

MASTER AGREEMENT
BETWEEN
PORT HURON AREA SCHOOL DISTRICT
AND
BUILDING ADMINISTRATORS ASSOCIATION

July 01, 2021 THROUGH JUNE 30, 2023

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AGREEMENT

This Agreement is entered into July 1, 2021, by and between the Port Huron Area School District, hereinafter called the "District", and the Port Huron Area School District Building Administrators' Association, hereinafter called the "Association".

Prior to the expiration of this agreement, the District and the Association will discuss modification of the present salary formula and factor system.

ARTICLE I

RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, terms and other conditions of employment for the entire term of this Agreement for all school Building Administrators, but EXCLUDING all other employees of the Port Huron Area School District. "School Building Administrators", as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:

1. Principals
2. Administrator of Alternative Programming
3. Assistant Principals
4. Dean of Students
5. Administrator of Early Childhood Programming
6. Administrator of Virtual Programming

ARTICLE II

DEFINITIONS

In the application and interpretations of the provisions of this Agreement, the following definitions shall apply:

- A. DISTRICT, shall mean the Port Huron Area School District, or its designated agents.
- B. ASSOCIATION shall mean the Port Huron Area School District Building Administrators' Association.
- C. BUILDING ADMINISTRATOR shall mean a person employed in a position not excluded from and specifically set forth in the RECOGNITION clause of this Agreement.

- D. SUPERINTENDENT, shall mean the Superintendent of Schools of the Port Huron Area School District or his/her designee.
- E. BOARD, shall include and mean the elected, or appointed, members of the Board of Education.
- F. DAYS, shall mean duty days of the individual Building Administrator unless otherwise specified in this Agreement.
- G. Reorganization, is a change or elimination of the function or job description of a Building Administrator.
- H. Reduction, is a decrease in the number of positions. For positions other than the chief Building Administrator, building administrative job realignment from full time to a less than full time administrative position shall not constitute a reduction. The factor determining the above will be that a less than full time administrator will receive the same salary as a full-time position.

ARTICLE III

SCOPE OF THE AGREEMENT

- A. 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 understandings and agreements at which the parties arrived 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 in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties, and expresses all obligations of, and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or addition, only by a subsequent written Agreement between, and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. If any provisions of the Agreement or any application of the Agreement to any

employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

- D. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all members. No religious or political activities in the personal life of a member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such member. The provisions of the Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- E. This Agreement supersedes and cancels all previous Agreements between the District and the Association which shall be contrary to or inconsistent with its terms. All individual Building Administrators' contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE IV

DISTRICT RIGHTS

- A. It is expressly agreed that all rights which are vested in and which have or could have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to be vested exclusively in and be exercised exclusively by the District during the term of this Agreement.
- B. Central Office reorganization is at the sole discretion of the Superintendent. The District agrees to hold a meeting with the Building Administrator's Association to discuss any proposed Central Office Reorganization prior to such reorganization. No time limits or specific procedures are a part of the Master Agreement for this process.

ARTICLE V

ASSOCIATION RELATIONSHIPS

- A. Subject to the provisions that Association business shall not interfere with the normal and routine operation of any District-authorized program in any building of the District and, further, that Association business shall not be conducted at District expense or on school time, provision is hereby made to authorize Association use of District facilities, equipment and services. The Association shall pay to the District all costs incurred incidental to such use.

- B. The Association shall be supplied, upon written request, with a copy of the current Annual School District Financial Report (Form B), reports or information prepared by the District for public distribution, together with information which may be necessary for the Association to process any grievance. It is agreed that the foregoing shall not be construed to require the District to compile information or statistics not already compiled. Original records of the foregoing are to be examined only at the office of the District. Further, the Association agrees that it shall pay the District for any expense involved in the preparation of information for the Association's use.
- C. The Superintendent, or his/her designee, and if he/she so desires, the Superintendent's Cabinet of the District shall meet with the executive committee of the Association, or their designee, upon the request of either party, to discuss matters of mutual concern relating to the administration and interpretation of this Agreement. The time, location, and subject matter of each meeting shall be by mutual agreement. These meetings shall not supplant any of the provisions in Article XI (Grievance Procedure) or other provisions and requirements of the parties as set forth elsewhere in this Agreement.
- D. The Association shall be granted fourteen (14) days per year for use by Building Administrators participating in Association activities. A charge will also be made against this leave bank whenever a substitute is hired because of negotiations.

ARTICLE VI

ADMINISTRATIVE EMPLOYMENT CONDITIONS

- A. The Association agrees that it or its members shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Michigan Public Act 336, as amended by Act No. 379, Public Acts of 1965, nor, shall the District engage in a lockout of Association members.
- B. Written Complaints:
 - 1. Upon receipt of the District and/or immediate supervisor of a written complaint against a Building Administrator, the District agrees that prior to any formal action other than suspension with pay against a Building Administrator he/she shall be given an opportunity, not to exceed ten (10) days, to provide the District with, either in person, and/or by confidential memorandum, any background information he/she may deem appropriate. The District agrees that the Building Administrator may appear personally before the Superintendent or his/her designated agent in providing such background information and may, at his/her discretion, have an Association representative present.

2. The District and/or immediate supervisor agrees to inform the Building Administrator as soon as possible of any complaint, written or oral, lodged against said Building Administrator, including in the information the name or names of the complainant or complainants.

C. Legal Representation:

1. If any Building Administrator is complained against or sued as a result of the discharge of his/her duties as an employee of the District, the District shall render assistance including legal representation to the Building Administrator.
2. It shall be the responsibility of the Building Administrator to bring any such complaints to the personal attention of the Assistant Superintendent, or his/her designee on the Cabinet, in writing, within twenty-four (24) hours, if possible, upon notification of the complaint or suit.

ARTICLE VII

INDIVIDUAL CONTRACTS

The District shall offer each Building Administrator an individual two-year Continuing Building Administrative Contract renewable annually. The District and the Association further agree that the following situations will be exceptions to the two-year renewable Building Administrative Contract:

1. Reorganization (*see Article VIII, Section Three*)
2. Probation - A Building Administrator is new to the District or a new Building Administrator from within the District. A Building Administrator shall initially be given a one-year Contract. If the District does not notify the Building Administrator of either termination of Contract or a corrective Conditional Contract at least sixty (60) days prior to the end of the present Contract, the Building Administrator shall be issued a two-year Continuing Administrative Contract renewable annually.
3. Conditional Contract - A Building Administrator is placed in a corrective conditional status and will not have his/her two-year Continuing Administrative Contract renewed annually; further the District may provide one-year Contracts until such time as the District is satisfied that the conditional status period need not continue. However, should the Conditional Contract be continued past a one-year period, the Building Administrator affected may appeal the District's continuance according to Article X.

4. Dismissal - The Building Administrator is being removed from his/her position under provisions of Article X.
5. Financial Emergency - Position(s) eliminated because the District was financially unable to support it (them). (See Article VIII, Section Two).
6. Reduction Based on Standards - Position(s) eliminated by application of the staffing standards set forth in this Agreement.

