

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
WESTWOOD COMMUNITY SCHOOLS**

AND

WESTWOOD ADMINISTRATORS ASSOCIATION

August 15, 2007 – August 15, 2010

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - RECOGNITION 1

ARTICLE II - BOARD RIGHTS 2

ARTICLE III - ASSOCIATION RIGHTS 3

ARTICLE IV - WORKING CONDITIONS 3

ARTICLE V - VACANCIES, PROMOTIONS AND TRANSFERS 4

ARTICLE VI - CREATION OF NEW POSITIONS 5

ARTICLE VII - EVALUATION OF ADMINISTRATORS 5

ARTICLE VIII - PROTECTION OF ADMINISTRATORS 6

ARTICLE IX - LEAVE DAYS 7

ARTICLE X - LEAVES OF ABSENCE 11

ARTICLE XI - PROFESSIONAL COMPENSATION 16

ARTICLE XII - TERMINATION OF SERVICES 21

ARTICLE XIII - GRIEVANCE PROCEDURE 22

ARTICLE XIV - MISCELLANEOUS PROVISIONS 23

ARTICLE XV - DURATION OF AGREEMENT 25

APPENDIX A - SALARIES 26

APPENDIX A - GRIEVANCE FORM 30

PREAMBLE

This Agreement is entered into effective on the 15th day of August, 2007 by and between the Board of Education of the Westwood Community School District, Dearborn Heights, Michigan, hereinafter called the "Board" and the Westwood 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 parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

SECTION A

The Westwood Community School District Board of Education recognizes the Westwood Administrators Association in accordance with the applicable provisions of the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, as the sole and exclusive representative for all administrative personnel in the classifications of High School Principal, Middle School Principal, Elementary School Principal, Special Services Administrator, Curriculum Coordinator, Assistant Principal and Director.

The term "Board" when used hereinafter in this Agreement shall refer to the legally elected representatives of the school district and/or its official designated representatives.

The term "Administrator" when used hereinafter in this Agreement shall refer to those certified persons in the bargaining unit as described above, employed by and authorized by the Board to recommend for hiring, firing and/or supervising professional staff members and other personnel. All references to one gender shall be construed to include the other.

SECTION B

The Board agrees not to negotiate with any administrators organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual Administrator from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE II

BOARD RIGHTS

SECTION A

The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing rights:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees subject to and consistent with the applicable provisions of law and the applicable provisions of this Agreement.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide athletics, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of Administrators and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

SECTION B

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

SECTION A

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

SECTION B

The Association shall have the privilege to use school building facilities at all reasonable hours for meetings and other activities in accordance with proper procedures, as established by the Board.

SECTION C

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public records concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other public records as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Administrators and the students, together with public records which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

WORKING CONDITIONS

SECTION A

All Administrators shall be allowed a duty free lunch period away from their school or office not to exceed one (1) hour.

SECTION B

Each Administrator shall have a designated parking space for his/her personal vehicle.

SECTION C

The Board shall consult with the Association in formulating the school calendar for any particular school year.

SECTION D

The Board shall reimburse Administrators for loss, damage or destruction of personal clothing, automobiles (excluding detachable accessories) and other personal property used in their duties, while acting in a legal manner within the scope of employment as an Administrator, up to two hundred dollars (\$200.00) per incident, provided the Administrator incurs the first ten dollars (\$10.00) and the loss, damage or destruction is not covered by existing insurance. If an Administrator is injured while acting in a legal manner within the scope of employment as an Administrator, expenses incurred for medical, surgical and hospital care in excess of those covered by hospitalization insurance provided by the Board will be the responsibility of the Board. Such loss or injury must be reported to the Superintendent prior to the end of the business day following the date of the loss or injury.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

SECTION A

The Board shall give written notice of any administrative vacancies in the district to the Association within two (2) working days of the posting of such vacancies.

SECTION B

Requests by an Administrator for transfer to a different position or building shall be filed in writing with the Superintendent. The applicant shall set forth the reasons for transfer, the building or position sought and the applicant's qualifications.

SECTION C

An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program or to improve the operation of the district. The Board shall notify, in writing, the affected Administrator and the Association of the reasons for such transfer. If the Administrator objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure. When feasible, the Board agrees to transfer volunteers first. When involuntary transfers are necessary, the Administrator's professional background and other qualifications shall be considered in determining which Administrator is to be transferred. Administrators being involuntarily transferred will be transferred, if possible, to a comparable position and such transfer shall not result in a reduction of salary. An involuntary transfer will be made after a meeting between the Administrator involved and the Superintendent, at which time the Administrator will be notified of the reason for the transfer.

ARTICLE VI

CREATION OF NEW POSITIONS

SECTION A

The Board shall give written notice of any new administrative positions created to the Association no later than two (2) working days after the posting of the position.

SECTION B

The Association will notify the Board in writing within ten (10) working days following notification of its intent regarding the negotiations of the salary and the duration of the contract for such position. Failure to do so within the time period shall constitute a waiver of negotiations.

SECTION C

The Board shall begin negotiations within twenty (20) working days of the request. The parties may extend this time limitation by mutual agreement.

