

**MASTER AGREEMENT
BETWEEN**

**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**WALLED LAKE SCHOOL
ADMINISTRATORS ASSOCIATION**

July 1, 2012, to June 30, 2013

MASTER AGREEMENT

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**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

WALLED LAKE SCHOOL ADMINISTRATORS ASSOCIATION

This Agreement entered into this 1st day of July 2012, by and between the Board of Education of the Walled Lake Consolidated School District, Walled Lake, Michigan, hereinafter called the “Board,” and the Walled Lake School Administrators Association, hereinafter called the “Association.”

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, it is hereby agreed as follows:

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ARTICLE I - RECOGNITION

SECTION 1

The Board of Education hereby recognizes the Walled Lake School Administrators Association to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and conditions of employment for the following personnel in the administrative positions enumerated hereunder:

Director of Community Education, Professional Development, and Grants

Director of Outdoor Education

Director of Athletics

Director of Special Services

Elementary, Middle and High School Principals

Elementary, Middle and High School Assistant Principals

Special Services Supervisor

but specifically excluding:

The Superintendent of Schools

Deputy Superintendent of Schools

Assistant Superintendent, Business Services

Assistant Superintendent, Human Resources

Executive Director of Instruction, Technology, and Assessment

Director of Operations

Director of Community Relations & Marketing

Personnel Manager

Finance Manager

Network Manager

Assistant Finance Manager

Head Start/Pre-School Coordinator

Voice, Video, Data Technician

Print & Video Technician

Prime Time Care Manager

Supervisor of Maintenance

Supervisor of Food Service

Supervisor of Transportation

Assistant Supervisor/Dispatcher of Transportation

Student Services Manager

Program Supervisors and all other employees of the District

ARTICLE I – RECOGNITION (Continued)

SECTION 2

When new administrative positions are created by the Board of Education, the determination of inclusion or exclusion from membership in the Association shall, if requested by the Association within five (5) days of creation, be discussed between the Association and the Board or its designee. In case of disagreement, the dispute will be settled by filing a Unit Clarification Petition with the Michigan Employee Relations Commission.

SECTION 3

The term “Administrator(s)” when used herein, shall refer to any member of the bargaining unit represented by the Association.

SECTION 4

It is agreed that the WLSAA President or his/her designee will be included in any future decisions involving new positions within the District. This will include discussion that includes, but is not limited to, questions such as: Is this an Association position? How does this position fit into the Compensation Study? Should the position receive an internal posting? It is agreed that before any final rates of pay, wages, hours or other conditions of employment are established for a new administrative position within the bargaining unit, the parties shall engage in collective bargaining. Interim wages, hours and working conditions may be established by the Board, pending the results of collective bargaining.

ARTICLE II - BOARD RIGHTS AND SECURITY

SECTION 1

The Board of Education and its Executive Officer, the Superintendent of Schools, reserve and retain full rights, authority, discretion and powers in the proper discharge of their respective duties and responsibilities to control, supervise and manage the Walled Lake Consolidated School District and its staff, certified and non-certified, under governing law, ordinance, rules and regulations as set forth in the Constitutions and laws of the State of Michigan and of the United States. Such rights include, by way of illustration and not by way of limitation, the right to:

1. Supervise and direct the management and administration of the school system, its facilities, business, equipment, operations and properties.
2. Determine the qualifications, select, promote and transfer all Administrators, subject only to the provisions of law.
3. Assign all personnel and determine the number of personnel and the schedules for said personnel.
4. Discharge, demote or otherwise discipline Administrators for reasonable and just cause.
5. Determine the number, function, authority and organization of its administrative and support staff.
6. Determine the initial pay rate, work schedule, function and authority for any new administrative position.
7. Establish programs and direct the development of courses of instruction and provision of special activities as deemed necessary or advisable by the Board.
8. Determine class schedules, class size, hours of instruction and assignment of staff with respect thereto.
9. Select textbooks, teaching aids and materials.
10. Determine services, supplies and equipment necessary for the operation of the District and to establish financial policies and procedures.
11. Determine the number, location and utilization of its facilities, including buildings, departments and offices and divisions thereof.
12. Determine the work day.

ARTICLE II - BOARD RIGHTS AND SECURITY (Continued)

SECTION 2

The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, practices and procedures in furtherance thereof, shall be the prerogative of the Board except and unless limited by express provision of this Agreement.

SECTION 3

Administrators shall comply with all policies of the Board and shall comply with such rules, regulations, orders and procedures as are considered necessary to the implementation of said policies and to the operation of the District.

SECTION 4

In accordance with 2011 Public Act 4, an emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE III - MEMBERSHIP, DUES, FEES, AND DEDUCTIONS

SECTION 1

The Association shall continue to admit all Administrators to membership without discrimination as required by law.

SECTION 2

Membership in the Association is not compulsory. Administrators have the right to join or not join, maintain or drop membership in the Association. Neither party to this Agreement shall exert pressure on or discriminate against an Administrator in this regard.

SECTION 3

All Administrators shall, by the thirtieth (30th) day from the commencement of employment, commencement of the school year, or the execution of this Agreement, whichever is later, become Association members or pay the Association a service charge which shall be equal to the membership fee.

SECTION 4

In the event an Administrator does not directly join the Association or tender a service charge to the Association by the required thirtieth (30th) day, the Board shall terminate such Administrator upon written request from the Association in accordance with the Michigan Tenure Teachers Act providing the Association has complied with the following:

1. Fulfilled the requirements of Section 3 of this Article.
2. Fulfilled its fiduciary obligations by sending written notice to the Administrator (copy to the Superintendent) of the obligation to tender dues or service charge, the reasonable date of such obligation, the amount of such tender, and to whom such tender is to be made.
3. Fulfilled its responsibilities by sending written notice to the Administrator (copy to the Superintendent) that obligations have not been fulfilled by the requisite date or a reasonable period of time thereafter, and that a request for the Administrator's termination has been made to the Board.
4. Stating in the request for termination that such request is in conformance with the provisions of this Article, that the Administrator has not complied with the obligations, that it is an official request of the Association, and that the "save-harmless" clause as set forth below shall be put into effect.

ARTICLE III - MEMBERSHIP, DUES, FEES, AND DEDUCTIONS (Continued)

SECTION 5

In implementing this Article, the Board and the Association assume the following responsibilities:

1. The Board shall give notice of and explain this Article to all new Administrators at time of employment.
2. The Association shall provide the Board with notices for each new Administrator stating the dues, the time limit meeting such obligations, and to whom such tender is to be made.
3. The Board shall notify the Association of all new Administrators hired and the location of their assignment.

SECTION 6

The Board shall provide up to six hundred dollars (\$600) yearly for county, state or national professional membership dues for each bargaining unit member excluding WLSAA dues.

SECTION 7

The Association shall assume the legal defense of any suit or action against the Board regarding this Article. The Association further shall indemnify and save-harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after discussion with the Board, may appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal.
3. The Association's legal counsel may direct the defense of any lawsuit involving this Article.
4. The Association may compromise or settle any claim made against the Board under this Article.

ARTICLE IV - ASSOCIATION RIGHTS

SECTION 1

The Association and its membership shall have the right to use school buildings and facilities at all reasonable hours for Association business, subject to existing or amended rules, regulations, policies and procedures governing the use of school building and facilities. Reasonable hours shall be defined as times other than when students are in attendance during the formal school day.