ARTICLE VIII

VACANCIES, TRANSFERS, REDUCTION AND REORGANIZATION OF STAFF

SECTION ONE VACANCIES

- A. When school is in session, vacancies for administrative positions will be publicized including sending of such notice to each school. At times when school is not in session, a copy of such postings will be furnished to the Association's membership by email.
- B. Vacancies, except those filled through transfers, will be filled only on a temporary basis unless such vacancy has been publicized for at least two (2) weeks. A person who is appointed to fill a BAA vacancy on a temporary basis shall be designated as an "Acting Building Administrator" and shall be required to follow the same procedure as other applicants for the regular appointment. It is the intent of the District to fill a Building Administrator's position on an "acting" Building Administrator basis not to exceed the end of the current school year. Any person appointed to a temporary position within the BAA will be designated as an "acting" Building Administrator.
- C. Any person applying for each specific vacancy shall indicate his/her interest in a letter to the Executive Director of Employee and Student Services, attaching an application form provided by the District, unless there is an application on file which is less than two (2) years old. The applicant is responsible for submitting all transcripts or records of credits earned to the date of application.

D. Recommendations for appointment to administrative positions shall be as follows:

1. Any administrative position to be filled, other than the Superintendent, the District shall establish a committee, at least two of whom shall be Building Administrators' Association members. The District will decide upon the two Association members to participate on interview committees. An effort will be made to select broadly from among volunteers in the BAA group.
2. The committee shall screen and interview prospective candidates and recommend finalists to the Superintendent for each position.
3. The District will make every effort to establish a separate interview process for each vacancy, but cannot guarantee that this will always occur.

E. It is expressly understood and agreed that any matter involving vacancies which is not procedural in nature shall not be subject to the grievance procedure.

SECTION TWO TRANSFERS

- A. Internal transfer is defined as a change in assignment bearing the same title and at the same organizational level, such as Elementary Principal to Elementary Principal, in a different building. A change to a different organizational level, such as Middle School Principal to High School Principal, shall be considered an involuntary transfer, if required by the District and not obtained through the normal bidding process.
- B. Either the Building Administrator, or the District, may request an internal transfer to a general or specific assignment which begins the following school year. This request shall be in writing to the Executive Director of Employee and Student Services . All of the requests shall be destroyed on July 1 of each year. The District reserves the right to make internal transfers. When internal transfers are made, primary consideration shall be given to the requests that have been received. If the Building Administrator requests an internal transfer and the transfer is denied, at the option of the Building Administrator, if he/she requests, he/she will receive either written or oral reasons from the Superintendent or his/her designee.
- C. Involuntary Transfers:

1. An involuntary transfer is a change in assignment to a position at the same or different organizational level position that is required by the District but has not been requested by the employee. If a person is involuntarily transferred to a lower position, that person will be paid at the rate prior to the transfer, until the rate of pay at the lower position catches up or passes his/her present rate of pay. An involuntary transfer can be made at the option of the District.
 2. An involuntary transfer, except in unusual circumstances, will be made only after written notification prior to the last day of the contractual year preceding the contractual year in which the transfer is to be in effect. When an involuntary transfer is made, at the option of the Building Administrator if he/she requests, he/she will receive either written or oral reasons from the Superintendent or his/her designee.
- D. It is expressly understood and agreed that any matter involving transfers which is not procedural in nature shall not be subject to the grievance procedure.

SECTION THREE FINANCIAL EMERGENCY REDUCTION

The Association recognizes the exclusive rights of the District to reduce its personnel and/or operations and the exclusive rights to determine the areas in which such reductions will be made in the event of a Board declared Financial Emergency. Any administrative reduction/ reorganization will be made after consultation with the Building Administrators' Association. The District does agree, however, the following procedures shall prevail:

- A. **Establishing An Emergency:** When the Board of Education has declared a Financial Emergency, the following shall prevail:

The Superintendent, after consultation with the Association, shall recommend to the Board that a State of Emergency be declared. The Board decision to declare an emergency shall be for a specific school year. Continuation of an emergency shall be by renewed Board action. Any Building Administrator positions eliminated by financial emergency will be reinstated at least in proportion to other position reductions once the emergency has passed to the extent the financial support is reinstated.

- B. Every certified Building Administrator who has satisfactorily attained tenure as a teacher, under the Michigan Teacher's Tenure Act, shall be reassigned to the Port Huron Education Association bargaining unit unless he/she is eligible for re-assignment to another Building Administrator position as herein provided. Specific assignment shall be in accordance with the provisions of the Tenure Act.

- C. Seniority placement for administrators returning to a teaching position shall be as outlined in attached communication from William D. Kimball dated September 30, 2006 (Exhibit 1) and John McKenzie dated October 16, 2006 (Exhibit 2).
- D. All layoffs shall be by classification as defined by position title.
- E. "**Acting**" Building Administrator(s) shall be the first subject to layoff or reassignment providing, however, there is another Building Administrator certified and qualified to fill the position. In the event there are two (2) or more "**Acting**" Building Administrators in the employ of the Board at the time of a Reduction of Staff, seniority shall prevail.
- F. If building administrative reductions are still necessary, the Board, upon recommendation of the Superintendent, will designate the number of Building Administrators to be laid off by classification. The layoff of Building Administrators shall be subject to the following procedural factors in establishing order of subject layoff.
1. Last evaluation on file, prior to a reduction being declared, in the designated classification of reduction, which is designated as a conditional contract.
 2. The Building Administrator, in the designated classification of reduction, who has the least number of total building administrative years, at any level, in the District.
 3. Least senior Building Administrator in the designated classification of reduction.
 4. The Building Administrator, in the designated classification of reduction, who has the least number of years worked in the District.
 5. The Building Administrator with the lowest academic degree and graduate hours.
- G. Movement to another classification due to displacement can only occur if the administrator displaced has experience within that classification and has an effective evaluation within that classification.
- H. Any Building Administrator reduced from an administrative position through financial emergency may apply for and receive another building administrative position, other than the one from which he/she was reduced and for which he/she is qualified, has more total building administrative seniority, and which he/she has successfully held in the past, as defined by the evaluation instrument. If more than one Building Administrator has been reduced priority will be given according to the staff reduction sheet.

- I. Recall shall be by classification and in inverse order of layoff. A Building Administrator previously displaced due to reduction in staff shall be given consideration for another Building Administrator vacancy.
- J. The District shall provide sixty (60) days notice to each Building Administrator to be dismissed or laid off by reason of reduction of staff, except in those situations in which the Board of Education has declared an emergency situation exists.
- K. Temporary reductions in building administrative staff positions due to a financial emergency will not become a part of a building administrative reorganization unless the provisions of Section Four, Paragraph B below are followed.

