

Agreement between

W-WBAA

**Wayne-Westland Building
Administrators Association**

and the

Board of Education

Wayne-Westland Community Schools

July 1, 2019 – June 30, 2022

Wayne-Westland Community Schools, Westland, MI 48185



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ARTICLE 1 RECOGNITION

Section 1 Recognition of Association

1.1.1

The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all principals, co-principals, assistant principals, and intern assistant principals. All other positions are excluded from the bargaining unit.

1.1.2

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

The Board retains the right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies, and regulations which do not violate the terms of this Agreement, and which it considers necessary or advisable for the safe, effective, and efficient operation of the school district. Any administrator who violates or fails to comply herewith shall be subject to such provisions of this Agreement which relate to such discipline or discharge.

The Board, Superintendent, and his designee retain the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of administrators, which are not inconsistent with the specific provisions of this Agreement and which do not otherwise directly effect wages, hours, terms, and conditions of employment. If the Board contemplates a change which directly effects wages, hours, terms, and conditions of employment, such matters must be negotiated with W-WBAA prior to implementation.

Section 2 Exclusive Collective Bargaining Agreement

1.2.1

The Board hereby expressly agrees that it shall not enter into any Collective Bargaining Agreement with any administrator or with any other collective bargaining organization on behalf of building administrators during the term of this Agreement.

1.2.2

Individual contracts with individual members of W-WBAA shall not conflict with the terms and conditions of this Agreement.

1.2.3

The Board agrees that such mutually recognized practices shall not be changed without

prior consultation with the Association. It is also agreed that changes in existing Board Policies that directly effect building principals and/or the position of the principals shall not be changed without prior consultation with the representatives of the Association. Final decision shall be the sole responsibility of the Board or its designated representative.

Section 3 Definitions

1.3.1

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

- a. BUILDING ADMINISTRATOR shall mean any administrator eligible for membership in the Association and in a classification identified in Section 1.1.1 of this agreement.
- b. SUPERINTENDENT shall mean the superintendent of schools or his designated agents.
- c. In the construction of the words used in this Collective Bargaining Agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

Section 4 Special Conditions

1.4.1

At any time during the term of this Agreement, the parties may mutually agree to meet and discuss matters relating to this Agreement.

ARTICLE 2 BOARD RIGHTS

Section 1 Individual Contracts

2.1.1

Consistent with the past policy of the District, it is agreed between the parties that individual contracts of employment shall be offered to the members of the Association.

Section 2 Management Functions

2.2.1

Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all rights or functions of management.

Without limiting the generality of the foregoing, the term School District's rights includes:

- a. The right to manage and control the school system and its properties, facilities, and activities of its employees.
- b. The right to hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their discharge or demotion, and to promote and transfer all such employees.

- c. The right to adopt and enforce any reasonable rules, policies, and regulations which it deems advisable for the safe, efficient, and effective operation of the school district.
- d. The right to determine the conditions, methods, means, and personnel by which the school district's operations are to be conducted.

ARTICLE 3 BOARD RESPONSIBILITIES

Section 1 Non-discrimination

3.1.1

The provisions of the Agreement and the wages, hours, terms, and the conditions of employment shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, or marital status; or with respect to the administrator's participation in activities of the Association and other professional organizations, collective professional negotiations with the Board, or any grievance, complaint, or proceeding under this Agreement.

3.1.2

The Board further agrees the private life of any Association member is not an appropriate matter for the concern or attention of the Board unless it affects the ability of the administrator to carry out his/her professional functions or responsibilities to the school district or to act as a representative of the school district.

Section 2 Discipline Standard

3.2.1

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that discipline shall be fair and not arbitrary or capricious.

ARTICLE 4 ASSOCIATION AND EMPLOYEE RIGHTS

Section 1 Rights by Law and Contract

4.1.1

Nothing contained herein shall be construed to deny or restrict to any Building Administrator rights under the Michigan General School Laws. The rights granted to administrators hereunder shall be deemed to be in addition to those provided by law and the Building Administrator's individual contract of employment. Board policies not in conflict with the Master Agreement shall remain in force at the option of the Board.

Section 2 Use of Facilities and Equipment

4.2.1

The Association may use school facilities and equipment in accordance with Board policy and administrative regulations.

4.2.2

The Association may, consistent with Board policy, administrative regulations, and applicable legal requirements, use the District's communication systems provided such use does not disrupt the normal business of the District nor cost the District extra money. The Association agrees that it will clearly identify union business and take responsibility for all materials communicated through these systems.

Section 3 Information Access

4.3.1

The Board agrees to furnish, within a reasonable time, information requested by the Association concerning finances of the District and all documents required under PERA as defined.

