

# **MASTER AGREEMENT**

**Between**



**THE SCHOOL DISTRICT  
of the  
CITY OF WYANDOTTE**

**and**

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

**JULY 1, 2006 – JUNE 30, 2010**

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## **AGREEMENT**

*This Agreement entered into this 20<sup>th</sup> day of June, 2007, effective immediately, by and between the School District of the City of Wyandotte, Wyandotte, Michigan, hereinafter referred to as the "Board" and the Wyandotte Administrative Association, hereinafter referred to as the "Association".*

### **WITNESSETH:**

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

### **ARTICLE I - RECOGNITION**

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

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

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

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

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

(a) Administrator shall mean any member of the bargaining unit.

(b) Superintendent shall mean the Superintendent of Schools of the School District of the City of Wyandotte or his/her designated agents.

## **ARTICLE II - ASSOCIATION MEMBERSHIP**

**Section 1.** All employees covered by this Agreement who, after thirty (30) days from the date of the execution of this Agreement, are or thereafter become members of the Association, shall, as a condition of their continued employment by the Board, maintain membership in the Association for the duration of this Agreement. For purposes of this section, the term "maintain membership" shall mean one of the following:

(a) The Association member shall remain a member and shall pay all membership dues uniformly required by all members; or

(b) The Association member may withdraw from the Association, but shall pay a service fee to the Association equal to the amount of membership dues uniformly required of all members; or

(c) The Association member may withdraw from the Association, but shall continue to pay an amount equal to membership dues uniformly required of all members into an escrow account administered by the Association which shall be used solely as a Scholarship Fund for Roosevelt High School graduates.

**Section 2.** In the event an employee who becomes a union member fails to maintain membership by one of the three methods set forth in Section 1, such employee's employ-

ment shall be terminated at the end of the first full semester following the date the Board receives written notification of the employee's noncompliance with the provisions of this Article and providing:

(a) The employee has been notified in writing by the Association of his/her noncompliance, the amount of dues owing, and the manner in which such sum be tendered to comply; and

(b) That the employee has been given at least sixty (60) calendar days after receipt of such written notification to comply and has failed to do so; and

(c) That the Association President has certified the noncompliance of the employee and has requested the termination of such employee in writing to the Board, and

(d) The Board has caused the matter to be investigated and has confirmed the noncompliance of such employee and has notified the administrator in writing of the date of his/her termination.

Notwithstanding the foregoing, it is understood and agreed an employee may be removed from noncompliant status by tendering any monies due and owing in the manner set forth above at any time prior to the commencement of the thirty (30) day period immediately preceding the effective date of the employee's termination. It is further provided that should any employee contest the propriety of any termination notice before a court or administrative agency, such termination shall not become effective until all means of legal redress, including any appeals, have been exhausted.

**Section 3.** The Board will deduct, from the salaries of those employees who become

members of the Association, any membership dues or fees necessary to maintain membership within the meaning of Section 1, providing said employees have voluntarily authorized such deductions in writing and furnished said written authorization to the Board. The Board will make such deductions on a monthly basis as long as said authorizations are in effect and are not revoked in writing by the employee. The Association agrees to furnish the Board with such information it has in its possession that the Board deems necessary to comply with the provisions of this Section. In the event an authorized deduction is not made, the Association shall promptly notify the Board in writing and said deduction shall be made from the employee's next monthly check.

**Section 4.** The Association agrees to indemnify and save the Board harmless, from any and all claims, demands, suits or other forms of liability, as well as, any attendant costs including attorney's fees, that may arise as a result of the Board's compliance with any provision of this Article.

### **ARTICLE III – GRIEVANCE PROCEDURE**

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

- (a) The termination of service or failure to reemploy any administrator.
- (b) The placing of a probationary administrator on a third year of probation.
- (c) Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any State administrative agency.

(d) Any policy, rule, regulation or practice relating to any matter upon which the Board is not obligated to bargain upon as defined in Section 15, Act 336, P.A. 1947, as amended.

