

AGREEMENT

Between

HAZEL PARK
BOARD OF EDUCATION

and

HAZEL PARK ASSOCIATION
OF SCHOOL ADMINISTRATORS

2010 - 2013

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ARTICLE I
RECOGNITION

- A. The Hazel Park BOARD of Education recognizes the Hazel Park ASSOCIATION of School Administrators in accordance with the applicable provisions of Act 379, Public Acts of 1965 as the sole and exclusive representative for all Administrative personnel in the classification of Principal, Assistant Principal, Special Education Supervisor, but excluding the Superintendent of Schools, Assistant Superintendent, and District-wide Directors, for the purpose of professional negotiations with respect to terms and conditions of employment.

ARTICLE II
DEFINITION

- A. The term “BOARD,” as used in this Agreement, shall include and mean the elected members of the BOARD of Education, the Superintendent of Schools, and/or any other persons designated as representatives of the School District of the City of Hazel Park.
- B. The term “ASSOCIATION,” as used in this Agreement, shall mean the Hazel Park ASSOCIATION of School Administrators, or its officially designated representatives.
- C. The term “ADMINISTRATORS” shall refer to those employees represented by the ASSOCIATION.

ARTICLE III
RIGHTS OF THE BOARD OF EDUCATION

There is reserved exclusively to the BOARD all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of the State of Michigan and the United States which have been heretofore properly exercised by it.

The determination and administration of Educational Policy, the operation of the schools, and the directions of the Professional Staff are vested in the BOARD or in the Superintendent when so delegated by the BOARD.

The above provisions shall not be inconsistent with, nor contrary to, the Provisions of Public Act 379.

ARTICLE IV
ASSOCIATION AND EMPLOYEE RIGHTS
PHILOSOPHY OF SCHOOL ADMINISTRATION

The Hazel Park ASSOCIATION of School Administrators recognizes and supports the orderly exercise of authority between its members and the BOARD of Education.

The ASSOCIATION recognizes its partnership role with the Board in providing a quality education program for students in the Hazel Park School District, and supports this team effort in obtaining such goals. In keeping with acceptable management practices and procedures in the administration of schools, the ASSOCIATION shall work only through and with the cooperation of the Superintendent of Schools in such matters as may be of mutual concern between the respective parties.

- A. Reasonable effort should be made through existing administrative structure to elicit the opinions and recommendations from the membership of the bargaining unit before major changes in working conditions are adopted by the BOARD.
- B. The BOARD and ASSOCIATION agree that there shall be prompt and expeditious handling at the local level, of a school-related complaint regarding an Administrator or a program, of other employees, and/or personnel he supervises. It is agreed that such complaints will be promptly referred to the Administrator affected.
- C. An Administrator, by prior arrangement with Superintendent, shall be able to examine all materials in his personnel file which accrue or originate after he is employed by the District. Henceforth, copies of any significant documents made part of his personnel files shall be given to him.

ARTICLE V

EMPLOYMENT CONTRACT AND PROBATIONARY PERIOD

- A. Administrators shall be on probationary status for a period of two (2) years. At the end of two (2) successful years of administrative experience, the BOARD will grant the Administrator a three (3) year, non-tenure, employment contract in his/her classification.

- B. Administrators' employment contracts shall be for three (3) year terms and shall be renewed one (1) year prior to the expiration of each contract (by July 1st), when services have been evaluated as "satisfactory" by the Superintendent. If an administrator receives an "unsatisfactory" evaluation during the second year of his contract and sufficient progress is not made during the remaining year, then his contract may not be renewed or may be renewed on a one (1) year conditional basis. A sixty (60) day notice will be given in the final year if a contract is not to be renewed or a conditional contract is to be issued.

ARTICLE VI

STAFFING METHODS AND PROCEDURES

The BOARD and ASSOCIATION agree that all positions covered by this agreement shall be staffed by the most competent and qualified persons which can be procured for them.

Whenever any professional vacancy on the administrative and supervisory salary schedule shall occur, the BOARD will publicize the same in a bulletin to all staff members and will include a general statement of the duties and qualifications.

In filling such vacancies, the BOARD agrees to give major consideration to the professional background, personal factors, length of administrative service in the Hazel Park Schools, and attainments of all applicants. The parties recognize that, while the BOARD will continue to adhere to general practice of promotion from within its own staff, it may on occasion wish to go outside the district to hire personnel of highly specialized or outstanding talent.

A. PROMOTIONS:

A promotion shall mean an assignment of an employee by the BOARD to a position of higher classification.

B. VACANCIES:

All job openings not filled by transfer.

C. TRANSFER:

Transfer shall mean the reassignment of an employee within this classification and certification.