4.3.2

In addition to his rights under the provisions of the Bullard-Plawecki Employee Right to Know Act, MCLA 423.501 et seq, which are incorporated herein, the administrator shall have the right to have an association representative accompany him in any review of his personnel file.

4.3.3

Such files may not contain a reprimand for a period of time in excess of two years from the date of issuance providing an additional reprimand does not occur during the said two-year period.

Section 4 Staff Selection and Assignment

4.4.1

The Board agrees that an administrator may provide the Superintendent or his designee with a recommendation concerning personnel who may be assigned to his/her building.

4.4.2

Each building principal shall have the right to determine internal building program or department assignments subject to final approval of the Superintendent or designee.

4.4.3

The building principal shall be informed and provide input on the assignment of non-certified personnel to the building.

Section 6 Transacting Association Business

4.6.1

The Board and the Association recognize the responsibilities imposed on the Association and grant permission and a reasonable amount of time to the designated representatives of the Association to participate in grievance matters, citizen complaints, and/or the administration of provisions of the Agreement requiring Association participation. Participation in any of the above activities during regular working hours shall be subject to review and approval by the Superintendent or his designee.

Section 7 Work Year

4.7.1

Building administrators are contracted for a school year (July 1 through June 30).

Each building administrator is salaried. His/her annual salary is comprised of his/her individual contract (Article 13.1.1) and extra hours/degree stipend (Article 13.2.1).

For payroll purposes only, high school Principals' daily rates are calculated by dividing their individual contracts by two-hundred twenty-three (223); high school Assistant Principals' and middle school Principals' individual contracts are divided by two-hundred eighteen (218) and middle school Assistant Principals', elementary school Principals' and elementary assistant principals' individual contracts are divided by two-hundred thirteen (213).

Building administrators will receive their individual contracts in 26 equal bi-weekly payments. Any other arrangements will be mutually agreed upon by both parties.

Effective as soon as administratively possible, all W-WBAA members will use Direct Deposit for their payroll checks.

A building administrator beginning work after July 1 or leaving before June 30 shall have his/her individual contract, stipend, holidays, vacation days, and personal business days prorated accordingly.

4.7.2

The following paid holidays will be observed:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Day after Thanksgiving	President's Day Monday (only if no instruction is scheduled)
Christmas Eve Day	Good Friday
Christmas Day	Easter Monday (only if no instruction is scheduled)
	Memorial Day

4.7.3 Non- Duty Days

In addition to scheduled breaks during the school year as reflected on the school calendar adopted by the Board of Education, the following classifications will have the respective number of non-duty days. The non-duty days will be identified and taken beginning with the first business day in July of each year unless otherwise agreed to by the administrator and their supervisor.

Elementary Principals (K-6)	Thirty (30) non-duty days
Elementary Assistant Principals (K-6)	Thirty (30) non-duty days
Middle School Assistant Principals (7-8)	Thirty (30) non-duty days
Middle School Principals (7-8)	Twenty-five (25) non-duty days

High School Assistant Principals
High School Principals (9-12)

Twenty-five (25) non-duty days
Twenty (20) non-duty days

*6th Grade will transition to Middle School during the 2020-2021 school year. During non-instruction and non-teacher workdays in June, July, and August, administrators, with the consent of their supervisor, may be permitted to perform their duties at a site other than their assigned worksite. If approved, it is understood that they are permitted to perform their work at an alternative location and be reasonably available for communication.

Administrators, if required to report to work on a non-duty day, may instead have a non-duty day at a later date, with the consent of their supervisor. These alternate non-duty days shall be capped at a maximum of five (5) days per year (July 1 through June 30).

Administrators who were hired and began working prior to October 1st, and worked through the last day of school, will not be docked pay for non-duty days upon resignation.

4.7.4 Professional Development

District provided professional development is limited to 140 hours per year of this Agreement. This is inclusive to all PD (i.e., principal meetings). Leadership Council meetings are limited to 20 hours (10 days) per year.

Section 8 Citizens' Complaints

4.8.1

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator or a program or an employee s/he supervises, the citizen shall be requested to first discuss the matter with the administrator involved.

4.8.2

Upon receipt of a complaint by the Superintendent or his designated representative, an investigation shall be made of the complaint. The Association reserves the right to conduct a parallel investigation and/or to review the evidence. In the event the Superintendent or the Board contemplates action and/or judgment on the complaint, it shall first be placed in writing and submitted to said administrator. It is understood and agreed that an administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memorandum, before any further action is taken on the matter.

