

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY AREA SCHOOLS' ADMINISTRATIVE
ASSOCIATION

Expires: June 30, 2013

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**MASTER AGREEMENT
BETWEEN
THE HOLLY AREA SCHOOLS
AND
THE HOLLY AREA SCHOOLS' ADMINISTRATIVE ASSOCIATION**

THIS AGREEMENT is entered into this First Day of July, 2011, by and between the Board of Education of the Holly Area Schools, Holly, Michigan, hereinafter called the "BOARD," and the Holly Area Schools' Administrative Association, hereinafter called the "Association."

**ARTICLE I
RECOGNITION**

Section 1. Recognition of the Association

The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive collective bargaining representative for all certified personnel employed by the Board in administrative and/or supervisory positions as specified in MERC certification case #R75-J-430.

Section 2. Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or with any other collective bargaining organization on behalf of administrators during the term of the agreement.

Section 3. Definitions

In the application and interpretation of the provisions of this agreement the following definitions shall apply:

- A. "Board" shall mean the Board of Education of the Holly Area Schools or its designated agents.
- B. "Association" shall mean the Holly Area Schools' Administrative Association.
- C. Superintendent shall mean the Superintendent of Schools of the Holly Area Schools or designated agents.
- D. Administrator shall mean any bargaining unit administrator as specified in MERC certification case #R75-J-430.

Section 4. Distribution of Agreement

The Board shall be responsible for the typing, printing and preparation of sufficient copies of this agreement for distribution by the Association to each member of the bargaining unit.

Section 5. Special Conferences

The Superintendent or designee and the Association committee of three, shall meet to discuss matters relating to the agreement at such times as are mutually agreeable. Such meetings in excess of two per calendar year shall be at the discretion of the Superintendent of Schools.

Section 6. Nondiscrimination

The parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, natural origin, age, sex, height, weight, disability or marital status pursuant to 1976 P.A. 453, Section 209. The parties shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 P.A. 220, and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, and the Americans with Disabilities Act of 1990, which states that no employee or client or otherwise qualified handicapped individual shall solely by reason of his/her handicap, be excluded from participation under any program receiving Federal financial assistance.

Section 7. Creation of New Administrative Positions

The Board agrees that after establishing any new position that falls within the bargaining unit, any rates of pay, wages, hours of employment, or other conditions of employment for any new positions which would be within the unit, it shall bargain with the Association on such matters.

Section 8. Change in Administrative Duties

The Board agrees that changes to administrative positions, including changes in job title and duties which would be within the unit, and prior to implementation of such changes, it shall bargain with the Association on such matters.

Assignments or duties which require an extension to the work year shall be compensated on a per diem basis with prior approval from the superintendent.

In the event that a bargaining unit administrator is required to work in more than one job classification, and is appointed by the Board of Education to this dual position; the salary shall be prorated by the amount of time assigned to each job classification.

ARTICLE II BOARD RIGHTS

The Association recognizes and agrees that the Board, as Employer, has the responsibility and authority to manage and direct, by the establishment and administration of policy on behalf of the public, all the operations and activities of the School District as authorized by law.

The Board, on its own behalf and on 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 Constitution of the State of Michigan and of the United States, except as such rights and responsibilities shall be limited by the specific and express provisions of this Agreement.

Nothing contained in this Agreement shall be considered a denial or restriction of the Board's rights, responsibilities or authority under Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

The Association recognizes and agrees that the Board, as employer retains the sole right and responsibility to manage and operate the school district in all aspects and as to all matters in connection with the exercise of such right, subject only to the employee's right to grieve, in accordance with the Grievance Procedure later provided in this Agreement. All Board rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for cause.
3. The right to promote and transfer employees.
4. The right to establish, modify or change report card grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
5. The selection of textbooks and teaching materials, and various teaching aids.
6. The right to determine, modify or change class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

The exercise of the foregoing rights and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board as otherwise limited by specific and express provisions of the Agreement.

BOARD POLICIES

The Employees shall comply with policies adopted by the Board of Education, and shall comply with rules, orders and procedures as established by the central office administration. In the event that a policy, rule, procedure or central office administrative order is challenged as contrary to the specific and express provisions of the Master Contract, affected employees shall comply and seek recourse through the Grievance Procedure.

