



ESSEXVILLE-HAMPTON PUBLIC SCHOOLS

AGREEMENT

Between the
Essexville-Hampton Board of Education
and the
Essexville-Hampton Association of School Administrators

For the Years
2020-2021

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ARTICLE I
RECOGNITION

Section 1

The Board hereby recognizes the Association as the exclusive bargaining representative for the appropriate bargaining unit comprised of all Principals and Assistant Principals, excluding Superintendent, Assistant Superintendent, Director of Human Resources, Director of School Improvement, Director of Instruction, Director of Technology, and all other Employees.

Section 2

The term "administrator," or "employee" when used herein, shall refer to an employee in the bargaining unit represented by the Association.

ARTICLE II
RIGHTS OF THE BOARD

Section 1

The Board, being a public school employer as defined in Section 1(1)(h) of the Michigan Public Employment Relations Act, MCL 423.201(l)(h) has the responsibility, authority and right to manage and direct the operations and activities of the Essexville-Hampton Public Schools on behalf of the public in accordance with Section 15(2) of the Michigan Public Employment Relations Act, MCL 423.215(2) and its authority pursuant to Section 11a of the Michigan Revised School Code, MCL 380.11a. The Board, on its own behalf and on behalf of the citizens of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Nothing contained in this Agreement shall be considered to deprive or restrict the Board of its rights, responsibilities, and authority under the laws or regulations of the State of Michigan and/or the United States.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the employer, the adoption of policies, rules, regulations and practices in 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 and then only to the extent such specific and express terms are in conformance with the Constitution of laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
ASSOCIATION RIGHTS

Section 1

The Association shall have the right to use school buildings for Association meetings upon approval by the Superintendent or his/her Designee and according to Board policy.

ARTICLE IV
ADMINISTRATOR RIGHTS

Section 1

Each administrator shall be accorded the right to review and copy the content of the administrator's personnel record and to include written statements to be attached to the content of the administrator's personnel record in compliance with the provisions of the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.* Written statements shall be provided within 10 days of the request.

Section 2

An administrator, upon request, shall be entitled to an Association representative in any investigatory interview with the administrator where disciplinary action against the administrator may reasonably result.

ARTICLE V
VACANCIES

Section 1

A copy of the posting of a vacancy in an administrative position in the bargaining unit represented by the Association shall be provided to the President of the Association when it is posted.

ARTICLE VI
EVALUATIONS

Administrators shall be evaluated under the guidance and provisions of state law.

ARTICLE VII
COMPLAINTS

Section 1

Before any documentation of a complaint made against an administrator is included in the administrator's personnel record, the administrator shall be notified of such by the Superintendent or his/her Designee.

Section 2

Before any disciplinary action is taken against an administrator because of the substance of a complaint made against the administrator, the administrator shall be provided an opportunity to respond to the substance of the complaint to the Superintendent or his/her Designee.

ARTICLE VIII
DISCIPLINE

Section 1

Before discipline is issued to an administrator and placed in the administrator's personnel record, the administrator will be advised of the charges and be given an opportunity to respond to the Superintendent.

Section 2

An administrator may submit a written statement to be attached to the documentation of any disciplinary action or evaluation placed in his/her personnel record within 10 days of provision of the memo according to the provisions of the Bullard-Plawecki Right to Know Act (MCL 423.501 *et seq.*).

ARTICLE IX
INDIVIDUAL EMPLOYMENT CONTRACTS

Section 1

Each administrator shall be employed by a written individual employment contract approved by the Board.

Section 2

An administrator's contract that is not renewed shall be in accordance with state law.

ARTICLE X
TENURE

Section 1

Seniority is defined as length of continuous service as an administrator in the district, including periods during which the administrator has recall rights to the bargaining unit.

Section 2

Administrators promoted out of the bargaining unit shall retain seniority but shall not accumulate seniority. It is understood and agreed that no rights to acquire tenure in any administrative capacity are granted hereby; the only tenure rights granted are those of a classroom teacher under the Michigan Tenure Act, if applicable.

ARTICLE XI
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 number of days shall exclude all holidays and holiday periods under Section 2 of this Article.

