

6/95

6/30/99

MASTER AGREEMENT

between

HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION

and

HOWELL ADMINISTRATIVE ASSOCIATION

1997-1999

(Extension of 1994-1997 Agreement)

Howell Public Schools

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All terms and conditions of the 1994-1997 collective bargaining agreement between the parties shall remain in full force and effect except as provided herein.

PREAMBLE

This Agreement, by and between the Board of Education of the Howell Public Schools (hereinafter the BOARD) and the Howell Administrative Association (hereinafter the ASSOCIATION), is entered into this 24th day of March, 1997.

ARTICLE I

RECOGNITION

Section 1

The BOARD hereby recognizes the HOWELL ADMINISTRATIVE ASSOCIATION as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative and supervisory employees including the Supervisor of Payroll/Fringe Benefits, Supervisor of Buildings and Grounds, Supervisor of Transportation, Assistant Supervisor of Transportation, Supervisor of Food Services, Building Principal, Assistant Principal, Athletic Director, Assistant Director of Community Education, but excluding the Superintendent, Deputy Superintendent, Assistant Superintendent for Labor Relations and Personnel, Assistant Superintendent for Business Services, and all non-supervisory/administrative employees.

Section 2

When the BOARD shall create or restore any administrative/supervisory classification, the parties shall meet to discuss the inclusion or exclusion of that classification from the unit.

Section 3

The term "administrator", when used herein, shall refer to all members of the bargaining unit represented by the ASSOCIATION.

Section 4

Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this Agreement, whichever occurs later, each administrator shall, as a condition of continued employment, either maintain membership in the ASSOCIATION or pay to the ASSOCIATION a service fee. The service fee shall be equal to the cost of negotiating, administering and enforcing this Agreement. The ASSOCIATION shall implement procedures to assure that service fees will not be used to support activities unrelated to negotiating, enforcing and administering the terms of this Agreement. The employer shall have no obligation to enforce this article until the ASSOCIATION has implemented a plan to assure that agency shop/service fees will be only used for purposes satisfying constitutional requirements with procedures satisfying criteria outlined in relevant case law.

Section 5

It is agreed pursuant to Act 390, P.A. 1978, that the BOARD shall deduct either: (1) initiation fees, membership dues and assessments; or (2) service fees, as required in Section 4, in amounts designated in writing by the ASSOCIATION from the pay of each administrator who has submitted to the ASSOCIATION a signed authorization. These deductions shall be made in equal installments determined by the number of payroll periods remaining in the school year at the time that notification of the amounts due is received from the ASSOCIATION. All amounts so deducted shall be forwarded to the ASSOCIATION within seven (7) days.

Section 6

The ASSOCIATION shall have the right to use school buildings and facilities for ASSOCIATION business without charge upon application on the approved building use form.

Section 7

The ASSOCIATION shall have the right to use the district's interschool mail service for communications to its members.

Section 8

The BOARD agrees to furnish, within a reasonable time, information required to be furnished under the Freedom of Information Act, the Public Employment Relations Act or any other applicable act or legislation.

Section 9

The ASSOCIATION shall be consulted prior to any changes in the evaluation procedures or instruments used by members of the ASSOCIATION in evaluating employees outside the bargaining unit who are under the supervision of any member of the bargaining unit.

Section 10

The ASSOCIATION shall be provided a copy of all individual association member contracts.

Section 11

The ASSOCIATION shall have a representative present as a member of the BOARD's negotiating team at all contract negotiations with other bargaining representatives representing employees other than administrators, who are supervised by a member or members of the bargaining unit.

Section 12

The ASSOCIATION agrees to defend, indemnify and save harmless the Howell Public Schools, its board of education, individual board members, both past and present, and its employees and agents from any demand, claim, cost, or expense of whatsoever kind or nature resulting from the implementation or enforcement of this article. The ASSOCIATION shall have the right to determine the method of defense and the right to select an attorney. The ASSOCIATION may, at its option, settle any dispute regarding this article or withdraw any legal or administrative actions commenced by it. It is further agreed and understood that any dispute between a bargaining unit member and the ASSOCIATION regarding the interpretation, administration or enforcement of this article shall not give rise to any claim against the employer by either the ASSOCIATION or bargaining unit member and, unless otherwise agreed to by the employer, shall not be subject to the grievance procedure contained in this contract.

ARTICLE II

BOARD RIGHTS

Section 1

Except as modified by the specific terms of this Agreement, the BOARD retains all rights and powers to manage the Howell Public Schools, and to direct its employees through its administrators and executive personnel. The BOARD's exercise of its powers, rights, authority and duties the adoption of policies, rules and regulations and furtherance thereof, and the use of judgement 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 2

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. These rules are subject only to the specific terms of the Master Agreement.