**SECTION FOUR
ADMINISTRATION REORGANIZATION and REDUCTIONS**

- A. The District and the Association agree that under certain conditions it may become necessary to reorganize the building administrative structure of the District or reduce administrative positions. These conditions may include, but shall not be limited to, the following:
 - 1. Change of student population resulting from shifting of programs or declining enrollment
 - 2. Consolidation of Schools
- B. Any permanent reorganization of the building administrative structure shall occur only after consultation with the Building Administrators' Association and the District, which shall begin with an initial meeting. The initial meeting shall be held no later than April 1 of the school year preceding the proposed reorganization. The initial meeting shall be for the purpose of expressing the need to reorganize and explore the alternatives for implementation of the reorganization. A second meeting must occur within twenty-one (21) calendar days following the initial meeting. The purpose of the second meeting is to allow the Association to explain its position and make recommendations both on the need to reorganize and the means for implementation of the reorganization. No final reorganization will be implemented until thirty (30) calendar days following the initial meeting.
- C. Any Building Administrator reduced from an administrative position through reorganization may apply for and will receive another building administrative position, other than the one from which he/she was reduced and not being on a Conditional Contract at the time of reduction. This would be considered an involuntary transfer.
- D. Every certified Building Administrator who has satisfactorily attained tenure as a teacher, under the Michigan Teacher's Tenure Act, shall be reassigned to the Port

Huron Education Association bargaining unit unless he/she is eligible for re-assignment to another Building Administrator position as herein provided. Specific assignment shall be in accordance with the provisions of the Tenure Act.

- E. Seniority placement for administrators returning to a teaching position shall be as outlined in attached communication from William D. Kimball dated September 30, 2006 (Exhibit 1) and John McKenzie dated October 16, 2006 (Exhibit 2).
- F. The District shall provide sixty (60) days notice prior to the end of the fiscal year to each Building Administrator to be dismissed or laid off by reason of reorganization or reduction of staff, except in those situations in which the Board of Education has declared a financial emergency.

ARTICLE IX

STAFF SELECTION/ASSIGNMENT/EVALUATION

- A. The District agrees that each chief Building Administrator, or designee if available, shall have the opportunity to interview and make a recommendation to the District concerning all personnel, non-administrative, certified and non-certified, who are being considered for assignment to his/her building. Administrative staff selection shall be in accordance with Article VII of this Agreement. The Association shall provide the District, upon request, in writing, with the name of a single designee.
- B. Subject to review and final determination by the Superintendent or his/her designee, each chief Building Administrator shall have the right to make a determination regarding each staff member's assignment.
- C. Should the District assign personnel, certified or non-certified, to a building without or against the chief Building Administrator's recommendation, the Superintendent or his/her designee shall state, in writing, if requested, the reason or reasons for the assignment. This paragraph shall not be subject to the grievance procedure.
- D. The chief Building Administrator or his/her designee shall supervise and evaluate each staff member assigned to his/her building. The Building Administrators agree to comply with the statutory requirements of Public Act 205 of 2009, effective January 4, 2010. This includes enacted Section 1249 of the Revised School Code requiring an annual job performance evaluation for school teachers and administrators that uses multiple rating categories that take into account data on student growth as a significant factor. This also includes amended Section

1250 of the Revised School Code to requiring a compensation method for teachers and administrators that includes job performance and job accomplishments as a "significant factor" in determining compensation. It is recognized, however, that there are certain employee classifications which require additional supervision outside the normal expertise of the Building Administrator. Those classifications are to be supervised and evaluated as follows:

1. Custodians:

Immediate supervisor is the Building Administrator. The appropriate operational director may be a second evaluator, if the District so desires, or if the Building Administrator requests it.

The Director for Facilities, or his/her designee, shall have the authority to shift custodial staff temporarily at any time to meet District needs and shall be the immediate supervisor in the absence of a Building Administrator.

2. Itinerants:

Immediate supervisor is Building Administrator. The appropriate instructional supervisor/director may be a second evaluator.

3. Food Service Personnel:

Immediate supervisor is the Building Administrator. The appropriate operational director may be a second evaluator, if the District so desires, or if the Building Administrator requests it.

The Food Service Director, or his/her designee, shall have the authority to shift food service staff temporarily at any time to meet District needs and shall be the immediate supervisor in the absence of a Building Administrator.

4. Media Aides:

Immediate supervisor is the Building Administrator. The appropriate operational director may be a second evaluator, if the District so desires, or if the Building Administrator requires it.

5. Maintenance Personnel, Mail, and Warehouse Drivers:

The immediate supervisor for the above named classifications will be the appropriate Director or his/her designee. Building Administrators will be given the opportunity to provide input to be included in the evaluation.

6. Service Personnel:

The immediate supervisor is the Building Administrator when the Service Personnel is assigned to his/her building. The appropriate Director may be a second evaluator, if the District so desires, or if the Building Administrator requests it.

7. Long-term and Building Subs:

The immediate supervisor is the Building Administrator in which building the Reserve Teacher or Permanent Sub is assigned.

ARTICLE X

ADMINISTRATIVE STATUS/DISCIPLINE AND DISCHARGE/REVIEW PROCESS

BUILDING ADMINISTRATIVE STATUS

A. Continuing Status:

A Building Administrator is deemed to be on continuing status unless that status is changed as set forth below. Continuing status shall mean the administrator is remaining in his or her current position and at their current rate of pay. Each Building Administrator's contract shall be deemed to have been renewed for an additional year unless the administrator is given notice of non-renewal in accordance with the Michigan School Code:

#1229, Non-superintendent administrators "who do not assume tenure in that position", may be employed under contract not to exceed 3-year term. Minimum 60-day notice (prior to contract expiration date) required for non-renewal of contract.

Non-renewal may only be for non-arbitrary or non-capricious reason(s). 30 days advance notice of consideration of non-renewal, written statement of reason(s) and opportunity to meet with Board of Education required for non-renewal of non-superintendent administrator's contract.

No Building Administrator shall acquire tenure in any administrative position and such tenure in position is specifically excluded and waived. Further, each Building Administrator shall sign an individual employment contract, subject to the terms of this agreement, which contracts shall exclude tenure in any administrative position. The recommendation of the administration and/or the decision of the Board of Education to not renew a Building Administrator's contract shall not be subject to the grievance procedure except for alleged errors which are strictly procedural in nature.

B. Conditional Status:

1. A Building Administrator may be placed on a Conditional Contract for a one year period when the District determines that the Building Administrator is performing at a less than acceptable level in the manner in which the administrator is performing their duties. The decision to place a Building Administrator on a conditional contract may be based upon the most recent evaluation of the Building Administrator or on other performance related actions of the Building Administrator as determined by his/her supervisor and approved by the Superintendent. Notice of conditional status shall be done within the time lines for non-renewal

under the School Code and shall reduce the Building Administrator's contract to a one year contract. The decision to place a Building Administrator on a conditional contract shall be within the sole discretion of the Superintendent and shall not be subject to the grievance procedure except for alleged errors which are strictly procedural in nature.

2. The Superintendent, in his discretion, may place a Building Administrator on a second one year conditional contract, the notice of which shall be given in accordance with the non-renewal provisions of the School Code.

C. Discipline or Discharge

Discipline

All Building Administrators have the right to pursue disciplinary actions other than discharge through the Grievance Procedure as outlined in Article XI.

