

AGREEMENT BETWEEN

THE SWARTZ CREEK
COMMUNITY SCHOOL
DISTRICT

AND THE

PRINCIPALS' ADMINISTRATIVE
TEAM
(PAT)

JULY 1, 2018
THROUGH
JUNE 30, 2022

ARTICLE I - AGREEMENT

This Agreement is made by and between the Board of Education of the Swartz Creek Community School District, Swartz Creek, Michigan, hereinafter called the "Board" and the Principal Administrator Team, hereinafter called "PAT".

ARTICLE II - RECOGNITION

- A. Pursuant to and in accordance with Act 336 of the Public Acts of 1947, as amended, the Board hereby recognizes the PAT as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all employees within the bargaining unit as hereinafter defined.
- B. In granting exclusive recognition to PAT, the Board agrees not to enter into any collective bargaining agreement with any other bargaining representative purporting to represent the employees hereinafter named during the term of this Agreement.
- C. The following administrative personnel, who hold valid contracts with the Board, comprise the PAT bargaining unit: Principals, Assistant Principals, Athletic Director, excluding the Superintendent, Assistant Superintendents, supervisors funded in part with federal funds, and all other employees of the Swartz Creek School District. As used herein, references to "administrator" and "employee" shall mean a member of the PAT bargaining unit. Reference to the male gender shall also include the female gender where the context so requires. Those individuals who hold a valid teaching certificate as defined by Administrative Rule 390.1101 are teachers regulated by the Teachers' Tenure Act for purposes of this Agreement.
- D. The Board reserves unto itself the right to revise existing positions and/or create new administrative positions during the life of this Agreement. While such right shall include, among other rights hereinafter reserved by the Board, the right to determine and assign the duties, responsibilities and title such new and/or revised position shall carry, the Board does agree to notify the PAT whenever a new Non-Certificated bargaining unit position is created and/or an existing bargaining unit position has undergone a change in title and a substantial and material change in the scope of its assigned duties and responsibilities. If requested within ten (10) calendar days after having served notification upon the PAT, the Board agrees to meet with the PAT to discuss the wages, hours and working conditions of such new and/or revised position(s).

ARTICLE III - MANAGEMENT RIGHTS

The Board, on its own behalf, and on behalf of the electors of the Swartz Creek Community School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States, including but not limited to the executive properties and facilities and the management control and directions of the activities of its employees and their conditions of employment.

The exercise of the foregoing and all other powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE IV - ADMINISTRATOR RIGHTS

Upon appointment with the Personnel Office, administrators shall have access to their personnel file to review any documents which have not been received as privileged or confidential. Personnel records shall not be removed from the Personnel Office and must be reviewed in the presence of the Executive Director of Personnel or his or her authorized designee.

A. PUPIL ASSIGNMENTS

Each building principal shall have the right to make a determination regarding each pupil's classroom assignment within his building, subject to review and adjustment by the Superintendent.

B. STAFF ASSIGNMENTS

Each building principal shall have a right to make a determination regarding each staff member's assignment within his building, subject to conformity with the Board's policy on teacher placement and the review and adjustment by the Board and/or Superintendent.

C. INTERVIEWING EMPLOYEES

A building principal shall be provided with the opportunity to interview and make recommendations to the or the Director of Operations, whichever is applicable, regarding a non-certified employee or prospective employee being considered for assignment to the building supervised by the building principal.

The Superintendent or designee, shall provide the building principal with the name, address, and telephone number of a non-certified employee or prospective employee who is being considered for assignment to the building supervised by the principal. The Superintendent, or designee, shall inform the building principal of the date when the position is to be filled, and it shall be the responsibility of the building principal to complete the interview and have recommendations to the Superintendent or designee, at least forty-eight (48) hours prior to that date.

The final decision regarding the hiring, placement, and assignment of all employees of the school district shall rest within the sole discretion of the Board or its designated agent.

ARTICLE V - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim by an employee that there has been a violation of a specific and express provision of the Agreement. Grievances may only be processed in accordance with the procedure as hereinafter provided and only in so far as the procedures comply with the Michigan Uniform Arbitration Act.
- B. It is hereby expressly stipulated and agreed that the following matters shall be barred from the arbitration provisions of this agreement:
1. Any matter prohibited by Section 15(3) of PERA.
 2. Any claim, complaint or matter for which the employee can seek redress via the courts or via an administrative tribunal established by law or by regulation having the force of law (e.g. EEOC, Michigan Civil Rights Commission, Tenure Commission, MERC, etc.)
- C. All preparation, filing, consideration or presentation of grievances shall be at times other than when an employee or a participating PAT representative is to be at his or her assigned duty station, unless otherwise arranged by the Executive Director of Personnel.
- The PAT shall designate a representative to handle grievances when requested by a grievant. If a particular grievance is a "class" grievance affecting employees in more than one (1) building, the grievance shall be processed directly to Step Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Step One.
- D. The term "days" as used herein shall mean calendar days.
- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific and relate to the contractual provision(s) alleged to have been violated.
 3. It shall cite the section or subsections of this Agreement alleged to have been violated.
 4. It shall contain a short summation of the facts giving rise to the alleged violation.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- F. The time limits as provided in this Article shall be strictly observed and may only be extended by a written agreement between the Assistant Superintendent of Personnel and the President

of the PAT (or authorized designees).

