

**MASTER AGREEMENT**

**between**

**THE NORTHVILLE PUBLIC SCHOOLS**

**and the**

**NORTHVILLE ASSOCIATION**

**of**

**SCHOOL ADMINISTRATORS**

**JULY 1, 2017 - JUNE 30, 2019**

# **A G R E E M E N T**

## **PREAMBLE**

This Agreement is made this 27<sup>th</sup> day of June, 2017 by and between the Northville Public Schools, hereinafter referred to as the "District" and the Northville Association of School Administrators hereinafter referred to as the "Association".

## **PURPOSE**

WHEREAS, the parties hereto recognize that the District is a unit of Government engaged in the education of boys and girls in the District; and that the District has obligations to the citizens and taxpayers, as well as the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the District; and the District will expect that the Association will continue to contribute through its abilities and experience and that of its individual members toward maintaining and improving standards of professional practice; and

WHEREAS, the purpose of this Agreement is to provide orderly collective bargaining relations between the District and the Association, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient and prudent operation of the District's business and education program.

NOW THEREFORE, the parties hereto mutually agree as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1**

The District recognizes the Association as the sole and exclusive bargaining representative of all full-time principals, assistant principals, athletic director and building supervisors employed in the Special Education Program serving students (S.E.P.) excluding the Superintendent of Schools, Assistant Superintendents, Director of Human Resources, Director of Business and Finance, Director of Special Services, Director of Technology, Coordinator of Operations, Coordinator of Custodians, Coordinators of Food Service, Coordinator of Transportation, Coordinator for Early Childhood Center, Coordinator of Curriculum, social workers, psychologists, nurses, occupational therapists, physical therapists, classroom teachers, central office administrators and all other employees.

## **Section 2**

The term "Administrator" as used in this Agreement shall refer to all employees included within the bargaining unit set forth in the Recognition Clause of Section 1.

## **ARTICLE II**

### **ASSOCIATION**

#### **Section 1**

Membership in the Association is not compulsory. Administrators who are not members of the Association may choose to pay an amount of money equal to that paid by members which sum shall be limited to an amount of money not greater than the Association's regular and usual dues. For present Administrators, such payment may commence thirty-one (31) days following the effective date of this Agreement and for new Administrators the payment shall start thirty-one (31) days following their date of full time or regular part-time employment. Under no circumstances shall any NASA employee be required to pay dues or a service fee.

#### **Section 2**

The Association shall indemnify and save the District harmless against any and all claims, demands, suites, judgments, damages or other forms of liability or expense, including transcript costs, deposition expenses, court costs, legal fees of the District counsel, etc., that may arise out of, or by reason of, action taken by the District for the purpose of complying with Article II, Section 1 of this Agreement.

## **ARTICLE III**

### **DISTRICT RIGHTS**

#### **Section 1**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest in and be exercised by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustrations and not by way of limitation, the District's right to:

- A. The management and administrative control of the school system, its properties and facilities; the direction and assignment of work including, but not limited to the establishment and enforcement of District rules; to hire, promote, discharge, discipline, layoff and recall Administrators, schedule of hours of work, and to maintain discipline and efficiency; establish the educational program, curriculum, organization and structure of the schools and the location of the schools; introduce new pedagogical innovations, textbooks

and instructional materials; determine the prescribed courses of study and the means of providing a comprehensive program to the students.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, 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 terms of this Agreement.

## **ARTICLE IV**

### **ADMINISTRATORS RIGHTS AND RESPONSIBILITIES**

#### **Section 1      Staff Selection and Assignment**

- A. The District agrees that each Administrator shall have the opportunity to interview and make a recommendation concerning all regular full-time personnel, certified and noncertified, that are being considered for assignment to his/her building or department. The final determination relative to such assignments will be made by the Superintendent or his designee.
- B. Such assignment shall be made in accordance with District policy and any other collective bargaining agreement which the District has entered into and which speaks on the subject of assignments and/or transfers.
- C. Should the Administrator not be available to interview and make a recommendation, Section A of this Section shall not be in effect and the assignment will be made forthwith by the Superintendent or his/her designee. In addition, Section A of this Section shall not apply when an employee is being assigned due to recall from layoff.

#### **Section 2      Parent Complaints**

In order to encourage the harmonious and expeditious resolution of parent or institutional complaints at the local level, in the case of a complaint on the part of said person regarding a Administrator, or a program or an employee he/she supervises, the District agrees to request said person to discuss the complaint with the Administrator involved and to bring the matter to the attention of the Administrator in order to provide the Administrator the opportunity to be heard by the Superintendent or his/her designee before any action is taken on the matter.

#### **Section 3      Current Address and Telephone Numbers**

It shall be the responsibility of each Administrator to notify the District of any change of address or telephone number. The Administrator's address and telephone as it appears on the District's record shall be conclusive when used in connection with layoff, recall or other notices to employees.

#### **Section 4 Individual Contract of Employment**

- A. Each Building Administrator shall be given an individual contract of employment in the form attached hereto as Appendix C.
- B. Administrators with less than four (4) years seniority as a Administrator in the District shall be given a one (1) year contract of employment and subject to 4.C. below, Administrators with four (4) years or more seniority in the District shall be given a two (2) year contract of employment.
- C. An Administrator having a two (2) year individual contract of employment will be notified by the Superintendent at least sixty (60) calendar days prior to the completion of the first year of his/her two (2) year contract whether his/her individual contract of employment will or will not be extended an additional one (1) year.
- D. The terms and conditions of the individual contract of employment shall be subject to all the provisions set forth in this Collective Bargaining Agreement and the individual contract of employment shall incorporate by reference the provisions of this Collective Bargaining Agreement as they were set forth in the individual contract of employment in their entirety, excluding applicable prohibited subjects.
- E. The individual contracts of employment shall provide that the Administrator is not granted tenure as an Administrator, but where eligible under the state Teachers' Tenure Act, is granted tenure only as a classroom teacher.

