

ARTICLE I
RECOGNITION

- A. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the Administrators and Supervisors in the District, the Board hereby recognizes the Association as the official negotiating agent for all administrators under contract by the District. The Association shall submit to the Board of Education a list of active members of the Association.

- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Administrator shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any Administrator in the enjoyment of any right covered by Act 379 of the Public Acts of 1965; laws of the State of Michigan and the United States; that it will not discriminate against any Administrator with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association; participation in collective professional negotiations; or the institution of any grievance, complaint, or proceeding under this Agreement.

C. DEFINITIONS

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

- 1. Board shall mean the Board of Education of the Willow Run Community Schools.

 - 2. Employer shall mean the executive office administrators and Executive Administrators shall mean the Superintendent, Executive Director of Human Resources and other members of the executive administrator group as intended within in the meaning of Act 379.

 - 3. Administrator shall mean employees included in and eligible for membership in the Bargaining unit.

 - 4. Association shall mean Willow Run Administrators Association.
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- D. The Board recognizes the Willow Run Administrators Association as the exclusive representative of all employees whose positions are in the bargaining unit, such recognition is for the purpose of negotiations pursuant to Act 379 of the Public Acts of 11965 as amended.

E. Non-Discrimination

The Board and the Association agree to continue their policy of non-discrimination against any Administrator on the basis of race, creed, color, physical handicap, age national origin, marital status, sex, or membership, participation in, or association with the activities of any professional educational organization.

ARTICLE II
BOARD RIGHTS AND RESPONSIBILITIES

The Board retains the authority and responsibility to manage and direct, on behalf of the public, all the operations and activities of the school district as outlined in *The Revised School Code* and current state and federal laws, except as specifically limited by this Agreement.

ARTICLE III
STAFFING METHODS AND PROCEDURES

A. Job Descriptions

Job descriptions and an evaluation tool for all WRAA positions will be made available to the Association no later than October 1st of each year.

The Board will, prior to changing or adding to any job description, duties of work roles having direct and significant application to the employment conditions of the employees covered by this agreement, notify the Association in writing and in advance of implementation. The Superintendent or executive administrator will meet with the Association to review and discuss said changes and to allow the Association to make written recommendations to the superintendent.

B. Positions in the Association

The Board, through the Superintendent or Executive administrator, shall notify the Association of all newly created administrative positions, the proposed elimination of administrative positions or decisions not to fill administrative position, that are covered by this agreement. Upon receiving a written request, the Association shall be provided with a copy of the job description and an opportunity to meet with the Superintendent to discuss the position in question.

C. Contract Renewal/Non-Renewal/Extension

The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrative position assigned. Additionally, at the time that an Administrator's individual contract is due to expire, the Board reserves the right to offer the Administrator a new contract, extend the existing contract, or terminate the Administrator's services. In the event that the Board has determined that the services of the Administrator shall be terminated for just cause, the Administrator must be notified, in writing, on or before March 1st of the pending action. Just cause shall include, but not be limited to, failure of the Administrator to maintain all certificates, credentials, continuing education requirements and/or qualifications as set forth by the Michigan department of Education as required to hold an administrative position, neglect of duty, breach of contract, breach of ethics, felony conviction, acts of moral turpitude, fraud or material breach of the terms of his/her individual contract.

In the event that the Administrator has served in his/her position for three or more consecutive years with satisfactory performance as evidenced by his/her annual

evaluation, he/she shall have the right to receive the charges in writing, notice of a hearing, and a hearing with all rights of due process under the law.

In the event that the Administrator is terminated for just cause during the term of his/her contract, the contract shall automatically terminate and the Board shall have no further obligation to the Administrator.

D. Administrative Vacancies

As used herein, the term vacancy shall include newly created positions, or any Position within the bargaining unit that the Board determines to fill.

The school district shall post a notice of the vacancy in all school buildings for a period of at least ten (10) working days. During the summer months, all vacancies shall be posted for at least fourteen (14) calendar days in the Board Office and a copy of the posting shall be sent to the WRAA President or his/her designee.