G. The PAT shall not have the right to initiate or appeal a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

H. PROCEDURE:

STEP ONE

An employee with a grievance as herein above defined shall, within seven (7) calendar days of its alleged occurrence, orally discuss the grievance with the Executive Director of Personnel in an attempt to resolve same. If no resolution is obtained within seven (7) calendar days after the oral discussion with the Executive Director of Personnel, the employee shall, within fourteen (14) calendar days of the alleged violation, reduce the grievance to writing and deliver it through the PAT representative to the Executive Director of Personnel. Within seven (7) calendar days of receipt of the written grievance, the Executive Director of Personnel shall meet with a PAT representative in an attempt to resolve the grievance. Within seven (7) calendar days of such meeting, the Executive Director of Personnel shall deliver a written disposition of the grievance to the PAT within the time limits as herein provided, or if the Executive Director of Personnel's written answer is deemed unacceptable by the grievant and the PAT, the grievance may be appealed in writing by the PAT at Step Two.

STEP TWO

If the grievance is processed to Step Two, the PAT administrator shall, within fourteen (14) days from the Step One answer, submit his/her written concern to the chairperson of the panel which is comprised of an elected representative from each level of Administration, (PAT Team two (2) and Central Office one (1)). If any member of the panel is an interested party in the concern he/she shall be replaced by an administrator mutually acceptable to both parties. Within fourteen (14) days from the occurrence of the grievance appeal, said panel shall convene and hear evidence from both the PAT administrator and the Central Office. All evidence relative to the concern or defense is admissible. Within seven (7) days of the appeal, the Chairperson of the committee shall deliver to the Superintendent of Schools, a written statement of the majority opinion of the panel. This statement shall briefly state the:

1. issues involved in the grievance
2. credible facts supporting each party's position
3. majority recommendation for resolution of the controversy
4. reasons for the recommendation
5. signatures of the persons in accord with the recommendation

The panel may also deliver a minority opinion to the Superintendent at the option of the minority voter. That statement shall be in the same form as the majority opinion. The Superintendent shall give the PAT administrator a decision, in writing, stating his/her resolution of the controversy within seven (7) days of his receipt of the appeal.

Within seven (7) days of the Superintendent's decision the grievant may appeal to a committee of the Board. The majority recommendation and possible minority recommendation shall be transmitted to a committee of the Board (the three Board members are to be selected by the PAT administrator making the appeal), consisting of three (3) Board members who shall meet within fourteen (14) days of their receipt of the appeal and the Board may issue a written decision in the matter, or may designate a person to issue such written decision which shall be issued within fourteen (14) days after the Board committee meets. If the Board committee does not hold a meeting and/or does not render a written disposition of the grievance to PAT within the time limits as herein provided, or if the written answer is deemed unacceptable by the PAT, the grievance may be appealed by the PAT in writing to Step Three.

STEP THREE

To be processed at Step Three, the PAT shall submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association within fourteen (14) calendar days after receipt of the decision of the Board of Education (or his or her designee) at Step Two or within fourteen (14) calendar days after the Step Two decision was to have been rendered, whichever is lesser, with concurrent Notification to the Executive Director of Personnel. Notification to the Executive Director of Personnel shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the PAT's Demand for Arbitration, identification of the grievance issue(s) and provision(s) of the Agreement involved as well as the underlying rationale in support of the appeal. If the grievance is not submitted to arbitration in accordance with the procedure and time limitations as herein prescribed the Executive Director of Personnel or the Superintendent of Schools, or their designated agents, shall be deemed final and conclusive with no further appeals permitted.

Except as otherwise provided in this Agreement, selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association

1. If either party disputes the arbitrability of any grievance under the terms of this Agreement the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction.
2. The jurisdiction, authority and powers of the arbitrator shall be subject to the following additional limitations.
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to decide any question which is within the power and authority of the Board to decide.
 - c. He shall not hear any grievance barred from the scope of the grievance procedure

(e.g. matters pertaining to layoff, the Board's failure to continue the services of an employee beyond the term of his or her individual contract with the Board, etc.), or which has not been initiated or appealed within the time limits as herein provided.

