



AGREEMENT

between the

Warren Consolidated Schools
Board of Education

and

Warren Administrators' Association
2012 – 2021

Learn Today....Lead Tomorrow

PREAMBLE

This Agreement is entered into on the 25th day of March, 2013 by and between the Board of Education of the Warren Consolidated Schools, Warren, Michigan, hereinafter called the "Board" and the Warren Administrators' Association, hereinafter called the "Association".

WITNESSETH

Whereas, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to hours, rates of pay, and conditions of employment; and

Whereas, the Board and the Association recognize and declare that providing a quality education for children of the Warren Consolidated School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teachers, administrators, board members, and non-instructional employees; and

Whereas, the Association recognizes that, because school administrators possess unique training and experience and function in positions of public trust, it should endeavor to assist the Board to develop the best education program possible; and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I RECOGNITION

Section A - WAA ADMINISTRATORS

The Warren Consolidated Schools Board of Education recognizes the Warren Administrators Association in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended as the sole and exclusive representative for all probationary and non-probationary administrative personnel in the classifications of Principal; Assistant Principal; Coordinator; Director of Student Activities, Athletics and Facilities Usage; Manager of Auxiliary Services; Operations Supervisor; Director of Transportation; Supervisor of Transportation; Director of Nutrition Services; Supervisor of Nutrition Services; Career Prep Center Principal/CTE Director; Director of Special Programs; Director of Information Systems; Supervisors of Special Education; Supervisor of Pupil Accounting; Administrator of Language Acquisition; Administrator of State and Federal Grant Programs; Program Administrator of North Star Academy; hereinafter called the Bargaining Unit.**

**Should the need arise to return any of the positions that have been eliminated in this contract, that position's title and pay rate index shall return to the 2010-2012 contract.

ARTICLE I RECOGNITION (Continued)

Section B - EXEMPT ADMINISTRATORS

The Bargaining Unit shall not include: Superintendent of Schools; Administrative Assistant to the Superintendent; Executive Director Of School Improvement; Executive Director of Instruction and Technology; Executive Administrator to the Superintendent; Chief Academic Officer; Chief Financial Officer; Chief Human Resource Officer; Director of Accounting; Director of Budget and Finance; Director of Fiscal Services; Executive Director of Employee Services; Director of Facilities and Properties; Director of Student Affairs; Director of Special Education; Assistant Director of Special Education; teachers; other non-administrative instructional employees; nurses; and all non-instructional, non-administrative employees.

Section C - DEFINITIONS

In this contract the terms will be those defined:

1. The term "administrator" shall refer to those bargaining unit members represented by the Association.
2. The term "Board" refers to the Warren Consolidated Schools Board of Education, or its representatives.
3. The term "Association" shall refer to the Warren Administrators Association or its officially designated representatives.

ARTICLE II BOARD RIGHTS

Section A - MANAGEMENT RIGHTS

Except as modified by the specific terms of this Master Agreement, the Board retains all rights and powers to manage the Warren Consolidated Schools, and to direct its employees through its administrative personnel. The exercise of the following powers, rights, authority, and duties by the Board, the adoption of policies, rules and regulations in furtherance thereof, the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. The Association recognizes these management rights as conferred by the Laws and Constitution of the State of Michigan and of the United States.

Section B - RIGHTS TO ESTABLISH RULES

The parties agree that the Board of Education has the right to establish rules for the direction of, and the efficient operation of, the work force.

ARTICLE II BOARD RIGHTS (continued)

Section C - INDIVIDUAL CONTRACTS

Administrators who are new to the bargaining unit will receive a one year employment contract for the first year of employment to a position within the bargaining unit. Administrators with one or more years of service shall be granted two year contracts of employment. The Superintendent will consider all administrative contracts on an annual basis and determine, by March 31st of each year, whether to extend such contracts for an additional year. If the administrator has not received notice in writing by March 15th that his/her contract has not been extended, it will be deemed to be automatically extended for an additional year. The nonrenewal of all administrative contracts shall be in accordance with MCL30.1229. It is recognized that employees shall not acquire tenure in administrative positions.

ARTICLE III BOARD RESPONSIBILITIES

Section A - ANTI DISCRIMINATION

The provisions of the Agreement and the wages, hours, terms and the conditions of employment shall be applied without discrimination with respect to: age, color, marital status, national origin, race, religion, height, weight, disability or sexual orientation; membership or non-membership in the Association; participation in any normal activities of the Association; collective professional negotiations with the Board; institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

Bargaining unit members will be considered for all administrative job openings. The administration assures that openings will be posted to all WAA employees and that they will examine the qualifications of all applicants.

Section B - BOARD POLICY AND REGULATIONS

Present Board policy and District regulations which pertain to the condition of Bargaining Unit Administrators' employment will prevail through the terms of this Agreement except where the policy or practice is in conflict with the Master Agreement.

Section C - DEALING WITH WAA MEMBERS

The Board and its representatives in fulfilling their obligation to members of this Bargaining Unit shall act in a moral, legal, ethical and professional manner in their dealings.

Section D - REASONABLE RULES, DISCIPLINE

The Board agrees that its rules and regulations governing employee conduct will be reasonable and that discipline will be preceded by due process and will not be arbitrary or capricious.

ARTICLE III BOARD RESPONSIBILITIES (continued)

Section E - COMPLAINTS AGAINST WAA MEMBERS

In order to encourage a harmonious and expeditious resolution of complaints at the local level, the Board agrees that in the case of a complaint regarding a Bargaining Unit member, or a program or a employee s/he supervises, that the person lodging the complaint shall be requested to first discuss the matter fully, whenever possible, either by phone or in person with the Bargaining Unit member involved before any action is taken on the matter.

If satisfactory resolution is not achieved at the building or department level, an appeal of the building or department administrator's decision may be lodged with the Superintendent. Consultation with the involved Bargaining Unit member will always follow such a request for re-consideration of a decision before further action is taken. The Bargaining Unit member will be advised in writing as to the nature of the complaint and the identity of the complainant.

Section F - ASSIGNMENTS

The Board of Education will maintain a minimum ratio of Building Administrators to students of one (1) administrator per four hundred and twenty (420).

The following should be considered a guide for the placement of these Building Administrators, however, it is recognized that there may be deviations from this guide:

School Building Administrators (Excluding Community Education)

Elementary

One (1) principal for each building.

Elementary Principal Student Supervision Factor

At any time, WAA and Board may request discussion regarding additional supervision of elementary buildings. When enrollment reaches 500 students, there will be discussion between WAA and Board. Criteria will be established to include, but not be limited to; number of probationary employees; number of special programs.

When student enrollment reaches 525, the principal will receive an additional index factor of .025. If the index factor is granted, no assistant principal will be assigned.

Secondary

One (1) principal for each building.

A minimum of one (1) assistant principal for each middle school.

ARTICLE III BOARD RESPONSIBILITIES (continued)

A minimum of two (2) assistant principals will be assigned to each high school.

Three (3) assistants when the enrollment is 1,200 students.

Four (4) assistants when the enrollment is 2,000 to 2,500 students.

Provided the district chooses to offer a summer school program, the supervision will be provided by an Association member. One administrator will be assigned to grade K-5 supervision and one administrator will be assigned to grade 6-12 supervision.

The administrative positions will be posted on alternate years and will be held by the member for a two year cycle. A two year position may be split by two members at the mutual agreement of the members and the Associate Superintendent of Instruction.

The criteria may include: previous summer school administration and grade level administrative experience.

In any building that students are housed in two (2) full shifts the District will provide administrators for each shift on the ratios stated above.

If the Board of Education cannot maintain this ratio due to financial conditions, the Board of Education will meet with the Association to discuss this.

