

MASTER AGREEMENT

between

HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION

and

HOWELL ADMINISTRATIVE ASSOCIATION

2016 - 2019

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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 25th day of July 2016.

ARTICLE I

RECOGNITION

Section 1

The BOARD hereby recognizes the HOWELL ADMINISTRATIVE ASSOCIATION as the exclusive bargaining representative pursuant to the Michigan Public Employment Relations Act, MCL §423.201 *et seq.* for all administrative and supervisory employees including the Director of Finance, Supervisor of Buildings and Grounds, Supervisor of Transportation, Assistant Supervisor of Transportation, Director 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

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 5

The Association’s use of email, internet and technology resources must comply with the District’s Acceptable Use Policy and/or any applicable user agreements.

Section 6

The ASSOCIATION shall have the right to use the district’s interschool mail service for communications to its members. The Association’s use of interschool mailings shall not violate the Michigan Campaign Finance Act.

Section 7

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

Section 8

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

Section 9

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 10

The ASSOCIATION shall have a representative present as a member of any committee or group of persons established by the BOARD to study, to make recommendations concerning and/or to change curriculum, facilities use or any issue impacting the building or employees supervised by a member or members of the bargaining unit.

Section 11

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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. The ASSOCIATION recognizes these management rights as conferred by the laws and Constitution of the State of Michigan and of the United States.

Section 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 building principal shall have the right to determine the specific class schedule/grade level of each teacher assigned to his/her building, provided however that all assignments be consistent with certification, qualification, "highly qualified" standards and/or other legislative or funding requirements that may apply. 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(s) for the change in assignment will be provided 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 afforded, in regard to their personnel file, 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.

Section 5

Each building principal or designee 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 or on the same day as applicants from outside the District.

Section 4

Postings shall be sent to ASSOCIATION members via District email. 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 and an advance copy will be sent via District email. The ten days shall run from the time of emailing.

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

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. The complaint shall be called to the administrator's attention within five (5) workdays.

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.

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).

ARTICLE VI

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

Each administrator shall be placed on a three (3) year contract of employment.

Section 3

An administrator who is rated as "effective" or "highly effective" on his/her year-end evaluation shall have his/her contract automatically extended for an additional one (1) year. In no event will an administrator's contract exceed three (3) years.

Section 4

An administrator's contract shall be extended for one (1) year beyond its expiration date unless the contract is non-renewed in accordance with Section 1229 of the Revised School Code.

Section 5

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 VII

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.

ARTICLE VIII

REDUCTION AND RECALL

Section 1

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

Section 2

Classifications for Positions Requiring Certification are as follows:

1. High School Principal
2. Middle School Principal
3. Elementary Principal
4. Assistant High School Principal
5. Athletic Director
6. Assistant Middle School Principal

Positions Not Requiring Certification

1. Director of Food Services
2. Director of Finance
3. Supervisor of Buildings and Grounds
4. Supervisor of Transportation
5. Assistant Supervisor of Transportation

These positions are considered separate classifications.

Section 3

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.

ARTICLE IX

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 X

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 the superintendent.

Middle School Principals – 222.3 days, to be scheduled collaboratively and with the approval of the superintendent.

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.

Director of Food Services – 212.3 days, to be scheduled collaboratively and with approval of supervisor.

All other administrators – 52 weeks

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

Section 2

Vacation time for those hired outside the district shall be a standard 20 days for each 52 week employee; those who bring internal Howell Public Schools supervisory experience shall be credited with that time with placement on the proposed scale of

experience and days, below, it being understood that vacation time credit shall be given for supervisory time served in other school districts.

Years 1 – 6	20 days
Years 7 – 8	21 days
Years 9 – 10	22 days
Year 11 – 12	23 days
Years 13 – 14	24 days
Years 15 +	25 days

Holidays shall include Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving; Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day.

Section 3

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 4

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 XI

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 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 XII

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 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.

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 XIII

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 XIV

SALARIES AND WAGES

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 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	1.50
High School Assistant Principal	1.1
Athletic Director	1.2
Middle School Principal	1.2
Middle School Assistant Principal	1.09
Elementary Principal	1.11
Network Supervisor	1.13
Director of Finance w/ CPA	1.08
Director of Finance w/o CPA	0.90
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
Director 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 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 1 percent. For years four (4) through six (6), the index factor shall be 2 percent. Commencing with the seventh year of service, and thereafter, the experience factor shall be 3 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 3 percent. Commencing with the tenth year and thereafter, the experience factor shall be 4 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/directors shall be credited with a degree factor of 1 percent. For administrators, a specialist degree carries a salary credit of 1 percent. The factor for an Ed.D. degree shall be 1.5 percent, and a factor of 2 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 1 percent, with a 2 percent factor for years four (4) through six (6) and a factor of 3 percent commencing with year seven (7) and thereafter.

