

MASTER AGREEMENT

BETWEEN

**WAVERLY ADMINISTRATORS
EDUCATION ASSOCIATION**

and

**BOARD OF EDUCATION
of the
WAVERLY COMMUNITY SCHOOLS**

JULY 1, 2010 - JUNE 30, 2013

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MASTER AGREEMENT

The Waverly Community Schools Board of Education, hereinafter referred to as the Board, and the Waverly Administrators Education Association, hereinafter referred to as the Association, in consideration of the following mutual covenants agree as follows:

ARTICLE I RECOGNITION

Section 1.1

The Waverly Community Schools Board of Education, hereinafter referred to as the Board, recognizes the Waverly Administrators Education Association, hereinafter referred to as the Association, as the exclusive bargaining representative for the unit of employees described by the Michigan Employment Relations Commission Certification of Representative for Case No. R718-821 dated March 25, 1971.

Section 1.2

The term "principals" used in this Agreement shall refer to the principals and assistant principals in the Waverly Community School District.

ARTICLE II BOARD RIGHTS

Section 2.1

The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the work related activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the requirements for their continued employment, or their termination, dismissal or demotion; and to promote, and transfer all such employees.

- C. To establish grades and courses of instruction; including special programs, and to provide for athletic, recreational and social events for students, all deemed as necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the other terms and conditions of employment of principals.
- F. To define the qualifications of employment, including physicals and/or psychological qualifications.
- G. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- H. To determine the size of the management/supervisory organization, its functions, authority, amount of supervision and table of organization.
- I. To determine the policy affecting selection, testing, recruitment, training or hiring of employees
- J. To determine or modify the responsibilities invested within a position
- K. To transfer or reduce administrative personnel, when, in the judgment of the Board such actions are deemed necessary.

Section 2.2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and The Constitution and Laws of the United States.

Section 2.3

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS, RESPONSIBILITIES AND PROTECTION

Section 3.1

Each principal shall have the right, upon request to the Superintendent, to review the contents of his/her own personnel file, excluding placement papers and recommendations from previous employers. A representative of the Association may, at the request of the principal, accompany the principal in this review.

No materials concerning a complaint about the principal may be placed therein without first allowing the principal an opportunity to file a response thereto, and said response shall become part of said file. In the event that a proper request is made by an outside authority, for a copy of information from the files, the principal shall be notified before the copies are released.

Section 3.2

Any person having a complaint against a principal and who has not lodged his/her complaint with the principal, when appropriate, shall be referred to the principal by the principal's direct supervisor. If it is determined, by the direct supervisor, that it is inappropriate for the person making the complaint to contact the principal directly, the direct supervisor will contact the principal, informing the principal of the details of the complaint and who is making the complaint. This process will occur within two (2) school days of receiving the complaint unless the Superintendent and/or principal are absent from the building, in which case the deadline shall be the end of work the day after the party returns.

Any written complaint, received by a direct supervisor, about a principal shall be brought to the principal's attention within one (1) school day. The principal shall receive a copy of the signed complaint. The validity of the complaint shall be investigated by the direct supervisor and or designee. The principal shall be given the opportunity to respond to the complaint, including, where appropriate, a meeting with the person making the complaint, before any final determination, disciplinary, or corrective action is taken.

Section 3.3

Voluntary deductions which are approved by the Board and authorized in writing by a principal shall be deducted from the salary of the principal.

Section 3.4

The principal or designee will be notified of personnel vacancies in his/her building and will

be involved in the hiring process unless the selection of personnel is pre-determined by employee master agreements. The principal may waive this involvement unless the principal's participation is directed by his/her supervisor. It is understood that the final recommendation of all hiring shall be reserved to the superintendent.

Section 3.5

The principal, in fulfilling his/her obligations to students, fellow professionals, community, other staff and the Board of Education, shall act in an ethical and professional manner.

Principals shall not be disciplined, discharged, reprimanded, reduced in rank or in compensation, or terminated during the term of this agreement without just cause.

