

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

**THE HOLLY AREA SCHOOLS' ADMINISTRATIVE
ASSOCIATION**

Expires: June 30, 2017

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

THIS AGREEMENT is entered into this June 13, 2016, by and between the Board of Education of the Holly Area Schools, Holly, Michigan, hereinafter called the "BOARD," and the Holly Area Schools' Administrative Association, hereinafter called the "Association."

**ARTICLE I
RECOGNITION**

Section 1. Recognition of the Association

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

Section 2. Exclusive Collective Bargaining Agreement

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

Section 3. Definitions

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

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

Section 4. Distribution of Agreement

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

Section 5. Special Conferences

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

Section 6. Nondiscrimination

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

Section 7. Creation of New Administrative Positions

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

Section 8. Change in Administrative Duties

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

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

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

ARTICLE II BOARD RIGHTS

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

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, except as such rights and responsibilities shall be limited by the specific and express provisions of this Agreement.

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

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

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

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

BOARD POLICIES

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

ARTICLE III ASSOCIATION RIGHTS

Section 1. Association Use of School Buildings and Equipment

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

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

Section 2. Access to Board Information

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

Section 3. Association Leave Days

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

**ARTICLE IV
RESIDENCY REQUIREMENTS**

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

**ARTICLE V
EMPLOYMENT REQUIREMENTS**

Section 1. Posting and Appointment of Administrative Positions

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

Section 2. Hours of Work.

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

Section 3. Work Days and Individual Contracts

A. Work year:

<u>Position</u>	<u>Work Days</u>
High School Principal	225
Middle School Principal	215
Elementary School Principal	210
Asst. High School Principal	210
Asst. Middle School Principal	210
Director of Special Education	210
Athletic Director	210

- B. The Superintendent of Schools may adjust work schedules to allow administrators to engage in programs of professional growth.

C. An administrator, after serving a two-year probationary period and whose work is effective or highly effective, according to his/her administrator evaluation, will receive an individual contract for a two-year duration. This contract will be renewed annually, on or before April 1, and extended so the life of the contract after April 1 is for two years, except as follows:

1. Modification or deletion of the position.
2. Ineffective or minimally effective performance as detailed in the administrator's evaluation.
3. Termination by mutual consent, or discharge for just cause.

ARTICLE VI ADMINISTRATOR RIGHTS

Section 1. Open Personnel File

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

Section 2. Pupil Assignments

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

Section 3. Staff Assignments

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

Section 4. Federal Programs

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

Section 5. Parent Complaints

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that, in the case of a complaint on the part of a

citizen regarding an administrator, or a program or an employee he/she supervises, such citizen shall be strongly encouraged first to discuss the matter fully, either by phone or in person, with the administrator involved before any administrator not within the unit or the Board of Education conducts a hearing on the citizen complaint.

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

Section 6. Encouragement and Support of Administrators

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

Section 7. Discipline for Just Cause

When it becomes necessary for the District to discipline, suspend, demote and/or discharge an administrator from his/her administrative position, the District, in acknowledgment of the concept of progressive discipline, agrees to comply with the following procedure.

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

- B. Other Offenses: The District reserves the right to discipline, demote and/or discharge an administrator in other instances for Just Cause.

Section 8. Teacher Seniority for Administrators

Administrators will retain such seniority time as they have accumulated, as HEA members, while teaching in the Holly Area Schools, provided that their employment is continuous. Article IX, C. of that agreement. Demands for change in this policy by the Holly Education Association or the Board will be reported to the administrators.

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

Section 9. Staff Reduction

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

Section 10. Transfers

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

- C. Involuntary Transfer: Board concerns about (a) the personal incompatibility or (b) inadequate performance of duties by an administrator shall be discussed with the Superintendent or designee, who shall, in turn, inform the administrator of the Board's concern.

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

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

Section 11. Budget Allocations

In the event the Board allocates funds to a building budget for expenditures during the fiscal year, it is understood that such funds shall not be reduced during the fiscal year unless the Board determines, in its sole discretion, that the District is confronted with financial problems which dictate revision of the funds allocated.

Section 12. Prospective Employees

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

Section 13. Reduction of an Administrator's Staff

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

Section 14. Administrative Staffing

The Board will establish staffing procedures, which may include bargaining unit personnel in an advisory capacity.
An intern shall not supplant a vacant administrative position for more than one semester.