ARTICLE III ASSOCIATION RIGHTS

Section 1. Association Use of School Buildings and Equipment

The Association shall request through the Superintendent the use of school buildings. Such requests must be made in writing by the completion of a building use form. Approval of the Superintendent is required prior to use of the building by the Association or its member(s).

The Association shall have use of inter-school mail services. Officers and other members of the Association shall be permitted to transact official Association business on school property during non-work hours, provided that this shall not interfere with or interrupt normal school operations.

Section 2. Access to Board Information

The Board shall make available to the Association reasonable requests for statistical or financial information in the possession of the Board as relevant to collective bargaining. It is understood that the Board shall not be required to compile information or statistics. Original records of the specific information are to be examined at the offices of the Board.

Section 3. Association Leave Days

The Board will make available to the Association, not to exceed, two (2) scheduled school days for attendance by representatives of the Association at scheduled Association affairs requiring absence from the District. Time will be scheduled upon application to the Board of Education, or its designee, three (3) days in advance of the requested absence, and shall not interfere with school affairs, and shall not coincide with holidays, vacations or non-work days.

ARTICLE IV RESIDENCY REQUIREMENTS

No member of the Association shall be required to live in the school district as a condition of employment for a position in the unit as described in Article I, Section I.

ARTICLE V EMPLOYMENT REQUIREMENTS

Section 1. Posting and Appointment of Administrative Positions

- A. The Superintendent or designee will notify the Chairperson of the Association of a vacancy within the bargaining unit no less than ten (10) calendar days prior to selection of a candidate for the position. Applications for such vacancy must be made in writing to the Superintendent of schools, stating the applicant's qualifications and reasons for applying.
- B. The Superintendent may temporarily fill an administrative vacancy in case of emergency.
- C. Applications filed by members of the bargaining unit shall be considered prior to filling the vacancy.

Section 2. Hours of Work.

In order to attain ultimate efficiency in the operation of the District's schools and to provide the best possible education program to the pupils served thereby, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, at times, involve work in and out of the school building. Administrators shall be available for work at all times and places consistent with school programs.

Section 3. Work Weeks, Summer Months and Individual Contracts

- A. The work year:

<u>Position</u>	<u>Work Days</u>
Senior High Principal *	225
Middle School Principal	215
Elementary School Principal	210
Asst. High School Principal	210
Asst. Middle School Principal	210
Director of Special Education	210
Athletic Director	210
Director of Literacy, Assessment, and Grants	210

- * - HS Principals entering HASSA after July 1, 2011 will work a contract year of 220 days

- B. The Superintendent of Schools may adjust work schedules to allow administrators to engage in programs of professional growth.
- C. An administrator, after serving a two year probationary period and whose work is performed satisfactorily, will receive an individual contract for a two year duration. This contract will be renewed annually, on or before April 1, and extended so the life of the contract after April 1 is for two years, except as follows:
 - 1. Modification or deletion of the position.
 - 2. Unsatisfactory performance as detailed in the administrator's evaluation, as specified in the procedure listed in Section 4.B. below.
 - 3. Termination by mutual consent, or discharge for just cause.

Section 4. Evaluation of Administrative Personnel

The Superintendent shall follow the procedures listed below in making the annual evaluation.

- A. There shall be at least one (1) conference with each administrator before the official report is submitted to the Board.
- B. Administrative deficiencies will be communicated by the Superintendent as they occur whenever possible. Following the issuance of a preliminary written evaluation in which deficiencies are identified, the Superintendent and Administrator will meet to discuss the preliminary evaluation within five (5) working days. At that meeting, the Superintendent will review the deficiencies, propose corrective action and establish reasonable time-lines for resolving the deficiencies. The Superintendent and the affected Administrator will meet every six (6) weeks thereafter to discuss the Administrator's progress. Matters discussed at each six (6) week meeting will be documented and a copy given to the Administrator.

