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6/30/2005

MASTER AGREEMENT

between

HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION

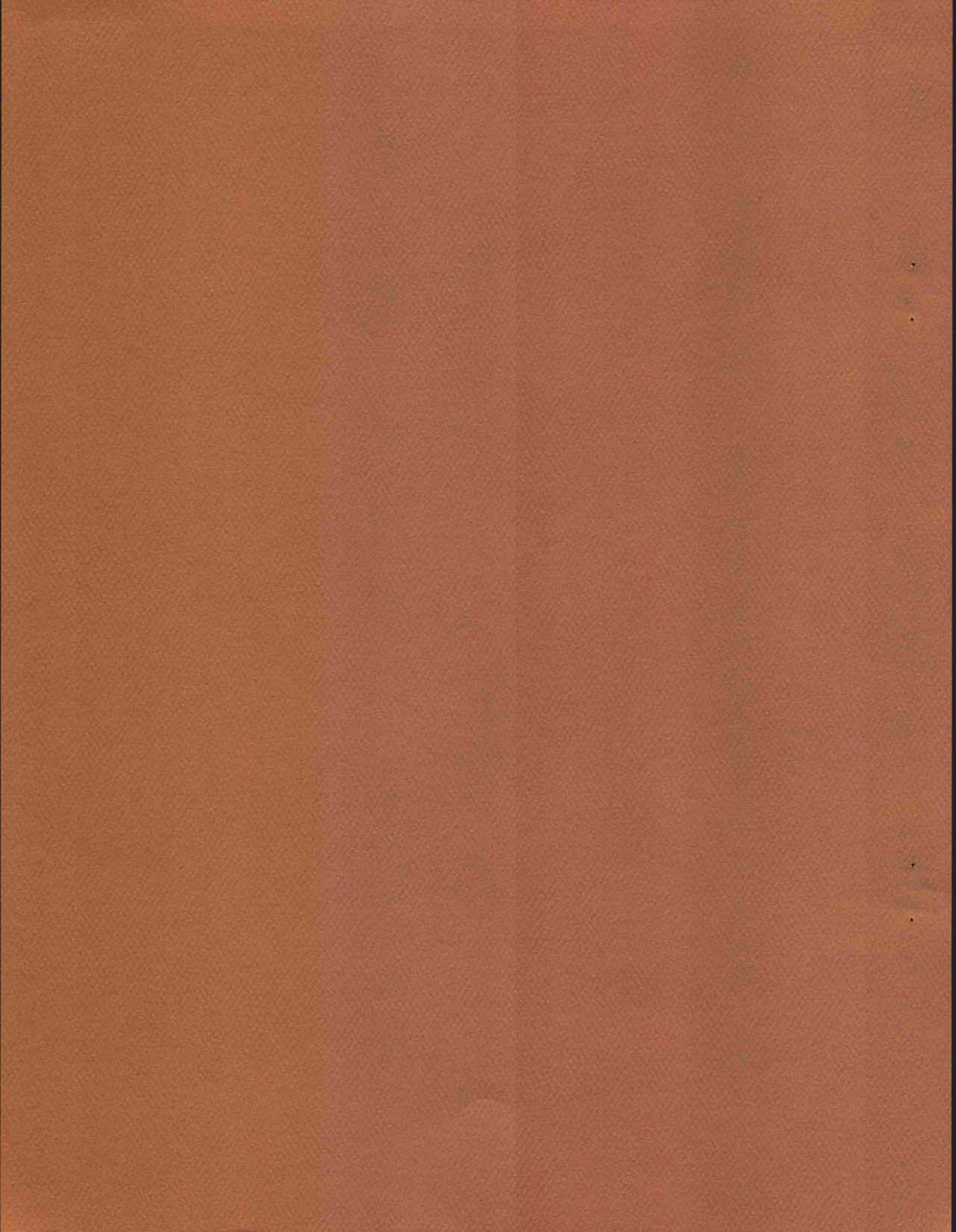
and

HOWELL ADMINISTRATIVE ASSOCIATION

1999-2005

*Howell Public Schools*





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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 28th day of June, 1999.