Discharge

The decision to recommend discharge of a Building Administrator shall be for just cause as it relates to the balance of his/her contract. Thus, if a Building Administrator is discharged from his/her position, he/she shall be entitled to a full hearing before the Superintendent which shall be an appeal of the decision of the immediate supervisor for the Building Administrator. If the Building Administrator disagrees with the decision of the Superintendent, he/she shall have the right to proceed to arbitration to determine if the decision was arbitrary or capricious. The sole remedy the arbitrator may award if he/she determines the decision was arbitrary or capricious is the amount of pay the Building Administrator would have earned as a Building Administrator for the balance of his/her contract less the amount of pay the Building Administrator would have earned if he/she exercised his/her tenure rights and assumed a position as a teacher. Any award by an arbitrator which grants relief greater than that set forth in this paragraph shall be void and unenforceable as being beyond the scope of the arbitrator's authority. If the arbitrator rules in favor of the employee and at the conclusion of their contract they are not renewed for whatever reason, then the non-renewal section of Continuing Status-Section I. A., goes into effect.

Michigan School Code #1229, Non-superintendent administrators "who do not assume tenure in that position", may be employed under contract not to exceed a 3year term. Minimum sixty (60) day notice (**prior to contract expiration date**) required for non-renewal of contract.

Non-renewal may only be for non-arbitrary or non-capricious reason(s).

Thirty (30) days advance notice of consideration of non-renewal, written statement of reason(s) and opportunity to meet with Board of Education required for non-renewal of non-superintendent administrator's contract.

D. Status As Building Administrator/Teacher:

A Building Administrator falling within the statutory definition of teacher appearing in the Michigan Teacher's Tenure Act continues to be subject to the provisions of that statute without change and the individual Contracts with such Building Administrators are to be made subject to the provisions of that statute.

Therefore, any such individual Contract shall provide for Continuing Tenure as an active classroom teacher only and excludes tenure in the capacity of a Building Administrator.

1. The parties recognize that situations may arise in which facts concerning possible removal of the Building Administrator from his/her Administrative position also raise questions concerning the continued employment of the Building Administrator by the district in a teaching capacity. Where such Building Administrator has Continuing Tenure as an active classroom teacher, the general procedures of this Article X for removal from his/her Building Administrative position shall not apply and the special procedure for such situations are set forth under this Section.
2. In accordance with the foregoing cases involving discharge of a Building Administrator which involves the Continuing Tenure of such Building Administrator's rights as an active classroom teacher as well as his/her rights to his/her Building Administrative position shall be initiated by the filing of charges pursuant to the Michigan Teachers' Tenure Act. Upon the filing of such charges, the Board of Education shall thereupon reach a decision to proceed or not to proceed upon such charges. If the Board decides to proceed thereon, all proceedings shall be in accordance with that statute. If the Board shall decide not to proceed upon such charges as a Tenure type proceeding, the Board may either discontinue any further proceedings or refer such matter back to the Administration for handling pursuant to the process set forth in this Article for discipline or discharge of a Building Administrator.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. It is expressly recognized by both parties that individual Building Administrators perform their duties and responsibilities as described and set forth within this Agreement as a representative of Management.

- B. The District and the individual Building Administrators will make every effort to apply the provisions of this Agreement in keeping with this recognition.
- C. It is the declared objective of both parties to encourage the prompt and informal resolution of differences arising from the application of this Agreement. In instances where such differences cannot be resolved informally, the grievance procedure as set forth herein shall be followed.

SECTION ONE DEFINITION

- A. A grievance shall mean a complaint by a Building Administrator, group of Building Administrators, or the Association in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- B. The term "days" as used herein shall mean days as defined in Article II., Item 6.
- C. The grievance procedure shall not be deemed to apply to any proceeding pursuant to the Michigan Teacher's Tenure Act.

SECTION TWO GRIEVANCE SUBMISSION

- A. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall give a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the Section or Subsections of this Agreement alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- B. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not exceed the time limitations hereinafter set forth.
- C. The following are not subject to review through the grievance procedure except for procedural errors:
 - 1. Article VII, Section One, Paragraph E.
 - 2. Article VII, Section Two, Paragraph D.
 - 3. Article VIII, Section Two
 - 4. Article IX, C.
 - 5. Article X, Section One, B.1., B.2., C.3.

SECTION THREE PROCEDURE

A. REPRESENTATION:

A Building Administrator shall have the right to have an Association Representative present at all levels of the grievance procedure.

B. LEVELS:

1. Level One -

A Building Administrator with a grievance shall within ten (10) days of its alleged occurrence orally discuss and attempt to reach an informal settlement with his/her immediate supervisor. If no resolution is obtained within three (3) days of the discussion, the Building Administrator shall reduce the grievance to writing in accordance with the procedure outlined in Section Two above (Grievance Submission) and proceed within five (5) days of said discussion to file such written grievance with his immediate supervisor.

2. Level Two -

Within five (5) days of receipt of the written grievance, the immediate supervisor shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the Building Administrator and the Association within five (5) days following such conference.

3. Level Three -

If the aggrieved Building Administrator desires to pursue his/her complaint further, he/she must appeal, in writing, to the Superintendent, or his/her designee, within five (5) days after receiving a copy of the decision rendered under Level Two of this procedure. The Superintendent, or his/her designee, shall schedule a conference to attempt to resolve the complaint within five (5) days after the appeal is received. A written decision on the matter shall be given to the Building Administrator and the Association within five (5) days following the conference.

4. Level Four -

If the grievant and/or the Association file a written notice within ten (10) school days that the Superintendent's determination at Level Three is not acceptable, and if such grievance is arbitrable as herein provided, the

Association may then submit such grievance to grievance arbitration.

Arbitration Proceedings:

a. Demand for Arbitration -

- 1) The Association may appeal arbitrable grievances to grievance Arbitration under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) school days following the receipt of the District's determination at Level Four.
- 2) Such demand for Arbitration shall be made by written submission defining the issues to be arbitrated. The District shall then have ten (10) school days within which to reply to such submission by filing same with the American Arbitration Association.

b. Powers of the Arbitrator -

- 1) The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of the specific Article(s) and Section(s) of this Agreement:
 - a) The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b) The Arbitrator shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change, any staffing requirements set forth in this Agreement.
 - c) The Arbitrator shall have no power to rule on any of the following:
 - i. Any claim or complaint filed under the procedures specified in the Michigan Teacher's Tenure Act, 1937, PA 4, as amended.
 - ii. Article VII, Section One, Paragraph E.
 - iii. Article VII, Section Two, Paragraph D.
 - iv. Article IX, Paragraph C
 - v. Article X, Paragraph A

vi. Article X, Paragraph B

- d) The Arbitrator's powers shall be limited to deciding whether the District has violated the specific Article(s) or Section(s) of this Agreement. It is agreed (except as to the provisions set forth in this Agreement) that he/she shall have no power to change any practice, policy or rule of the District through substituting his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District.
- e) The Arbitrator shall have power to make monetary awards, but not to award monetary damages.
- f) In rendering decisions the Arbitrator shall give full recognition to the responsibilities of the Board as indicated in Article IV., Paragraph A., which establishes the District's rights, powers, and authority as that exercised or had by it prior to the date of this Agreement, except as specifically limited by express provisions of this Agreement. His/her decision shall be consistent with the rights reserved to the District by this provision.
- g) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the Arbitrator shall first rule on the question of arbitrability or procedure. Should he/she determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.
- h) Although the Arbitrator may cite case law in making his/her award, he/she shall have no power to interpret State and/or Federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- i) The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.
- j) There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth herein, and it shall be final and binding on the Association, the Building Administrator or Building Administrators involved and the District.

c. Applicability and Duration -

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

d. Fees and Expenses -

- 1) The Arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
- 2) All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
- 3) Paid leave time shall be provided any Building Administrator of the District who is called to testify at an arbitration hearing with no deductions from leave bank.