The Association may grieve any failure of the Superintendent to comply with any of the above-stated requirements at the time the failure occurs and within the time limits specified in the Grievance Procedure.

An administrator who corrects the cited deficiencies will have his/her contract extended on or before the next April 1.

Administrators will be notified of their evaluation factor at their annual evaluation conference.

- C. The official report to the Board shall be in the same form for each district administrator's evaluation.
- D. The administrator shall be given a copy of the evaluation on or before April 1 and before it is presented to the Board, and he/she shall sign it to indicate he has read it. He/she may also request that a copy of his/her own personal statement be submitted and attached to that of the Superintendent for the official record. The Board may annually review these evaluations and advise the individual of any disagreements.
- E. When the administrator does not agree with his/her personal evaluation, he/she may, at his/her option, meet with the Superintendent and attempt to resolve that part of the evaluation with which he/she is not in agreement.
- F. Administrators will be evaluated based on the duties described in their job description. In the event that job descriptions are changed or additional duties are assigned, the evaluation will be based on the job description and extra duties in effect at the time of the last contract renewal.

By October 1, 2011 an evaluation instrument will be developed between the Superintendent and HASSA which will include Merit Pay opportunities.

ARTICLE VI ADMINISTRATOR RIGHTS

Section 1. Open Personnel File

Administrators shall have the right to review their personnel files. The administrator shall make an appointment with the Superintendent or designee who shall be present at such review.

Section 2. Pupil Assignments

Each building principal will determine pupil assignments in his/her building, subject to the Superintendent's approval and confirmation, or as delegated by the Superintendent. Any problems reported to the Superintendent in regard hereto shall be discussed with the building principal.

Section 3. Staff Assignments

Each building principal will have the right to make assignments of staff within his/her building, subject to the Superintendent's approval and confirmation, or as may be delegated by the Superintendent. Any complaint with regard thereto shall be discussed directly with the building principal. Assignments shall be made in accordance with collective bargaining obligations.

Section 4. Federal Programs

Each building principal shall have the right to recommend those district employees who are to participate in Federally funded programs within his/her building. The selection, however, shall be based on general criteria to be developed for such position under the direction of the Superintendent.

Section 5. Parent Complaints

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that, in the case of a complaint on the part of a citizen regarding an administrator, or a program or an employee he/she supervises, such citizen shall be strongly encouraged first to discuss the matter fully, either by phone or in person, with the administrator involved before any administrator not within the unit or the Board of Education conducts a hearing on the citizen complaint.

If a complaint is to be heard by the Board, it may request a consultation with the involved administrator, and the administrator shall be given the opportunity within three days of the request to provide the necessary background information, either in person or by confidential memorandum, before any action is taken on the matter.

Section 6. Encouragement and Support of Administrators

The Board, recognizing that administrators are frequently exposed to situations of great stress and pressure, hereby agrees to render to its administrators all encouragement when they are acting within the scope of their employment. The Board further agrees to provide \$1,000,000 liability insurance coverage for each administrator.

Section 7. Discipline for Just Cause

When it becomes necessary for the District to discipline, suspend, demote and/or discharge an administrator from his/her administrative position, the District, in acknowledgment of the concept of

progressive discipline, agrees to comply with the following procedure.

- A. Incompetency: When an administrator is determined to be performing at a less than satisfactory level in the normal course of fulfilling his/her responsibilities, the District shall:
 - 1. Review with the administrator the definition of his/her job responsibilities, noting specifically and in writing, the areas of poor performance, incorrect procedures, improper attitudes, etc.
 - 2. If improvement in job performance (to the District's satisfaction) is not, or cannot be made by the administrator, a notice of termination of Administrative Contract shall be given to the administrator no longer than ninety (90) calendar days prior to expiration of his/her contract.
- B. Other Offenses: The District reserves the right to discipline, demote and/or discharge an administrator in other instances for Just Cause.

Section 8. Teacher Seniority for Administrators

Recognition of administrative service in the Holly Area Schools as credit toward teacher seniority shall be in accordance with the Master Agreement with the Holly Education Association in effect. See Article VIII, G. of that agreement. Demands for change in this policy by the Holly Education Association or the Board will be reported to the administrators.

