

AGREEMENT Between THE BOARD OF EDUCATION
of the School District of the City of Hamtramck Public Schools
and the HAMTRAMCK ADMINISTRATOR'S ASSOCIATION (H.A.A.)

AGREEMENT BETWEEN THE HAMTRAMCK BOARD OF EDUCATION
AND HAMTRAMCK ADMINISTRATOR'S ASSOCIATION (H.A.A.)

Table of Contents

Article I.	Recognition	Page 1
Article II.	Rights of the Employer	Page 1
Article III.	Rights of the Union	Page 2
Article IV.	Continuity of Operations.....	Page 4
Article V.	Assignments	Page 4
Article VI.	Employment Security.....	Page 6
Article VII.	Grievance Procedure	Page 7
Article VIII.	Leave Days.....	Page 9
Article IX.	Miscellaneous	Page 11
Article X.	Rights of Administrators.....	Page 12
Article XI.	Compensation and Benefits	Page 14
Proposed Salary Chart		Page 20
Employment Agreement (Attachment A)		Page 21
Administrator’s Review Form A (Attachment: B1)		Page 22
Administrator’s Individualized Form (Attachment: B2)		Page 25
Signature Page.....		Page 29

Article I. Recognition

A. Recognition

1. The Board hereby recognizes the Hamtramck Administrator's Association ("Union") as the sole and exclusive bargaining representative for the following school administrators employed by the Hamtramck Public Schools unless specifically excluded herein: Principals, Assistant Principals, Directors, and Administrator in Charge of Recreation.
2. Representation shall exclude: Superintendent, Assistant Superintendents, Director of Finance, Administrator in charge of Human resources, Administrative Assistant to any Superintendent level employee, executive or confidential employees and all employees of the Board of Education who are covered by other collective bargaining agreements.
3. Definitions: a District employed administrator for whom the Union is the exclusive bargaining representative shall be referred to as administrator or unit member or Union member or employee or person employed in the unit or bargaining unit or person employed in the Union. References to the Board or Superintendent shall include their respective designees.

B. Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that it shall not bargain with or enter into any collective bargaining agreement with any persons in this bargaining unit covered by this agreement.

C. Non-Discrimination

The Board and the Union agree not to discriminate against anyone in a manner prohibited by law.

Article II. Rights of the Employer

- A. Unless otherwise agreed herein, the Board and the Superintendent of Schools reserve and retain all rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the constitution and laws of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

To the management and administrative control of the school system and its properties and facilities;

To hire all employees and subject to the provisions of law, to determine the qualifications, job functions, job descriptions, assignments, placement, need for, dismissal or demotion of staff on Continuing Contracts for just cause except that an employee serving under an Interim Contract may be separated during the term of that contract provided that the decision to do so is not arbitrary.

To establish courses of instruction, including special programs, and to approve the means and methods of instruction;

To provide for athletic, recreational, social and other events for students;

To adopt policies, rules and regulations not in conflict with this agreement;

To develop and control the budget of the School District;

To determine the structure and responsibilities of its school administrations;

To determine the number and location of its facilities.

Article III. Rights of the Union

A. Use of School Buildings

The Union and its members shall have the right to use school buildings and facilities at reasonable hours when open and when not needed for District purposes for Union business provided said use does not cause the District additional cost.

B. Union Days

The Union may use a maximum of eighteen (18) days per academic year for the purpose of employer paid participation by unit members in contract enforcement or administration, appearance before an agency in a matter involving this employer; other legitimate Union business or for collective bargaining at times not agreed to by the employer. The superintendent or his her designee may in the exercise of its discretion agree to grant additional time with pay for the purpose of collective bargaining. The Union shall provide the superintendent or his or her designee notice in advance if a matter is previously scheduled. In other instances, and to the extent feasible, the Union shall provide the employer with twenty four hours notice. This requirement shall not apply in an emergency.

C. Dues Deductions/Service Fees

1. The Board agrees to deduct Union dues or service fees in an amount permitted by law from pay of unit members upon individual written authorization of the administrator.
2. Unit members shall have dues or service fees deducted in equal installments commencing the first pay of each school year. The Board agrees to promptly remit, to the Union, all monies so deducted and accompanied by a list of the administrators from whom such deductions have been made.
3. It is recognized that administrators may object to joining the Union. It is also recognized that the proper negotiation and administration of a collective bargaining agreement entails expense to the Union. Therefore, in the event an administrator shall not join or remain a member of the Union, and execute an authorization for dues deduction in accordance with this Article, such Unit member shall cause to be paid to the Union a service fee in an amount determined by the Union and as permitted by the law.
4. The Board of Education shall deduct the service fee (in the amount determined by the Union) from the pay of any member of the bargaining unit who fails or refuses to authorize the payroll deduction of dues or fees or who fails or refuses to pay the service fee directly to the Union. Deduction of the fee shall begin with first full pay period following the Union's notice to the Board of Education that a member of the bargaining unit has failed to comply with their obligation to pay dues or fees. The deduction shall continue until such time as the Union notifies the Board of Education that the member of the bargaining unit has complied with this provision of the agreement.
5. The Union indemnifies and holds harmless the Board of Education, its members and employees from claims made by any member of the bargaining unit with respect to the application of this provision of the collective bargaining agreement. The Union shall assume the responsibility for defending the board against any and all claims, demands, suits, expenses or other forms of liability, imposed as a consequence of the board's compliance with this provision of the collective

bargaining agreement. The Union shall select and employ counsel chosen by the Union and shall pay any judgment levied against the Board of Education its members or employees.