1. VOLUNTARY TRANSFERS:

A voluntary exchange of personnel within the bargaining unit.

2. INVOLUNTARY TRANSFERS:

If the BOARD determines that staffing requirements or the best interests of the School District warrant it, an employee may be given an involuntary transfer to another assignment within his/her position classification. In case of involuntary transfer, the employee shall be given the reasons for such action by the appropriate BOARD Representative and, at the employee's option, he/she may request and receive a meeting with the Superintendent to fully discuss the matter.

Adequate notice shall be given the employee in order that he will have sufficient time to acquaint himself with the new assignment.

D. REDUCTION IN PERSONNEL

1. When the BOARD determines that a reduction in the number of Administrators covered by this Agreement must be made, it shall be made on the basis of the experience, competency, qualifications, and length of service in the School District. Unless there is a significant difference in the above listed factors, the employee(s) with the least amount of service in the classification will be removed first.
 - a. When the reduced positions again become available, the former administrator(s) shall be given first consideration for the position for which they are qualified, and recalled in the order in which they were dismissed.
 - (1) Upon his/her return to the administrative position, he/she will receive full credit for past administrative experience, including all benefits.

E. RETURN TO THE CLASSROOM

(Michigan Tenure Law Section 38.91 Michigan Supreme Court Decision Bode vs. Roseville School 1979)

1. An administrator who has been denied tenure in that position by contract of employment shall be deemed to have been granted continuing tenure as a classroom teacher. Upon the termination of any such contract of employment, if return to the classroom is contested, he/she shall be continuously employed as an active teaching Assistant Principal.
2. An Association member who returns to the classroom due to a reduction in staff or involuntary transfer shall remain on the administrative salary schedule for the duration of his/her administrative contract. After which he/she shall receive the teacher's salary which he/she would receive if the employment had been continuously as a classroom teacher.

F. DISMISSAL AND DEMOTIONS

1. Before dismissal or demoting of an Association member, during the period of his/her contract, the BOARD shall have rendered evidence of reasonable assistance and counsel to the employee to help correct his/her inadequacies giving rise to the underlying reasons for the contemplated action. The BOARD'S responsibility shall include, but not be limited to, the following:
 - a. There shall be provisions made for acquainting the employee with his/her clearly defined inadequacies in writing.
 - b. Provisions should be made for a reasonable period of time for correction of his/her inadequacies, with a time set for reevaluation.

ARTICLE VII
GRIEVANCE PROCEDURE

A. DEFINITION

A claim by a Bargaining Unit member, or the ASSOCIATION that there has been an alleged violation, misinterpretation of any provision of the Agreement, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

B. TIME LIMITS

1. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to, and may be relaxed or extended only by mutual consent of the parties in writing. In the event the BOARD shall fail to supply the ASSOCIATION with response to a hearing at a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the BOARD'S grace period for answering.
2. Each grievance shall have to be initiated within seven (7) days of the occurrence of the cause for complaint.
3. All time limits specified herein shall consist only of work days within that group classification.

C. PROCEDURE

Informal Step 1

The parties acknowledge that it is most desirable for a bargaining unit member and the BOARD to resolve problems through free and informal communications. When requested by either party, the ASSOCIATION may intervene to assist in this resolution. However, should such informal processes fail to satisfy the BOARD and the bargaining unit member, then a grievance may be processed as follows:

Step 2

- a. If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing within five (5) days to the Superintendent who will arrange a meeting within five (5) days. Representatives at this level shall be those designated by the Superintendent and by the ASSOCIATION, and shall include the grievant.
- b. The Superintendent must provide the grievant with a written answer to the grievance within five (5) days following the above meeting.

Step 3

- a. If the grievance is not satisfactorily resolved in Step 2, the ASSOCIATION shall within five (5) days refer the grievance to the BOARD, who will arrange within ten (10) days, after receipt of grievance, a meeting with the ASSOCIATION'S Grievance Committee and the BOARD. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.
- b. Upon conclusion of the hearing, the BOARD will have five (5) days in which to provide their decision to the association.

Step 4

- a. If no further correspondence is received by the BOARD or its representative within fifteen (15) days after Step 3, the grievance will be considered resolved and all proceedings shall cease.
- b. If the grievance is not satisfactorily resolved at Step 3, within fifteen (15) days after the BOARD'S decision, the matter shall be referred to a third party arbitrator who shall be selected by process of mutual agreement. The arbitrator to be so selected shall be an established/recognized person from within the school district community.

If such a third-party arbitrator cannot be agreed upon within five (5) days after the BOARD'S decision, referral shall be made for selection from the American Arbitration Association who shall then govern the proceedings.

