

**AGREEMENT BETWEEN**

**The**

**ATHERTON ADMINISTRATORS' ASSOCIATION**

**And The**

**ATHERTON BOARD OF EDUCATION**

**July 1, 2014 - June 30, 2017**

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**TABLE OF CONTENTS**

	PAGE NO.
ARTICLE I Recognition .....	3
ARTICLE II Board Rights .....	3
ARTICLE III Use of School Equipment .....	5
ARTICLE IV Membership & Professional Fees.....	5
ARTICLE V Administrative Personnel File .....	5
ARTICLE VI Creation of New Administrative Positions .....	6
ARTICLE VII Reduction and Abolishment of Positions .....	6
ARTICLE VIII Leaves of Absence .....	7
ARTICLE IX Evaluation .....	7
ARTICLE X Seniority Language .....	7
ARTICLE XI Leave Pay .....	8
ARTICLE XII Salary and Fringe Benefits .....	9
Job Categories .....	10
ARTICLE XIII Certification.....	11
MISCELLANEOUS PROVISIONS .....	12
GRIEVANCE PROCEDURE .....	13
MEMORANDUM OF UNDERSTANDING .....	15
NO STRIKE CLAUSE .....	15
DURATION .....	17

**ARTICLE I - RECOGNITION**

1.1 The Board recognizes the Association as the exclusive bargaining representative of all administrative personnel in the following areas:

Principal Assistant Principal	<u>But Excluding</u> Superintendent Central Office Administrators
----------------------------------	---

1.2 The term Administrator, when used hereinafter in this agreement, shall refer to employees within the bargaining unit. Administrators on leave shall be included in this agreement. Administrators whose work is more than 50% administrative duties, in academic areas, shall be included in this agreement.

1.3 In the event the parties do not agree as to whether a position shall be included or excluded from the bargaining unit, the Michigan Employment Relations Commission shall make the final determination.

1.4 The Board agrees not to negotiate or contract with any administrators' organization other than the Association.

**ARTICLE II - BOARD RIGHTS**

2.1 The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

2.1.1. Manage and control the school's business, the equipment, the operation, and to direct the working forces and affairs of the employer, but not in conflict with the specific provisions of this contract.

2.1.2. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.

2.1.3 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods of changes therein, but not in conflict with the specific provisions of this contract.

2.1.4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.

2.1.5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.

2.1.6. Determine the locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.

2.1.7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.

2.1.8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

2.1.9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, but not in conflict with the specific provisions of this contract.

2.1.10 Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

2.2 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.3 Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District, and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

2.4 Entire Agreement: This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expressed all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

2.5 Severability: If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

### **ARTICLE III**

3.1 Upon approval of the superintendent, the Association may use school equipment, and school facilities. The Association shall reimburse the school district for costs incurred in the use of the equipment, facilities, or supplies.

3.2 No member of the Association shall use his/her secretary to perform Association work during working hours.

### **ARTICLE IV - MEMBERSHIP & PROFESSIONAL FEES**

4.2 Membership in national and state professional organizations will be paid by the Board of Education.

4.3 Attendance at state professional conferences, annually, will be paid by the Board of Education for each administrator.

### **ARTICLE V - ADMINISTRATIVE PERSONNEL FILE**

5.1 Administrators shall have the right to inspect the contents of their personnel file excluding confidential recommendations. Administrators may attach responses to any material in their own personnel file. Such response shall be limited to a total of five (5) typed legal pages.

5.2 The employer shall furnish, upon request, a copy of the current job description for any position within the bargaining unit. Administrators shall be given notice of any additional duties that are assigned to their current position. An administrator must be given prior notice (express, implied, constructive, or inquiry) or have reasonable reason to know of an expected assignment, duty or responsibility, before that assignment, duty, or responsibility will be the basis of a negative final evaluation.

5.3 No employee shall be disciplined or discharged without just cause during the term of his/her administrative contract.

5.4 The administrator will respond to emergency calls when school personnel or agent on the scene deems his/her presence is necessary.

5.5 The Atherton Community Schools shall offer by April 1st an individual contract for two (2) years, renewable each year, provided the most recent evaluation is satisfactory. Non renewal of contract is governed exclusively by Michigan School Code Provisions providing for standards of non-renewal.

5.5.1. "Same administrative assignment" shall be defined to permit minor modifications in job title and function so long as the major emphasis has not changed.