SECTION 2

The Association may use school equipment, including computers and software, copiers and other equipment normally available to Administrators, and electronics equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property; further providing that:

1. The use is to service the legitimate business of the Association, such as records, notices, correspondence, etc.
2. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.
2. The Association may use the inter-school communication services for the purpose of transmitting and/or distributing official organizational materials.

Use of equipment other than listed herein shall be with the approval of the Superintendent. The Association recognizes that all equipment in a building is ultimately the responsibility of the Superintendent.

SECTION 3

The Association shall be consulted prior to any changes in the evaluation procedures or instruments used by members of the Association in evaluating employees outside of the bargaining unit.

SECTION 4

The Board may assign or appoint, as needed, individual Administrators to act as members of the Board's negotiation teams for bargaining unit employees, other than Administrators, who are supervised by a member of the bargaining unit.

SECTION 5

The Association will be provided the opportunity to review job descriptions for new bargaining unit positions during the development of the description. It is understood job postings shall not be delayed solely to accommodate the Association representative's schedule.

ARTICLE V - ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

SECTION 1

An Administrator, by prior arrangement with the Personnel Department shall be able to examine, in the presence of the Director of Personnel and Community Relations, or his/her designee, all non-confidential materials in his/her personnel file which accrue or originate after he/she is employed by this District. All information in an Administrators file is accessible to the Administrator with the exception of interview sheets and university credentials with a prior waiver of access.

Copies of any significant documents entered into the Administrator's file, not otherwise routinely made available, shall be given to the Administrator. If appropriate, the Administrator shall have the opportunity to attach a letter of dissent.

SECTION 2

Administrators shall not be required to reside within the Walled Lake Consolidated School District as a condition of employment, although such residency is encouraged and considered desirable.

SECTION 3

The Board agrees that each principal and director shall collaborate and make recommendations concerning all personnel being considered for assignment to his/her building or department. It is understood that such selections and assignments shall not be delayed solely to accommodate the Administrator's schedule.

SECTION 4

Each building principal shall have the responsibility to make recommendations regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies, program needs, certification, qualifications, and any applicable collective bargaining agreement covering said staff member.

SECTION 5

Each building principal has the responsibility to maintain control of student conduct within his/her building by enforcing Board policies and/or procedures concerning discipline of students.

SECTION 6

Each building principal shall have the right to make the determination regarding each pupil's assignment within his/her building as the determination is made in accordance with statutory limitations and Board policies concerning the classification and promotion of pupils.

ARTICLE V - ADMINISTRATOR RIGHTS AND RESPONSIBILITIES (Continued)

SECTION 7

All Administrators shall be notified by April 1 of their possible changes in assignment for the upcoming school year. It is recognized that circumstances may require changes in such assignments.

SECTION 8

Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where disciplinary action will be discussed or where discipline will be imposed.

SECTION 9

The Administrator shall have responsibility for the content of all evaluations of employees assigned to him/her for evaluation purposes. The Administrator shall follow the format and procedure designated for evaluating personnel within each affected personnel classification. Whenever changes in any evaluation are contemplated, the Administrator shall be consulted prior to finalization.

ARTICLE VI - VACANCIES

SECTION 1

Vacant or newly created administrative positions shall be posted within the school district on line and for a period of not less than fifteen (15) workdays. A copy of each administrative posting shall be sent to the Association President. In the event a posting is “internal only,” it shall be posted for a period of not less than five (5) workdays. The District agrees non-WLSAA bargaining unit members will not be appointed to a position prior to utilizing the interview process unless otherwise agreed to with the Association.

SECTION 2

Vacancies may be filled on a temporary basis not to extend beyond the close of the school year for a 213-day contract positions or the end of the individual contract year for positions, which exceed two hundred and thirteen (213) days. The Administrator(s), assigned to the temporary vacancy shall be paid at the base rate for that position or his/her normal salary, whichever is greater. When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should he/she be excluded from consideration for regular appointment. The Walled Lake Schools Administrators Association shall be notified prior to a temporary position being filled.

SECTION 3

The posting shall contain the responsibilities and duties of the position and set forth the desired qualifications.

SECTION 4

When an assistant administrative vacancy occurs, the immediate supervisor of the vacant position shall be provided the opportunity to be actively involved with the Superintendent or his designee in the final selection process.

SECTION 5

In the event a bargaining unit applicant is not the successful candidate he/she may request to discuss the selection criteria with the Superintendent.

ARTICLE VII – TRANSFERS

Voluntary Transfers

SECTION 1

A voluntary transfer is a change in a bargaining unit position laterally or downward. Requests for transfer must be in writing, giving the reason for the request, the position requested and Administrator's qualifications for such position. Such requests are to be submitted to the Superintendent, or his designee, and renewed annually if they are to remain active.

SECTION 2

Voluntary transfer requests must be submitted to the office of the Director of Personnel on or before February 1 or within the time frame of a posted vacancy. This request will be acknowledged with a written reply. A second letter indicating either acceptance or rejection of an Administrator's request will be sent from the Personnel Office.

SECTION 3

A vacancy may be filled by a currently employed Administrator by his/her request or by direction of the Superintendent. This, however, does not preclude the placement of a new Administrator in that vacancy.

SECTION 4

Each transfer request shall be considered separately rather than on the basis of transferring an administrative team. This, however, does not preclude the transfer of more than one (1) Administrator at or about the same time.

Involuntary Transfers

SECTION 5

When the assignment of any Administrator is being reviewed, and the administrator is being considered for transfer, it is expected that any concerns of that school Administrator will be heard by the Superintendent and/or designee(s).

SECTION 6

Although preliminary discussion will take place with administration prior to reassignment, an official notification of the new assignment will normally be made prior to April 1. However, it is recognized that circumstances occurring subsequent to April 1 may offset the notification date of the assignment.

ARTICLE VII – TRANSFERS (Continued)

SECTION 7

Each administrator is subject to reassignment as follows: When an involuntary transfer is contemplated, the Association and the affected Administrator(s) will be provided a conference and a written explanation of the need for such transfer(s) at least thirty (30) days before such transfer(s) are to be affected except in unusual circumstances. Following such notice, the Association and the affected Administrator(s) shall meet with the Superintendent to discuss the rationale for such transfer(s) and consider possible alternatives. An Administrator transferred pursuant to this Section shall be paid at the rate of his/her current position or the rate of the new assignment, whichever is higher, for one (1) year from the start date of assignment.

ARTICLE VIII - EVALUATIONS

SECTION 1

Review of File:

- A. An administrator will have the right, upon request to the Personnel Office, to review her/his personnel file excluding confidential documents received before her/his hire.
- B. An administrator shall receive a copy of any material placed in the personnel file except for confidential pre-employment items. All WLSAA members will have the rights as defined in the Bullard-Plawecki, "Employee Right to Know Law".

SECTION 2

Just Cause: No administrator shall be disciplined, reprimanded, dismissed, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE IX - REDUCTION IN STAFF/RECALL

SECTION 1

The Association recognizes the right of the Board to determine monetary and/or operational savings to be achieved by reductions in personnel and/or operations. Should the Board determine that a reduction of administrative positions is necessary, the following procedures shall be followed.