5. Grievances concerning the following shall not proceed past Level Three of the grievance procedure:

- a. Individual grievances not appealed by the Association.
- b. Grievances initiated by a Building Administrator or a group of Building Administrators may not be taken to arbitration without his/her (their) written consent.
- c. Any matter involving Building Administrator evaluation which is not procedural in nature.

6. Retroactivity:

- a. No grievance or claim initiated by either an Association member or the Association prior to the ratification of this Agreement shall proceed beyond Level Three of this grievance procedure.
- b. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one (1) year prior to date of discovery of the fiscal year in which the claim was discovered,

whichever is earlier.

- c. No decision in any one case shall require a retroactive adjustment in any other case.
- d. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustment.

ARTICLE XII

LEAVES OF ABSENCE

SECTION ONE

A. Personal Hardship Leave-of-Absence:

1. A personal hardship leave-of-absence without pay may be granted for up to one (1) year to any Building Administrator who has been in the continuous employ of the Port Huron Area School District and has been rated effective as an Administrator for two (2) consecutive years and would have been offered a renewal of the continuing status Contract for the year in which the leave would be in effect. Detailed information shall be supplied in writing to the Superintendent, or his/her designee, within the thirty (30) days prior to the requested starting date. The District agrees to waive the time limits of the Notice requirement in those situations where it can be demonstrated that an emergency situation exists. Neither payment of benefits nor salary will be allowed.
2. If a Building Administrator returning from a personal hardship leave gives the District written notification of his/her intent to return at the start of the following school year, he/she will be given his/her original assignment. The written notification must be received by the Human Resources Department by April 1, of the year in which the leave was granted.
3. A Building Administrator returning from a personal hardship leave that has failed to give written notification by April 1 will be given an assignment, if available, comparable to that held before going on leave.
4. Exception to "2" and "3" above would be a staff reduction. If a reduction were to occur, the administrator returning from a leave would be placed according to "2" and "3" above, unless he/she was displaced or laid-off according to the provisions in Article VIII.

B. The parties recognize the obligations of the District in complying with, and

administering the Uniformed Service Employment and Reemployment Rights Act or any other applicable law relating to military service.

- C. Reasonable time may be granted by the District to individual Building Administrators who have received invitation to serve in leadership capacities at professional conferences and/or professional meetings. Neither salary deductions nor leave time deductions will be made and no expenses will be paid by the District in such instances. Conference attendance requests must be submitted within one (1) week of the desired date of absence following the District's T2 procedure.
- D. It is recognized that there are occasions when Building Administrators have personal obligations which must be taken care of during normal business hours. Building Administrators should feel free to request an occasional half (1/2) day, or days, (up to two) for such matters as necessary. Requests for such absences shall be entered into WillSub or other program designated by the District for consideration by the Assistant Superintendent. No leave bank deductions will be made. (Under unusual circumstances the two (2) day limit may be extended.)
- E. Leave-of-Absence for Advanced Study, Educational Travel, District Approved Plan for Enhanced Administrators' Effectiveness:
 - 1. A leave-of-absence for advanced study, educational travel, or any District approved plan that would enhance the Building Administrator's effectiveness may be granted for one (1) year to a Building Administrator who has been in continuous employment as an Administrator for two (2) years and has been rated satisfactory and would have been offered a renewal of the continuing status Contract for the year in which the leave would be in effect. No payment of salary or benefits will be allowed. The Building Administrator must submit his/her request in writing to the Personnel Office no later than March 1 of the school year preceding the year in which the leave would be taken.
 - 2. If a Building Administrator returning from a leave of absence taken under E, 1., above, gives the District written notification of his/her intent to return at the start of the following school year, he/she will be given his/her original assignment. The written notification must be received by the Human Resources Department by April 1 of the year in which the leave was granted.
 - 3. A Building Administrator returning from a leave taken under E, 1. above, who has failed to give written notification by April 1, or who has been granted an extension of his/her leave will be given an assignment, if available, comparable to that held before going on leave.
 - 4. Exceptions to E, 2. and E, 3. above, would be a staff reduction. If a

reduction were to occur, the administrator returning from a leave would be placed according to E, 2. and E, 3. above, unless he/she was displaced or laid off according to the provisions in Article VIII.

F. Sabbatical Leave for Advanced Study:

1. A sabbatical leave for advanced study may be provided for up to two (2) Building Administrators each school year. The duration of the leave will be for one (1) school year. In order to qualify, a Building Administrator must have had two (2) satisfactory years of consecutive employment with the District immediately preceding the year of the leave, and would have been offered a renewal of his/her continuing status Contract for the year in which the leave would be in effect. No payment of salary or benefits will be allowed.

In order to be considered for such a leave, the following provisions must be followed:

- a. The request must be in writing, and addressed to the Director for Human Resources.
 - b. The request must be submitted no later than March 1 of the school year preceding the school year in which the leave would take place.
 - c. The request must be accompanied by:
 - 1) A Plan of Study
 - 2) Evidence of Acceptance at an Accredited College or University
2. The District will retain the right of selection.
 3. Return from Sabbatical Leave-of-Absence:
 - a. If a Building Administrator on sabbatical leave gives written notification to the District of his/her intent to return at the beginning of the next school year, he/she will be given his/her original assignment. The written notification must be received by the Human Resources Department by April 1 of the year in which the leave was granted.
 - b. Any Building Administrator returning from a sabbatical leave that has failed to give written notification by April 1 will be give an assignment, if available, comparable to that held before going on the sabbatical leave.

- c. Exceptions to "a" and "b" above would be a staff reduction. If a reduction were to occur, the administrator returning from a leave would be placed according to "a" and "b" above, unless they were displaced or laid off according to the provisions in Article VIII.

G. All military leaves-of-absence and reinstatements from such leaves shall be processed in accordance with the provisions of Federal law. The District shall not pay salary or benefits during the period of the leave.

H. Maternity Leave Requests:

1. A request for a maternity leave must be filed with the Director for Human Resources by the end of the fourth (4th) month of pregnancy. A doctor's statement, verifying the pregnancy and indicating the estimated date of delivery, must accompany the request. A tentative date for relief from duty should be agreed to by the Building Administrator, the doctor, and the District. It is also recognized that health factors could change, causing a revision of the relief date. A doctor's statement may be requested to support the change in health.
2. A Building Administrator who chooses to return during a period of sixty (60) days following the birth of the child may be assured of protection of their original position. If the Building Administrator wished to remain on leave for the remainder of the year, upon return will be placed in a comparable position for which the administrator is certified and qualified if such a position is available. The Building Administrator must indicate in writing the date of intended return to the District, and the request must be supported by a physician's statement indicating the Building Administrator is physically capable of returning to assigned duties.
3. A Building Administrator may request a renewal of the leave for a school year. Upon returning from such a renewed leave, placement in a Building Administrative position is contingent upon the availability of a Building Administrative position for which the Building Administrator is certified and qualified.
4. The District shall not pay salary or benefits during such leave or an extension or renewal of leave, except a Building Administrator unable to return to work because of a medical disability resulting from childbirth, or the complications thereof, shall be entitled to a Personal Illness leave to the extent permitted by this Agreement. The District may request medical verification of the disability.
 - a. Prior to the birth of a child, if an administrator is off for illness, the District will pay salary and benefits under terms of the sick leave

provisions of this Agreement. (Article XII, Paragraph K.)