The Board will make reasonable efforts to provide continued employment for administrators who are qualified and certified for the new position.

Section 9. Staff Reduction

- A. In the event a reduction in staff is deemed necessary by the Board, years of administrative experience within the District will be the criteria in determining which member of the bargaining unit shall be laid off; such determination shall be subject to certification and qualifications to do the job, as determined by the Board. Years of administrative service within the district shall determine retention for positions within the bargaining unit as long as those years of certificated service are greater than those of any other certificated employee of equal or lesser status.
- B. If, after the application of the above position the administrator is laid off, he/she shall have recall rights equal to his/her length of service with the District, but in no event less than the unexpired term of his/her contract.
- C. If an administrator is relieved of his/her duties because of a reduction in staff and employed as a teacher, he/she will be given the maximum experience credit on the salary schedule according to the teacher Master Contract for his/her administrative and teaching experience both within and outside the District.

Section 10. Transfers

- A. Definitions: A transfer is understood to mean a lateral movement from one assignment to another which has the same classification; i.e. elementary school principal.
- B. Voluntary Transfers: Any administrator has the right to request consideration for a transfer at any time. Changes of assignment would normally take place before the beginning of a school year or semester.
1. A request may be initiated within a written request directed to the Superintendent. A preliminary conference may be scheduled but is not mandatory.
 2. Individuals requesting consideration for transfer should initiate such a request by March 1 of any school year.
 3. Consideration will be given to the request and a decision made on the basis of the individual's desire, qualifications, appropriate assignment available, and the needs within the District.
 4. The final decision for transfer and/or assignment rests with the Superintendent of Schools.
- C. Involuntary Transfer: Board concerns about (a) the personal incompatibility or (b) inadequate performance of duties by an administrator shall be discussed with the Superintendent or designee, who shall, in turn, inform the administrator of the Board's concern.

The Superintendent shall offer all appropriate assistance and counsel to the administrator, so as to help correct the situation given to the administrator as the underlying reason for a contemplated transfer because of (a) personal incompatibility or (b) inadequate performance of duties.

The affected administrator shall be given an opportunity, within ten days of the Superintendent's meeting, to present a program with objectives designed to correct the problem without the necessity of an involuntary transfer. Such program and objectives shall be reviewed with the Board by the Superintendent and a recommendation made to the Board by the Superintendent to either transfer or withhold the transfer, pending completion of the affected administrator's proposed program.

Section 11. Budget Allocations

In the event the Board allocates funds to a building budget for expenditures during the fiscal year, it is understood that such funds shall not be reduced during the fiscal year unless the Board determines,

in its sole discretion, that the District is confronted with financial problems which dictate revision of the funds allocated.

Section 12. Prospective Employees

The Board agrees that members of the Administrative Association may be invited by the Superintendent or Board of Education to participate in the screening of applicants. In the event an individual is invited, that person or a suitable alternate will participate in the process.

Section 13. Reduction of an Administrator's Staff

The Board will accept recommendations of the administrator in charge, but reduction must be made in conformity with labor agreements in force and the final decision will be at the sole discretion of the Board of Education.

Section 14. Administrative Staffing

The Board will establish staffing procedures which may include bargaining unit personnel in an advisory capacity.

An intern shall not supplant a vacant administrative position for more than one semester.

**ARTICLE VII
INSTRUCTIONAL PROGRAM MATTERS**

Section 1. Curriculum Revision

The Board agrees that whenever a change in curriculum is contemplated which would affect administrators in more than one building, the administrative council will be convened. It is further agreed that proposed revisions of the curriculum shall be made available in writing to the administrative council and the council shall be offered the opportunity to submit its recommendations to the Board.

**ARTICLE VIII
FRINGE BENEFITS**

Section 1. Group Term Life Insurance

Life - 2 1/2 x Salary, Not to Exceed \$250,000

Section 2. Hospitalization

The Board shall provide health insurance for a full twelve (12) month period for employee’s entire family through Health Plus PPO Insurance. For the 2011-12 and 2012-13 school year employee contribution shall be 15% of the annual premium.