SECTION D

Any retroactive pay shall be resolved through these negotiations.

ARTICLE VII

EVALUATION OF ADMINISTRATORS

SECTION A

The parties recognize that evaluation is the function of the Superintendent or his/her designated representative.

SECTION B

The evaluation of each member of the Association shall be discussed with the individual member, reduced to writing, and presented to the individual member at the time of his/her evaluation conference. The Association member shall receive a copy of each evaluation and a copy shall be placed on file in the Personnel Office and shall be held in a confidential manner.

SECTION C

The Board agrees that no Administrator shall be disciplined, reprimanded, reduced in rank or compensation, in a capricious and/or arbitrary manner. Any such discipline, reprimand, or reduction in rank or compensation, including adverse evaluation of Administrator performance shall be subject to the Grievance Procedure as provided in this contract.

ARTICLE VIII

PROTECTION OF ADMINISTRATORS

SECTION A

If any Administrator, acting within the jurisdiction of his assignment, is by legal process complained against or sued, the Board will provide legal counsel and render all necessary assistance to the Administrator in his defense. It shall be the responsibility of the Administrator to bring any such complaints to the attention of the Board, in writing, within three (3) working days. If such complaints are registered with the Board by the complainant, it shall be the responsibility of the Board to bring the complaint to the attention of the Administrator and the Association within three (3) working days. Intent - The Superintendent is expected to notify the Association if complaints are registered against Association members.

SECTION B

Any case of assault upon an Administrator while acting in a legal manner within the jurisdiction of his assignment, shall be promptly reported to the Board, in writing, or its designated representative. The representative shall then so inform the Board as soon as possible. The Board

will provide legal counsel to advise the Administrator of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Administrator in connection with the handling of the incident by law enforcement and judicial authorities.

SECTION C

Time lost by an Administrator in connection with any incident mentioned in Sections A and B of this article shall not be charged against the Administrator's leave bank.

SECTION D

No disciplinary action shall be taken upon any complaint by a citizen directed toward an Administrator nor shall any notation thereof be included in the Administrator's personnel file, until the matter, including the identity of the complainant, has been reported by the Superintendent, in writing, to the Administrator involved and an opportunity to respond and provide full details of the situation has been afforded the Administrator involved.

SECTION E

It is recognized that with respect to their employment and the activities of their purely personal and private lives, Administrators are entitled to the full protections afforded to them under the laws and Constitutions of the United States and the State of Michigan and accordingly, an Administrator's purely personal and private life that does not adversely impact upon the Administrator's ability to perform the Administrator's professional responsibilities, shall not be grounds for any discipline or discrimination with respect to the professional employment of the Administrator.

ARTICLE IX

LEAVE DAYS

SECTION A

All Administrators shall be allowed leave days without loss of pay according to the provisions of this article.

SECTION B

At the beginning of each school year, each Administrator shall be credited with ten (10) days to which they will be entitled for that school year. Leave days shall accumulate, without limit, at the rate of one (1) leave day per month (maximum of ten (10) days each school year). Should an Administrator leave the employ of the Board during a school year, and has used leave days credited at the beginning of the year, but not yet earned for accumulation, the number of leave days so used shall be deducted from their last pay. Days credited at the beginning of the year, but not yet earned for accumulation, shall not be counted for purposes of termination payments.

SECTION C

Five (5) personal business days per school year will be granted in addition to Section B above. No more than three (3) personal leave days will be granted consecutively, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No personal business leave days will be granted after June 1st of the school year, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No personal business leave days will be granted contiguously prior to or following a holiday and/or vacation period, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. It shall be the responsibility of the Administrator to provide the Superintendent of Schools or his/her designated representative with sufficient information upon which to determine if a legitimate emergency exists. Any unused days will be added to the leave day bank at the end of the school year, except that maximum combined accumulation of annual paid leave under Section B and Section C of this article shall not exceed ten (10) days. At the end of the school year an Administrator may return up to ten (10) unused paid leave days from the annual credit of paid leave days and be paid at the Administrator's per diem rate of pay for each day returned, except that, for the 2008-2009 school year, an Administrator may return up to eight (8) unused paid leave days and be paid at the Administrator's per diem rate of pay for each day returned. The Administrator shall be paid for the unused days returned on the pay following the end of the Administrator's work year.

SECTION D

A leave-day bank shall be established for each Administrator in the following manner:

Administrators shall be credited only with leave days earned during the year. Any leave days accumulated at the close of the year shall be carried forward, as a balance at the start of the next year. If an Administrator is absent in excess of his earned leave-day bank, deduction in the amount equal to one (1) day's pay for each day of excess absence shall be made from his salary check in the pay period following such excess absence. Reimbursement shall be made for such deductions at the end of the year if the Administrator has earned leave days to his credit.

SECTION E

Absences which may be charged to an Administrator's leave-day bank are as follows:

1. Administrator's personal illness or emergency illness in the immediate family.
2. Death in the immediate family, relatives or close friends.
3. Administrator's own wedding or wedding in the immediate family.
4. Personal business or emergencies.