In the event that the Board undertakes to dismiss the Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. Such hearing shall be public or private at the written election of the Administrator, to the extent allowed under the Michigan Open Meetings Act. At such hearing, the Administrator may have legal representation of his/her own choice and at his/her own expense. The Administrator shall have the right to: (1) hear all evidence, documentary and testimonial brought in support of the charges; (2) cross-examine witnesses who are produced to testify in support of the charges; (3) produce his/her own witnesses; and (4) produce other proof by way of defense or rebuttal to the charges.

In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation. The above standards for termination during the term of this Contract shall not apply to non-renewal of this Contract at its expiration, the procedures and standards for which shall instead be governed by Section 1229 of the Revised School Code or its successor provision.

Section 3.6

The principal shall be kept informed of the progress and decisions made on any grievance or arbitration case that establishes interpretation or precedents of employee contracts.

Likewise, the principal will keep the supervisor informed of possible grievance concerns and reflect a management viewpoint in the response to matters of grievance.

Section 3.7

It is recognized by the Board and the Association that one of the most important functions of the principals is the evaluation of other staff members; therefore, the described member

shall not only fulfill the minimum evaluation requirements as prescribed in appropriate laws, Waverly School District Policies and other employee contracts, but shall evaluate the performance of all employees under the principal's supervision.

Section 3.8

It is the responsibility and duty of the Association and any member thereof not to engage in, authorize or support any encouragement of or collusion with bargaining activities of any other bargaining units of employees of the District. It is agreed that the managerial functions of the members of the Association are a part of the responsibilities implicit with the position.

Section 3.9

The Association agrees that it, or its members, shall not authorize, sanction, condone, engage in, or acquiesce in, any strike, slowdown, stoppage, sit-in, picketing, or any other acts designed to disrupt the normal activities of the day by day operation of the school district. In the event of any such action, the Association, through its officers and other representatives, shall immediately notify such principals to immediately cease such action and return forthwith to their regular duties.

The Board shall have the right to discipline, including discharge, any member of the Association for taking part in any violation of this provision.

Prior to taking such action, the Board shall notify the Association of its intention and may consult with the Association in connection therewith.

Section 3.10

School equipment which is used by a principal for school business may also be used by that person for Association business except during normal working hours, excluding consumable goods and the services of any school employees during hours for which they are being compensated by the Board.

Section 3.11

The Association, or its representatives, may hold meetings once a week in school buildings. The Association representatives shall be permitted to hold such meetings in accordance with any applicable Board policy when:

- A. Other District meetings have not been scheduled; and
- B. The meeting is scheduled before or after the regular work hours and when students are not in session.

Section 3.12

The professional discretion of principals in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with the school program, the goals of the school District, and the terms of this Agreement. Any use of a sick day will be reported to Personnel or on the attendance line.

It is understood that this clause does not preclude the setting of hours by the Board or the Superintendent when necessary and is not intended to supersede or conflict with the requirements of any leave policy.

Section 3.13

In those buildings where more than one principal is assigned, at least one principal shall be in the building during normal working school hours unless a meeting is, or has been, called by the superintendent or his/her representative. However, when a building is left without a principal for one-half day or more, a certified person may be designated by the principal as being "in charge." Further, a backup administrator shall be arranged to deal with occurrences requiring administrative authority. When a principal is away from his/her building for any reason other than illness or vacation, it is the principal's responsibility to notify his/her supervisor when he/she will be gone and to leave information with the building secretary on where he/she may be reached in the event of an emergency and, for periods of one-half (1/2) day or more, the designated person and administrator covering the building.

Section 3.14

Any case of assault upon a principal who is acting within the scope of responsibility and authority shall be promptly reported to the Superintendent. The Superintendent shall render assistance to the principal in connection with handling the incident by law enforcement authorities if requested by the principal. In the event of damage from vandalism to personal property of a principal used by such principal in the course of the duties which occurs on school property, the Superintendent will cover the cost of repair or replacement of such personal property up to two hundred (\$200.00) dollars.

Section 3.15

A loss of time resulting from complaints, assaults, investigations or legal action related to a principal's position shall not be charged against the principal unless he/she is finally adjudged guilty of a crime in a court of competent jurisdiction.