Those administrators who do not elect health care coverage may elect to receive a cash option as depicted in the chart below, and up to a maximum of the amount paid by any other District bargaining group agreement. This will be a lump sum payment on the first pay in November.

Number Participants	Cash in Lieu Amount
0-4	\$4,500
5	\$5,500
6 or more	\$6,500

Section 3. Dental - District-funded with a third party administrator (coverage remains the same as defined in the 1995-1998 agreement) with a Dentamax Rider (Passive PPO).

- A. For those persons who have no other coverage:
 - 80% Class I Benefits
 - 80% Class II Benefits
 - 80% Class III Benefits – Lifetime maximum of \$1,200.00
 - Class I and II Benefits – Annual Maximum of \$1,200.00

The above includes internal and external coordination of benefits.

- B. For those persons who have other coverage:
 - 50% Class I Benefits
 - 50% Class II Benefits
 - 50% Class III Benefits – Lifetime maximum of \$600.00
 - Class I and II Benefits – Annual Maximum of \$1,200.00

The above includes internal and external coordination of benefits

Section 4. Vision - District-funded with a third part administrator

The Board will provide vision coverage equal to the 1995-1998 agreement including internal and external coordination of benefits for all employees and their eligible dependents.

Section 5. Long Term Disability Protection

Maximum covered payroll per employee, \$3,810.00 per month. Amount of insurance - 66 2/3% (Benefit percentage) of basic month earnings not to exceed a maximum monthly benefit of \$2,540.00, less other income benefits stated in the policy. The minimum monthly benefit is \$50.00 monthly. Elimination period 90 days or end of sick leave, whichever is greater. Pre-existing conditions will be waived if such waiver is agreeable to the insurance carrier.

Section 6. Professional Dues and Business Days

The Board will pay the annual dues to one (1) State, and one (1) National Professional Association for each administrator, at their request, and to one service organization approved by the Superintendent.

Professional business days shall be permitted only after written application to and written approval by the Board or its designee.

Section 7. Conference Allowance

The Board will pay the expenses of any administrator for attendance at conferences upon written application and approval by the Board or its designee. An administrator may incur normal (approved) expenses to attend a National Conference every other year - except in cases of district wide financial austerity.

Section 8. University Class Tuition

The bargaining unit administrator must submit to the Superintendent for approval courses and tuition costs in advance of signing up for the course. If the Superintendent approves the cost and courses the cost of tuition will be reimbursed in full. The administrator must pass the course in order to be entitled to reimbursement.

Reimbursement for textbooks will be made under the following conditions:

- A. The text is required for the class.
- B. The class must have prior approval of the Superintendent of Schools.
- C. An invoice must be submitted at the time that the request for tuition reimbursement is made.
- D. Successful completion of the class is a requirement for textbook reimbursement to be made.

Section 9. Physical Examination

The HASAA members may choose to have a physical examination on an every other year basis, subject to the following qualifications:

- A. The Board of Education will designate the physician
- B. The employee must sign a release to permit a summary of the physical to be mailed to the School District.
- C. The physical examination report will be included as part of the personnel file.
- D. The Board will pay the total cost of the examination unless such costs are covered under the health insurance program.

Section 10. Retirement

A. An administrator employed as of June 30, 1998 shall be eligible to receive the plan described below at the time of his/her retirement as an administrator with Holly Area Schools:

- 1. The equivalent of two (2) years of service toward retirement, using the current MPSERS formula for buying service credit. Such payment shall be made into a 401(a) or a 403(b) on behalf of the employee.

2. \$60/year X total years actually worked in the Holly District
3. \$65/day X Unused sick days (up to the contractual limits), which is guaranteed in the Master Agreement.
4. \$300/year X total years actually worked in an administrative position in the Holly District.
5. The calculation from #1-4 above will be paid in a lump sum or as follows:
 - a. 2 Annual Installments = Lump Sum + 10% Extra
 - b. 3 Annual Installments = Lump Sum + 20% Extra
 - c. 4 Annual Installments = Lump Sum + 30% Extra
 - d. 5 Annual Installments = Lump Sum + 40% Extra

Ninety (90) days notice to the Board or superintendent is required.

