# MAPLE VALLEY BOARD OF EDUCATION MAPLE VALLEY ADMINSTRATORS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

This agreement, entered into this first day of July, 2013, is by and between the Board of Education of the Maple Valley Public Schools, hereinafter called the Board, and the Maple Valley Administrators Association, hereinafter called Association.

#### Witnessed

Whereas, the parties, following deliberate professional negotiations reached some certain understanding, which they desire to incorporate into the collective bargaining agreement.

# ARTICLE I RECOGNITION

#### Section 1 – Recognition of Association

The Board hereby recognizes the Association in accordance with the applicable provisions of Act Number 336 of the Public Acts of 1947, as amended in 1965 as the sole and exclusive collective bargaining representative for the personnel employed by the Board in administrative positions as follows:

Junior-Senior High School Principal
Assistant High School Principal/Athletic Director
Elementary Principals
Special Education Supervisor
Pathways/Adult Education Director (If needed, based on enrollment)

Excluding the Superintendent and other executives, supervisors, teachers, and all other non-instructional personnel.

#### Section 2 – Scope of Agreement

It is mutually acknowledged that this collective bargaining agreement represents the complete agreement between the parties; and any other matter outside of this agreement, which has not been incorporated by reference herein, shall not be deemed to be part of such collective agreement.

#### Section 3 – Definitions

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

- A. Association shall mean the Maple Valley Administrators' Association.
- B. Administrator shall mean any member of the bargaining unit.

- C. Superintendent shall mean the Superintendent of Schools of the Maple Valley Schools, his/her designated agent.
- D. In the construction of the words in the collective bargaining agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

#### Section 4 – Special Conferences

The Board and the Association may meet by mutual consent during the school year, upon the request of either party, to discuss matters relating to this agreement. The time and place of all such meetings shall be mutually agreed upon.

#### Section 5 – Distribution of Agreement

The Board shall cooperate in the preparation of sufficient copies of this agreement for distribution by the Association to each member of the bargaining unit.

#### Section 6 - Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions of their conduct towards each other. Both parties agree that they will meet their respective obligations as defined in Act Number 336, Public Acts of 1947, as amended, and the Association agree that no administrator shall engage in a strike as also defined in the above mentioned Act. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, accruing to either party under the same Act. Administrators further agree to operate fully within their job descriptions, whenever their safety is not in jeopardy, during any work stoppage affected by any other employee group.

# ARTICLE II MANAGEMENT RIGHTS CLAUSE

There is reserved exclusively, to the Board, all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of Michigan and the United States or which have theretofore properly been exercised by it, excepting only where expressly and in specific terms, limited by the provisions of this Agreement including, but not limited to, the right to:

- A. Manage and control the school's business, the equipment, the operations, and direct the work forces and affairs of the Employer.
- B. Continue its rights and past practices of assignment and direction of work of all of its administrative personnel including the right to hire, promote, suspend, discharge, evaluate, transfer, and determine the work load of the Administrators, but none of which will be in conflict with the specific provisions in this agreement.
- C. Determine the number and qualifications of Administrative positions.
- D. Determine the location or relocation of its facilities

## ARTICLE III ASSOCIATION RIGHTS

#### Section 1 – Association Use of School Buildings

The Association and its members shall have the right to use building facilities and equipment for Association meetings and business that do not interfere with the regular program of the school system.

#### Section 2 – Access to Board Information

The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information as will assist the Association in collective bargaining.

# ARTICLE IV APPOINTMENTS, EVALUATIONS, AND TRANSFERS

#### Section 1 – Appointment of Administrators

- A. Vacancies for all administrative positions will be communicated by posting in all buildings for a period of ten (10) working days, as soon as possible after the vacancy occurs. Vacancies will be publicly announced as soon as possible after they are known.
- B. The Board may request individual association members to be involved in a formal screening process for new or replacement administrators.
- C. Administrators with prior experience in the Maple Valley School System shall be considered for any administrative position for which they are certified and qualified. Application for a vacancy may be made to the Superintendent of Schools. Upon application, the administrator will be granted a meeting with the Labor-Management Committee of the Board to discuss the vacancy, if the applicant so desires. The Board retains the right to be the final authority on filling any vacancy.
- D. An Administrator may be assigned to any particular building, location, or department for which he/she is qualified at the discretion of the Board or its authorized agents.
- E. Each Administrator represents that he/she possesses sufficient credentials required by the laws of the State of Michigan in order to qualify for his/her administrative position(s) with the district.