4.8.3

The Board shall, if requested, provide the opportunity for a hearing for the administrator against whom the charges are directed. Both parties may subpoena witnesses as necessary. The hearing may be public or private at the option of the administrator being charged. The affected administrator is entitled to union and/or legal representation.

The Board shall, within fifteen (15) working days after the close of the hearing, render its decision in writing.

4.8.4

Nothing contained herein shall be construed to deny any employee of other than his/her rights and privileges under the existing Master Agreement or statutes.

4.8.5

The Board agrees that prior to considering overruling any administrator relative to student discipline, it will afford the administrator the opportunity to present the rationale for that decision.

**ARTICLE 5
EMPLOYMENT SECURITY**

Section 1 Contract Length

5.1.1

Each administrator in the bargaining unit shall be given a one-year individual contract.

At his/her option, an administrator facing possible discharge shall be granted a hearing before the Board of Education to discuss the termination. At the meeting the employee may be accompanied by a representative of the bargaining unit and/or his/her attorney.

Section 2 Progressive Discipline Process

5.2.1

The Board will only discipline an Administrator in a manner that is neither arbitrary nor capricious.

5.2.2

Before involuntarily transferring, not renewing a contract, or changing the status of an administrator, the Board shall offer reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action. The affected administrator may request Association representation at each level of the due process procedure.

- a. Conferences shall be held between the administrator and his immediate supervisor dealing with the clearly identified inadequacies and remedies will be specified in writing if the affected administrator so requests.
- b. If the problem persists, a formal warning shall be issued to the

administrator which contains specific inadequacies in writing, with appropriate timelines as determined by the Superintendent and agreed to by the Association/individual.

- c. If the problem still persists, a formal review of the involved administrator's performance shall be written and presented to the affected administrator at a subsequent conference at which time the involved administrator, at his option, may be accompanied by a representative of the bargaining unit.

Section 3 Seniority

5.3.1

Seniority is defined as follows:

- a. District seniority is length of service in the district as defined in the W-WEA Master Agreement.
- b. Bargaining Unit Seniority is defined as length of continuous service in the bargaining unit, including periods during which the administrator has recall rights to the bargaining unit.
- c. Classification Seniority is defined as length of service in a classification, i.e. grade 13, grade 14, grade 15, etc.
- d. Position Seniority is defined as the length of service in a classification, i.e. high school principal, high school assistant principal, elementary principal, etc.

5.3.2

Unless otherwise specified, preference shall be given in all instances on the basis of Qualifications, Effectiveness, Classification, Position, and Bargaining Unit Seniority in this order.

5.3.3

In the event that an administrator returns to the W-WEA, his/her rights in that unit shall be based upon the W-WEA Master Agreement.

5.3.4

Administrators leaving the bargaining unit shall retain all seniority as described in Article 5.3.1.

Section 4 Reduction and Recall of Staff

5.4.1

Should it become necessary to reduce the number of administrators in the bargaining unit, the Superintendent will first inform W-WBAA of the reasons for such reductions. The Association shall be given an opportunity to suggest alternatives.

5.4.2

Administrators who are on Board approved leaves of absence at the time of staff reductions shall be considered on the same basis as administrators currently on duty.

5.4.3

Any administrator relieved of his duties because of reduction of staff or elimination of position shall be offered the next W-WBAA administrative opening for which he is certified and qualified.

5.4.4

If it becomes necessary to reduce the administrative staff, the individuals retained shall be those administrators with the greatest Bargaining Unit Seniority, certification, and qualification. An administrator identified as Highly Effective or Effective will be retained over an administrator identified as Minimally Effective and Minimally Effective retained over Ineffective, regardless of Bargaining Unit Seniority.

5.4.5

Any administrator transferring to the teaching ranks will be placed on the teaching salary schedule commensurate with the employee's years in the district and highest college or university degree, both as a teacher and administrator, following the date of expiration of the individual's administrative contract.

5.4.6

An administrator not identified as Minimally Effective or Ineffective who has been removed from his/her position because of a reduction in the number of W-WBAA positions shall be reinstated to a W-WBAA position for which s/he is certified and qualified prior to the placement of any person outside of the W-WBAA bargaining unit.

5.4.7

Administrators transferring to another bargaining unit shall carry over their sick banks as allowed by that union contract.

Section 5 Administrative Interns

5.5.1

The employment status of an administrative intern at the conclusion of assignment shall be the sole responsibility of the Board of Education.

Section 6 Non-Disciplinary Involuntary Transfers

5.6.1

When involuntary transfers are necessary, the professional background and effectiveness rating of the bargaining unit member shall be considered in determining which bargaining unit member is to be transferred. Administrators who are involuntarily transferred shall be transferred, if possible, to a comparable position and shall not suffer a reduction in salary. An involuntary transfer shall be made only after a meeting between the affected administrator and the Superintendent, at which time the administrator, upon request, shall be notified of the reason for the transfer in writing.