ARTICLE IV ASSOCIATION RIGHTS

Section A - INTER-SCHOOL MAIL SERVICE

The Association shall have access to the use of the inter-school mail service without cost to the Association.

Section B - USE OF FACILITIES

The Association may have the use of school buildings after school hours, provided proper application is made. Where custodial service or any other extra cost is incurred as a result of the Warren Administrators Association use of a school building such cost will be reimbursed to the Board by the Warren Administrators Association according to the schedule of charges approved by the Board.

Section C - USE OF EQUIPMENT

The Association shall have the right to use, for Association business, school facilities and equipment.

ARTICLE IV ASSOCIATION RIGHTS (continued)

The Association shall pay the cost of all materials and supplies incident to such use and any repairs to the facilities and equipment which results from their use.

Section D - TIMES OF WAA BUSINESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.

Section E - ASSOCIATION MEMBERSHIP

1. Membership in the Association shall be open to administrators listed in Article I, Section A, regardless of age, color, marital status, sexual orientation, national origin, race, religion, or sex.
2. Bargaining Unit members shall, within one (1) month following the beginning of their employment or the execution of the Agreement, whichever is later, as a condition of continued employment either:
 - a) Become members of the Association
 - b) Tender to the Association an amount of money or an authorization for deduction of a service fee which shall be forwarded to the Association. Such amount shall be verified and submitted in writing to the Board on or before thirty (30) days after the teachers report to work each year and notice of this shall be presented in writing
3. In the event a Bargaining Unit member does not join the Association or tender her/his service charge thirty days after the teachers report as required in subsection 2., b, above, such administrator shall be terminated from her/his administrative position at the end of the current semester provided the Association has complied with the following:
 - a) Fulfilling of its fiduciary obligations by sending written notice to the administrator that s/he has an obligation to pay dues or service charge, the reasonable date for such obligations, the amount of money, and to whom the payment is to be made. A copy of such notice must be sent to the Chief Human Resource Officer or designee.
 - b) Fulfilling of its responsibilities by sending written notice to the administrator (copy to the Chief Human Resource Officer or designee) that such administrator has not fulfilled his/her obligation and that the Association is requesting the Board to terminate her/him.

ARTICLE IV ASSOCIATION RIGHTS (continued)

4. The Association shall certify to the Payroll office in writing before December 10 of each year the amount of union dues to be charged. The Association shall also certify to the Payroll office in writing before December 10 of each year that its internal procedures are in full compliance with applicable law for: a.) determining the amount of union dues, b.) permitting members to challenge the basis for the dues, c.) escrowing amounts reasonably in dispute while such challenges are pending.
5. A Bargaining Unit member may execute a written authorization to the Board for payroll deduction of Association dues.

The amount to be deducted shall be stated on a form for each employee signed by the employee and a representative of the Association. Deductions shall be made over the ten (10) pay periods immediately following receipt of such form. Dues deducted shall be remitted to the Association designee each month along with the names and amounts of those administrators from whose salaries the deductions have been withheld.

6. The Association agrees to indemnify and save the Board, each individual School Board member, and all administration not represented by the Bargaining Unit, harmless against any and all claims, demands, costs, suits, or other forms of liability and will pay one-half ($\frac{1}{2}$) the costs, if any costs, that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE V ASSOCIATION RESPONSIBILITY

Section A - WAA MEMBERS OBLIGATIONS

Bargaining Unit members in fulfilling their obligation to students, fellow professionals, community, other staff and the Board of Education shall act in a moral, legal, ethical, and professional manner in their dealings.

Section B - OTHER GROUPS EVALUATION CHARGES

It is recognized by the Board and the Association that one of the most important functions of Bargaining Unit members is the evaluation of staff members. Therefore, WAA Directors or their designees will provide input whenever the Board changes the process or forms used in the evaluation of WEA members, or non-instructional staff.

Section C - NO STRIKE CLAUSE

The Association will not engage in, authorize or encourage, either directly or indirectly, any concerted interruption of educational activities due to cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part by members of the Bargaining Unit for any reason, and no officer or representative of the

ARTICLE V ASSOCIATION RESPONSIBILITY (continued)

Association or member of the Bargaining Unit shall be empowered to provide, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

ARTICLE VI REPRESENTATION

Section A - BARGAINING

In any negotiations neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or outside the School District.

Section B - RATIFICATION

It is recognized that no binding contractual agreement between the parties may be executed without ratification by the Warren Consolidated Schools Board of Education and by the Association.

Section C - BARGAINING AUTHORITY/AGREEMENT SUPPORT

The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counter proposals and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Each bargaining team guarantees to the other that upon agreement at the table each will enthusiastically endorse acceptance to each of its constituents.

ARTICLE VII BOARD OF EDUCATION AND ASSOCIATION COMMUNICATIONS

Section A - INFORMATION

The Board agrees to furnish to the Association official financial records and other information necessary to the resolution of grievances and the collective bargaining process upon specific written requests setting forth the reasons therefore.

Section B - QUARTERLY MEETING

Quarterly meetings are to be held between representative of the Association and representative of the Board of Education in the 2nd week of October, January, April, and June. More frequent meetings may be scheduled if needed.

Items to be discussed shall be submitted to each party at least five (5) work days before any scheduled meeting unless extraordinary circumstances arise.

Section C - QUARTERLY MEETING PROCEDURES

All meetings and discussions will be general in nature and shall not

ARTICLE VII BOARD OF EDUCATION AND ASSOCIATION COMMUNICATIONS (continued)

circumvent any areas of communications or any authority of the Superintendent of Schools. The agendas may include items such as fiscal problems, construction programs, curriculum and instructional programs for the express purpose of establishing and updating information on current matters as well as future projections.

These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

ARTICLE VIII SENIORITY FOR SALARY, STEPS AND TIE-BREAKERS

Section A - Seniority

1. Seniority will begin on the first date an administrator actually begins to work in a position under an administrative contract.
2. Tie breakers for seniority purposes will be:
 - a) The first tie breaker will be determined by the first day an employee has worked in Warren Consolidated Schools.
 - b) In the event of a continuing tie, the employee with the higher degree will hold the senior position on the seniority list.
 - c) When a similar degree status results in a tie, the date the degree was issued will be the determining factor, with the earlier date determining the more senior administrator.
3. Seniority shall be accrued within general groups as defined in board policy and administrative guidelines.
4. Any exempt administrator who is assigned to a Bargaining Unit position will be credited with seniority in the central office instructional group equivalent to the time spent as an exempt administrator in Warren Consolidated Schools. Newly hired exempt administrators, in the district as of August 1, 1986, who are not former bargaining unit members will not accrue seniority in the bargaining unit.
5. Administrators may have seniority in more than one general group.
6. A laid off WAA administrator, who is awaiting recall and has a highly effective or effective evaluation, will continue to gain WAA seniority.

ARTICLE VIII SENIORITY FOR SALARY, STEPS AND TIE-BREAKERS (continued)

Section B - PROMOTIONS

Definition: 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 weekly pay as listed on the Salary Schedule.

1. Opportunities for promotion shall be posted. Requests of interest by Bargaining Unit members must be made in writing to the Superintendent during the posting period.
2. Any District administrator with three (3) years of successful experience may, upon written request, be granted an interview with the appropriate director. If an administrator is not granted an interview they can request a meeting with their director to discuss her/his professional growth prior to the filling of the next administrative vacancy for which they may be qualified.