Section 3

Consistent with the past policy of the district, it is agreed between the parties that individual contracts of employment without administrative tenure shall be offered to the members of HAA. Failure of the individual administrator to execute said offer shall relieve Howell Public Schools of all obligations of employment under this contract to said administrator.

ARTICLE III

ADMINISTRATOR RIGHTS

Section 1

Each administrator shall have the right to make the initial determination regarding each staff member's assignment for which he/she is responsible within his/her building or department. Such assignment shall be made in accordance with BOARD policies and any applicable collective bargaining agreement covering said staff member. The administrator's initial determination regarding a staff member's assignment may be changed by the superintendent only after consultation with the administrator and the reason for the change in assignment be given in writing.

Section 2

The BOARD agrees that each administrator shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment to his/her building or department. Prior written notice of this opportunity shall be provided by sending that notice to either the administrator's office or his/her home.

Section 3

All administrators shall be accorded, in regard to their personnel file, those rights to examination, copying and comment provided under the Bullard-Plawecki Employee Right to Know Act. In addition, the administrator may exercise these rights at all reasonable times, and with an ASSOCIATION representative present, if so requested.

Section 4

Each building principal shall have the right to make the determination regarding each pupil's assignment within his/her building as long as this determination is made in accordance with the BOARD's policies and Section 380.248 of the School Code concerning the classification and promotion of pupils.

Section 5

Each building principal shall have the right to control student discipline within his/her building consistent with the law unless otherwise limited by BOARD policies and procedures concerning the discipline of students.

Section 6

All administrators shall be notified by March 1 of their administrative assignment for the upcoming year. In the event a change in assignment is contemplated anytime thereafter, the district will first consult with the affected administrator(s) and provide, in writing, the reason for such change in assignment.

Section 7

Administrators shall be entitled to ASSOCIATION representation, upon request, at an interview or conference held for the express purpose of discussing or imposing discipline.

ARTICLE IV

VACANCIES

Section 1

Vacant administrative positions, defined as restored, newly created, or those created by the departure of the incumbent, shall be posted within the school district for a period of no less than ten days.

Section 2

The posting shall, in general terms, describe the responsibilities and duties of the position and the desired and necessary qualifications. A job description will be available in the personnel office.

Section 3

All bargaining unit members who apply for this position shall be interviewed prior to applicants from outside the district.

Section 4

When school is not in session, posting shall be accomplished by mailing a copy of the posting to each administrator who has left a current address with the superintendent for this purpose. The ten days shall run from the time of mailing.

Section 5

Vacancies may be filled on a temporary basis, provided the affected administrator(s) shall be paid at the current rate for that position or his/her normal wages, whichever are greater.

ARTICLE V

PROMOTIONS

Section 1

Promotions within the bargaining unit shall be handled under the provisions of VACANCIES.

Section 2

Promotions outside the bargaining unit shall be handled under the provisions of VACANCIES, Sections 1, 2, 3 and 4.

ARTICLE VI

TRANSFERS

Section 1

A transfer is a change in assignment from within a classification or between classifications having an equal or lesser pay. An involuntary transfer for disciplinary reasons is a demotion.

Section 2

Administrators shall be permitted to transfer to vacant positions pursuant to the provisions of VACANCIES.

Section 3

No administrator shall be involuntarily transferred except when in the best interests of the district, for economic reasons, or pursuant to the provisions of REDUCTION AND RECALL.

ARTICLE VII

EVALUATIONS

Section 1

An evaluation instrument and procedures shall be established by mutual agreement between the ASSOCIATION and the BOARD. Administrators shall be evaluated pursuant to criteria and procedures mutually agreed upon between the ASSOCIATION and the BOARD. The BOARD reserves the right to evaluate administrators on the basis of other criteria, provided the ASSOCIATION is given an opportunity to discuss the criteria. If the ASSOCIATION and the BOARD do not concur after said discussion, the problem-solving procedure set forth in Article XXIV shall be invoked. Changes in the instrument, criteria and procedures shall only be implemented the succeeding July 1. All evaluations will be performed by the administrator's immediate supervisor using the same evaluation instrument.

Section 2

No final evaluation shall be prepared until after a conference between the affected administrator and his/her evaluator, during which the content of the tentative evaluation is discussed.

Section 3

Each administrator shall receive a performance review no later than the end of the first semester, and shall be evaluated at least once before the close of the school year.

Section 4

An administrator shall be permitted to have an ASSOCIATION representative present at an evaluation interview only if the administrator is notified by the evaluator that the evaluation interview may also involve or lead to discipline of the administrator.

Section 5

The administrator may prepare a response to his/her evaluation, which shall be attached to the evaluation.