Factors applying to supervisory positions shall be 1 percent for years one (1) through three (3); 2 percent for years four (4) through six (6); 3 percent for years seven (7) through fourteen (14); and 4 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 4.5 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. The bonus amount reserved for the first year in an administrative position will be prorated according to the number of days worked versus the number of days designated for the position classification. 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 5.5 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 6.5 percent.

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.

Salaries and wages for 2016 - 2019 Contract

All ASSOCIATION members will receive a 1% increase of the "Contract Amount" total for each year of the agreement.

All ASSOCIATION members will receive a \$750.00 off-schedule payment for each year of the agreement payable in a lump sum during the month of July.

ARTICLE XV

LEAVES OF ABSENCE

Section 1 – Sick Leave

Upon hire into an administrative position each administrator shall be granted thirty (30) days banked sick leave. Each July 1 thereafter, each administrator shall be granted an additional twelve (12) days sick leave with a maximum accumulation of ninety (90) days. There is no payout of sick leave days banked on termination.

A. Flex Time

In the event that an administrator has an absence during the work day for sick leave or family illness that requires two (2) hours or less, the administrator may “flex” his/her time to make up for the two (2) hours or less during the same payroll period in which the absence occurred. In all instances wherein flex time is utilized, administrators must have written approval from their immediate supervisor. The administrator will submit the absence via the online leave request system indicating the name of the point of contact (e.g., Lead Teacher or other Administrator) for his/her building and/or department during the absence. Written approval should be acquired before the two (2) hour or less absence occurs except in emergent circumstances. If the time cannot be made up within the same payroll wherein it was taken, then the administrator must take one-half (½) day’s sick leave.

B. Short Term Disability

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.

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, domestic or life partner, 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.

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, domestic or life partner, 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 Business Leave

Each administrator shall be entitled to four (4) days personal business leave per year which may be taken upon advance notification to the supervisor. 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. Each administrator may accumulate personal business leave days up to a maximum of six (6) days. Unused personal business days are not eligible for payout upon termination of the administrator's employment.

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 XVI

BENEFITS

Members of the bargaining unit shall be covered by: MESSA (\$10 OV) Choices II (PAK A) (\$500/\$1,000) or comparable coverage. PAK A package includes: Delta Dental Class I, II, III (100%, 90%, 90%), Vision VSP 3+ and LTD at 70% to monthly max \$8,000.

The district shall comply with the hard cap provision set forth in Public Act 152 of 2011.

The district shall pay for medical benefit expenditures each year not to exceed the hard cap limits in PA 152 for: single subscribers, employee plus spouse, and full family coverage for full time employees.

Employees who are insured through this program shall contribute the amount that exceeds the hard cap limit. These contributions shall be payroll-deducted.

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

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 XVII

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 XVIII

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 XIX

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.
8. Prohibited subjects of bargaining under the Public Employee Relations Act (PERA) are not subject to an arbitrator's review.
9. The arbitrator's decision shall comply with the procedural and substantive provisions of the Michigan Uniform Arbitration Act.

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 XX

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.

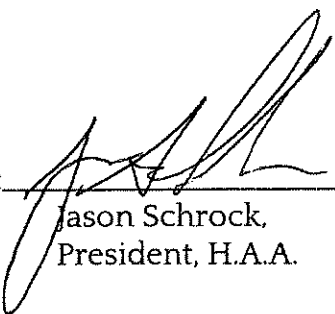
Section 4

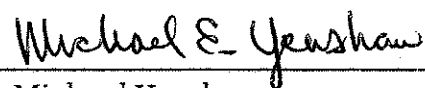
An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify or termination this Agreement as provided in the Local Financial Stability and Choice Act (2012 Public Act 436).

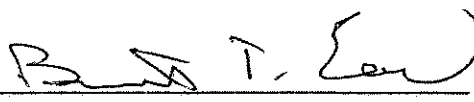
ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective July 25, 2016 and remain in full force until midnight of June 30, 2019.

By: 
Jason Schrock,
President, H.A.A.

By: 
Michael Yenshaw,
President Board of Education

By: 
Brent Earl,
Secretary, Board of Education