ARTICLE IV
PRINCIPAL CONTRACTS

Section 4.1

All principals will be on a two (2) year contract extended annually.

Section 4.2

Any principal transferred to a different classification shall maintain his/her contract status.

Section 4.3

The Board of Education shall give written notice to the principal at least ninety (90) days prior to June 30 that it is considering non-renewal/layoff of the principal's contract and the reason therefore, afford the principal the opportunity to meet with the Board, and give written notice of non-renewal/layoff at least sixty (60) days before termination date of the principal's contract. If notice of non-renewal is not given, in the case of a principal eligible for a one (1) year contract, the principal's contract shall be renewed for a one (1) year period; or, in the case of a principal eligible for a two (2) year contract, the principal's contract shall be renewed for a two (2) year period.

Section 4.4

It is expressly agreed that in the event of declining enrollments, reorganization of instructional patterns or building closing, or financial reasons resulting in a Board of Education determination to reduce the number of principals, the individual principal's contract of employment is subject to layoff or termination; however, a principal who is on a two (2) year contract shall be subject to involuntary transfer.

Section 4.5

Any principal covered under this Agreement has not been, and shall not be, deemed to have been granted continuing tenure in any administrative capacity by virtue of this Agreement, or any individual contract.

Section 4.6

All administrator individual contracts of employment shall be made expressly subject to all the terms of this Agreement and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Section 4.7

The board will review and take action to renew appropriate individual principal's contracts at least ninety days before contract expiration.

Section 4.8

A principal who receives less than a satisfactory performance evaluation shall be notified, in writing, by the end of the first semester of the need to improve his/her performance. Specific areas of unsatisfactory performance shall be given to the principal, in writing, and a written plan of improvement shall be included.

Section 4.9

New or changed job descriptions that are written or changed for any administrative position covered under/or to be added to the contract shall be presented to the Association for input thirty (30) days prior to said description becoming effective.

Section 4.10

Prior to a principal being assigned a task or job description change resulting in district-wide or out-of-building responsibilities, the principal shall have an opportunity to discuss the assignment with the Superintendent's designee. The discussion will include an explanation of the assignment as well as questions and concerns of the principal regarding the assignment. The principal shall have the option of discussing the assignment with the superintendent if the principal feels further discussion is necessary to resolve questions and concerns before the assignment is finalized.

Section 4.11

When a principal's position becomes vacant, other than for contracted leaves, the position will be re-evaluated as to the job description and the number of weeks of work that will be required. This will be done in cooperation with the association, with final determination to be made by the superintendent. If a change in length of work year takes place, the salary will be prorated based on current contracted salary for the position.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1

For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided, it being the intention of the parties that the time limits stated be strictly construed unless the parties mutually agree in writing to an extension. The grievance procedure shall not be deemed to apply to any proceeding pursuant to the Teacher Tenure Act.

The discipline or discharge of any principal on a one-year contract shall not be subject to the grievance procedure.

In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the individual grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit exercising said appeal commencing with the expiration date for the Board's grace period for answering.

Section 5.2 Informal Procedure

Step 1

The aggrieved employee shall begin the grievance procedure by informally discussing the matter with the appropriate central office administrator within five (5) school days after the facts become known with the object of informally resolving the matter at this level.

Section 5.3 Formal Procedure

Step 2

If not so resolved, a written statement of the grievance signed by the grievant, shall be filed with the appropriate central office administrator five (5) school days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within ten (10) school days thereafter, the aggrieved employee and the immediate supervisor, a representative of the Association, and a representative of the Superintendent shall meet to discuss the matter in an effort to resolve it.

Step 3

If not resolved at such meeting, a written answer to the grievance shall be given by the Superintendent or his/her representative within ten (10) school days after such meeting. If the Association is not satisfied with that answer, it shall then forward the grievance and answer to the Superintendent within five (5) days. Within five (5) days thereafter, the Superintendent or his/her representative shall meet to discuss the matter in an effort to resolve it. The Superintendent or his/her representative will have ten (10) school days following the meeting to respond in writing.