Any bargaining unit member meeting the qualifications as posted may apply in Writing to the Director of Human Resources. All qualified Association applicants and qualified Association Administrators on recall who apply shall be considered for the vacancy. In consideration of the vacancy the District's criteria for the best qualified candidate will include proper certification, NCA standards, previous experience, satisfactory performance evaluations, past performance and involvement within the District and seniority within the Association.

The vacancy shall be awarded to the most qualified candidate from the entire pool of candidates.

No administrative position maybe filled by an interim administrator longer than one school year without said position being reposted for eligible candidates.

E. Multi-Year Contracts

Each Administrator employed with the District and covered under this agreement, shall, upon completing three (3) consecutive years of satisfactory performance as an Administrator in the Willow Run Community Schools, as determined through the formal evaluation process, shall be offered a two (2) year contract. In addition, the Superintendent shall have the authority to offer a multi-year contract; not to exceed two (2) years, to a newly hired administrator. The Superintendent shall also have the authority to offer, at his/her discretion, a multi-year contract, not to exceed (3) years, to an Administrator on staff who has successfully served at least two (2) consecutive years as an Administrator in the District.

The Board shall be entitled to terminate the administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if the Administrator materially breaches the terms and conditions of this Agreement.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board.

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. 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 hereunder.

F. Transfers

A transfer is the movement from one administrative position to another administrative position within the Association.

Voluntary Transfers

1. Any Administrator shall be given an opportunity to seek a transfer and shall receive consideration for another administrative position.
2. Any Administrator who desires a transfer shall submit his/her request, in writing, to the superintendent no later than two weeks after the official notice of resignation, retirement, etc.
3. Administrators submitting such a transfer request shall be interviewed by the superintendent/designee and/or the immediate supervisor of the position to be filled.
4. Any Administrator may file with the superintendent, a general letter of request for transfer within the Association to be considered should a position become vacant.

Involuntary Transfers

A transfer is the movement of an Administrator from one administrative position to another position within the association.

Prior to a decision involving an involuntary transfer of an Administrator to another position, a conference will be held between the Administrator and the Superintendent and/or his/her designee. The Administrator shall have the right to have an association representative present for the meeting if he/she so desires.

The Board reserves the right to transfer and reassign administrative staff as needed by the District. When it is perceived by the Superintendent that an Administrator may be able to have a positive impact on the academic performance of an attendance center that is failing to make AYP, said administrator shall be transferred to the school that is in need of improvement with no reduction in pay. Although the Association acknowledges that the Board has the right to make adjustments in administrative assignment, prior to the actual physical transfer, the Superintendent shall meet with the administrator to discuss and the pending transfer.

Under no circumstances shall an Administrator evaluated by the Superintendent as unsatisfactory be granted a contract extension or transferred to another school site to serve as an administrator.

In the event that the Administrator's individual contract is not due to expire at the end of the school term whereby the unsatisfactory evaluation was received, a remediation plan shall be developed and implemented to provide the Administrator with an opportunity to improve his/her performance. The remediation plan shall be developed in collaboration with the Administrator and an association representative. The plan shall not be less than sixty days; and not more than ninety days, in duration.

If the Administrator fails to meet the goals of the remediation plan, in accordance to the timeline set forth, his/her contract will be deemed null and void on the date indicated in the remediation plan and the Board shall have no further obligation to the administrator.

G. Appointment to Administrative Position

1. The Board will post vacancy notice for all known vacancies. Administrators wishing to apply for any posted vacancies, who meet the qualifications, may do so as indicated on the notice of vacancy. Copies of such postings will be provided to the Association president. Notice of administrative vacancies during the summer will be sent to all Administrators.
2. All administrative vacancies shall be posted for a period of ten (10) working days during the school year and fourteen (14) calendar days during the summer.