Section 6

Before determining that the contract of an administrator should not be renewed or that an administrator should be discharged for reasons related to the quality of the administrator's performance (as opposed to reasons such as misconduct or the need for staff reduction), the BOARD shall offer reasonable assistance to the administrator in correcting his/her inadequacies. Reasonable assistance shall consist of the following:

1. Conferences shall be held between the administrator and his/her immediate supervisor dealing with the identified inadequacies. Suggestions for improvement may include components such as additional training, materials and/or staff assistance.
2. If inadequacies continue to exist, a formal warning, in writing, shall be issued to the administrator. The warning shall identify the perceived inadequacies and suggest time lines within which the inadequacies should be corrected. Further evaluation shall be conducted to determine whether the inadequacies persist.

ARTICLE VIII

CITIZEN'S COMPLAINTS

Section 1

In the event that a citizen should raise a complaint concerning an administrator, an employee whom he/she supervises, or a program, the citizen shall be asked to first discuss the matter with the affected administrator.

Section 2

Should the complaint remain unresolved after Section 1, the citizen, if further action is desired, shall be asked to place the complaint in writing and submit it to the superintendent.

Section 3

Upon receipt of this written or verbal complaint, the superintendent or his/her designee shall investigate the same. The specific issue(s) of the investigation will be communicated to the affected administrator(s) either orally or by confidential memorandum. No disciplinary action will be taken until the affected administrator has been given the opportunity to provide the necessary background information either orally or by confidential memorandum.

Section 4

After the completion of Section 3, the superintendent may prepare a report and may make a recommendation to the BOARD within thirty (30) working days of the date of the complaint after first communicating the contents of such report to the affected administrator(s) either orally or by confidential memorandum. The ASSOCIATION shall have the right to conduct a parallel investigation, to review the evidence, and to receive a copy of the superintendent's report at the request of the affected ASSOCIATION member(s).

Section 5

Should action adverse to the administrator be initiated as a result of the investigation, such action will be subject to the terms of the grievance procedure.

ARTICLE IX

DISCIPLINE

The BOARD agrees that any formal discipline shall be for just cause.

ARTICLE X

INDIVIDUAL CONTRACTS

Section 1

All administrators shall be employed under written individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Dates of individual contracts will vary by classification but shall not expire prior to the end of the school year.

Section 2

Administrators having at least five (5) years' service in a bargaining unit position shall be placed on a two-year contract of employment, except as limited herein, to be renewed on or before July 1 of each year for a subsequent two-year period. This provision shall not apply to any administrator whose annual evaluation of performance cites deficiency. Administrators having fewer than five years' service may be placed on a multi-year contract at the discretion of the board.

Section 3

An administrative contract shall be extended for one (1) year beyond its original expiration date unless the contract is nonrenewed in accordance with the School Code of 1976, as amended by 1979 P.A. 183.

Section 4

If the nonrenewal of an administrative contract becomes the subject of a grievance, the decision rendered at Step 4 of the grievance procedure shall be final and binding and the grievance may not be appealed beyond Step 4 of the grievance procedure.

ARTICLE XI

SENIORITY

Section 1

Seniority shall be defined as the length of continuous service in an administrative/supervisory position(s) within the district.

Section 2

In the event more than one administrator has the same amount of continuous service in administrative or supervisory position(s), the order of seniority shall then be determined by total length of service in the district since the last date of hire. In the event ties still exist, the order of seniority shall be determined by a drawing conducted by the superintendent of schools. The ASSOCIATION and the affected administrators shall be given adequate notice of the time, date and place of the drawing so that they may attend.

Section 3

An administrator shall lose all seniority in the event one of the following occurs:

1. The administrator's contract is not renewed and the administrator is not retained in an administrative, supervisory or executive level position.
2. The administrator is discharged.
3. Death, resignation or retirement of the administrator.
4. The administrator becomes permanently disabled and is placed on long-term disability.

Section 4

Administrators promoted out of the bargaining unit shall retain all seniority accrued to date.

Section 5

The BOARD reserves the right to utilize reduction in seniority as a basis of discipline as a procedural step prior to discharge (not to exceed six months).

ARTICLE XII

CREATION OR ELIMINATION OF POSITIONS

Section 1

It is agreed that the ASSOCIATION will be given the opportunity to make recommendations to the superintendent prior to the BOARD taking action to approve new administrative positions.

Section 2

All new positions within the bargaining unit shall be posted and filled in accordance with the provisions of VACANCIES. Where there is a dispute as to the exclusion or inclusion of an administrative position, that position shall be filled on an interim basis only.

Section 3

It is agreed that before any rates of pay, wages, hours or other conditions of employment are established for a new administrative position, upon the ASSOCIATION's request, the parties shall engage in collective bargaining. Interim wages, hours and working conditions may be established by the BOARD.

ARTICLE XIII

REDUCTION AND RECALL

Section 1

The BOARD reserves the sole right to determine the number of administrative personnel and to lay off, reduce staff or recall staff members.

