

**Huron School District**  
**and**  
**Huron Administrators Association**

Collective Bargaining Agreement

July 1, 2019 to June 30, 2021

**ARTICLE 1**  
**RECOGNITION**

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

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

**ARTICLE 2**  
**PERSONNEL FILE**

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

**ARTICLE 3**  
**STAFF SELECTION**

The administrator will have the opportunity to interview and to make a recommendation concerning all personnel, certified or non-certified or non-instructional, that are being considered for assignment to his/her building. If the Administrator is not available to interview and make recommendations concerning the above personnel, the Superintendent of Schools will complete this task.

The Administrator will be held responsible for the evaluation of the personnel assigned to his/her building.

**ARTICLE 4**  
**STAFF VACANCIES**

Any Administrator in the school district may apply for any position posted in the district.

**ARTICLE 5**  
**TRANSFERS**

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

**ARTICLE 6**  
**TENURE EXCLUSION**

This contract does not confer tenure upon the Administrator in the position as an administrator or any other administrative position in the district. While it is agreed that there is not tenure for Administrators in administrative positions, it is understood that Administrators may have rights under the Michigan Teacher Tenure Act.

**ARTICLE 7**  
**NO STRIKE CLAUSE**

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

**ARTICLE 8**  
**PROBATION AND DISCHARGE**

**Section 1. Tenure Status:**

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

**Section 2. Probationary Status:**

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

### **Section 3. Non-Probationary Contracts**

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

**ARTICLE 9**  
**SALARY SCHEDULE**

Should any of the existing administrative positions be vacated necessitating an appointment of a new Administrator not currently on staff, the Board reserves the right to negotiate a probationary salary with the newly appointed Administrator.

Administrators shall receive an annual salary as follows: Steps, partial steps and/or no steps shall be determined at the discretion of the Superintendent based upon the individual administrator's annual performance.

**HURON SCHOOL DISTRICT**  
**ADMINISTRATIVE PAY SCALE 2019-2020**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
High School Principal	95,118	97,972	100,912	103,939	107,154	110,368	113,679
Middle School Principal	88,473	91,137	93,871	96,687	99,676	102,666	105,746
Elementary Principal	84,465	86,478	88,558	91,214	94,034	96,855	99,760
HS Assistant Principal	83,639	85,627	87,681	90,311	93,103	95,896	98,773
MS Assistant Principal	83,639	85,627	87,681	90,311	93,103	95,896	98,773

**HURON SCHOOL DISTRICT**  
**ADMINISTRATIVE PAY SCALE 2020-2021**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
High School Principal	96,545	99,442	102,426	105,498	108,761	112,024	115,384
Middle School Principal	89,800	92,504	95,279	98,137	101,171	104,206	107,332
Elementary Principal	85,732	87,775	89,886	92,582	95,445	98,308	101,256
HS Assistant Principal	84,894	86,911	88,996	91,666	94,500	97,334	100,255
MS Assistant Principal	84,894	86,911	88,996	91,666	94,500	97,334	100,255

## **BENEFITS**

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

### **SICK/PERSONAL LEAVE DAYS**

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

The personal business days will be used for those activities that cannot be scheduled during non-school hours. Requests for personal business days must be submitted 48 hours in advance and preapproved by the superintendent.

### **FUNERAL LEAVE**

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

### **INSURANCE**

The Board will provide the employees and his/her eligible dependents health, dental and vision insurance coverage. The plan shall be comparable to MESSA Choices 2 with the Saver Rx, \$500/\$1000 deductible, \$20 Office Visit, \$25 Urgent Care and \$50 Emergency Room co-pays. Term Life Insurance in the amount of \$75,000 and Long-Term Disability. The Board will pay 80% and the employee will pay 20% of all insurances during the term of contract.

### **PROFESSIONAL DUES AND REIMBURSEMENT**

The Board agrees to pay the professional dues of the Administrators to their professional organizations approved by the Superintendent on a yearly basis. The Board agrees to pay for conference costs to local and state meetings. Conference reimbursement would include reasonable expenses for food, lodging, travel and registration.

### **STIPEND FOR HIGHER DEGREE**

Any administrator who earns an Education Specialist degree will be granted a stipend of \$1250 annually. If the administrator earns a Doctorate degree he/she will be granted a stipend of \$2500 annually. The degree must be earned by September 1 of any year and the stipend will be paid in June each year.