SECTION 2

The proposed reduction of administrative positions shall first be discussed at a meeting called for this purpose, which shall include the Superintendent and/or his/her, designee and an officer of the Association and/or his/her designees. The reasons for the proposed reductions shall be reviewed and alternatives discussed prior to any Administrator being notified officially of reduction. Staff reductions shall not be used for disciplinary purposes.

SECTION 3

In order to facilitate any ultimate reduction in an administrative classification, the following steps shall be used:

1. In the event an Administrator, whether a non-bargaining unit member or Association member, is displaced and chooses to enter/return to/remain in the bargaining unit, he/she may be assigned to an administrative position based upon the following factors: length and quality of administrative service as reflected in performance evaluations, etc., possession of valid certification, least disruptive to the District, evidence of professional growth and merit, ability and capacity to fulfill the necessary job assignments, none of which shall be deemed of greater significance or evaluated above another. This paragraph offers consideration but does not guarantee an Administrator a position in the bargaining unit.
2. Administrative personnel shall be reduced, based upon the following factors: length and quality of administrative service as reflected in performance evaluations, etc., possession of valid certification, least disruptive to the District, evidence of professional growth and merit, ability and capacity to fulfill the necessary job assignments, none of which shall be deemed of greater significance or evaluated above another.

SECTION 4

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 Walled Lake Education Association. The reassigned Administrator will be given credit for all previous professional educational experience in determination of placement on the teachers' salary schedule. Compensation will be calculated per the following factors:

ARTICLE IX - REDUCTION IN STAFF/RECALL (Continued)

1. For the first year of the classroom position, the Administrator will receive 100% of the salary which he/she would have earned if the Administrator had remained in his/her administrative position.
2. For year two, the Administrator will receive 100% of his/her current negotiated teacher salary and 50% of the difference between that teacher salary and the amount he/she earned the previous year.
3. In the third year, the Administrator will be placed on the appropriate level of the current teacher salary schedule.

SECTION 5

All Administrators who are reduced from the bargaining unit shall have recall rights for a period of time equal to their length of administrative service in the District or three (3) years, whichever occurs first.

SECTION 6

When a position becomes open, Administrators previously laid off from a classification shall be recalled in reverse order of layoff in accordance with the criteria specified in Section 3 of this Article; provided, however, that if only one (1) Administrator laid off from the position is available for the position, he/she shall be recalled.

SECTION 7

The Board will attempt to give the Association at least thirty (30) days' notice of administrative reductions in force. It is understood, however, that failure to provide such notice will not prohibit the Board from implementing what they have deemed to be necessary reductions in force. The notice is in addition to the ninety (90) day notice to individuals affected by the reduction as required by 1979 PA 183.

Notwithstanding that an Administrator may be on a two (2) year contract, said Administrator is subject, upon an official declaration of economic emergency by the Board, to layoff for economic reasons upon ninety (90) days' notice. The Board will notify the Administrators in writing of the reasons if less than a ninety (90) day notice is given.

ARTICLE X - TERMINATION OF ADMINISTRATIVE EMPLOYMENT

SECTION 1

No Administrator shall be discharged, disciplined or reprimanded except for reasonable and just cause. When required by law, due process will be provided in the implementation of this section.

SECTION 2

Any Administrator recommended by the Superintendent, or his/her designee, for non-renewal of his/her administrative employment contract, shall be provided written notice 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) working days of the Superintendent's recommendation for non-renewal, the Administrator shall be provided a meeting with the Superintendent within five (5) working days to discuss the reasons for non-renewal. The Administrator may be accompanied by Association representatives and/or legal counsel.

SECTION 3

Should an Administrator be removed from position due to communicated and documented continued unsatisfactory performance, the Administrator may elect to return to a classroom position for which he/she is certified and qualified with District approval. The Administrator will be given credit for all previous professional educational experience in determination of placement on the teachers' salary schedule consistent with the then effective collective bargaining agreement between the Board and the Walled Lake Education Association.

The above does not apply to those Administrators leaving positions for the following reasons:

- (a) voluntary return to the classroom, initiated by the administrator, in which case all Walled Lake professional experience and outside experience will apply to placement on the teachers' salary schedule.
- (b) discharged for unlawful acts

SECTION 4

The Administrator may terminate his/her association with the District by giving written notice of his/her decision to do so not less than ninety (90) days prior to June 30. In the event of immediate dismissal or demotion, the Administrator and/or Association shall have the right to grieve the discipline imposed.

ARTICLE XI - INDIVIDUAL CONTRACTS OF EMPLOYMENT

SECTION 1

Administrators shall be employed under contracts of employment for a two (2) year period effective on July 1 and terminating on June 30. Two-year individual contracts will automatically be extended for an additional year annually unless the Board takes affirmative action to deny such extension. Contracts for Administrators hired subsequent to July 1 shall terminate on June 30 of the school year in which they were initially issued with the understanding that they will not be for a longer period than one (1) year. All new Administrators shall serve a probationary period of three (3) years and will be issued one (1) year contracts during this period.

SECTION 2

An employee assigned an administrative position falling within the jurisdiction of the Association shall not be deemed to be granted tenure in any administrative position.

SECTION 3

A certified Administrator whose contract of employment provides that such Administrator is not granted continuing tenure in his/her administrative position may, upon termination of his/her contract as an Administrator for reasons other than those which would justify a discharge of employment, be employed as a classroom teacher in accordance with the Teachers' Tenure Act. Such assignment to a classroom position shall be in accordance with his/her certification and qualifications, and he/she will be given credit for all previous professional educational experience in determination of placement on the teachers' salary schedule consistent with the then effective collective bargaining agreement between the Board and the Walled Lake Education Association.

ARTICLE XII - PROTECTION OF ADMINISTRATORS

SECTION 1

The Board recognizes its responsibility to provide all reasonable support and assistance to Administrators whose efforts to provide, control and maintain discipline are consistent with Board and Superintendent expectations.

SECTION 2

The Board agrees that in the case of a complaint regarding an Administrator not covered by Section 3, that such complainant be requested to first discuss the matter with the Administrator involved before any Administrator not within the unit, or the Board of Education takes official action on the matter. It is understood and agreed that, if an Administrator's decision is appealed to higher authority, such Administrator shall have the opportunity to provide the necessary background information before any further action is taken on the matter. Generally, no action shall be taken before the Administrator is notified of any complaint and given an opportunity to present information concerning the complaint.

SECTION 3

The Board realizes Administrators are sometimes named as defendants in civil actions for acts or omissions within the scope of their employment. The Board purchases insurance to cover such civil actions, the coverage and amounts varying according to the Board's judgment and insurance markets. Upon request, the Board will provide the Association with copies of its insurance policies. Administrators must inform the Superintendent immediately when they are named as defendants in such civil action, or so threatened.

SECTION 4

Any administrator named as a defendant in a civil action will have a guarantee that the Board will provide legal defense and indemnification for judgment for any action taken within the scope of the administrator's employment. If an administrator acts outside the scope of his/her employment, the Board has no obligation to defend or indemnify. Every administrator is assured that he/she will be protected from litigation for any consequence of properly performing his/her job.

ARTICLE XIII - GRIEVANCE

SECTION 1

The term "grievance" shall be interpreted to mean a complaint by an Administrator or by the Association in its own behalf, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement during the term of the Agreement.