3. No vacancy shall be filled, except on a temporary basis, until the expiration of the posting period.
4. Any temporary/seasonal position created by a job realignment will be posted for WRAA members for a period of ten (10) working days.
5. If the Board of Education and the Willow Run Administrators Association determines it is not practical to post an administrative position and would prefer to make a direct placement, the Superintendent/Designee will make the appropriate placement.

H. Reassignment

Reassignment shall mean the movement to a position outside the Association.

Voluntary Reassignment

1. Any Administrator shall have the right to equal consideration for reassignment to any position within the District.
2. A request for voluntary reassignment by an Administrator shall be submitted, in writing, to the Superintendent.
3. The Administrator requesting such reassignment shall be interviewed by the superintendent/designee prior to the Superintendent's response to such request.
4. Responses to requests for voluntary reassignment shall be in writing prior to the awarding of the position.

Involuntary Reassignment

Involuntary reassignment shall be defined as the movement of an Administrator in the Association to a position outside the Collective Bargaining Unit whereby he/she holds the appropriate credentials, training and/or qualifications.

When an involuntary reassignment is contemplated, the Association and the administration being considered for reassignment shall be notified, in writing of the reassignment in advance of the effective date of the reassignment. Such notice shall be provided at least ten (10) work days prior to the effective date of the reassignment.

The involuntary reassignment must be reasonable, fair and logical; taking into account and preserving the dignity of the Administrator.

The involuntary reassignment shall not be arbitrary, retaliatory, capricious, discriminating or in violation of any other provision in the Collective Bargaining Agreement.

Prior to the effective date of the involuntary reassignment, the Administrator affected shall have an opportunity to meet with the Superintendent to discuss the reassignment. The Administrator may include his/her Association representative in the meeting.

Administrators, evaluated by the Superintendent as unsatisfactory, will not be reassigned to another position in the District unless he/she had been granted tenure in the District prior to his/her administrative assignment.

I. Certification

The Association recognizes that each administrator must assume the responsibility of filing his/her valid Michigan teaching and/or administrative certificate or other documents indicating qualifications with the Department of Human Resources. Each Administrator must also have on file with the Department of Human Resources a copy of his/her credits or coursework.

J. Resignation

Administrators who are leaving the District, or are contemplating leaving the District have an ethical responsibility to report this at the earliest possible date. This early reporting will enable the Board to obtain the best possible replacement for the following year. It is expected that a written notice of resignation be given to the Board not later than the first of March, if feasible.

K. Layoff

1. The Board reserves the right to layoff administrative staff for financial reasons, enrollment decline, and/or program termination.
2. Any layoffs within the classifications of high school principals, middle school principals, elementary principals, coordinators, high school assistant principals, middle school assistant principals, or dean of students will be based on administrative experience within the District, with the Administrator having the least District administrative experience being laid off first. In cases where the administrators to be laid off have equal District administrative experience, the most qualified administrator, as determined by the Superintendent/Designee, will be retained.

For the purpose of this article, District administrative seniority shall be measured in semester units from the first date of hire to a District administrative position. When an Administrator does not work an entire semester, credit will be given for any semester in which employment in the position is for half or more of the semester. Time spent on layoff or unpaid leave of absence shall not be counted.

If a WRAA District administrator remains within the District but serves in a capacity other than that of an administrator, he/she will maintain his/her WRAA seniority.

3. In the event of the layoff of an Administrator due to financial reasons, enrollment decline, program termination or any other reason not related to the competency of the Administrator, the Administrator shall be offered another administrative position within the Association for which he/she is qualified, should a vacancy occur within a two (2) years.
4. In the event the Board, for any reason, determines to reduce the size of the administrative staff, the Administrator is subject to layoff upon a March 1st written notice. In said event this contract shall be terminated and no salary payment made by the Board.
5. Failure to notify the administrator by March 1st, of the Board's intent not to renew this contract will automatically result in a one-year extension of this contract.