#### **Section 5 Probationary Period**

- A. **Probationary Period:** During the first four (4) years of employment as a Building Administrator in the bargaining unit, the Administrator shall be in a period of probation. (Probationary administrators already employed in such capacity in the 2014-15 school year will remain on a two-year probationary period.) After completion of the probationary period, the Administrator shall be considered a seniority employee.
- B. **Right of Reassignment of Probationary Employee:** During the period of probation, an Administrator's contract of employment may be terminated, and shall not be subject to grievance. If the Administrator acquired classroom teacher tenure within the District, he/she may be returned to the classroom, as a teacher at a teacher's salary and fringe benefits, and no grievance shall arise nor shall such action of reassignment to the classroom be considered a breach of this Agreement or a breach of the Administrator's individual contract of employment. If there is no vacant teaching position, the Administrator may be placed on layoff as a teacher. It is understood that to the extent administrators are regulated by the Michigan Teachers' Tenure Act, placement is subject to PERA sections 15(3)(j) and 15(4).

#### **Section 6 Reassignment of Seniority Building Administrator**

- A. After the completion of the probationary period, and during the term of the individual contract of employment, a seniority Administrator may be reassigned to the classroom upon the District following the procedures outlined below.

1. On or before February 1 of the current school year a Mid-Year Progress Report shall be completed and discussed with each Administrator being considered for reassignment to the classroom.
  2. On or before March 1 of the current school year the Superintendent will discuss with the Administrator involved, and an Association representative if requested, those performance areas set forth in the Mid-Year Progress Report as being deficient.
  3. On or before April 1 of the current school year the Superintendent will notify, in writing, the Administrator and Association of the reasons for the reassignment to the classroom and if possible, the new teaching assignment.
  4. The time limits set forth in subparagraphs 1 through 3 may be extended by mutual agreement between the Association and the District.
- B. If the above procedures outlined in Paragraphs 1, 2 and 3 have been followed, a seniority Administrator's contract of employment may be terminated and he/she may be returned to the classroom as a teacher, and no grievance shall arise nor shall such action be considered a breach of this Agreement or a breach of the Administrator's individual contract of employment.
- C. If a seniority Administrator has been returned to a classroom as a teacher under the procedure outlined in Paragraphs 1, 2 and 3 of Section A above, then for the remainder of the term of the Administrator's individual contract of employment he/she shall be paid according to the following formula.
1. The salary and fringe benefits of a teacher.
  2. An additional sum of money, paid in equal installments over the remainder of the term of administrative contract of employment, determined by multiplying the Administrator's hourly rate (the per diem salary as of April 1 of the year notification is given of reassignment divided by 8) by 7 hours per day, by the number of days remaining in the teacher work year(s) and taking that figure and subtracting the salary received by the Administrator as a teacher (Example: principal salary per diem divided by 8 equals hourly rate; hourly rate times 7 equals new per diem as teacher; new per diem as teacher times teacher contract days equals new salary.).
- D. If the Superintendent of School elects not to follow the procedures outlined in Paragraphs 1, 2 and 3 of Section A above, he/she may nevertheless, during the term of the seniority Administrator's individual contract of employment, reassign him/her for just cause to the classroom as a teacher, and the seniority Administrator shall be paid a teacher's salary and fringe benefits, but said action of reassignment shall be subject to the grievance procedure and arbitration provision of this Agreement.
- E. It is understood that to the extent administrators are regulated by the Michigan Teachers' Tenure Act, placement is subject to PERA sections 15(3)(j) and 15(4).

- F. The Superintendent of Schools or his/her designee will evaluate all administrators. This evaluation will be the official district evaluation for administrators.

### **Section 7      Reassignment of Administrative Position**

- A. During the term of the individual contract of employment the assignment and/or reassignment of an Administrator to other administrative positions shall be at the discretion of the Superintendent of Schools and shall not be the basis of a grievance, nor shall such action be considered a breach of this Agreement or breach of the individual contract of employment. However, the Superintendent will consult with the building administrator prior to the assignment if he/she has not previously held that administrative position.
- B. If the Administrator does not consent to his/her reassignment, the salary of a reassigned Administrator to another administrative position shall either be at the same rate as his/her present assignment or the rate of his/her new assignment, whichever is higher, for the duration of his/her individual contract of employment.
- C. If the Administrator consents to a reassignment outside the bargaining unit, then the salary and terms and conditions of employment shall be as agreed to between the Superintendent and Administrator. If the reassignment is to a position within the bargaining unit, then the terms and conditions of employment shall be governed by this Agreement.
- D. It is understood that to the extent administrators are regulated by the Michigan Teachers' Tenure Act, placement is subject to PERA sections 15(3)(j) and 15(4).

### **Section 8      Board Right of Non-Renewal**

Without regard to any other Section of this Agreement, the District shall have no obligation to renew any Administrator's contract nor shall the District be obligated to employ an Administrator in any position other than as a classroom teacher at the expiration of said individual contract and such action of non-renewal shall not be the basis of a grievance nor shall such action constitute discipline, discharge or a demotion or constitute a breach of any provision of this Agreement or the individual contract of employment. Any obligation to employ a non-renewed Administrator as a classroom teacher shall be limited to 1) non-renewed Seniority Administrators who meet the certification and Highly Qualified requirements and 2) probationary non-renewed Administrators who acquired teacher tenure within the District and meet the certification and Highly Qualified requirements.