Section 5.4 Arbitration

Step 4

If the Association is not satisfied with the decision at step 3, the Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within ten (10) school days from the date the Superintendent's written answer is received by the Association.

Section 5.5 Powers of the Arbitrator

The arbitrator shall have the power and authority as set forth herein to resolve such grievances.

- A. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board where such discretion has been retained by the Board or the Association under Article II, respectively; nor shall the arbitrator exercise any responsibility or function of the Board or the Association. The decision of the arbitrator shall be final and binding on all of the parties, and neither the employee nor the Association shall seek independent judicial interpretation or relief for an alleged violation of this Agreement, such remedy being hereby expressly waived in favor of this grievance process.
- B. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- C. No decision in any one case shall require a retroactive adjustment in any other case.
- D. The arbitrator shall have no power to establish salary scales.

E. The arbitrator shall have no power to rule on any of the following:

1. Any Board decision or action based on Article IV of this Agreement;
2. The decision, rule, regulation, policy, eligibility, benefit, or contract terms of any insurance carrier providing coverage described elsewhere in this Agreement;
3. Where the Board is without authority to take the action sought or legally it cannot act;
4. If an appeal can be made under the terms of the Michigan Act 4, 1937, (Extra Session); and
5. The termination or failure to re-employ.

Section 5.6

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

Section 5.7

A grievance may be withdrawn at any level. No reprisals of any sort shall be taken against any party because of the filing of processing a grievance hereunder.

ARTICLE VI STAFFING METHODS AND PROCEDURES

Section 6.1

The Board and Association adhere to the principle that all positions shall be staffed by the most competent and qualified persons available. The Association also agrees the Board shall have the right to make the final decisions on the staffing of all positions covered by this Agreement

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

- A. Promotions A promotion shall mean an assignment of an employee by the Board to a position covered by this Agreement which is in a higher compensation level because of

duties and responsibilities of a more substantial nature and degree. Employee applicants for promotion shall comply with the Board's application (and selection) procedures.

- B. Evaluations Principals shall be evaluated a minimum of once per year. These limits are not to be considered as maximums as the need and circumstances may require more than the required minimum.
- C. Voluntary Transfers
1. An employee who requests a transfer shall be given an opportunity to seek a transfer coincidental with other candidates being considered for that position.
 2. When an opening occurs, it shall be announced in writing to all employees, and a period of at least one (1) week shall be established for submitting written transfer requests to the Superintendent for the open position (or any other opening that may occur as a direct result of approving a transfer to the open position).
 3. When an opening does occur, those employees who have a transfer request on file and are eligible for such a transfer shall each be interviewed by the Board or its designees.
- D. Involuntary Transfers If the Board determines that staffing requirements or the best interest of the school district warrant it, an employee may be given an involuntary transfer to another administrative assignment if the employee is certified and qualified. The involuntary transfer shall not be made until the employee has been given reasons in writing for such action and, at the employee's option, he/she has requested and received a meeting with the Superintendent to fully discuss the matter.
- E. Reduction in Staff The Association recognizes the exclusive right of the Board to reduce its personnel and/or operations, and the exclusive rights to determine the areas in which such reductions will be made. The Board does agree, however, that should such action become necessary, the following procedures will prevail:
1. When the Board identifies a need to eliminate a position due to declining enrollments, reorganization of instructional patterns or building closing, or financial reasons, it will give notice to the Association of such action and afford the Association the opportunity to discuss it with the Superintendent.
 2. Principals will be selected and retained on the basis of performance, professional service in the District, and experience in the District as an Administrator.
- Beginning July 1, 2007, seniority for new hires will be solely based upon administrative experience in the current position within the district.

3. In the event of layoff principals shall be notified in accordance with Article IV.
4. Based on the Board's right of assignment to an Administrative position, the Board shall have the right to transfer any principal to other positions within the school district for which he or she is certified and qualified and the principal shall be paid at the rate established for that position as follows:

In the event of transfer to another position classification at higher annual salary, the principal will be placed on at least the step providing for a salary increase as determined by the Superintendent; in the event of transfer to another position classification at a lower annual salary the current contract salary will be maintained for the remainder of the contract period and then be compensated at a rate reflecting full experience credit as previously granted.