- d. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - e. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 - f. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to award interest or punitive damages.
 - g. Arbitration awards shall not be made retroactive beyond the date of the initial filing of the grievance. If a deduction is to be made in wages, an administrator shall be notified of said deduction at least three (3) calendar days prior to the submission of the deduction to the payroll department.
3. The cost of the arbitrator's services shall be borne by the losing party. Each party shall assume its own costs for transcripts, representation, witnesses, etc.
 4. The Arbitrator shall document in the form of a legal brief all pertinent findings that influence and/or were used directly in formulating his opinion. This brief shall be suitable for submission in any court of competent jurisdiction.
 5. The arbitrator's decision, when made in accordance with his or her powers, jurisdiction and authority, shall be final and binding upon the Board, the PAT and the employee or employees involved, subject to all rights of appeal.

ARTICLE VI - INFORMAL PROBLEM SOLVING

Nothing contained herein shall be construed to prevent any individual administrator from presenting a problem and having the problem informally considered and/or adjusted without intervention of PAT, and without resort to the grievance procedure, if the adjustment is not inconsistent with the terms of this agreement.

ARTICLE VII - JURY DUTY AND COURT SERVICE

- A. When an employee is called for jury duty, he shall give the Board proper notice and the Board will compensate the administrator at his or her regular pay and all remuneration from the court or judicial tribunal will be returned to the Board. The Board has the right to attempt to get the administrator exempted from jury duty.
- B. When an employee is called as a witness in a judicial action of which the administrator is a plaintiff or defendant (excluding school business or where the administrator is suing the Board), the administrator shall be required to use personal leave time in order to attend. If the administrator is not a plaintiff or defendant, the Board shall compensate the administrator at his or her regular pay and all remuneration from the court or judicial tribunal will be returned to the Board.
- C. When an employee is required to serve as a witness in a judicial proceeding representing the Board of Education, such service shall be included as a part of the administrative assignment. The administrator shall be compensated at his or her regular wage and all remuneration from the court or judicial tribunal will be returned to the Board. Any expense incurred by the administrator shall be paid by the Board.
- D. Persons serving on jury duty for less than their regular work day shall be required to report to work for the remainder of that day.

ARTICLE VIII - LEAVES OF ABSENCE

A. PAID SICK LEAVE

1. Sick days shall be granted annually to each regular administrator as follows with unlimited accumulation:
 - a. 14 days for administrators working 213 days.
 - b. 15 days for administrators working 214 to 227 days.
 - c. 16 days for administrators working 228 days or more.
2. Sick days will be credited to each administrator on July 1, or on the first day of employment for those working 213 days. If death occurs to an administrator while on active duty, pay will be made to the estate of the administrator or a designated beneficiary for all the administrators unused accumulated sick days at the administrator's annual rate divided by contract days.
3. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness of members in immediate household, doctor or dentist appointments, where illness is cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Executive Director of Personnel.
4. After the tenth (10th) working day of a personal illness absence, a doctor's written statement shall be presented to the immediate supervisor. Such a statement should

indicate the estimated duration of the illness. Upon the administrator's return to work after an illness of more than ten (10) working days duration, a statement shall be submitted from the doctor certifying that the administrator is capable of returning to work.

5. In cases where a pattern of absences is noticeable, a doctor's statement certifying illness or injury may be required after five (5) consecutive working days of illness.
6. If the illness, injury or physical disability is of a serious or contagious nature, a certification from a physician certifying recovery may be required.
7. An administrator may not accumulate nor use sick days during a leave of absence. Sick days earned prior to the leave will be credited upon return.

B. UNPAID SICK LEAVE

1. When an administrator has used all of his or her accumulated sick days, he or she shall be placed on unpaid sick leave (subject to insurance coverage).
2. Fringe benefits for the administrator shall be paid by the Board through August of the current school year.
3. An administrator placed on sick leave shall maintain seniority during said leave.

C. PERSONAL BUSINESS LEAVE

1. A maximum of four (4) days of the above sick days may be used for personal business with notification of absence only. These four (4) days may accrue as sick days if not used on personal business but will not accrue as personal business days.
2. Additional personal business days to those included above shall be without pay. Deductions shall be a rate of 1/contract days. Any use of this paragraph shall require approval by the Executive Director of Personnel. Except in cases of unforeseen circumstances, this approval must be secured in advance.

D. BEREAVEMENT LEAVE

1. Three (3) consecutive calendar days per death beginning with the day of death or the first (1st) day after death are allowed if the death is in the immediate family. Immediate family shall be defined as administrator or spouse's child, foster child, grandchild, parent, step-parent, grandparent, brother, sister, spouse or any individual who has lived in the administrator's immediate household for at least five (5) years.
2. One (1) additional day will be allowed because of the need to travel distances of one hundred (100) miles or more one (1) way to attend funeral of a member of the immediate family.

