p> <p>In-Network Deductible: \$1250/\$2,500</p> <p>Prescription - Saver Rx</p>	<p>DELTA DENTAL</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p> <p>Class I 100% Class II 90% Class III 90% Class IV 90%</p> <p>Annual Max: \$1,000</p> <p>Orthodontics: 90% \$900 lifetime max</p> <p>No adult Orthodontics</p>	<p>VSP 3</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p>	<p>Base Benefit Levels - \$100,000</p> <p>Supplemental Life: \$10,000 to 5 times your current salary</p> <p>Dependent Life: Spouse \$5,000 to 50% of the voluntary coverage applied to yourself</p> <p>Child: \$2000 to \$10,000</p>	<p>Board Paid:</p> <p>First 90 days salary</p> <p>LTD insurance: goes into effect after 90 days</p> <p>See Article 9, Section 1 for limitation of amounts and additional details</p>	<p>Pre-tax dollars used for: Deductibles; Co-Pays; Non-covered and other expenses in accordance with IRS regulations</p> <p>Limit \$2,500</p>	<p>Employer contribution with the MESSA CHOICES II medical</p> <p>District contributes monthly amounts under the State Health Care Cap</p>	<p>Employer contribution with the MESSA ABC Plan I medical</p> <p>District contributes monthly amounts under the State Health Care Cap</p> <p>Employee can contribute up to the IRS allowable contribution</p>	<p>Pre-tax dollars used for: Child Care; Adult Care and other expenses in accordance with IRS regulations</p> <p>Limit: \$2,500 - \$5,000</p>

## INDEX

Absence Notification.....	12	Negotiations.....	18
Administrator’s Rights .....	4	New Positions.....	10
Agency Shop.....	1	No Strike Clause.....	18
Assignment of Duties .....	9		
Agreement		Organizational Leave Days.....	10
Distribution .....	10		
Duration.....	17, 19	Pay for Additional Work .....	17
Validity .....	18	Pay Periods.....	17
Association Membership .....	1	Personal Life .....	10
		Personal Objective Factor.....	16, 20
Board Meetings .....	10	Personnel File.....	4
Business Days.....	11	Probation Status .....	3
		Professional Dues .....	15
Cafeteria Plan.....	22	Professional Preparation .....	15
Calendar		Promotion .....	8
2011-12 School Year .....	21	Protection of Administrators.....	13
Dues Checkoff.....	2	Recognition.....	1
		Reduction in Staff .....	4
Emoluments.....	12	Retirement.....	14
Evaluation.....	3		
Evaluation Factor.....	16, 20	Salary	
		2012-13.....	15
General Provisions .....	9	Selective Service Physical Exam ...	11
Grievance Procedure .....	5	Severance.....	14
		Special Conferences .....	10
Holidays .....	17	Staff Methods and Procedures .....	7
		Staff Selection/Assignments.....	4
Insurance			
Dental.....	14	Tax Sheltered Annuities.....	13
Health.....	13	Temporary Appointment .....	8
Life.....	14	Tenure .....	10
Vision .....	14	Termination of Employment .....	3
		Transfers .....	8
Leaves of Absence		Transportation Reimbursement.....	12
Child Care .....	12		
Funeral .....	11	Use of School Buildings.....	9
General.....	12		
Jury Duty/Court .....	11	Vacancies .....	7
Sick.....	11	Vacation .....	17
Liability Coverage .....	13		
Lunch Period .....	9	Work Year.....	17
		Workers’ Compensation .....	14
Management Rights .....	1		
Memorandum of			
Understanding .....	20		
Mentor .....	8, 15		