SECTION F

Qualification for use of leave days.

1. Administrator's personal illness or emergency illness in the immediate family.

- (a) Personal illness.
 - (b) Emergency illness in the immediate family (when no other arrangement can be made for necessary care). The time allowable shall not exceed five (5) working days. (Immediate family defined in 2(a) below.)
2. Death in the immediate family, relatives or close friends.
- (a) The immediate family includes spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters and any other relatives or friends for whom funeral arrangements the Administrator is responsible. The time allowable for each situation shall not exceed five (5) working days.
 - (b) Attendance at funerals of relatives (other than the immediate family as defined in 2(a) above) and close friends. The time allowable shall not exceed three (3) working days.
3. Administrator's wedding or immediate family's wedding.
- (a) The Administrator's own wedding. The time allowable shall not exceed five (5) working days.
 - (b) Attendance at weddings in the immediate family. The time allowable shall not exceed three (3) working days.
4. Personal business or emergency.
- (a) Personal business leave is to be used to attend to matters of an urgent nature which require the personal attention of the Administrator and cannot reasonably be attended to at an alternative time that does interfere with the duties of employment and for which other leave is not provided in this Agreement.

Leave days for personal business must be requested in writing in advance through the office of the Superintendent of Schools, or his designated representative, and must be given in ample time.
 - (b) Other items of a nature of emergency approved by the Superintendent of Schools, or his/her designated representative.

SECTION G

Any Administrator called to jury duty shall be considered to be fulfilling a basic duty of citizenship and, therefore, shall be on regular pay status, less the amount paid the Administrator by the court for said jury duty. Absence for jury duty shall not be charged to the employee's leave-day bank. The paycheck received by the employee for jury duty shall be signed over to the treasurer of the Board of Education.

SECTION H

Absences with pay not chargeable against the Administrator's leave-day bank shall be granted for the following reasons:

1. Visitation of special programs in other schools and attendance at regional or state educational conferences as representatives of subject or departments, including sports clinics or curriculum study groups, may be approved. Said approval originates with a written request from an Administrator for approval by the Board. Normally, only one representative will be approved for each visitation or conference. Requests must be made with sufficient time for adequate consideration for approval. Reimbursement of expenses for participation under this section is the responsibility of the Board.
2. Administrators injured in the course of their job, said injury is recognized under the provisions of the Michigan Workers' Compensation Act. When said injury is the result of an accident, assault, or negligence on the part of the school district, the Board will continue pay at the daily rate per contract, less the amount paid by Workers' Compensation, for a period up to a maximum of one hundred twenty (120) days' pay.
3. Court appearances or when an Administrator has been subpoenaed as a witness, less the amount received by the Administrator for such court appearance.
4. Items covered in Article XI, Section D.
5. An Administrator absent from work because of mumps, scarlet fever, measles, chicken pox or conjunctivitis contracted by exposure from work, not to exceed ten (10) days per case including reoccurrence and/or complications. After the ten (10) days have been exhausted, any related extended absence shall be chargeable against the employee's leave-day bank.

SECTION I

An Administrator who is unable to work due to an injury or disability which is compensable under Workers' Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Workers' Compensation, such that the amount the Administrator received from Workers' Compensation and sick leave does not exceed the amount of expendable income the Administrator would have received from his/her earnings at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the Administrator from Workers' Compensation until the Administrator's accumulated sick leave is exhausted or the Administrator is able to return to work, whichever happens first. Should this supplemental payment plan be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of the Workers' Compensation benefit is reduced, the Administrator shall not be allowed the use of sick leave and shall receive only the Workers' Compensation benefit provided by law.

SECTION J

If an Administrator has exhausted the leave days in his or her earned leave-day bank and the continued absence of the Administrator is necessary due to an extended personal illness, each Administrator may elect to transfer leave days from his or her earned leave-day bank to the earned leave-day bank of the absent Administrator, not to exceed a transfer of ten (10) leave days by each Administrator during the school year, without the approval of the Board. This transfer of leave days shall require the Administrator's written authorization, personally signed and dated, designating the number of leave days to be transferred to the earned leave-day bank of the absent Administrator. The total number of leave days transferred to the earned leave-day bank of the absent Administrator shall not exceed the number of work days required by the qualifying period to become eligible for long term disability insurance benefits.

ARTICLE X

LEAVES OF ABSENCE

SECTION A

Provisions for Leave of Absence: It shall be the policy of the Board to grant leaves of absence to Administrators for the following reasons as listed and defined below:

1. Health
 - (a) Personal Illness (physical or mental)
 - (b) Care of sick member of immediate family
2. Study in an accredited institution
3. Travel and work experience related to education
4. Military service
5. Sabbatical leave
6. Any other leave deemed appropriate by the Board of Education
7. Campaign for or service in public office
8. Peace Corps or National Teacher Corps (NTC)
9. Child care leave

SECTION B

Eligibility for Leave: Any Administrator who has completed two or more years of service in the school district is eligible for a leave of absence (exception - military and sabbatical leaves). (See Section G and I.