Section 2

The reduction in staff shall take place pursuant to the following procedure:

A. Administrators Employed in Positions Requiring Certification.
The administrator who is laid off or reduced shall be the administrator with the least seniority in the classification which is being reduced. The administrator shall be entitled to be administratively placed in: (1) the nonexempt administrative position requiring certification and paying a lower salary which is held by the least senior administrator; or (2) any nonexempt administrative position requiring certification that the administrator was previously employed in at this school district, which is held by an administrator with less seniority. For positions requiring certification, the BOARD shall have the right to exempt two (2) bargaining unit members, so they are not subject to layoff. The exempt bargaining unit members shall be identified at least ninety (90) days prior to effectuation of the layoff.

B. Administrators in Positions Not Requiring Certification.
The administrator who is laid off or reduced shall be the administrator with the least seniority in the classification which is being eliminated or reduced. The administrator will be entitled to be administratively placed in an administrative position not requiring certification held by a less senior administrator, provided the administrator is qualified for that position. At the beginning of each school year, the BOARD shall notify administrators of the bargaining unit positions not requiring certification that the administrator is qualified for. This notification shall carry over from year to year, unless changed at the beginning of a school year. The administrator shall be given ninety (90) days notice of layoff.

C. Administrators employed in positions requiring certification are not entitled to be employed in administrative positions not requiring certification. Administrators employed in positions not requiring certification are not entitled to be employed in positions requiring certification.

Section 3

Any administrator who returns to the classroom due to a reduction in staff shall be paid in accordance with the provisions of the Michigan teachers' tenure act and collective bargaining agreement covering teachers provided that written notice is received prior to 90 days before the expiration of the administrator's individual contract.

or ninety (90) days prior to June 30. Any administrator who returns to the classroom due to a reduction in staff without such notice shall receive a severance allowance equal to the difference between the salary as stated in the teachers' agreement and the salary administrator would have received under this Agreement.

Section 4

Administrators who are laid off or reduced through the procedure stated in this article shall be recalled on the basis of seniority to the classification they were employed in at the time of their layoff or reduction. This right to recall shall expire two (2) years after the effective date of the layoff or recall. The BOARD reserves the right to extend this two (2) year period.

A. Notice of recall shall be sent to the administrator at his/her last known address. If an administrator fails to respond to the BOARD or superintendent of schools in writing within fourteen (14) days from the date of mailing of the recall notice, this shall constitute the irrebuttable conclusion and presumption that the administrator has quit.

B. Each administrator is responsible for keeping the Board advised in writing of any change of address, and will not be excused for failure to notify the BOARD of a change of address.

C. If an administrator who is laid off or reduced is offered any position within the bargaining unit paying a rate equal to or greater than the rate then applicable to the position held by the administrator when laid off or reduced, the administrator will lose the right to remain on the recall list and shall be considered as having quit, in the event the administrator refuses the position.

Section 5

Classifications for Positions Requiring Certification are as follows:

1. High School Principal
2. Middle School Principal
3. Elementary Principal
4. Assistant High School Principal
Athletic Director*
5. Assistant Middle School Principal
6. Assistant Director of Community Education

There are seven (7) positions grouped into six (6) classifications

Positions Not Requiring Certification

Supervisor of Food Services

Supervisor of Buildings and Grounds

Supervisor of Payroll/Fringe Benefits

Supervisor of Transportation

Assistant Supervisor of Transportation

These five (5) positions are also considered separate classifications.

*If performed by an assistant high school principal. If not, it is separate classifications.

Section 6

In the event an administrator is laid off, all rights, benefits and obligations existing by virtue of this Agreement or the administrator's individual contract shall terminate. An administrator's individual contract is subject to the terms and conditions of this Agreement.

Section 7

An administrator who loses the right to recall because of exhaustion of the recall period shall receive a severance allowance equal to one-half percent (1/2%) of the salary received by the administrator at the time of layoff, multiplied by the number of years of administrative service in the district or one thousand dollars (\$1,000) whichever is greater. Employees with less than one (1) year of service shall not be deemed eligible for this provision.

ARTICLE XIV

DUTIES AND RESPONSIBILITIES

The BOARD shall have the right, subject to the terms of this Agreement, to establish the duties and responsibilities within a job classification as long as those duties and responsibilities do not significantly change the status or nature of the assignment.

In the event an administrator believes that there has been a significant change in the status or nature of the assignment, upon request, the ASSOCIATION and the BOARD representative shall meet to discuss the change and determine whether modifications in the original assignment are warranted. Further, if the above does not result in an equitable solution, the dispute will be referred to the problem-solving committee. If the dispute remains unresolved after 30 calendar days from the date of the submission to the BOARD representative, the dispute will be referred to the last step of the grievance procedure.

ARTICLE XV

WORK SCHEDULE

Section 1

During each year of this Agreement, the administrator shall work the number of weeks designated for his/her position classification. This shall exclude all holidays and holiday periods under Section 2 of this article.

Elementary Principals - two weeks before teachers return and one week after, not to exceed 42 weeks.