Involuntary transfers shall not be subject to the grievance procedure outlined in Article 7.

5.6.2

The Board agrees to consider volunteers first before involuntarily transferring any administrator.

Section 7 Reorganization, Reclassification or Reassignment

5.7.1

The Superintendent will consult with the Association prior to administrative reorganization or the creation of new administrative positions.

5.7.2

Where new administrative positions do not clearly fall within the definition of persons excluded from representation by the Association, a determination of inclusion shall be made mutually by the Association and the Board.

5.7.3

The Board agrees to negotiate the rates of pay, wages, terms, or other conditions of employment for any new positions created within the bargaining unit.

The parties agree that decisions about the development, content, standards, procedures, adoption, and implementation of the method of compensation required under section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, decisions about how an employee performance evaluation is used to determine performance-based compensation under section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, decisions concerning the performance-based compensation of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit are not subject to negotiations or this Agreement.

Section 8 Return to Teaching Ranks

5.8.1

A building administrator may, at his discretion, return to the teaching staff with seniority as outlined in the W-WEA contract. S/he must notify, in writing, both the Human Resources Office and the W-WEA no later than April 1 of any work year.

5.8.2

The administrator who elects to revert to the teaching ranks shall be paid on the teaching salary schedule in accordance with the W-WEA Master Agreement, with years of in-district administrative experience counting the same as in-district years of teaching experience.

Section 9 Professional Activities

5.9.1

With prior approval from the Superintendent or his designee, a bargaining unit member may be granted permission to act as a resource person or active participant in staff development programs, professional conferences, and/or professional meetings organized by some agency other than the W-WCS district.

5.9.2

The Association and the Board mutually agree that conventions and conferences are an important factor in the professional and educational growth of our members and for the school district. The Association and the Board will encourage attendance at these meetings.

5.9.3

Administrators may attend local, state, or national meetings or conventions at the discretion of the Superintendent. All requests must be in writing and approved in advance. The approval will include information on the extent of reimbursement of expenses to be allowed consistent with Board policy.

ARTICLE 6 PROTECTION AND ASSISTANCE

Section 1 Protection of Administrators

6.1.1

The Board shall recognize its responsibility to provide all reasonable support and assistance to administrators with respect to maintenance of control and discipline in the schools.

6.1.2

Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

6.1.3

The District carries insurance, at no cost to any Member, covering certain claims that may be made against the District and Members. The District intends to maintain such insurance for the term of this Agreement, subject to the availability of such insurance at prices comparable to those prevailing in the market at the time this Agreement is ratified. No Member shall pay any deductible.

6.1.4

An administrator absent from his duties as a result of an assault or lawsuit while employed in school activities, and the assault or lawsuit is related to performance of duties, shall not have the absence charged against his/her sick leave accumulation.

Section 2 Reimbursement of Losses

6.2.1

The Board shall reimburse an administrator up to \$500 during the course of one year for the damage, loss, or destruction of personal property having a value of \$20 or more, provided such damage or destruction occurs on school premises, is connected with the execution of his assigned responsibilities, and was not occasioned by the negligence of the affected administrator.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 Definition

7.1.1

A grievance is a complaint by an administrator, a group of administrators, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

7.1.2

The term "days" when used in this section shall mean working days. Time limits may be extended by written agreement of both parties.

7.1.3

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

Section 2 Time Limits

7.2.1

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular LEVEL within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next LEVEL with the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering.

7.2.2

Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement and provided the Association has been given opportunity to be present at such an adjustment. Individual grievances may not be moved to LEVEL THREE by an individual member of the Association.

7.2.3

Any individual or the Association may withdraw a grievance at any LEVEL without prejudice of record. However, if in the judgment of the Association or its representatives, the grievance presents an issue of importance, the Association may process the grievance at the appropriate LEVEL.

7.2.4

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned within five (5) days commencing with the start of formal grievance procedure. Pertinent information that comes to light throughout the grievance process will be provided accordingly.

Section 3 Grievance Resolution

7.3.1

Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

7.3.2

Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved. When a cause of complaint occurs, the affected building administrator shall request a meeting with his/her immediate supervisor in an attempt to resolve the complaint. The Association will be notified and may be present with the building administrator at such meeting. The building administrator may formalize an unresolved complaint by proceeding to LEVEL ONE.

Section 4 Formal Grievance Procedure

7.4.1

LEVEL ONE: If a complaint is not resolved in a conference between the affected building administrator and the immediate supervisor, the complaint may be formalized into a grievance.