**ARTICLE VII
FRINGE BENEFITS**

Section 1. Group Term Life Insurance

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

Section 2. Health Care

The Board shall pay a portion of the monthly premium for medical insurance and prescription which, when annualized, shall not exceed \$5,659.00 for a single subscriber, \$13,061.60 for a two person subscriber or \$15,677.00 for a family subscriber. Employees, based upon enrollment status, through payroll deduction, shall pay any insurance cost beyond these capped amounts. Additionally, any taxes or other payment, such as the Michigan Insurance Claims Tax, which are deemed to be part of the medical cost described in PA152, shall be included in the insurance costs paid by the employee

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

Number Participants	Cash in Lieu Amount
0-2	\$4,500
3 or more	\$6,000

Section 3. Dental - District-funded with a third party administrator as defined in HRconnection under plan documents.

A. For those persons who have no other coverage:

- 80% Class I Benefits
- 80% Class II Benefits
- 80% Class III Benefits – Lifetime maximum of \$1,200.00
- Class I and II Benefits – Annual Maximum of \$1,200.00

The above includes internal and external coordination of benefits.

B. For those persons who have other coverage:

- 50% Class I Benefits
- 50% Class II Benefits
- 50% Class III Benefits – Lifetime maximum of \$600.00
- Class I and II Benefits – Annual Maximum of \$1,200.00

The above includes internal and external coordination of benefits

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

The Board will provide vision coverage as defined in HRconnection under plan documents including internal and external coordination of benefits for all employees and their eligible dependents.

Section 5. Long Term Disability Protection

Maximum covered payroll per employee, \$9,000.00 per month. Amount of insurance - 66 2/3% (Benefit percentage) of basic month earnings not to exceed a maximum monthly benefit of \$6,000.00, less other income benefits stated in the policy. The minimum monthly benefit is \$50.00 monthly. Elimination period 90 days or end of sick leave, whichever is greater. Pre-existing conditions will be waived if such waiver is agreeable to the insurance carrier.

Section 6. Professional Dues

The Board will pay the annual dues, not to exceed \$600 per year, for each administrator to cover the cost of Professional Association dues:

Section 7. Conference Allowance

The Board will pay the expenses of any administrator for attendance at conferences upon written application and approval by the Superintendent or designee.

Section 8. University Class Tuition

The bargaining unit administrator must submit written documentation to the Superintendent for approval of courses/programs and tuition costs in advance of signing up for the course/program. If the Superintendent approves the courses/programs the cost of tuition will be reimbursed, as follows:

- A. For Ed Specialist or Doctoral Programs, including Administrative Certification, the cost of tuition will be reimbursed up to \$5,000 per year.
- B. For other approved courses the cost of tuition will be reimbursed up to \$2,000 per year.

The administrator must pass the course in order to be entitled to reimbursement.

Section 9. Mileage Reimbursement

Mileage Allowance: HASAA members are not required to live in the district. Yet, they are required to attend many evening or extra events which involve additional trips.

The Board recognizes some administrative positions have a greater requirement for travel, in the normal course of performing the job. Therefore, mileage may be reimbursed through the submission of a mileage log on a monthly basis and reimbursed at the Internal Revenue Service reimbursable rate, or individuals will be compensated in two (2) installments of \$500.00 each. The first payment will be on the 2nd pay of November and the other payment on the 2nd pay of March. Individuals will be responsible to submit a log

of all miles traveled to verify their payment for IRS purposes.

Individuals are required to respond to the Business Office request for their planned method of mileage reimbursement no later than September 1 for each school year.

The Superintendent (or designee) may limit requests for reimbursement to a given event.

Section 10. Retirement

A. A bargaining unit member whose initial employment contract in an administrative position with Holly Area Schools began on or after July 1, 1998 through June 30, 2013, will be eligible to receive the following at the time of his/her retirement as an administrator with Holly Area Schools:

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

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

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

In order to be eligible to receive the above amounts a bargaining unit member must satisfy all of the following conditions:

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

B. A bargaining unit member whose initial employment contract in an administrative position with Holly Area Schools began on or after July 1, 2013, and serving a minimum of 10 consecutive years including the criteria as stated in Section 10 A. 2-5 above will be

eligible to receive the following at the time of his/her retirement as an administrator with Holly Area Schools:

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

Section 11. Additional Assignments

If a bargaining unit administrator is requested to lead or chair an approved curriculum study or special project, the employee will receive written acknowledgement from the Superintendent (or designee) relative to the assignment, goals and objectives, a timeline for completion and the amount and date(s) to be paid. The member will be paid up to a maximum of \$2,000 upon satisfactorily completing the assignment.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

Section 1. Definition

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

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

1. Extending the probationary period of any personnel.
2. Staff size, curriculum, school finance, selection of personnel and other matters reserved by law to Board discretion.
3. The provisions of insurance contracts and policies.
4. Any policy, rule, regulation or practice of the Board not in direct conflict with the Agreement.
5. Any matter set forth in this Agreement which is covered by a state and/or federal law and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the grievance procedure to employees where one or more administrative remedy is or has been available to them outside of the scope of this Agreement.