ARTICLE IV
ADMINISTRATIVE EVALUATION

- A. Evaluation is the process of assessing an Administrator's performance by using a Board approved evaluation instrument cooperatively developed by the Association and Superintendent. This evaluation instrument will be compatible with job descriptions, which will also be cooperatively developed. The purpose of evaluation is the identification of strengths and weakness(es) in an attempt to improve job performance.
- B. Evaluations, yearly for probationary and every two years for non-probationary administrators, are performed by each Administrator's immediate supervisor in accordance with the approved evaluation instrument.
- C. Signing of evaluation reports by the administrator does not necessarily indicate agreement with the report. Signing indicates that the administrator has been made aware of its contents and has received a copy of said report. Administrators shall be provided the opportunity to attach their part of the report. Contents of the evaluation shall not be subject to the grievance procedure.
- D. Evaluations will include at least one visitation to the program or building site of the evaluatee during regular program operation.

ARTICLE V
MEMBERSHIP, INITIATION FEES, DUES AND OTHER ASSESSED FEES

A. Membership

Membership in the Association is not compulsory. Administrators have the right to join or not join the Association subject to Section C.

B. Payment of Dues

Administrator shall pay the regular, periodic, uniform dues in one of two ways:

At the Administrator's option, the regular dues or the non-member's financial responsibility fee shall be paid in one (1) lump sum within 30 days from the commencement of service or shall be deducted together as one (1) deduction, in ten (10) equal monthly installments. The Board will promptly remit to the Local Unit once each month all moneys so deducted, accompanied by the list of Administrators from whom the deductions have been made. Exceptions shall be made on an individual basis only for new employees hired after the beginning of the school year who shall only be required to pay a pro-rata amount.

C. Representation/Service Fees

It is recognized that because of religious conviction or other reasons, some Administrator may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that proper negotiation and administration of collective bargaining agreements entail expense to the Unit. To this end, all Administrators as a condition of employment shall either:

1. Elect to join the Unit and pay periodic dues by authorizing the deduction of such amounts from his/her salary, or
2. Pay a service fee to the Association. The service fee shall not exceed the amount of the Association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee.
3. In the event the bargaining unit member shall not pay the service fee directly to the Association or authorize payroll deduction, the employer shall pursuant to MCLA 408.477; MSA17.277(7) and at the request of the Association deduct the service fee and the additional assessment fee from the bargaining unit member's wages and remit same to the Association. In the event, the

Administrator does not directly or through voluntary deduction authorization pay representation or service fee by December 31 of each year of this agreement, these fees shall subsequently be deducted in five (5) equal payments.

4. In any case in which an Administrator contests the deduction of the service fee under the provisions of this article and it is necessary that the Board engage legal counsel, the Association agrees to pay any expenses, including actual attorney's fees incurred by the Board, as well as any and all damages and judgments that may result from such action. It is understood that the Board shall have the authority to select the legal counsel for any actions arising from this article.
5. Administrators who elect to pay a representation fee in lieu of joining the Association shall be afforded the same representation rights as extended to all other Association members.

ARTICLE VI
ADMINISTRATOR WORKING RIGHTS

- A. In addition to any other rights the School District may have by law or under this Agreement, an employee may be terminated by the School District, without regard to Act 4, Michigan Acts of 1937, Extra Session, as amended, for acts of moral turpitude, misconduct, or if the employee violates any of the terms or covenants of this Agreement. Should the Superintendent or the Board seek to terminate the employment for acts or moral turpitude, misconduct or violating the terms or covenants of this Agreement, the employee shall be accorded rights of due process including notice and a hearing by the Board or its designee.

Members of the WRAA continue to be given priority for summer work programs beyond 42 weeks. These programs will involve Summer School, Drivers Education, Program Planning, other duties that are Administrative in nature, and any duties required by the Superintendent and his/her designee that extend outside of the “normal” school day. It is further understood that WRAA members will not be required to take compensatory time during the regular school year to enable them to perform summer tasks. The Superintendent may assign a non-traditional work calendar after consultation with the WRAA.