Section C - NEW & CHANGED POSITIONS WITHIN THE BARGAINING UNIT

It is recognized that the Board may wish to change the scope of some positions in the Bargaining Unit and create new positions during the life of this Agreement. When such positions are created and the scope of the jobs are substantially changed, the Association will be advised of the changes and the reasons for the changes before such changes are implemented; the Board will bargain the wages of the substantially changed, or new position.

The Board will not assign work customarily performed by WAA members to non-WAA employees or sub-contract work presently performed by WAA members, except under the conditions listed below and that any position considered for elimination be achieved through attrition.

It is agreed that unit work proposed by the Board to be transferred from the WAA unit will be submitted to WAA representatives for study and review and will be subject to bargaining for a period of not less than thirty (30) days.

Should the parties after good faith bargaining be unable to reach agreement, the matter will be presented to the Michigan Employment Relations Commission for a final binding determination.

Section D - CHANGE OF ASSIGNMENT

Definition: Change of assignment shall mean the movement of a Bargaining Unit member from one position to another position as that currently occupied by the Bargaining Unit member and for which said member is qualified.

1. When an opening occurs, it shall be announced in writing via email to all Bargaining Unit members by posting for a period of ten (10) days.

ARTICLE VIII SENIORITY FOR SALARY, STEPS AND TIE-BREAKERS (continued)

Requests to the Board for change of assignment to the open position must be made during this time period.

2. All Bargaining Unit members who have requested a change of assignment to the open position will receive equitable consideration with all applicants.
3. The following factors shall be considered by the Superintendent in all change of assignments:
 - a) Satisfactory job performance record. (highly effective, effective, minimally effective, ineffective, rating categories) (MCL 3980.1249)
 - b) Applicable education or training for the job.
 - c) Recommendation of immediate supervisor over posted position.
 - f) Vocational certification is required for change of assignment to CPC director and CPC assistant director positions.
4. Each Bargaining Unit member requesting a change of assignment shall be informed in writing within sixty (60) work days the reason for the approval or denial of her/his change of assignment request.
5. If a Bargaining Unit member applies for a change of assignment and such request is denied, a conference with the Division Head will be scheduled upon the request of the Bargaining Unit member for the purpose of reviewing the reasons for the denial.
6. The entire Section of Change of Assignment and only that Section, shall be subject to grievance only through the Third Step of the Grievance Procedure.
7. The change of assignment provision shall not apply when two or more building administrators, of equal classification, exchange responsibilities with the approval of the Superintendent and the mutual consent of the administrators.

Section E - TEMPORARY ASSIGNMENTS

Vacancies will be defined as open positions permanently vacated. Any vacant position will be open to the change of assignment Proceedings as defined in Article VIII, Section D, within ten (10) days of the vacancy. Vacant positions will be posted simultaneously both internally within the district, via email, as well as externally through the district web site, MSBO, ASCD, MEMSPA, MAASP, and other comparable sites. If the position is not filled after 90 days, the position will be re-posted in a similar manner.

The Association also recognizes that, on some occasions, positions will need to be filled on a temporary or tentative basis due to a temporary leave of absence by a current administrator; however, that administrator has the intent to return to work. If the position remains unfilled due to the lack of an appropriate replacement, the board shall employ a contracted administrator for the position(s) as soon as practicable while

ARTICLE VIII SENIORITY FOR SALARY, STEPS AND TIE-BREAKERS (continued)

they continue to search for a suitable candidate. Administrators on disability being replaced by a contracted administrator during the school year shall not be surplussed from their building.

Section F - STAFF REDUCTIONS DUE TO DECLINING ENROLLMENTS

For administrators, staff reductions due to declining enrollment shall be in compliance with Board Policy and Administrative Regulations.

Section G - INVOLUNTARY TRANSFERS

An involuntary change of assignment may be necessary for a number of reasons including, but not limited to declines in enrollment or building closures. In cases where the Board believes it is necessary to involuntarily change the assignment of an employee to another lateral position it will meet with the Bargaining Unit Member and the appropriate WAA Directors to discuss the proposed change of assignment and the reasons for the change of assignment. When change of assignments involve more than one Bargaining Unit Member, the Board agrees to change the assignment of volunteers first. The Board also agrees that any Bargaining Unit Member who volunteers or has involuntarily changed their assignment will not be subject to a change of assignment again for a period of (3) three years without their mutual consent.

Section H - LAYOFFS

Administrative layoffs shall be in compliance with Board Policy and Administrative Regulations.

If it is determined by the Board of Education that it is necessary to reduce administrative staff, at least 90 days written notice will be provided to all employees who's position may be affected. The Board will determine which positions will be reduced.

All employees who have been impacted by the reduction in force will have their salaries and benefits honored for the duration of their employment contracts. Thereafter, they will receive the salary and benefits as determined for their new position.

Section I - RETURN TO CLASSROOM

A Bargaining Unit member who returns (voluntarily or involuntarily) to the classroom as a teacher will receive salary and other conditions of employment under the provisions of Michigan Teacher Tenure Act.

Section J - PLACEMENT OF NON-CERTIFIED MEMBERS

Non-certified exempt employees can be assigned by the Superintendent to vacant positions for which they qualify within the Bargaining Unit.

Section K - RECALL

Administrative recall shall be in compliance with Board Policy and Administrative Regulations.

ARTICLE VIII SENIORITY FOR SALARY, STEPS AND TIE-BREAKERS (continued)

Recall will be by general group and in reverse order of layoff. When a vacancy occurs, the position will be posted as per the contract. Vocational certification is required for recall to CPC principal and CPC assistant principal positions.

ARTICLE IX EVALUATION OF BARGAINING UNIT ADMINISTRATORS

Section A - PROBATIONARY EVALUATIONS

1. The probationary period of newly hired administrators from within the district shall be for one (1) year. This probationary period may be extended for one (1) additional year.
2. The probationary period of newly hired administrators from outside the district shall be for two (2) calendar years from the first work date. This probationary period may be extended for one (1) additional year.
- 3, The Board's decision with regard to an extension of an administrator's probationary period shall be final.

Section B - EVALUATION PROCEDURES

The annual evaluation of each member of the Bargaining Unit shall be discussed with the individual member, reduced to writing, and presented to the individual member at the time of the evaluation conference. The Bargaining Unit member shall receive a copy of each evaluation and a copy shall be placed on file in the Human Resource Office and shall be held in a confidential and ethical manner.

Section C - JUST CAUSE

The parties recognize that for the purposes of discipline and discharge, MCL 423.215 (3) (m) states as follows:

For public employees whose employment is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, decisions about the development, content, standards, procedures, adoption, and implementation of a policy regarding discharge or discipline of an employee, decisions concerning the discharge or discipline of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit. For public employees whose employment is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, a public school employer shall not adopt, implement, or maintain a policy for discharge or discipline that is different than the arbitrary and capricious standard provided under Section 1 of Article IV of 1937 (Ex Sess) PA 4, MCL 38.101.

[MCL 423.215 (3) (m)]

To the extent permitted by law, no member of the Bargaining Unit shall be disciplined, reprimanded, dismissed, reduced in rank or compensation, or

ARTICLE IX EVALUATION OF BARGAINING UNIT ADMINISTRATORS (continued)

deprived of any professional advantage without just cause.

Non-renewal of all administrators shall be in compliance with Section 1229 of the Revised School Code, and no member of the Bargaining Unit shall be non-renewed for a reason which is arbitrary or capricious.

Section D - WAA EVALUATION INSTRUMENT

The evaluation instrument will be determined by the administration. However, if the instrument used is going to be changed, the union and administration shall review the evaluation criteria and evaluation instruments and the association will be allowed to submit appropriate recommendations for change.

Section E - REVIEW OF FILE

A Bargaining Unit member will have the right upon request to the Human Resources Department, to review her/his personnel file excluding confidential documents received before her/his hire.