SECTION C

Length of Leave: The original leave of absence may be for the remainder of a semester, the remainder of a school year, or for a complete school year. A leave of absence may be extended for one semester or one year upon written request made to the Board of Education. A leave of absence shall not end during a semester except by special permission.

SECTION D

Procedure for application: All applications for leave of absence shall be submitted, in writing, to the Board, who shall process said application. Applications shall be filed at least sixty (60) days before the first day of the request. Emergencies may be given consideration. An extension to a leave shall be requested at least one (1) month before the termination of the original leave.

SECTION E

Status during leave of absence:

1. Except where otherwise provided, all leaves of absence shall be without pay.
2. Leave-day bank shall remain as of the balance at the beginning of the leave. The employee shall return on the same level of the salary schedule as of the beginning of the leave of absence.
3. Partial years shall be prorated in accord with Board policy.
4. Leave days and holidays shall not accrue during a leave of absence.

SECTION F

Return to duty:

1. A leave of absence is granted with the expectation of the employee returning to an assignment at its termination. Since each position is usually manned during a leave of absence either by a temporary or permanent employee, it is therefore necessary to know the intent of the person on leave to make necessary arrangements. Therefore, it is the responsibility of an employee on leave of absence to give written notice to the Superintendent of Schools not less than sixty (60) days before the resumption of duty or the termination of leave whichever is the later date. Failure to give such notice releases the Board of the responsibility of providing an assignment and employment.
2. The Board cannot guarantee the return of any employee to a specific building level, or special assignment at the conclusion of a leave of absence. Every possible effort will be made to return an employee to the same or comparable assignment as that held prior to going on leave.
3. The Board will require medical clearance when the leave has been for emotional or mental purposes. When advisable, the Board may require a physical examination when the

condition would indicate it is needed. The Board shall pay for any required examination by a doctor of its choice.

SECTION G

Any Administrator who is required to serve in either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Seniority will accumulate during the period of such leave. Upon termination of such leave, the Administrator shall be offered reemployment in his previous position or position of likely seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work provided he meets the following requirements:

1. Has not been dishonorably discharged;
2. Is physically able to do the work
3. Reports for work within ninety (90) days of the date of such discharge for not more than one (1) year. Maximum time allowance is fifteen (15) months.

SECTION H - FAMILY AND MEDICAL LEAVE

Except as expressly conditioned by the terms of this provision, an eligible Administrator shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.

Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible Administrator under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible Administrator shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.

If an Administrator fails to return from an unpaid leave during which the Administrator received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the Administrator was otherwise entitled to the continuation of benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the Administrator. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

SECTION I

Sabbatical Leave:

1. Authorization

- (a) Sabbatical leave of absence may be granted to members of the administrative staff of Westwood Community Schools. The granting of such leaves is subject to the approval of the Board, upon recommendation of the Superintendent, when in its considered judgment the professional competence and welfare of the schools will be benefitted.
- (b) The rules and regulations of the Westwood Community Schools Sabbatical Leave program shall be interpreted in accordance with Section 1235, School Code of 1976.

2. Eligibility and Qualifications

- (a) Any Administrator employed by the district who meets the qualifications shall be eligible to apply for sabbatical leave subject to the following conditions and requirements.
 - 1) Applicant must hold a Life, Permanent, or Continuing Certificate.
 - 2) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the district.
 - 3) Sabbatical leaves of absence may be granted to not more than one (1) Administrator in any one year.
 - 4) Sabbatical leave may be granted for one (1) semester or two (2) full consecutive semesters.
 - 5) The applicant signs an agreement to return to service with the Westwood Community School District Board of Education immediately on termination of his/her sabbatical leave and to continue service for a period of not less than one (1) year (unless causes beyond his/her control prevent it).

Failure to comply must result in a refund of any compensation received from the Board while on leave plus interest at the annual rate of five percent (5%). The refund shall be repaid within two (2) years of termination date of the sabbatical leave.

3. Purpose of Sabbatical Leave

- (a) Sabbatical leave is given to Administrators to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and travel.

(b) The following information shall be presented in the application:

- 1) For formal study - A program of study at an accredited college or university should be briefly outlined.
- 2) For research - A program of research under the guidance of competent research personnel should be briefly outlined.
- 3) For travel - A written plan, including the proposed itinerary, shall be submitted.
- 4) For other reasons - A written plan shall be submitted stating the professional objectives which are sought.

4. Application Requirements

Written application for sabbatical leave must be filed with the Superintendent not later than October 1 for a second semester leave; by April 14 for a first semester leave.

5. Requirements and status while on Sabbatical Leave

(a) Financial Policies

- 1) Compensation for a staff member on sabbatical leave shall be one-half ($\frac{1}{2}$) of the salary he would receive were he/she on active staff status.
- 2) Payment of salary to a staff member on sabbatical leave shall be made in accordance with provisions of the Board for payment of salary to other members of the regular staff.
- 3) On returning from sabbatical leave, the employee shall be entitled to the automatic salary schedule increment as though he had been in continuous service in the school system.
- 4) The leave-day bank balance shall remain the same as the balance at the beginning of the leave.