1. Every effort shall be made to resolve grievances at their inception. When a Grievance occurs, the Administrator shall first discuss it with his/her immediate supervisor within ten (10) days of the occurrence, or when the Administrator should reasonably have known of its occurrence. The Association may represent the Administrator at such meeting, if so desired by the Administrator.
 - (a) Grievances involving discipline, suspension and/or discharge may be initiated at Step 2 of the grievance procedure.
2. Should the grievance not be resolved informally, it must be reduced to writing and submitted to the Superintendent within two (2) days.
 - (a) The Superintendent shall review the grievance and render a decision based upon the facts presented within fifteen (15) working days.
 - (b) In the event a satisfactory agreement is not reached with the Superintendent, the grievance may be appealed to the American Arbitration Association within ten (10) days.
3. The arbitrator's powers shall be limited to the determination of whether there has been a violation, misinterpretation or misapplication of employee protection offered under this Agreement.
4. The decision of the arbitrator, absent error, shall be final and binding.
5. The cost of the arbitrator's fee and expenses shall be shared equally by the parties.

SECTION 2

Powers of the Superintendent and an Arbitrator. The Superintendent and an Arbitrator shall have only the powers identified below:

1. They shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.

ARTICLE XIII – GRIEVANCE (Continued)

2. They may not make an award which in effect grants the Association or the Board that which either was unable to secure during collective bargaining agreement negotiations regarding this Agreement.
3. They shall have no power to hear grievances regarding reduction in force layoffs.

ARTICLE XIV - NO STRIKE

SECTION 1

The Association agrees that it will not, at any time during the duration of this Agreement, authorize, sanction, condone or acquiesce in, nor will any member engage in, any strike, slowdown, work-stoppage, sit-in, picketing, or absence in whole, or in part, from the full and proper performance of their assigned duties, responsibilities and contractual obligations, or in any way interfere with the operation of the Walled Lake Consolidated School District.

ARTICLE XV - MISCELLANEOUS

SECTION 1

If required and applicable, the Administrator shall obtain and maintain a valid Michigan Teaching Certificate and Administrative Certification.

SECTION 2

Neither the Board nor the Association shall directly or indirectly discriminate against a member of the Association in regard to wages, hours or working conditions by reasons of religion, race, color, national origin, age, sex, marital status, height, weight or handicap.

SECTION 3

The Board and the Association agree that they or their designees shall meet at reasonable times upon the request of the other party to discuss matters relevant to the administration of this Agreement.

SECTION 4

- A. If days for students must be rescheduled to meet the requirements of state law, the days will be rescheduled. The rescheduling will amend the school calendar, but shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within this Collective Bargaining Agreement.
- B. In the event of a change in the method or amount of funding Walled Lake Schools, which results in significant reduction in anticipated revenues to the District, or in the event of the failure of any renewal of operating millage or similar economic hardship on the District, the Board may elect to reopen Article XXI.

The Board will not exercise this option unless or until other reasonable alternatives have been evaluated. The parties shall immediately commence collective bargaining to negotiate an agreement to resolve the problem. The salary schedule in force shall remain in full force and effect at the level in existence on the date on which the hardship event occurs until such time as agreement has been reached.

SECTION 5

At the time of hire as an administrator, following the offer of employment, the administrator will submit to a medical examination by school appointed doctor.

SECTION 6

Stipends will not be paid to Administrators who spend the night at camp.

ARTICLE XV – MISCELLANEOUS (Continued)

SECTION 7

The district will provide annual administrative support based on student enrollment during the length of this contract, as follows. In regard to assistant principals, head teachers and deans of students, postings will occur on or about August 15th with interviewing commencing as soon as possible. The final decisions on hiring personnel for these positions will take place immediately after the fourth Wednesday of the school year.

1. Elementary
 - (a) Up to 599 students – 1 principal
 - (b) 600 or more students – 1 principal and 1 head teacher or assistant principal. (salary range and work year to be determined.)
2. Middle School
 - (a) Up to 450 students – 1 principal
 - (b) 451 to 900 students – 1 principal and 1 assistant principal
 - (c) Over 900 students – 1 additional assistant principal or dean of students
3. High School
 - (a) Up to 900 students – 1 principal and 1 assistant principal
 - (b) 901 to 1,200 students – 1 additional assistant principal
 - (c) Over 1,200 students – 1 additional assistant principal or dean of students

The Board reserves the right to transfer administrators/head teachers/dean of students if eligibility based on the above enrollment ranges is lost by at least 3% and there is a need for that administrator/teacher in a different location.

In the case of financial hardship, e.g., failure of state to increase funding or funding cuts by the state, the Board reserves the right to adjust administrative staffing after consultation with the WLSAA.

ARTICLE XVI - PROFESSIONAL GROWTH

SECTION 1

The parties agree that programs of professional growth are helpful to the well being of the district.

SECTION 2

An Administrator who engages in a program of professional growth may be permitted to arrange his/her working hours to accomplish the same as long as he/she is otherwise able to perform his/her duties and responsibilities, provided that said arrangement is submitted to the Superintendent and receives his/her written approval.

SECTION 3

The Board recognizes the importance of state and national conventions/conferences and school visitations, and agrees to pay approved expenses incurred by Administrators while attending approved conferences and visitations as determined by the Superintendent. For this purpose, the Board will budget thirty thousand dollars (\$30,000), up to \$1,000 per member, as determined by the Superintendent when financially feasible.

SECTION 4

It is agreed that state certification will be the standard upon which the district hires and places its administrators. Exemptions to this must be agreed to by this association and the Board of Education.

ARTICLE XVII - SABBATICAL LEAVE

SECTION 1

Definition: The term “sabbatical leave” shall be interpreted as leave from active duty granted at the discretion of the Board to an Administrator after seven (7) consecutive years of professional service in the Walled Lake Consolidated District for the purpose of improving administration or instruction in the District. Sabbatical leave may be granted for one (1) school year if allowed under applicable law.

SECTION 2

Qualifications: An application for sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled:

- (a) The applicant possesses a Michigan Life or Permanent Continuing Certificate.
- (b) The applicant has been employed by the Board as a teacher or Administrator for at least seven (7) consecutive years.
- (c) The Administrator has not been granted sabbatical leave of absence from the District during the seven (7) consecutive years of service immediately preceding current application.
- (d) The Administrator signs an agreement to return to service with the District immediately upon termination of sabbatical leave and continue in such service for a period of two (2) years, or to refund all/or a pro-rated share of compensation received from the Board while on leave.

SECTION 3

Application: Application for sabbatical leave of absence must be filed in the office of the Superintendent not later than March 1 preceding the school year when it is desired that the leave become effective. No more than one (1) Administrator may be granted leave in any two (2) year period.

SECTION 4

Salary Provisions: The Administrator on sabbatical leave shall receive as compensation during the period of absence from his/her position one-half (1/2) of the regular salary that he/she would have received during the leave period, and continuation of insurance's at full coverage where permitted by the carrier under its uniform rules and included in the participation agreement with the School District.

ARTICLE XVIII - WORK SCHEDULE

SECTION 1

During each year of this Agreement, the Administrator shall work the number of days designated for his/her position classification. The number of days shall exclude all holidays and holiday periods under Section 2 of this Article.

SECTION 2

Administrators shall be entitled to the following holidays and holiday periods without additional pay: Fourth of July, Labor Day, Thanksgiving, day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday (to be taken as a floating holiday with supervisor approval), Memorial Day.