- b. Starting with the birth of a child for the length of time the doctor states there is a disability, the District will pay salary and benefits as long as there is sick leave available under terms of the Agreement. (Article XII, Paragraph K.)
- I. Any building administrator called for jury duty will cooperate fully with the District in requesting excuse or deferment until after the end of the contractual year. If excuse or deferment is denied and the building Administrator is required to serve during the school year, the building administrator shall not suffer any deductions and will give to the District's Accounting Office pay received for jury duty. Such jury leave shall not be deducted from either sick leave or personal business leave. All other benefits covered by this Agreement shall continue in force during this period.
- J. For any building administrator who has been publicly elected or appointed to hold a publicly elected position, no more than six (6) days per school year will be allowed for this service. If compensation is paid for such Board service, the amount of such daily compensation shall be deducted from the building administrator's pay, but in that event leave time shall be deducted in proportion to the daily amount paid by the District. Prior to seeking a public office or accepting appointment, the building administrator must assure the District that this position will not infringe upon that building administrator's responsibilities as building administrator. A building administrator being placed on conditional status may not apply for these leave days during the year of that status.
- K. Accumulation of Leave Time / Usage of Leave Time:
 1. All building administrators shall earn leave time at 12 days per school year to be credited at the beginning of the school year.
 2. For employees who become BAA members after December 17, 1990, with accumulation of up to 235 duty days; sick leave accumulation will be carried into the administrative assignment.
 3. Deductions will be made in one-half (1/2) day amounts for one-half or portion thereof, when a building administrator is absent. If a building administrator becomes ill or disabled for an extended period of time during the year, leave days will be deducted for each day absent. If the illness or disability carries over into the next school year, the building administrator may continue to use the remaining portion of the preceding year's leave days. No new leave days will be available until the building administrator has been on duty for twenty (20) days, uninterrupted by more than three (3) days of totally unrelated absences. At the conclusion of that period, the building administrator will receive leave days equal to the number of

duty days left in his/her work year. Leave days may be used for the reasons and within the parameters listed below:

a. Illness -

- 1) Building administrator's leave bank.
- 2) Serious illness in the Building Administrator's immediate family, up to twelve (12) days (serious illness as defined as: associated with acute illness with questionable prognosis; vital signs may be unstable and/or not normal limits; patient has chance of improved prognosis).

b. Death -

- 1) Immediate family, as defined below, up to five (5) days.
- 2) Non-immediate family - up to three (3) days.
- 3) Close personal friend - one (1) day.

c. Routine Medical Attention -

Where necessary, dental or medical attention including examination, that cannot be scheduled outside of school time.

d. Illness in the immediate family* - one (1) day per occurrence.
Limited to making arrangements for caring for the ill member of the family.

*The immediate family is defined as mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law.

All requests for leave should be entered into WillSub or other program designated by the District three (3) days prior to the date of leave. This time line will be waived in an emergency.

4. Illness or disability as the result of causes totally unrelated to the original illness or disability shall not require the qualifying period as described in K.1., paragraph 2. The District reserves the right to determine the relationship, if any, of the original illness or disability to the new illness or disability.
5. Prior to a Building Administrator returning from sick leave, the District may require a doctor's statement indicating the ability of the Building Administrator to assume assigned tasks. The District may request that the Building Administrator receive a medical or mental examination which

shall be at District expense and by a medical doctor selected by the District. If there is disagreement between the Building Administrator's own doctor's statement and the District doctor's statement the Association and the District agree that the Building Administrator shall use the services of either Ford Hospital, Detroit, Michigan, or the University of Michigan Hospital, Ann Arbor, Michigan, for an independent examination at District expense which shall be accepted by both the Building Administrator and the District.

6. Building Administrators being assigned to a teacher Association position shall be given credit for accumulated sick leave based on that which was formerly earned as a teacher in the District. Further, the Building Administrator shall be given credit for time served as an Administrator at the rate of 12 days per contractual year he/she was employed by the District as an Administrator. Total sick leave accumulation for which the Building Administrator is given credit shall not exceed that maximum established by the teacher agreement then in full force and effect. It is further agreed that the District shall deduct those sick days used by the Building Administrator during the period of his/her service with the District from the accumulation allowance herein above described. The District shall provide each Building Administrator with a status report concerning the leave herein described in this paragraph. Such a report will be provided by September 15 of each school year.
7. A District-funded sick leave bank, with an annual contribution of 350 days, has been established for staff hired after December 17, 1990. Any unused days in the leave bank District wide may carry over to the following year capped at 1000 days.
 - a. A committee composed of the Executive Director of Employee and Student Services, the Executive Director of Business Services, the Executive Director of Operations and Innovation and two members of the Building Administrators' Association will decide upon each request to use days from the leave bank.
 - b. In order to qualify for the leave bank, the following must be provided:
 - 1) A written request for leave bank time and a doctor's note validating the medical situation,
 - 2) All personal leave time and vacation time must have been exhausted prior to the request for bank leave time, and
 - 3) The employee must qualify under the Family Medical Leave Act provisions.

- c. A periodic review of the medical status is available to the committee.
- L. When extenuating circumstances exist an administrator may request exceptions to the above listed limits. Such a request must be submitted to the Superintendent in writing with explanation as to the extenuating circumstances and amount of time requested. Such an extension is granted at the discretion of the Superintendent and is not subject to the grievance procedure.

SECTION TWO
RETURN FROM LEAVE OF ABSENCE

- A. A Building Administrator returning from any of the below listed leaves will be placed according to the language in Article XII, Section One, A, E, F, G, and H:

- Personal Hardship Leave
- Education or Educational Travel Leave
- Sabbatical Leave
- Military Leave
- Maternity Leave