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

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

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

**SECOND STEP:** If the grievance has not

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

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

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

(a) The matter to be arbitrated must concern the interpretation, application or alleged breach of the terms of this Agreement.

(b) Only the Board or the Union may submit any unsettled grievance to arbitration. The party choosing to submit any unsettled grievance to arbitration must notify the other party in writing within thirty (30) working days from the date the grievance was answered by the Board and delivered to the aggrieved or the Union. Such notification shall identify the grievance and the issue and state what part or parts of this Agreement is involved.

(c) Following such written notice requesting arbitration the Board or its designee and the Association's president or his/her designee shall attempt to select a single arbitrator acceptable to both parties. If agreement on the selection of an arbitrator cannot be reached within seven (7) calendar days, either the Union or the Board may, within ten (10) calendar days from the date of the written notice requesting arbitration, request the American Arbitration Association, in writing, to submit a list of seven (7) qualified arbitrators. Beginning with the party requesting arbitration, each party shall alternately strike one (1) name from the list of seven (7) qualified arbitrators until only one name remains and that individual shall be the arbitrator to hear and determine the matter upon which arbitration was requested.

Following selection of the arbitrator as hereinbefore provided, the arbitration proceedings will be conducted in accordance

with the rules of the American Arbitration Association.

(d) The Arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement and specifically shall have no authority to alter or establish the salary schedule, nor shall he/she have any authority to limit or change any policies, practices or rules of the Board not in conflict with the terms of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.

(e) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon request of either or both parties.

(f) No claim for back salary shall exceed the amount of salary the employee would otherwise have earned less any unemployment compensation or other remuneration he/she may have received during his/her period(s) of suspension from employment with the School District.

(g) The expenses of each witness and the compensation for any witness for either party shall be paid by the party producing such witness. The Arbitrator's fees and expenses, and the cost of the Arbitrator's copy of the record, if any, shall be shared equally by the Union and the Board.

(h) The Arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.

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

**Section 4.** Processing of Grievances. It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved employee, the Association and the Board to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure on his/her own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties, for the period necessary without loss of salary.

#### **ARTICLE IV—SICK LEAVE**

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

**Section 2.** Physical or mental disabilities caused or contributed to by pregnancy, or termination of pregnancy for whatever reason, provided said termination of pregnancy is lawful under the law of the State of Michigan,

are temporary disabilities and shall be treated as such. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under this Article shall be applied to such disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other physical or mental disabilities. For purposes of the implementation of this Article, the period of commencement of disability shall be determined by certification of the administrator's attending physician.

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

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

**Section 5.**

**a.** In the event an administrator works less than his/her regular service year, his/her sick leave shall be prorated for that year.

**b.** In the event an administrator terminates his/her employment, he/she shall reimburse the Board for any overpayment of sick leave which may have been made or the Board may deduct such overpayment from the final salary check or retirement benefit.

**Section 6.**

**a.** Credit shall be given an administrator at the end of his/her service year for the unused portion of his/her sick leave allowance. Leave for illness may be accumulated to an

aggregate total of one hundred seventy (170) days for a two hundred (200) day administrator. To this may be added annually any unused personal business days to an aggregate total of thirty (30) days so that the maximum total days which may be accumulated and used for illness shall be two hundred (200) days for a two hundred (200) day administrator. The use of personal business days shall not be retroactive prior to July 1, 1966. The base date from which all such service accumulation shall begin is July 1 of each year. Administrators who work more than two hundred (200) days shall have their total accumulation increased upward on a prorated basis: 205-day administrator, 205 days; 210 day administrator, 210 days; 215-day administrator, 215 days.

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

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

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

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

**Section 10.** An administrator whose absence



has been due to an injury or nervous disorder must present a satisfactory report from a licensed physician and in addition may be required to submit to an examination by a physician designated by the Superintendent. In every event, the administrator's return to duty must first be recommended by the school physician.