SECTION 3

Annual work calendar will be submitted to and approved by administrator's immediate supervisor.

SECTION 4

Upon termination, the Administrator shall be paid at the per diem rate for all days worked, but not previously paid.

SECTION 5

The per diem rate shall be the salary of the Administrator divided by his/her number of working days.

SECTION 6

In the event of a Snow Day, administrators will not be required to report to work and may need to be in attendance for school events if scheduled for the day, such as a varsity competition, etc.

SECTION 7

Each administrator will be entitled to take up to three (3) non-reporting days as part of their work calendar. These are to be non-student, non-teacher days, and must include Martin Luther King, Jr. day in January. Administrators are to be reachable by phone on these days. (Attendance expectations for any MLK celebrations on that day remains unchanged.)

ARTICLE XIX - LEAVES OF ABSENCE

SECTION 1

Sick Leave: For Administrators who report to work, the Administrator may accumulate an unlimited number of sick leave days at a rate of one (1) day per month of work. The days shall be credited at the beginning of the school year when the Administrator returns to work or, for a full contract year Administrator, at the beginning of his/her individual contract year providing the Administrator is working and not on an unpaid sick leave or on LTD at that time. Sick leave may be used for personal illness in the immediate family of the Administrator. A sick leave day will be the same as an Administrator's regularly scheduled workday for purposes of accrual and use. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, grandchild or grandparents.

SECTION 2

Jury and Court Leave: An Administrator who is called to jury duty or attendance at any administrative proceeding pursuant to subpoena, except a proceeding wherein the Administrator and/or the Association is opposing the District, shall receive the difference between his/her regular salary and the jury or other court witness fees with no loss of accumulative leave.

SECTION 3

Bereavement Leave: Time shall be allowed to attend the funeral of a person whose relationship with the Administrator warrants such attendance. The Administrator will be allowed to make this determination. Up to three (3) days will be provided without loss of pay for bereavement leave for death of an immediate family member. Additional paid days may be granted at the discretion of the Superintendent. Bereavement leave days for persons other than the immediate family and for bereavement leave for immediate family beyond three (3) days (unless otherwise authorized) will be deducted from the Administrator's accumulated sick leave days.

SECTION 4

Personal Leave Days: Each administrator shall be eligible to take two (2) personal leave days per year to take care of non-recreational matters that cannot be taken care of during the regular work day. Personal leave days shall not accumulate. Personal leave may be taken upon advance notification to the immediate supervisor. In the event of an emergency, advance notification is not necessary.

SECTION 5

Military Leave: A military leave of absence shall be granted to any Administrator who shall be inducted or shall enlist for military duty or active reserve in any branch of the Armed Services of the United States. Said Administrator will be entitled to all rights and privileges required by law.

ARTICLE XIX - LEAVES OF ABSENCE (Continued)

SECTION 6

A. Family or Medical Leave: All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in this section. Such leave will be granted only for one or more of the following reasons:

1. For the birth of a child and in order to care for that child, provided that the leave is requested and taken before the child's first birthday.
2. For the adoption of a child or the placement of a foster child in the employee's home, provided that the leave is taken within twelve (12) months of the adoption or placement.
3. Upon request, a maternal/paternal leave may be granted by the Board after the expiration of items 1 & 2 for a period of one year. A maternal/paternal care leave is non-renewable.
4. To care for a spouse, child, or parent who has a serious health condition.
5. Due to the employee's own serious health condition.

B. Eligibility Requirements:

1. In order to be eligible for a family and medical leave, an employee must be employed by the district for at least twelve (12) months prior to the commencement of the leave and must have worked at least 1,250 hours during that prior twelve (12) month period.
2. All requests for a family or medical leave must be in writing and submitted to the Director of Personnel and must set forth the specific reasons for the requested leave.
3. Prior to the commencement of any such leave, an employee must provide at least thirty (30) days written notice to the Director of Personnel, except where the need for the leave is not foreseeable and thirty (30) days notice is not possible and in that event, notice shall be given as soon as is practicable.
4. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date notice was received.

ARTICLE XIX - LEAVES OF ABSENCE (Continued)

5. Where the necessity for leave is due to a family members (as defined in paragraph A of this Section) or the employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.
- C. Any leave request based upon family members' or the employee's own serious health condition must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Director of Personnel within fifteen (15) days of the request if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:
1. The date the serious health condition began;
 2. The expected duration;
 3. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.
 4. If the leave is for the care of a spouse, child or parent, the certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance as well as an estimate of the amount of time such need will continue.
 5. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.
- D. A family and medical leave may be used intermittently or on a reduced schedule if approved by the Director of Personnel or a leave is taken to care for a sick spouse, child or parent or due to the employee's own serious health condition, the employee should try to reach agreement with the Director of Personnel before taking intermittent leave or working a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary and the Director of Personnel may require certification of the medical necessity. The Director of Personnel may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) the intermittent reduced schedule.

ARTICLE XIX - LEAVES OF ABSENCE (Continued)

- E. A family or medical leave under this Section is an unpaid leave. However, if the employee has any available accrued paid leave (vacation time, sick leave time, in the case of a leave for an employee's own serious health condition any disability days, etc.) the employee must first use the paid leave. Once all paid leave is used, the remainder of the twelve (12) weeks of leave will be unpaid.
- F. While an employee is on leave, the District will continue the employee's health benefits during the leave, at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period.
- G. Upon the termination of a family or medical leave under this Section, an employee is entitled to return to his/her former job or an equivalent position with equivalent benefits and other terms and conditions of employment. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.

SECTION 7

Sick Leave Bank: A sick leave bank shall be established jointly by the Association and the Board to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all personal time available and are unable to perform their professional responsibilities because of personal illness or disability.

Any new member to the Association shall deposit three (3) days (24 hours) from his/her individual bank upon initial employment. Employees may contribute no more than ten (10) additional days once over the course of their employment.

Beginning in January 2012, any current employee who did not join the sick bank during the first year of employment and now wishes to join the sick bank must contribute hours equal to three (3) days (24 hours) plus all days or hours assessed since his/her initial year of employment. Additional assessments shall be made of all sick leave bank members when the sick bank committee determines that there is a need for a special assessment. The number of days assessed in replenishing the sick leave bank shall be determined by the sick leave bank committee, but in no event will the assessment exceed two (2) days for each assessment. New members will not be required to contribute to the first assessment carried out in the same school year they have joined the sick bank. However, if a second assessment is required within the same school year, that assessment will be taken. The Board will also assist in the maintenance of the bank by contributing three (3) days for each new bargaining unit employee. Beginning with the 2003-2004 school year, any member using days from the sick bank will be responsible for repaying those days or hours at a rate of two (2) days per year until all days or hours are repaid. The two days will be deducted from the first pay period of each school year. If a sick bank member terminates service with the District or with the Association and still owes days to the sick bank, the remaining days owed will be paid to the bank prior to a member being paid out for any unused sick days as agreed to in Article XXVII, Section 9.

ARTICLE XIX - LEAVES OF ABSENCE (Continued)

A committee of four (4) members, two (2) appointed by the Association and two (2) appointed by the Board, shall govern the use of the Bank.

Coverage from the bank may be requested immediately upon the exhaustion of the administrator's accrued sick days. The sick bank committee shall dispense days after the onset of the administrator's immediate illness and exhaustion of the administrator's sick leave accrual.