3. If additional days are needed, two (2) days will be allowed to be taken from sick days to attend funeral of members of the immediate family.
4. One (1) work days will be allowed to attend the funeral of a close relative not included in Paragraph A. Close relative shall include aunts, uncles, step-parents, first cousins, nieces, nephews, and in-laws.

E. DETACHED SERVICE LEAVE

An administrator who is elected to public office or as an officer of a state or national education organization (excluding union organizations) shall be granted a leave, without pay, upon request for one (1) year, subject to renewal upon the will of the Board.

F. CONFERENCE LEAVE

1. Applications may be made by administrators for leave to attend conferences, provided, however, the Board in its sole discretion may determine whether to grant or deny such application. Further, the Board may, in its discretion, determine to what extent, if at all, it shall reimburse any administrator for expenses incurred for attendance at the conference.
2. One state conference every other year upon the approval of the Assistant Superintendent for Instruction for two elementary principals (K-6) and two secondary principals, or assistant principals (7-12) on a rotating basis each year. In the event funds are not available for such conferences, PAT members may attend such conferences at their own expense as approved by the Assistant Superintendent for Instruction without the use of compensatory time or vacation days.
3. The denial of any application of leave to attend a conference as well as the Board's decision as to the extent of any reimbursement for expenses shall not constitute a basis for a grievance, nor shall the granting of such application constitute a precedent to be applied in any future case or application.
4. All administrators, prior to taking a conference leave, are responsible for arranging the delegation of their responsibilities during the period of time they are attending a conference.
5. Only one secondary administrator may be gone from his/her building at any one time; exceptions may be made only with the approval of the Superintendent.
6. The Board agrees to pay for membership in County, Regional, State, and National professional education organizations. The Board endorses the right of administrators to participate in their respective professional organizations

G. COMMON RULES COVERING ALL LEAVE OF ABSENCE

1. All leaves are without compensation except as specified otherwise.
2. Voluntary leave requests must be made in writing at least thirty (30) calendar days prior to the requested starting date and filed with the Executive Director of Personnel. The granting of voluntary leaves is at the discretion of the Board.
3. An administrator on leave for at least one (1) semester is required to notify the office of the Superintendent, in writing, not less than sixty (60) calendar days prior to expiration of the leave, of his intent to return to employment. An administrator not conforming to this notice may be considered as voluntarily resigning.
4. Failure to accept an administrative or professional position as outlined above which has been offered may be interpreted by the Board as a resignation.

ARTICLE IX - WORK SCHEDULE

A. Work-days for administrators shall be as follows:

1. 230 Days: High School Principal
2. 222 Days: Middle School Principal
3. 213 Days: Athletic Director
Assistant High School Principal
Assistant Middle School Principal
Elementary Principal

B. Elementary Principals and Special Education Supervisors shall work the scheduled school calendar work days, no earlier than four weeks prior to the start of school and the appropriate days needed at the end of each school year to equal 213 days.

C. Assistant Principals and Athletic Directors shall work the scheduled school calendar work days, no earlier than four weeks prior to the start of school and the appropriate days needed at the end of each school year to equal 213 days.

D. The Middle School Principal shall work the scheduled school calendar workdays, four weeks prior to the start of school and the appropriate days needed to equal 222 days to be arranged with the Superintendent or his designee.

E. The High School Principal shall work the scheduled school calendar workdays, four weeks prior to the start of school and two weeks after the close of school and the appropriate days needed to equal 230 days to be arranged with the Superintendent or his designee.

F. Any request to deviate from this schedule must be submitted in writing to the Superintendent of

Schools or his designee for approval.

- G. When weather and/or road conditions make it necessary to close school, administrators may be required to work at the discretion of the Superintendent. If additional days with students in attendance are added to the calendar at the end of the school year to make up for inclement weather days, additional pay shall not be made for these days, but shall be considered as paid when school was closed. It is further understood that the end of year schedule for administrators will also be adjusted to reflect the extension of the school calendar work days.
- H. If the Superintendent or his designated agent determines that an administrator needs to work additional time during the year, such administrator shall either be paid his daily rate of pay for each additional day he is required to work or be granted compensatory time off during the school year. The Superintendent or his designated agent shall have sole discretion in determining the dates for any compensatory time off.
- I. If an administrator is planning to engage in a program of professional growth which will affect his schedule of work, he will first seek permission from the Superintendent or his designated agent grants the administrator's request to engage in a program of professional growth, then a new work schedule for the administrator will be established by the Superintendent or his designated agent.
- J. The district recognizes that there may be an opportunity for a PAT member to utilize "flex time". Administrators may accumulate up to 8 days (64 hours) of flex time by working on days outside of those days regularly scheduled as work days. Flex time must be pre-approved by supervisor and documented on the appropriate district form. Arrangements for the use of flex hours/days must also be approved by supervisor. Flex days do not carry over from year to year and do not have any cash value.