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

**ARTICLE V - PERSONAL BUSINESS**

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

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

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

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

**ARTICLE VI - DEATH IN THE FAMILY**

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

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

**ARTICLE VII - LEAVES OF ABSENCE**

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

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

**Section 3. Personal Illness.** Upon the recommendation of the Superintendent, the Board shall grant a leave of absence to an administrator who is unable to perform his/her regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a qualified physician. Such leave of absence

shall be without increment and without salary except as the provisions of cumulative sick leave apply.

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

**Section 5. Care for a Sick Member of the Immediate Family.** Leave without pay or salary increments may be granted for not more than two (2) semesters to administrators for care of sick members of the immediate family. Sufficient proof that such leave is necessary such as certification by the attending physician, must be submitted to the Superintendent of Schools before such leave will be granted. Under extenuating circumstances this leave may be extended by the Superintendent for up to two (2) additional semesters.

**Section 6. Pregnancy and Parental Care.** Any administrator in the system who becomes pregnant or requires time off for post-childbirth parental care immediately following pregnancy shall be eligible for a leave of absence subject to the following terms and conditions:

(a) An administrator who becomes pregnant must notify the Superintendent in writing as soon as possible after medical

confirmation of such pregnancy, and in no event later than the end of the fifth (5<sup>th</sup>) month. Such notification shall include a written statement from her physician verifying the state of pregnancy and giving the estimated date of birth.

b) Periodic written statements from her physician attesting to her well-being and ability to perform the normal and regular duties and functions associated with her employment must also be furnished. Such statements must be furnished at least bi-monthly commencing at the end of the employee's fifth (5<sup>th</sup>) month of pregnancy.

(c) A pregnant administrator will be permitted to continue working such period of time as her doctor certifies, in writing, that she is physically and emotionally well enough to work and to perform all the normal and regular duties and functions associated with her employment and provided further she continue to satisfactorily perform the normal and regular duties and functions associated with her employment.

(d) A pregnant administrator who desires a leave of absence during her period of pregnancy shall make written request for such leave to the Superintendent at least forty-five (45) days prior to the starting date of the leave of absence.

(e) The leave of absence for pregnancy shall extend through the postnatal examination.

(f) If a parent administrator desires a post-childbirth leave or adoption leave of absence for parental care purposes, the administrator must make written application for such leave at least forty-five (45) days prior to the expected birth or adoption date. A parental care leave shall be for the balance of

the school year immediately following childbirth. Parental care leave may be extended by the Board for a period of one (1) additional school year upon written application for such extension filed with the Superintendent prior to May 1.

(g) Before returning to work from a pregnancy or parental care leave, the administrator must furnish a written statement from her physician that she is ready and able to return to her full work assignment.

(h) An administrator given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for post-childbirth parental care shall be without salary and without increment.

**Section 7. FMLA.** The Family and Medical Leave Act applies to all employees.

**Section 8. Military.** Military leaves shall be subject to such conditions as may be established by Federal and State laws. Upon return from military leave, if an administrator wishes to resume his/her employment with the Board, he/she must submit such a request for reinstatement within ninety (90) days after honorable discharge from military service. The request for reinstatement shall be granted as soon as practicable. The salary increment shall be recognized during military leave. The provisions of this section are applicable only to the initial period of military service including any involuntary extension. Any reenlistments shall be considered a resignation of the employee.

**Section 9. Involuntary.** Upon the recommendation of the Superintendent and upon the approval of the Board, the Superintendent may

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

**Section 10. Peace Corps and Teacher Corps.** The Board at its discretion may grant a leave of absence for up to two (2) years without pay to any administrator whose work is satisfactory who joins the Peace Corps or the Teacher Corps as a full-time participant in the program. Administrators given this leave of absence shall receive credit toward the annual salary increment on the schedule appropriate to their rank and shall be reemployed as an administrator in the district upon completion of their service. Any reenlistment shall be considered a resignation by the employee.

**Section 11. Public Office.** The Board at its discretion may grant a leave of absence not to exceed four (4) years without pay to any administrator to campaign for, or serve in, public office. This leave will be without pay and without increment on the salary schedule.