The committee shall review the merits of each case including the physician's statement verifying illness. All requests for use from the bank shall be approved by at least three (3) members of the committee.

The committee has the power to establish its operation procedures, which will be provided to all members of the bank by the third week of the school year, and/or whenever any changes are made in the procedures. Decisions of the committee shall not be subject to the grievance procedure.

It is understood that only those members who contribute days for initial membership and replenishment of the bank shall be eligible to use the sick leave bank. Any member may choose to withdraw from the bank by providing a written request to the Sick Bank Committee.

Every Sick Leave Bank case must be reviewed every sixty (60) calendar days. The employee has the responsibility of providing a doctor's statement indicating he/she is unable to work. A medical questionnaire must be completed by the physician and returned to the committee. As a general rule retroactive requests are not accepted.

Sick Leave Bank benefits cannot be used to cover vacation and holidays, which occur or accrue during the contract year.

Days from the Sick Leave Bank will not be granted when a member becomes eligible for the Long Term Disability insurance provided by the Board.

Sick Leave Bank utilization shall be only for that contract year in which approval was granted. All carry-over cases must be reviewed at the beginning of each contract year.

In no case shall days previously donated be returned.

The Board shall incur no liability for days owed to the bank.

SECTION 8

- A. Public Office – Any administrator who files proper application to campaign, or serve, in an elected public office, may be granted a leave of absence for one year, except the Board may grant approval for an additional year upon written request.
- B. Other Experiences – A leave of absence may be granted for other experiences beneficial to the administrator's effectiveness, as approved by the Board.

ARTICLE XX - CURRICULUM

The Association or a member shall be given the opportunity to be a member of any committee or group of persons established by the Board or administration to study, make recommendations concerning, or change the curriculum. Prior to becoming a member, the Administrator must have the approval of his/her supervisor.

ARTICLE XXI – COMPENSATION

SECTION 1

Based on the Compensation Study Plan, an increase equal to the median salary percentage of the ten (10) districts used in the Compensation Study Plan, or the average salary increase percentage of each of these districts, whichever is higher, will be applied to the salary ranges, to be paid to all Administrators effective for each year of the contract.

SECTION 2

Pay scales will be based on ranges, rather than steps, with the understanding that Administrators will generally move 1/5 of the range each year.

SECTION 3

The Board will have the right to place new Administrators where appropriate, within a given range.

SECTION 4

The following compensation structure has been agreed upon by both the WLSAA and the Board’s representatives:

a)

2012-2013 Positions	Days	Degree	Minimum Range	Maximum Range
High School Principal	228	MA	103,297	133,639
Director of Community Education, Professional Development, and Grants	230	MA	98,375	128,702
Director of Special Services	230	MA	98,375	126,980
Middle School Principal	223	MA	98,375	122,680
Elementary Principal	213	MA	93,692	\$117,370
Director of Athletics	223	MA	93,692	122,394
High School Assistant Principal	223	MA	89,230	115,106
Middle School Assistant Principals	213	MA	84,981	112,023
Special Services Supervisor	216	MA	90,682	104,798
Director of Outdoor Education	213	MA	77,257	94,329

For the 2012-2013 school year, those employees not eligible for a step shall receive a 1% off schedule payment to be distributed over the pay periods.

b) The Compensation Study Plan shall be implemented each July 1st based on the districts in the plan that have settled contracts. On June 1st of each school year or the date when all districts in the study have settled their contracts, whichever comes first, any necessary adjustments to that year’s compensation shall be made retroactively to July 1st of that school year.

ARTICLE XXI – COMPENSATION (Continued)

SECTION 5

The Director of Outdoor Education's schedule and salary will be reviewed once the Outdoor Center breaks even.

ARTICLE XXII – BENEFITS

SECTION 1

Upon application, the Board agrees to pay the maximum portion of the premium allowed in accordance with 2011 Public Act 152. The available coverage under each of the categories may be different depending on the package chosen by the employee. The insurance carrier (provider) will be selected by the Board with notice to the Association. Coverage for new employees shall become effective on the date of hire provided the necessary enrollment forms have been completed and filed with the Business Office. The benefits available for each of the specified coverages are as follows:

A. PACKAGE A - THOSE ELIGIBLE AND ENROLLED IN THE HEALTH INSURANCE PLAN:

1. Medical Insurance

The Board will provide the following medical insurance plan in a HDHP plan for all employees who are eligible for the plan. The benefit includes the following features:

	<u>In Network</u>	<u>Out of Network</u>
• Deductible	\$1250/\$2500	\$2500/\$5000
• Wellness Benefits	\$0	20% of allowed amount after deductible; any excess charges
• Listed Generic Drugs; no Deductible	\$0	Member must pay for prescriptions from out-of-Network pharmacy and submit claim to HPI
• Unlisted Generic, Brand, and Non-Formulary Copay after Deductible	\$0	Member must pay for prescriptions from out-of-Network pharmacy and submit claim to HPI

Additionally, an employee may elect to enroll in a Health Savings Account and contribute pretax dollars to fund the deductible.

2. Dental Coverage

The Board will pay the premiums to provide dental insurance. The coverage amount will be based on whether or not the spouse has other dental coverage.

➤ Without Other Dental (Non COB)

- Type 1 – 100%, Type 2 – 90% and Type 3 – 90% up to an annual maximum of \$1,000 every calendar year.
- Type 4 – 90% up to a lifetime maximum of \$1,500.

➤ With Other Dental (COB)

- Type 1 – 50%, Type 2 – 50% and Type 3 – 50% up to an annual maximum of \$1,000 every calendar year.
- Type 4 – 50% up to a lifetime maximum of \$1,500.

ARTICLE XXII - BENEFITS (Continued)

- (a) Type 1 benefits are for preventive services such as cleanings (limit 2 per year).
- (b) Type 2 benefits are for basic services such as cavity fillings.
- (c) Type 3 benefits are benefits such as crowns and dentures.
- (d) Type 4 benefits are orthodontic services. No adult orthodontic coverage (19 years of age or older) is available.

3. **Vision Coverage**

- (a) The vision plan benefits available are based upon a Plan 3 program and shall include the following:

<u>Services:</u>	<u>In Network:</u>	<u>Out-of-Network:</u>
Examination – once a calendar year	Covered 100%	Optometrist reimbursed up to \$35 Ophthalmologist reimbursed up to \$45
Frames – once a calendar year	Up to \$65 retail	Reimbursed up to \$55
Lens – once a calendar year		Clear/color tints & coats/ polarized
Single	Covered 100%	\$38/\$42/\$56 reimbursement
Bi-focal	Covered 100%	\$60/\$70/\$90 reimbursement
Tri-focal	Covered 100%	\$72/\$84/\$110 reimbursement
Lenticular	Covered 100%	\$108/\$118/\$138 reimbursement
Contact Lens (in lieu of lens/frame) – once a calendar year		
Elective	Up to \$115	Reimbursed up to \$115
Medically necessary (prior authorization is required):	Covered 100%	Reimbursed up to \$200

- (b) If covered participants choose extra options, the employee is responsible for the additional cost of the options to be paid directly to the provider.

4. **Life Insurance Coverage**

- (a) Two hundred thousand (\$200,000) dollar life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section.