B. A bargaining unit member first hired in an administrative position with Holly Area Schools after July 1, 1998 shall not be eligible for the retirement incentive payments described in the immediately preceding paragraphs but will instead be eligible to receive the following at the time of his/her retirement as an administrator with Holly Area Schools:

1. A lump sum payment of \$35,000
2. \$300 per year for each year of HAS administrative experience
3. Pay for all unused accumulated leave days as follows:

150+ Days	\$65.00 a day
100-149 Days	\$55.00 a day
Up to 99 Days	\$45.00 a day

All of the foregoing severance amounts and disbursements are subject to reduction dues to employee FICA/Medicare, income tax withholding, and other legally required deductions.

In order to be eligible to receive the above amounts a bargaining unit member first hired after July 1, 1998 must satisfy all of the following conditions:

1. He/she must have served at least ten (10) years in an administrative assignment or must have served a combined total of thirty (30) years with HAS as a teacher and an administrator; including a minimum five (5) years of administrative service (and excluding purchased service year credits) with HAS immediately preceding the year in which he/she retires.
2. He/she must submit a letter of resignation (in all administrative and teaching capacities) to the District at least ninety (90) days prior to the date of his/her resignation due to retirement.
3. He/she must provide documentation to the District verifying that the administrator has applied to the MPSERS and is eligible to receive statutory pension benefits within 60 days of the date of his/her resignation from the District.
4. He/she must not be separating from the District as a result of a recommendation of discharge or non-renewal of contract or administrative appointment.
5. He/she must execute a release of any and all claims against Holly Area Schools

which may be legally waived in exchange for receipt of the above payments at the time of the administrator's separation from Holly Area Schools due to retirement.

- C. Should a bargaining unit member hired after July 1, 1998, retire prior to serving 10 consecutive years as an administrator in Holly Area Schools, or prior to having served a combined total of thirty (30) years with HAS as a teacher and administrator, including a minimum of five (5) years of administrative service, (excluding purchased service year credits) and meet the criteria as stated in Section 11 B 2 through 5 above, he/she will be eligible to receive pay for all unused accumulated leave days as follows:

150+ Days	\$65.00 a day
100-149 Days	\$55.00 a day
Up to 99 Days	\$45.00 a day

Section 11. Leadership of a Study

\$1,000 will be awarded for the annual leadership of an approved curriculum study or special project chaired by a HASAA member(s). An employee will receive prior written acknowledgement from the Superintendent (or designee) relative to the assignment, goals and objectives, a timeline for completion, and whether or not it will be paid. HASSA members reserve the right to appeal the assignment to the Superintendent.

**ARTICLE IX
GRIEVANCE PROCEDURE**

Section 1. Definition

A "grievance" is an alleged violation of the specific and express terms of this Agreement. Nothing herein shall prescribe the submission of other complaints arising out of an individual's own working conditions which may be submitted as complaints and processed to, but not beyond, Level Three of the Grievance Procedure.

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

1. Extending the probationary period of any personnel.
2. Staff size, curriculum, school finance, selection of personnel and other matters reserved by law to Board discretion.
3. The provisions of insurance contracts and policies.
4. Any policy, rule, regulation or practice of the Board not in direct conflict with the Agreement.
5. 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.

Section 2. Time Limits

- A. 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 to be 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.
- B. Each grievance shall be initiated within 15 calendar days from the date of the alleged violation. If a grievance is not initiated within this time period, the grievance is 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. 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) calendar days to the Superintendent, who will arrange a meeting within ten (10) calendar days. The association's representative, the Superintendent and/or designee and the grievant shall be present at the meeting.
- 2. The Board's representative must provide a written answer on the grievance within five (5) calendar days following the above meeting.

Level 3

- 1. 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) calendar days of the receipt of the written answer in Level 2. The Board or sub committee of the Board will meet within two calendar weeks; may hold a hearing on the grievance; review such grievance in Executive Session; or give such consideration as it shall deem appropriate. Disposition shall be furnished to the administrator and Association within five (5) calendar days of such meeting.