Article IV. Continuity of Operations

During the term of this Agreement, the Union will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act of 379 of 1965. In event of any strike in violation of this Agreement, the Union will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of the Agreement and unauthorized by the Union, and the Union shall advise the striking administrators to return forthwith to their regular duties.

Article V. Assignments

A. Appointment to Administrative Positions

1. A vacancy is a vacated or newly created administrator position which the Board desires to fill. A vacancy exists when there is no incumbent. When school is in session, vacancies for administrator positions will be publicized, including postings of such notices, in each school and the central office. Such postings shall include a statement of the duties, locations, qualifications and compensation for the position. At times when school is not in session, a copy of such notices will be provided to the Union.
2. Whenever possible, administrator vacancies shall be posted for a minimum period of five (5) work days during the school year and ten (10) calendar days during the remainder of the year.

B. Administrative Selection

1. The Board of Education shall determine the need for an administrator position and the qualifications therefore.
2. Unless waived by mutual agreement of the Union and the employer, interviews will be conducted with all unit applicants for a vacant position who meet the posted requirements. The interview committee will include a representative of the Union, to be chosen by the employer, who is not an applicant for the position.

C. Transfers

1. A transfer is the movement from one administrator position to another administrator position within the bargaining unit.
2. Voluntary Transfers
 - a. Any administrator shall be given an opportunity to seek a transfer to another administrator position within the bargaining unit.
 - b. Any administrator may file, with the Superintendent, a general letter of request for transfer to be considered should a position become vacant.
3. Involuntary Transfers
 - a. When an involuntary transfer is contemplated, the Union and the administrator being considered for such transfer will receive a written explanation for the need of the transfer in advance of its taking effect. The administrator shall be afforded an opportunity meet with the Superintendent to discuss the necessity for such transfer and any alternatives.
 - b. A transfer may not be arbitrary.
 - c. Unless the transfer is the result of inadequate performance or misconduct, the compensation paid an administrator will not be reduced or modified as a result of the transfer and the person will continue to advance in salary as if not transferred, and has provided herein.
 - d. A unit member transferred to a position carrying a greater rate of pay will be paid the rate applicable to that position if they hold the position for more than 28 calendar days.
 - e. A transfer accomplished under this article is not a demotion.

Article VI. Employment Security

1. Employees in this bargaining unit shall not achieve administrative tenure as a consequence of their employment in this unit.
2. Employees in this bargaining unit shall be employed under a personal service contract. The terms of that contract are annexed to this agreement. (See attachment A.) All contracts shall expire on June 30.
3. Term
 - a. Initial Term:
 - i A person newly hired in the bargaining unit shall be employed under a contract of one school year duration. This contract is subject to non renewal pursuant to MCL 380.1229. If the contract is not non-renewed, it shall extend for one additional school year. A person newly hired into the bargaining unit may be employed under an Initial Term contract for no longer than three school years.
 - ii A person hired after January 1 shall serve an initial term for the duration of that school year plus two additional full school years.

Such persons are subject to non renewal pursuant to MCR 380.1229.

- b. Continuing term:
 - i A person who has completed the initial term shall be employed under a contract of thirty six months duration. This contract shall be renewed each year, replacing the prior, unexpired, agreement, unless notice of non renewal is provided as required by this section.
 - ii Non renewal of a continuing term contract is subject to the procedure provided by MCL 380.1229. However, to be timely, notice of consideration of non renewal must be provided not later than twenty four months prior to the expiration of the contract. The notice of non renewal shall be accompanied by a detailed statement of the reasons for the non renewal together with a copy of all information on which the employer relied. Unless discharged as permitted by contract, the person shall remain employed until the expiration of the existing contract.
- 4. Challenge to a non renewal
 - a. The non renewal of a continuing term contract is subject to the grievance procedure, including arbitration.
 - b. The role of the Arbitrator shall be to determine whether the non renewal of the Grievant violated this agreement or MCL 380.1229.

B. Evaluation

THE DISTRICT AND THE ADMINISTRATORS AGREE TO MEET AND ESTABLISH A NEW EVALUATION TOOL TO BE IN PLACE BY SEPTEMBER 1, 2011 AS REQUIRED BY LAW.

- 1. Each member of the bargaining unit shall be evaluated at least annually. The evaluation criteria and instrument shall be that attached to this agreement. (See attachment B.)
- 2. The evaluation process shall be completed by February 28, for persons on an initial term contract and by May 30 for persons on a continuing term contract.
- 3. The evaluation will note any deficiencies.
- 4. The failure to conduct an evaluation or to provide a notice of deficiency is conclusive evidence that the performance of the employee is satisfactory.