Middle School Principals - three weeks before teachers return and three weeks after, not to exceed 45 weeks.

High School Assistant Principal - two weeks before teachers return and two weeks after, not to exceed 43 weeks.

Middle School Assistant Principal - two weeks before teachers return and two weeks after, not to exceed 43 weeks.

All of the above will observe the same break days provided in the calendar of the teacher's master agreement.

Supervisor of Food Service - two weeks before teachers return and one week after, not to exceed 42 weeks.

Supervisor of Nurses - one week before teachers return and one week after, not to exceed 41 weeks.

All other administrators - 52 weeks
High School Principal
Assistant Director of Community Education
Supervisor of Payroll/Fringe Benefits
Supervisor of Buildings and Grounds
Supervisor of Transportation
Assistant Supervisor of Transportation

Section 2

Administrators other than fifty-two (52) week employees shall be entitled to all holidays and holiday vacation periods as defined by the master school calendar and all other days when central office is closed. Administrators with full-year (52-week) work schedules shall be entitled to minimally the following noncumulative vacation allowance:

- 10 days per year for first and second year
- 15 days per year for third and fourth year
- 20 days per year for fifth and after

Holidays shall include New Year's Eve, New Year's Day, Good Friday,

Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve and Christmas Day.

Section 4

Vacation days shall be requested by administrators for dates which will not disrupt the program for which the administrator is responsible. All vacation days are subject to the approval of the superintendent of schools.

Section 5

For any member of the Howell Administrative Association who is entitled to an early retirement pension and has worked in this district for a period of ten (10) years and wishes to retire, the BOARD may in its discretion pay the retiree's contribution towards his/her selected state-provided health insurance coverage until he/she reaches the age of 65 and/or would be entitled to Medicare/Medicaid.

Section 6

Administrators shall not be required to report to work on Act of God days. In the event that an administrator is required by his/her supervisor to report on any Act of God day, the administrator shall be provided an equal amount of compensatory time.

ARTICLE XVI

PROFESSIONAL GROWTH

Section 1

The parties agree that programs of professional growth are essential to the well-being of the district.

Section 2

Any administrator who engages in a program of professional growth shall be permitted to arrange his/her working hours to accomplish the same as long as he/she is otherwise able to perform his/her duties and responsibilities, provided that said arrangement is submitted to the superintendent and receives his/her approval. Said approval shall not be unreasonably denied.

Section 3

The BOARD may provide program or tuition reimbursement equal to 50% of the cost to the administrator of registration, tuition and books up to a maximum of \$500 per year per administrator. In order for the course work to be considered for reimbursement, the content must be related to the individual's professional responsibilities or meet the criteria for continuing certification.

Section 4

The BOARD shall pay for each administrator the national and state dues of his/her professional organization. Such organization must be directly related to the administrator's duties.

Section 5

The BOARD agrees that administrators may take professional growth leave without pay to pursue an approved program of professional advancement. During said leave, years in district but not years in administration or years in current position shall accumulate. The right to return shall be the guarantee of a position within the district for which said administrator is eligible and qualified.

Section 6

The BOARD recognizes the importance of state and national conferences and school visitations and agrees to pay approved expenses incurred by administrators while attending approved conferences and visitations. The BOARD will endeavor to allocate funds for these purposes.

ARTICLE XVII

PROTECTION OF ADMINISTRATORS

Section 1

The BOARD and ASSOCIATION agree that it is desirable to maintain control and discipline in the schools.

Section 2

All cases involving serious abusive conduct and/or torts, including assault or battery suffered by an administrator in connection with his/her employment, shall be reported to the superintendent's office in writing within one (1) calendar month.

Section 3

The BOARD reserves the right, in its discretion, to provide an administrator with legal counsel or representation in the event civil or criminal legal proceedings are instituted against the administrator for acts or omissions of the administrator arising from the administrator's performance within the course and scope of the administrator's employment with the district.

Section 4

The BOARD shall provide liability insurance in a face amount no less than four million dollars (\$4,000,000) covering administrators, who will be cited as named insureds. Whether an administrator enjoys insurance coverage is solely dependent upon the terms of the underlying insurance policy. An administrator shall not be entitled to insurance coverage unless and until the administrator is enrolled by the insurance carrier. The BOARD's entire obligation under this provision shall be satisfied by its purchase of an insurance policy which provides coverage in the aforementioned face amount.

In the event that the BOARD is unable to purchase liability insurance in the amount of four million dollars (\$4,000,000), the BOARD shall so advise the ASSOCIATION, and shall provide the maximum amount of liability insurance available. In that event, further negotiations, limited to this article and section, shall be commenced upon request by the ASSOCIATION or by the BOARD.