Bargaining unit members shall receive a copy of any material placed in the personnel file except for confidential pre-employment items. All WAA members will have the rights as defined in the Bullard Plawecki, "Employee Right to Know Law".

ARTICLE X CURRICULUM AND INSTRUCTIONAL PROGRAMS

All committees having to do with the creation, development, review, modification, study or implementation of curriculum and instructional programs in the School District shall include, wherever possible, Bargaining Unit members in their composition.

The Association Officers will be provided with an opportunity to review any curriculum change prior to Board presentation, and afforded the opportunity to present its position to the Superintendent. The Superintendent's final recommendation to the Board will, if the Association desires, contain a report by the Association regarding their recommendations which will be included in the back-up material sent to the Board.

ARTICLE XI NON-COMPENSABLE LEAVES

Section A - MILITARY LEAVES OF ABSENCE

The Board of Education will grant non-compensable leave of absence to members of the Bargaining Unit for military service as governed by the Universal Military Training Act.

Section B - OTHER LEAVES (INCLUDING EDUCATIONAL LEAVES)

Other leaves may be granted by the Board of Education upon written

ARTICLE XI NON-COMPENSABLE LEAVES (continued)

application to the Board of Education stating reasons therefore.

It is agreed that each request will be judged on its merit. In determining each request, facts such as replacement costs, impact, timing, length of service, etc., will be considered.

For a leave of one (1) year or less, the position vacated will be filled temporarily until the administrator returns from leave.

Section C - ELIGIBILITY FOR LEAVE

Any Bargaining Unit member who has completed one (1) or more years of service in the School District as an administrator is eligible for a leave of absence.

Section D - REQUESTS FOR LEAVE

Requests for any leave of absence must be made in writing to the Human Resources Department. These requests should specify the dates desired and should be submitted as soon as the circumstances requiring the leave are known.

Section E - STATUS DURING LEAVE

No credit or fringe benefits of any sort will be given for time spent on leave.

Section F - NOTIFICATION OF INTENT TO RETURN

The Bargaining Unit member shall notify the Superintendent of her/his intention to return to duty in the District thirty-five (35) days or more, prior to the termination of said leave. Any return prior to the termination of leave shall be with the approval of the Superintendent. Failure to provide written notice releases the Board of any further responsibility for reemployment.

Section G - TERMINATION OF LEAVE STATUS

The status of the Bargaining Unit member shall be changed to terminated if one of the following conditions occur:

1. The Bargaining Unit member accepts employment other than that for which the leave was granted.
2. The Bargaining Unit member fails to request return to work when the leave expires.
3. The Bargaining Unit member notifies the Human Resources Department in writing that s/he wishes to terminate the leave.
4. The Bargaining Unit member ceases to engage in activity for which the leave was granted.

ARTICLE XII GRIEVANCE PROCEDURE

Section A - DEFINITION

A claim by a Bargaining Unit member, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this Contract and will be subject to the grievance procedure hereinafter provided.

Section B - TIME LIMITS

1. The time limits specified hereinafter for movement of grievances 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 step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
2. Each grievance shall have to be initiated within seven (7) days of the occurrence of the cause for complaint. These days shall include only work days after notification of the Board to the Association or the grievant of the action which is being grieved.
3. All time limits specified herein shall consist only of work days within that group classification.
4. All grievances must be initiated within 1 year from the date of the incident.

Section C - PROCEDURE

Informal Step 1

The parties acknowledge that it is most desirable for a Bargaining Unit member and her/his superior to resolve problems through free and informal communications. When requested by either party, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the Bargaining Unit member, then a grievance may be processed as follows:

Step 2

- a) If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing within five (5) days to the supervisor who will arrange a meeting within five (5) days. The Association's representative, the Board's representative and the grievant shall be present for the meeting.

ARTICLE XII GRIEVANCE PROCEDURE (continued)

- b) The Board's representative must provide the grievant with a written answer on the grievance within five (5) following the above meeting.

Step 3

- a) If the grievance is not satisfactorily resolved in Step 2, the Association shall refer the grievance to the Board's representative who will arrange within five(5)days, a meeting with the Association's Grievance Committee and the Board's representatives. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.
- b) Upon conclusion of the hearing, the Board will have five (5) days in which to provide their decision in writing to the Association.

Arbitration

If either party is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings.

If neither party files a demand for arbitration within thirty (30) days of the date of the Board's Step 3 reply then the grievance shall be deemed withdrawn.

Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in the award such financial reimbursements as s/he judges to be proper. Each party shall bear the full costs for its side of the arbitration, and will pay one-half (½) of the costs for the arbitrator.

Section D - CHANGE OF GRIEVANCE STEPS

Provided both parties agree, Steps 1 and/or 2 of the grievance procedure may be bypassed and the grievance brought directly to the next Step. Contested dismissals will start at Step 3 of the grievance procedure.

By mutual agreement the Association's President or the Grievance Committee Chairman and/or the Board's representative may enter into the processing of the grievance at any level.

Section E - GRIEVANCE HEARINGS

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

ARTICLE XIII SALARY SCHEDULE

Section A - PRO RATA PAY

Changes in the work year will be reflected by pro-rata changes in salary computation based on stated weeks and weekly rate.

Section B - NON GRIEVABLE ACTION

During the administrator's probationary period, the grievance procedure cannot go beyond step 3.

Section C - PLACEMENT ON SCHEDULE A - INDEX FACTOR TABLE

1. Placement in Level is by title in the groupings shown in Schedule A. The index is derived from the following formula and is called the Average Daily Compensation (ADC). The ADC is derived in the following way:

ADC equals the current WEA Schedule A MA Max salary divided by 200.

Responsibility Factor (RF) equals the index factor as found on the corresponding placement level.

Compensation Days (CD) equals the Weeks in schedule A multiplied by 5.

Schedule A Salary equals the RF multiplied by ADC multiplied by CD.

2. Initial placement of newly appointed teachers to administrative positions shall be at the base salary; however, the Board shall have the discretion to place the newly appointed administrator on the step that comes closest to the previous teacher base pay plus the add-ons from WEA Schedules B and C.

Longevity, extra classes, and other add-ons will not be considered. The intent is to place the newly appointed administrator on the step which would provide for some gain in salary up to and including Step 5. Effective July 1, 1997, newly appointed administrators may be placed up to and including Step 6.

3. Initial salary placement of administrators with administrative experience is to be made by the Superintendent up to and including Step 4 based on similar prior experience. Effective July 1, 1997, newly appointed administrators may be placed up to and including Step 5.
4. Any bargaining unit member promoted within the unit shall receive an index number greater than the index number assigned to the position from which he/she was promoted.

ARTICLE XIII SALARY SCHEDULE (continued)

5. Educational Attainment Preparation Factor

The bargaining unit member who has earned Ed.D./Ph.D. from an accredited college or university, shall receive a .04 add on to the assigned index factor.

Section D - ADVANCEMENTS IN STEPS

Each administrator shall remain on the salary schedule step which the administrator was on during the 2012-2013 academic year. Step advancements shall not be automatic. If a step advancement is negotiated between the parties, it shall be granted off-schedule during this contract. Those who are initially employed after the commencement of their normal work year, shall receive pro-rata weekly increments calculated to the nearest whole dollar. The District may withhold a step advancement from any particular Administrator on account of the Administrator's minimally effective or ineffective performance evaluation.

Fiscal Year 2013-2014

0.00% with salary steps frozen at the 2012-2013 levels.

Fiscal Year 2014-2015

The parties shall meet upon receipt of the unofficial 2013-2014 audit, at which time a copy of the unofficial audit shall be given to the Association. The Parties thereafter shall immediately meet to discuss a wage re-opener for the 2014-2015 fiscal year.