Section 2

The administrator shall be entitled to all holidays and holiday vacation periods granted to the teachers' bargaining unit.

The administrator will not be required to work in his/her building or be assigned contractual workdays during the following times: Labor Day, Thanksgiving recess (2 days), Good Friday, Memorial Day and July 4th. Spring and Christmas break, as designated in the school calendar, will also be non-work days.

The numbers of scheduled work days are as follows:

Contractual days:

High School Principal.....215 days
Junior High Principal.....205 days

Elementary Principal 205 days
Assistant Principal..... 200 days
Elementary Principal and Director of Preschool/Daycare..... 225 days

Each administrator will receive two (2) vacation days per year to be arranged with the Superintendent or designee for when they will be taken. If not used the days are deposited into EHASA sick bank at the end of the fiscal year. All vacation days must be taken during a regularly scheduled day of work for the administrator.

ARTICLE XII
PROTECTION OF ADMINISTRATORS

A. Damage to Personal Property

If, in the performance of regular or assigned duties of an administrator, without negligence on his/her part, the administrator shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, but not more than \$150.00 per year, the Board may make reimbursement. The Board may require subrogation, assignment and full cooperation by such administrator in seeking recovery from any party responsible for said loss.

B. Assault

1. Any case of job-related assault upon an administrator shall be promptly reported to the Board or its designated representative. The Board will provide district legal counsel to inform the administrator of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the administrator in connection with the handling of the incident by law enforcement and judicial authorities.
2. If any administrator is complained against or sued by reason of disciplinary action taken by the administrator against a student, the Board will provide district legal counsel to the extent afforded under the district's liability policy and render all reasonable assistance to the administrator in his/her defense, provided the administrator was performing his/her duties in accordance with Board and school policies and was not unreasonable.
3. Time lost by an administrator in connection with any civil or criminal proceeding mentioned in this article shall not be charged against the administrator, if the administrator was acting in a reasonable manner and the testimony is required by the district.

ARTICLE XIII
SALARY AND INSURANCE

All administrators who are not currently covered by another medical program shall be entitled to enroll for health insurance coverage with the district funding the coverage using the State of Michigan CAP program. The administrator may select one of two options for health care:

1. MESSA
ABC Plan 1 with H.S.A. card, or similar.
2. An administrator electing not to carry health insurance with the district shall be paid \$185.00 per month through an Internal Revenue Code Section 125 plan. If ten (10) or more teachers/administrators elect not to take health insurance, the administrator will be paid, on the first pay in December, by the following scale: 10-14 - \$3,800; 15-17 - \$4,400; 18-20 - \$5,000; and over 20 - \$6,000. The existing Internal Revenue Code Section 125 Plan shall not be modified during the term of this Agreement except as required by law.

Term life insurance in the amount of twice the administrator's salary (rounded to the nearest \$5,000.00) will be provided.

All additional school related travel outside of the county will be reimbursed at the IRS rate.

Any administrator who works an extra duty position (i.e., curriculum development, home-based services, Saturday School, student scheduling, after-school tutoring, etc.) outside of normally contracted days will receive the same curriculum rate as the EHEA for the time incurred.

Any administrator who assumes the duties of an extracurricular position that has been left vacant due to lack of teacher interest (i.e., NCA Goal Chair, NCA Building Coordinator, etc.) shall be compensated according to the EHEA Extracurricular Compensation – Percentage Level.

Administrators asked to work on a summer or school break, not including weekends, may be compensated at the current curriculum rate defined by the District with Superintendent/designee approval.

Any administrator, at the junior high or elementary level, will be compensated at a rate of 5% of the base salary to advise a student council in his/her building if the position is not filled by a staff member.

Tax Annuity

Individual administrators may enter into a tax-deferred annuity program that is available through the business office. The school district shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases. Other than the above listed, there will be no alternative benefits paid to those who do not receive this.