C. Continuing Term Persons Who Have Received Notice of Non Renewal

1. Evaluations will continue to be performed for Continuing Term persons who have been provided a notice of non renewal. Such persons may request that more frequent evaluations be performed.
2. The person may submit a request to the Superintendent requesting an additional review of the initial reasons for non renewal and determine whether they remain valid. The Superintendent will determine whether the reasons remain valid. This request may be submitted on each anniversary of the notice of non renewal.

Article VII. Grievance Procedure

A. Definition

A grievance is a complaint by an administrator, a group of administrators, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. This procedure must be exhausted before any arbitration can occur and arbitration is the sole forum for resolving disputes arising out of any relationship created or covered by this agreement. If the time limits set forth in this procedure are not met, the grievance will not be arbitrable and any further pursuit of it will be barred.

B. Procedure

1. Step 1: Within seven calendar days after the day within which the event which gave rise to the grievance occurred, a grievance must be submitted in writing to the Superintendent of Schools and/or his/her designee. The grievance shall state the nature of the complaint, the date on which the event giving rises to the grievance occurred and the relief sought. The Superintendent of Schools and/or his/her designee shall meet with the Union in an attempt to resolve the issue within seven business days of receipt of the grievance. A decision shall be submitted within seven business days thereafter.
2. Step 2: If the grievance remains unresolved at the conclusion of the previous step it may be submitted to binding arbitration at the request of the Union, provided written notice of the intent to arbitrate is delivered to the Superintendent of Schools within twenty-one business days following the Union's receipt of the decision of the Superintendent. Delivery of a decision mailed by regular, U.S. mail shall be three business days after the date of mailing.

C. General

1. The arbitrator shall be selected and employed pursuant to the labor arbitration rules of the American Arbitration Association.
2. The arbitrator shall render his/her opinion and award only with respect to the particular grievance submitted to him/her, the arbitrator may not add to or subtract from this agreement nor may the arbitrator be permitted to award monetary damages other than back pay.
3. The decision and award shall be ~~shall be~~ binding upon the board, the Union and the grievant. It is not subject to review or modification by a court except in accordance with applicable law, and a judgment may enter thereon upon application to a court of competent jurisdiction by either party to the arbitration.
4. The arbitrator's fee and expense shall be shared equally by the Board and Union unless an award specifies otherwise.

Article VIII. Leave Days

1. Administrators hired before December 31, 2008 into the bargaining unit shall be entitled to fifteen Annual Leave Days without loss of pay for each contract year served. The Annual Leave Days for the school year will be credited on the first work day of the Administrator. Employees shall make every reasonable effort to take leave when the leave will have a minimal impact on the employee's responsibilities.
2. Administrators hired after January 1, 2009 into the bargaining unit shall be entitled to ten Annual Leave Days without loss of pay for each contract year served. The Annual Leave Days for the school year will be credited on the first work day of the Administrator. Employees shall make every reasonable effort to take leave when the leave will have a minimal impact on the employee's responsibilities.
EFFECTIVE JULY 1, 2011, ADMINISTRATORS HIRED AFTER JANUARY 1, 2009 WILL BE PERMITTED TO ACCUMULATE UP TO 90 DAYS OF ANNUAL LEAVE TIME. ANY UNUSED ANNUAL DAYS SINCE JANUARY 1, 2009 WILL BE INCLUDED IN THIS ACCUMULATED LEAVE.
ADMINISTRATORS HIRED AFTER JANUARY 1, 2009 WILL NOT RECEIVE

PAYMENT FOR ACCUMULATED LEAVE TIME UPON RETIREMENT OR SEPARATION FROM THE DISTRICT.

3. Absence due to personal or family illness greater than 5 consecutive school days must be supported by a doctor's note certifying the administrator's or family member's illness on the days in question.
4. The employer will honor its obligations under the Family Medical Leave Act. Leave days. A contract year will be used to determine a person's eligibility for leave under the FMLA.
5. Unused Annual Leave Days may accumulate as described here.
 - a. ~~Administrators hired after January 1, 2009 will not be entitled to accumulate Annual Leave Days.~~
 - b. Administrators hired before December 31, 2008 may accumulate up to 125 days of Annual Leave Days.
 - c. Administrators employed by the District prior to January 1995 who have accumulated more than 125 days not exceeding 200 as of September 1, 1996, for the purposes of severance will have the number frozen. If it becomes necessary for the Administrator to use days in excess of accumulated annual leave days, days may be used from the frozen severance bank. The frozen severance bank is permanently reduced by the number of days used. If the frozen severance bank falls below, 125 days, the severance bank may be restored by unused annual leave days to a maximum of 125 days.
6. Personal Leave Days may be used for:
 - a. Court appearance: A court appearance in which the employee is required to give evidence as a witness in a matter related to the employee's employment.
 - b. Death: a maximum of three days per occurrence in the case of a death in the immediate family of the employee. "Immediate family" means the employee's father, mother, spouse, life partner, child (natural born or adopted), sibling, mother-in-law, father-in-law, grandparent, grandchild.
 - c. Jury duty: Any administrator who is summoned for jury duty must notify the Superintendent's office within a reasonable time of receipt of such notice. If an administrator is summoned and reports for jury duty he/she shall be paid their regular salary and benefits during such time of jury duty. The administrator shall provide to the Employer proof of all compensation received for jury duty and all such compensation shall be deducted from the administrator's pay, permission for which is hereby given, or paid over to the District.