B. Staff Selection and Assignment

1. When possible, Administrators shall be included in the screening, interview and selection process for prospective employees being considered for an assignment in their attendance center. Administrators shall also have the privilege of making recommendations to the Human Resources Department and/or the Superintendent for additional staff and/or new positions. The final decision, in recommending personnel, certified and non-certified, to the Board of Education for personnel assignments shall rest with the Superintendent.
2. Each building principal, director and/or supervisor shall have the right to determine internal building, program or department assignments subject to final approval of the superintendent.
3. All personnel assigned to a building Administrator shall be directly responsible and accountable to the building Administrator(s) as well as to the supervisor of the department or program.

C. Complaints

1. Formal complaints by a citizen directed toward an Administrator shall be called to the Administrator's attention within a reasonable amount of time. The Administrator will be kept progressively informed as to the disposition of the complaint. The Administrator will have the opportunity to provide a written response to any record, which is made of the complaint, if such a record is retained.
2. If an Administrator has a legal complaint lodged against him/her as a result of any legal action within his/her jurisdiction, the Board shall provide legal counsel and render assistance deemed necessary by the Superintendent for the protection of the Administrator. The Board shall arrange for and maintain appropriate insurance to cover all such liability. This provision shall not apply to actions alleging criminal complaints not within the scope of the Administrator's responsibility.
3. Time lost by an Administrator in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the Administrator.

D. Administrators will be reimbursed for attending approved county, state or national conferences. Reimbursement will be made in accordance with Board policy and upon the submission of expense voucher and receipts. (See Article ____.)

E. An Administrator shall be entitled to have a representative of the Association present when he/she is being reprimanded or disciplined by the Superintendent or his/her designee for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the administrator unless a representation of the Association has been notified to be present at a designated conference.

F. Administrators are expected to relate the objectives, interpret the efforts of the District, the decision of the Board and its Executive Administration to the staff and community in a positive manner and with conviction. Consistent with this expectation, the Board and the Executive Administration will make a reasonable effort to involve middle management in the decision making process.

- G. Each Administrator shall have the right, upon request, to review the contents of his/her own personal file. The Administrator must make an appointment with the Superintendent/Designee in order that an employee of the Human Resources Department is present when the Administrator inspects his/her file. A representative of the Association may, at the Administrator's request, accompany the Administrator in this review. Privileged information, such as confidential credentials, and related personal references normally sought at the time of employment are specifically exempted from review.

ARTICLE VII
LEAVES WITHOUT PAY

A leave of absence of up to one year without pay and fringe benefits may be granted at the Board's discretion, under the following conditions:

A. Application

Application for such leaves must be filed in writing with the Superintendent of schools at least three (3) months in advance except in the case of personal emergency where a shorter notice may be acceptable. The Superintendent or his/her designee may request a statement of the reason for the leave and may request documentation supporting any request where notice of the request is less than three (3) months in advance of the start of the leave.

B. Eligibility

The applicant shall be under a non-probationary contract.

C. Expiration

Any such leave shall expire at the end of the administrative contractual year.

The Administrator on leave shall give written notice to the Superintendent of schools by April 1st of the year the leave is due to expire; also giving notice of his/her intent to return to work, resign, or request an extension of said leave.

D. Salary Increments

Salary increments shall not be accrued while on unpaid leave.

E. Unused Sick Leave

Upon return, unused sick leave held at the start of the leave shall be restored.

F. Return of Administrator on Leave

The Administrator on leave shall be entitled to return to the position to which he/she was assigned prior to the leave or a position of the same classification pursuant of his/her qualifications.

G. Proviso

An Administrator with five (5) or more years of administrative experience in the District may request that the leave be approved with a proviso that he/she is entitled to return to his/her same position unless the position has been eliminated. Approval of such a proviso is discretionary with the Board. If the leave is approved but without the requested proviso, the Administrator shall have ten (10) days to accept the leave or decide to continue in active employment. In the event the Administrator on leave has a right to return to his/her same position, any person filling the open position shall receive an interim appointment for a term not to exceed the period of said leave. Such a proviso shall only be considered for a maximum of one academic year.