F. Reinstatement

1. A principal previously displaced due to reduction in staff shall be given priority over a new hire for reinstatement to an Association position for which he/she is qualified and certified. The determination as to whether a principal is qualified and certified is specifically reserved to the Board.
2. Principals laid off will be notified in writing at their last known address of available openings and must signify in writing their intentions to apply or not apply. Failure on the part of the principal to respond to the Board's offer within thirty (30) calendar days from the date on the notification letter will be deemed by the Board to be a resignation.

G. Resignation

1. When a principal elects not to return to the employ of the Board, he/she shall submit a letter of resignation to the Superintendent no later than June 1 or a mutually agreeable date other than June 1.
2. When a member of the Association wishes to terminate his/her employment during the contract year for other than sickness or disabling injury, the Board will consider the request and may grant it.

ARTICLE VII
LEAVES OF ABSENCE

Section 7.1

All qualifying leaves shall be granted consistent with the Family and Medical Leave Act (FMLA) and other state and federal law. Except for military exigencies, the

District shall utilize a rolling back year in calculating allowable FMLA leave. The District shall use a rolling forward year for military exigencies. FMLA leave is current to other paid and unpaid leaves allowed herein, including worker's compensation leave.

Section 7.2 Sick Leave

At the beginning of each contracted year (July 1 - June 30), each principal shall be credited with fifteen (15) days of sick leave, plus all previously accumulated, but unused sick leave. Sick leave days may be used for the following:

- A. Personal illness of a principal;
- B. Emergency illness in the immediate family when necessary care cannot otherwise be arranged;
- C. Up to five (5) days to attend to a death in the immediate family. Upon approval of the Superintendent additional sick leave days may be granted.
- D. Implementation of language under 7.1 will comply with the Family and Medical Leave Act.

Section 7.3 Personal Business

Personal leave not to exceed four (4) days per year. If needed, one additional personal business day may be taken from the administrator's annual sick day allocation for the duration of the agreement. Such days are to be used only with prior approval of the building principal and superintendent. It is the intent that a school day immediately before or after a holiday, vacation, or at the beginning or end of the school year will not be utilized unless special circumstances exist. Personal business days may be accumulated up to a total of five (5).

Section 7.4 Special Leave Without Pay

Special leave provided for other important and urgent matters that cannot be handled outside of work days. Such special leave days will be at the sole discretion of the Superintendent.

Section 7.5 Miscellaneous

The following provisions apply to leave days as listed above:

- A. Immediate family for purposes of this section shall be defined as: Father, mother,

husband, wife, sister, brother, child, stepchildren, father-in-law, mother-in-law, grandparents, and grandchildren, or persons living in the same household. Upon approval by the Superintendent others may be counted when the closeness of the relationship justifies this. This decision is not grievable.

- B. On leave days for personal business and special leave, as well as any other leave, such leave must be requested in advance whenever possible.

Section 7.6 Jury Duty Leave

A principal who is summoned and reports for jury duty as prescribed by applicable law shall be paid his/her salary and reimburse the Board monies paid by the court. The mileage payment by the court is retained by the administrator. If the time required for such service on any one (1) day is four (4) hours or less, the principal will be required to return to work for the remainder of the day to his/her regular duties with the Board. Such compensation shall be payable only if the employee:

- A. Gives the appropriate central office administrator prior notice in writing of call for such service.
- B. Presents proper evidence as to the service performed and the fee received to the personnel office.

Section 7.7 Annual Two (2) Week Military Training

A principal, who is a member of the National Guard or a military reserve unit, shall be granted a leave for his/her required and involuntary annual two (2) week training commitment. All other military leaves of absence will be processed in accordance with the provisions of Federal Law.

Section 7.8 Sabbatical Leave

A sabbatical leave of up to one (1) year may be granted to principals covered by this Agreement upon approval of the Superintendent and the Board of Education.

