

Huron School District

*Huron
Administrators'
Association*

Collective
Bargaining
Agreement

July 1, 2007 to June 30, 2010

HURON ADMINISTRATORS' ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

Article 1

RECOGNITION

The Huron Board of Education of the Huron school District, hereinafter called the Board, recognizes the Huron Administrators' Association, hereinafter called the Association, in accordance with the applicable provisions of Act 379 of Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for the following personnel employed by the Board in administrative positions:

Principals
Assistant Principals

This agreement further recognizes the rights of both the Huron Board of Education and the Huron Administrators' Association.

Article II

ASSOCIATION MEMBERSHIP

- A. All Administrators covered in this Agreement, as a condition of employment, shall pay union dues or a representation fee to the Association by September 1, or within ten days of hire – whichever is later.
- B. In the event that an Administrator shall not comply with this Article, the Board shall, at the request of the Association, terminate the employment of such Administrator. The parties expressly recognize that the failure of any Administrator to comply with the provision of this Article is just and reasonable cause for discharge from employment.

Article III

PERSONNEL FILE

All Administrators shall be accorded, in regard to their personnel file, those rights to examination, copying and comment provided by law.

ARTICLE IV

STAFF SELECTION

- A. The administrator will have the opportunity to interview and to make a recommendation concerning all personnel, certified or non-certified or non-instructional, that are being considered for assignment to his/her building. If the Administrator is not available to interview and make recommendations concerning the above personnel, the Superintendent of Schools will complete this task in conformance with the hiring policies of the Board.
- B. The Administrator will be held responsible for the evaluation of the personnel assigned to his/her building.

ARTICLE V

STAFF VACANCIES

Any Administrator in the school district may apply for any position posted in the district. Providing the applicant meets the requirements of the position, s/he shall be granted an interview. If all qualifications are equal, as determined by the Board without malice or prejudice, s/he shall be granted the position.

ARTICLE VI

TRANSFERS

Any Administrator involuntarily transferred from one administrative position to another shall not suffer from a loss of wages for a period to extend through the school year.

ARTICLE VII

TENURE

While it is agreed that there is not tenure for Administrators in administrative positions, it is agreed that Administrators do retain the right to return to the classroom at their appropriate level in conformance with the Michigan Teacher Tenure Act. Administrators hired after April 24, 2008 will only have teacher tenure in the district if it was earned as a teacher in the Huron School District.

ARTICLE VIII

NO STRIKE CLAUSE

The Association agrees that its membership will comply with the provisions of this agreement so that a harmonious and cooperative relationship shall prevail. The Association will not sanction, approve or permit its membership to cause, nor will any members of the bargaining unit take part in, any strike, work stoppage, "chalk board flu" or any curtailment of duties as specified in the job descriptions.

ARTICLE IX

EVALUATION

Section 1. Tenure Status:

Administrators shall not be granted tenure in their administrative capacities. Each contract executed between the Board and individual Administrator shall contain a provision which excludes that Administrator from obtaining tenure in any administrative position.

Section 2. Probationary Status:

- A. There is hereby established an administrative probationary period. Administrators new to this bargaining unit shall serve a two {2} year probationary period in any position assigned in the Huron School District. During the probationary period, the Administrator shall not be entitled to more than a two {2} year contract.
- B. By March 1 of each probationary year, the Superintendent or his designee shall provide the Administrator with a definite written statement as to the quality of his/her work and further state what recommendation the Superintendent will be making to the Board with reference to that individual's future employment in an administrative position.

Section 3.

- A. Each non-probationary Administrator will be issued an individual contract by the Board which will be inclusive of this agreement. The individual contract shall be for a period of time as determined by the Board with input from the Superintendent.

- B. Notification of non-renewal of an Administrator's contract shall be given in writing at least sixty {60} days before the contract termination date or the contract is renewed for an additional {1} year period.
- C. A notification of non-renewal of contract of an Administrator may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of non-renewal under this section unless the affected person has been provided with not less than 30 days advance notice that the Board is considering the non-renewal. After the issuance of the written statement, but before the non-renewal statement is issued, the affected person shall be given the opportunity to meet with no less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under Section 8 of Act No. 267 of the Public Acts of 1975, being Section 15.268 of the Michigan Compiled Laws. The failure to provide for a meeting with the Board or the finding of a court that the reason for non-renewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one-year period.
- D. It is the parties intent that the notice provisions as to non-renewal of Administrator's contracts included herein, shall be the same as mandated by State law. Nothing herein shall be construed to limit or increase the protections afforded by State law.

Section 4.

It is hereby recognized that it is the Superintendent of Schools responsibility to have the administrative staff evaluated at least once every year. The evaluation shall be conducted by the Superintendent. These evaluations shall be written and presented to the Administrator by June 30.

Section 5. Discharge of Administrators:

- A. An Administrator shall not be discharged during the term of his/her individual contract, except for reasonable and just cause.
- B. It is recognized that an Administrator may appeal the discharge to the proper Circuit Court of the State of Michigan or may commerce an action under the grievance procedure.

Section 6.

The Board shall not arbitrarily or capriciously discipline an Administrator.