## 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, Aquatics Director, Director of Child Care, Supervisor of Financial Services, Network Supervisor, but excluding the Superintendent, Assistant Superintendents, Director of Technology and Director of Community Education and Communications and all other 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

The parties acknowledge that a pilot evaluation procedure is in place for the year 1998-1999, and agree to review that pilot for possible implementation or alteration effective with the school year 1999-2000.

#### 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

### CITIZENS' 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 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

There are six (6) positions grouped into five (5) 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 days designated for his/her position classification. This shall exclude all holidays and holiday periods under Section 2 of this article.

Elementary Principals - 212.3 days, to be scheduled collaboratively and with approval of supervisor.

Middle School Principals - 222.3 days

High School Assistant Principals - 217.3 days, to be scheduled collaboratively and with approval of supervisor.

Middle School Assistant Principals - 217.3 days, to be scheduled collaboratively and with approval of supervisor.

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

Supervisor of Food Services - 212.3 days, to be scheduled collaboratively and with approval of supervisor.

All other administrators - 52 weeks

- High School Principal
- Supervisor of Payroll/Fringe Benefits
- Supervisor of Buildings and Grounds
- Supervisor of Transportation
- Assistant Supervisor of Transportation
- Aquatics Director
- Child Care Director
- Supervisor of Financial Services
- Network Supervisor

## Section 2

The high school principal shall be entitled to twenty (20) days' vacation annually. All other fifty-two (52)-week supervisory employees shall be entitled, minimally, to the incremental annual vacation time listed below, it being understood that vacation time credit shall be given for supervisory time served in other school districts:

- Year 1 - 10 days
- Year 2 - 12 days
- Year 3 - 16 days
- Year 4 - 18 days
- Year 5 - 20 days

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

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 and 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.

ARTICLE XX

SALARIES AND WAGES

Effective July 1, 1999, total compensation shall be calculated based upon the following factors:

- Index
- Experience
- Degree
- Howell Public Schools Service
- Bonus/Longevity

Base Pay Index

The base pay index is the weight given to each administrative/supervisory position relative to the MA+30 maximum salary set forth in the Howell Education Association collective bargaining agreement. The indexed calculation yields the base salary amount as follows:

<u>Position</u>	<u>Percentage</u>
High School Principal	1.35
High School Assistant Principal	1.1
Athletic Director	1.1
Middle School Principal	1.2
Middle School Assistant Principal	1.09
Elementary Principal	1.11
Network Supervisor	1.13
Supervisor of Financial Services	0.94
Payroll Supervisor	0.65
Supervisor of Buildings and Grounds	0.85
Supervisor of Custodial Services	0.6
Supervisor of Transportation	0.75
Assistant Supervisor of Transportation	0.6
Supervisor of Food Services	0.65
Director of Child Care	0.6
Aquatic Director	0.6

For the first three (3) years of employment in a Howell Public Schools administrative/supervisory position, base pay shall be equal to the weight calculation less two thousand dollars (\$2,000). Commencing with the fourth year of service, base pay for administrators shall be equal to the weight calculation. For supervisors, base pay shall be equal to the weight

calculation for years four (4) through seven (7). Commencing with the eighth year of service and thereafter, one thousand dollars (\$1,000) shall be added to the weight calculation for supervisors.

#### Experience

The experience factor calculation is also based upon the MA+30 maximum teacher salary. Experience is defined as time served in an administrative/supervisory position, regardless of the location of the service. For administrators in the first three (3) years of experience, the index factor shall be .01 percent. For years four (4) through six (6), the index factor shall be .02 percent. Commencing with the seventh year of service, and thereafter, the experience factor shall be .03 percent. The dollar amount of the experience factor shall be added to the base salary.

The experience factor for supervisors shall be the same as applied to administrators through the sixth year. For years seven (7) through nine (9) the experience factor shall be .03 percent. Commencing with the tenth year and thereafter, the experience factor shall be .04 percent.

#### Degree

Degree credit factors are calculated in the same manner as base pay and experience. Degreed (B.A. or B.S.) or Associate degree supervisors shall be credited with a degree factor of .01 percent. For administrators, a specialist degree carries a salary credit of .01 percent. The factor for an Ed.D. degree shall be .015 percent, and a factor of .02 percent shall apply to those holding a Ph.D.