- A. The principal must complete seven (7) years of continuous service as a principal in the Waverly Schools immediately preceding the application, before he/she can be a candidate for consideration by the Board.
- B. Requests for leave must be submitted in writing to the assistant superintendent by March 1 preceding the year in which the leave would take place. This request must be accompanied by a plan of study.

- C. The principal's salary shall be seventy-five (75%) percent the amount scheduled for the year of leave, and full medical, dental and life insurance fringe benefits paid to other principals. The District shall continue to pay professional membership dues as provided in Section 9.12.
- D. Seniority and longevity continue to accrue on sabbatical leave.
- E. Other terms and conditions covering the sabbatical shall be mutually agreed upon by the applicant and the Superintendent.

Section 7.9 Bereavement

Up to ten (10) days to attend to a death in the immediate family. The first five (5) days will not be charged against sick leave days.

Section 7.10 Job Sharing

- A. Job sharing shall be defined as two administrators sharing one full time position, one of which shall have at least four (4) years of service at Waverly Community Schools.
- B. Job sharing assignments shall be limited to one full time assignment district-wide. The Superintendent may grant additional job sharing assignments.
- C. Agreements to job share shall be voluntary and will be considered for approval by the Superintendent. In order to establish a shared job assignment, the administrators involved shall file an application with the Personnel Office by March 1. In determining job sharing hours, the administrator with the most seniority shall have preference. The job sharing assignment shall become final when the administrators, Superintendent, and Board of Education have reached mutual agreement that planning for the assignment has been completed. Final plans for the assignment must be completed by June 1, unless the parties mutually agree to an extension.
- D. Job sharing shall commit the administrators and Board to not more than one (1) school year. An evaluation of the job share program arrangement, with comments from all groups affected, shall take place at mid-year and year-end for determining the need for adjustments, continuation, or termination of the arrangement. At the end of the job share assignment and by mutual agreement between the administrators, Superintendent, and Board, the job sharing assignments may be renewed.
- E. If the job sharing assignment is not renewed, the administrators will be returned to their original building(s) in positions for which they are certified and qualified. Consideration will be given to returning administrators to their former positions if they exist, with the more senior administrator given first consideration.

- F. The shared time positions are intended to be for a full year.
- G. Seniority shall accrue as if the administrators were employed full time
- H. Administrators in a shared time assignment will be paid on a pro-rata share of salary which reflects the fraction of time the position is shared and as provided for in the salary schedule of the Master Agreement.
- I. Fringe benefits (as provided for in Article 9, Section 9.5) shall be pro-rated based on the fraction of time the position is shared. The administrator may elect to pay the remainder of the premium or apply his/he pro-rated medical insurance benefit to the purchase of additional coverage options or annuities.
- J. Sick leave, personal leave, professional development funds and mileage allowance shall be pro-rated based on the fraction of time the position is shared.
- K. Job-sharing administrators shall be expected to cover all professional development days, parent-teacher conferences, staff meetings, required evening meetings, the first teacher workday and the last teacher workday, and records days, by developing a mutually agreeable schedule with their immediate supervisor.
- L. The job-sharing administrators shall confer regularly for the purpose of planning and communication.
- M. All other terms and conditions of the Master Agreement shall apply to administrators in a job-sharing assignment as if they were a regularly assigned administrator.

ARTICLE VIII EMPLOYMENT CONDITIONS

Section 8.1

The normal workday expected of principals shall be that which is necessary to accomplish tasks and responsibilities assigned or assumed. The presence of principals is encouraged at school-related programs such as concerts, plays, open houses, PTO functions, athletic events, over and beyond the normal workday.

- a. Principals will be expected to work the 30 hours of snow days and work any make-up days.

Section 8.2

The Board and the Association agree that the Superintendent may require the presence of one or more principals at a school district activity or event which is a function of the principal's school.

Section 8.3

The Board and Association agree that no principal may be employed or engaged in any activity for monetary gain on any permanent or temporary job other than the one contracted with the school district where such other activity interferes with the effective performance of the duties as a principal.

Section 8.4

Principals are expected to be the educational leaders and managers of the buildings or units to which they are assigned in cooperation with other staff members as per administrative directive, policies and job descriptions of the school district.