**Section 12. Jury Duty.** An administrator called for jury duty shall be compensated for the difference between the administrative pay

and the pay received for the performance of such obligation. These days shall not be charged against sick leave or personal business days.

**Section 13. Special Leave.** In those special cases where an administrator has need for a short-term leave without pay and a situation is not covered by the regular leave policy, requests shall be made directly to the Superintendent. If the request is denied, the reasons for doing so will be given in writing if requested.

**Section 14. Return to Position.** An administrator who is on leave for less than one (1) school year shall be entitled to return to his/her original administrative position. During his/her absence, the position shall be filled by a temporary administrative intern who shall relinquish all rights to the position upon the return of the administrator from leave. This section refers only to leaves as defined under Article VII.

## **ARTICLE VIII - ADMINISTRATIVE ABSENCE**

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

(a) Building Principals should notify their secretary and/or Assistant Principal and the Superintendent or his/her designee.

(b) Assistant Principals and Program Administrators should notify their secretary, Principals and the Superintendent or his/her designee.

(c) Directors and Coordinators should notify their secretaries and the Superintendent or his/her designee.

(d) Administrators shall submit the appropriate forms to the Business Office indicating that their absence was within the intent of the provisions of Article IV, V, VI, and VII where applicable.

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

## **ARTICLE IX - HOURS OF WORK**

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

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

**Section 3.** As needed, administrators are expected to attend occasional meetings, work sessions, etc. during evenings or on weekends during the school year, without additional compensation. It is also understood that there may be a need to request that an administrator attend meetings, interview candidates, etc. during the summer months, also without additional compensation. It is understood that an administrator's summer schedule may make attendance at the aforesaid meetings, interviews, etc. a hardship, in which case, allowances will be made and rescheduling done to mutual convenience of all parties involved.

## **ARTICLE X - WAGES**

**Section 1. Salary Schedule.** The salary schedule for administrators for 2006-2010 is attached as Appendix A.

## **Section 2. Fringe Benefits.**

(a) Dental Insurance - Health Insurance. The Board will provide each employee with Delta Dental Plan E with 0-1 rider or with a dental insurance plan by a carrier of the Board's choice providing equivalent benefits to the employee.

The Board and Association agree to a prescription drug rider of \$5/\$5/\$10 with a 3<sup>rd</sup> party carrier of the Board's choice (\$5 generic; \$5 for name brand if no generic available; \$10 for name brand when there is a generic available) with equivalent drug formulary as 2000-2004 Master Agreement.

In addition, the Board shall provide each employee with Community Blue PPO Plan I Health Insurance, with CB-MH20% and CB-MHP riders. The Board may choose to self insure this benefit through a carrier of the Board's choice with comparable coverage. Additional riders may be added at the employee's expense.

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

(b) Death Benefit. A death benefit in the amount of \$75,000 will be provided by the Board for those administrators who are employed under contract with the Board. Should the death of an administrator result from accidental causes, as defined in a standard life insurance contract, then \$40,000 shall be added to the above mentioned death benefit.

This benefit shall not be applicable to newly hired administrators until they have actually commenced work and shall not be

applicable to administrators on leave of absence (except that persons on a leave of absence for personal business for ten (10) days or less shall be covered and except that persons on leave of absence because of mental or physical illness shall be covered for the remainder of the school year in which they were actively employed). This benefit will be prorated for employees with less than full-time assignments.

(c) Long Term Disability. The Board will provide a maximum benefit for long-term disability in an amount equal to sixty percent (60%) of an insured person's monthly salary, not to exceed a maximum monthly benefit of \$6,000. The basic provisions of this coverage are set forth in Group Policy No. J-65727, Class No. 1 as provided by the Washington National Life Insurance Company or by a carrier of the Board's choice providing an equivalent coverage to the employee. To qualify for Long Term Disability (LTD) the elimination period is ninety (90) days.