The grievance shall be submitted, in writing, to the immediate supervisor within five (5) days of the meeting with the immediate supervisor. Within seven (7) days after submission of the grievance, the Superintendent or his designee will conduct a hearing. The Superintendent or his designee shall have five (5) days to render a written decision after the hearing.

7.4.2

LEVEL TWO: If the grievance is still unsettled, the Association may submit the grievance to mediation using the services of the Michigan Employment Relations Commission (MERC) within seven (7) days after the reply of the Superintendent. Alternatively, the Association may move the grievance directly to Level Three.

7.4.3

LEVEL THREE: In the event no resolution is reached via the mediation process, the grievance may be submitted to arbitration within ten (10) days after the last day of the mediation hearing.

In the event the Association by-passes Level Two, the grievance may be submitted to arbitration within ten (10) days after the reply from the Superintendent in Level One.

The American Arbitration Association shall govern the arbitration hearing. The Arbitrator shall have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree the judgment thereof may be entered into any court of competent jurisdiction.

7.4.4

By mutual agreement the Association and the Board's representative may enter into the processing of the grievance at any LEVEL.

7.4.5

The parties agree that all grievances relating to promotions, transfers, building administrator evaluations, and salary cannot be moved to LEVEL THREE of the grievance procedure.

Section 5 Arbitration

7.5.1

Each party shall bear the full costs for its side of the arbitration, and shall pay one-half (1/2) of the costs for the arbitrator.

**ARTICLE 8
CURRICULUM**

Section 1 Curriculum and Instructional Programs

8.1.1

All committees having to do with the creation, development, review, modification, study, or implementation of curriculum and instructional programs in the district shall offer to include appropriate bargaining unit members in their compositions.

8.1.2

The Association shall be provided the opportunity to review curriculum/instructional program changes. The Association may provide material for the Superintendent or his designee.

**ARTICLE 9
ROLE OF PRINCIPALS**

Section 1 Scope of the Position

9.1.1

Principals are the educational leaders of the buildings to which they are assigned in cooperation with other staff relationships as per administrative directives, policies, and job descriptions of the school district. The principals shall perform their functions and fulfill responsibilities as defined by their respective job descriptions. Principals shall be directly responsible to the Superintendent or designee.

Section 2 Limits of Responsibility

9.2.1

Prior to assigning an administrator additional responsibilities, the Superintendent will consult with the W-WBAA leadership and the involved individual or individuals for input/recommendations regarding such a change.

ARTICLE 10 PRINCIPAL'S EVALUATION

The parties agree decisions about the development, content, standards, procedures, adoption, and implementation of a public school employer's performance evaluation system adopted under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, or under 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, decisions concerning the content of a performance evaluation of an employee under those provisions of law, or the impact of those decisions on an individual employee or the bargaining unit are not subject to negotiations or this Agreement.

10.1.1

The building administrator shall be given a copy of the final evaluation. The building administrator may also request that a copy of a personal statement be attached to the evaluation and become a part of the official record.

10.2.1

When a building administrator does not agree with an evaluation, the administrator may, at his option, request a meeting with the evaluator and the Superintendent and attempt to resolve that part of the evaluation with which the evaluatee is not in agreement. Either party may request a representative at this meeting.

ARTICLE 11 ADMINISTRATIVE STAFFING METHODS AND PROCEDURES

Section 1 Qualifications

11.1.1

The Board and the Association agree that all positions in the bargaining unit shall be staffed by competent and qualified persons as determined by the Superintendent.

Section 2 Promotions and Vacancies

11.2.1

Promotion shall mean the Board's selection of a qualified bargaining unit member to move from one position to another of a different title and higher pay as listed on the salary schedule.

11.2.2

All open W-WBAA positions shall be posted in each building for a period of ten (10) days prior to the filling of the vacancies.

11.2.3

All bargaining unit members who apply for posted W-WBAA positions will receive equitable consideration with all other applicants.

11.2.4

At least one member of W-WBAA shall be a member of the interviewing committee for applicants seeking Association positions.

Section 3 Administrative Staffing

11.3.1

The Board of Education will recognize the need to properly staff buildings with qualified administrators.

11.3.2

The Board agrees that each elementary school should have proper elementary coverage. Whenever an elementary administrator is absent for three (3) or more days, the Board will attempt to provide a full time substitute administrator to act as the building principal during his absence.

11.3.3

In the event there becomes a vacancy during any given school year (July 1 through June 30), the Board will discuss with the Union, prior to any action, how best to provide for coverage of that position. Should this vacancy exceed 90 school days, the Board and the Union, through mutual agreement, will decide how best to fill the vacancy.