5.5.2. A lateral change in principalships shall be considered the same administrative assignment.

5.5.3. The collective bargaining agreement shall supersede the individual contracts and all conflicts therein shall be governed by the collective bargaining agreement. Individual written contracts shall be subject to the collective agreement and be controlled by the collective agreement. The employer's right to lay off, transfer, or discharge, (in compliance with 5.3) shall not be limited by the individual contract.

#### **ARTICLE VI - CREATION OF NEW ADMINISTRATIVE POSITIONS**

6.1 In the event the Board establishes and places in use a new job description, a temporary salary shall be established by the Board and written notice of the rate and job description will be furnished to the Association officers.

6.2 If the Association objects to the proposed wage scale, it shall so notify the Board, in writing, within ten (10) days following the date of notice and shall be subject to negotiations.

6.3 Upon agreement, or in the event the Board's proposed wage scale is not objected to by the Association within the time limits, the wage scale and job title shall be considered final and become a part of the Economic Appendix.

#### **ARTICLE VII REDUCTION AND ABOLISHMENT OF ADMINISTRATIVE POSITIONS**

7.1 It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, staff and number of positions.

7.2 If it becomes necessary to reduce or abolish administrative positions, efforts will be made to place displaced administrators in a position that they are qualified to handle.

7.3 In placing the administrator, consideration will be given to his/her qualifications, competency, and his/her length of service in the district with the understanding that the needs of the district are paramount.

7.4 Administrators who are laid off from the district shall receive notice of teaching and administrative vacancies for a period of two (2) years.

##### **Vacancies, Transfers, and Promotions:**

7.5 It is the policy of the Board to secure the best qualified person for each position. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its administrators in accordance with their individual qualifications.

##### **Retirement, Resignation, and Assignment**

7.6 Tentative administrative assignments for the coming year shall normally be made in writing prior to May 1.

7.7 Any change in administrative assignments after May 1st shall be made in writing.

7.8 Any administrator planning to retire or resign will make every possible effort to submit in writing to the personnel office his/her intent no later than April 15th of the year he/she plans to retire.

### **ARTICLE VIII - LEAVES OF ABSENCE**

8.1 Requests and conditions for leaves:

Employees may request a leave of absence.

The request shall specify the following particulars of the leave:

- a. Purpose
- b. Length
- c. Compensation, if any
- d. Fringe benefits, if any
- e. Incremental accrual, if any
- f. Return right to either:
  1. First vacancy
  2. Same position
  3. Any position at the discretion of employer

8.1 If the leave is granted, the employer shall specify the terms. Any term not specified in the employer's response is rejected. Examples of such leaves would be as follows: personal hardship, professional leaves, educational leaves, and long term leaves.

### **ARTICLE IX - EVALUATION**

The Board and the Association recognizes the importance of an objective evaluation procedure.

9.1 Each administrator shall have an annual written evaluation.

9.2 A "state approved" evaluation instrument will be utilized in the administrative evaluation process. The administrator shall receive a written copy of his/her yearly evaluation. A copy shall be placed in his/her personnel file.

9.2 (a) The parties agree that the administrator and the supervisor will meet prior to October 15 of each year to establish goals for the upcoming school year. The summative meeting will be completed before June 30, of each year.

### **ARTICLE X – SENIORITY LANGUAGE**

10.1 The Board shall make a good faith attempt to maintain the current administrative seniority language as stated in the 1979-80 teacher contract, as supported by fact-finder Grinstead's opinion.

**ARTICLE XI - LEAVE PAY**

A. At the beginning of each school year each administrator shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year, not to exceed sixty-five (65) days. An administrator may be compensated for up to five (5) unused sick or personal days at the his/her daily per diem rate. The administrator must have at least 50 unused days in his/her bank to qualify and may not fall below 50 days as a result. The leave days may be taken by an administrator for the following reasons and subject to the following conditions.

1. Personal illness or disability, the administrator may use all or any portion of the leave to recover from the administrator's own illness or disability, which shall include childbirth and complications of pregnancy. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician.

Effective July 1, 1996, for all sick days that an administrator would have accumulated, the district shall credit the administrator with a \$25.00 credit per sick day. The \$25.00 shall be paid to an administrator upon retirement or resignation from the Atherton Schools

B. Each administrator is entitled to five (5) personal leave days per contract year. Personal days are not accumulative as personal days, however, they will not be deducted from sick leave. A personal day will be granted for a full or half day when approved. At the end of each school year, an administrator's unused personal days shall be added to his/her accumulated sick days.