Should after ten (10) days of bargaining during a three (3) week period, the Parties are unable to reach an agreement, both Parties shall submit to a minimum of three (3) full days of mediation. The mediation shall be with a state mediator, unless otherwise agreed. Should the Parties fail to reach an agreement through the procedures outlined above, the following default provisions shall take place:

Should the audited general fund equity as a percentage of general fund expenditures as of June 30, 2014 be found in the annual audit to be less than 2.5% and the three (3) full days of mediation are unsuccessful, then the following applies:

- A. Administrators shall have one (1) unpaid snow day (with salary to be recalculated and spread through the remaining pays).
- B. Either Party may pursue fact-finding on Schedule A through the Michigan Employment Relations Commission.
- C. Either Party may pursue any of its post-fact-finding Schedule A remedies.

Should the audited general fund equity as a percentage of general fund

ARTICLE XIII SALARY SCHEDULE (continued)

expenditures as of June 30, 2014 be found in the annual audit to be above 2.5% but less than 3.0%, then Administrators shall have two (2) unpaid snow days (with salary to be recalculated and spread through the remaining pays).

Should the audited general fund equity as a percentage of general fund expenditures as of June 30, 2014 be found in the annual audit to be above 3.0% but less than 4.0%, then Administrators shall have one (1) unpaid snow day (with salary to be recalculated and spread through the remaining pays).

Should the audited general fund equity as a percentage of general fund expenditures as of June 30, 2014 be found in the annual audit to be above 4.0% but less than 5.5%, Administrators shall receive a 0.0% increase and be frozen on step.

Should the audited general fund equity as a percentage of general fund expenditures as of June 30, 2014 be found in the annual audit to be above 5.5% but less than 7.0%, Administrators on step shall receive a half step increase (off schedule) and all Administrators shall receive one (1) day of additional pay (paid into an Administrators 403b or 457 account).

Should the audited general fund equity as a percentage of general fund expenditures as of June 30, 2014 be found in the annual audit to be above 7.0% but less than 8.0%, Administrators on step shall receive a full step increase (off schedule) and all administrators shall receive two full (2) days of additional pay (paid into an Administrators 403b or 457 account).

Should the audited general fund equity as a percentage of general fund expenditures as of June 30, 2014 be found in the annual audit to be above 8.0%, then the Parties shall mutually agree to enter into fact-finding to determine Schedule A salary increases.

The "audited general fund equity" shall be defined as the total of the audited general fund balance and any increase in the balance of the capital projects fund, the school services fund, the debt service fund, and the community service fund during the audited year as a result of the transfers from the general fund.

During the bargaining, mediation, and/or fact-finding called for a given year, an employee shall remain on the step and salary as the previous year until adjusted pursuant to the agreement reached, the triggered default, or post-fact-finding Schedule (A) remedy. Degree adjustments and longevity shall be honored.

Fiscal Year 2015-2016

Same procedures as for Fiscal Year 2014-2015.

Fiscal Year 2016-2017

Same procedures as for Fiscal Year 2014-2015.

Fiscal Year 2017-2018

Same procedures as for Fiscal Year 2014-2015.

ARTICLE XIII SALARY SCHEDULE (continued)

Section E - PAYCHECK OPTIONS**

All administrative salaries will be paid on a twice a month basis. The district has the right to implement electronic direct deposit options and electronic pay stub retrieval. Deposits will be made to the financial institution of the employee's choice subject to Electronic Clearinghouse requirements.

**This provision will take effect when the teacher's agree to this same pay schedule.

Section F - PAYDAY DURING RECESS**

When a regular pay date falls during a school recess period, all administrators shall be paid on their regularly scheduled pay date.

**This will take effect when the teachers move to the same pay dates.

Section G - PAYROLL DEDUCTIONS

All authorizations for payroll deductions will be made as allowed and in accordance with State and Federal regulations.

Section H - PAY RATE AT TEMPORARY POSITION

If for any reason an assistant must fill in for her/his supervisor, or any higher position within the Unit, s/he will be paid at the high rate for such periods after five (5) consecutive work days retroactive to day one.

Section I - LONGEVITY

Longevity is included as part of the salary index within this agreement. No current member will be economically disadvantaged due to the calculation of the index.

Section K - TRANSITION ALLOWANCE

Due to the complexity of administrative positions and the need to allow for a seamless transition from one administrator to another, for the mutual benefit of staff and students, any administrator assigned to a new position within the district may be provided transitional support. The administrator providing the transitional support time may submit to their supervisor up to 12.5 total hours at \$80 per hour with prior approval of the immediate supervisor.

ARTICLE XIV CALENDAR

Section A - WORK YEARS

Bargaining Unit members employed for less than fifty-two (52) weeks will work the following work year:

| | | |
|----------------------|---------------|----------|
| Equivalent to a 46 | week employee | 218 days |
| Equivalent to a 45 | week employee | 213 days |
| Equivalent to a 44 | week employee | 209 days |
| Equivalent to a 43 | week employee | 204 days |
| Equivalent to a 42.6 | week employee | 202 days |
| Equivalent to a 42 | week employee | 199 days |
| Equivalent to a 41 | week employee | 194 days |

Section B - PAY DURING STRIKES

No administrator will have her/his work year reduced because of interruptions caused by strikes by other employee groups or by other emergencies, except for layoffs, as outlined in Article VIII, Section H.

The Board reserves the right to make changes in work schedules when necessary and will discuss such change with the Association. **Pay will continue on a regular twice a month basis regardless of schedule changes.

** This will only occur if the teachers agree to the same pay schedule.

ARTICLE XV FRINGE BENEFITS

Section A - INSURANCE AND REIMBURSEMENTS- In compliance with the Publicly Funded Health Insurance Contribution Act - MCL 15.561-15.569

All fringe benefits are considered to be 12-month benefits. They begin on the month that the employee reports to work.

1. Hospital/Medical Benefits: (or a comparable plan)

The Board will provide one of the following coverages for each full-time employee, spouse and eligible dependent:

BCBS CB PPO "Buy Up" plan with 10/40 drug card which requires a 20% contribution. If the employee elects to take the "Buy Up" plan they will be responsible for the "true" cost of the buy-up from the core plan plus the 20% premium.

HAP enrollees pay 20% of the premium cost with a 10/40 drug card.

All Association members will receive a prorated \$700 employer funded contribution to either the FSA or the DCA (Dependent Care Account) of which they will pay 20% of the cost for the six (6) months preceding moving to MESSA on January 1, 2014.

In the event the Board of Education selects an insurance carrier other than those listed above, the Board will meet with the Union

ARTICLE XV FRINGE BENEFITS (continued)

prior to such selection, show the policy and establish comparable coverage.

If the board elects to go to a "hard" cap the district will provide monetary support as dictated by law for the single, couple, family coverage.

Beginning January 1, 2014 the Board shall only offer the following:

MESSA ABC Plan 1 with a deductible of \$1,250 per year for single and \$2,500 per year with individual and spouse and for full family with Saver Rx prescription coverage. Each January 1, the District shall fully fund each Administrator's qualified Section 125 Plan Health Savings Account (HSA) an amount equivalent to the deductible for said Administrator's plan.

The Board shall annually pay the maximum permitted annual amounts as determined by the state treasurer under PA 152 of 2011 toward the total cost of the MESSA medical premium and employer funded HSA/ These amounts shall be increased each July 1 to the maximum permitted based on inflationary adjustments calculated the previous October as included in PA 152 of 2011.