### **Section 9      Layoff**

In the event the Board of Education elects to reduce the number of Administrators through layoff of employment, then the Administrator to be laid off shall be given written notice sixty (60) calendar days prior to the effective date of the layoff. Upon layoff of employment, the Administrator shall be removed from the bargaining unit and his

individual employment contract shall be terminated and the District shall have no financial liability for salary or fringe benefits.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **Section 1      **Definition****

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

#### **Section 2      **Step One****

Within ten (10) working days after the time a grievance occurs, an Administrator will present the grievance to the Director of Human Resources, or his/her designee. Within ten (10) working days after presentation of the grievance, the Director of Human Resources, or his/her designee, shall give his/her answer orally to the Administrator.

#### **Section 3      **Step Two****

If the grievance is not resolved at Step One, the Administrator may reduce his/her grievance in writing and present the grievance to the Superintendent of Schools, or his/her designee, for his/her written answer. The written grievance shall be on a form provided by the District and must be filed within five (5) working days after the date of the Director of Human Resources, or his/her designee's, oral answer at Step One. The written grievance shall name the Administrator(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the Administrator and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the Administrator(s) and Association Representative. The Superintendent, or his/her designee, shall give the Administrator(s) an answer in writing no later than ten (10) working days after receipt of the written grievance.

#### **Section 4      **Step Three****

If the grievance is not resolved at Step Two and the grievance has been fully processed through Step One and Two the Association President may, within five (5) working days after the Administrator has received the Step Two answer, submit the grievance to binding arbitration by filing a Demand for Arbitration with the American Arbitration Association, with a copy being served upon the District. The Demand for Arbitration shall be signed by both the Association President and the Administrator(s) involved and shall state the facts giving rise to the grievance, the date the grievance arose, and shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference.



**Section 5 Fees of the Arbitrator**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses including American Arbitration Association filing fees shall be borne by the party incurring them.

**Section 6 Powers of the Arbitrator**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish wage scales or change any wage.
3. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her powers shall be limited to deciding whether the District has violated the expressed Articles or Sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the District to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the District and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before rendering a binding decision on the merits.

**Section 7 Arbitrator's Decision**

The Arbitrator's decision shall be final and binding upon the District, the Association and the Administrator(s) involved.

**Section 8 Time Limits**

Any grievance(s) not advanced to the next Step by the Administrator and/or Association within the time limit in that Step shall be deemed abandoned. Time limits may be extended by mutual agreement of the District and the Association in writing and the new date shall prevail.

**Section 9 Back Wages**

The District shall not be required to pay back wages prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the Administrator would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay. Such Administrator shall have the burden of showing that he/she was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designed as a representative grievance by mutual written agreement by the parties.

**Section 10 Processing of Grievances - Time Line**

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

**Section 11 Binding Agreements**

Any agreement reached between the District and the Association Representative is binding on all Administrators affected and cannot be changed by any individual.

**Section 12 Processing Grievance**

Grievances arising under this Article shall be processed during the Administrator's and/or Association Representative's non-working hours unless mutually agreed otherwise.

**Section 13 Processing after Resignation**

No grievance shall be filed or processed further by any employee or the Association after the effective date of the Administrator's resignation.

**Section 14 Items Not Subject To Grievance**

The following matters shall not be the basis of a grievance nor shall the grievance procedure be applicable to:

- 1. The termination of services of, or failure to reemploy any probationary Administrator, or the reassignment of a probationary Administrator to a classroom teacher, where applicable.
- 2. Content of Administrator evaluations.

3. Any matter which, under this Agreement, is within the responsibility of the District to decide, or any matter which under the provisions of this Agreement provided the action taken shall not be the basis of a grievance.
4. The failure to employ any Administrator in a position other than as a classroom teacher following expiration of the individual contract of employment.
5. The reassignment of a seniority Administrator during the term of his individual contract of employment pursuant to Article IV, Section 6, Paragraph A, subparagraphs 1, 2 and 3.
6. PERA's prohibited subjects, as applicable.

### **Section 15 Individual Processing of Grievance**

An individual Administrator shall have the right at any time to present his/her own grievance to the Director of Human Resources or his/her designee, and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.

## **ARTICLE VI**

### **LEAVES**

#### **Section 1 Sick Leave**

- A. All full-time Administrators shall be entitled to sick leave accumulated at the rate of fifteen (15) days per school year.
- B. All sick leave accumulated by Administrators prior to the effective date of this Agreement shall be credited to the Administrator's sick bank and unused sick leave at the end of each school year shall be credited, but in no event may sick leave accumulate beyond a maximum of 225 days. Administrators hired after July 1, 2008 may only accumulate sick leave up to a maximum of 180 days.
- C. Sick days may be utilized by the Administrator for illness in the immediate family. The immediate family shall be defined as father, mother, spouse or children. Up to 15 days may be used each year for family illness. This provision is not to be used in conjunction with the Family Medical Leave Act when consecutive days used are three or fewer.
- D. In the event of absence by a member of the Northville Association of School Administrators (NASA) for illness in excess of three (3) consecutive work days, the District may require that the employee submit a written medical notice from their doctor certifying the employee's illness. The cost of providing such written notice will be the responsibility of the employee.