## REIMBURSEMENT FOR CERTIFICATION

Administrators will be eligible for reimbursement for renewing their administrative certificate to a maximum of \$150.

## LONGEVITY

Upon completion of ten (10) years and until completion of fourteen (14) years as an Administrator in the District, Administrators will be eligible for a \$1500 stipend annually. Upon completion of fifteen (15) years, the Administrator will be eligible for a \$2500 stipend annually. The stipend will be paid in December each year.

## WORK YEAR

All administrators shall begin work first Monday in August, work all teacher calendar workdays, and end work last weekday of June of each year. For purposes of severance or other reasons, per diem pay will be based on a 220 day work year.

## SEVERANCE PAY

Severance pay shall be awarded to Administrators who leave the District in good standing if they have been employed by the District for a minimum of 10 years. The Administrators shall receive fifty (50) percent of his/her daily rate for each unused cumulative leave days to a maximum of one hundred twenty (120) days. The employees shall not have the option to receive cash. The employer will make this payment into each employee's 401(a) 403(b) Huron School District Pay Plan no later than 30 days after effective date of resignation or retirement. These payments to employees by the district will constitute employer contributions under 401(a)/403(b) of the Internal Revenue Code (IRC).

## LONG-TERM DISABILITY

MESSA Long-Term Disability Insurance or equivalent.

## CAFETERIA PLAN

The employer shall formal adopt a qualified plan document which complies with section 125 of the Internal Revenue Code that includes the following:

- a. Waiver of Health Insurance Cash Option Plan
- b. Medical Spending Account
- c. Dependent Care Reimbursement
- d. Insurance premium conversion

An administrator electing the Medical Spending Account or Dependent Care Reimbursement shall enter into a salary reduction agreement.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

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

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

**Step 1.**

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

**Step 2.**

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

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



### Step 3.

- A. Within ten (10) working days of receipt of the Superintendent's written decision, the Association may submit the matter to the American Arbitration Association in the event the decision is unsatisfactory to the Association.
- B. The arbitrator shall be selected in accordance with the rules, regulations and methods recommended by the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and conclusive and binding upon employees, the Employer and the Association subject to the right of the Board or the Association to judicial review.
- D. Powers of the Arbitrator are subject to the following limitations:
  - 1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - 2. S/he shall have no power to establish or to change any existing salary schedule.
  - 3. S/he shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where such practice, policy rules or action is in conflict with this Agreement.
  - 4. S/he shall have no power to interpret State or Federal law except as specifically mentioned in the Agreement.
  - 5. S/he shall not hear any grievance barred from the scope of the grievance procedure or a grievance that has fallen outside the stated timelines of the grievance procedure.
- E. After a case on which the Arbitrator is powered to rule hereunder has been referred to his/her, it may not be withdrawn by either party except by mutual consent.
- F. If either party disputes the arbitrability of the grievance under the terms of this Agreement, the Arbitrator shall first rule on the arbitrability of the grievance before s/he hears the merits of the grievance.

- G. The Arbitrator may hold several hearings in one session in order to hear grievances.
- H. The cost of the Arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation.

**ARTICLE 11**  
**PROTECTION OF ADMINISTRATORS**

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

- B. Professional Liability:

District agrees that it shall defend, hold harmless, and indemnify Administrators from any and all demands, claims, suits, actions, and legal proceedings brought against administrators in their official capacity as agent and employees of the District, provided the incident arose while Administrators were acting within scope of their employment and excluding criminal litigation and as such liability coverage is within the authority of the School Board to provide under State Law. Time lost by an Administrator in connection with an incident mentioned in the previous sentence shall not be charged against any leaves as provided in this agreement for a period not to exceed one year.

- C. Huron Administrators Association administrators shall be covered under the District's comprehensive general liability policy or other appropriate policies up to \$1,000,000 in coverage for each occurrence.

**ARTICLE 12**  
**NEGOTIATIONS**

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

**ARTICLE 13**  
**DURATION OF AGREEMENT**

This Agreement will be in effect from July 1, 2019 and will remain in force and effect until midnight, June 30, 2021. If, pursuant to negotiations, and agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual agreement of the parties.

In witness whereof; the parties have here unto execute this agreement by their duly authorized representatives.

**Huron Board of Education**

**Huron Administrators Association**

\_\_\_\_\_  
Board President

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HAA President

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Board Secretary

\_\_\_\_\_  
HAA Secretary

\_\_\_\_\_  
Date

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Date