The remaining cost for the Administrator's elected medical premiums and employer-funded HSA for each school year shall be paid by the Administrator through pre-tax payroll deduction which shall occur in all pay periods during the school year.

Each Administrator's contribution toward medical premiums and employer-funded HSA shall be determined at least annually. The total amount of outstanding premium/HSA costs, after the Board has paid its portion of premium/HSA based on the provision of this section, shall be divided equally among all contributing Administrators among all payrolls during the school year. The District and the Association agree that should the minimum deductible necessary for a medical plan to comply with HSA eligibility be increased beyond the current deductible level in MESSA ABC Plan 1, then the Association shall direct one of the following take place:

- a. The deductible shall be adjusted to meet the federal minimum requirement, or
- b. The parties shall select a replacement healthcare plan.

If, during the term of this agreement for Administrator's offered healthcare under this agreement, it is demonstrated that the employee premium contribution for single only coverage under the least expensive plan

ARTICLE XV FRINGE BENEFITS (continued)

offered to an Administrator is deemed unaffordable (as this term is defined under 26 USC 36B and applicable IRS regulations), the Parties agree that they shall bargain and agree to an additional plan offering for said Administrator that is determined affordable. It is understood by the parties that any plan offered must provide at least minimum actuarial value as defined under 26 USC 36B and applicable IRS regulations.

2. Health Insurance Incentive Plan

Full-time employees who are eligible for medical coverage may elect to waive medical coverage in exchange for a \$250 monthly cash payment, subject to federal tax law amendments. To elect this option, the employee shall:

- File a completed Waiver Form;
- Provide satisfactory proof of health insurance through another plan.

Only one medical stipend will be provided per family to fund either the medical insurance coverage or the health insurance incentive provision. The member under this provision is not entitled to the monthly cash payment under the waiver option.

3. Life Insurance

The Board shall provide life insurance in an amount equal to the nearest thousand dollars of twice the annual salary of the Bargaining Unit member with accidental death and dismemberment benefits. The minimum life insurance provided shall be \$10,000.

4. Disability Insurance

A Bargaining Unit member shall be eligible for twelve (12) personal leave days per year. With appropriate documentation, additional paid leave days will be granted as necessary until long term disability can take effect. Personal leave days are available with prior notification to the immediate supervisor on the following basis:

- a. The parties recognize that the use of personal leave day benefits shall be exercised prudently and in good faith for personal illness, personal business, family illness, and bereavement. Where the Board has reason to believe that personal illness/disability days are being misused by a bargaining unit member, the Board may require the employee to verify the illness or disability. At the discretion of the administration, the bargaining unit member may be required to be examined by a physician selected by the Board pursuant to Board medical forms and procedures. The cost of such examination shall be borne by the Board.

ARTICLE XV FRINGE BENEFITS (continued)

The district will also provide three (3) consecutive bereavement days per occurrence up to a maximum of two (2) occurrences per school year for a member of his/her immediate family. Immediate family shall be defined as: parents, children, grandparents, spouse, domestic partner, brother, sister, mother and father-in-law (including parents of domestic partner). If the administrator resides with step-children or step-parents, they shall be considered as members of the immediate family. Two (2) additional days may be approved for out of state travel.

Where the Board has reason to believe that leave day(s) taken for bereavement or personal business are not being used prudently and in good faith, the following process may be implemented:

A four (4) member committee composed of two (2) bargaining unit members to be selected by WAA and two (2) administrators to be selected by the Board shall be established to review all circumstances wherein the appropriate use of bereavement or personal business day(s) becomes an issue.

The review process shall require the supervisor questioning the use of the bereavement or personal business day(s) to provide specific information as to why the employee did not exercise prudence or good faith in the use of such day(s). If two committee members find reason to believe that a question of proper use of a bereavement or personal business day(s) may exist, the bargaining unit member will be required to fully disclose and provide verification as to how the day(s) was used. Upon receipt of all pertinent information, the committee shall within thirty (30) days determine by majority vote the matter of employee entitlement to a bereavement or personal business day(s). Should the committee be unable to reach a majority decision within thirty (30) days, the issue will be resolved through arbitration.

The arbitrator's decision will be limited to the particulars of the case and the decision will be provided to the four (4) member committee for its consideration, but will not be introduced in subsequent arbitrations.

- b) If totally disabled by injury or illness, full salary up to six (6) consecutive months.
- c) If total disability continues beyond six (6) months, sixty percent (60%) of salary to a maximum benefit of \$5,000.00 per month integrated with other income from employer-sponsored sources, up to age 65, or at retirement, whichever occurs first.

d) Insurance fringe benefits will be extended for one (1) year from the time the disability commences, with the exception of long term care.

5. Optical Insurance

Vision Care - The Board agrees to provide family optical insurance for full-time employees.

Spectera Vision Plan (or comparable at the same level of coverage as provided in the 2004-2005 school year)

6. Dental Insurance

The Board shall provide mutually agreed to coverage comparable to MESSA Auto Dental Plan for the Bargaining Unit members, spouses, and dependent children. (Annual maximum coverage \$1,500, Orthodontic lifetime maximum to \$2,300. This includes coverage for spouse.)

7. Long-Term Care

The board will provide the opportunity for current administrators to keep their Long Term Care benefit as currently provided in the 2005-2008 contract. It is the sole responsibility of the administrator to pay the premiums for the benefit to be in effect. The district will offer new administrators the option of paying for this benefit if they would like to carry Long Term Health Care.

8. Insurance Exclusions

It is recognized by the Board of Education and the Association that insurance policies contain standard exclusions and limitations. It is therefore expressly understood that these provisions of the insurance policies shall prevail.

9. Liability Insurance

All bargaining unit members will be covered by liability insurance for the performance of their duties; this protection shall be the same as that for Board members.

The Board of Education will continue liability protection for retirees for the time that they were employees of the District until the statute of limitations expires.

10. Vandalism Reimbursements

The School District will pay for any school-related damage or vandalism to the administrator's automobile while on school property and while the administrator is conducting school business when the damage is not covered by the individual's insurance to a maximum of \$300.00 per incident.

ARTICLE XV FRINGE BENEFITS (continued)

11. Mileage Reimbursements

Administrators required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the IRS allowance rate.

The following provision will only be activated when the current employee positions are vacated. All "new" employees moving into these positions effective January 1, 2013 will be subject to this provision.

District owned vehicles will be used only for work related activity. The district vehicle can only be driven during work related hours and may not be taken home unless they are on call during the weekend and permission is granted from the district administration. Vehicles taken home will only be allowed to be used if the administrator is called into work. The employee is responsible for having a personal vehicle that they can drive to and from work to pick up the district vehicle which will be located at a predetermined location.

12. Annuity

A \$3,500/year annuity will be provided by the Board for each administrator to be paid in two equal installments, one-half in the month of December, and one-half in the month of June. Any annuity amount will be prorated for those not working their full contract year.

13. Flexible Spending Account

All Association members may elect to enroll in the WCS sponsored Flexible Spending Account (FSA). These dollars will be deducted by payroll and are not subject to Social Security Taxes (FICA), Federal or State Tax.

A FSA is used to reimburse you (In "before-tax") dollars using payroll deduction for health care expenses that are not covered by your (or another) benefit plan. The WCS annual benefit maximum is \$3000 of which the employee must pay 20% of the cost.

14. Dependent Care Account

The Dependent Care Account (DCA) plans works like the Flexible Spending Account, except you use the DCA to pay (with "before-tax" dollars) eligible child and/or elder daycare expenses. Eligible expenses include daycare expenses you incur while you (and your spouse, if you are married) work. The annual benefit maximum is \$5000.