Section 7.

A copy of the evaluation instrument shall be given to each Administrator at the beginning of each contract year, and shall remain constant throughout the contract year. The Board shall seek the Association's input when charging the evaluation instrument.

ARTICLE X

REDUCTION

The Association recognizes the exclusive right of the Board to determine monetary and/or operating savings to be achieved by reduction in personnel and/or operations, and the exclusive right to determine the area in which reduction will be made.

Section 1.

- A. The parties agree that it is just and reasonable cause to lay off an Administrator during the term of his/her contract where, in the opinion of the Board, it is necessary to have an administrative staff reduction. No Administrator will be laid off unless s/he has been informed of such discontinuance prior to April 1.
- B. Any Administrator currently on staff as of April 24, 2008 who is terminated because of necessary reduction of staff who has completed the probationary period shall have the right to become a tenure teacher for the Huron School District subject to the provisions of the Michigan Tenure Act. (See article VII Tenure)

Section 2.

An Administrator who is laid off because of necessary reduction in staff shall be subject to recall for a period of one {1} year to the same position, if that position is reinstated by the School District at any time during that period.

ARTICLE XI

SALARY SCHEDULE

- A. Should any of the existing administrative positions be vacated necessitating an appointment of a new Administrator not currently on staff, the Board reserves the right to negotiate a probationary salary with the newly appointed Administrator.
- B. Administrators shall receive an annual salary as follows:

“Steps, partial steps and/or no steps shall be determined at the discretion of the Superintendent based upon the individual administrator’s annual performance.”

**HURON SCHOOL DISTRICT
ADMINISTRATIVE STEPS 2007/08 - 0% Increase**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal <i>Work Days {225}</i>	93,344	96,144	99,029	102,000	105,060
Middle School Principal <i>Work Days {220}</i>	86,832	89,437	92,119	94,882	97,729
Elementary School Principal <i>Work Days {215}</i>	80,774	83,197	85,693	88,264	90,912
High School Assistant Principal <i>Work Days {220}</i>	80,774	83,197	85,693	88,264	90,912
Middle School Assistant Principal <i>Work Days {220}</i>	80,774	83,197	85,693	88,264	90,912

For the 2007-2008 school year, a one-time payment of 1.5% will be paid by separate check which is non compounding or built into the administrative steps by June 30, 2008.

**HURON SCHOOL DISTRICT
ADMINISTRATIVE STEPS 2008/09 - 1.5% Increase**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal <i>Work Days {225}</i>	94,744	97,586	100,514	103,530	106,636
Middle School Principal <i>Work Days {220}</i>	88,134	90,779	93,501	96,305	99,195
Elementary School Principal <i>Work Days {215}</i>	81,986	84,445	86,978	89,588	92,276
High School Assistant Principal <i>Work Days {220}</i>	81,986	84,445	86,978	89,588	92,276
Middle School Assistant Principal <i>Work Days {220}</i>	81,986	84,445	86,978	89,588	92,276

**HURON SCHOOL DISTRICT
ADMINISTRATIVE STEPS 2009/10 - 1.5% Increase**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal <i>Work Days {225}</i>	96,165	99,050	102,022	105,083	108,236
Middle School Principal <i>Work Days {220}</i>	89,456	92,141	94,904	97,750	100,683
Elementary School Principal <i>Work Days {215}</i>	83,216	85,712	88,283	90,932	93,660
High School Assistant Principal <i>Work Days {220}</i>	83,216	85,712	88,283	90,932	93,660
Middle School Assistant Principal <i>Work Days {220}</i>	83,216	85,712	88,283	90,932	93,660

BENEFITS

The Board agrees to provide each member of the Association, the following:

SICK/PERSONAL LEAVE DAYS

- A. At the beginning of each contract year, each Administrator shall be credited with fifteen {15} days per working year for sick/personal business leave, of which not more than five {5} days may be used for personal business, and of which not more than twelve {12} of the fifteen days accredited may be accumulative. The unused portion of this leave shall accumulate from year to year to a maximum of 240 days. The Administrator must notify the Superintendent at least two {2} days before the requested business leave.

- B. The personal business days will be used for those activities that cannot be scheduled during non-school hours.

FUNERAL LEAVE

The Superintendent of Schools shall grant each Administrator up to five {5} days per death without loss of pay due to the death of an Administrator's spouse or immediate family. The term "immediate family" as used in this section, shall mean spouse and their parents, grandparents, in-laws, children and spouses, brothers or sisters and their spouses. No accumulation of funeral leave is permitted.

INSURANCE

The Board will provide the employees and his/her eligible dependents MESSA Choices Health Insurance which includes Delta Dental Care {Group 647-002, Plan E plus Orthodontic Rider 0-7}, VSP-3 Vision Insurance. Term Life Insurance in the amount of \$75,000.00. 10/20 drug card commencing July 1, 2008.

PROFESSIONAL DUES

- A. The Board agrees to pay the professional dues of the Administrators to their professional organizations approved by the Board on a yearly basis.
- B. The Board agrees to pay for conference costs to local and state meetings, and further agrees to pay the conference costs of one {1} Administrator attending a national conference per year, as approved by the Board. Conference fees would include food, lodging, travel and registration.