- B. The Building Administrator must inform the District by April 1 of the year in which the leave is taken, of his/her plans for the coming school year. The District may waive the April 1 deadline due to extenuating circumstances. Such information must include a statement as to whether he/she wishes to return to duty, requests a one-year renewal (if the leave provides such an opportunity), or that he/she is submitting his/her resignation.
- C. Return from a leave-of-absence for extended illness must include a doctor's statement indicating the Building Administrator is capable of fulfilling assigned duties.
- D. Return from a renewal of these leaves will be given priority over any new hire, if a Building Administrator position is available for which the Building Administrator is certified and qualified. All returns from all other leaves shall be in accordance with the provisions of that particular leave.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. The Executive Director of Employee and Student Services shall maintain a personnel file for each Building Administrator. Any written evaluation, reprimand or disciplinary action shall be filed, provided, however, that commencing on the effective date of this Agreement, each Building Administrator be given the opportunity to read, attach a statement, and sign all such material that shall subsequently be filed. Credentials from universities, recommendations, personal references, and items of officially recognized confidentiality are specifically exempted from review by the Building Administrator and shall be removed from the file at the time of examination of the file by the Building Administrator. A Building Administrator's immediate supervisor, Building Administrators in a line position above a Building Administrator, members of the Superintendent's Cabinet, and the District's legal counsel shall have access to a Building Administrator's file. The Building Administrator may authorize, in writing, other parties to examine his/her file, excluding the material restricted above.
- B. Physical / Mental Examinations:
1. The District shall reimburse each Building Administrator an amount not to exceed \$50 toward a physical examination once every two (2) years. Should the cost of such physical be less than \$50 or the deductible provision of the District's medical plan requires a payment of less than \$50 by the individual, then the District shall pay that lesser amount.
 2. The District reserves the right to require a physical or mental examination by a medical doctor for any Building Administrator. Such examination shall be at District expense and by a medical doctor of the District's selection. The Building Administrator shall have the right to submit a physical or medical examination by a medical doctor obtained at his/her own expense. If the recommendation which results from the District examination is different than that of the examination obtained by the Building Administrator, the District may require a third additional independent examination. This examination will be conducted at the Ford Hospital, Detroit, Michigan, or at the University of Michigan Hospital, Ann Arbor, Michigan, and will be at District expense.
- C. Building Administrators shall have the option of being paid at a rate obtained by dividing their annual pay by the number of pay dates in that year. Those choosing this plan will receive their checks on a continuing basis through the summer. Building Administrators will be expected to indicate, in writing, on Pay Option Election Form, which plan they desire. Their selection is to remain in effect for the entire contract year. Building Administrators wishing to change their selection for the next school year must complete Pay Option Election Form at

least thirty (30) days prior to the first duty day of the new school year. Those Building Administrators not choosing the above stated option will be paid on a bi-monthly rate for the length of their work year or such other pay date schedule established by the District.

D. Duty Days / Weather, Emergency And Disaster Situations:

1. Building Administrators will be on duty during weather, emergency, or disaster situations which have caused the cancellation of classes, unless they notify their immediate supervisor that conditions are such that they are not able to either arrive on duty or continue to be on duty for that particular day, or the District Administration building is closed. The decision to count, or not to count, the day as a duty day will be based on the District's need to make up the day to comply with the State's requirement on making up days. If the day is considered a non-duty day, it will not be counted as part of the required number of duty days specified in Article XVI.
2. The Building Administrator will be covered by all insurance policies in effect with the District, and will be provided towing services, if he/she becomes stuck after leaving his/her home and until returning to his/her home from duty.

E. The work year for the Secretary I in each elementary building will coincide with that of the Elementary Principal. The Principal and/or Director will ask the secretary individually to report to work early.

F. The High School Assistant Principal responsible for athletics will receive an additional stipend of \$5,148 for the 1995-96 school year. For ensuing years the stipend will be increased by the same percentage rate as applied to the base.

G. Building Administrators may participate in professional development, with dues paid by the District in an amount up to \$900 for the each school year.

ARTICLE XIV

INSURANCE

A. The District agrees to provide the following insurance protection.

1. Upon receipt of a signed application by the District's Human Resources Department, the District agrees to provide each employee with health care protection subject to those conditions as set forth through paragraphs a - i of this Article.

- a. Health care protection shall be offered through a carrier to be selected by the District. The employee shall be permitted to select health care protection through the carrier the District selects. The District may, at its option, provide more than one choice of carrier;
- b. If more than one plan is offered, members in this group, at their option, may select a plan which offers less coverage in order to relieve their co-pay burden.
- c. A prescription drug plan will be offered.
- d. The District agrees to pay no more of the annual costs as allowed by P.A. 152 of 2011, with a maximum in the base year (starting January 1, 2015) of \$5920.13 single, \$13024.38 two (2) person, and \$14208.30 full family, of the annual cost of a medical benefit plan, including premiums and payments into health savings accounts. The maximum the district will pay will be adjusted based on the change in the medical care component of the United States consumer price index for the most recent 12 -month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.
- e. The District will continue to make contributions to health savings accounts in the amount that keeps the gap between the plan deductibles and the District contributions at \$200/400, unless other options are offered by the District and chosen by the employee.
- f. The District agrees to pay premiums necessary to provide dental coverage to Building Administrators as follows:
 - 1) Class I Benefits: (Plan pays 80%) which includes basic dental services, examination, radiographs, patient consultations, preventive treatment, fillings, crowns, jackets, oral surgery (primarily extractions, endodontic and periodontic services).
 - 2) Class II Benefits: (Plan pays 50%) which includes prosthodontics services - bridges, partial and complete dentures.
- g. The District agrees to pay the monthly premiums to provide NVA Vision insurance, or a comparable Vision Plan.
- h. Every employee in the Association is eligible for the above mentioned protection provided that the employee is not covered by other group medical coverage through employer of spouse. The

purpose of this is to provide maximum benefit for the membership and to avoid unnecessary duplication of coverage.

- i. For all health coverage, the District agrees that if this coverage is changed with any other professional employee group within the School District that those provisions will herein apply at the time they go in effect with the District.
2. Life Insurance - The District shall provide each employee with Group Life Insurance, equal to two and one-half (2.5) times their yearly salary, plus an equal amount in accidental death and disability benefits. Coverage will terminate upon resignation or termination of employment with the District.
3. The District agrees to pay the premium cost for Group Travel - Accident for Building Administrators. This policy will pay to a maximum of \$100,000 for accidental death and dismemberment. The aggregate limitation is \$300,000. This policy is in effect at the time that the Administrator is on duty with the District.
4. The District agrees to pay the necessary premium cost to provide liability coverage of \$3,000,000 for each Building Administrator.
5. The District agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Plan document held by the policyholder.
6. The sole authority for the selection of the insurance carrier rests with the employer, subject to those limitations as hereinafter described.
7. The District shall pay the actual premium cost to provide long-term disability coverage for each Building Administrator as follows:
 - a. For any disability as defined by the insurance carrier which exists for a period exceeding 185 calendar days.
 - b. To insure fifty percent (50%) of income plus any offsets up to a maximum of seventy percent (70%) of income.
 - c. To age sixty-five (65).
8. The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.

ARTICLE XV

BUILDING ADMINISTRATIVE COMPENSATION PLAN

Building Administrators will be paid as follows:

Work Year

High School Principals	216 days
High School Assistant Principals	206 days
Middle School Principals	206 days
Middle School Assistant Principals	196 days
Dean of Students	193 days
Elementary Principals	201 days
Administrator of Alternative Programs	216 days
Administrator of Early Childhood Programming	206 days
Administrator of Virtual Programming	193 days

Work year length to remain consistent with total required days, but is to be aligned with student days.

The pro-ration of days before and after the student calendar will be determined by the Superintendent or designee.

Salary Schedule

- A. 2021-2022: 3% on schedule (as shown in table below) and 2% off schedule (paid in the 2nd pay of December).
- B. 2022-2023: Compensation percentage increase will match that of the PHEA MA Step 12, including both on and off schedule (if any).