**ARTICLE 12
LEAVES OF ABSENCE**

Section 1 Association Leave

12.1.1

A total of fifteen (15) days per school year shall be granted to the Association for the advancement of the profession. Leave requests shall be approved through the office of Human Resources.

Section 2 Leaves Without Pay

12.2.1

General Purpose and Parental leaves will be considered periods of leave without pay and fringe benefits. No salary increment will be granted for such leaves. Administrators shall continue to accrue seniority for one year while on such leaves.

All Leaves expire on June 30.

Upon return from a Parental or General Purpose Leave, the administrator shall be assigned the first available administrative position for which he is qualified as determined by the Superintendent. In the event no positions are available, the administrator may invoke Article 5.8.1 of the Agreement, if such position is available, until a W-WBAA administrative position for which s/he is certified and qualified becomes available. Compensation during this period shall be based upon the W-WEA Master Agreement. The Superintendent shall determine internal W-WBAA placements prior to the placement of the returning administrator. The administrator, if certified and qualified and not identified as Minimally Effective or Ineffective, shall be reinstated prior to the hiring of a non-W-WBAA administrator and will be placed on the salary schedule commensurate with his years in education, both teaching and administration.

Should an administrator refuse reinstatement to an Association position under this Article, he will forfeit his Leave return rights.

Section 3 Parental Leave

12.3.1

A Parental Leave will be granted for up to one school year for the purpose of having a baby, adopting a child, or staying home with a child. Such a leave will be extended one additional school year upon request of the administrator if it is requested, in writing, by May 1.

Section 4 Court and Death Leave

12.4.1

Additional leave without loss of pay, not chargeable against the administrator's leave day allowance, shall be granted for the following reasons: Court appearance as a witness in any case connected with the administrator's responsibilities, the school, or whenever the administrator is subpoenaed to attend such proceedings.

12.4.2

Each year, the District shall credit each administrator with five (5) bereavement days to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service.

Immediate family is defined as spouse, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild. If additional days are required, use of sick leave or personal leave is permissible. Bereavement days shall not carry over from one year to the next.

Section 5 Sick Leave - Personal Business

12.5.1

W-WBAA members shall earn one sick day per month or twelve days per year. Unused sick days will accumulate in the personal sick bank of each member.

12.5.2

Each building administrator shall be entitled to three (3) personal business days annually. Unused days will be added to the administrator's personal sick bank.

Section 6 Sick Leave Utilization

12.6.1

For purpose of determining approval of sick leave utilization, approval to return to work or the right to continue to work; the Board of Education authorizes the Superintendent or his designee with notice to the union, to make a written request requiring an employee to provide the results of physical/mental examination from his doctor.

If the Board is not satisfied with this report, the Board, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. Should both parties fail to reach mutual consent, the American Medical Society of Wayne County will be requested to select a physician and said selection will be final. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

Section 7 Catastrophes

12.7.1

No administrator shall suffer loss of pay or reduction of vacation days in the event a general catastrophe (such as severe weather conditions, utility failure, etc) closes down all or portions of the school district.

Section 8 General Purpose Leave

12.8.1

A General Purpose Leave will be granted for one school year if it is requested, in writing, prior to July 1 for the succeeding school year.

A General Purpose Leave may be granted, at the discretion of the Board, for the balance of one school year if it is requested, in writing, after July 1 of that school year.

A one-year extension of a General Purpose may be granted, at the discretion of the Board, if it is requested, in writing, by May 1.

Administrators accepting positions outside of the school district will not be granted General Purpose Leaves.

Section 9 Involuntary Leave

12.9.1

An employee may be placed on an involuntary leave for just cause.

For purposes of determining an involuntary leave, the Board, upon notice to the Union,

may make a written request requiring the employee to provide the results of a physical/mental examination from his/her doctor to determine the employee's ability to perform the essential functions of his/her job with or without accommodation.

If the Board is not satisfied with this report or should the employee not provide this report, the Board, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

Time off under this Article will be charged to the Administrators personal sick bank.

ARTICLE 13 SALARY AND FRINGE BENEFITS

Section 1

13.1.1

For the 2019-2020 school year, WWBAA members currently on steps 1 and 2 of the 2018-2019 salary schedule will be placed on step 1 of the 2019-2020 salary schedule; members currently on steps 3 and 4 of the 2018-2019 salary schedule will be placed on step 2 of the 2019-2020 salary schedule; members currently on steps 5 and 6 of the 2018-2019 salary schedule will be placed on step 3 of the 2019-2020 salary schedule; and members currently on steps 7 and 8 of the 2018-2019 salary schedule will be placed on step 4 of the 2019-2020 salary schedule.