Section 2. Time Limits

- A. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails

to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular step within the specified time limits, the grievance shall be deemed automatically eligible for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering.

- B. Each grievance shall be initiated within 15 calendar days from the date of the alleged violation. If a grievance is not initiated within this time period, the grievance is considered void.

Section 3. Procedure

Level 1 (Informal)

The parties acknowledge that it is most desirable for a bargaining unit member and his/her superior to resolve problems through free and informal communication. Should such informal processes fail to satisfy the Superintendent or designee and bargaining unit member, then a grievance may be processed as follows:

Level 2

1. If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing within five (5) calendar days to the Superintendent, who will arrange a meeting within ten (10) calendar days. The association's representative, the Superintendent and/or designee and the grievant shall be present at the meeting.

2. The Board's representative must provide a written answer on the grievance within five (5) calendar days following the above meeting.

Level 3

If an administrator is not satisfied with the disposition of the grievance in Step 2, the grievance may be transmitted to the Board of Education by filing a copy with the secretary or other designee of the Board and a copy to the Superintendent of Schools within five (5) calendar days of the receipt of the written answer in Level 2. The Board or sub committee of the Board will meet within two calendar weeks; may hold a hearing on the grievance; review such grievance in Executive Session; or give such consideration as it shall deem appropriate. Disposition shall be furnished to the administrator and Association within five (5) calendar days of such meeting.

Level 4

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

Two members of the Advisory Board shall be appointed by the Board and two by the Association. A fifth member, who shall be the Chairman, shall be selected by the four thus

appointed. No member of the Advisory Board shall be a member of the Board or an employee of the school district. Such members must be registered voters in the Holly Area School District.

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

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

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

Section 4. Miscellaneous Relating to the Grievance Procedure

- A. By mutual agreement, the Association's President or Grievance Committee Chairperson and/or Board representative may enter into the processing of the grievance at any level.
- B. Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable time and place.
- C. If scheduled by the superintendent or designee, the President of the Association, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during work hours.
- C. Any individual administrator may present grievances to his/her supervisor and have the grievance adjusted. But should the adjustment be inconsistent with the terms of their collective bargaining agreement, or any policy, rule or regulation, or practice relating to any matter upon which the Board is obligated to bargain, the Association may, on its own name, appeal that decision.
- D. Once a grievance has been filed in writing, no administrator outside the unit or member of the Board of Education shall, upon his/her own initiative, attempt to discuss that grievance with the administrator(s) involved at a time other than during conference or hearings provided for in the grievance procedure. Administrators within the bargaining unit, officers or agents of the Association, shall not upon their own initiative attempt to discuss a grievance with the administrators outside of the bargaining unit or Board of Education members at a time other than during conferences or hearings provided for in the grievance procedure.

ARTICLE IX LEAVES

- A. All administrators will receive twelve (12) days allowance at the beginning of the school year. Administrators will accumulate unused leave days from year to year. Unused leave days will be posted on administrator's bi-weekly paychecks.
- B. Leaves chargeable against accumulated leave time unless otherwise specified:
1. Personal illness.
 2. Funeral of non-relative, minimum one-half (2) day per occurrence, maximum one (1) per year.
 3. Personal Business Day - a maximum of three (3) per year:
 - a. A personal business day shall be defined to include important personal activities which cannot be scheduled outside of regular school hours.
 - b. The Superintendent will grant an administrator time off, providing a written request specifying the general reason is received three (3) school days in advance by the superintendent, except in emergencies, when a shorter notice will be acceptable.
 4. A maximum of five (5) days per year may be used for:
 - a. A serious illness, which might be terminal of an immediate family member. Specifically, husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, or in-laws of the same relationship.
 5. An administrator must file a written request for leave of absence when his/her accumulated leave days are used and he/she has had thirty (30) unpaid days of absence. This request will be made for sickness or injury and may be granted for the remainder of the administrative contractual year.
 6. A maximum of two (2) days per year may be used for religious holidays, which occur on a scheduled workday provided:
 - a. Written application to the Superintendent is received no less than seven (7) days in advance.
 - b. Date of receipt of written request by the Superintendent shall determine priority.

- c. No more than two (2) members of the total administrative staff will be excused on a given day.
 - d. The request date shall not coincide with any period of leave of absence for other reasons or period on the school calendar designated as holiday, vacation, teacher day, or the first and last day of administrator's scheduled work week.
 - C. Leaves with pay not to be charged against the administrator's accumulation of leave time:
 - 1. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent or grandchild, or in-laws of the same relationship.
 - 2. In the case of a necessary extension of bereavement or terminal illness due to weather or travel emergency, the administrator shall contact the Superintendent regarding this request for extension. No deduction from sick leave will be made under this section.
 - 3. Legal or professional reasons where the administrator's presence is required and it cannot be scheduled on a day other than an administrator's work day.