ARTICLE XV FRINGE BENEFITS (continued)

Section B - HOLIDAYS

The following holidays and all other days designated by the Superintendent as holidays shall be granted to fifty-two (52) week members of the Bargaining Unit:

| | |
|------------------------|-------------------|
| Independence Day | Good Friday |
| Labor Day | Easter Monday |
| Thanksgiving Day | Memorial Day |
| Day after Thanksgiving | Christmas Eve Day |
| Martin Luther King Day | |

Week days between Christmas and New Year's Day inclusive of Christmas Day and New Year's Day.

Section C - VACATIONS

Non-cumulative vacations shall be granted to fifty-two (52) week Bargaining Unit members on the following basis:

- 10 working days beginning with the first year of District employment
- 15 working days after five years of District employment
- 20 working days after seven years of District employment
- 21 working days after fourteen years of District employment
- 22 working days after fifteen years of District employment
- 23 working days after sixteen years of District employment
- 24 working days after seventeen years of District employment
- 25 working days after eighteen years of District employment

It is expected that when vacations are scheduled that the work will be planned accordingly to avoid interruption of services; no substitutes will be used for a member on vacation.

Vacation allowances are prorated from date of employment to July 1. Vacation days taken when school is in session are subject to the Superintendent's approval. Vacation credits may not be carried over from one year to the next. Any variances from these regulations must have the approval of the Superintendent.

If a fifty-two (52) week Bargaining Unit member terminates voluntarily and in good standing, s/he shall qualify for earned vacation days (on a prorated basis to date of termination) in computation of final pay.

If a fifty-two (52) week Bargaining Unit member terminates involuntarily or during her/his first year of administration, s/he shall not qualify for prorated earned vacation days.

Section D - JURY DUTY COMPENSATION

Administrators who are summoned for jury duty shall immediately notify the Human Resource Office. Association members will reimburse the District for Jury Duty Service pay.

ARTICLE XV FRINGE BENEFITS (continued)

Section E - RETIREMENT

Fifty percent (50%) cash surrender value shall be paid for frozen sick leave accumulated by the Bargaining Unit member prior to July 1, 1967, and shall be paid in a lump sum by the Board of Education upon the death of, or prior to the retirement of, the Bargaining Unit member provided s/he retires under either Social Security or the Michigan Public School Employees' Retirement Fund. Beginning with January 1, 1984, the cash surrender value shall be paid to any administrator who is eligible for full retirement, that eligibility being defined by the Michigan Public School Employees' Retirement System.

All administrators who retire from the Warren Consolidated Schools with at least ten (10) years of service and are eligible for a retirement benefit from the Michigan Public School Employees' Retirement System are eligible for the following benefits:

1. \$15,000.00 of Group Life (Accidental Death and Dismemberment will be discontinued) continued to age sixty-five (65). The \$15,000 will then be reduced to \$7,500.00 and remain in effect for the remainder of the retiree's lifetime.
2. Effective December 31, 2010, all current administrators employed by the district will no longer be provided reimbursement for medical premiums that are withheld from his/her pension upon retirement.

ARTICLE XVI WORKING CONDITIONS

Section A - INSERVICE

WAA will be encouraged and allowed to develop in-service session(s) for its members which will be part of the District full day teacher in-service. The session(s) will deal with new and improved methods needed in performing administrative duties.

Section B - CONFERENCE

Permission to attend conferences/meetings without loss of salary during work time is to be secured through the Superintendent or his/her designee.

The Board agrees to provide upon application the necessary funds for Bargaining Unit members who desire to attend select professional conference meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board. A Bargaining Unit member attending such conference meetings shall be granted sufficient leave time to attend without loss of compensation. All Bargaining Unit members shall be entitled to attend a minimum of one (1) state conference/meeting per year.

ARTICLE XVI WORKING CONDITIONS (continued)

Conference expenses/reimbursements allowed must comply with board policy:

1. Expense reports, together with receipts for such expenses, must be submitted to the immediate supervisor who approved the request, within two (2) weeks following conference attendance.

Section C - STAFF ASSIGNMENT

Each building principal or her/his designee has the authority to make a determination regarding each teacher's assignment within her/his building.

Section D - PUPIL ASSIGNMENT

The Board of Education recognizes that it is the responsibility of the building principal to determine the best assignments, in compliance with board policy for pupils within his/her building.

Section E - STATEMENT PHONE AND OFFICE USE

The District will provide, upon request by the administrator, a statement indicating the administrator's obligation to provide a phone and office space in his home and the extent thereof.

A cell phone allowance of \$75 a month will be provided to each administrator submitting proper documentation.

Section F - SCOPE OF JOB

The services of Bargaining Unit members are considered to be of a professional nature, and except in an emergency situation, Bargaining Unit members will not be required to function outside the normal scope of their jobs.

Section G - ADDITIONAL HELP

When a WAA member is out for a period of more than five (5) consecutive work days, or earlier if deemed necessary by administration, additional administrative help will be assigned to the building. This does not include vacation days for 52 week employees.

Section H - STATE CERTIFICATION REQUIREMENTS

The Board will reimburse Bargaining Unit members for successful completion of course work or in-service programs which are required by the State of Michigan for maintaining State-required certification.

ARTICLE XVII VALIDITY OF AGREEMENT

Section A - MODIFICATION OF CONTRACT

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

Section B - INVALIDATION OF CONTRACT PORTIONS

Should any Article, Section or clause of this Agreement be declared invalid by a court or competent jurisdiction, said Article, Section or clause as the case may be shall automatically be deleted from this Agreement but the remaining Articles, Sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

Section C - SUPERSEDING - RULES AND REGULATIONS

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 future individual Bargaining Unit member 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.

ARTICLE XVIII DURATION OF AGREEMENT

This Agreement shall be effective as of March 25, 2013 and shall remain in full force and effect until June 30, 2021.

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

ARTICLE XIX INTERIM AMENDMENTS

In the event both parties wish to amend this Agreement, such agreed upon amendment(s) shall be subject to ratification by the Board and the Association provided that both parties shall be empowered to effect temporary accommodations to resolve problems.

ARTICLE XIX INTERIM AMENDMENTS (continued)

Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency financial manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (30 of Public Act 4 of 2011.

If an emergency financial manager is appointed to the district, the emergency financial manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or terminate this agreement is a prohibited subject of bargaining.

MEMO OF UNDERSTANDING

The District and the WAA will work together during the current 2012-2021 contractual agreement to facilitate the District's move to a "year around school" setting in select building(s) as well as the new "Middle School Math/Science Technology Center". Other necessary relocations of educational programs will also be addressed as determined by District needs.

MEMO OF UNDERSTANDING

The District and the WAA will meet and bargain in good faith after the expiration of this contract regarding the steps and salary increments.