#### Section 2 – Transfer

An administrator may be transferred from one assignment to another if he/she is qualified, except that no change is assignment may be made for reasons of personal bias, vindictiveness, or discrimination, nor shall any change result in the reduction of salary or benefits during the school year in which the transfer occurs, or otherwise cause an Administrator to undertake duties separate and distinct from the field of educational administration without prior consent of the Administrator hereunto.

## ARTICLE V ADMINISTRATIVE RIGHTS

#### Section 1 – Personnel File

It shall be the right of every administrator to examine his/her official personnel file upon request. Before any material of evaluative or disciplinary nature is placed in the administrator's file, the administrator must be given the opportunity to read it and attach an answer in writing if he/she desires.

#### Section 2 - Staff Selection and Assignment

- A. The Board agrees that each administrator shall be notified of the opportunity to interview and make a recommendation concerning all personnel, certified and non-certified, who are being considered for initial hire to an assignment in his/her building.
- B. Subject to confirmation or review by the Superintendent, each building administrator shall be responsible for making a determination regarding each staff member's assignment within his/her building.

#### Section 3 – Parent and Citizen Complaints

The Board agrees that in case of a complaint by a citizen regarding an Administrator, or an employee that administrator supervises, that citizen will be requested to first discuss the complaint with the administrator involved. In the event that citizen refuses to discuss the complaint with the administrator involved, the Board agrees that no further action will be taken regarding the complaint until the administrator has had the opportunity to provide background information to the administrator in charge. The administration agrees that the Board retains the right to investigate and take appropriate action on any complaint, where the citizen refuses to discuss said complaint with the administrator.

#### Section 4 – Pupil Assignments

Subject to the approval of the Superintendent, each building administrator shall have the responsibility to make a determination regarding each pupil's assignment within his/her buildings. Any such determination shall be made in conformance with Board of Education policies regarding the classification and promotion of pupils.

#### Section 5 – Discipline, Discharge, or Demotion of Administrators

No administrator shall be disciplined, demoted, or discharged except for just cause, which action shall be subject to the Grievances, Appeals, and Reviews (Article VII). All reprimands or disciplinary actions taken

against an administrator shall be put in writing, signed by the person responsible for taking action, with a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file and endorsed by that administrator, acknowledging receipt of a copy of the document; no other copies are to be made without consent of the principal, except as required by law. This provision does not apply to any decision to not extend the contract of employment or non-renewal of a contract of employment pursuant to Section 1229 of the Revised School Code.

#### Section 6 - Individual Administrator Contract and Reduction in Staff

Administrator's individual contract of employment shall be made expressly subject to all terms of this agreement, and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this agreement, this agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Such individual contracts of employment shall expressly provide for the termination of employment upon a reduction in administrative personnel. Such individual contracts of employment shall expressly deny the granting of tenure in the administrative capacity. Furthermore, no provision of this Agreement shall be construed to grant tenure in Administrative capacity, and it is hereby expressly provided that no administrator shall acquire or be granted tenure in the administrative capacity.

In the event an administrator is laid off, he/she shall have equal opportunity to apply for any teaching vacancy available. In the event that no teachers (currently employed or on layoff) apply for the vacancy, then the laid off administrator will have the right to fill such an opening, if he/she so chooses, before the Board will solicit any external candidates. All conditions of employment in the opening are subject to the agreement between the Board and the Eaton County Education Association.

#### Section 7 – Individual Administrator Contracts

Each new administrator employed by the Board shall be individually contracted for two years. Principals with satisfactory service shall be granted a two (2) year individual contract renewable annually. Upon the Superintendent's recommendation, the Board shall take action to renew individual principal contracts no later than the regular March Board of Education meeting each year. Failure to take action at the regular March board meeting will result in the automatic addition of one year on the principal's individual contract.

#### Section 8 – Holidays and Vacations

The District recognizes all holidays as scheduled on the school calendar. Administrators will have the option of whether to work during Christmas, Spring Break, and any days that teachers and students are not in attendance.

Vacation time during the summer months may not be taken one (1) week before the opening of school unless given approval by the Superintendent. Administrators on a twelve (12) month contract shall receive four weeks vacation time each year here under.

Administrators receiving vacation time will be allowed to carry over no more than the equivalent of one years vacation time.

#### Section 9 - Professional Improvements

The Board and the Association believe it is desirable for Administrators to participate in professional meetings, conventions, seminars, workshops, and similar activities that directly benefit the school district at no cost to the principal, as approved and required by the district.

#### Section 10 – Association Representation

Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where the probability of disciplinary action will be discussed or where discipline will be imposed.