(d) Vision. The Board will provide each employee with vision insurance under either MESSA VSP 3+, full family coverage, or with vision insurance by a carrier of the Board's choice providing equivalent benefits to the employee. Should the Board choose to be self-insured with regard to vision insurance it will provide at a minimum the same benefits provided under the MESSA VSP 3+.

(e) Liability. The Board will provide liability insurance coverage of \$200,000 as protection against possible negligence suits against its administrators. This insurance coverage is for the purpose of meeting the costs involved in a legal defense of a negligence suit against an administrator or in a possible court award against an administrator directly related to his/her employment by the Board, and in no event will the Board assume

any obligation, specific or inferred, to meet such costs or awards other than provide insurance coverage as described above.

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

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

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

Offer unit members the opportunity to retire and be rehired through a contractual

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

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

**Section 3.** The Board will contribute \$200 per unit member to a fund to be administered by the executive board of the WAA, to be used for the purpose of paying tuition, conference registrations, and other costs, or to offset membership in State or National professional associations, for the purpose of professional improvement of the members of the WAA. These funds cannot be used for WAA dues.

## **ARTICLE XI - GENERAL**

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

comply with the rules and administrative procedures established by the Superintendent.

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

(a) In evaluating the qualifications of an employee, for purposes of a reduction of personnel, the Superintendent shall consider the employee's skill, ability, certification, personnel record, evaluations if any, as well as, the employee's length of service in the district.

(b) Any employee affected by a reduction in force under this article may exercise any right he/she might have under the Tenure Act.

(c) An administrator whose performance has been evaluated as satisfactory by the Superintendent of Schools or designee will be recalled to the next available position for which he/she is qualified as per the Michigan Department of Education Administrative Certification Regulations within the School District. Waivers and administrative experience alone will not constitute proper qualification.

(d) Administrators in the district will retain all years of experience earned as administrators and as a teacher in the district and those total years shall apply to the teacher seniority list through June 30, 1994.

(e) An administrator who is reassigned or elects to return to a classroom teaching position shall be granted any and all benefits that exist in the WC/WEA Master Agreement and shall be treated, in determining said benefits, as if the administrator had been continuously employed as a teacher in the district during the time he/she has served as an

administrator and/or teacher through June 30, 1994.

(f) If any section or subsection of this article is found to be contrary to the School Laws of the State of Michigan, or if a court and/or arbitrator determines that an administrator is not entitled to be reinstated with seniority, then that section or subsection shall be null and void, without invalidating the remainder of this Article. In the event that an arbitrator and/or court determines that the administrator is not entitled to seniority, the school district shall not be liable for the loss of said seniority.

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

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

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

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

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

**Section 5. Copies of Agreement.** Copies of the professional Agreement between the School District of the City of Wyandotte and the Wyandotte Administrative Association shall be printed at the expense of the Board within thirty (30) days, or as soon thereafter as possible, after the Agreement is signed.

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

**Section 7. School Closing.** When schools are closed because of inclement weather, employees shall report for work at the regular time or as soon thereafter as possible, if they can do so without unusual danger to

themselves. Administrators do not have to report to work if all buildings are closed, but must assist in precautions to alert and/or inform parents. If an employee cannot reach his/her assigned building, he/she is to report immediately by telephone to the Superintendent or his/her designee.

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

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

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

**Section 11. Evaluation of Administrators.** Each administrator shall be provided the benefit of a systematic professional growth plan through an evaluation process. Evaluation of administrators shall be the responsibility of the Superintendent of Schools or his/her designee. The evaluation process shall include at least an annual conference



which is comprised of at least the following components:

(a) Mutual concurrence on annual building (or program) goals.

(b) Review of goals and progress on the action plans for goal accomplishment.

(c) Visitation to the building or program site and compilation of artifacts of building or program by the Superintendent or his/her designee.

(d) Annual evaluation letter summarizing observations, recommendations, and summary of L.E.A.D. goal (See Appendices B-1, B-2).

**Section 12. Legal Counsel.** If any administrator is the subject of a civil action brought by a student or parent for action taken within the scope of his/her professional employment, the Board will provide legal counsel and render all necessary assistance to the administrator's defense. Administrators shall have the right to retain legal counsel at their own expense.