If an administrator, after using his/her five (5) personal business days stated above, needs up to three (3) additional personal days due to an emergency or a personal situation that can only be addressed during work time, these additional personal days may be granted by the Superintendent. Any additional days will be deducted from the administrator's sick days.

If an administrator is required or mandated to attend a workshop or meeting on Saturday then they will be allowed 1 discretionary day to replace that day with pre approval of the Superintendent of Schools. The discretionary day must be taken within six weeks and will not accumulate from year to year.

C. An administrator who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the administrator.

D. An Administrator shall be granted up to five (5) bereavement days due to death in the immediate family (father, mother, brother, sister, children, stepchildren, spouse)

E. An administrator called for jury duty shall be compensated for the difference between administrative pay and the pay received for the performance of such obligation.

F. An administrator subpoenaed to give testimony as a witness before any judicial or administrative tribunal, or is a participant in a mediation, fact-finding or arbitration proceeding shall be compensated for the difference between the administrative pay and the pay received for the performance of such obligation.

G. Family and Medical Leave Act: The parties recognize the implementation of the Family and Medical Leave Act effective August 5, 1993 and will comply with the terms of the Act. It is understood that the incorporation of this section in the Agreement to recognize and comply with the Act is to supplement the terms of this Agreement and its benefits and in no way will be used to subtract any benefits from the terms of the Agreement. An arbitrator is limited to the interpretation of the contract language only.

H. It is mutually agreed upon by both the Board of Education and the administrative group that they will pursue health, dental, vision, L.T.D., and life insurance benefit packages. The administrative group will continue to use the current fringe benefit package as outlined in Article XII, A, B, C, D, and F until a new company, and payment plan, is agreed upon by both parties which may take place during this three (3) year agreement by a separate letter of agreement added to this contract at a future date.

### **ARTICLE XII - SALARY AND FRINGE BENEFITS**

A. Health Insurance: The Board of Education will offer and pay the entire amount allowed by law and designated as the "hard cap" for Health Insurance premium and deductible for this administrator, spouse, and/or family.

B. Dental Insurance: DELTA DENTAL

C-01 I/II/III      All employees whose spouses are covered by an employee paid dental insurance plan with internal and external coordination of benefits

50/50/50      Plan E-07 should be changed to E-007 with maximum coverage of \$1,300.00

C. Life Insurance: The Board shall provide group life insurance protection \$80,000 - Duration of Contract with an accidental Death and Disability Rider, to be paid to the administrator's designated beneficiary as above.

D. Long Term Disability Insurance: The Board will also provide long-term disability (66-2/3) salary after ninety (90) calendar days of continuous absence, with maximum of \$4,000.00 per month.

E. Mileage and Travel: \$325.00 per semester for the life of the contract. The Board reserves the right to request documentation of miles. Such mileage shall be subject to the reopener thirty (30) days after ratification of the teacher's contract.

F. Vision: Comparable Blue Cross Plan to MESSA: Understanding as to what a comparable Blue Cross Vision Plan pays for in regards to VSP III 100% coverage.

G. Negotiations: The administrator who is selected to assist the Board of Education in collective bargaining negotiations with the A.E.A. will receive a \$250.00 stipend in the year that negotiations take place.

**H. SECTION 125 CASH OPTION**

The Atherton Board of Education shall provide a cash option in lieu of health benefits (the “Cash Payment”). The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the “Plan”).

The amount of the Cash Payment received shall be applied by the association member to a Tax-Deferred Annuity. The Cash Payment amount shall be \$150.00 paid monthly for the life of the contract into the Board approved carrier of the association member’s choice. To elect a Tax-Deferred Annuity, the association member shall enter into a salary reduction agreement.

The Board and the association member shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

The Plan will become effective October 1, 1996. Benefits currently being provided to association member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the board.

**I. Job Categories**

All building level administrators will work 220 days. This shall include all teacher work days, plus the remainder of June and the entire month of August (excluding the Friday prior to Labor Day). Flex time during June or August may be granted by the Superintendent.

All newly hired administrators will be given a one (1) year contract for the first year which is a probationary status contract. If the newly hired administrator satisfactorily completes the first year in the administrative position, he/she would be eligible for a two (2) year contract.

Salaries will be based upon negotiations with the Superintendent and/or the Atherton Board of Education.