# ARTICLE VI ADMINISTRATIVE DUTIES

- A. During the course of employment, Administrators shall fulfill duties and responsibilities of their position(s) as described by the Board's policies, rules, and regulations performing such duties at a professional level of competence.
- B. The Administrator shall perform the functions and fulfill responsibilities as defined by their respective job descriptions set by the Board of Education. Administrators shall be directly responsible to the Superintendent and shall consult and secure approval of the Central Office administrator in charge of curriculum when desiring to make any major curriculum changes.
- C. Upon request of an Administrator, the Board's Labor Management committee will convene to discuss the addition of responsibilities beyond that normally required for their building if the Administrator is concerned. The final assignment of job duties rests with the board.
- D. The following work year is established for each administrative level:

**Special Education Supervisor/Elementary Principal(s)**: Begins two (2) weeks prior to teachers' first scheduled day and terminates 2 weeks after the last day of school.

**Assistant Principal/Athletic Director:** Begins the first full of week of August and terminates two weeks after the last day of school.

**Pathways Principal**: Begins two (2) weeks prior to teachers' first scheduled day and terminates 2 weeks after the last day of school. (If position in needed, based on enrollment)

Junior/Senior High School Principal: July 1 to June 30 work year. He/she shall receive four (4) weeks vacation time. Vacation days may not be taken one (1) week before the opening of school unless given approval by the Superintendent.

E. Administrators shall not be required to secure substitutes for teaching and non-teaching personnel unless the private company, currently being used is terminated.

# ARTICLE VII GRIEVANCE, APPEALS, AND REVIEWS

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The Association shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the Superintendent to act as Level One as hereinafter described.
- C. The term "days" as used herein shall mean days in which the Central Administration Office is open for business.
- D. Written grievances as required herein shall contain the following
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain synopsis of the facts giving rise to the alleged violation.
  - 4. It shall cite the section or subsections of this contract alleged to have been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One – An administrator alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the Superintendent in an attempt to resolve same. If no resolution is obtained with three (3) days of the discussion, the principal shall reduce the grievance to writing and proceed with five (5) days of said discussion to Level Two. If no discussion is requested within the five days, the grievance shall not be processed.

Level Two – A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the association. Within five (5) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant and/or the 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, the Association, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Labor Management Committee of the Board by filing such 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 next regularly scheduled Board meeting.

Level Three – Upon proper application as specified in Level Two, the Board shall allow the principal or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month of the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the

Association, shall the final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Administrator who filed the grievance, and the Association.

- F. Should an Administrator fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an Administrator fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- G. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an administrator or a participating association representative are to be at their assigned duty stations.
- H. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- I. Any grievance being processed on the expiration of this agreement shall continue to be processed pursuant to this grievance procedure.
- J. Nothing in the Agreement shall prevent any individual Administrator from presenting grievances to the Superintendent or the Board and having those grievances adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

# ARTICLE VIII LEAVES OF ABSENCE

#### Section 1 – Jury Duties/Court Subpoenas

Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time, recognize the Administrator's often greater civic responsibilities of performing their professional assignments. An Administrator called during the school year shall notify the office of the Superintendent immediately upon receipt of such a call. The Superintendent may write to the court requesting that the principal be excused from duty explaining the potential hardship to the district. In the event such a request is denied, then the Administrator shall be granted special leave for this purpose and shall be compensated for the difference between the Administrator's pay and the pay received for the performance of such duty. An Administrator who is subpoenaed to court, in defense of the district, on days when he/she is not regularly scheduled to be on duty, will be compensated on a per diem basis (based on his/her negotiated salary at that time). Such special leave shall not be deducted from either sick leave or personal business leave.

#### Section 2 – Sick Leave and Personal Leave

A. The Administrator shall be allowed leave of absence in accordance with the rules and regulations of the Board for:

Jr/Senior High School Principal
All other Administrators

15 days/school year
12 days/school year

The unused portion may be accumulated to a maximum of:

Jr/Senior High School Principal 180 days All other Administrators 172 days

- B. The Administrator may use all or any portion of his/her leave to recover from his/her own illness or disability or for illness in the immediate family. Immediate family is defined as spouse, parents, brother, sister, children, grandchildren, mother or father in-law, grandparents, in-laws and others living within the Administrator's household for whom he/she has custodial responsibility. The Board reserves the right to require a physician's statement upon return from absence because of illness or injury.
- C. In appreciation for service to the district, a terminal leave payment will be made for all accumulated sick leave days upon retirement or resignation, per the following schedule. Payment of the unused sick days to be made as listed below. In event of death prior to retirement, payment for the accumulated sick days will be made to the employee's beneficiary according to the same schedule.