- d. Personal or family illness.
 - e. Personal business which cannot be conveniently accomplished at times other than during the school day.
7. Annual leave:
- a. A leave day may be taken for any reason.
 - b. Annual Leave Days may be taken at any time but leave to be taken during the school year must be previously approved by the superintendent.
8. An administrator who serves the District as an administrator for at least 2 consecutive contract years after the contract year in which the administrator's leave days became eligible for accumulation and who severs or retires from his/her employment with the District after said 2 year period shall be paid the unused balance of the administrator's annual leave bank up to the cap applicable to that administrator at the rate of one hundred seventy five (175.00) dollars per day.
9. An employee may be granted, upon their request, a leave of absence without pay or benefits at the discretion of the Board of Education.
10. Calendar:
- a. The school year shall be based on fifty-two (52) weeks. The Administrator shall follow the professional teaching contractual calendar as adopted by the Board Of Education during the months of August through June of each year, including the entire mid- winter break off.
 - b. Administrators hired before December 31, 2008 shall be entitled to twenty (20) days of non-accruable vacation to be used during the year earned. Vacation may be taken during the school year with prior approval from the Superintendent's office. All vacations must be pre-approved by the Superintendent and shall not interfere with the normal work of the District. In the case that an Administrator does not use all earned vacation days by June 30 of year earned, a notification may be made to the Superintendent of School that up to 10 days will be rolled over to the following year. The Administrator's vacation back cannot exceed thirty (30) days.
 - c. Administrator's hired after January 1, 2009, shall be entitled to vacation as follows:
 - i Ten (10) vacation days the first year.
 - ii Fifteen (15) vacation days the second year.
 - iii Twenty (20) vacation days the third year.

Article IX. Vacation time for Administrators hired after January 1, 2009 is non-accruable. HOWEVER, A MAXIMUM OF 3 DAYS MAY BE CARRIED OVER TO THE NEXT SCHOOL YEAR UPON APPROVAL OF THE EMPLOYER FOR ADMINISTRATORS IN THEIR FIRST YEAR AS DISCTRICT ADMINISTRATORS.

Article X. Miscellaneous

A. Scope of Agreement

This Agreement shall supersede any rules, regulations or practices of the Board applicable to administrators which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts heretofore in effect. All future individual administrator contracts shall be subject to the terms of this Agreement.

B. Compliance to Law

This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and administrators in the bargaining unit and in the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

C. Discipline, Demotions, Discharge

No administrator on continuing contract shall be disciplined, demoted or discharged except for just cause except as permitted by this agreement.

D. Payroll Deductions

The Board agrees to make payroll deductions, upon written authorization of an individual administrator for: Credit Union approved tax sheltered annuity programs, United Fund, additional insurance coverage's by approved carriers or for any other purposes jointly approved. No change in deductions will be allowed except by written authorization from the administrator at least two (2) weeks' prior to the change.

E. Administrative Staffing Standards:

Every building in which K-12 instruction to students in a regular classroom occurs will be staffed with a principal.

F.

ADMINISTRATORS' ATTENDANCE AT HPS BOARD MEETINGS IS
OPTIONAL EXCEPT WHEN THAT ADMINISTRATOR IS ON THE AGENDA
OR DIRECTED BY THE SUPERINTENDENT AS NEEDED,

Article XI. Rights of Administrators

A. **Personnel File**

1. No false or intentionally misleading material will be placed in an administrator's personnel file. Except for routine or mandated material (such as Forms W-4), each administrator will be provided a copy of any document that is placed in their file.
2. An administrator will be notified if a request has been made to review or copy portions of the employee's personnel file pursuant to the Freedom of Information Act.

B. **Protection of Administrators**

1. The Board will defend, indemnify and hold harmless every member of the bargaining unit from claims, suits, or administrative charges lodged against the administrator in any court or administrative agency when such claim, suit, or charge relates to actions taken by the administrator in the course of his or her employment unless such claim suit or charges assert that the member of the bargaining unit has engaged in sexual misconduct with a student or employee or committed an intentional tort.
2. The Board will reimburse the administrator the amount not covered by insurance for any loss, damage or destruction of any personal property suffered while in the course of his or her employment caused by the intentional act of a student or parent or guardian of a student.
3. An administrator injured as the result of an assault committed by a student or parent or guardian of a student shall be eligible for Additional Leave Days. To be eligible the administrator must be disabled and unable to work as the result of an assault committed by a student or parent or guardian of a student and must have used all of their available Personal Leave Days. If eligible, the administrator will be credited with the same number of additional leave days as Annual Leave Days used as a result of the assault. An administrator may be absent with pay and benefits for the period of their disability or the until they have exhausted the additional leave days whichever occurs first.