- E. The School District may, at its expense, require an Administrator to take a physical or mental examination from a School District appointed physician to determine whether involuntary sick leave is warranted due to an inability to perform essential functions of an administrative assignment.
- F. Absences for illness in the immediate family on the day before or after vacation, holiday or school recess shall be subject to the approval of the Superintendent or his/her designee.
- G. In the final year of an administrator's employment, in the event that a documented illness results in an administrator's accumulated sick bank dropping to below the maximum, the administrator will have sick days, previously earned but not credited to their bank, reinstated. If the total of these days is sufficient, it may bring their leave bank back to the maximum. The Administrator may draw on days which they have accumulated beyond the maximum only in the final year of employment and only for purposes of retirement.

**Section 2: Family and Medical Leave Act**

The District will grant per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least twelve hundred and fifty (1250) hours during the year preceding the start of the leave. If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior to written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
- Eligible employees may take up to twelve (12) weeks of unpaid leave (including up to 45 days of paid leave if the FMLA leave is for the employee's own qualifying medical condition, or up to 30 days of paid leave if the qualifying medical leave is for a family member as defined by FMLA. Paid time shall only apply when the employee has enough sick days available in their bank) The total length of the leave may not exceed twelve [12] weeks) for one or more of the following reasons:
  - A. Because of birth of a son or daughter of the employee and in order to care for such son or daughter.
  - B. Because of the placement of a son or daughter with the employee for adoption or foster care.
  - C. In order to care for the spouse, son, daughter, step child, legal ward or parent of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health provider.
  - D. The employee's own serious health condition, that makes the employee unable to perform the functions of the employee's position.

- E. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Additionally, for leaves of the type described in (E) below, an employee is eligible for up to 26 workweeks of unpaid leave in a single 12-month period:

- F. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require written notification from the health care provider certifying that the employee is able to resume work. When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee will require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District will be final.

If an employee's leave ends within two (2) weeks of the end of a semester, the District may require the employee to delay his/her return until the beginning of the next semester. The decision will be made by the Board of Education and not subject to appeal.

Upon the employee's return from leave, he/she will be restored either; to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

The District, at its sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

### **Section 3 - Bereavement/Business Days**

Leaves of absence with pay not chargeable against the Administrator's sick leave allowance shall be granted for the following reasons:

- A. **Bereavement** - In cases of death in the family (father, mother, spouse, sister, brother, children, father-in-law, mother-in-law, sister-in-law, brother-in-law or grandparents) up to three (3) days will be granted if the distance is within a 200 mile radius of the administrator's home and four (4) days outside this radius. This leave shall occur within one (1) week of the funeral. Under extenuating circumstances, the Superintendent may grant additional time.
- B. **Business Days** - A full-time K-12 Administrator will be granted three and one-half (3 ½) days each year and an SEP Supervisor will be granted four and one-half (4 ½) days per year, to conduct a business transaction which cannot be handled outside regular working hours or on a weekend, provided a twenty-four (24) hour notification of the business day is given to the Superintendent or his designee. In cases of emergency, a shorter notice will be acceptable upon the approval of the Superintendent or his/her designee. A business day may not be taken the day before or after a holiday or school recess without prior approval of the Superintendent or his/her designee. Unused days will be added to the Building Administrator's sick leave bank at the end of the school year. One business day may be taken in hourly increments at the discretion of the employee.
- C. **Flex Days** - In the event that a NASA administrator is required by the District to attend a training or similar event that takes place on a Saturday or Sunday, then subject to prior approval through the Superintendent, such day(s) or half-day(s) may be used to offset the required work days within that administrator's NASA calendar for that contract year. No administrator shall be approved for more than two such flex days in a contract year. Flex days approved may not result in the administrator being absent on days that school is in session.

## **ARTICLE VII**

### **COMPENSATION AND FRINGE BENEFITS**

#### **Section 1     Salaries**

2017-18, the following shall apply:

Excluding any administrators who received an overall rating of Minimally Effective or Ineffective on their most recent year-end performance evaluation, administrators will continue to receive the 2% off-schedule payment from 2016-17, as well as an additional off-schedule payment equal to 2% of their 2016-17 wages (not including longevity, the salary option or any bonus.)

**In 2018-19**, the following shall apply:

In the event that the Board adopts a budget for the 2018-19 school year that projects a General Fund Balance of 15% of the budgeted General Fund expenditures or higher (including the amount by which the Health Care Reserve Fund exceeds \$1,200,000, if any, and the cost of the contingent increase in compensation detailed below), the following will apply:

Excluding administrators who at the end of the prior school year received a final year-end performance evaluation rating of Ineffective or Minimally Effective, administrators will receive an off-schedule payment not to exceed 2% of their actual 2017-18 base wages not inclusive of longevity, salary option or other forms of additional compensation. These contingent increases shall be in lieu of step advancement (steps frozen) during the 2018-19 year, and shall apply only to 2018-19, not beyond; as of the day before the contract expires, the salary shall revert back to the 2015-16 base wages. It is agreed and understood that the potential variation in the off schedule payment is related to maintaining a minimum 15% fund balance.