ARTICLE IX
TERMS OF EMPLOYMENT AND COMPENSATION

Section 9.1

The members of the Association agree that the term of employment shall be of a fifty-two (52) week duration unless otherwise provided by the Board.

Section 9.2 Classification

For purposes of reference, the following classifications apply:

- Senior High principal
- Middle School principal
- 5/6 School principal
- Elementary principal
- Assistant Senior High principal
- Middle School Assistant principal
- 5/6 School Assistant principal

Section 9.3 Salary Increases and Performance

- A. The Board retains its sole discretion to establish salaries in excess of the scheduled amount. Merit shall be a consideration as defined by state law.

- B. It is agreed that when a principal's performance is unsatisfactory, as determined by the agreed upon evaluation instrument (see Article VI, Section 6.1 B), the scheduled salary increase set forth in Appendix A may not be given provided that in no event shall the principal receive a decrease in salary.
- C. The District reserves the right to award additional increases for professional performances which are deemed to be above average, or outstanding. The determination of those to receive professional increases and the amount of such increase shall be at the sole discretion of the Superintendent.

Section 9.4 Compensation

- A. The compensation for each classification for each year of the contract shall be as set forth in Appendix A.
 - 1. Effective 2010-2011, bargaining unit members shall receive a 1% increase applied to the salary schedule. Effective 2011-2012, bargaining members will return 1% in the form of a salary concession. Effective 2012-2013, bargaining unit members shall receive a 1% increase applied to the salary schedule.
- B. Principals hired after the ratification date of this Agreement will be placed on a salary schedule step by the Superintendent based on prior training and educational administrative experience.

Section 9.5 Medical, Dental and Optical Insurance

The Board agrees to pay the full cost of premiums for hospitalization insurance coverage, subject to the following condition:

- A. The Board shall provide the full cost of premiums for full family hospitalization protection through BCBSM Flexible Blue Plan 2. In no case shall the Board be liable for any premium payments of more than one thousand two hundred sixty two dollars (\$1,262) family and one thousand sixty five dollars (\$1,065) for two person and singles from July 1, 2008 to June 30, 2009. Negotiations for 2009-2010 will be open for insurance purposes only.

The health insurance benefit shall be prorated for the time worked. Upon leaving or retirement, the employee shall pay to the District any prepaid health savings amounts due back.

- B. Beginning in the 2008-2009 school year, building administrators who do not opt to participate under the district's medical/hospitalization program will be provided five

hundred and thirty dollars (\$530.00) per month by the Board of Education for cash or additional insurance options and annuities.

The amount of cash payment received may be applied by the bargaining unit member to a tax-deferred annuity through a salary reduction agreement. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever the contribution subsidy amount changes for the group. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

- C. All principals not covered by comparable employer provided dental insurance plans will be provided dental coverage at District expense.
 - 1. Coverage will extend to the employee, spouse and dependent children.
 - 2. Benefits provided will include no less than one hundred (100%) percent coverage for basic dental; fifty (50%) percent coverage of prosthodontic services and fifty (50%) percent coverage of orthodontic services.
 - 3. Allowances shall be for reasonable and customary costs as provided by the dental plan.
 - 4. The District shall select the carrier.
- D. Any principal terminating employment effective June 30 of a school year shall have deducted from his/her last paycheck the amount required to maintain his/her premium for a period up to ninety (90) days after the date of such termination unless he/she cancels such coverage effective on that date.
- E. Effective on the first day of the month following ratification of this agreement, the Board will provide full premiums towards the purchase of SET/SEG II or comparable vision insurance through a carrier selected by the district.
- F. The District will provide full premiums toward the purchase of a long term disability plan. The plan will provide the following benefits: \$6,750/\$5,250 monthly maximum payment; ninety (90%) percent of salary for the first six (6) months; seventy (70%) percent for the next six (6) months; Thereafter as per the Lifestyle LTD Benefit. The LTD carrier shall be selected by the district.
- G. A principal who is unable to complete the school year and who is placed on an approved medical leave of absence, shall be entitled to continue District provided insurance coverage for the remainder of the current school year. To be eligible for this benefit, the

principal shall have been on regular employment or on approved leave with pay from the opening of the school year up to and including the last work day of October.