6. Reports Required

The Board shall require, and the Administrator shall promptly furnish a written report containing sufficient information to enable the Board to determine that the leave is being utilized in the approved manner. In the event the Board shall find that the Administrator is not fulfilling the agreement, the entire sum paid to the Administrator shall become immediately refunded to the Board. Failure to comply or refund any monies due shall be cause for the Board to take appropriate legal action.

7. Status upon returning

- (a) At the expiration of the sabbatical leave, the Administrator shall be returned to his/her position or a position of similar responsibility. He/she shall be advanced one step on the salary schedule if not already at the maximum step.
- (b) The Administrator may be assigned a job of greater responsibility and pay.
- (c) If the Administrator is assigned to a lower paying job upon return from sabbatical, he will be paid in his sabbatical classification plus increment for at least one (1) year upon return to full duty.

8. Recognition of Longevity

- (a) All other factors being equal, the person with the greatest longevity shall be granted the leave if such leave is to be granted.
- (b) A written report shall be given to the Board within ten (10) days after reporting back to work.

ARTICLE XI

PROFESSIONAL COMPENSATION

SECTION A

The salaries of the Administrators covered by this Agreement are set forth in Appendix A which is attached to and incorporated in the Agreement. Such salaries shall remain in effect for the term of this Agreement; provided, however, that upon written notice to the other party at least sixty (60) days prior to the expiration of this Agreement negotiation shall begin for a new Agreement.

SECTION B

Administrators shall be entitled to, and receive, without loss of compensation, holidays according to a schedule which will be dependent upon the adoption of the official school calendar by the Board and the school calendar which is incorporated by reference.

SECTION C

An authorized representative of the Association, and/or other grievant, engaged during the school day in the established Grievance Procedure, shall be released from regular duties without loss of pay.

SECTION D

The Board agrees to establish a fund equivalent to one thousand dollars (\$1,000.00) per Association member, based on membership as of the preceding January 1. The purpose of this

fund is to ensure administrative participation in in-service education and conferences that are to the professional advantage of the school district, when funds are not available through funded projects.

1. The Administrator who desires to participate in a conference or in-service training shall, on an approved business form, make out his/her request and forward it to the President of the Administrators Association.
2. The President of the Association, in conference with his executive committee, shall either approve or disapprove the request and so notify the affected Administrator.
3. In the event that the President of the Administrators Association approved the request, he/she will forward it with his/her approval to the Superintendent's office for disposition.
4. A written and/or oral report of the conference, as requested by the Board, shall be given within ten (10) days after returning from a conference. Additional time may be granted by the Superintendent when necessary.
5. Salary will continue while an Administrator is in attendance at an authorized conference.

The Board further agrees that all expenses for attendance at authorized conferences and meetings, including transportation, lodging, meals, conference registration and other incidental expenses, shall be paid by the Board, and that such attendance, including time spent in transit, shall not be charged to an Administrator's leave-day bank, and that no Administrator shall suffer any loss of compensation for such authorized attendance or travel. Any Administrator absent in excess of the authorized length of absence shall be docked one day's pay for each day of excess absence. Emergency situations resulting in excess absences may be given special consideration by the Board.

SECTION E

Administrators shall be reimbursed at the IRS established rate per mile when using their personal vehicles in the conduct of authorized school and school-related affairs.

SECTION F

If there are substantial changes proposed in the duties of any existing administrative position, the Association shall have the opportunity to discuss with the Board, the possible modification of the job description. Should it be mutually agreed that the job responsibilities have been significantly increased, the salary for such modified job description may be negotiated. In emergency situations, such discussion and negotiation may take place following such modification.

SECTION G

The Employer agrees to provide to all Administrators the following insurance benefits:

- The Board agrees to pay the total premium cost for MESSA Choices II Health Insurance. Effective for the 2008/2009 school year, there will be a prescription co-pay of \$10/\$20. Administrators shall not receive a health

subsidy if they are already receiving these benefits through a spouse. This coverage shall remain in effect during the duration of this agreement., MESSA Choices II will be implemented as the health insurance plan for all Administrators (with \$10/\$20 prescription drug co-pay and \$100/\$200 annual deductible).

- Dental Plan 80-80-50 MBL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD*

* Long-term disability insurance protection for Administrators shall provide a benefit of 66-2/3 percent of the Administrator's monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$4,000.00 per month, which shall begin upon the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70) and shall be subject to the following limitations, offsets, and exclusions:

1. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
2. Limitation of alcoholism, drug abuse, mental and nervous illness to twenty-four (24) months unless confined to a hospital or institution.
3. Offsets for other income benefits such as Worker's Compensation, retirement systems or plans and Social Security with Social Security Freeze.
4. Maximum duration of benefits in the case of any one period of total disability up to age 65 for disabilities commencing prior to age 60, for a maximum period of total disability up to age 65 for disabilities commencing prior to age 60, for a maximum period of thirty-six (36) consecutive months for disabilities commencing on or after the age 60 but prior to age 65 and a maximum of twenty-four (24) consecutive months following the end of the qualifying period or age 70 whichever occurs first for disabilities commencing on or after the age 65 but prior to age 70.