In the event that the Board of Education approves a budget for the 2018-19 school year that projects a General Fund Balance of less than 15% but more than 11% of the General Fund expenditures (including the cost of the contingent increase in compensation detailed above), the following shall apply:

Excluding administrators who at the end of the prior school year received a final year-end performance evaluation rating of Ineffective or Minimally Effective, all unit employees will receive an off-schedule payment equivalent to 1% of 2017-18 base wages that does not add to the employee's base wages. Payment of the 1% off schedule payment will be made into equal lump sum payments with the payroll at or following the end of each semester. These contingent increases shall be in lieu of step advancement (steps frozen) during the 2018-19 year, and shall apply only to 2018-19, not beyond; as of the day before the contract expires, the salary shall revert back to the 2015-16 base wages. It is agreed and understood that the potential variation in the off schedule payment is related to maintaining a minimum 11% fund balance.

In the event that the Board adopts a budget for the succeeding fiscal year (2018-19) that projects a General Fund Balance of less than 11% of the budgeted General Fund expenditures (including the amount by which the Health Care Reserve Fund exceeds \$1,200,000, if any, and the cost of the contingent increase in compensation detailed above), the following will apply:

The District will identify the amount of reductions in General Fund expenditures needed to maintain an 11% General Fund Balance as of the end of the succeeding fiscal year. The District will then meet with NASA to mutually agree on the manner in which NASA's proportional percentage of such amount shall be applied to reduce the NASA compensation based on the 2017-18 salary levels.

When there is a projected operating budget deficit, and a projected General Fund balance of less than 10.5%, salary increases, if any, shall be off schedule and shall only be provided to those unit employees whose most recent year-end performance evaluation was Effective or Highly Effective overall.

In the event that the final audit for the 2018-19 school year confirms a General Fund Balance of 18% or higher (including the amount by which the Health Care Reserve Fund exceeds \$1,200,000, if any), and inclusive of the cost of any off schedule percentage detailed above, the Board will allocate to NASA administrators who were employed in that prior school year being audited and were rated Effective or higher on their most recent year-end

performance evaluation, an amount equal to the NASA's proportional percentage of the amount in excess of an 18% General Fund Balance ("bonus pool.") The bonus pool, which includes the District's FICA cost, shall be paid to NASA administrators through a one-time, off-schedule payment on a pro rata basis in the form of a one-time bonus, not subject to MPSERS, no later than December 1st, after the audit process is completed. Any bonus amount to be paid, if any, shall not exceed \$2,500 and does not add to base wages.

As of May 31, 2018, should the NEA contract, then in effect, reduce the wage spread or differential between the top MA teacher salary step and the first NASA salary step for Elementary Principal that existed in 2016-17 to \$1,500, or less, then the parties agree to reopen NASA Article VII for 2018-19. Changes, if any, to Article VII must be mutual, and in writing. No increases shall occur in such compensation until a written agreement is executed. No other provisions shall be re-opened.

Furthermore, the parties agree to meet during the 2017-18 school year to discuss the possibility of redistributing a portion of the Salary Option (defined in Section 17) into the wage scale starting in 2018-19.

In addition, administrators will take two (2) unpaid furlough days in each of the two school years. One day shall be taken on the January teacher work day and the other scheduled in June on a non-student day. The administrators will not be expected to report to work on furlough days but will be accountable for the work intended to be completed on said days. The NHS Athletic Director may take the two furlough days on dates that best accommodate the athletic schedule and avoid conflicts with athletic commitments.

## **Section 2 Professional Growth Allowance**

Upon the approval of the Superintendent, Administrators may attend conferences, conventions and meeting which will be beneficial to the School District. In no event will the District be obligated for reimbursement of costs due to travel, food, registration fees and lodging where the total for each school year would exceed \$850 per individual principal or SEP building supervisor and \$600 for each assistant principal. Where approval has been granted for travel by a Administrator in his/her personal automobile, reimbursement shall be in accordance with Board Policy on mileage.

## **Section 3 Liability Insurance**

The District agrees to continue the present Board policy of paying the premiums for liability insurance issued by the M.A.I.S.L. Joint Risk Management Trust, but the District reserves the right to change the insurance carrier as long as the basic liability benefits are provided in any new policy issued by the subsequent carrier.

## **Section 4 Medical Insurance**

Effective July 1, 2017, the Employer shall pay not more per month towards the medical plan than the following amounts: \$528.73 single; \$1,105.74 two person and \$1,442.00 family. Employees currently enrolled in one of the District's existing medical plans will continue in that plan thru December 31, 2017. There will be no employer contribution to the Health Savings Account. Any employee pre-payment from January through August 2017 will reduce the employee contribution September through December 2017.



Effective January 1, 2018 through December 31, 2018, and continuing each January 1 thereafter during the life of this agreement, the employer's monthly cost shall increase not more than the PA 152 percent increase for the medical plan benefit year published by the State Treasurer. Employees electing medical plan coverage shall pay the difference in cost via payroll deduction pursuant to the District's IRS section 125 plan and there shall be no employer contribution to the health savings account.

Eligible employees may elect to enroll in one of the following plans:

The options are HDHPs and allow pre-tax employee contribution elections to an HSA.

Plan A – Simply Blue 1350/2700 PPO (HDHP – no employer HSA prefunding)

Plan B – Simply Blue 2000/4000 PPO (HDHP – no employer HSA prefunding)

Plan C – Blue Care Network 1350/2700 HMO (HDHP – no employer HSA prefunding)

Plan D – Blue Care Network 2700/5400 HMO (HDHP – no employer HSA prefunding)

These plan options, rates and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the illustrative rates, as well as any adjustments to the statutory Hard Cap amounts. Any changes will be communicated through Open Enrollment. Such adjustments in the employee costs based on these factors shall not be subject to challenge or grievance. In the event that other medical plan options become available during the term of this agreement, the parties agree to meet to consider such additional options. The parties may mutually agree in writing to modify or add to the plan options without re-opening this entire agreement. In any case, the District's contributions will not exceed the amounts outlined above, consistent with the PA 152 hard cap limitations.