Section 5

In the event an administrator is absent from his/her duties as a result of an assault upon the administrator which took place while the administrator was engaged in school activities or because the administrator is required to attend court proceedings related to the administrator's performance of his/her duties, the administrator shall receive full pay and the absence shall not be charged against the administrator's leave accumulation. In the event the administrator receives reimbursement for the assault from another source, such as insurance, the administrator's pay shall be reduced by the amount of reimbursement from the other source.

ARTICLE XVIII

SPECIAL CONFERENCES

The BOARD and the ASSOCIATION agrees that it or its designee shall meet upon the request of the other party to discuss matters relevant to the administration of this Agreement.

ARTICLE XIX

CURRICULUM

The ASSOCIATION shall be entitled to select and seat a representative on any committee or group of persons established by the BOARD to study, to make recommendations concerning, or to change the curriculum.

Percentage of Increase for the following table 2.25%

ARTICLE XX
Howell Administrative Association
SALARIES AND WAGES

	1996-97	
	Salary Range	
Elementary Principal	55,439	65,199
Middle School Principal	58,969	69,351
High School Principal	68,638	80,728
High School Assistant Principal	54,679	64,306
Middle School Assistant Principal	52,061	61,224
Asst. Dir. of Community Education	49,242	57,907
Supv. of Payroll/Fringe Benefits	33,775	39,714
Supervisor of Buildings/Grounds	36,798	43,268
Supervisor of Transportation	36,798	43,268
Asst. Supv. of Transportation	34,865	40,995
Supervisor of Food Services	26,067	30,644
K-12 Technology Coordinator	57,520	

A large, stylized handwritten signature in black ink, located in the lower right quadrant of the page. The signature is cursive and appears to be a name with a long horizontal stroke extending to the right.

MEANS OF CALCULATING SALARY IMPROVEMENT FOR 1997-1998
AND 1998-1999

STUDENT FOUNDATION GRANT ALLOWANCE (SFGA)

SFGA is the basic per-pupil foundation allowance as described in Section 20 as 1 and 2 of Public Act 336. For the purposes of the calculation of the percent increase to be applied to Schedule A salaries in 1997-98 and 1998-99, this shall be the only factor used in said calculation. Excluded shall be revenues from categorical funds, grants, FTE growth and/or all other sources of revenues to the district.

The anticipated grant for 1996-97 is \$5,338 per pupil.

The calculation for the increase in the salary Schedule A for 1997-98 and 1998-99 shall be as follows:

In 1997-98:

$$[\text{SFGA } 1997-98^* - \text{SFGA } 1996-97^{**}] - \text{SFGA } 1996-97^{**} \times .75 = \text{percent to be applied to the } 1996-97 \text{ salary schedule}$$

In 1998-99:

$$[\text{SFGA } 1998-99^{***} - \text{SFGA } 1997-98^*] - \text{SFGA } 1997-98^* \times .75 = \text{percent to be applied to the } 1997-98 \text{ salary schedule}$$

The resulting percentage change shall then be applied to Schedule A (base salary schedule) of the previous year.

If the SFGA 1997-98 or SFGA 1998-99 does not increase over the previous year SFGA, there shall be no improvement to the salary schedule. There will be no decrease in the 1997-98 or 1998-99 salary schedules however. There shall be no upward limit to the percent increase if there is an increase in the SFGA in 1997-98 and or 1998-99.

*Determined as soon as the Michigan legislature adopts the final state aid bill for 1997-98.

**As adjusted by the state of Michigan and determined no later than June 30, 1997.

***Determined as soon as the Michigan legislature adopts the final state aid bill for 1998-99.

ARTICLE XXI

LEAVES OF ABSENCE

Section 1 - Sick Leave

Each year each administrator shall be granted paid sick leave (income protection) equal to the number of weeks per year reflected in his/her individual contract. Sick leave shall not accumulate from year to year. An administrator shall be entitled to use sick leave if he/she has a personal illness or disability preventing the administrator from performing the duties of his/her position. An administrator shall also be entitled to use sick leave if it is necessary for the administrator to be temporarily absent in order to arrange for the care of a member of the administrator's immediate family who is ill or disabled. For purposes of this section the term "immediate family" shall be defined as the administrator's spouse, parent, parent-in-law, sibling, grandchild, stepchild or child. Income protection beyond the provisions of this section shall be provided by the district through the long-term disability plan provided pursuant to Article XX of this Agreement.

Section 2 - Jury and Court Leave

Administrators shall be excused with pay for jury duty or if the administrator is subpoenaed to attend any judicial or quasi-judicial proceeding as a witness, provided, however, this provision shall not apply in the event the judicial or quasi-judicial proceeding involves a labor dispute with the ASSOCIATION or any member of the ASSOCIATION. The administrator shall reimburse the district an amount of money equivalent to the pay received for jury duty.

Section 3 - Funeral Leave

Each administrator shall be entitled to leave with pay in the following cases:

- a. Death in the immediate family of the administrator and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandmother, grandfather, child, wife, or husband, stepchild, stepparents, inlaws or any person for whom the administrator and/or spouse serves as a legal guardian.
- b. Death of other relative or member of the household or a member of the administrator's staff for a period not exceeding one (1) day.