SCHEDULE A - INDEX FACTOR TABLE

| SALARY STEP | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 TO 10 | 11 TO 15 | 16 TO 20 | 21 TO 25 | YEARS |
|---|--------|--------|--------|--------|--------|--------|--------|---------|----------|----------|----------|-------|
| ELEMENTARY | | | | | | | | | | | | WEEKS |
| Elementary Principal | 0.9069 | 0.9436 | 0.9875 | 1.0252 | 1.0854 | 1.1599 | 1.1961 | 1.2161 | 1.2361 | 1.2561 | 1.2761 | 42.6 |
| Elem. Asst. Principal | 0.8457 | 0.8768 | 0.9125 | 0.9594 | 1.0074 | 1.0686 | 1.0997 | 1.1197 | 1.1397 | 1.1597 | 1.1797 | 41 |
| Elem. Asst. Principal/Curr. | 0.8494 | 0.8809 | 0.9176 | 0.9629 | 1.0100 | 1.0759 | 1.1075 | 1.1275 | 1.1475 | 1.1675 | 1.1875 | 43 |
| CENTRAL OFFICE | | | | | | | | | | | | |
| Dir. Athletics & Facilities | 0.8640 | 0.9069 | 0.9436 | 0.9808 | 1.0252 | 1.1135 | 1.1461 | 1.1661 | 1.1861 | 1.2061 | 1.2261 | 46 |
| K-12 Adm. of Lang. Acquisition | 0.8000 | 0.8311 | 0.8668 | 0.9065 | 0.9504 | 1.0116 | 1.0427 | 1.0627 | 1.0827 | 1.1027 | 1.1227 | 45 |
| Adm. of State & Federal Prog. | 0.8000 | 0.8311 | 0.8668 | 0.9065 | 0.9504 | 1.0116 | 1.0427 | 1.0627 | 1.0827 | 1.1027 | 1.1227 | 52 |
| NON INSTRUCTIONAL | | | | | | | | | | | | |
| Mgr. Aux. Serv. | 0.6738 | 0.7013 | 0.7299 | 0.7590 | 0.7896 | 0.8212 | 0.8543 | 0.8743 | 0.8943 | 0.9143 | 0.9343 | 52 |
| Director Transportation | 0.6738 | 0.7013 | 0.7299 | 0.7590 | 0.7896 | 0.8212 | 0.8543 | 0.8743 | 0.8943 | 0.9143 | 0.9343 | 52 |
| Supervisor of Nutrition Services | 0.5651 | 0.5942 | 0.6264 | 0.6575 | 0.6804 | 0.7437 | 0.7661 | 0.7861 | 0.8061 | 0.8261 | 0.8461 | 44 |
| Director of Information Systems | 0.6738 | 0.7013 | 0.7299 | 0.7590 | 0.7896 | 0.8212 | 0.8543 | 0.8743 | 0.8943 | 0.9143 | 0.9343 | 52 |
| Operations Supv. | 0.4993 | 0.5141 | 0.5310 | 0.5539 | 0.5794 | 0.6371 | 0.6570 | 0.6770 | 0.6970 | 0.7170 | 0.7370 | 52 |
| Supervisor of Transportation | 0.4993 | 0.5141 | 0.5310 | 0.5539 | 0.5794 | 0.6371 | 0.6570 | 0.6770 | 0.6970 | 0.7170 | 0.7370 | 52 |
| Asst. Supervisor of Nutrition Services. | 0.4228 | 0.4407 | 0.4621 | 0.4805 | 0.5060 | 0.5544 | 0.5713 | 0.5913 | 0.6113 | 0.6313 | 0.6513 | 44 |
| Dir of Nutrition Services | 0.5738 | 0.6019 | 0.6350 | 0.6677 | 0.7023 | 0.7386 | 0.7768 | 0.7968 | 0.8168 | 0.8368 | 0.8568 | 52 |
| Supervisor of Pupil Accounting | 0.5651 | 0.5942 | 0.6258 | 0.6580 | 0.6809 | 0.7432 | 0.7656 | 0.7856 | 0.8056 | 0.8256 | 0.8456 | 52 |
| SALARY STEP | | | | | | | | | | | | YEARS |
| SECONDARY | | | | | | | | | | | | |
| High School Principal | 1.0237 | 1.0344 | 1.0757 | 1.1191 | 1.1660 | 1.2547 | 1.2859 | 1.3059 | 1.3259 | 1.3459 | 1.3659 | 45 |
| CTE Director | 1.0237 | 1.0344 | 1.0757 | 1.1191 | 1.1660 | 1.2547 | 1.2859 | 1.3059 | 1.3259 | 1.3459 | 1.3659 | 45 |
| JH/MS Principal | 0.9319 | 0.9722 | 1.0176 | 1.0635 | 1.1099 | 1.1930 | 1.2282 | 1.2482 | 1.2682 | 1.2882 | 1.3082 | 44 |
| HS Asst. Principal | 0.8850 | 0.9252 | 0.9655 | 1.0053 | 1.0507 | 1.1405 | 1.1747 | 1.1947 | 1.2147 | 1.2347 | 1.2547 | 43 |
| CPC Asst. Principal | 0.8656 | 0.9074 | 0.9451 | 0.9844 | 1.0283 | 1.1160 | 1.1492 | 1.1692 | 1.1892 | 1.2092 | 1.2292 | 43 |
| JH/MS Asst. Principal | 0.8656 | 0.9074 | 0.9451 | 0.9844 | 1.0283 | 1.1160 | 1.1492 | 1.1692 | 1.1892 | 1.2092 | 1.2292 | 43 |
| Dir of Spec. Prog. | 0.8850 | 0.9252 | 0.9655 | 1.0053 | 1.0507 | 1.1405 | 1.1757 | 1.1957 | 1.2157 | 1.2357 | 1.2557 | 44 |

SCHEDULE B

SUMMER SCHOOL PRINCIPAL (K-5)

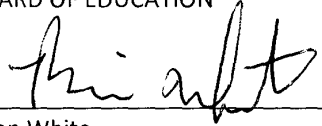
\$293 PER DAY

SUMMER SCHOOL PRINCIPAL (6-12)

\$293 PER DAY

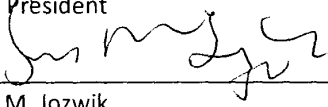
IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures; enter into on this 25th day of March, 2013.

WARREN CONSOLIDATED SCHOOLS
BOARD OF EDUCATION



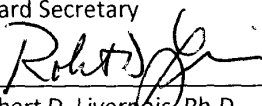
Brian White

Board President



Susan M. Jozwik

Board Secretary



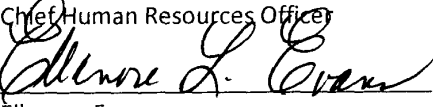
Robert D. Livermois, Ph.D.

Superintendent of Schools



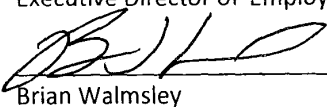
Diane E. Szalka, Ed.D.

Chief Human Resources Officer



Ellanore Evans

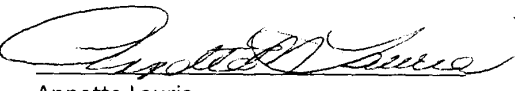
Executive Director of Employee Services



Brian Walmsley

Chief Academic Officer

THE WARREN ADMINISTRATORS
ASSOCIATION



Annette Lauria

President



Amy Hendry

Vice President



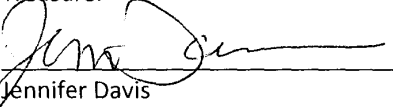
Pat Cavanaugh

Secretary



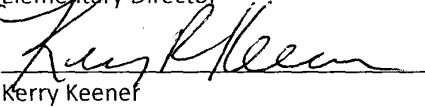
Allison Roberts

Treasurer



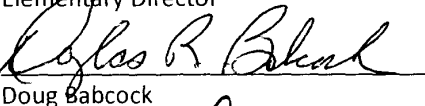
Jennifer Davis

Elementary Director



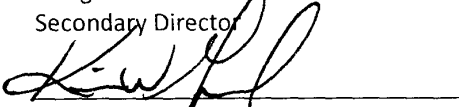
Kerry Keenef

Elementary Director



Doug Babcock

Secondary Director



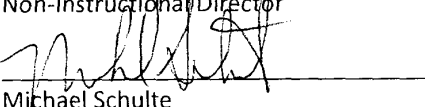
Kevin Griessel

Secondary Director



Carl Merkle

Non-Instructional Director



Michael Schulte

Central Office Director

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