ARTICLE X - CONTINUITY OF SERVICE

PAT and the Board recognize that strikes and other forms of work stoppages by administrators are contrary to law and public policy. PAT and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. PAT therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any administrator take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any administrator to comply with the provisions of the Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XI - MISCELLANEOUS

- A. **PRINTING OF CONTRACT**
Copies of this agreement shall be printed at the expense of the Board and presented to all administrators now employed or hereinafter employed by the Board.
- B. **IN-SERVICE TRAINING**
 1. The Board recognizes the value of in-service training. Administrators are encouraged to take part in such training. Administrators will be excused for professional conferences upon approval of the Superintendent.
 2. Request for attendance at any conference will be in writing to the Superintendent two (2)

weeks in advance together with estimates of costs. Reimbursement for expenses will be paid when prior approval has been granted.

C. PROTECTION OF PERSONS AND PROPERTY

1. Any case of assault and battery upon or by an administrator shall be promptly reported to the Board or its designated agent by said administrator.
2. Except in cases where a conflict of interest exists, the Board shall provide legal representation, through the initial trial state, to an administrator who has been sued as a result of any assault and battery in which the administrator was involved. However, under no circumstances will the Board be responsible or liable for any damages awarded against the administrator who is found to be at fault in the incident shall be required to reimburse the Board for any legal fees incurred by the Board on behalf of the administrator.
3. Time lost by an administrator in connection with any assault and battery in which the administrator is involved, not compensated for under the Worker's Disability Compensation Act, shall not be charged against the administrator unless he is found to be at fault by a court of competent jurisdiction or the Board.
4. Except in cases where reimbursement is available to an administrator through his own insurance plan or some other means of redress, an administrator shall be reimbursed for any loss, damage, or destruction of clothing or personal property which results from an assault and battery upon the administrator in which he was appropriately carrying out his duties and in which he was not at fault.
5. Those personal materials and equipment which have been insured by the Board pursuant to this Article and which are used by an administrator for his assignment and which are damaged or destroyed because of fire, wind, rain or other physical plant problems shall be replaced or paid for by the Board out of any insurance proceeds it receives from said insurance company.

Administrators desiring to avail themselves of the protection as herein provided shall submit to the Superintendent or his designated agent a written request to that effect. Accompanying such request, the administrator shall include a detailed written description of the item(s) he or she desires the Board to insure along with a dated receipt reflecting the original purchase price of the item(s) to be protected. If the property to be protected is not new, the administrator shall include, along with the aforementioned items, his or her best estimate of the item(s) depreciated present value and an explanation of the manner in which same was calculated. Within a reasonable time after receipt of the administrator's request, the Superintendent or his designated agent will review the materials to be insured by the Board and approve or disapprove the request; it shall be for a specified period not to exceed the end of the then present school year.

It is expressly agreed that the Board shall not be liable for losses incurred by any administrator which (1) were not approved in advance by the Superintendent or his designated agent, or (2) can be attributed to, in whole or in part to the negligence of the administrator, or (3) results from the administrator's failure to comply with the instructions of the Superintendent or his designated agent relative to the safekeeping and storage of such items.

D. USE OF DRUGS OR INTOXICANTS ON SCHOOL PROPERTY

Drinking alcoholic beverages on school property or being under the influence of intoxicants or non-prescribed drugs on school property is strictly forbidden.

E. ADDITIONAL DUTIES

Any Elementary administrator who is given responsibilities associated with the administration of two schools shall receive a 5% stipend of their salary if no additional in-building support is provided.

ARTICLE XII - SCOPE OF AGREEMENT

- A. If any provision of this agreement or any application of the agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect
- B. The Board and the PAT acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of employment or other conditions of employment and expresses all obligations of, and restrictions imposed upon, the Board.
- C. Except as otherwise provided in paragraph (d) of this Article, the Board and PAT, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. During the life of this Agreement the Board shall deal with all matters not expressly covered herein through the exercise of its management right and without prior negotiations with PAT.
- D. During the term of this agreement, the Board and PAT shall negotiate the wages, hours and conditions of employment of any new administrative position which has been placed in the bargaining unit through an accretion election set up by the M.E.R.C. In addition, the Board and PAT, during the term of this Agreement, shall negotiate the wages, hours and conditions of employment of any existing bargaining unit position which has undergone a change in title and a substantial and material change in the scope of its assigned duties and responsibilities, if PAT requests negotiations within ten (10) calendar days after having served notification of the revision of the existing bargaining unit position.