H. Health Insurance

An Administrator going on leave may continue his/her health care benefits (health, dental, vision) for a period of up to eighteen (18) months by paying the costs thereof in monthly installments in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE VIII
SABBATICAL LEAVE

An Administrator who has been employed by the District for seven (7) or more years, at the discretion of the Board, may be granted a sabbatical leave of up to one (1) year. Sabbatical leaves shall be for the purpose of study, professional degree completion, work experiences or other reasons which may be of benefit to the Administrator in his/her employment with the District. During the sabbatical leave fringe benefits (health, vision, disability and life) shall continue to be paid by the District. If the Administrator does not return to employment with the District for the next full year after the sabbatical leave the Administrator shall reimburse the District for the cost of the fringe benefits furnished during the leave. An Administrator returning from sabbatical leave shall return to the position occupied before the leave subject only to the Board's right of reassignment or reorganization Applications for sabbatical leave must be made by May 1st of the previous year.

ARTICLE IX
TEACHER EVALUATION REVIEW

In the event an Administrator's evaluation of a teacher becomes the subject of an evaluation review in accordance with provisions of the collective bargaining agreement with teachers the following provisions apply:

1. No Administrator shall be required to sign an evaluation of a teacher which does not represent the Administrator's own judgment.
2. An Administrator shall be given a reasonable opportunity to respond in writing to the report of an evaluation committee before the Superintendent's final disposition. It is understood, however, that the fundamental principles of fairness shall require that the teacher be given the same opportunity.

ARTICLE X
NEGOTIATION PROCEDURES

- A. Not later than February 1st of the calendar year in which this Agreement expires, the Association must submit, in writing, its desire to negotiate an agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement as stipulated in Act 379 with respect to hours, salaries, and conditions of employment.
- B. Designated representative(s) of the Board shall meet at mutually agreed upon Places and times with representative(s) of the Association for the purpose of Effecting a free exchange of factors, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement.
- C. There shall be one (1) signed copy of the final agreement for the purpose of record.
- D. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or without the School District.
- E. It is recognized that no binding contractual agreement between the parties may be executed without ratification by the Willow Run Community Schools Board of Education and by the Willow Run Administrators Association.
- F. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposal, counterproposals, and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Each bargaining team guarantees to the other that upon agreement at the table, each will enthusiastically endorse acceptance to each of its constituents.
- G. Negotiations between the parties for the purpose of entering into a successor agreement shall commence at least sixty (60) days prior to the expiration date of the Agreement.

ARTICLE XI
GRIEVANCE PROCEDURES

- A. A claim by an Administrator, or the Association as specified below, that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
- B. An Administrator may only grieve an expressed provision of this Agreement.
- C. If, after an informal discussion with the appropriate supervising Administrator, the grievant feels a grievance still exists he/she may invoke the grievance procedure through the Association or independently according to the following steps:

STEP ONE
(Informal) Within fifteen (15) working days of the time a grievance occurs, the Administrator has knowledge of a claimed grievance, or when the Administrator should have reasonably known of the claimed grievance, the Administrator will present the grievance to the Superintendent/Designee with the objective of resolving the matter informally within fourteen (14) working days after the presentation of the grievance, the Superintendent/Designee shall give or answer orally to the Administrator.

STEP TWO
(Formal) If the grievance is not resolved in Step One, the Administrator may, within seven (7) days of receipt of the Superintendent or Designee's answer, submit to the superintendent/designee, assigned, written "State of Grievance" (See Appendix A). The "Statement of Grievance" shall name the administrator involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the Administrator involved.

The Superintendent/Designee will meet with the grieving Administrator within fourteen (14) days of receipt of the "Statement of Grievance." The Superintendent/Designee shall give the Administrator an answer, in writing, no later than fourteen (14) days after the grievance meeting.

STEP THREE

If the grievance remains unsolved at the conclusion of Step Two; it may be submitted for arbitration at the request of the Administrator, provided written notice of the request for submission to arbitration is delivered to Human Resources within fifteen (15) working days after the date of the decision under Step Two.

“The arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceedings.