For the 2020-2021 and 2021-2022 school years, the salary schedule will remain the same and members will advance one step each year.

Section 2

13.2.1

An allowance of \$40 per hour for graduate hours beyond the Master's degree, Ed. Specialist degree, and Ph.D., Ed.D., J.D., and L.L.D. degrees from an accredited college or university or from an institution approved by an accredited agency recognized by COPA will be paid. Payment for accredited hours is not to exceed 30 hours. Any college, university, or institution must have the prior approval of the Superintendent or designee.

When the following degrees have been attained, these allowances will be paid annually to the administrator:

Ed. Specialist/ <u>Double Masters</u>	\$2,000
Ph.D., Ed.D, J.D., or L.L.D.	\$3,500

Administrators who participate in continuing education programs which meet the criteria

for awarding of State Continuing Education Clock Hours (SCECHs) from institutional members of the Council on the Continuing Education Unit shall receive SCECH credit to be converted into credit hours reimbursable as indicated above. Twenty-five (25) SCECHs equal one (1) semester hour. No credit will be given, however, if the tuition was paid for by the District.

13.2.2

A building administrator called for jury duty shall receive his full salary for the time period s/he is serving. Compensation received for jury duty will be turned over to the school district. The District will reimburse the administrator for all associated parking fees and mileage.

13.2.3

Members having 10 or more years of service in the District who sever employment because of death, disability, or retirement, the affected Member or estate shall be paid an amount equal to 9% of his current annual salary. This severance pay shall be deposited into a non-elective employer contribution 403b Plan designated by the Board.

13.2.4

Should an administrator having ten (10) or more years of in-district service sever employment with the District, s/he will be paid \$30.00 per day for each of the accumulated sick days.

Section 3

13.3.1

The Board agrees to provide those administrators not covered by any other employer paid group hospital/medical insurance program full family hospital-medical insurance program. The parties agree that effective July 1, 2013, the plan offered will be an HSA qualifying high deductible plan in addition to any other offerings the parties mutually agree upon.

Effective with the ratification of this agreement, the District shall pay on a monthly basis the maximum permitted annual amounts as determined by the State Treasurer under PA 152 of 2011 toward the total cost of members' medical premiums. If the aggregate costs of the medical premium are less than the aggregate maximum amounts payable, the differential will be redistributed to those members enrolled in the medical plan in the form of HSA contributions in an agreed upon manner. Should the aggregate costs of the medical premiums exceed the aggregate maximum amounts payable under PA 152 of 2011, the remaining cost for the member's elected medical premiums for each school year shall be paid by the teacher through pre-tax payroll deductions.

The maximum amounts payable by the Board shall be adjusted each July 1 to the maximum permitted based on inflationary adjustments calculated the previous October as included in PA 152 of 2011.

Notwithstanding any other obligations in this Agreement, the Employer reserves the right to, in its sole discretion, select a health insurance carrier which offers a “bronze” plan that provides “minimum coverage” pursuant to 26 USC Section 36(B)(c)(C)(ii).

The parties agree to meet annually to review rate renewals for all insurance plans and to review bids solicited under PA 152. An increase equal or greater than 10% will trigger the parties to meet and review alternate carriers and plans.

13.3.2

It is specifically understood that any W-WBAA member covered by any other employer paid group health-medical policy is not eligible for the above. The Board may require each employee to certify in writing that s/he is not covered by any other employer paid hospital-medical insurance.

Any W-WBAA member who has signed up for, and is covered by, hospitalization-medical coverage in violation of this Article will re-pay to the employer, all premium monies which the employer has paid for such benefits.

The parties agree to the following interpretation concerning dual insurance coverage:

- (1) The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any member/s of his/her family, including children. For example, the employee may select single subscriber coverage paid for by the Board, if his/her spouse covers himself/herself and dependent children under another employer's hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District shall not have the option of dual insurance coverage paid for by the Board under two separate coverages.

- (2) The following coverages shall not be considered dual coverage for purposes of this Article.
 - (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
 - (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
 - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
 - (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her

- spouse resulting in dual coverage;
- (b) If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
 - (5) Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
 - (6) The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
 - (7) Dual hospital-medical insurance coverage shall be allowed for the employee and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
 - (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the traditional full family hospital-medical insurance program identified in Article 13.3.1 above, including deductible.

For purposes of implementing this subsection (8), the Association shall appoint a representative to meet with a designee from Human Resources Department in order to review Member requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage. If the representatives cannot agree to approve or deny a Member's request for exemption, the Association may submit the issue to final and binding arbitration under LEVEL THREE of the Grievance Procedure.