Prior to Open Enrollment for the 2019 plan year, the District agrees to present multiple plan options for eligible employees to begin January 1, 2019. The District shall not pay more towards annual medical costs than the hard cap limits established pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act.

2. Any claim settlement between the employee and the above carrier will not be subject to the grievance with the District. The District's obligation is limited to paying the stated portion of the illustrative rates specified herein.
3. If during the life of the agreement the Federal Government issues new regulations under PPACA which would lead to the District paying any type of tax, penalty or fee, this contract shall be re-opened for further modifications. Likewise, the District may elect to provide additional plan options in order to comply with PPACA.
4. Each NASA employee receiving health insurance during all or any portion of a calendar month will

contribute by pre-tax payroll deduction a monthly amount equal to the difference between the District's contribution and the actual cost of the coverage. The cost of the health insurance for these purposes shall be based upon the then-applicable illustrative renewal rates.

5. Both parties agree to comply with the federal Affordable Care Act and agree that the district may make any adjustments in this Article which may be necessary to ensure compliance, following consultation with NASA.

6. It is the responsibility of the NASA employee to notify Human Resources of any change in coverage eligibility.

7. NASA employees and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above, nor will they be eligible for a separate District contribution to the HSA. If the employee should lose such coverage, they will become eligible for benefits of this agreement without penalty.

**Section 5      Term Life Insurance**

The School District agrees to pay the premiums for full-time Administrators to provide term life insurance in the face amount of two times their individual annual salary. The School District shall select the carrier.

**Section 6      Long Term Disability**

The District will pay the premium for a long term disability policy to provide long term disability insurance for all District Administrators with a monthly benefit of 66 2/3 percent of basic monthly earnings.

**Section 7      Dental Insurance**

The School District agrees to pay the premium to provide the following dental benefits:

CLASS I      Diagnostic Services, Preventative Services, Palliative Treatment.

CLASS II      Restorative Services, Preventative Services, Palliative Services, Oral Surgery, Repairs, Adjustments and Relining of Dentures and Bridges, Adjunctive General Services.

CLASS III      Construction and Replacement of Dentures and Bridges.

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy-five percent (75%) to full time Administrators and their eligible dependents. Class I, II and III benefits shall be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September 1988, the District will provide an orthodontic rider with the above insurance carrier.

The insurance carrier selected by the School District shall provide in its policy a provision on non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.

### **Section 8 Not Subject to Grievance**

The benefits set forth in Section 3, 4, 5, 6 and 7 of this Article shall be subject to the terms and conditions specified in the District's group insurance policy and any claim settlement between the Administrator and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The District, by payment of the premiums required to provide coverage under Section 3, 4, 5, 6 and 7 of this Article, shall be relieved from all liability with respect to the benefits provided in those Sections. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the District or the Association nor shall such failure be considered a breach by either of them of any obligation under Section 3, 4, 5, 6 and 7 of this Article.

### **Section 9 Tuition Reimbursement**

- A. Administrators will be fully reimbursed for actual tuition expenses paid but not to exceed fifteen hundred (\$1,500) in each school year (July 1 to June 30). Credits reimbursable must be in a degree program or have the approval of the Superintendent of Schools prior to taking the course.
- B. To be eligible for reimbursement, an Administrator must have completed one-half year of employment and must continue in the employ of the School District for a minimum of one-half year following completion of the course for which tuition is requested.
- C. Upon completion of the course for which tuition is requested, the Administrator shall fill out an application for reimbursement on a form provided by the District, showing, among other things, appropriate verification indicating satisfactory completion of the course, a tuition receipt verifying payment and the Superintendent's written approval if the course is non-degree or undergraduate credit.

### **Section 10 Retirement Pay**

- A. Any Administrator who retires after five (5) years of active service to the Northville Public Schools shall be eligible to receive a payment in accord with the schedule established herewith providing the Administrator notifies the District in writing of his/her intention to retire no later than ninety (90) days before the last scheduled work day for the current school year. The 90 day notice will be waived if illness forces an Administrator to retire.

- B. Unless otherwise agreed upon by the parties, the retirement payment shall be based upon the per diem salary received by the Administrator in the last year in which he/she actively worked during the entire contractual year. The payout will be at sixty percent (60%) of the per diem times fifty percent (50%) of the accumulated unused sick days. This provision only applies to Administrators hired before July 1, 2008.
- C. Retirement shall be defined as discontinuance of employment with the School District and submission of proof to the effect that the Administrator will actually receive retirement benefits from the Michigan School Employee Retirement Fund, or the period commencing on the first day of the month following the month of his/her termination.

### **Section 11    Extra Credit Pay**

Administrators shall receive an additional \$1,250 above their salary step if they have thirty (30) or more hours beyond the Master's Degree from a recognized and accredited university towards an Educational Specialist degree. Administrators with a Ph.D. or Ed.D. in Education from a recognized and accredited university shall receive \$2,250 above their salary step. Upon the approval of the Superintendent or his/her designee, \$1,250 may be granted for thirty (30) hours beyond the Master's Degree in a field other than an Educational Specialist or \$2,250 may be granted for a Ph.D. other than in Education.