Section 4 - Personal Leave and Personal Business Leave

Each administrator shall be entitled to two (2) days personal leave per year which may be taken upon advance notification to the supervisor. Each administrator shall be entitled to two (2) additional personal business days per year. Personal business days may not be used to extend vacation or holidays, to seek other employment, or for vacation purposes. An administrator desiring to use personal leave or personal business days shall make a request to his/her immediate supervisor at least two (2) days in advance. In the event of an emergency, this advance notification requirement is not necessary. The aforementioned leave days shall be nonaccumulative.

Section 5 - Child Care Leave

Administrators shall be granted child care leave for up to one (1) year, upon request. Child care leave shall be without pay. The administrator shall be entitled to return to work in his/her position unless the administrator is placed on layoff status in accordance with this agreement.

Section 6 - General Leave

An administrator may, upon request, be granted an unpaid leave of absence. In making a request, the administrator shall specify the requested commencing and ending date of the leave. The BOARD may require a leave to commence and end at logical points in the school year. The administrator has the right to decline a requested leave of absence in the event the commencing and ending dates established by the BOARD are different than those requested. The administrator shall be entitled to return to his/her prior position at the end of the leave, provided that the position still exists and subject to the provisions of this contract regarding layoff.

Section 7 - General

Approved leaves of absence shall not constitute an interruption in service or seniority.

ARTICLE XXII

BENEFITS

The following benefits shall be provided to all current bargaining unit members, and made available on a full-family basis. At the option of the district, as of October 10, 1994, new administrators shall receive no less than single coverage of Super Care I. All other benefits will be full-family coverage.

MESSA Super Care I or any health care plan selected by the BOARD which provides same or greater benefit.

Delta Dental 90/100 with Orthodontic Rider 1700

MESSA Vision Service Plan 2

Term Life Insurance in an amount equal to twice the administrator's annual salary rounded off to the nearest thousand dollars (\$1,000).

SET Long-Term Disability Plan Group G5050-5, Sub Group 000, underwritten by Mutual Benefit Insurance Company or any long-term disability plan selected by the BOARD which provides same or greater benefit. Any alternative program must have an A or better rating.

The district shall not be responsible for insurance coverage for any time the employee is not enrolled by the carrier, nor shall the district be responsible in the event a dispute arises concerning whether the applicable insurance provides a particular benefit.

ARTICLE XXIII

NONDISCRIMINATION

The BOARD shall not, directly or indirectly, discriminate against any member of the ASSOCIATION in regard to wages, hours, or working conditions or in the application of the provisions of this Agreement by reason of race, creed, religion, color, national origin, handicap, age, sex, marital status, political beliefs or union membership.

ARTICLE XXIV

PROBLEM SOLVING

First, a sincere attempt should be made to resolve the identified concern between the individual having such concern and his or her immediate supervisor.

Second, if step one proves to be nonproductive, then in order to foster cooperative communications in an open, objective manner, and in order to: (1) preserve sound educational principles; (2) protect the integrity of our staff; and (3) to safeguard the welfare of the overall school district, we propose the formation of an ongoing problem-solving committee comprised of the following:

- two (2) ASSOCIATION members;
- two (2) senior management representatives; and
- one (1) BOARD member,

all of whom would be disinterested parties when convened, with respect to the particular matter brought to its attention.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 1

The term "grievance" is hereby defined to mean a complaint by an administrator or the ASSOCIATION, alleging that there has been a violation of the express terms of this Agreement.

Section 2

STEP 1:

A bargaining unit member may initiate a grievance by first discussing the matter with his/her immediate supervisor. This discussion must take place within five (5) days of the date the incident upon which the grievance is based. An ASSOCIATION representative shall be provided upon request. If the grievance is not satisfactorily resolved at Step 1, within five (5) days of the discussion, it may be submitted to Step 2 by the ASSOCIATION.

Section 3

STEP 2:

Within ten (10) days of the supervisor's verbal response at Step 1, the ASSOCIATION shall submit to that supervisor a written grievance. The written grievance shall comply with the following requirements:

- A. It shall be signed by the individual administrator (or administrators) and by the authorized ASSOCIATION representative.
- B. It shall be specific.
- C. It shall contain a synopsis of the facts giving rise to the alleged violation.
- D. It shall specifically cite all sections or subsections of this Agreement alleged to have been violated, and shall explicitly state how the grieved action is violative of such provisions.
- E. It shall contain the date of the alleged violation.
- F. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.

If the supervisor desires, a grievance hearing shall be held at Step 2 between the ASSOCIATION and the supervisor within seven (7) days of the submission of the written grievance. Within ten (10) days of the date the written grievance was originally submitted to the supervisor, the supervisor shall provide the ASSOCIATION with a written response to said grievance. If the response received at Step 2 is unacceptable to the ASSOCIATION, the appeal to Step 3 must be made by submitting the written grievance to the superintendent of schools within ten (10) days of the supervisor's written response at Step 2.