10 or more years of service up to 15 years \$35.00 15 years or more of service, up to 25 years \$40.00 25 years or more of service, \$55.00

- D. The Administrator may take up to a maximum of five (5) days per death for immediate family and days are not chargeable against the Administrator's sick leave. Immediate family is defined as father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandmother, grandfather, and grandparents in-law. Time necessary for attendance at the funeral service of a person whose relationship to the Administrator warrants such attendance is allowable.
- E. Each administrator shall be granted two (2) personal leave days for business which cannot be handled outside of the regular school hours. Unused personal days may accumulate to five (5). Unused personal days beyond five will be converted into sick days at the end of the school year.
- F. Leave of absence not chargeable against the Administrator's sick leave will be granted as follows:
  - 1. Time necessary for appropriate professional representatives to attend conferences and other activities recommended by the Association and approved by the Superintendent.
  - 2. Visitation at other schools approved by the Superintendent.
  - 3. Attendance at approved educational conferences or conventions.
  - 4. All other absences which are in the cause of school business and having the approval of the Superintendent.

- G. In the event of termination of this contract, and should the Administrator then have accrued vacation time or other authorized absence with pay which have not been used, the Board agrees to reimburse and pay the Administrator therefore in the pro rated daily rate premised upon the Administrator's then existing annual compensation as referred to herein.
- H. In the event that an Administrator, absent because of illness or injury, has exhausted sick leave accrual and is placed on long term disability, the Board shall place the Administrator on a leave of absence without pay (maximum one calendar year). The school paid premiums the Administrator's health related medical, dental, vision, life, and long term disability insurance coverage at the time of going on leave will be paid by the district during the leave. If and when the Administrator withes to return, written notice must be provided the Office of the Superintendent at least thirty (30) calendar days in advance. If the Administrator is unable to return to work at the conclusion of the leave, the administrator's contract may be extended at the discretion of the Board of Education.

# ARTICLE IX FRINGE BENEFITS

A. Effective July 1, 2013 the Board shall make the following maximum contributions toward the payment of health, LTD, dental, vision and life insurance premiums (PAK A) to a policy of the Administration Association Agreement choice (MESSA ABC PAK), for all full-time employees, with payments being pro-rated for eligible part-time employees who are one-half time or more who complete their contractual obligation to obtain insurance coverage for a full twelve (12) month period. These contributions shall be equal to the hard cap established by the State of Michigan in Public Act 152 as annually adjusted. The Association agrees to make the Board the Policyholder in order to qualify for State of Michigan "best practices" eligibility. Any premium amounts for insurance exceeding the Board premium contributions (below) are the responsibility of the enrolled employee and will be payroll deducted.

The MESSA ABC PAK will include an annual in-network health deductible of \$1,250/\$2,500 which will be funded annually by the district.

#### Health Insurance:

Full Family \$1,293.75 per month or \$15,525 per year 2-Person \$948.75 per month or \$11,385 per year Single \$474.38 per month or \$5,692.50 per year

#### Dental Insurance:

Full Family \$78 per month or \$927 per year 2-Person \$62 per month or \$741 per year Single \$26 per month or \$309 per year

#### Vision Insurance:

Full Family and 2-Person \$14.71 per month or \$176 per year Single \$5.32 per month or \$64 per year

Long Term Disability/Life \$240 per year

B. Employees not electing health insurance shall be eligible for PAK B as follows and will receive a cash payment in lieu of health insurance of \$400 per month or \$4,800 per year:

Dental Insurance:

Full Family \$78 per month or \$927 per year 2-Person \$62 per month or \$741 per year Single \$26 per month or \$309 per year

Vision Insurance:

Full Family and 2-Person \$14.71 per month or \$176 per year Single \$5.32 per month or \$64 per year

Long Term Disability/Life \$240 per year

- A. The Board will contribute to the State Retirement Program for each Administrator.
- B. The Board agrees to pay the cost of administrative certificate/renewals as mandated by the State Department of Education. If the Administrator leaves the district prior to the expiration date of the certificate, he/she will reimburse the Board on a pro-rated basis.
- C. To encourage professional development, the Board shall reimburse the Administrator a maximum of \$2000 per year, with a lifetime maximum of \$10,000. Any Administrator receiving reimbursement payment under this provision shall stay with the District for at least one (1) full year after receiving any payment. Any reimbursement payment received after the start of a school year shall require the Administrator stay through the following school year. Administrators leaving the district before fulfilling this (1) full school year requirement shall reimburse all tuition monies paid to them by the district in the prior twelve (12) months. Any required reimbursement may be deducted from the Administrators remaining pay checks.
- D. The Board agrees to pay for the dues for one state and one national professional organization for each principal.
- E. All Administrators will be reimbursed IRS Rate per mile for travel required by their position, both in and out of the district, which necessitates use of a personal automobile. In addition, the Board agrees to reimburse reasonable cost for meals, lodging, and other business expenses when such expenses are incurred by administrators on official school business.