Any selected arbitrator shall not have power to alter, add to, delete, or otherwise modify the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Any or all costs of the arbitration process shall be shared equally by the BOARD and the ASSOCIATION.

D. GRIEVANCE HEARINGS

Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

E. NO STRIKE CLAUSE

The ASSOCIATION will not engage in, authorize, nor encourage, either directly or indirectly, any concerted interruption of educational activities due to cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part by members of the Bargaining Unit for any reason, and no officer or representative of the ASSOCIATION or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

ARTICLE VIII

LEAVE PAY, LEAVES OF ABSENCE AND RETIREMENT

A. LEAVES OF ABSENCE WITH PAY

1. All Administrators will be granted twelve (12) personal days of absence each year without loss of salary, which may accumulate without limitation, subject to the following restrictions:
 - a. The entire twelve (12) personal days allowance may be used for personal illness, serious illness in the family, quarantine, religious holidays or tragedy.
 - b. Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction, except as such absence may be provided in preceding paragraphs.
 - c. Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.
2. Each Administrator has the responsibility for reporting his personal leave days according to existing BOARD procedures.
3. A Master Sick Bank is hereby established. The Board of Education, the Association, and other Administrators not belonging to the Association shall be funded in the following manner:
 - a. Each Administrator (Association members and Non-Association members) shall contribute one (1) personal day and the Board shall contribute one hundred (100) days as an initial funding.
 - b. Whenever the balance of days in the sick bank falls below fifty (50) days, each Association member will contribute an additional day (1) and the Board shall contribute an additional fifty (50) days.
 - c. New Association members and Administrators will be required to contribute two (2) personal days upon initial employment in an administrative assignment.
4. Eligibility Requirements shall be as follows:
 - a. An Administrator must use all of his/her accumulated personal leave prior to receiving sick bank benefits.
 - b. A doctor's written statement shall be requested as a basis and/or requisite for payment of all extended sick bank benefits.
 - c. An Administrator may receive a maximum of sick bank days equal to the number of days required to become eligible for long-term disability.
 - d. An Administrator returning from long-term disability shall become eligible for master sick bank consideration after one complete school year.

- e. When an Administrator has used all of his/her personal leave and his/her time away from the job has reached or exceeded 180 calendar days, the maximum sick bank allocation shall be equal to one month (20 working days). At the end of the one month (20 working days), the Administrator shall either take an unpaid sick leave or go on long-term disability.
 - f. Administrators on long-term disability for more than one (1) calendar year shall not receive District paid benefits. However, the Administrator may, at his/her discretion, pay \$200 towards the group plans premium or the group plans premiums, whichever is lesser, and continue coverage for up to one (1) year. If this option is selected, the Administrator must declare this option 30 days prior to the end of the one (1) year period described in this paragraph.
 - g. Administrators on long-term disability for more than two (2) calendar years shall be terminated as an employee of the school district.
 - h. All these provisions subject to the Family Medical Leave Act (FMLA).
5. After being granted sick days from the Master Sick Bank, and after returning to work, the Administrator shall be required to reimburse the bank for the days granted in the following manner:
- a. The Administrator shall reimburse the sick bank at the end of each school year.
 - b. The minimum sick bank reimbursement shall be one-fourth of his/her remaining bank.
 - c. Days not reimbursed by the time the administrator retires shall be deducted from their retirement/sick bank payment.

B. LEAVES OF ABSENCE WITHOUT PAY

1. Furlough Days

Furlough days are mandatory days off the scheduled work year without compensation. Furlough days reduce annual salary by the amount of days off but have no impact on the provision of health insurance coverage as described under Article XII, Paragraph A. Furlough days may be taken at any time; however, they cannot be used for more than five (5) consecutive days. Furlough days may be accumulated; however, if not used, they will be lost at the end of the Agreement (July 2013).

- a. Two (2) furlough days for the 2010/2011 school year.
- b. Three (3) furlough days for the 2011/2012 school year.
- c. Two (2) furlough day for the 2012/2013 school year.