**Section 13. Property Reimbursement.** The Board will reimburse employees for any damage or destruction of clothing or personal property up to five hundred (\$500) dollars, including vehicles, not due to negligence on the part of an employee, if it occurred on school premises and/or there is proof of school-relatedness for which the employee is not covered by other insurance.

**Section 14. Budget Development.** Administrators in charge of any operating budget will be consulted regarding the development of that portion of the budget for which they are responsible. Budget preparation at the school level shall be done by the school principal in cooperation with staff.

**Section 15. Mail Service.** The Association may use the regularly established district mail service for communication of Association business to its members provided nothing of a political, other than candidate for Association representation, or defamatory nature is transmitted wherein. All material placed in the district mail service shall be signed by an official of the Association. The Board shall have the right to withdraw the use of the district mail service from the Association when the use thereof violates this provision.

**Section 16. Subordinate Evaluations.** It is recognized by the Board and the Association that one of most important functions of an administrator is the evaluation of staff members under the administrator's immediate supervision. Therefore, the Association may make any recommendations regarding changes of evaluation, instruments, or processes which affect employees under their supervision.

Supervision is also a key responsibility of administrators; and when subordinates do not respond to directives or follow remedial measures within an appropriate time, said administrators have the responsibility to consult with the Superintendent or appropriate supervisor to determine further action.

**Section 17. Parental Complaints.** The Board agrees that in case of a complaint on the part of a citizen regarding a school program or school activity administered by a member of the Association or an employee the administrator supervises, said citizen should be asked to first discuss the matter with said administrator for the purpose of resolving the complaint at the local level.

If the citizen is not satisfied with the means to be used to resolve the problem, or the results thereof, and takes his/her complaint to a higher authority within the school district

administration, the administrator concerned, with whom the complaint originated, shall be given the opportunity of providing background information either in person and/or by memoranda before any further action is taken on the matter.

**Section 18. Professional Standards.** Permanent vacancies or newly created positions in the following areas shall be filled by personnel holding a minimum of a Master's Degree in School Administration or a Master's Degree with sufficient additional hours to have a total of twenty (20) semester hours of graduate credit in administration, supervision, and/or curriculum: principals, assistant principals, principal of special education, program administrators, and athletic director and such other instructional or curriculum support positions within the bargaining unit.

Administrators must comply with the Michigan Department of Education Administrative certification rules and regulations.

It is recommended that administrators in the instructional division, in addition to complying with the basic educational requirements for his/her assignment, should keep abreast of current developments in administration, supervision, or curriculum development.

Costs of certificates will be reimbursed to each administrator (every 5 years).

**Section 19. Bargaining Rights.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the

exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 20. New or Modified Positions.** When and if the Board creates a new position or substantially changes an existing position, it shall first meet and discuss with the Association then assign a salary thereto and within ten (10) days advise the Association in writing as to the salary thus assigned.

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

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

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

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

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

**Section 22. Total Authority.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such

agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding and arrangements heretofore existing.

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

**ARTICLE XII - DURATION OF AGREEMENT**

*THIS AGREEMENT* shall become effective as of June 20, 2007 and shall remain in full force and effect until 12:01 a.m. the thirtieth day of June, 2010. Thereafter, unless either party hereto serves upon the other a written notice of desire to amend or terminate this agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

*IN WITNESS THEREOF*, each party by their duly authorized representative, has executed this Agreement on June 21, 2007, and is effective as first written above.