C. **Layoff and Recall**

1. The Board of Education shall notify the Union in the event that it is necessary to reduce the number of persons employed in the bargaining unit. The notice shall be provided as soon as possible following the decision to reduce force. The notice shall include the number of administrators to be reduced and, to the extent possible, the job(s) being eliminated.
2. An administrator whose position is being eliminated may request to be transferred to another position in the bargaining unit. If the person whose position is being eliminated is qualified for the position requested and has been in continuous employment as an administrator in the bargaining unit longer than the person presently in the position, he or she shall be transferred to the position and the administrator currently holding it shall be laid off provided that the administrator to be transferred into the position has previously held the position in the District and was not removed from that position involuntarily.
3. "Seniority in the bargaining unit" refers to the duration of time that the person has held a position contained in this bargaining unit.
4. The Board of Education shall provide at least 14 days notice of layoff or pay in lieu thereof.
5. Any person who is laid off shall have the right to be recalled to a position that is restored or is vacant provided that the position becomes available within three years of the effective date of their layoff. The most senior person will be recalled first in the event that more than one person remains on layoff and a position becomes available.

Article XII. Compensation and Benefits

A. Wage Scale

1. Annexed to this document is a wage scale. This scale applies as described in this article.
2. The scale applies only to persons hired after the effective date of this agreement. ADMINISTRATORS CURRENTLY ON THE EXISTING SALARY SCHEDULE WILL ADVANCE TO THE NEXT STEP. THE STEP MOVEMENT

WILL OCCUR AND BE PRORATED ACCORDINGLY AFTER RATIFICATION AND BOARD APPROVAL OF THIS AGREEMENT.

3. The employer may place a new hire at any of the five steps. Thereafter, the individual's compensation shall be increased as described in the applicable article.
4. ~~Wage increases: the wages of each member of the bargaining unit shall be increased by 3% on July 1, 2009 and an additional 3% on July 1, 2010. However employees hired after June 30, 2008 and who work after July 1, 2009 and before July 1, 2010 will not get the 3% applicable to the July 1, 2008 to the June 30, 2010 personnel.~~

5. CONCESSIONS

- a. FOR THE 2011-2012 SCHOOL YEAR, ADMINISTRATORS' SALARIES WILL REFLECT A 2% SALARY REDUCTION, INCLUDING ADMINISTRATORS WHO ARE ABOVE THE CURRENT SALARY SCHEDULE (SEE ATTACHED SALARY SCHEDULE.)
- b. ADMINISTRATORS WHOSE CURRENT SALARY IS BETWEEN STEPS ON THE CURRENT SALARY SCHEDULE WILL ADVANCE TO THE NEXT STEP.
- c. EACH ADMINISTRATOR WILL TAKE 6 (SIX) UNPAID FURLOUGH DAYS DURING THE 2011-12 AND 2012-13 SCHOOL YEARS. PAY WILL BE DEDUCTED FROM THE THIRD PAYDAY IN THE TWO MONTHS WITH THREE PAY DATES (SEPTEMBER AND MARCH FOR 2011-12.)
- d. IF THE BLENDED ENROLLMENT COUNT FOR EITHER THE 2011-2012 OR 2012-13 SCHOOL YEAR IS MORE THAN 100 STUDENTS HIGHER THAN THE PREVIOUS YEAR'S BLENDED COUNT, THEN THE HAA WILL RECEIVE 2.5% OF THAT YEAR'S STATE PER-PUPIL ALLOWANCE FOR EACH STUDENT OVER 100 TO BE DISTRIBUTED AMONG THEIR MEMBERS AS THE HAA SEE FIT.
- e. FOR THE 2012-2013 SCHOOL YEAR, ADMINISTRATORS' SALARIES WILL REFLECT A 2% SALARY REDUCTION. (SEE ATTACHED SALARAY SCHEDULE.)

6. Merit Pay: If all buildings reach AYP for the 2011-12 OR 2012-2013 school year, then all administrators, if the district's finances permit, will receive \$100 off schedule.

B. Implementation and Applicability to Present Employees:

1. This schedule shall apply to the persons listed.
2. This schedule is effective on, and retroactive to, July 1, 2008. Affected persons shall be made whole within 45 days of the last party's ratification of this agreement. Administration will use best effort to accomplish within 30 days.
3. Schedule for Existing Personnel Effective July 1, 2008:

a.	Jeff Adams.....	\$76,500
b.	Craig Daniels.....	\$65,000
c.	Nuo Ivezaj.....	\$90,176
d.	Denise Litterio.....	\$89,610
e.	Jeremy Cartwright.....	\$85,490
f.	Carl Sikula.....	\$76,500
g.	Nayal Maktari.....	\$89,115
h.	Mohammad Hussein.....	\$86,520
i.	Christine Salata.....	\$97,379

- C. HAA members not listed in Article XI B (c) but employed before July1, 2008 and who are still employed as of the Boards ratification of this agreement shall receive 7.21% plus the increase referenced in 4 above as of July1, 2009. In the event of the absence of the Superintendent, the Finance Director has complete authority to execute the remainder of said contract.
- D. HAA members not listed above but employed before July1, 2008 and who served for some period after July1, 2008 shall only receive a 1% increase as of July1, 2008 and prorated in accordance with 1/12th per month.
- E. Insurances

FOR 2011-2012

1. ~~It is the goal of this article to maintain all insurance coverage's as they were in effect on July 1, 2008. No change in insurance carrier or benefit may be imposed without prior good faith collective bargaining with the Union.~~
- 2.