2. Other Leaves of Absence Without Pay

- a. Upon written request of an Administrator, the BOARD may grant leaves without pay for: health, maternity, study, research, travel, foreign teaching, military service, Peace Corps, or other professional growth activities.
- b. Eligibility for any kind of leave of absence, except military service, is conditioned upon satisfactory record of at least two years of continuous employment in the school system.
- c. A second leave, or an extension of any type of leave, may be granted by the BOARD only upon the recommendation of the Superintendent.
- d. While on leave, an employee shall maintain continuing tenure and seniority status, shall retain all employment rights held before leave was taken and, upon return, shall receive the next regular step on the existing salary schedule, except that Administrator having military, foreign exchange, Peace Corps, or study leave shall advance on a step in recognition of the additional service or experience unless already at the maximum.
- e. Upon return to duty, the Administrator shall be assigned the same position or one of like nature as the one held prior to the leave.
- f. The Administrator shall notify the Superintendent of Schools, in writing, of intention to return by no later than April 1st of the leave year. Failure to provide such notice shall be the equivalent of resignation.
- g. All leaves of absence shall be for a one (1) year period, unless otherwise stipulated. Leaves of absence, when granted, are with the understanding that the employee on leave shall not enter into a contract for professional employment during the period for which the leave is granted. Exception to this rule is made only upon special action of the BOARD of Education on individual cases, and only under unusual circumstances. This position is based upon the premise that administration leaves are under continuing contract and cannot be employed under another contract simultaneously.

C. TYPES AND SPECIFIC CONDITIONS

1. Health Leave:

Upon recommendation of the Superintendent and of a physician, shall be granted up to a maximum of one (1) year plus any unfinished year, at the end of which time the employee must either return to duty or resign unless a special extension is granted. When the employee's health permits his return to duty, he shall so notify the Superintendent, in writing, and submit a statement from his physician. The Superintendent shall give him an assignment no later than the beginning of his following year, or sooner if a vacancy exists.

Leave of absence for a maximum of one (1) year plus any part of an unfinished year for illness in the immediate family may be granted upon written request of the Administrator and the recommendation of the Superintendent.

2. Maternity Leave:

Shall be granted for a period of one (1) year plus any unfinished year and, upon request, one (1) additional year at the discretion of the BOARD. An employee requesting maternity leave shall file their request in writing.

3. Leave for Study, Travel, or Research:

Shall be granted for a maximum of one (1) year, provided that not more than one Administrator may be granted such leave in any one school year. Requests for such leaves shall be considered upon the basis of seniority and only one (1) such leave shall be granted to any one Administrator until all other requests for such leave have been disposed of.

4. Military Leave:

Military Leave shall be granted to any employee requesting such leave in order to perform service in the Armed Forces of the United States. Upon return, he/she shall be entitled to reassignment rights in the position he/she vacated or one of like status and pay, provided:

- a. The position vacated is other than temporary.
- b. He/she is honorably discharged from the Armed Forces.
- c. He/she applies for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
- d. He/she is still qualified to perform the duties of the position. All provisions shall be in accordance with state and federal laws governing military leaves of absence.

- e. Leave for Foreign Exchange and Peace Corps teaching may be granted for a period not to exceed two (2) years for the purpose of participating in the Exchange Teaching and Peace Corps program. Any Administrator granted such a leave who is below the maximum on the salary schedule shall advance one (1) step on the schedule upon return and such Foreign and Peace Corps service shall count the same as if the Administrator served in the District.

Requests for leaves other than those specified may be considered by the BOARD upon the recommendation of the Superintendent.

- f. The BOARD shall grant a leave of absence without pay to any Administrator to campaign for or serve in a public office.

D. SABBATICAL LEAVE

- 1. The BOARD of Education of the School District of the City of Hazel Park shares with the professional staff its interest in, and commitment to, continuous improvement in teaching competence.

Because of this mutual concern, the BOARD is extending to the Staff the privilege of Sabbatical leave. This policy may be applied in the manner and under the provision described below. Sabbatical leave of absence may be granted to the members of the professional staff of the Hazel Park Public School System, subject to the approval of the BOARD of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.

The policies and administrative regulations of the Hazel Park Sabbatical Leave program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:

- a. Any BOARD, after an Administrator has been employed at least seven consecutive years by said BOARD, and at the end of each additional period of seven or more consecutive years of employment, may grant said Administrator a sabbatical leave for professional improvement not to exceed two (2) semesters at any one time. During said sabbatical leave, the administrator shall be considered to be in the employ of the said BOARD, shall have a contract, and may be paid compensation as provided in the rules and regulations of said BOARD; provided however, that said BOARD shall not be held liable for death or injuries sustained by any Administrator while on sabbatical leave.
- b. Administrators on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the BOARDS of control of public school employees' retirement funds.