WYANDOTTE BOARD OF EDUCATION

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

WAYNE COUNTY MEA/NEA

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

## Appendix A - 2006-2010 Administrative Salary Schedule

<u>Title</u>	<u>Work yr (teacher yr. +)</u>	<u>06-07 Max</u>	<u>2007-2008 Max</u>		<u>2008-2009 Max</u>		<u>09-10 Max</u>
			<u>1<sup>st</sup> sem/2<sup>nd</sup> sem/net</u>		<u>1<sup>st</sup> sem/2<sup>nd</sup> sem/net</u>		
Director of Technology* (1)	1 week after teachers	84,233	85075/86777/85926		88078/89312/88695		91,098
Assistant Principals*							
Middle School (1)	2 wks before/2 wks after	92,780	93708/95582/94645		97016/98374/97695		100,341
High School (2)	3 wks before/2 wks after	95,041	95991/97911/96951		99380/100771/100076		102,786
Asst. Prin. Athletics (1)	4 wks before/1 wk after						
Principals**							
Sp. Ed. Prog. Admin. (3) & Elementary (6)	2 wks before/1 wk after	95,563	96519/98449/97484		99926/101325/100626		103,352
Middle School (1)	2 wks before/2 wks after	99,424	100418/102427/101423		103963/105418/104691		107,527
Special Education (1)	2 wks before/3 wks after	101,826	102844/104901/103873		106475/107965/107220		110,125
High School (1)	3 wks before/1 wk after	103,437	104471/106561/105516		108159/109673/108916		111,867

\*2 x \$1,000 or \*\*5 x \$1,000 steps are backed off max salary for beginning administrators

Credit hours paid up to a maximum of 30 beyond Master's degree @ \$66

Ed. Spec. degree = additional \$2,000 or

    Ed.D. degree = additional \$3,000 or

        Ph.D. degree = additional \$4,000 or

## APPENDIX B-1

### **PHILOSOPHY, PURPOSE & PROCESS OF PROBATIONARY ADMINISTRATOR EVALUATION**

Evaluation should give the administrator a perspective of how others perceive his/her overall performance. This should include those areas of strengths, suggestions for improvement, and, if appropriate, those areas not meeting the standards of the School District.

Effective evaluation serves to assist administrators in learning and improving their job performance. The evaluation process involves ongoing communication between the evaluator and the administrator. Established standards and expectations need to be communicated to the administrator prior to the beginning of the evaluation process. The focus of evaluation is continual improvement of the performance of the administrator, enabling improvement of the instructional program.

With this focus, if standards are not achieved, it is important that:

- *The assessment be based upon observed and documented behavior.*
- *The specific areas of deficiency be identified.*
- *The educational development plan be followed and completed.*
- *The communications between the evaluator and the evaluatee be open and positive.*

As this model is designed for purposes of professional growth, all desirable characteristics are addressed. It must be understood that it is not necessary for an administrator to meet each and every goal to be an effective and competent administrator.

#### **RECOMMENDED PROCESS in ADMINISTRATOR EVALUATION**

##### **1. Pre-Evaluation Conference**

The evaluation process for the administrator begins with a preconference. The evaluator reviews the specific steps, the timeline of the evaluation, and discusses the District's established standards in relation to the goals contained in the evaluation form. The evaluator should also use this conference to obtain information about the administrator's professional growth, and other areas of the evaluation where direct input would be helpful.

##### **2. Data Gathering**

The information contained in the evaluation should be based on (observed &) documented behaviors. The evaluator or administrator must gather data via visits to the school, over an extended period, observing a variety of situations, i.e., student, staff, parent interactions, a review of various procedural aspects of the school's operation, and so on.

##### **3. Completing the Evaluation Form**

The evaluator's knowledge of the administrator's consistent performance through direct observations must be used to complete the assessment form. It is important that no single isolated incident or an atypical event be used to measure the administrator's effectiveness without considering his/her overall performance.

The evaluation form uses criterion statements that have been written to reflect demonstrated behaviors. Indicators follow the criterion to help clarify each statement. The evaluator needs to determine

whether the administrator's job performance meets the District's standards for each of the criterion statements. The statement, even though one or more of the indicators receives suggestions for improvement. In those situations where one of the indicators is judged to be below the District's standards, an (X) on the indicator line should be used to note this.