ARTICLE XIII - COMPENSATION

A. SALARY - ADJUSTMENTS FOR EDUCATIONAL ATTAINMENT

- 1. Administrators who complete additional education and who are eligible for a higher classification on the salary schedule shall give preliminary written notification to the Superintendent by October 1 or February 1 of the semester wherein the change is to be applied subject to verification by written college or university transcript. Adjustments at the

middle of the year shall reflect only one-half of the annual salary schedule adjustment.

2. Hours taken after receiving a degree, other than toward an advanced degree, must be related to the education field. It is the Administrators responsibility to furnish proof of hours completed. Only credits earned after receiving a degree will be counted toward the next bracket on the salary schedule. Course work must be accredited by a college or university with state or national accreditation. Additional course work, or a college or university approved course of study for an advanced educational degree, may be used for horizontal movement on the salary schedule, and must be pre-approved by the Superintendent or designee.

B. SALARY

In order to progress vertically on the salary schedule, an Administrator must receive satisfactory annual evaluations. Administrators failing to achieve a satisfactory level of performance during an annual evaluation may be frozen in step while participating in a one-year written plan for improvement and a time-line to comply with those requirements. Upon receipt of a satisfactory evaluation, the Administrator shall be reinstated on the salary schedule at his/her previous step.

C. INSURANCE, MILEAGE AND ANNUITIES

1. Pursuant to the authority set forth in Act No. 451 of the Public Acts of 1976, as amended, the Board agrees to provide the insurance protection to members of the PAT bargaining unit as set forth in Appendix B. The insurance protection provided shall comply with the Patient Protection and Affordable Care Act (PPACA), Public Act 152 of 2011 (as amended), and the IRS Code, including all requirements necessary to avoid taxes, penalties, or fees chargeable to the District. The Board is specifically authorized to make any necessary changes to comply with the PPACA, PA 152, or the IRS Code.
2. Upon receipt of a written application, the Board agrees to provide each full-time employee with health care protection, as specified in Appendix B of this contract, for the employee and his entire family.
3. Except as required by the PPACA, every administrator in the bargaining unit is eligible for the above mentioned protection provided the administrator is not eligible for more extensive employee paid insurance through the employer of his/her spouse.
4. Except when an insurance carrier is specifically set forth in the contract or Appendices, the sole authority for the selection of the insurance carrier of any insurance plan shall be with the Board. The Board may change insurance carriers, at any time provided the benefits (e.g., hospital, surgical, disability pay, etc.) afforded hereby shall not be diminished.
5. The Board shall pay each of its administrators the I.R.S. mileage rate per mile as established by policy for travel involved in the discharge of official duties which require use of an administrator's personal automobile.
6. Any administrator may contribute to tax-deferred annuity or tax-deferred compensation by payroll deduction with a company of his choice in accordance with the law.

D. LONGEVITY PAY

After ten (10) years of administrative service with the District, an administrator will receive an additional 1% of his or her salary for the present school year. Administrators will receive an additional 1% increase for every five (5) years of service with the District after they have completed the initial ten (10) years of service. By way of example, an administrator with twenty (20) years of administrative service in the District would receive an additional 3% of his or her current salary.

P.A.T. Contract Clarifications

1. A P.A.T. bargaining unit member assuming a position of greater responsibility with an improvement in compensation may be placed on the Salary Schedule between Step 1 and 5 by action of the Superintendent of Schools.
2. Under normal circumstances a day constitutes eight (8) hours of on the job work, excluding extra curricular activities. Arrangements to the contrary will be made with the Assistant Superintendent for Instruction, in advance.
3. Pursuant to current state law Health Care premium paid by the Swartz Creek Board of Education on behalf of P.A.T. members will exclude coverage for Abortion procedures for members and those covered under the Health Care policy.
4. All individual employment contracts issued to administrators shall be subject to the terms of this master agreement and Board Policy.
5. Each individual Administrator must possess, hold, and maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Each individual Administrator understands that, a condition of his/her continued employment, they must meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. The responsibility for obtaining and maintaining the necessary certification and qualifications rests exclusively with the individual Administrator, and, if at any time, the Administrator fails to maintain all such licensure, certification and compliance, the Administrator's individual employment contract may be terminable by the School District. PAT does not accept responsibility or liability for individual members failing to ensure that their certification and education requirements are met and kept current.

Michelle Wilder
P.A.T. Representative

7-30-18
Date

Benji Li
Board Representative

7-30-18
Date

ARTICLE XIV - DURATION

This agreement shall be effective as of July 1, 2018, and shall continue in effect until 11:59 P.M., June 30, 2022. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

It is further agreed that both parties will enter into a continuing dialogue with the intent to define contract language. A series of monthly meetings will be held to meet this purpose. Contract language which is mutually acceptable to both parties will be incorporated in the Master Agreement after acceptance by both governing bodies.