- c. An Administrator, upon return from a sabbatical leave, shall be restored to his position or to a position of like nature, seniority, status, and pay. Said Administrator shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the BOARD made pursuant to law.
2. Any professional employee of the Hazel Park Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. A professional employee may apply for sabbatical leave subject to the following conditions and requirements:
 - a. Applicant must hold a valid Teaching Certificate and a Master's Degree.
 - b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the School District of the City of Hazel Park. Absence from service in the District for a period of not more than one (1) year under a leave of absence without pay, granted by the BOARD of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section, but shall not be included as a year of service in computing the seven (7) consecutive years.
 - c. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by an additional seven (7) consecutive years of satisfactory service as a full-time employee.
 - d. A maximum of one (1) Administrator may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various groups of the professional staff.
 - e. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
 - f. As a condition to receiving final approval for sabbatical leave, a staff member shall file with the Superintendent of Schools a written agreement stipulating that he will remain in the service of the School District of the City of Hazel Park for a period of three (3) years after the expiration of said leave (*see following sections for conditions governing default of this agreement*).
 - g. Sabbatical leave is given to professionals to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study and education research. Applications for sabbatical leave for other types of experiences shall be considered on their merit and may be approved by the BOARD of Education upon the recommendation of the Superintendent.

- h. The following additional conditions shall prevail with reference to application for sabbatical leave:
 - 1. Approval of a sabbatical leave by the BOARD of Education shall be contingent upon securing an employee qualified to assume the applicant's duties.
 - 2. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the BOARD.
 - 3. The BOARD reserves the right to reject any or all requests for sabbatical leaves of absence.
- i. Requirements and status while on sabbatical leave are defined as follows:
 - 1. The compensation for the staff member on sabbatical leave shall be sixty per cent (60%) of the salary he would receive if on active staff status for the period in which the leave is effective.
 - 2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the BOARD for payment of salary to other members of the professional staff.
 - 3. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system, provided that he is not at the maximum of salary schedule.
 - 4. The regular sick leave policy and other fringe benefits shall apply to an employee.
 - 5. The total earning from employment, grants, fellowships, and sabbatical leave pay shall not exceed the contractual salary for that school year.
 - 6. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the BOARD of Education, and the employee may agree upon in writing. An employee on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave.

In the event that the Superintendent will find the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid the employee by the BOARD of Education shall become immediately due and all future payments shall cease. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent.

At his discretion, the Superintendent may require proof that the program, as presented by the applicant, has been followed.

3. Status upon returning from Sabbatical Leave:

- a. At the expiration of a sabbatical leave, the employee shall be restored to an acceptable position of a like nature with seniority and pay; provided that the employee remains eligible for reinstatement under rules and regulations of the BOARD.
- b. When an employee completes the planned program of the leave but does not return to service in the School District of the City of Hazel Park, he/she shall, within two (2) years, repay to the BOARD the amount received by him/her during the sabbatical leave. If an employee does not remain in the Hazel Park Schools for three (3) years immediately following his/her sabbatical leave, he/she shall, within two (2) years after leaving the system, repay the BOARD an amount of money which will bear the same relationship to the amount of money granted as the unexpired period of service bears to three (3) years. This rule does not apply in cases wherein the rule is waived by the BOARD.

4. Administrative Regulation:

The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

a. For Formal Study

A program of work should be outlined which will qualify the applicant for higher credentials in his profession, or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

b. For Education Research

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

c. For Other Reasons

A plan shall be submitted stating the professional objective which is sought through the opportunities afforded by the leave, and also stating the expected value to the School System.

5. Applications for sabbatical leave must be filed, in writing, providing a detailed outline as prescribed above with the Superintendent of Schools. The due date of such request shall be April 1st for leaves beginning with the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after the due date for filing the application. The following additional conditions and procedures shall prevail with reference to application for sabbatical leave:

In making a recommendation to the BOARD, the Superintendent shall consider the following factors:

- a. Date of filing application
 - b. Purpose of the leave
 - c. Seniority of service in the School System
 - d. Professional growth of the staff member
 - e. Potential benefit to the School System
 - f. Other factors deemed important
6. An employee on sabbatical leave shall report to the Superintendent as follows:
- a. The employee shall immediately request approval from the Superintendent for any substantial changes in the planned program of the leave as outlined in the previously approved application.
 - b. An interim report shall be filed at the midpoint of the period for which the leave is taken. The report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner. A final report shall be filed at the close of the period for which the leave is taken.

E. RETIREMENT PAY

Administrators, upon retirement or death, will receive \$60.00 per day for all unused sick days. The term "retirement" shall be defined as eligibility of a public school employee to retire under the provisions of the Michigan Public School Employees Retirement Fund Law, with a minimum period of ten (10) years employment in the Hazel Park system.

F. INCENTIVE

If an incentive is offered to HPEA members, the Board of Education will pay HPASA members an additional \$10,000 incentive above what is offered to the HPEA.