2021-2022

Position	Degree	Step 1	Step 2	Step 3
HS Principal	MA	\$ 101,542	\$ 105,773	\$ 110,180
	Ed SP	\$ 106,112	\$ 110,532	\$ 115,138
MS Principal	MA	\$ 94,828	\$ 98,779	\$ 102,895
	Ed SP	\$ 99,088	\$ 103,217	\$ 107,518
Elementary Principal	MA	\$ 89,548	\$ 93,280	\$ 97,166
	Ed SP	\$ 93,566	\$ 97,464	\$ 101,525
HS Assistant Principal	MA	\$ 90,266	\$ 94,027	\$ 97,945
	Ed SP	\$ 94,327	\$ 98,258	\$ 102,351
MS Assistant Principal	MA	\$ 83,278	\$ 86,749	\$ 90,362
	Ed SP	\$ 87,025	\$ 90,651	\$ 94,428
Dean of Students	MA	\$ 78,962	\$ 82,252	\$ 85,680
	Ed SP	\$ 83,517	\$ 86,997	\$ 90,622
Administrator of Alternative Programming	MA	\$ 90,266	\$ 94,027	\$ 97,945
	Ed SP	\$ 94,327	\$ 98,258	\$ 102,351
Administrator of Early Childhood Programming	MA	\$ 84,281	\$ 87,793	\$ 91,451
	Ed SP	\$ 89,142	\$ 92,858	\$ 96,725
Administrator of Virtual Programming	MA	\$ 78,962	\$ 82,252	\$ 85,680
	Ed SP	\$ 83,517	\$ 86,997	\$ 90,622

* Doctorate = add 3% to Ed SP scale

* MA30 is equivalent to Ed SP

* Administrators changing positions will remain on the same step level as previous position

Additional Information

1. Individuals who are on conditional contracts will be paid their previous year's salary.
2. The salary for any Building Administrator who does not meet the educational requirements for the position will be reduced by \$2,000. When evidence is presented that the educational requirements have been met, the individual will be placed on the schedule immediately.
3. A buyout will be made available to administrators in any year it is made available to teachers during the life of this agreement. The condition for said buyout will be the same for administrators as for teachers

4. Any formula that adjusts employee compensation based on the financial condition of the district that is included in a Port Huron Education Association collective bargaining agreement will apply to the Building Administrators Association.

ARTICLE XVI

STAFFING STANDARDS

- A. The following Elementary Building Principal staffing procedure will be followed:

One (1) full-time Principal for any Elementary Building with 250 students or more based on Fall count and based on total student enrollment.

For buildings with less than 250 students the District shall have the authority to establish the Building Administrative pattern for such building. Prior to the establishment of a Building Administrative pattern, the Superintendent of Schools shall meet with the Association and the Building Principal(s) involved to study all aspects and ramifications of each alternate plan that is being reviewed and then shall take his/her recommendation to the Board of Education for approval.

An Assistant Principal may be placed in an elementary building based on enrollments and approval from the Superintendent or his/her designee. In case of financial difficulties or lower enrollments, the District has the right to eliminate or reduce positions accordingly. The current elementary staffing pattern will be maintained as long as enrollment and financial conditions permit. Any changes will be based upon a discussion between the Principal and the Assistant Superintendent.

- B. The following Middle School Assistant Principal staffing procedure will be followed:

1. One (1) full-time Assistant Principal for any middle school building with a student population fewer than 900 based on Fall count and also based on total student enrollment.
2. One (1) Dean of Students for any middle school building with a student population over 900.

- C. The following high school administrative staffing procedure will be followed:

1. If a vacancy occurs in one of the high schools, for positions other than Building Principal, it will be covered by one of the following methods*:

- a. Covered within the current high school administrative staff by reassigning duties.
- b. Appointment of an Acting Building Administrator for the remainder of that school year or a lesser period of time.
- c. Bidding the vacancy and selecting a new administrator.

*The decision as to which of the above methods will be used must be mutually agreed upon by the District and the Building Principal. If the choice is to cover the vacancy by adjusting the present administrative staff within that building, the compensation for the individual, based on the adjustments in duties, must be mutually agreed upon by the individuals, the Building Principal and the District.

- 2. The number of Assistant Principals allocated to each building will be determined by the following scale:

<u>Fall Count Day HEAD COUNT</u>	<u>ASSISTANT PRINCIPAL</u>
1200-2000	3
900-1199	2

- 3. Allocations may be increased at the sole discretion of the Superintendent based on the needs of the building.
 - D. Reduction of administrative staff due to enrollment decline will follow procedures set forth in Article VIII, Section 3.

ARTICLE XVII

DURATION

- A. This Agreement shall be effective as of July 1, 2021 and shall continue in effect until midnight, June 30, 2023. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. It is further agreed that at any time after March 1, 2023, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination.
- C. In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON AREA SCHOOL DISTRICT
BUILDING ADMINISTRATORS ASSOCIATION

Board President

President of the Association

DATE _____

DATE _____

“DISTRICT”

“ASSOCIATION”

BY _____
Chief Negotiator

BY _____
Chief Negotiator

AND _____
Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

September 30, 2006

Domingo A. Ruiz, President
Port Huron Building Administrators' Association c/o Michigamme Elementary School
2855 Michigan Road
Port Huron, MI 48060

Dear Rico:

This letter is a follow up to the conversation I had with Craig Dahlke regarding the precedent of seniority for administrators returning to a teaching position.

The Port Huron Area School District would count the number of years of teaching, but not the number of years in administration. For example, if a person had taught for ten years and then was an administrator for five years, they would be placed on the seniority list as a teacher with ten years of experience.

Please feel free to call on me if I can be of further assistance.

Sincere regards,

William D. Kimball

EXHIBIT 2

2204 Concord Place
Port Huron, MI 48060
October 16, 2006

Mr. Domingo A. Ruiz, Principal
Michigamme Elementary School
2855 Michigan Road
Port Huron, MI 48060

Dear Mr. Ruiz,

Re: Staffing of Displaced Administrators

This letter is in response to your request of me that I outline the process used by the District when a building administrator's position is eliminated or if the administrator requests that they be placed in a teaching position. The following is my recollection of that process and does not cover subsequent negotiated changes of the process:

All building administrators are "teacher certified" and therefore would fall under the collective bargaining agreement between the District and the Port Huron Education Association, if their position is eliminated and they are not offered any other administrative position. They have the right to request placement as a teacher, using the staffing language in the collective bargaining agreement. If the administrator had received tenure as a teacher prior to becoming an administrator, or if they served a probationary period as an administrator equal in length to a teacher and not notified of unsatisfactory performance - which would give them tenure as a teacher — they must be taken into the teacher staffing process as a tenured teacher. They would be required to follow the requirements of all other teachers in the District (as detailed in the collective bargaining agreement) in order for the District to make an attempt to staff them in a teaching position. The District would be required to follow the agreement staffing language in making every attempt to place the former building administrator.

I hope that this response will be of benefit to the Building Administrators' Association. I hope also, Mr. Ruiz, that the students at Michigamme have a very productive and enjoyable year.

Yours truly,

Port Huron Area School District Building Administrators' Evaluation

Remove to comply with legislation.