#### Howell Public Schools Service

Howell Public Schools service credit factors are calculated in the same manner as all other factors contained in this Article. For administrators serving in years one (1) through three (3) the factor shall be .01 percent, with a .02 percent factor for years four (4) through six (6) and a factor of .03 percent commencing with year seven (7) and thereafter.

Factors applying to supervisory positions shall be .01 percent for years one (1) through three (3); .02 percent for years four (4) through six (6); .03 percent for years seven (7) through fourteen (14); and .04 percent commencing with year fifteen (15) and thereafter.

#### Bonus/Longevity

Using the same index factor system described above, administrators/supervisors serving from one (1) through three (3) years in a Howell Public Schools administrative/supervisory position will be

allocated an amount equal to a factor of .04 percent annually. That annually allocated amount shall be held by the district and payable as a bonus only at the conclusion of three (3) full years of service. Any administrator/supervisor who severs employment in a bargaining unit position prior to the conclusion of the full three (3)-year period shall forfeit all bonus money set-aside.

For years four (4) through six (6) the factor set-aside shall be equal to .05 percent per year, payable as a bonus only at the conclusion of the sixth year of service. Should an administrator/supervisor fail to complete the sixth year, the three (3)-year set-aside shall be forfeited.

Commencing with the seventh year of service, administrators/supervisors shall be eligible for a longevity factor of .06 percent, payable annually in June, or upon termination or retirement, at which point the payment would be prorated.

In the event that an administrator/supervisor fails to fulfill the required three (3)-year service cycle because he/she has retired through the Michigan Public School Retirement Program, the administrator/supervisor will be eligible for the pro-rata portion of the bonus payment earned to the date of retirement.

## ARTICLE XXI

### LEAVES OF ABSENCE

#### Section 1 - Sick Leave

Each administrator shall be granted sick leave (not to exceed sixty days in any contract year), sufficient to continue him/her in a paid status to the point at which the district's short-term disability policy takes effect. Sick leave shall not accrue to the administrator.

In the event that an administrator has exhausted all available sick leave, and provided he/she has qualified for the Short Term Disability program, the district shall furnish further sick leave coverage only to the extent required in order for Short Term Disability payments to commence. No administrator shall be provided such additional sick leave more than two (2) times during the life of this six (6)-year contractual agreement.

An administrator shall also be granted sick leave in order to arrange for the care of a member of the administrator's immediate family who becomes ill or disabled. Such leave shall be planned with and subject to the approval of the administrator's immediate supervisor. 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.

The district, at its expense, shall provide members of the bargaining unit short-term disability insurance coverage at eighty-five percent (85%) of salary. The short-term coverage commences as of the sixty-first calendar day of absence through the one hundred eightieth-calendar day of absence. The long-term disability coverage commences as of the one hundred eighty-first-calendar day of absence at 70% with a catastrophic rider.

For the duration of the short-term disability payment, and for the first six (6) months of the long-term disability payment, all compensation paid to the disabled employee shall be issued through the Howell Public Schools payroll department (it being understood that the district shall be reimbursed in the same amount by the insurance carrier). The district shall continue all insurances for a period of twelve (12) months, beginning at the time that the short-term disability takes effect. Health insurance shall be continued for an additional twelve (12)-month period. All coverage under this section shall be subject to the underwriter's guidelines.



## 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, in-laws 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. After three (3) years in position, the high school principal will receive one (1) additional personal business day. All other administrators and supervisors will receive one (1) additional personal business day after having served seven (7) years in a bargaining unit position.

## 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 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 class I and II limits of three thousand dollars (\$3,000) annually, and with a three thousand dollar (\$3,000) Orthodontic Rider

MESSA VSP III Plus

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. All members of the bargaining unit shall be offered the same Flexible Spending Account program as is provided in the teachers' collective bargaining agreement.

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 (1) 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 (1) 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 June 28, 1999, and shall remain in full force and effect until midnight June 30, 2005.

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 June 28, 1999, and shall continue in full force and effect until June 30, 2005.

By: SR Wanyt  
President, H.A.A.

By: Mark R. ...  
President, Board of Education

By: L. Douglas P...  
Secretary, H.A.A.

By: Matthew J. ...  
Secretary, Board of Education