Retirement Provision

Full-time administrators with 10 (ten) or more years of service in the Essexville-Hampton Public Schools may, upon retirement into MPERS, elect a Board paid retirement provision, through a district special pay plan. The payment will be for \$80.00 for each day of accumulated sick leave from 1-50 sick days, \$100.00 for each day of accumulated sick

leave from 51 – 100 sick days, \$120.00 for each day of accumulated sick leave from 101 – 150 days and \$135.00 for each day of accumulated sick leave over 150. Total compensation for accumulated sick days is limited to \$25,000 per full-time administrator.

Long Term Disability

The Board shall provide long-term disability insurance coverage with the following general specifications:

1. 60% of salary to a monthly maximum of \$3,000.
- 2 Individual waiting (elimination) period of 120 days.
3. Employees receiving benefits from the long-term disability insurance coverage would not be authorized to utilize the district sick leave bank. If an insurance company other than the present carrier is selected, there shall be no interruption in benefit coverages. The benefits provided by the current carrier shall be utilized as guidelines for future bid specifications. It is understood that prior to award of contract to an insurance carrier, the Board and Association will meet to agree on specifications and benefits.

Dental Insurance

The Board shall provide to full-time administrators with Delta Dental Plans with \$3,500 max, or similar. There shall not be duplication of either health or dental insurance coverage paid by the Board. Where applicable, one employee shall be designated as the insured and the other as a covered dependent. The employee named as the insured shall be at the option of the employees involved.

Longevity Schedule/Appendix A.

ARTICLE XIV **SICK LEAVE PAY**

- A. Eleven (11) days sick leave with pay per year will be granted each administrator at the beginning of the school year. Part-time administrators shall be charged with one full day's leave for each regularly scheduled day missed. Unused sick leave shall be accumulated from year to year for all administrators.
- B. A sick bank is established on July 1, 2016 with 42 days in the bank. Any unused vacation days by EHASA members will be added to the bank at the end of the fiscal year. The bank may be drawn on by an individual EHASA member who has exhausted his/her sick leave days upon the approval of the Superintendent or designee in consultation with EHASA leadership.

ARTICLE XV **LEAVES OF ABSENCE**

- A. An administrator who has exhausted his/her accumulated sick leave may request the board to approve a leave of absence without pay for a period not to exceed one year. The administrator shall make a written request to the Superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his duties. He/She shall make the written request to the Superintendent for re-employment when able to resume his/her duties, accompanied by a physician's certificate evidencing such ability. The Board may

require the administrator to submit to a physical and/or mental examination by a physician of its choice. When the administrator is able to resume his/her duties, he/she shall be assigned to the same position in which he/she as employed prior to the illness or injury, or to a substantially equivalent position if either is available.

- B. The term "immediate family," as used in this article or elsewhere in this Agreement, is defined to mean the mother, father, husband, wife, sister, brother, mother-in-law, father-in-law, or child (natural or adopted), grandfather, grandmother, grandchild, stepfather, stepmother, stepchild, stepbrother, and stepsister of an administrator. Others may be approved by the Superintendent.
- C. An administrator will be granted leaves of absence with pay; chargeable to his/her unused sick leave pay.
 - 1. Not to exceed five (5) days because of critical (hospitalized) illness of each member of his/her immediate family of the administrator. Five days will be considered the maximum number that can be received at any one time.
 - 2. For such period of time as the administrator is necessarily absent from school because of an emergency, if a request therefore is made to, and approved, by the Superintendent, as soon as conditions permit the administrator to make the request.
 - 3. Not to exceed one (1) day each school year to attend the funeral or memorial service of a family relation or friend not within the definition of "immediate family". An administrator desiring to use such leave shall submit their request on the application form as soon as possible to the Superintendent.
- D. An administrator will be granted leaves of absence with pay, not chargeable against the sick leave pay.
 - 1. Not to exceed five (5) days because of the death of each member of the immediate family of the administrator.
 - 2. Not to exceed those days required serving as a juror in a court of record, but the pay of the administrator shall be continued at regular salary with all compensation paid to him/her as a juror turned in to the school district. If the administrator fails to turn in a compensation check to the school district, the amount of the compensation check shall be deducted from the administrator's pay after thirty (30) days from the date the administrator is provided notice of the deduction to be made.
 - 3. For such period of time as designated by the Superintendent for visitations at other schools or educational conferences or conventions.
 - 4. Personal Business Leaves

The parties agree that there may be personal conditions or circumstances which may require an administrator's absenteeism for other reasons than heretofore mentioned. Administrators will have three (3) personal days. Any unused personal days shall annually roll into the administrator's accumulated sick leave. The Board agrees that such leave, may be used under the following conditions:

- a. This leave shall be used for the purpose of conducting personal business.