Section 4

STEP 3:

Within seven (7) days of the appeal at Step 3, a grievance hearing shall be held between the ASSOCIATION and the superintendent or the superintendent's designee. Within seven (7) days of said hearing, the superintendent or his/her designee shall provide the ASSOCIATION with his/her response to the grievance. If the response received at Step 3 is unacceptable to the ASSOCIATION, the grievance may be appealed to Step 4 by the ASSOCIATION. The appeal to Step 4 must be made by filing the written grievance with the BOARD within ten (10) days of the superintendent's response at Step 3.

Section 5

STEP 4:

After receiving the written grievance, the BOARD, in its discretion, shall refer the grievance to a committee or hold a hearing concerning the grievance, or simply consider the grievance without holding a hearing. The disposition of the grievance shall be made no later than two (2) weeks after the date of the next regular meeting of the BOARD following the date when the grievance was submitted to the BOARD.

Section 6

STEP 5:

In the event the BOARD's disposition of the grievance is unacceptable, the grievance may be appealed to arbitration only if both the ASSOCIATION and the aggrieved administrator(s) jointly authorize an appeal in writing. To proceed to arbitration, a Demand for Arbitration must be filed with the American Arbitration Association no later than twenty (20) days from the date of the written decision at Step 4. Unless the superintendent of schools and the ASSOCIATION agree upon a mutually acceptable arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall also govern the arbitration proceedings.

Section 7

POWERS OF THE ARBITRATOR:

1. It shall be the function of the arbitrator to make a decision whether there has been a violation of an express provision of this Agreement.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

3. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall not substitute his discretion for that of management.

4. Unless otherwise agreed to in writing, an arbitrator shall have power to hear or determine only a single grievance in a single arbitration hearing.

5. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing.

6. The arbitrator shall have no authority to hear a grievance which has not been filed or appealed within the time limits specified by this Agreement. The arbitrator shall be barred from circumventing these contractual time limits by deeming a grievance to constitute a "continuing" violation of this Agreement.

7. An arbitrator shall not have jurisdiction to hear a matter which does not constitute a grievance within the meaning of this Agreement, or which is excluded from the grievance procedure.

Section 8

GENERAL PROVISIONS:

A. All reference to "days" in this article shall be working days. Working days shall mean any day that the school district is open for business.

B. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.

C. In the event a grievance is not filed within the time limits specified by this Agreement or in the event a grievance is not appealed within the time limits, the grievance shall conclusively be deemed to have been waived. This shall preclude the filing of another or similar grievance.

D. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall constitute a denial of the grievance so it can be advanced to the next step.

E. It is understood and agreed that this grievance procedure shall not apply to the following matters:

1. The nonrenewal of an administrator's contract;
2. Any dispute involving the content of an administrator's evaluation;
3. Any matter involving a subjective determination by an administrator's supervisor;
4. Any matter within the jurisdiction of a state or federal agency, or any matter involving a subject which is also covered by state or federal law;
5. The arbitrator shall have no power or authority to modify discipline.

ARTICLE XXVI

VALIDITY OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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.

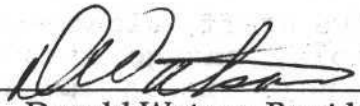
ARTICLE XXVII

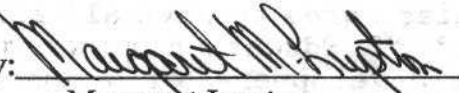
DURATION OF AGREEMENT


This Agreement shall be effective as of October 10, 1994, and shall remain in full force and effect until midnight June 30, 1997.

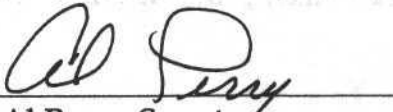
At least sixty (60) days prior to the termination of this Agreement either party may give the other party notice, by registered mail, of its desires to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor 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.

The provisions of the agreements contained herein shall be effective on March 24, 1997, and shall continue in full force and effect until June 30, 1999.

By: 
Donald Watson, President
H.A.A.

By: 
Margaret Lupton,
Board of Education

By: 
Robert Ball, Secretary
H.A.A.

By: 
Al Perry, Secretary
Board of Education

ADDENDUM

MEMORANDUM OF UNDERSTANDING
BETWEEN
HOWELL PUBLIC SCHOOLS
AND
HOWELL ADMINISTRATIVE ASSOCIATION

The parties agree to have all administrative staff, along with as many Board of Education members as possible, engage in the training and development of a problem solving/decision making model. The purpose of this process would be to address issues that either party determines to be of interest or concern during the term of this contract. The school district, at its expense, will provide the training necessary to implement such a model.