Because the goal statements contained in the evaluation cannot fully describe the administrator's effectiveness, it is essential that the evaluator use the narrative section to give a clearer perspective. In those situations where an administrator's performance has been above the standards of the District for a specific goal, the narrative section should be used to reflect this. The narrative section may also be used to make suggestions for growth and development even in those areas where the District's standards have been met.

##### **4. Periodic Conferences**

Convened by either party, formal or informal, to discuss progress, indicate assistance needed or restructure goals AND action plan.

##### **5. Final Conference**

After the evaluator has completed the administrative evaluation instrument, the most important part of the evaluation process occurs. This should be an ongoing, open and candid dialogue between the evaluator and the evaluatee about his/her job performance criteria in relation to the District's standards. Attention should be given for continued professional growth.

Both the evaluatee and the evaluator will sign the document. The evaluatee's signature indicates that he/she has seen the document, but doesn't necessarily mean agreement. If desired, the evaluatee may attach a written response to the evaluation.

##### **6. Completion of Educational Development Plan**

If there is an occasion where an administrator does not achieve the District's standards on one or more of the goal statements, the Educational Development Plan should be completed. This form would be used by the evaluator for the purpose of establishing a clear and effective process that will assist the evaluatee in achieving the District's standards. This document identifies the area(s) needing improvement, offers suggestions for improvement development, specifies timelines, and describes the method of evaluation.

At the conclusion of the timeline, the completion of the Educational Development Plan needs to be amended to indicate if the administrator has met the District's standards for a special goal. When successfully completed, the EDP needs to be signed by both parties and attached to the evaluation.

*Appendix B-2*

**L.E.A.D.**

**LEADERSHIP in EDUCATION for ADMINISTRATOR DEVELOPMENT**  
(Wyandotte's Administrator Evaluation Process)

*Philosophy and Purpose*

The purpose of the L.E.A.D. system shall be to improve the educational leadership by promoting individual excellence, growth and development in leadership skills and by encouraging productive dialogue among professional staff. The L.E.A.D. system shall improve the effectiveness of all individuals involved in educational leadership.

The process will identify and commend effective leadership as well as define mutually agreed upon areas for professional growth. It is a cooperative effort on the part of the administrator and evaluator and should be conducted in an atmosphere of mutual respect and trust. The evaluator shall see that necessary materials and supplies are available, and shall provide a strong support system for the administrator, including assistance in leadership techniques when necessary.

*Type of Procedure*

Every administrator will be evaluated annually. The L.E.A.D. procedure shall be goal-setting.

*Conferences*

The superintendent will meet with each administrator at the beginning of the school year to identify the goal and assist in the development of an action plan.

The administrator may also decide if he/she would like a colleague(s) to assist him/her in accomplishing the set goal. If so, the administrator may select "team" members to sit-in or consult with the administrator and Superintendent during planning sessions and/or visit and informally critique the administrator's progress toward the goal. (Team members must voluntarily agree to participate.)

Some form of data gathering will be required, and may include observations. After data has been gathered, the administrator and Superintendent (1-2 others, if the administrator desires) will meet to assess the goal's progress. Following the conference, a summary of the discussion will be written and signed by both parties. Some of the discussion may include modification of goals, action plan or support necessary.

*Personal Reflection*

Administrators should complete this sheet (and attach others if necessary) before the October meeting with the Superintendent. The administrator does not have to share this information with the Superintendent. This worksheet is to help stimulate ideas, thoughts, and provoke discussion with the Superintendent as the goal is developed, an action plan formulated and administrative support sought.

*Team Composition*

The number of people to be involved in my "team" is \_\_\_\_\_. The following people have agreed to be on my team:

Professional strengths

I have been successful doing...  
My students have been successful in...  
Other teachers have asked my advice on...  
My students enjoy....

My staff has been successful in...  
Other administrators have asked my advice on...  
I have the most fun...  
My staff enjoys...

Potential growth area(s)

I am learning more about...  
Another teacher told me about...  
My staff has difficulty with...

Another administrator told me about...  
I attended a workshop on...

Strategies for Improvement

Workshops  
Other's advice

Reading  
Team members

Observations  
Visitations