Employees not needing health insurance may select Plan B. Outline of the benefit levels of Plan B as follows:

- Dental Plan 80-80-MBLL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD* (Same as above)

Administrators who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a cash payment of fifty dollars (\$50.00) each month and may choose to receive

the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits not to exceed the value of fifty dollars (\$50.00) each month. The cash payment and optional benefit plan will be implemented through an IRC § 125 cafeteria plan as may be required by law to preserve the nontaxable status of the health insurance plan. The IRC § 125 plan shall include provisions for dependent child care and medical expense reimbursement salary reduction accounts.

The Employer may provide the dental, vision, life and/or long term disability insurance coverage through alternative insurance carriers, companies, third-party Administrators and/or by self-insurance or any combination thereof which maintains equivalent insurance coverage.

Prior to the implementation of any change in insurance carrier, company, third-party Administrator and/or self-insurance a committee comprised of representatives of the Association and the Employer shall meet to discuss any such proposed change.

A committee comprised of representatives of the Association and representatives of the Employer shall meet during each school year for purpose of reviewing alternative health insurance plans available from Blue Cross-Blue Shield and making a recommendation with respect to the implementation of a change in the health insurance plan beginning with the next fiscal year (July 1-June 30). The health insurance plan may be changed to a Blue Cross-Blue Shield Plan recommended by this committee upon concurrence of the Association and the Employer.

SECTION H

The Employer shall provide additional term life insurance above that provided in Section G in the amount of \$210,000.00.

SECTION I

The Employer shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 following completion of the school year. Any Administrator who takes leave for reasons of health and/or child care (Art. X, Sec. A1 and/or A9.) commencing during a school year, inclusive of the first work day of the school year, shall be continued on health insurance coverage only until six months after the commencement of the leave inclusive of Family and Medical Leave Act benefits. Administrators who terminate or take leave commencing during the Administrator's work year otherwise shall have insurance coverage terminated at the end of the month in which the termination is effective or leave commences, except as may be required by law.

SECTION J

An Administrator must comply with all requirements of the insurance carrier for application and enrollment. An Administrator must notify the Employer promptly of any change in marital status and/or number of age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The Employer may make periodic requests for this data.

There shall not be any duplication of insurance premiums paid by the Board for coverage of bargaining unit employees. Where one employee can be designated as the insured and another employee as a covered dependent, the Employer shall not be obligated to pay more than one

premium for the insurance coverage provided. The employee named as the insured and the employee named as the dependent shall be at the option of the employees involved. Where the bargaining unit employee is designated as the dependent for the health insurance coverage, that bargaining unit employee shall be eligible for the benefit provided to Administrators who do not take the health insurance benefit.

SECTION K

The Board shall provide professional liability insurance coverage of not less than a one million dollar limit.

SECTION L

Each Administrator shall be entitled each school year to payment of membership dues to professional organizations appropriate to his/her administrative position not to exceed \$500 annual dues costs. Dues shall be paid directly to the organization from the school district.

ARTICLE XII

TERMINATION OF SERVICES

SECTION A

Administrators hired on or before July 1, 2004 shall qualify for payment of fifty percent (50%) of all their accumulated leave days accumulated prior to July 1, 2004 and fifty percent (50%) of their accumulated leave days accumulated after July 1, 2004 not to exceed a total payment for one hundred (100) additional accumulated leave days at fifty percent (50%) upon the retirement or death of the Administrator.

Administrators hired on or after July 1, 2004 but before July 1, 2008 shall qualify for payment of fifty percent (50%) of all their accumulated leave days not to exceed a total payment for one hundred (100) accumulated days at fifty percent (50%), upon retirement or death of Administrator.

Administrators hired on or after July 1, 2008 shall qualify for payment of twenty-five percent (25%) of all their accumulated leave days, not to exceed a total payment for one hundred twenty (120) accumulated days at twenty-five percent (25%), upon retirement or death of the Administrator.

SECTION B

An Administrator who terminates employment with the Board with at least thirty (30) days written notice shall be eligible for severance pay on the basis of pay for one-half of the accumulated days in the leave bank, up to a maximum of thirty (30) days actual pay.

SECTION C

An Administrator who is discharged or who terminates his employment without at least thirty (30) days' notice of termination, or whose work record is unsatisfactory, shall not be eligible for

benefits identified in Section A or B above. Special consideration shall be given for emergencies that may arise involving the voluntary termination of employment and the thirty (30) days' notice provision may be waived without penalty to the Administrator.

SECTION D

All payments made under the provisions of this article shall be made at the rate of pay of the last full-time assignment of the employee in the school district.

SECTION E

Calculations for per diem payment under the provisions of this article shall be based on the following:

41 Week Administrators	205 days work year
43 Week Administrators	215 days work year

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION A

A grievance is a written claim or allegation that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

SECTION B

Any Administrator with a grievance, or the Association on its own behalf, may file a written statement of the grievance with the Superintendent within ten (10) working days from the initial time of the incident giving rise to the grievance. Written grievances as required herein shall be properly filed on the Westwood Administrator Grievance Form attached to this Agreement as Appendix B.