Powers of the Arbitrator:

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall not have power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to established salary scales or change any salary, unless it is found that an Administrator has been improperly placed on the existing salary schedule.
3. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any administrator.
 - b. The termination of services or failure to re-employ any Administrator to a position on the co-curricular schedule.
4. He/she shall have no power to change any practice, policy, or rules of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. In the event that a case is appealed to an arbitrator on whom he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

6. There shall be no appeal from an arbitrator's decision of within the scope of his/her authority as set forth above.
 7. 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. The filing fee shall be paid by the moving party.
 8. Any grievance occurring during the period between the termination date of the Agreement and the effective date of the new agreement shall be processed. Any grievance which arose prior to the effective date of the Agreement shall be processed.
 9. The arbitrator is advised that he/she shall not insert his/her judgment or wisdom for that of the Employer.
- D. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual, written consent.
 - E. The failure of an aggrieved person to proceed from one-step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
 - F. The failure of a supervisor to communicate his/her decision to the Administrator within the specified time limits shall permit the administrator and/or Association to proceed to the next step in the Grievance Procedure.
 - G. It shall be the general practice of all parties to process grievance during times that do not interfere with or cause interruption of the student's educational program, or administrative duties. Release time shall be granted only upon mutual consent of the aggrieved person and the Superintendent. Such release time shall be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives. If the grievant and his/her grievance is not upheld or sustained, then his/her absence will be charged to his/her Leave Bank.
 - H. A grievance may be withdrawn at any step without prejudice.
 - I. In the course of investigation of any grievance, representatives of the Association will report to the Superintendent any building being visited and state the purpose of the visit prior to arrival.

- J. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- K. Any party in interest may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an officer, member, or representative of any administrative organization other than the Association. When an Administrator is not represented by the Association, the Association shall be given advance, written notice, and shall have the right to be present and to state its' views, in writing, at all stages of this grievance procedure. Neither party at any level may be represented by counsel, but reasonable notice shall be given the other party in advance if counsel is to be present.
- L. Records of all grievance procedures shall be maintained by the involved parties, but they shall not be contained in the personnel file of the grievant.

ARTICLE XII
MPSERS HEALTH BENEFITS SUBSIDY

- A. Terminal pay shall be paid to the Administrator upon resignation or retirement for unused accumulated sick leave at the rate of \$55 per unused sick day, not to exceed total amount of \$5,500, provided all provisions of this agreement have been met.
- B. In recognition of service to the school district, and additional terminal leave payment of one and one-half percent (1.5%) of Administrator's current annual base salary for each year of service in the district will be paid to him/her upon completion of then (10) years of employment in Willow Run, five (5) of which must have been in an administrative position, provided that the Administrator qualifies for retirement through Michigan Public Schools Retirement System.
- C. (i). The Board has established a MPSERS Health Benefits Subsidy Program. Administrators wishing to participate in the MPSERS program must submit written intent to retire to the Office of Human Resources no later than April 1 of the calendar year in which they wish to retire. MPSERS Health Benefits Subsidy will be paid to the Administrator no later than December 31 of the year retirement or within 30 days upon request from the Administrator.
- (ii). The Administrator must have had a continuous record of teaching or administrative responsibilities in the Willow Run Community Schools for not less than twelve (12) years service credit and be on the final level of the Administrative Salary Schedule (Schedule 1).
- (iii). The Administrator must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public Schools Employees Retirement System. Upon request, the retiring Administrator shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.
- (iv). Written notification of intent to retire must be given to the Office of Human Resources at least three (3) months prior to retirement for those who intend to retire during the school year. The three (3) month notice may be waived due to extenuating or unusual circumstances.
- (v). Administrators meeting all of the above criteria will be awarded the sum of \$7,000.00.
- (vi). The creation of this opportunity to receive the MPSERS Health Benefits Subsidy is intended by the parties to act as an additional benefit for those Administrators who elect to voluntarily retire in order to receive benefits under the Michigan Public Schools Employees Retirement Act of 1979, MCLA 38,1301

et seq. In the event that this Health Benefits Subsidy is found to be contrary to the law during the term of its existence, this Agreement shall be immediately canceled and the parties shall meet to negotiate for a successor provision. Administrators who have previously elected to receive the Subsidy shall continue to be covered by these provisions, to the extent permitted by law.