Level 4

If the grievance as defined in Section 1 of this Article is unresolved in Level 3, the Association may request Level 4 Advisory Arbitration by written request to the Superintendent within five (5) calendar days of the written Level 3 disposition.

Two members of the Advisory Board shall be appointed by the Board and two by the Association. A fifth member, who shall be the Chairman, shall be selected by the four thus appointed. No member of the Advisory Board shall be a member of the Board or an employee of the school district. Such members must be registered voters in the Holly Area School District.

The Advisory Board shall be asked to make recommendations for settlement as soon as possible. The Advisory Board shall determine its own procedure. Recommendations shall be communicated in writing, to both the Board and the Association, within fourteen (14) days from the date of such decision.

Once the recommendation of the Advisory Board is transmitted to all parties, the Board of Education shall make the final decision as to the disposition of the Advisory Board recommendation and so inform the Association within five (5) calendar days after its next regular meeting or two (2) weeks, whichever shall be most convenient to the Board.

If the grievance is unresolved in Level 3 and/or Level 4, the Association, the aggrieved, or the Board shall be free to follow the course of action provided by law.

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.
- B. 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 X LEAVES

- A. All administrators will receive twelve (12) days allowance at the beginning of the school year. Administrators will accumulate unused leave days from year to year. Unused leave days will be posted on administrator's bi-weekly paychecks.

- B. Leaves chargeable against accumulated leave time unless otherwise specified:
 - 1. Personal illness.

 - 2. Funeral of non-relative, minimum one-half (2) day per occurrence, maximum one (1) per year.

 - 3. Personal Business Day - a maximum of three (3) per year:
 - a. A personal business day shall be defined to include important personal activities which cannot be scheduled outside of regular school hours.

 - b. The Superintendent will grant an administrator time off, providing a written request specifying the general reason is received three (3) school days in advance by the superintendent, except in emergencies, when a shorter notice will be acceptable.

 - 4. A maximum of five (5) days per year may be used for:
 - a. A serious illness which might be terminal of an immediate family member. Specifically, husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, or in-laws of the same relationship.

 - 5. An administrator must file a written request for leave of absence when his/her accumulated leave days are used and he/she has had thirty (30) unpaid days of absence. This request will be made for sickness or injury and may be granted for the remainder of the administrative contractual year.

 - 6. A maximum of two (2) days per year may be used for religious holidays which occur on a scheduled work day provided:
 - a. Written application to the Superintendent is received no less than seven (7) days in advance.

 - b. Date of receipt of written request by the Superintendent shall

determine priority.

- c. No more than two (2) members of the total administrative staff will be excused on a given day.
- d. The request date shall not coincide with any period of leave of absence for other reasons or period on the school calendar designated as holiday, vacation, teacher day, or the first and last day of administrator's scheduled work week.

C. Leaves with pay not to be charged against the administrator's accumulation of leave time:

- 1. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent or grandchild, or in-laws of the same relationship.
- 2. In the case of a necessary extension of bereavement or terminal illness due to weather or travel emergency, the administrator shall contact the Superintendent regarding this request for extension. No deduction from sick leave will be made under this section.
- 3. Legal or professional reasons where the administrator's presence is required and it cannot be scheduled on a day other than an administrator's work day.

Administrators shall deliver a written request specifying the general reason three (3) days in advance to the Superintendent.

- a. Administrators will have two (2) days per year non-cumulative.
 - b. Not more than two (2) of the total administrators shall be excused on a given day, and the date the request is received by the superintendent shall determine priority.
- 4. A day will be granted for selective service physical without loss of pay or leave time.

D. Leaves of absence without pay that may be granted by the Board of Education - written application must be made to the Board.

- 1. Educational improvement.
- 2. Study, research, or special teaching assignment.
- 3. To serve in public office, time to campaign for state or national public office.
- 4. Health or illness.

E. A leave of absence shall be granted by an administrator called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between

the administrator's salary as computed on a daily basis, as set forth in this contract and the daily jury fee paid by the court, and provided further, that the Board shall only be obligated to pay said difference when the administrator cooperates with the Central Office in seeking to be excused from such service.