### **Section 12    Prior Experience Credit**

Newly employed Administrators may be placed on any step of the salary schedule based on experience and education as determined by the Superintendent and the Board of Education. The District will notify the president of the Northville Association of School Administrators if a newly employed Administrator is granted experience above step 1 of the salary schedule.

### **Section 13    Personal Property Loss**

- A. In the event that an Administrator suffers loss or damage to his/her clothing or personal property (except for loss of money) due to theft, fire, willful and malicious damage in the performance of regular or assigned professional duties, without negligence on his/her part, the Administrator may apply to the District for reimbursement for such loss or damage to the extent of Ten Dollars (\$10.00) but not more than Two Hundred Dollars (\$200.00) in any school year.
- B. Notification by an Administrator that he/she has incurred a loss in accord with the provisions of this Section shall be filed on a form provided by the District. Said form shall be filed within ten (10) working days from the date of loss or damage.
- C. Failure of an Administrator to comply with these provisions shall constitute forfeiture of his/her claim for reimbursement under this Section; and the granting/non-granting of such reimbursement shall be at the discretion of the Superintendent or his/her designee and may not be subject to arbitration.

#### **Section 14 Mileage Allowance**

Administrators will be reimbursed in accordance with Board policy for automobile travel required by their position which necessitates the use of their personal automobile.

#### **Section 15 Physical Examination**

The District will reimburse each administrator up to \$300 for expenses which are not reimbursed by insurance in securing a physical examination every year. Effective with the 1992/93 school year, written verification of a physical examination must be provided to the Superintendent or his/her designee a minimum of once in every three (3) years.

#### **Section 16 Termination Pay**

Termination pay shall be paid upon an administrator qualifying under each and every condition listed below:

- A. The Administrator must have completed (in a NASA bargaining unit position) four (4) or more uninterrupted and continuous school years of service, which is all deemed to have been satisfactory (i.e., Effective or Highly Effective overall ratings) by the Superintendent of Schools, immediately preceding the date of termination.
- B. Except in the case of a layoff occurring after the commencement of the Administrator's work year, or unless otherwise agreed in writing by the Superintendent of Schools, the Administrator's termination becomes effective after completion of his/her work year and he/she actually resigns and severs his/her employment with the District within ten (10) calendar days from the last day of actual work. In the case of all layoffs, the administrator must actually resign and sever his/her employment within ten (10) calendar days from the last day of actual work unless this time period is extended by the Superintendent of Schools in writing.
- C. The administrator must not be able to qualify for or otherwise be entitled to any retirement pay under Section 10 above.

Unless otherwise agreed by the parties, the termination payment shall be 50% of the Administrator's per diem salary received in the last school year in which he/she actively worked for the entire contractual school year times 25% of his/her unused sick days. This provision shall only apply to administrators hired before July 1, 2011.

#### **Section 17 Salary Option**

A salary option in the amount of 8% of the individual's base salary including extra credit pay and longevity pay shall be paid to each administrator. The administrator shall have the option of taking this amount in salary or may elect to have all or a portion of the amount contributed to a tax sheltered annuity under section 403(b) of the internal revenue code of 1986 on a salary reduction basis in accordance with sub-section 403(b) (A) (ii) of the code.

**Section 18    Vision Care Program**

The School District agrees to pay the premium for full-time Administrators and their immediate families to provide the District's vision care program. The School District shall select the carrier.

**Section 19    Professional Membership**

The School District agrees to pay for one professional membership most germane to the Administrator's assignment each school year. Membership not to exceed \$500.00 in any one (1) year.

**Section 20    Longevity Benefit**

School Administrators hired before July 1, 2008 will be granted the annual payment of \$1000 longevity pay for each five years of completed service as an administrator with the Northville Public Schools. Administrators hired after July 1, 2008 will receive the following longevity payments: \$500 beginning the sixth year, \$1000 beginning the eleventh year, \$1250 beginning the sixteenth year and \$1500 beginning the twenty-first year.

If the school administrator taught in the District and would be receiving a greater amount of longevity pay had he/she remained a teacher, the District will pay no less than that amount to the school administrator until such time as the above longevity payments exceed that amount.

**Section 21    Cash in Lieu**

The District shall provide NASA Administrators with a cash in lieu payment in any contract year in which the Administrator opts out of medical insurance offered by the District, and provides proof of minimal essential coverage (i.e., meeting the ACA requirements), not purchased through the marketplace, but through another source. The cash in lieu amount in any year will be equal to that amount which is determined for the NEA cash in lieu in that same plan year.

**ARTICLE VIII**

**NO STRIKE CLAUSE**

**Section 1**

During the life of this Agreement, this Association shall not cause or permit its members to cause nor shall any member of the Association or Administrator of the District take part in any sit-down, stay-in, slow-down, curtailment of professional services or interference with the teaching of students. The Association shall not cause or permit its members or unit employees to cause nor shall any member of the Association or Administrator of the District take part in any strike or stoppage of any of the District's operations or picket the District's building or premises during the life of this Agreement.

## **Section 2**

The Association agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the Administrators that it disavows these acts. The Association further agrees that the District shall have the right to discharge any or all Administrators who violate this Article and such action shall not be considered a breach of this Agreement or the Administrator's employment contract nor shall it be subject to the Grievance Procedure of this Agreement. In addition, the District shall have the right to obtain injunctive relief and damages in any court of competent jurisdiction in addition to any other remedies.

## **ARTICLE IX**

### **GENERAL**

#### **Section 1**

The District may, at its discretion, require that Administrators submit to physical and/or mental tests and examinations by a District appointed doctor, at the District's expense, when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, etc. A copy of the doctor's report shall be given to the Administrator and he shall be given an opportunity to discuss it with the Superintendent or his/her designee. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.