- a. ~~The Employer will continue to purchase and pay the premium for the Blue Cross/Blue Shield health insurance plan that was in effect on July 1, 2008.~~
- b. The Employer will continue to purchase and pay the premium for the dental and vision insurance plan that was in effect on July 1, 2008.
- c. The Employer will continue to purchase and pay the premium for the long term disability insurance plan that was in effect on July 1, 2008.
- d. An employee who opts not to be covered under the Board's medical coverage shall receive compensation of two hundred dollars (\$200.00) per month in lieu of coverage to be paid each month subject to the following condition. The Employee must supply to the District written proof of medical coverage with another employer / carrier.
- e. ~~HAA members shall receive 50% of health insurance savings applicable to HAA members effective July 1, 2009.~~

3. EFFECTIVE SEPTEMBER 1, 2011:

- a. ADMINISTRATORS WILL ADOPT THE MEDICAL INSURANCE PLAN (NOT TO INCLUDE DENTAL AND VISION PLANS) PARTICIPATED IN BY THE HAMTRAMCK FEDERATION OF TEACHERS ON AUGUST 8, 2011.
- b. THE DISTRICT WILL PAY 80% OF THE HEALTH INSURANCE PREMIUM INCLUDING 80% OF THE DENTAL AND VISION. ADMINISTRATORS WILL PAY THE REMAINING 20%.

F. Longevity

- 1. Longevity shall be paid based upon years of service computed from the employees first date of entry on duty.
- 2. A full year's longevity payment will be due if the person's anniversary date is before December 31. Longevity will be deferred to the next full year if the person's anniversary date is after January 1.
- 3. Payments will be made on the last pay of the calendar year.
- 4. Payment due each year:
 - a. At least 11 years of service: \$950.00
 - b. At least 15 years of service: \$1450.00
 - c. At least 26 years of service: \$1950.00

G. Advanced Degrees:

- 1. Persons with advanced degrees will receive an annual stipend in recognition of their achievement.

2. To be eligible, the person must be employed for the full school year, the degree must have been achieved from an accredited institution and their degree must be relevant to the field of education for which they are certified.

Payment:

- a. Master's: \$500
- b. Educational Specialist: \$900
- c. Doctorate (Ph.D. or Ed.D.) \$2,000

Payment will be made in the last pay period of the fiscal year. For persons listed or who qualify for the compensation rates and increases referenced in Article XI, B stipends pertaining to achievements earned as of the date of this agreement have not been included in those rates.

H. Life Insurance

The District agrees to purchase a life insurance policy equal to twice the amount of the Employee's yearly salary. In the event of the Employee's death during the term of employment provided for herein, the proceeds of the policy shall be paid to such beneficiary as the Employee may designate in writing filed with the secretary of the Board or, if no beneficiary is designated, in accordance with the last will and testament of the Employee or to his / her estate if he / she dies intestate. This obligation only pertains to employee's employed by the District and while employed by the District.

I. Duration

This agreement shall be effective upon the date of ratification by the last party however certain provisions shall be retroactive as required by this document. This agreement shall expire on June 30, 2013. THE SCHOOL DISTRICT AND HAA COMMIT TO BEGIN NEGOTIATIONS FOR A SUCCESSOR CONTRACT BY NOVEMBER 1, 2012.

THE ENTIRE AGREEMENT OR SPECIFIC PROVISIONS OF THE AGREEMENT MAY BE EJECTED, MODIFIED, OR TERMINATED BY AN EMERGENCY MANAGER UNDER CONDITIONS PROVIDED IN THE LOCAL GOVERNMENT AND SCHOOL DISTRICT ACCOUNTABILITY ACT, 2011 PA 4

Existing HAA Salary Schedule (in Contract June 1, 2008)

	Step 1	Step 2	Step 3	Step 4	Step 5
Pupil Services	\$ 73,000.00	\$ 75,190.00	\$ 77,445.70	\$ 79,769.07	\$ 82,162.14
Recreation	\$ 64,000.00	\$ 65,920.00	\$ 67,897.60	\$ 69,934.53	\$ 72,032.56
KMS Principal	\$ 84,000.00	\$ 86,520.00	\$ 89,115.60	\$ 91,789.07	\$ 94,542.74
Special Ed. Director	\$ 86,000.00	\$ 88,580.00	\$ 91,237.40	\$ 93,974.52	\$ 96,793.76
HHS Asst.	\$ 82,000.00	\$ 84,460.00	\$ 86,993.80	\$ 89,603.61	\$ 92,291.72
KMS Asst.	\$ 80,000.00	\$ 82,400.00	\$ 84,872.00	\$ 87,418.16	\$ 90,040.70
Technology Director	\$ 73,000.00	\$ 75,190.00	\$ 77,445.70	\$ 79,769.07	\$ 82,162.14
Bldg. & Grounds & Transportation	\$ 73,000.00	\$ 75,190.00	\$ 77,445.70	\$ 79,769.07	\$ 82,162.14
HHS Principal	\$ 92,000.00	\$ 94,760.00	\$ 97,602.80	\$ 100,530.88	\$ 103,546.81
DE Principal	\$ 83,000.00	\$ 85,490.00	\$ 88,054.70	\$ 90,696.34	\$ 93,417.23
DW Principal	\$ 83,000.00	\$ 85,490.00	\$ 88,054.70	\$ 90,696.34	\$ 93,417.23
Hol Principal	\$ 83,000.00	\$ 85,490.00	\$ 88,054.70	\$ 90,696.34	\$ 93,417.23
ECE Principal	\$ 83,000.00	\$ 85,490.00	\$ 88,054.70	\$ 90,696.34	\$ 93,417.23
Elem Asst.	\$ 78,000.00	\$ 80,340.00	\$ 82,750.20	\$ 85,232.71	\$ 87,789.69