ARTICLE XXII - BENEFITS (Continued)

- (b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force must contact the insurance carrier within thirty-one (31) days of the last day of employment.
 - (c) The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.
 - (d) Subject to the approval of the carrier, each Administrator may apply for and purchase an additional one hundred thousand (\$100,000) dollars of life insurance. The premiums for the additional coverage will be deducted from the Administrator's paycheck.
5. Upon application, the Board will pay the premiums for a long-term disability plan, the benefit level of which will provide sixty-six and two-thirds (66-2/3%) percent of an Administrator's individual salary with a maximum of ten thousand (\$10,000) dollars per month based upon a one hundred and eighty (180) day waiting period. An Administrator may not draw from the sick bank or personal leave once he/she becomes eligible for LTD.

B. PACKAGE B – THOSE ELIGIBLE AND NOT ENROLLED IN THE HEALTH INSURANCE PLAN:

- 1. **Hospitalization Insurance** – No coverage
- 2. **Dental Coverage**

The Board will pay the premiums to provide dental insurance. The coverage amount will be based on whether or not the spouse has other dental coverage.

- Without Other Dental (Non COB)
 - Type 1 – 100%, Type 2 – 90% and Type 3 – 90% up to an annual maximum of \$1,000 every calendar year.
 - Type 4 – 50% up to a lifetime maximum of \$1,500.
- With Other Dental (COB)
 - Type 1 – 50%, Type 2 – 50% and Type 3 – 50% up to an annual maximum of \$1,000 every calendar year.
 - Type 4 – 50% up to a lifetime maximum of \$1,500.

ARTICLE XXII - BENEFITS (Continued)

- (a) Type 1 benefits are for preventive services such as cleanings (limit 2 per year).
- (b) Type 2 benefits are for basic services such as cavity fillings.
- (c) Type 3 benefits are benefits such as crowns and dentures.
- (d) Type 4 benefits are orthodontic services. No adult orthodontic coverage (19 years of age or older) is available.

3. Vision Coverage

- (a) The vision plan benefits available are based upon a Plan 3 program.

<u>Services:</u>	<u>In Network:</u>	<u>Out-of-Network:</u>
Examination – once a calendar year	Covered 100%	Optometrist reimbursed up to \$35 Ophthalmologist reimbursed up to \$45
Frames – once a calendar year	Up to \$65 retail allowance	Reimbursed up to \$55
Lens – once a calendar year		Clear/color tints & coats/ polarized
Single	Covered 100%	\$38/\$42/\$56 reimbursement
Bi-focal	Covered 100%	\$60/\$70/\$90 reimbursement
Tri-focal	Covered 100%	\$72/\$84/\$110 reimbursement
Lenticular	Covered 100%	\$108/\$118/\$138 reimbursement
Once a calendar year - Contact Lens (in lieu of lens/frame)		
Elective	Up to \$115	Reimbursed up to \$115
Medically necessary (prior authorization is required):	Covered 100%	Reimbursed up to \$200

- (b) If covered participants choose extra options, the employee is responsible for the additional cost of the options to be paid directly to the provider.

4. Life Insurance Coverage

- (a) Two hundred thousand (\$200,000) dollar life insurance policy with AD&D from an insurance carrier selected by the Board, subject to the provisions of this section.

ARTICLE XXII - BENEFITS (Continued)

- (b) Employees who have Board-provided term life insurance shall have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right to conversion in order to keep term life insurance in force must contact the insurance carrier within thirty-one (31) days of the last day of employment.
 - (c) The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.
 - (d) Subject to the approval of the carrier, each Administrator may apply for and purchase an additional one hundred thousand (\$100,000) dollars of life insurance. The premiums for the additional coverage will be deducted from the Administrator's paycheck.
5. Upon application, the Board will pay the premiums for a long-term disability plan, the benefit level of which will provide sixty-six and two-thirds (66-2/3%) percent of an Administrator's individual salary with a maximum of ten thousand (\$10,000) dollars per month based upon a one hundred and eighty (180) day waiting period. An Administrator may not draw from the sick bank or personal leave once he/she becomes eligible for LTD
6. **Cash In Lieu** - Employees enrolled in Package B will receive a two thousand (\$2,000) dollar yearly stipend.

D. PROVISIONS OF PACKAGES A & B:

- 1. It is understood that the above packages are subject to the terms and conditions specified in the contract between the Board and the carrier and that the insurance coverage will be continued by the Board for the two (2) month COBRA waiting period following the date of lay-off or leave or Leave of Absence for illness or maternity.
- 2. The Board will make available the necessary forms for enrollment in hospitalization, life insurance, vision and dental programs. It is the responsibility of the employee to timely complete and return the forms in order to have the above coverage.
- 3. The elected coverage shall be provided on a twelve (12) month basis and shall be terminated on the date the employee is no longer employed by the Walled Lake School District, except as otherwise provided in the Master Agreement or by law. However, an employee may continue health insurance for up to eighteen (18) months during lay-off or leave by pre-paying monthly the group rate premiums or as provided by the law.

ARTICLE XXII - BENEFITS (Continued)

- E. The Board agrees to make deductions for all district-approved tax-sheltered annuity programs, subject to Internal Revenue Service Code Section 403(b) and/or 457 plan.
- F. The Board shall not be required to provide hospital/medical insurance coverage to an employee or his/her family members who is/are under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board, and that employee is eligible to elect Package B coverage. The employee must certify to the business office that he/she and family members are not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.
- G. An employee or his/her family member(s) who cannot withdraw from coverage under the other policy may request coverage under the Board's hospital/medical plan. The determination to allow coverage must be by a majority of Committee consisting of two Administrative representatives and two Association representatives. The decision of this Committee shall be final and binding on the Board, Association and employee.
- H. Employees who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program for the remainder of that year.
- I. Each year, the Board will compare the cost of the current plan to comparable coverage. If the cost for a comparable plan would be less than the current plan, the Board reserves the right to bid any or all coverage with mutual agreement of the Association on the specifications of coverage.

It is understood that it may take one or two months to change carriers, and that employees would remain under current coverage during the transition period.

- J. Insurance packages A and B set forth in the Master Agreement are included as part of the District's Cafeteria Plan and/or Flexible Spending Account (FSA) both of which are intended to qualify under Internal Revenue Code (IRC) §125. Employees shall be required to make advance elections (which are generally irrevocable during each coverage period) as required under applicable IRC provisions and regulations.

ARTICLE XXII - BENEFITS (Continued)

- K. The District Cafeteria Plan shall permit a participant to revoke a benefit election after the period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage if both the revocation and new election are on account of and consistent with a change in family status as defined under IRC §125 regulations, as the same may be amended from time to time (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) provided, the new election is made within thirty (30) days of the qualifying event and is made as permitted under the applicable insurance policies.
- L. Eligibility and coverage shall be limited by the rules and regulations of the underwriting carrier and all disputes concerning coverage or benefits shall be strictly between the employee and the carrier and shall not be the subject of a grievance procedure dispute.
- M. Eligibility shall be based on the employee meeting the “at work” requirements of the policy or carrier.
- N. The District shall not be liable for an employee’s failure to notify the District of a change of status in family which might affect coverage. Employees who do not notify the District of a change in family status within thirty (30) days of the change will be held liable for any costs incurred by the District beyond the change of status obligation.