SECTION C

Within ten (10) working days of receipt of the grievance, the Superintendent shall meet with the Administrator or his/her representative in an effort to resolve the grievance. The Superintendent shall render his/her decision, in writing, and shall deliver one copy thereof to the grievant or his representative within ten (10) working days of such meeting.

SECTION D

Should the Administrator be dissatisfied with the disposition of the Superintendent, or if no disposition is forthcoming within the time period allowed, the grievance may be appealed to the Board by filing it with its Secretary, within five (5) working days of the Superintendent's disposition or end of the time period if no disposition. The Board shall review the grievance,

affording the Administrator an opportunity to be heard, and render its decision within thirty (30) working days from receipt of the grievance.

SECTION E

Should the Administrator be dissatisfied with the disposition of the Board, or if no disposition is forthcoming within the time period allowed, the grievance may be referred to mediation by the Association by filing with the Michigan Employment Relations Commission within five (5) working days of the Board's disposition or end of the time period if no disposition.

SECTION F

In the event an Administrator's services are terminated, the Association may appeal such termination to final and binding arbitration by filing a demand for arbitration with the American Arbitration Association within five (5) working days of the mediation session. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. All hearings and the arbitrator's decision shall be in accordance with the rules and regulations of the American Arbitration Association. The arbitrator's authority shall be to interpret the provisions of the Agreement as applied to the termination and he/she shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement. The parties shall be responsible for the payment of all witnesses called on their behalf and their cost of preparation and representation. The fees and expenses of the arbitrator shall be shared jointly. No other grievances shall be appealed beyond mediation.

SECTION G

In all grievance cases, the time limits set forth in this article shall be strictly observed, except that such time lines may be extended by mutual agreement of the parties.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

SECTION A

This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Administrator contracts heretofore in effect. All future individual Administrator contracts shall be made expressly subject to the terms of this Agreement.

SECTION B

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and the Association.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION C

If any specific provision of this Agreement or any application of this Agreement be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Such provisions or applications deemed null and void shall be subject to immediate negotiation upon the request of either party.

SECTION D

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, ethnicity, national origin, age, sex or marital status, membership in the Association, participation in any normal activities of the Association, or collective professional negotiations with the Board or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Enforcement of this provision shall be pursued at the appropriate administrative agency level following failure to resolve a grievance at the district level and not subject to arbitration.

SECTION E

Copies of this Agreement shall be printed at the expense of the Board and presented to all Administrators now employed or hereafter employed by the Board.

SECTION F

Administrators shall receive one (1) year contracts of employment their initial full school year of employment, which the Board in its discretion may choose not to renew for a subsequent term, upon notice to the Administrator sixty (60) days prior to the termination date of the contract. Thereafter, Administrators shall receive two (2) year contracts of employment, which the Board in its discretion may choose not to renew for a subsequent term, upon notice to the Administrator sixty (60) days prior to the end of the two (2) year contract. Additionally, the Board shall provide notice to the Administrator prior to the end of the first year of the two (2) year contract that the Administrator's contract will be extended or not extended for an additional year. Should the Board not provide such notice to the Administrator that the Administrator's contract will not be extended, the Administrator shall receive a renewed two (2) year contract from the beginning of the second year of the previous two (2) year contract, subject to non-renewal in the same manner as the previous two (2) year contract. Before issuing a notice of non-renewal of an Administrator's contract, the Board, not less than ninety (90) days prior to the termination date of the contract, shall provide the Administrator with written notice that the Board is considering non-renewal of the Administrator's contract and a written statement of the reasons the Board is considering the non-renewal. Also, the Administrator will be provided an opportunity to meet with not less than a quorum of the Board, in open or closed session at the option of the Administrator, to discuss the reasons provided. All individual Administrator contracts of employment shall be made subject to the specific and express terms of this Agreement. Such contracts shall expressly deny the granting of tenure in the administrative capacity. Such contracts shall provide for termination of the contract upon a necessary reduction in administrative staff.

SECTION G

Nothing in this Agreement, nor the ratification of this Agreement shall be construed as conferring tenure in an administrative position to any employee covered by this Agreement.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 2007, and shall continue in effect until the 15th day of August, 2010. This Agreement shall not be extended orally and its expressly understood that it shall expire on the date indicated.

In the event student enrollment decreases below 2100 students, the Board is responsible to make all necessary reductions of staff and program equal to the loss of funds. As a last resort, the parties may enter into negotiations of only the 2009-2010 salary schedule of this contract. Otherwise, nothing will prevent the Board from fulfilling the terms of this contract.