<u>POSITION</u>	Base			
	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
• Elementary principal	\$86,232	\$91,017	\$91,927	Wage
• Middle/High School Principal	\$91,000	\$95,880	\$96,839	Reopener

<u>POSITION</u>	Tax Sheltered Annuity Contributions			
	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
• Elementary Principal	\$5,000	\$2,000	\$2,200	\$2,200
• Middle/High School Principal	\$5,000	\$2,000	\$2,200	\$2,200

**L. WORKING HOURS:**

All administrative working hours will be as directed by the Superintendent of Schools.

**M. LONGEVITY**

5-9 years: Increase annuity amount by \$2250

10-14 years: Increase annuity amount by \$3250

15+ years: Increase annuity amount by \$3750

\*Longevity is defined as years of service within the administrative association.

\*Longevity payment will be paid in full at the beginning of each fiscal year.

**N. EXTRA DUTY STIPENDS**

Extra duty stipends are given for additional responsibilities beyond "normal" principal duties. These often require reporting to the state or intermediate district. They may be associated with grant requirements which may entail reporting and/or attendance at meetings to represent the district. When required, facilitating state audits and completion of compliance plans are included. Examples include coordination of GSRP, ESL, Health Action Team, 21<sup>st</sup> Century, Homeless, Data Initiatives, Curriculum, Title I, Title II and 31A planning and reporting.

- Elementary Principal \$1,250
- Middle/High School Principal \$2,250

\*(50%) to be paid at the end of the first semester and the end of the school year

**ARTICLE XIII**  
**CERTIFICATION**

In addition, accreditation standards under the State of Michigan and/or North Central Association, must, if required, be met as follows:

1. A staff member who may be "grandparented" in her/his position pursuant to the accrediting agency will be allowed to keep her/his current assignment.
2. Pursuant to the accrediting agency, an administrator who does not meet accreditation standards, is not "grandparented" and wishes to be considered for another position must agree, in writing, during the posting period to take the required hour/courses (at her/his own expense) within the time allotted.
3. Failure to comply with the previous agreed upon course of study will be grounds for dismissal.
4. The qualifications criteria contained in this section, if required, supersedes any other language to the contrary contained in this collective bargaining agreement and supplements the administrator's individual contract.
5. The Atherton School District will not be allowed to lose its legally required or district desired accreditation status.

**MISCELLANEOUS PROVISIONS**

A. Printing of Agreement:

Copies of this Agreement shall be printed at the expense of the Board and furnished to all administrators now employed or hereafter employed by the Board without charge.

B. Cell Phone: (2014-2015) An administrator in the district will be given a stipend of \$50.00 per month for the use of their private cell phone. This stipend will be the total reimbursement to cover any work related calls that the administrator may make on their cell phone. (2015-2016 & 2016-2017) An administrator in the district will be given a stipend of \$75.00 per month for the use of their private cell phone. This stipend will be the total reimbursement to cover any work related calls that the administrator may make on their cell phone.

C. Parties acknowledge that Merit Pay is a prohibited subject of bargaining and is only memorialized in the master agreement as a written record.

Merit Pay: The administrator shall receive an annual merit pay stipend based on a percentage of the annual salary according to the following percentages: 2014-2015 (2%), 2015-2016 (3%), and 2016-2017 (3%). In order to qualify, the administrator must be rated as effective or highly effective on the annual evaluation.

D. Workshops and Courses:

Realizing that it is desirable for administrators to be cognizant of current philosophies, trends, and techniques, the Board may provide in-service workshops or courses for administrators in areas deemed necessary.

Each administrator will be credited with up to five (5) professional development days per year for use when school is not in session. Use of these days is subject to prior approval by the Superintendent.

The Atherton Board of Education will reimburse the cost of tuition for up to three (3) semester hours of graduate class per administrator per year. If the graduate coursework is part of an approved Specialist or Doctoral Program, the district will reimburse an additional three hours per year. Prior approval of the class by the Superintendent must be obtained. The reimbursement for up to three (3) semester hours of graduate class will not be paid if the graduate class is taken during the contracted 220 days when school is in session. Individuals seeking reimbursement must remain with the Atherton School District one year after the reimbursement is made. Those leaving prior to one year will be required to repay the district the amount of tuition reimbursed.