HAA Salary Schedule for 2011-12, beginning upon ratification (pro-rated, not retroactive) and ending June 30, 2012

	Step 1	Step 2	Step 3	Step 4	Step 5
Pupil Services	\$ 71,540.00	\$ 73,686.20	\$ 75,896.79	\$ 78,173.69	\$ 80,518.90
Recreation	\$ 62,720.00	\$ 64,601.60	\$ 66,539.65	\$ 68,535.84	\$ 70,591.91
KMS Principal	\$ 82,320.00	\$ 84,789.60	\$ 87,333.29	\$ 89,953.29	\$ 92,651.89
Special Ed. Director	\$ 84,280.00	\$ 86,808.40	\$ 89,412.65	\$ 92,095.03	\$ 94,857.88
HHS Asst.	\$ 80,360.00	\$ 82,770.80	\$ 85,253.92	\$ 87,811.54	\$ 90,445.89
KMS Asst.	\$ 78,400.00	\$ 80,752.00	\$ 83,174.56	\$ 85,669.80	\$ 88,239.89
Technology Director	\$ 71,540.00	\$ 73,686.20	\$ 75,896.79	\$ 78,173.69	\$ 80,518.90
Bldg. & Grounds & Transportation	\$ 71,540.00	\$ 73,686.20	\$ 75,896.79	\$ 78,173.69	\$ 80,518.90
HHS Principal	\$ 90,160.00	\$ 92,864.80	\$ 95,650.74	\$ 98,520.27	\$ 101,475.87
DE Principal	\$ 81,340.00	\$ 83,780.20	\$ 86,293.61	\$ 88,882.41	\$ 91,548.89
DW Principal	\$ 81,340.00	\$ 83,780.20	\$ 86,293.61	\$ 88,882.41	\$ 91,548.89
Hol Principal	\$ 81,340.00	\$ 83,780.20	\$ 86,293.61	\$ 88,882.41	\$ 91,548.89
ECE Principal	\$ 81,340.00	\$ 83,780.20	\$ 86,293.61	\$ 88,882.41	\$ 91,548.89
Elem Asst.	\$ 76,440.00	\$ 78,733.20	\$ 81,095.20	\$ 83,528.05	\$ 86,033.89

HAA Salary Schedule for July 1, 2012 through June 30, 2013

	Step 1	Step 2	Step 3	Step 4	Step 5
Pupil Services	\$ 70,109.20	\$ 72,212.48	\$ 74,378.85	\$ 76,610.22	\$ 78,908.52
Recreation	\$ 61,465.60	\$ 63,309.57	\$ 65,208.86	\$ 67,165.12	\$ 69,180.07
KMS Principal	\$ 80,673.60	\$ 83,093.81	\$ 85,586.62	\$ 88,154.22	\$ 90,798.85
Special Ed. Director	\$ 82,594.40	\$ 85,072.23	\$ 87,624.40	\$ 90,253.13	\$ 92,960.72
HHS Asst.	\$ 78,752.80	\$ 81,115.38	\$ 83,548.85	\$ 86,055.31	\$ 88,636.97
KMS Asst.	\$ 76,832.00	\$ 79,136.96	\$ 81,511.07	\$ 83,956.40	\$ 86,475.09
Technology Director	\$ 70,109.20	\$ 72,212.48	\$ 74,378.85	\$ 76,610.22	\$ 78,908.52
Bldg. & Grounds & Transportation	\$ 70,109.20	\$ 72,212.48	\$ 74,378.85	\$ 76,610.22	\$ 78,908.52
HHS Principal	\$ 88,356.80	\$ 91,007.50	\$ 93,737.73	\$ 96,549.86	\$ 99,446.36
DE Principal	\$ 79,713.20	\$ 82,104.60	\$ 84,567.73	\$ 87,104.77	\$ 89,717.91
DW Principal	\$ 79,713.20	\$ 82,104.60	\$ 84,567.73	\$ 87,104.77	\$ 89,717.91
Hol Principal	\$ 79,713.20	\$ 82,104.60	\$ 84,567.73	\$ 87,104.77	\$ 89,717.91
ECE Principal	\$ 79,713.20	\$ 82,104.60	\$ 84,567.73	\$ 87,104.77	\$ 89,717.91
Elem Asst.	\$ 74,911.20	\$ 77,158.54	\$ 79,473.29	\$ 81,857.49	\$ 84,313.22

Employment Agreement

Between

The Hamtramck Board of Education

and

_____ (“Administrator”)

1. This agreement is effective on _____ and shall expire on _____.
2. This agreement is subject to the provisions of the collective bargaining agreement between the Hamtramck Administrators Association and the Hamtramck Board of Education (“C.B.A.”)
3. Duties: the Administrator is employed as _____.
4. Administrator has stated that s/he has the requisite qualifications to perform the job to which s/he has been assigned.
5. The Administrator shall receive compensation and benefits applicable to the position as established by the C.B.A.
6. The Administrator shall not achieve tenure as an administrator as a consequence of this agreement.