ARTICLE IX
NEGOTIATION PROCEDURES

- A. This agreement incorporates the understanding of the parties on all issues which were the subject of negotiation. During the term of this agreement, neither party will be required to negotiate with respect to any matter covered by this agreement. It is agreed that matters that were not the subject of negotiations or covered by this agreement, but under the terms of Public Act 379 and of concern to both parties, shall be subject to negotiations between them (on occasion) during the period of this agreement upon the written request by either party to the other. It is further agreed, however, that by mutual written agreement, any subject in this contract may be subject to negotiation.
- B. Not later than March 1st of the calendar year in which this Agreement expires, the BOARD agrees to negotiate with the ASSOCIATION over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning Administrators' salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters within the jurisdiction of Public Act 379. Any agreement so negotiated will apply to all Administrators in the bargaining unit and will be reduced to writing and signed by the BOARD and the ASSOCIATION.
- C. During negotiation, the BOARD and the ASSOCIATION will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the BOARD, the BOARD will make available to the ASSOCIATION materials relating to budgetary proposals and all pertinent records of the Hazel Park School System at the written request of the ASSOCIATION. Records of the BOARD will not be removed from the BOARD'S offices. Either party may, if it so desires, utilize the services of consultants to assist in the negotiations.
- D. If the negotiations described in Section A have reached an impasse, the procedure described in current Michigan law will be followed.
- E. The ASSOCIATION recognizes that strikes (as defined by current Michigan law) by school employees are contrary to law and public policy. The BOARD and the ASSOCIATION subscribe to the principle, to the degree possible, that differences shall be resolved by appropriate and peaceful means.
- F. In any negotiations between ASSOCIATION and BOARD, neither party shall have control over selection of the negotiating representatives of the other party. Each party may select its representatives from within or outside the school district.

It is understood that no final agreement between the parties may be executed without ratification by a majority vote of the BOARD and by a majority vote of the membership of the ASSOCIATION; but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiation, subject only to such ultimate ratification.

ARTICLE X
CURRICULUM

Continuous curriculum evaluation and improvement is fundamental to operating a quality program for students in the Hazel Park School District. Evaluation and improvement of curriculum is a total professional responsibility. The building administrator, however, occupies a unique role in the development and implementation of the school program, and will, therefore, be responsible for identifying and determining curriculum priorities in concert with district goals and objectives.

ARTICLE XI
MISCELLANEOUS PROVISIONS

A. ADMINISTRATOR SUPPORT

The BOARD recognizes that Administrators are an extension of their legal authority in each of the respective buildings, and, as such, supports the efforts of the Administrators in the discharge of their duties as defined by BOARD policy.

B. MILEAGE PAYMENTS

Mileage allotment for use of Administrators' automobiles in the conduct of official school business shall be reimbursable at the prevailing rate per mile. Such reports shall be submitted to the Superintendent of Schools or his appointed designee by the first of each month.

C. PERIOD OF EMPLOYMENT

Members of the ASSOCIATION shall have employment contracts designating the length of employment for a given school year. The President of the ASSOCIATION shall be the contact person with the Superintendent of Schools in matters pertaining to Administrator employment contracts. Administrator work schedules shall coincide with the school calendar.

D. PAYROLL DEDUCTIONS

Payroll deductions for members of the ASSOCIATION shall be made available, upon written request, to the BOARD allowing such items as hospitalization, credit union savings, United Foundation pledges, BOARD approved annuity plans, and other meaningful items that may be mutually agreeable between the BOARD and members of the ASSOCIATION.

E. CONFERENCE ATTENDANCE

1. Attendance of administrators to conferences shall be approved by the Superintendent of Schools within the budget limit established by the Board of Education and in keeping with the following restrictions:

a. Local Conferences:

Administrators are encouraged to attend one-day local workshops, conferences, or seminars. The district will pay registration expenses if pre-approved by the Superintendent.

b. State Conferences:

Each administrator may attend one State Conference every year with expenses for transportation, lodging, and meals reimbursed up to three hundred dollars (\$300.00). Registration for the conference will be reimbursed in full.

c. National Conferences:

Each administrator may attend one National Conference every other year with expenses for transportation, lodging, and meals reimbursed up to eight hundred dollars (\$800.00). Registration for the conference will be reimbursed in full. In the event that more than half of the administrators wish to attend the same National Conference, the Superintendent will give first consideration to those who have not attended a National Conference for the longest period of time. (A moratorium is in place for any conference attendance that cannot be paid out of grant monies, subject to annual review.)

F. STAFF ASSIGNMENT

Each building principal has prime responsibility to make a determination regarding each teacher's assignment within his/her building. Such assignment shall be made in accordance with any other collective bargaining agreements which the BOARD has entered into prior to this Agreement which speak to the subject of teacher assignment work schedules or transfers. Assignment of all staff will be made by mutual agreement of the building principal, assistant superintendent, and a director, if involved. Where assignments cannot be mutually agreed to, after consulting with the building principal, the final determination will be made by the Superintendent of Schools.