E. Salary Deductions:

Upon written authorization from the administrator and approval by the superintendent, the Board shall deduct from the salary of the administrator, and make appropriate remittance, for Flint Teachers' Credit Union, Savings Bonds, United Fund, Tax Sheltered Annuity, or other plans or programs jointly agreed to by the Board and the Association.

**GRIEVANCE PROCEDURES**

Definitions

A. A grievance shall mean a complaint by an administrator, or group of administrators, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement.

B. "Days" means "work days" as specified in the Grievance Procedures.

C. The term "grievance" shall not apply to:

1. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency.

2. The termination of services of or a failure to re-employ any probationary administrator. The probationary period shall be her/his first year as an administrator in the Atherton School District.

3. Any matter involving administrator evaluation (this shall not limit the administrator's right to attach rebuttal statements to his/her evaluation.)

4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion.)

Written Grievances: Written grievances as required herein shall contain the following:

A. It shall be signed by the grievant or grievants.

B. It shall be specific.

C. It shall contain a synopsis of the facts giving rise to the alleged violation.

D. It shall cite the section or subsections of this contract alleged to have been violated.

E. It shall contain the date of the alleged violation.

F. It shall specify the relief requested.

Procedures

A. Level One: An administrator alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, or if it involves a dispute over a pay period, within ten (10) days of the end of the pay period orally discuss the grievance with the superintendent or designee in an attempt to resolve same. The superintendent, or his/her designee, will respond in writing, within three (3) days of the discussion. If the administrator doesn't agree with the written response, he/she shall reduce the grievance to writing and proceed within five (5) days to level two.

B. Level Two: A copy of the written grievance shall be filed with the superintendent within five (5) days of receipt of the grievance, the superintendent shall arrange a meeting with the grievant and or his/her designated Association representative, at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the superintendent shall render his/her decision, in writing, transmitting a copy of the same to the grievant and the Association.

If no decision is rendered within five (5) days, or the decision is unsatisfactory to the grievant or the Association, the grievant or the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meetings. The Board shall schedule a meeting to hear the matter not more than thirty (30) days from the appeal.

C. Level Three: Upon proper application as specified in Level Two, the Board shall allow the administrator or the Association an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing.

#### Miscellaneous

A. Any grievance which arose prior to the effective date of the Agreement shall not be processed.

B. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

C. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another building administrator or a representative of the Association or legal representative.

D. A grievance may be withdrawn at any step without prejudice.

E. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

F. The association is not prohibited from processing a grievance in behalf of an employee or group of employees, but the grievance must be signed by the affected employee.

G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee leave the employ of the Board, all further proceedings on a previously instituted grievance may be continued by the Association.

H. No reprisals of any kind shall be taken by or against a building administrator participant in the grievance procedure for reason of such participation.

I. All supportive documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant.

J. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a building administrator Association president, or the Association president's designee participating in any step of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

### **MEMORANDUM OF UNDERSTANDING**

Additional personal business days may be granted at the sole discretion of the Superintendent. Such decision shall be non-grievable.

Administrators may request on a rotating basis, that leave time with pay may be granted during time when school is not in session. Leave time will be granted on the condition that the administrator will have coverage of their responsibilities, by another administrator. The Superintendent shall grant the leave at his/her sole discretion. Such decision shall not be grievable.

Thirty days after the ratification of the teacher's contract the administrators may request additional bargaining over fringe benefits.

### **NO STRIKE CLAUSE**

1. For the term of this Agreement, the Association agrees for and on behalf of its officers, members, and each and every employee within the Bargaining Unit, that they will neither instigate, call, maintain, condone, support, or permit in any manner a strike, a slowdown, or other stoppage of work, or picketing on the Board premises.

2. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:

a. Promptly, but not later than within twenty-four (24) hours, issue a statement to the local newspapers and furnish the Board with a signed statement, both of which shall be to the effect that the work interruption is unauthorized by the Association and is in violation of the Agreement.

b. Within twenty-four (24) hours instruct all of its members guilty of such violation to return to work at once, and all of its members to continue at work; and confirm all such instruction by letter or bulletin within forty-eight (48) hours.

c. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this section.

3. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his duties, or who refuses to participate in any of the activities prohibited by this section.

The Board will have the right to all remedies available at law for violation of this section, including discharge, and/or injunctive relief and/or damages against any person, group, or organization violating this section of the agreement.

5. Compliance by the Association with all the provisions above shall free the Association from all liability for any breaches of this section of the agreement.