- F. An administrator served with a subpoena to appear in court will be granted leave with pay for the time required.
Payment of supplements to statutory witness fees is not required if the lawsuit, complaint, petition or charges are filed against the District, members of the Board of Education, or its employees, by an administrator arising out of the employment relationship.

ARTICLE XI FAMILY MEDICAL LEAVE ACT

6. Family Medical Leave Act
1. The Board may require medical verification of the employee's illness or that the family member's serious illness requires employee's presence and is consistent with the Federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.
 2. The Board and the administrator agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimized disruption to the continuity of educational programming and service delivery.
 - (a) The Board may grant up to one (1) school year of leave renewable at the discretion of the Board.
 - (b) Administrators may make written application for extension of the leave subject to the provision of the initial request.
 3. The Board of Education will continue premium payments for health care benefits up to four (4) months for an administrator who has been granted leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the administrator fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the administrator or other circumstances beyond the administrator's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the administrator, with any deficiency to be remitted by the administrator to the Board within ninety (90) days of demand.
 4. An administrator may make written application to the superintendent for

reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of leave on the basis of each individual case. The reasonable right of the Board of Education would not be grievable.

**ARTICLE XII
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 by the parties hereto as a "Supplemental Agreement".

**ARTICLE XIII
DURATION OF AGREEMENT**

This Agreement shall be effective as of the first day of July, 2011 and shall continue in force and effect until midnight of the 30th day of June, 2013

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives.

**BOARD OF EDUCATION
HOLLY AREA SCHOOLS**

**HOLLY AREA SCHOOLS
ADMINISTRATIVE ASSOCIATION**

SCHEDULE A

Applies to ALL HASSA Members Hired Prior to July 1, 2011

<u>Responsibility Factor</u>	<u>Points</u>	<u>Evaluation Factor</u>	
H.S. Principal	15	A Highly Effective	2
M.S. Principal	12	B Effective	1
Elementary Principal	10	C Minimally Effective	0
Asst. Principal	8.5	D Ineffective	0
Director Special Education	8.5		
Director/Coordinator	7.5		

<u>Education Factor</u>		<u>Experience Factor</u>	
MA + 15 Sem. Hrs.*	1	1st Yr. Probationary	0
MA + 30 Sem. Hrs.*	2	2nd Yr. Probationary	1
MA + 45*	3	Yr. 3-4	2
EDUC.SPEC. Degree	4	Yr. 5-6	3
PH.D. or ED.D. Degree	5	Yr. 7-8	4
(*Approved)		Yr. 9-11	5
		12 and over	6

NOTE:

The base salary for each administrator is the M.A. Step 13 salary rate of a teacher, divided by 186 multiplied by the number of days worked by the administrator as defined in Article V, Section 3 (a).

One point = 1% of the base salary (before the factors of Responsibility, Education, Evaluation and Experience are added).

For Experience Factor: Credit a full year of experience for each year of Holly administrative experience, and ½ year of experience for each year of non-Holly administrative experience.

TSA and Other Options

Each administrator will receive four points (4%) annually, with the second pay of July to be used with the administrator's other personal contributions toward a tax-sheltered annuity, mutual fund, retirement purchase, salary, additional insurance etc., of their choice.

Individuals receiving this payment who leave the district's employment prior to the end of the contract year will have this amount prorated for their actual number of days worked.

SCHEDULE A - 1

Applies to ALL HASSA Members Hired After July 1, 2011

	HS Principal	MS Principal	Elementary Principal	A/P and Directors
1	\$ 95,500	\$ 92,500	\$ 89,500	\$ 88,000
2	\$ 97,000	\$ 94,000	\$ 91,000	\$ 89,500
3	\$ 98,500	\$ 95,500	\$ 92,500	\$ 91,000
4	\$ 100,000	\$ 97,000	\$ 94,000	\$ 92,500
5	\$ 102,000	\$ 99,000	\$ 96,000	\$ 94,500
6	\$ 104,000	\$ 101,000	\$ 98,000	\$ 96,500
7	\$ 106,000	\$ 103,000	\$ 100,000	\$ 98,500