- (9) An annual survey may be distributed by the Board to all employees carrying Board paid hospital-medical insurance for the purpose of updating eligible dependents. The employee must complete and return the survey within thirty (30) days. Failure to comply may result in loss of hospital-medical insurance

benefits.

Section 4

13.4.1

The District will provide long term disability coverage for all employees covered by the contract containing the following limits of coverage.

- a. After three (3) months of continuous inability to perform the job due to a qualifying incapacity.
- b. Paying two-thirds (2/3) of salary to maximum of \$6,000 per month.
- c. A copy of this policy will be provided.

Section 5

13.5.1

The Board will provide \$50,000 of life insurance (with A.D. & D.) with option to purchase additional insurance at Board rates at employee's expense, as allowed by the carrier.

Section 6

13.6.1

The Board agrees to provide a full family dental insurance plan equivalent to 100% Class I (Preventative/Maintenance), 90% Class II and Class III (Basic/Major), with a calendar year maximum of \$1,000 per eligible dependent, and 90% Class IV (Orthodontic coverage) with a lifetime maximum of \$2,500 per eligible dependent.

The carrier will agree to provide both internal and external coordination of benefits for all administrators.

Section 7

13.7.1

The Board agrees to provide a vision insurance plan.

Section 8

13.8.1

W-WBAA members who are using their own transportation for carrying out responsibilities for school business will be reimbursed for the mileage at the IRS approved rate.

Section 10

13.10.1

Any administrator who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first 7 calendar days of such absence, the administrator shall be charged sick leave from his accumulated account or, if the administrator so requests, personal business leave. If the administrator has exhausted sick leave and/or personal business leave, he shall be considered "absent without pay" for any absences not covered by his accounts.

2. If the administrator's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for 90 calendar days from the date of said injury. Said administrator shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his regular salary.
3. If the administrator's incapacitation continues to the 15th calendar day and/or beyond, the administrator so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the administrator's incapacitation continues beyond the 90-day period stated in Article 13.10.1 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said teacher has used up all of his/her remaining sick leave and/or personal leave days.
5. It is also understood that, after the 90-day period, the amount of sick leave or personal leave to be deducted from the administrator's account will be 1/2 day for any full day's absence. If the employee is absent less than a full day, the administrator will still be charged 1/2 day from his/her sick or personal leave account.

ARTICLE 14 VALIDITY OF AGREEMENT

Section 1 Contract Amendment

14.1.1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

14.1.2

This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

Section 2 Declared Invalidity

14.2.1

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections, and/or

clauses shall remain in full force and effect for the duration of the Agreement, providing the intent of the remaining language is not changed.

Section 3 Provision Incorporation

14.3.1

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

Section 4 Distribution of Agreements

14.4.1

The Board will provide each building administrator a copy of this Agreement.

**ARTICLE 15
DURATION OF AGREEMENT**

15.1.1

This Agreement becomes effective July 1, 2019, and shall continue in full force and effect through June 30, 2022.

The Association (W-WBAA) may notify, by registered mail, the Board of Education, no later than June 1, 2022, of its desire to terminate, modify, or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangement to commence negotiating a successor contract.

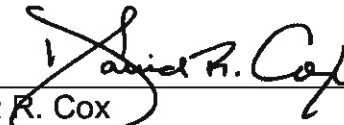
In witness whereof, the parties hereto have caused their names to be subscribed by their authorized officers and representatives the day and year first above written.

Wayne-Westland Building
Administrators Association



Angela Szalai
Co-President, WWBAA

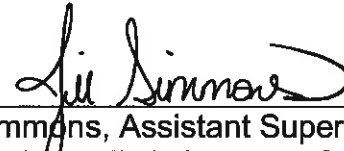
Wayne-Westland Community Schools,
Board of Education




David R. Cox
President, Board of Education



Kelley Michels
Co-President, WWBAA



Jill Simmons, Assistant Superintendent
of Employee Relations and Operations



Jennifer Curry, Assistant
Superintendent of Standards, Learning
and Innovation

Date of Ratification: 6-6-19

Date of Ratification: 6-17-19

CLASSIFICATIONS

<u>GRADE</u>	<u>POSITION</u>
15	Senior High School Principal
14	Middle School Principal
13	Elementary Principal
12	Senior High School Assistant Principal
11	Elementary and Middle School Assistant Principal

Grade	Step 1	Step 2	Step 3	Step 4
15	100,000	104,733	109,467	114,200
14	93,200	97,800	102,400	107,000
13	89,000	93,333	97,667	102,000
12	89,000	93,333	97,667	102,000
11	85,800	90,200	94,600	99,000