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

 - a. Administrators will have two (2) days per year non-cumulative.
 - b. Not more than two (2) of the total administrators shall be excused on a given day, and the date the request is received by the superintendent shall determine priority. - 4. A day will be granted for selective service physical without loss of pay or leave time.
- D. Leaves of absence without pay that may be granted by the Board of Education - written application must be made to the Board.
 - 1. Educational improvement.
 - 2. Study, research, or special teaching assignment.
 - 3. To serve in public office, time to campaign for state or national public office.
 - 4. Health or illness.
- E. A leave of absence shall be granted by an administrator called for jury service,

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

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

ARTICLE X FAMILY MEDICAL LEAVE ACT

6. Family Medical Leave Act

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

4. An administrator may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of leave on the basis of each individual case. The reasonable right of the Board of Education would not be grievable.

ARTICLE XI COMPLETE AGREEMENT

This written agreement supersedes and terminates all prior agreements, supplements, understandings, and interpretations between the parties, written or oral, with respect to rates of pay, wages, salaries, hours of employment, or other conditions of employment.

The parties expressly declare that they have bargained between them on all phases of hours, wages, salaries and working conditions and that this agreement represents their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours, wages, salaries, and working conditions not covered by a particular provision of this agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this agreement and may not be raised for further bargaining or negotiation without the written consent of all parties hereto.

Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto as a "Supplemental Agreement".

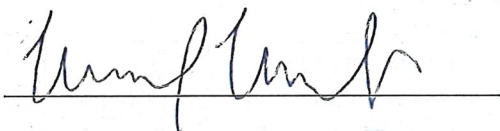
**ARTICLE XII
DURATION OF AGREEMENT**

This Agreement shall be effective as of the first day of July 2016 and shall continue in force and effect until midnight of the 30th day of June 2017.

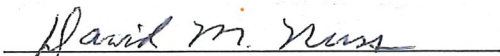
If an emergency manager is appointed by the State under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

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

HOLLY AREA SCHOOLS



Michael Newcomb
President, Board of Education

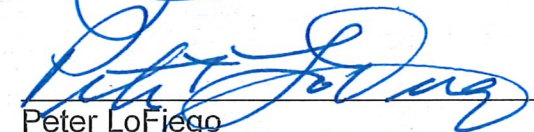


David Nuss
Superintendent

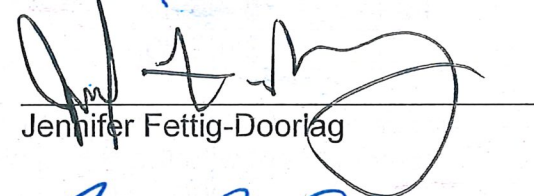
**HOLLY AREA SCHOOLS
ADMINISTRATIVE ASSOCIATION**



Michael Beattie



Peter LoFiego



Jennifer Fettig-Doorlag



Ryan DeSana

SCHEDULE A – Hired Prior to July 1, 2011				
	HS Principal	Elementary Principal	Special Ed Director	AP and Directors
2016-17	\$113,321	\$103,322	\$100,928	\$97,023

Other Salary \$3,530 \$3,295 \$3,295 \$3,295

In addition to their salary as listed above in Schedule A each Administrator on Schedule A will also receive an additional wage as listed with the second pay of July. Individuals receiving this payment who leave the district's employment prior to the end of the contract year will have the amount prorated for their actual number of days worked.

The Other Salary payments will NOT be paid in the 2016-17 school year, unless the final audit from the 2015-16 school year ends with a fund balance of 5% or greater. If the fund balance target is reached, the Other Salary payment would occur by the first pay in December 2016.

SCHEDULE A-1 – Hired After July 1, 2011				
	2016-17			
	HS Principal	MS Principal	Elementary Principal	AP and Directors
1	\$97,204	\$94,166	\$91,128	\$89,610
2	\$98,722	\$95,685	\$92,647	\$91,128
3	\$100,241	\$97,204	\$94,166	\$92,647
4	\$101,760	\$98,723	\$95,685	\$94,166
5	\$103,785	\$100,747	\$97,710	\$96,191
6	\$105,810	\$102,773	\$99,735	\$98,216
7	\$107,835	\$104,798	\$101,760	\$100,241

Schedule A-1 administrators who begin their eighth (8th) continuous year of employment with the Board shall receive an annual longevity payment of one thousand (\$1,000) dollars, upon the thirteenth (13th) year, the annual payment will increase by five hundred (\$500) to one thousand five hundred (\$1,500) dollars.