<p>WESTWOOD ADMINISTRATORS ASSOCIATION</p> <p>By: <u><i>Sunny Kashawli</i></u></p> <p>By: <u><i>Kahet Beval</i></u></p> <p>By: <u><i>Jean Sheerberger</i></u></p>	<p>WESTWOOD COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: <u><i>John L. Rich</i></u></p> <p>By: <u><i>Janet D. Emery</i></u></p> <p>By: <u><i>Emanuel J. Minghine</i></u></p>
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APPENDIX A - SALARIES

SECTION A - SALARY SCHEDULE

FIRST SEMESTER 2007/2008		
	Step 1	Step 2
High School Principal	101,930.00	104,640.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	94,340.00	97,050.00
Asst. Principal	92,170.00	94,881.00
Curriculum Coordinator	64,337.00	64,337.00
SECOND SEMESTER 2007/2008		
	Step 1	Step 2
High School Principal	104,478.00	107,256.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	96,698.00	99,476.00
Asst. Principal	94,474.00	97,253.00
Curriculum Coordinator	65,945.00	65,945.00
2007/2008 AVERAGE BASE SALARY		
	Step 1	Step 2
High School Principal	103,204.00	105,948.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	95,519.00	98,263.00
Asst. Principal	93,322.00	96,067.00
Curriculum Coordinator	65,141.00	65,141.00
FIRST SEMESTER 2008/2009		
	Step 1	Step 2
High School Principal	104,478.00	107,256.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	96,698.00	99,476.00
Asst. Principal	94,474.00	97,253.00
Curriculum Coordinator	85,000.00	85,000.00

SECOND SEMESTER 2008/2009		
	Step 1	Step 2
High School Principal	106,985.00	109,830.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	99,019.00	101,863.00
Asst. Principal	96,741.00	99,587.00
Curriculum Coordinator	85,000.00	85,000.00
2008/2009 AVERAGE BASE SALARY		
	Step 1	Step 2
High School Principal	105,731.00	108,543.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	97,858.00	100,669.00
Asst. Principal	95,607.00	98,420.00
Curriculum Coordinator	85,000.00	85,000.00
FIRST SEMESTER 2009/2010		
	Step 1	Step 2
High School Principal	106,985.00	109,830.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	99,019.00	101,863.00
Asst. Principal	96,741.00	99,587.00
Curriculum Coordinator	85,000.00	85,000.00
SECOND SEMESTER 2009/2010		
	Step 1	Step 2
High School Principal	109,553.00	112,466.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	101,395.00	104,308.00
Asst. Principal	99,063.00	101,977.00
Curriculum Coordinator	87,040.00	87,040.00

2009/2010 AVERAGE BASE SALARY		
	Step 1	Step 2
High School Principal	108,269.00	111,148.00
Middle School Principal, Elementary School Principal, Director, Special Services Administrator	100,207.00	103,086.00
Asst. Principal	97,902.00	100,782.00
Curriculum Coordinator	86,020.00	86,020.00

SECTION B

Effective with the 1998-99 school year, Administrators who were eligible for and received longevity payments during the 1997-98 school year shall continue to receive the specific dollar amount of the longevity payment made to them for the 1997-98 school year as annual longevity payments each year for the duration of this Agreement. Administrators who were not eligible and did not receive longevity payments during the 1997-98 school year shall not become eligible for longevity payments. Those Administrators eligible for continuation of longevity payments shall receive payment in the first paycheck in December.

SECTION C

Effective with the 2007-2008 school year, for each additional semester hour of graduate credit earned at an accredited institution toward the advanced degree of Education Specialist and/or Ph.D., after obtaining the Masters Degree, which are approved by the Board of Education and turned in on or before October 15, an Administrator shall be paid seventy dollars (\$70) per approved graduate credit hour in addition to his or her base salary, not to exceed payment for forty-five (45) total credit hours toward the Education Specialist Degree and not to exceed payment for ninety (90) total credit hours toward the Ph.D. An Administrator shall be eligible only for payment of the approved graduate credits earned toward one degree, whichever is the greater amount of hours for payment.

MAXIMUM CREDIT HOURS

Rate	\$ 70/hour
MA +45/ Education Specialist	\$3,150
MA +90/ Ph.D.	\$6,300

To qualify for compensation as an additional semester hour of credit earned at an accredited institution beyond the Masters degree, the semester hour of credit earned must be one earned after acquiring the degree and after acquiring certification to teach from the Michigan Department of Education. Any semester hours of credit earned before acquiring teacher certification from the Michigan Department of Education will not qualify for compensation.

Credit hours shall be paid each year on the first regular payday in the month of March.

SECTION D

Stipend Positions

Administrators given the responsibility for the stipend positions specified below will be compensated as follows:

<u>Position</u>	<u>Stipend</u>
Athletic Director	\$6,500
Assistant Athletic Director	\$2,943
Gifted and Talented Coordinator	\$2,708
Career Programs Director	\$2,708
Community Education Director	\$2,708
Special Projects Director	2 weeks additional compensation at the Administrator's per diem salary rate.

**APPENDIX B
WESTWOOD ADMINISTRATORS GRIEVANCE FORM**

Grievance No. _____

Building _____

Date Filed: _____

Name of Grievant _____

Position _____

STEP 1

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance (Cite provisions of Agreement)

Relief Sought _____

Signature _____

Date _____

C. Date received by Superintendent _____

D. Disposition of Superintendent

Signature _____

Date _____

E. Position of Association

Signature _____

Date _____