G. PUPIL ASSIGNMENT

The BOARD recognizes that it is the responsibility of the building principal to determine the best assignment for pupils within his building. Such assignments shall be made in accordance with any other collective bargaining agreement which speaks on the subject of pupil assignment. Where assignments cannot be agreeably resolved within the building, final determination will be made by the Superintendent of Schools.

H. TEACHER EVALUATION

It is recognized by the BOARD and the ASSOCIATION that one of the most important performance functions of bargaining unit members is the evaluation of staff. Therefore, the ASSOCIATION will be involved in any change of evaluation instruments or processes which involve personnel under their supervisions.

I. ADMINISTRATIVE EVALUATION

A procedure and form for administrative evaluation will be developed by the Superintendent for an annual evaluation of all building administrators.

ARTICLE XII
COMPENSATION AND INSURANCE PROGRAM

A. HEALTH INSURANCE

The District shall provide insurance coverage as follows, subject to the provision that the District's obligation to pay per administrator insurance premiums shall be capped.

The cost to an administrator for the 2010/2011 school year will be \$75.00 per month for two-person coverage and \$216 per month for family coverage.

An administrator's premium cost shall be paid through payroll deductions spread out as evenly as possible over the term of the entire, or any remaining, school year. An administrator's failure or refusal to pay the premium cost shall lead to the District's termination of insurance coverage under this Article immediately upon such failure or refusal.

For school years 2011/2012 and 2012/2013, the District will pay half of the total increase of insurance up to a maximum cost to the District of seven and one-half percent (7½%) of the previous insurance cost. The administrator will be responsible for the other half and everything over fifteen percent (15%).

Hospitalization to be continued until picked up by state retirement for a maximum of six (6) months, with a possible additional six (6) month extension after retirement, subject to the administrators paying their share of premium costs.

1. **MESSA PPO CHOICES II**

PLAN A (For administrators choosing health insurance coverage)
\$500/\$1,000 deductible with \$20 office visits
RX Saver Drug Card

Administrators will receive sixty percent (60%) co-pay prescription reimbursement. Prescription receipts shall be turned in to the Association's President for review and submission to the Business Office for reimbursement.

2. Dental Plan: As per health care package
3. Optical: As per health care package
4. Upon the retirement of an Administrator, the School District shall contribute \$75.00 per month toward the hospitalization plan he/she will be securing through the State Retirement Board until age 65, payable at retirement.

PLAN B (For administrators opting out of health insurance coverage)
\$5,000 paid annually on the first pay in June.

B. LIFE INSURANCE

1. Life Insurance and Accidental Death Indemnity - \$50,000.00
2. Upon retirement of an administrator, the District shall provide \$5,000.00 life insurance on him/her until the age of 62. (If no policy is in place due to cost, the District will bear the burden and pay as if the policy was in place.)

C. LONG-TERM DISABILITY

- Waiting period — 180 calendar days
- Benefit — 67% of present salary up to a maximum of \$6,000.00 per month

D. PHYSICAL EXAMINATION

Each ASSOCIATION member may receive an allowance equal to the amount not covered by hospitalization for the purpose of having an annual physical examination.

E. SALARY SCHEDULE

1. See attached fixed salary increment schedule.
2. Longevity

Commencing with their 26th year of credited experience, administrators shall receive, as part of their regular compensation, longevity pay of \$5,000. Longevity will continue at the \$5,000 per year rate each year thereafter. Experience credited by the Michigan Retirement Act shall be credited toward longevity. Persons entering education later in life may have previous experiences related to education administration credited toward longevity upon recommendation to the Board by the Superintendent.

3. Period of Employment:
 - a. Administrative employees shall be subject to a flex starting date each school year as determined by the BOARD. Once the start date has been set, the contract shall start and continue until the end of the contract term. Administrator work schedules shall continue to coincide with the school calendar unless any or all administrators are requested by the BOARD to attend to school business.
 - b. Notice to the new school year administrative start date shall be given no later than the last day of the preceding administrative calendar in writing to the Association members by the BOARD.