(vii). If any court of competent jurisdiction rules that MPSERS Health Benefits Subsidy is in violation of state statutes, all Administrators who would presently be functioning under the Subsidy would be eligible to return to the first available position for which they are qualified.

ARTICLE XIII
PROFESSIONAL COMPENSATION

- A. The Board of Education will provide the following for an earned Specialist Degree, and for a Doctorate Degree:

Specialist	\$1,500.00
Doctorate	\$2,500.00

Upon receipt of such documentation, the Administrator's salary will be prorated for the balance of the year at the new rate of pay. Such pay rate increase shall be implemented as soon thereafter as possible after official documentation has been presented, but in no event to exceed thirty (30) school days. Payment shall continue as a yearly addenda to the Administrator's salary.

- B. For salary ranges, see pages _____ for the 2007-2008 salary schedule.

The Board of Education may grant credit for previous administrative experience to newly hired Administrators and have the authority to employ an Administrator at any step of the salary schedule. However, under normal circumstances, experience credit shall not exceed a total of five (5) years.

When a new position is created or an existing position is changed or combined with another, either of which cannot be properly placed on the salary schedule, the Board will notify and consult with the Association in advance of establishing a salary for such position.

The employee or the Association may petition the Superintendent for the reclassification of a position or positions within the bargaining unit.

- C. **Administrators shall be entitled to five (5) non-duty days per year. These days are separate from sick leave and personal business provisions and may not be carried over from year to year. At least one day of duty must occur between vacation/holiday and non-duty days with the intent of preventing extended vacation, unless special cause is shown. Non-duty days must be approved by the Superintendent prior to their use.**
- D. **Twelve month Administrators employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. The Administrator shall receive vacation time of twenty (20) days per fiscal year. Vacation shall be taken within the fiscal year in which it is earned and should not be accumulated from year to year.**

(Extra vacation days may be added at the discretion of the Superintendent when deemed necessary/appropriate).

Vacation days shall be earned during each payroll period. For example, the Administrator shall earn approximately .769 of a vacation day effective the end of each payroll period. The Administrator may take vacation days before they are earned but, in the event he/she leaves his/her position before he/she earned the vacation time, he/she shall be obligated to reimburse the school district a pro-rated amount equivalent to the applicable per diem rate for excess days used. Ten (10) vacation days may be carried over if not used within the twelve (12) month period. The Administrator shall not receive any additional compensation in lieu of use of vacation days, except as separation. The rate of pay for unused vacation days will be the normal daily rate.

The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent.

- E. Twelve month Administrators shall be entitled to fifteen (15) sick days annually, three (3) of which may be used for personal business. Earned sick leave shall be cumulative.**
- F. Eleven month Administrators shall be entitled to thirteen (13) sick days annually, three (3) of which may be used for personal business. Earned sick leave shall be cumulative.**

**ARTICLE XIV
HEALTH BENEFITS**

- A. The Board shall provide the WRAA bargaining unit a Cafeteria Plan; selecting among: (benefits comparable to): Flex Blue 2, Blue Care Network Plan 5, and PPO Community Blue Plan 2 (see Appendix B).**
- B. If a member elects not to utilize this benefit, the Board will pay a member a cash in lieu of \$100.00 per month.**

**ARTICLE XV
COMMENCEMENTS OF NEGOTIATIONS**

Before the termination of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement shall be extended by mutual declaration of intent to negotiate a successor Agreement until the successor Agreement is ratified by both parties.

**ARTICLE XVI
Duration of Contract**

- A. This Agreement shall be effective as of December 20, 2007 and shall continue in effect until the 30th day of June 2009 with an understanding that salary and benefits will be opened for negotiations annually.**