F. The Board will carry an umbrella liability insurance sufficient to cover the actions of Administrators in the course of their employment.

#### Additional Term Life Insurance

All administrators who have student contact will receive an additional \$90,000 Term Life Insurance paid by the Board of Education.

#### ARTICLE X SALARY

### Section 1: Explanation of Salary Schedule

- A. <u>Base for the Salary Schedule:</u> The base salary schedule for the administrators shall be as follows:
  - Principal, Assistant Principal, Athletic Director, Special Education Supervisor
     2013-14 \$65,526 base
  - Pathways Administrator (If needed, based on enrollment)

o 2013-14 \$59,026 base

- B. <u>Schedule Adjustments:</u> The Administrator's salary is established by adding a specific percentage to reflect the competency level of individual administrators and the varying responsibilities of the administrators. Factors to be used in structuring the schedule are as follows:
  - a. <u>Instructional Level:</u> A separate factor is designated for elementary principals, assistant junior-senior high school principal/athletic director, junior-senior high school principal, and special education director.
  - b. Number of Contract Days on Duty: Factor to allow for the longer work year:
  - a. This factor will also be used to determine the per diem rate when administrators work days in excess of their contractual obligation (administrator's annual salary multiplied by the factor of .0025).
  - b. Upon approval of the Superintendent, additional work days shall be paid at the Administrator's per diem rate or upon mutually agreed compensatory time.
  - 3. Academic Preparation Level
  - 4. <u>Years of Experience:</u> To reflect years of service as an administrator within and outside the school district.
  - 5. <u>Supplements to Salary Schedule:</u> Service to District factor for the administrator who has spent a specified number of years as an administrator in the Maple Valley School District.

#### Section 2: Salary Index

Principal, Assistant Principal, Athletic Director, Special Education Supervisor

- o 2013-14 \$65,526 base
- Pathways Administrator (If needed, based on enrollment)
  - o 2013-14 \$59,026 base

#### **Index Factors:**

Junior-Senior High School Principal	.1875
Assistant Junior/Senior High School Principal	.0700
Athletic Director	.0500
Elementary Principal	.1350
Special Education Supervisor	.0750
Pathways Principal	.0700
(Adult Ed)	.0250
Experience (maximum 5 years)	.0040
Extra Days	.0025
M.A.	.0400
M.A. + 20	.0500
*** Specialist or M.A. + 30	.0600
Doctorate	.0700

#### **Supplemental Factor**

Administrative Service to Maple Valley commencing with year: (each added individually as earned)

Ten (10) Years	.0100
Fifteen (15) Years	.0200
Twenty (20) Years	.0300

<sup>\*\*\*</sup>Courses taken at the M.A. + 30 level must receive prior approval from the superintendent of schools.

#### Section 3: Salary Payment

The payment of salary to the Administrator shall conform with and be subject to all federal state and Board regulations governing deductions from the above specified salary of any income taxes, retirement system deductions and any other deductions as shall be authorized by the Administrator.

All administrators, except year round employees, will have the option of choosing one of the following pay schedules:

- 1. Twenty six (26) pay periods over a twelve (12) month period of time;
- 2. Twenty two (22) equal pay period.

### ARTICLE XI DURATION OF AGREEMENT

The agreement represents the entire Agreement between the Board and the Association and shall remain in full force and effect starting July 1<sup>st</sup>, 2013 and shall continue in full force and effect until June 30<sup>th</sup>, 2014. Either party shall give the other party sixty (60) days written notice before the end of the term of this Agreement of its desire to begin negotiations for a successor Agreement.

In the event that neither party notifies of its desire to negotiate a successor Agreement then, or Agreement is not reached on a new Agreement prior to the expiration date of this Agreement, the terms and conditions of employment in existence at the expiration will continue until a new Agreement is reached.

An emergency manager appointed pursuant to state law is authorized to reject, modify or terminate this Agreement as provided in that enactment. Provisions required by this subsection are prohibited subjects of bargaining under PERA.

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