- b. An administrator desiring to use such leave shall submit his/her request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence, except in cases of emergency, to the Superintendent or his/her designated representative. In cases of emergency, the administrator shall apply as soon as possible. This form must be filed with the immediate supervisor.
- c. It is further understood such leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday.

E. An administrator may be granted a leave of absence without pay in order to:

- 1. Pursue studies approved by the Superintendent and board relative to his/her job.
- 2. Pursue studies necessary to maintain certification.
- 3. Pursue studies, do research or assume special assignments in other school districts when to the benefit of the school district.

Application for such leave of absence shall be made to the Superintendent and be granted or denied by the Board at its discretion, and, if granted, upon such conditions and for such length of time as the Board may determine.

F. Upon application made to the Superintendent, an administrator shall be granted a leave of absence without pay for the purpose of child care attendant to the birth or adoption of the administrator's newborn or newly adopted child, not to exceed one (1) year.

An administrator returning from childcare leave shall be placed in the same or similar position previously performed if either is available.

If a an administrator desires an extension of the one year child care leave, an application for extension shall be made to the Superintendent and will be granted or denied by the Board of Education at its discretion.

An administrator returning from childcare leave shall be granted one (1) year longevity on the salary schedule, provided that the administrator worked 50% plus one (1) additional day of the contractual year from which they took leave.

- G. An administrator who enters the armed forces of the United States will be given a leave of absence without pay and provided reinstatement to employment in accordance with the applicable provisions of law.
- H. The Board may grant an administrator a sabbatical leave for professional improvement for such period of time and under such conditions and rights as now or hereafter specified in the applicable provisions of the Revised School Code.
- I. A leave of absence shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. FMLA leave will be charged concurrently with paid and/or unpaid leave for FMLA qualifying event(s).

ARTICLE XVI
NON-DISCRIMINATION

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, it is the policy of the Essexville-Hampton Public School District that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. The following has been designated to handle inquiries regarding the non-discrimination policies:

Human Resources
Essexville-Hampton Public Schools
303 Pine Street
Essexville, MI 48732
(989) 894-9700

ARTICLE XVII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Definition

A "grievance" is an alleged violation of the specific and express terms of this Agreement.

The term "grievance" as defined above shall not apply to:

1. Staff, curriculum, school finance, selection of personnel and other matters reserved by law to Board discretion.
2. The provisions of insurance contracts and policies.
3. Any policy, rule, regulation or practice of the Board not in direct conflict with the Agreement.
4. Any matter set forth in this Agreement which is covered by a state and/or federal law and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the grievance procedure to employees where one or more administrative remedy is or has been available to them outside of the scope of this Agreement per PERA.
5. Evaluation, layoff/recall.
6. Assignment/placement.
7. Discipline/non-renewal or discharge.

Section 2 - Time Limits

1. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular step within the specified time limits, the grievance shall be deemed automatically eligible for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering.
2. Each grievance shall be initiated within 15 work days from the date of occurrence upon which the alleged violation took place. If a grievance is not initiated within this time period, the grievance is untimely and considered void.

Section 3 – Procedure

Level 1 (Informal):

The parties acknowledge that it is most desirable for a bargaining unit member and his/her superior to resolve problems through free and informal communication. An administrator or the association shall initiate a grievance by requesting a meeting with the Superintendent or Designee within 15 (fifteen) work days from the date of the alleged violation upon which the grievance is based. The Superintendent or Designee shall arrange an informal meeting within five (5) work days of the date of the request. Should such informal processes fail to satisfy the Superintendent or Designee and bargaining unit member, then a grievance may be processed as follows:

Level 2:

1. If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing within five (5) work days to the Superintendent, who will arrange a meeting within ten (10) work days. The association's representative, the Superintendent and/or Designee and the grievant shall be present at the meeting.
2. The Superintendent must provide a written answer on the grievance within five (5) work days following the above meeting.