SECTION 2

Retirement Life Insurance: The Board will provide or will self-insure for a three thousand (\$3,000) dollar paid-up term-life insurance policy after an Administrator has retired. Administrator may elect to receive one thousand (\$1,000) dollars cash in lieu of the policy.

SECTION 3

Liability Insurance: The Board will pay premiums for one million (\$1,000,000) dollars in liability insurance as provided for in the district-wide insurance program applicable to all employees. This coverage provides for bodily injury and property damage to a third party while the employee is performing his/her authorized job assignment. This Section shall be open for negotiation on May 1 of each year of this Agreement.

ARTICLE XXII - BENEFITS (Continued)

SECTION 4

Travel Allowance: The Board will issue annual payment for individual Administrators use of their individual vehicles while on authorized school District business according to the following schedule:

High School Principal, Middle School Principal, Director of Athletics, Director of Special Services, Supervisor Special Services	\$1500
High School Assistant Principals, Middle School Assistant Principals	\$1125
Elementary Principals; Director of Outdoor Education; Director of Community Education, Grants and Professional Development	\$750

SECTION 5

Auto Liability Insurance: The Board will provide one million (\$1,000,000) dollars worth of excess liability insurance (combined single limit property damage and bodily injury) for Administrators when using their personal vehicles on authorized school business.

SECTION 6

Tax Sheltered Annuities: Administrators may participate in any district approved tax sheltered program subject to Internal Revenue Service Code Section 403 (b) and/or 457 plan. Beginning September 2003, all monies payable to Administrators under the termination/retirement pay provision (Article XXII, Section 9) and the pay for unused sick days (Article XXII, Section 10) will be paid via the Board of Education approved special pay plan 401A, subject to the limitations of the plan. The plan document will determine eligibility. The District may change or eliminate the plan at any time.

SECTION 7

Purchase Option: The Administrators may individually purchase, at cost, additional insurance coverage granted to other bargaining units of the Walled Lake Consolidated School District as long as the insurance company rules permit.

SECTION 8

Termination/Retirement Pay: The term "retiree" is defined as when an Administrator ceases employment with the Walled Lake Consolidated School District and is eligible to draw retirement monies from the State School Retirement Fund.

ARTICLE XXII - BENEFITS (Continued)

Upon retirement, an Administrator with less than seven (7) years of administrative experience and at least thirty (30) years of administrative and teaching service to Walled Lake Consolidated Schools and separation in good standing will receive payment in the amount of Fifteen Thousand (\$15,000) Dollars.

Upon retirement, an Administrator with a minimum of seven (7) years of administrative experience and separation in good standing will receive payment according to the payout schedule reflecting administrative and teaching service to the Walled Lake Consolidated School District:

- \$ 7,000 after seven (7) years
- \$ 8,000 after eight (8) years
- \$ 9,000 after nine (9) years
- \$10,000 after ten (10) years
- \$11,000 after eleven (11) years
- \$12,000 after twelve (12) years
- \$13,000 after thirteen (13) years
- \$14,000 after fourteen (14) years
- \$15,000 after fifteen (15) years
- \$16,000 after sixteen (16) years
- \$17,000 after seventeen (17) years
- \$18,000 after eighteen (18) years
- \$19,000 after nineteen (19) years
- \$20,000 after twenty (20) years
- or add \$1,000 per year up to a maximum of \$30,000

SECTION 9

Separation Pay: it is understood and agreed that up to fifty (50%) percent of an individual's unused sick leave days will be paid to administrators at the per diem rate and paid in equal payments over a three (3) year period. This will apply to retirement, death, or resignation. Per diem rate will be interpreted to mean the cost of an administrative sub, determined by the median per diem rate of the beginning salary for this position in the ten (10) districts listed in the Compensation Study Plan. President of WLSAA and Director of Personnel to calculate. Cap = \$30,000.

SECTION 10

Family Status: It shall be the responsibility of the employee to notify the District within thirty (30) days of any change in family status, which may affect insurance coverage costs.

ARTICLE XXII - BENEFITS (Continued)

SECTION 11

Dual Coverage: The Board shall not be required to provide hospital/medical insurance coverage to an Administrator who is under another hospital/medical insurance plan or policy. The Administrator must certify to the Business Office that she/he and dependents are not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board. Administrators who cannot withdraw from coverage under the other policy may request coverage under the Board's hospital/medical plan. The determination to grant coverage must be by a majority of a committee consisting of two Superintendent's designated representatives and two Association representatives. The decision of this committee shall be final and binding on the Board, Association, and Administration.

SECTION 12

Coverage: Coverage shall be subject to the rules and regulations of the carrier.

SECTION 13

Workers' Compensation: The Board of Education shall provide workers' compensation benefits to those employees eligible as defined by Michigan Law. The use of accrued sick leave days to supplement the employee's income while on workers' compensation is defined as follows:

Workers' Compensation Supplement: Should an employee be absent from work and be receiving Workers' Compensation, the Board of Education will pay to the employee the difference between the amount paid by Workers' Compensation Insurance and the employee's regular daily rate. The supplemental pay will be charged to the employee's sick leave accumulation proportionately for a period equivalent to the nearest half (1/2) day. In no case will the Board of Education's supplement extend beyond the individual employee's accumulated sick leave earned as of the last day of work. In addition, accrued sick leave may not be used when the employee becomes eligible for LTD benefits. The employee must notify the employer in writing if sick leave days are not to be used to supplement workers' compensation.

ARTICLE XXIII - VALIDITY OF AGREEMENT

SECTION 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 hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

SECTION 2

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.

SECTION 3

This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms and shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future Administrator's contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and considered part of the established Board policies.


ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2012, and shall remain in full force and effect until mid-night, June 30, 2013.

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party notice by registered mail of its desires to terminate, modify or amend this agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor agreement. In the event that neither party gives notice to the other of its intention to terminate, modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year and similarly from year-to-year thereafter with the same notification requirements.

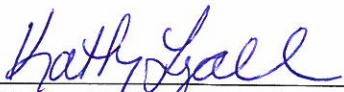
**WALLED LAKE SCHOOL
ADMINISTRATORS ASSOCIATION**

BY: _____


Christopher Peal, Chief Negotiator
Walled Lake Schools
Administrators Association

**WALLED LAKE SCHOOLS
BOARD OF EDUCATION**

By: _____


Kathy Lyall, President
Walled Lake Schools
Board of Education

APPENDIX I- WLSAA SICK BANK MEMBERS
AS OF JULY 1, 2012

<i>LAST</i>	<i>FIRST</i>
Ball	Robert
Bell	Joseph
Bender	Alec
Bloodsaw	Yolanda
Brown	Sheryl
Day	Linda
Diamond	Gregory
Donohue	Harvey
Drewno	Jeff
Fiebke-Lang	Michelle
Froning	Charles
Graham	Dennis
Gustitus	Michael
Henderson	Eric
Holland	Dan
Kaplan	Brian
Learmont	Donald
Maktari	Nayal
McKelvey	Carol-Lyn
Morgan	Chuck
Paddock	Bradley
Peal	Christopher
Pipkin	Kyle
Pittman	Phillip
Qonja	Anita
Rendi	Kristin
Riley	Stuart
Said	Kathleen
Stanton	David
Stout	Lora
Swinehart	Brian
Timlin	Beth
Werner	Patricia
White	Kristin
Wisinski	Dennis