Section 9.6 Retirement

- A. When a principal retires under the provisions of the Michigan Public School Employees Retirement System, and after the equivalent of ten (10) years of service in the Waverly Community Schools, he/she shall receive prior to June 30, a lump sum payment of one hundred (\$100.00) dollars per year of service. Notice of retirement on the forms provided by the Michigan Teachers' Retirement System shall be submitted no later than June 1 of the year in which retirement is to become effective.
- B. If, for medical reasons, a person is forced to retire under the provisions of this Article at a time other than the end of the school year, that principal shall receive a lump sum payment of one hundred (\$100.00) dollars per year of service.
- C. The Board retains unto itself, the unilateral authority to establish an early retirement incentive program.
- D. When a principal leaves employment from the Waverly Community Schools (excluding forced termination), he/she shall be reimbursed at his/her daily rate of pay for fifteen (15%) percent of his/her accrued days of sick leave, not to exceed a total of four thousand (\$4,000.00) dollars.

Section 9.7 Educational/Professional Allowance

- A. Administrators shall be encouraged to attend workshops, seminars, conferences, pursue work-related educational experiences, acquire materials, join professional organizations that promote administrative growth and development, and purchase professional liability insurance. These activities will require the approval of the superintendent or his designee. Funding for these activities will be allocated annually and capped at one year. Carry over may not be applied to purchase personal equipment to support administrative growth and development. For the duration of this agreement, the educational/professional allowance will not be used for out of state professional development unless approved by the superintendent or designee. Additional conference funds may be granted upon prior written request to the superintendent or his designee.
 - 1. Professional development allotment will be two thousand dollars (\$2,000.00). The District will pick up the cost of professional memberships not to exceed two hundred dollars (\$200.00).

Section 9.8 Physical Examinations

The Board will provide each principal with a physical examination on a schedule as follows:

- A. Principals 20-39 years of age - every three (3) years
- B. Principals 40-49 years of age - every two (2) years.
- C. Principals 50 years of age and more, physical yearly.
- D. Principals will receive an EKG stress test once every three (3) years. The physician and/or clinic will be mutually agreed upon by both parties.

Section 9.9 Life Insurance

The Board agrees to pay the full premium of group term life insurance in the amount of two (2) times the principal's annual salary subject to insurance carrier restrictions on increases in the face amount because of insurability.

Section 9.10 Mileage Allowance

Building principals shall submit mileage logs for travel expenses at the IRS rate not to exceed \$900 for elementary and \$1,100 for secondary (7-12) OR shall be provided a travel allowance for use of their personal automobile in the amount of \$900 for elementary and \$1,100 for secondary (7-12) that shall be advanced on November 1.

Section 9.11 Holidays

The holidays for each principal shall include Labor Day, Thanksgiving Day, the day after Thanksgiving, President's Day, and Memorial Day. In addition, principals will not be expected to work during the holiday break and Spring break as listed in the district's official calendar.

ARTICLE X
MISCELLANEOUS

Section 10.1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 10.2

It is agreed by the parties that the written terms of this Agreement and their application and implementation shall be subject to and governed by the laws of the State of Michigan and the laws of the United States. 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 automatically be deleted from this Agreement, but the remaining Articles, sections, and/or clauses shall remain in full force and effect for the duration of this Agreement.

Section 10.3

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

Section 10.4

Copies of this Agreement shall be printed by the Board and presented to all administrators now employed, hereafter employed by the Board. Expenses will be shared equally by the Board and the Association.

ARTICLE XI
DURATION OF AGREEMENT

Section 11.1

This Agreement shall become effective as of the date of its execution and shall terminate on June 30, 2013.

In witness whereof, the parties have caused this Agreement to be signed as of the _____ day of _____.

WAVERLY BOARD OF EDUCATION

WAVERLY ADMINISTRATORS
EDUCATION ASSOCIATION

Superintendent

Co-President

Co-President

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