In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this

30 day of JULY, 2018

PRINCIPAL ADMINISTRATOR TEAM

Michelle Wilder

DATE 7-30, 2018

SWARTZ CREEK BOARD OF EDUCATION

Benjamin

DATE 7-30, 2018

APPENDIX A

SALARY SCALE 2018-2022

HIGH SCHOOL PRINCIPAL

2018-2019

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$84,444	\$96,703	\$102,724	\$105,808
2	\$86,132	\$101,728	\$104,780	\$107,923
3	\$87,856	\$103,761	\$106,876	\$110,081
4	\$89,612	\$105,383	\$109,012	\$112,283
5	\$91,402	\$107,955	\$111,194	\$114,528

HS ASSISTANT PRINCIPAL/ATHLETIC DIRECTOR

2018-2019

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$69,815	\$85,330	\$87,889	\$90,524
2	\$71,211	\$87,035	\$89,646	\$92,336
3	\$72,636	\$88,774	\$91,438	\$94,180
4	\$74,089	\$90,550	\$93,267	\$96,066
5	\$75,571	\$92,362	\$95,133	\$97,987

MIDDLE SCHOOL PRINCIPAL

2018-2019

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$76,536	\$91,980	\$94,736	\$97,580
2	\$78,064	\$93,819	\$96,633	\$99,533
3	\$79,626	\$95,694	\$98,863	\$101,521
4	\$81,221	\$97,607	\$100,536	\$103,551
5	\$82,843	\$99,560	\$102,547	\$105,523

MS ASSISTANT PRINCIPAL

2018-2019

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$68,550	\$84,743	\$87,285	\$89,903
2	\$69,920	\$86,438	\$89,029	\$91,700
3	\$71,320	\$88,165	\$90,811	\$93,535
4	\$72,744	\$89,930	\$92,627	\$95,407
5	\$74,199	\$91,728	\$94,479	\$97,314

ELEMENTARY PRINCIPAL

2018-2019

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$71,414	\$87,582	\$90,208	\$92,916
2	\$72,842	\$89,335	\$92,014	\$94,775
3	\$74,298	\$91,120	\$93,854	\$96,671
4	\$75,784	\$92,941	\$95,732	\$98,603
5	\$77,301	\$94,802	\$97,645	\$100,576

HIGH SCHOOL PRINCIPAL

2019-2020

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$85,289	\$97,670	\$103,751	\$106,866
2	\$86,993	\$102,745	\$105,828	\$109,002
3	\$88,734	\$104,799	\$107,945	\$111,182
4	\$90,508	\$106,896	\$110,102	\$113,406
5	\$92,316	\$109,034	\$112,306	\$115,673

HS ASSISTANT PRINCIPAL/ATHLETIC DIRECTOR

2019-2020

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$70,513	\$86,183	\$88,768	\$91,430
2	\$71,923	\$87,905	\$90,542	\$93,260
3	\$73,363	\$89,662	\$92,353	\$95,122
4	\$74,829	\$91,455	\$94,200	\$97,027
5	\$76,327	\$93,286	\$96,084	\$98,967

MIDDLE SCHOOL PRINCIPAL

2019-2020

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$77,301	\$92,899	\$95,683	\$98,556
2	\$78,845	\$94,757	\$94,599	\$100,529
3	\$80,423	\$96,651	\$99,548	\$102,536
4	\$82,033	\$98,583	\$101,542	\$104,587
5	\$83,672	\$100,555	\$103,573	\$106,679

MS ASSISTANT PRINCIPAL

2019-2020

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$69,235	\$85,590	\$88,158	\$90,802
2	\$70,619	\$87,302	\$89,920	\$92,617
3	\$72,033	\$89,047	\$91,719	\$94,470
4	\$73,472	\$90,830	\$93,553	\$96,361
5	\$74,941	\$92,645	\$95,424	\$98,287

ELEMENTARY PRINCIPAL

2019-2020

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$72,128	\$88,458	\$91,110	\$93,845
2	\$73,571	\$90,228	\$92,934	\$95,723
3	\$75,041	\$92,031	\$94,793	\$97,638
4	\$76,542	\$93,871	\$96,689	\$99,589
5	\$78,074	\$95,750	\$98,621	\$101,582

HIGH SCHOOL PRINCIPAL

2020-2021

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$85,289	\$97,670	\$103,751	\$106,866
2	\$86,993	\$102,745	\$105,828	\$109,002
3	\$88,734	\$104,799	\$107,945	\$111,182
4	\$90,508	\$106,896	\$110,102	\$113,406
5	\$92,316	\$109,034	\$112,306	\$115,673