Signed:

Administrator

Superintendent of Schools

Dated: _____

Employment Agreement (Attachment A)

Hamtramck Public Schools

Hamtramck, Michigan

Administrator Evaluation

Annual Performance Review

For

Assignment

School Year

The signature of the evaluatee shall indicate that he/she has reviewed the report and is familiar with the evaluator's report. His/her signature does not necessarily imply agreement with the evaluation.

Evaluator:

Date:

Evaluatee:

Date:

_____ Statement by evaluatee attached

_____ Agree

_____ Statement of comments attached

_____ Disagree

Administrator's Review Form A (Attachment: B1)

HAMTRAMCK PUBLIC SCHOOLS ADMINISTRATOR EVALUATION TOOL

Assessment Category The description accompanying each category is a few examples of the areas may be considered in evaluating performance. A single rating is to be given for the assessment of each category	Highly Effective	Effective	Minimally Effective	Ineffective
General Level of Performance Related to the Administration of Board policy and the elements of the job description				
Educational Leadership Demonstrates good judgment in decision making. Provides leadership for staff in-service training. Encourages and initiates curriculum improvements. Coordinates building special education services. Involves staff in decision making processes. Effectively resolves conflicts among staff members, students, and parents.				
Professional Growth Keeps informed of current educational trends and patterns. Becomes in professional organizations. Serves on district-wide committees.				
Human Relations Assumes responsibility of maintaining the overall morale of the building or department. Maintains professionally ethical relationships with others. Respects students and staff members as individuals. Shows genuine concern and warmth for others. Is approachable and friendly.				
Cooperation Accepts administrative decisions and works toward achieving goals even they do not conform to personal opinions. Accepts constructive criticism profitably.				
Fiscal Management Involves subordinates in budget development. Assesses the fiscal needs of all programs prior to allocating funds. Practices accounting procedures and maintains records consistent with practices established by the finance department. Maintains an appropriate balance in all accounts in order to meet emergency purchase at the school year progresses.				
Communication Skills Facilitates staff and student communications. Keeps parents informed about school programs. Develops methods for receiving feedback students, staff and community.				
Dependability and Enthusiasm Is regular in attendance at meetings where presence is expected. Is prompt in carrying out duties. Accepts responsibility without complaint. Carries out assigned responsibilities. Maintains a positive attitude.				
Community Relations Encourages community and parent involvement in school functions. Works with a definite plan for the interpretation of the school program to the community and keeps the community informed. Has the respect and support of the community in the conduct of the of the school operation.				
Effectiveness in Organizing and Planning Organizes for the job. Establishes clear cut goals. Plans ahead. Makes effective use of time. Establishes appropriate and effective follow up procedures.				
Development of Subordinates Trains subordinates effectively. Provides coaching and counseling when needed. Appraises subordinates effectively.				
Routine Administrative Responsibility Manages fiscal matters within budget allocations. Supervises the maintenance of buildings, grounds and equipment. Prepares and submits reports and forms required by Federal, State, and local authorizes. Administers and implements effective building operation procedures.				

<p>Student Growth</p> <p>Elementary and middle school growth will be measured by year to year growth on the MEAP and common core grade level assessments for students that have been in the school for at least one year. High school student growth will be measured by common grade level assessments and the graduation rate.</p>				
<p>Assessment Category</p> <p>The description accompanying each category is a few examples of the areas that may be considered in evaluating performance. A single rating is to be given for the assessment of each category.</p>	Highly Effective	Effective	Minimally Effective	Ineffective
<p>General Evaluation</p>				
<p>Comments</p>				

Administrator Name

Administrator Signature and date

Superintendent

Administrators rated overall as Ineffective or Minimally Effective are required to meet with the Superintendent to develop a Plan of Improvement, and the following information must be completed:

Date of Improvement Planning Conference: _____

Summary of Improvement Plan Conference (may attach separate document):

Administrator Signature

Date

Superintendent Signature

ADMINISTRATOR INDIVIDUALIZED DEVELOPMENT PLAN

ADMINISTRATOR'S NAME: _____ **YEAR:** _____

ASSIGNMENT RESPONSIBILITIES GOAL STATEMENT:	
ACTION PLAN	ACTIVITY TIME LINE
RESEARCHER/STRATEGIES:	
IMPLEMENTATION PROCESS:	
RESULTS (SELF-ASSESSMENT):	

EVALUATOR SIGNATURE: _____

ADMINISTRATOR SIGNATURE: _____

DATE: _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year below written

HAMTRAMCK BOARD OF
EDUCATION

HAMTRAMCK ADMINISTRATORS'
ASSOCIATION

President

President, HAA

Secretary

Vice President, HAA

Committee Member

Committee Member

Committee Member

Date