ORGANIZATIONAL LEAVE DAYS

A total of five {5} days per year shall be available to the Association for use to attend conferences related to Association affairs. These days may be used by only two {2} Association members at any one time. The Association will submit a written request to the Superintendent seven {7} days prior to the days such leave time is to be taken stating where and why this leave is being taken. No accumulation of organizational days is permitted.

MATERNITY LEAVE

A maternity leave may be granted.

SEVERANCE PAY

- A. Severance pay shall be awarded to Administrators who leave the District in good standing if they have been employed by the District for a minimum of 10 years. The Administrators shall receive fifty (50) percent of his/her daily rate for each unused cumulative leave day. The employees shall not that have option to receive cash. The employer will make this payment into each employee's 401(a) 403(b) Huron School District Pay Plan no later than 30 days after resignation or retirement. These payments to employees by the district will constitute employer contributions under 401(a)/403(b) of the Internal Revenue Code (IRC).

- B. No Administrator for the purpose of this section only, shall be deemed to have accumulated more than one hundred and twenty {120} sick days.

LONG-TERM DISABILITY

MESSA long-term Disability insurance.

ARTICLE XIII

GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint by any member of the bargaining unit or Association based on an event or condition, which is a violation or misapplication of this Agreement. Nothing contained herein shall be construed to prevent any individual Administrator from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not consistent with the terms of this contract. It is expressly understood that non-renewal of an Administrator's individual contract of employment by the Board is not subject to the grievance procedure.

Procedures to be followed by the Administrator who files a grievance:

Step 1.

An informal discussion shall be first held directly with the Superintendent or his designee within three {3} working days of the occurrence or knowledge thereof. A Huron Administrators' Association official may represent the aggrieved, if so desired.

Step 2.

Should the grievance not be resolved informally within five {5} working days of the conference, a written grievance may be referred to the Superintendent, stating:

- A. The nature of the grievance
- B. Articles violated
- C. Action requested

- D. A written signature of the party submitting the grievance. {A Huron Administrator's Association official may submit the written grievance on behalf of the grievant, or in the case of a group grievance, on behalf of the Association.} The Superintendent or his designee shall have ten {10} working days after the receipt of the written grievance to schedule a conference to attempt to resolve the complaint and five {5} days thereafter to submit his answer and the reasons therefore in writing to the grievant.

Step 3.

- A. Within ten {10} working days of receipt of the Superintendent's decision, the Union may submit the matter to the American Arbitration Association in the event the decision is unsatisfactory to the Union.
- B. The arbitrator shall be selected in accordance with the rules, regulations and methods recommended by the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and conclusive and binding upon employees, the Employer and the Association subject to the right of the Board or the Union to judicial review.
- D. Powers of the Arbitrator are subject to the following limitations:
 - 1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. S/he shall have no power to establish or to change any existing salary schedule.
 - 3. S/he shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where such practice, policy rules or action is in conflict with this Agreement.
 - 4. S/he shall have no power to interpret State or Federal law except as specifically mentioned in the Agreement.
 - 5. S/he shall not hear any grievance barred from the scope of the grievance procedure.

- E. After a case on which the Arbitrator is powered to rule hereunder has been referred to his/her, it may not be withdrawn by either party except by mutual consent.
- F. If either party disputes the arbitrability of the grievance under the terms of this Agreement, the Arbitrator shall first rule on the arbitrability of the grievance before s/he hears the merits of the grievance.
- G. The Arbitrator may hold several hearings in one session in order to hear grievances.
- H. The cost of the Arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation.

ARTICLE XIV

PROTECTION OF ADMINISTRATORS

- A. Administrators shall report to the Superintendent's office in writing within twenty-four {24} hours of the occurrence, if possible, all cases involving serious abusive conduct and/or assaults suffered by them in connection with their employment.
- B. Professional Liability:

District agrees that it shall defend, hold harmless, and indemnify Administrators from any and all demands, claims, suits, actions, and legal proceedings brought against administrators in their official capacity as agent and employees of the District, provided the incident arose while Administrators were acting within scope of their employment and excluding criminal litigation and as such liability coverage is within the authority of the School Board to provide under State Law. Time lost by an Administrator in connection with an incident mentioned in the previous sentence shall not be charged against any leaves as provided in this agreement for a period not to exceed one year.
- C. Huron Administrators' Association administrators shall be covered under the District's comprehensive general liability policy or other appropriate policies up to \$1,000,000 in coverage for each occurrence.

ARTICLE XV

NEGOTIATIONS

At least one hundred twenty {120} days prior to the expiration of this Agreement, the parties shall begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of Administrators employed by the Board.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement will be in effect from July 1, 2007 and will remain in force and effect until midnight, June 30, 2010. If, pursuant to negotiations, and agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual agreement of the parties.

In witness whereof, the parties have hereunto executive this agreement by their duly authorized representatives.

Huron Administrators' Association President

Date

Huron Administrators' Association Secretary

Date

Huron Board of Education President

Date

Huron Board of Education Secretary

Date