HS ASSISTANT PRINCIPAL/ATHLETIC DIRECTOR

2020-2021

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$70,513	\$86,183	\$88,768	\$91,430
2	\$71,923	\$87,905	\$90,542	\$93,260
3	\$73,363	\$89,662	\$92,353	\$95,122
4	\$74,829	\$91,455	\$94,200	\$97,027
5	\$76,327	\$93,286	\$96,084	\$98,967

MIDDLE SCHOOL PRINCIPAL

2020-2021

Step	BA/No Exp	MA	MA + 15	MA+30
1	\$77,301	\$92,899	\$95,683	\$98,556
2	\$78,845	\$94,757	\$97,599	\$100,529
3	\$80,423	\$96,651	\$99,548	\$102,536
4	\$82,033	\$98,583	\$101,542	\$104,587
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MS ASSISTANT PRINCIPAL

2020-2021

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3	\$72,033	\$89,047	\$91,719	\$94,470
4	\$73,472	\$90,830	\$93,553	\$96,361
5	\$74,941	\$92,645	\$95,424	\$98,287

ELEMENTARY PRINCIPAL

2020-2021

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2	\$73,571	\$90,228	\$92,934	\$95,723
3	\$75,041	\$92,031	\$94,793	\$97,638
4	\$76,542	\$93,871	\$96,689	\$99,589
5	\$78,074	\$95,750	\$98,621	\$101,582

- A \$500 off-schedule payment in 2020-21 will be paid on the first day in December 2020

TRIGGERS

- A 130+ student loss from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 0% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.
- A 50-129 student loss from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 1% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.
- A 0-49 student loss from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 2% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.
- A student growth of 1 or more from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 3% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.

APPENDIX B

INSURANCE AND OTHER PROVISIONS

1. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payment on behalf of employee and his/her eligible dependents not to exceed the amounts allowed under the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011), for enrollment in the following insurance programs:

Health Insurance – Employee and is/her eligible dependents shall receive health insurance paid by the Board with coverage through MESSA, or equivalent. The district will pay the maximum amounts allowable for each medical benefit plan coverage year under PA 152 as divided equally per pay towards health insurance.

The Board shall provide MESSA VSP3 Vision Care Plan, or equivalent, for Employee and eligible dependents per the group plan document.

The Board shall provide Delta Dental Care Plan, or equivalent, for Employee and eligible dependents per the group plan document.

PAT members not electing health insurance coverage shall be eligible to receive \$3,500 per year paid in bi-weekly payments of \$145.83 paid 24 times per calendar year. Payments will cease upon retirement, resignation, or dismissal.

Health care fringe benefit concerns failing to receive a timely response will be referred to the Superintendent or designee.

2. Life Insurance and AD+D policy shall be in the amount of two (2) times base salary by the Board to the Administrators beneficiary.
3. Long Term Disability: All administrators shall be provided long term disability with the following specifications:
 - a. 66 2/3% of annual salary with monthly maximum benefit of \$8,000.
 - b. Waiting period of forty-five (45) calendar days or accumulated sick leave, whichever is more.
 - c. Pre-existing conditions to be covered without restriction.
 - d. Mental and nervous disorders to be covered without restrictions in or out of the hospital, the same as any other disability. Illness and/or disability related to childbirth will be covered as other illness.
4. Requested Leave:
 - a. Fringe benefits will be paid through the month following the month of the start of the leave.
 - b. When on an approved extended leave of over one month, an administrator may keep this insurance in effect if allowed by the insurance contract agreement by providing the school with a check or money order for the proper amount made out to the insurance company involved, or when possible, by authorizing the Board to make advance deductions.
 - c. All fringe benefits will be terminated after an individual contract is deemed to be null and void.
5. It is understood that fringe benefits are for a 12 month year.
6. Retirement Incentive: Only for members eligible for retirement benefits under (MPSERS)
 - a. Upon retirement each member shall receive payment for unused sick days at the rate of \$50.00

per day to a maximum of 200 days.

- b. Upon retirement the P.A.T. member shall receive \$3,000.00 lump sum payment after three years of employment. A P.A.T. member would receive \$1,000.00 after the first year, \$2,000.00 after two years if retirement were to occur before the end of the third year of employment.
7. Tuition reimbursement: PAT members will be afforded reimbursement for up to \$2,000 per member per fiscal year for tuition only expenses. A maximum pool of \$7,874 will be made available to the group for such purposes. Classes for reimbursement shall be pre-approved by the Superintendent and will be paid based on successful completion of the class. Receipts shall be submitted no later than May 31st of each year for reimbursement to take place.
- 8 Merit Pay in the amount of \$30,000 will be divided equally to all PAT members who receive a rating of "effective" or "highly effective" on their yearly performance evaluation.