Level 3:

If an administrator is not satisfied with the disposition of the grievance in Step 2, the grievance may be transmitted to the Board of Education by filing a copy with the secretary or other designee of the Board and a copy to the Superintendent of Schools within five (5) work days of the receipt of the written answer in Level 2. The Board or subcommittee of the Board will meet within 30 (thirty) days, or at the next regularly scheduled Board meeting, whichever is longer. The Board may hold a hearing on the grievance; review such grievance in closed session or give such consideration as it shall deem appropriate. Disposition shall be furnished to the administrator and Association within five (5) work days of such meeting.

Level 4:

If the grievance is unresolved in Level 3, the Association, the aggrieved, and the Board shall attempt to resolve the grievance through mediation. If mediation is unsuccessful, any party may pursue any course of action provided by law. The cost of mediation shall be shared equally by the EHASA and the Board of Education.

Section 4 - Miscellaneous Relating to the Grievance Procedure

- A. By mutual agreement, the Association's President or Grievance Committee Chairperson and/or Board representative may enter into the processing of the grievance at any level.
- C. Any conference, which may be held under the grievance procedure, shall be conducted at a mutually agreeable time and place.
- C. If scheduled by the Superintendent or Designee, the President of the Association, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during work hours.
- D. Any individual administrator may present grievances to his/her supervisor and have the grievance adjusted. But should the adjustment be inconsistent with the terms of their collective bargaining Agreement, or any policy, rule or regulation, or practice relating to any matter upon which the Board is obligated to bargain, the Association may, on its own name, appeal that decision.
- E. Once a grievance has been filed in writing, no administrator outside the unit or member of the Board of Education shall, upon his/her own initiative, attempt to discuss that grievance with the administrator(s) involved at a time other than during conference or hearings provided for in the grievance procedure. Administrators within the bargaining unit officers or agents of the Association shall not, upon their own initiative, attempt to discuss a grievance with the administrators outside of the bargaining unit or Board of Education members at a time other than during conferences or hearings provided for in the grievance procedure.

ARTICLE XVIII **COMPLETE AGREEMENT**

This written Agreement supersedes and terminates all prior Agreements, supplements, understandings, and interpretations between the parties, written or oral, with respect to rates of pay, wages, salaries, hours of employment, or other conditions of employment.

The parties expressly declare that they have bargained between them on all phases of hours, wages, salaries and working conditions and that this Agreement represents their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours, wages, salaries, and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this Agreement and may not be raised for further bargaining or negotiation without the written consent of all parties hereto.

Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing and ratified by the parties hereto as a "Supplemental Agreement."

Both parties agree to discuss and implement all state and federal laws directly affecting this Agreement.

ARTICLE XIX
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020, and shall continue in force and effect until midnight of the 30th day of June, 2021.

If an emergency manager is appointed by the State under Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

FOR THE
ESSEXVILLE-HAMPTON
BOARD OF EDUCATION



Charlie Rochow, President

6-25-2020

Date

FOR THE
ESSEXVILLE-HAMPTON
ASSOCIATION OF SCHOOL ADMINISTRATORS



Barry Kenniston, Co-President

6/24/20


Date



Jill Urban, Secretary

6-26-2020

Date



Jeff Dinauer, Co-President

6/23/20

Date

APPENDIX A:
Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5
H.S. Principal	\$82,500	\$84,975	\$87,524	\$90,150	\$92,404
Jr. High Principal	\$76,500	\$78,030	\$80,371	\$82,782	\$84,852
H.S. Assistant Principal	\$69,500	\$71,585	\$73,733	\$75,945	\$78,688
Jr. High Assistant Principal	\$67,500	\$68,850	\$70,916	\$73,342	\$74,542
Elementary Principal	\$69,395	\$72,615	\$74,793	\$77,037	\$79,348

Longevity – this will be added to step 5 salary.

10-14 years	15-19 years	20 or more years
\$2,000	\$4,000	\$7,500