#### **Section 2**

If any Article or Section of this Agreement or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained shall not be affected thereby. Provided, however, the parties agree to bargain concerning any Article or Section held to be invalid.

#### **Section 3**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the District and the Association and constitute the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### **Section 4**

The use of words referring to the male gender shall likewise be read to include the female gender.

## **Section 5**

The parties acknowledge that during the negotiations which resulted in the 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 and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Section 6**

Building administrators individual calendars will be reviewed and tentatively approved on or before June 15<sup>th</sup> of the preceding year. In developing the district calendar, NASA will be consulted.

## **Section 7      **District Committees****

The District will consult with administrators prior to assigning them to a District committee. Consideration will be given to special activities that are of an on-going nature within their building. Every effort will be made to make committee assignments equitable.

## **Section 8      **District Inservice Staff Development and Committee Meetings****

The District will make every reasonable effort to avoid scheduling committee meetings or staff development activities which require substitute teachers during the weeks of vacation periods (i.e. Thanksgiving Week, Winter Holiday, Easter Week (Good Friday), Memorial Weekend). Additionally, an effort will be made to avoid scheduling these activities during the month of June.

## **Section 9      **Negotiations Consultants****

The District will select a representative from Elementary, Middle School, High School and SEP to serve as consultants to the District team during negotiations with other unions.

## **Section 10      **Lunchroom Supervisor****

When an elementary or middle school building reaches an enrollment ratio of one (1) administrator to 500 students, teachers will be compensated to assist with lunch supervision based on the NEA contract, Article VII, Section 4E.



**Section 11 Changes in Tenure Reform and PERA**

It is agreed that any provisions of the agreement found to be contrary to the law pertaining to personnel, evaluation and prohibited subjects of bargaining shall be unenforceable and shall be removed from the agreement after consultation.

**ARTICLE X**

**TERMINATION**

**Section 1**

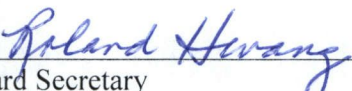
This Agreement shall become effective on July 1, 2017 and shall continue in full force and effect up to and including June 30, 2019.

**Section 2 Notice to Modify, Amend or Terminate: Automatic Renewal**

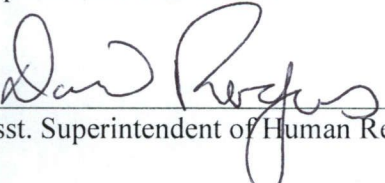
This Agreement shall continue in effect for a two (2) year period. Written notice by either party of their desire to modify, amend or to terminate this Agreement must be received at least 90 days prior to June 30, 2019. If such notice is given, this Agreement shall be open to modification, amendments or termination as such notice may indicate on July 1, 2019.

**NORTHVILLE PUBLIC SCHOOLS**

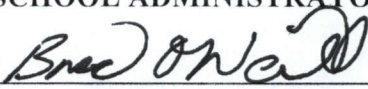
  
Board President

  
Board Secretary

  
Superintendent of Schools

  
Asst. Superintendent of Human Resources

**NORTHVILLE ASSOCIATION OF  
SCHOOL ADMINISTRATORS**

  
Brad O'Neill, N.A.S.A. President

  
Bryan Masi, N.A.S.A. Negotiator

**NASA SALARY SCHEDULE (2015-16)**

**7/1/2015 - 6/30/2016**

Work Days	Asst. Prin	Asst. Prin	Asst. Prin	Athletic	Principal	Principal	Principal	Principal	Principal
	Elementary 204	MS 214	HS 214	Director 214	Elementary 209	MS 214	HS 225	SEP 222	
Steps									
1	\$ 71,744	\$ 81,006	\$ 83,930	\$ 83,930	\$ 84,085	\$ 88,096	\$ 97,019	\$ 88,907	
1.5	73,456	83,667	85,929	85,929	86,087	90,196	99,326	91,027	
2	75,167	86,327	87,927	87,927	88,089	92,296	101,632	93,146	
2.5	76,879	87,526	89,926	89,926	90,093	94,391	103,946	95,262	
3	78,590	88,724	91,925	91,925	92,096	96,486	106,259	97,377	
3.5	80,705	91,117	94,403	94,403	94,578	99,085	109,122	100,001	
4	82,819	93,509	96,881	96,881	97,058	101,684	111,984	102,627	
4.5	83,647	94,444	97,850	97,850	98,029	102,701	113,104	103,653	
5	84,475	95,379	98,818	98,818	99,000	103,717	114,223	104,679	
5.5	84,898	95,856	99,312	99,312	99,495	104,235	114,795	105,203	
6	86,173	97,296	100,804	100,804	100,989	105,802	116,519	106,784	
6.5	86,604	97,778	101,298	101,309	101,494	106,331	117,102	107,318	
7	87,035	98,269	101,813	101,813	101,999	106,860	117,684	107,851	

Note: For non-step eligible staff only, this salary schedule excludes a 1% off schedule increase in 2014-15 and additional adjustment in 2015-16 to achieve a net 2% increase from 2014-15

**7/1/2016 - 6/30/2017**

Note: Salaries will be determined based upon the negotiated compensation formula in the NASA Agreement

**7/1/2017 - 6/30/2019**

Note: Salaries will be determined based upon the negotiated off-schedule compensation increases for 2017-18 and formula in the NASA Agreement for 2018-19