- c. The administrative work day calendar will follow the teacher school year calendar with the following exceptions:
1. The administrative staff's work schedule shall include the two half-day's set aside for evening Parent-Teacher Conferences as well as the half-day given as compensatory time before the Thanksgiving Recess and Spring Recess to the teaching staff.
 2. The administrative staff's normal period of employment will start eight (8) working days before the starting date for the teaching staff. The High School Principal will normally start eighteen (18) working days before the teaching staff (see addendum below).
 3. The administrative staff's normal end date is ten (10) working days after the last day for the teaching staff. Administrators can make up to three (3) days during the summer instead of the last week. The High School Principal's normal end date is twenty (20) days after the last day for teaching staff (see addendum below).
- Addendum: The High School Principal's start and end date may be flexed, other than the normal start and end dates, upon mutual agreement between the BOARD and the High School Principal due to the unusual needs of the position. But at no time will this principal be required to work more than 48 weeks from the established start date for the new school year. This, in effect, may mean that up to four (4) weeks of non-contract time off will be allowed to be used during the contract school year by the principal to compensate for time worked outside the normal start and end date as established by the BOARD.
- d. If an earlier flex starting date is established by the BOARD, it will result in a like amount of days being taken off the end calendar date.
 - e. Any administrator requested to work on days beyond regularly scheduled work days shall be paid their daily rate of pay for any day or part thereof. The administrator retains the right to decline to work on nonscheduled days unless a school emergency is declared by the BOARD.
 - f. At no time will an administrative employee be required to work more than their contract regardless of the selected administrative starting date established by the BOARD for the school year.
 - g. Administrative staff shall not be entitled to compensatory time or pay for extended hours or days of work except as denoted in this contract.

F. PROFESSIONAL DUES

Annual dues to one professional organization directly related to current position and approved by the Superintendent, will be paid by the district.

G. ENROLLMENT STIPEND

One percent (1%) for each 100 or major fraction over 500 will be paid to the Principal. The factor is to be multiplied times the maximum for equivalent on the teachers' salary schedule.

H. PORTFOLIO COMMITTEE

The Board of Education will pay each of the HPASA members on the portfolio committee \$50.00 for each portfolio that is presented and evaluated.

I. GRADUATE CREDIT TUITION REIMBURSEMENT

The Board of Education will pay for 100% of the tuition for college courses taken on the Administrator's own time and 50% of the college tuition for college courses taken on work time.

ARTICLE XIII

SEVERABILITY

It is agreed by the parties that the written terms of this Agreement and their application and implementation shall be subject to and governed by the Constitution, statutes, legal opinions, ordinances, and governmental regulations of the United States, the State of Michigan, Oakland County, and all the political subdivision or parts thereof included within the boundaries of the School District of the City of Hazel Park. If any court of competent jurisdiction, governmental administrative agency, the Attorney General, or any other authority, holds, interprets, or rules that any written term included in this Agreement or the application, implementation, or presence of such written term is unconstitutional, illegal, invalid, or that it violates, contradicts, or operates contrary to the intent of any federal, state, county, or political subdivision law, ordinance, regulation, and/or legal opinion, the Agreement's written term so affected shall become null and void and revert to collective bargaining if either party so wishes. Such determination shall not invalidate the remaining terms of this Agreement.

ARTICLE XIV

TERMINATION, RENEWAL AND MODIFICATION

- A. This contract shall take effect as of February 14, 2011, and shall remain in force and effect until June 30, 2013. Sixty (60) days prior to the termination thereof, as herein provided, either party may initiate negotiations for renewal and modification, or a new contract.

- B. Upon receipt of notice to negotiate, both parties must immediately enter into collective bargaining for the purpose of arriving at a just settlement of all issues by June 30, 2013.

ARTICLE XV

FAIR EMPLOYMENT PRACTICES

The BOARD agrees that neither it, nor any of its administrative agents, will discriminate against any Administrator on the basis of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the ASSOCIATION or any other employee organization. The ASSOCIATION agrees that it will admit all administration to its membership without status, or prior membership or past participation in the activities of any other employee organization. This Article shall be based on all current applicable laws.

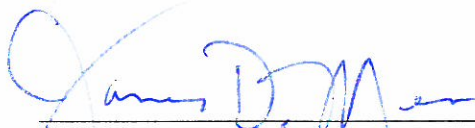
IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

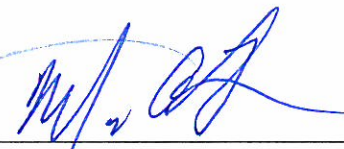
Executed at Hazel Park
County of Oakland
State of Michigan

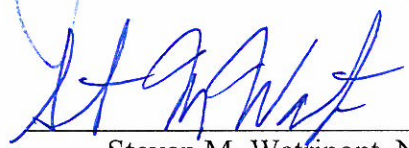
Date: March 3, 2011

School District of the City of Hazel Park

Hazel Park Association
of School Administrators


James D. Meisinger, Deputy Superintendent


Mark Brown, President


Steven M. Watrion, Negotiator


Judith Dowbenko, Negotiator

**School District of the City of Hazel Park
H.P.A.S.A. Salary Schedule**

	01	02	03	04	05	06	07	08
	BA	BA+18	MA	MA+15	MA+30	MA+45	DR	Non-Degree

High School Principal

Base	21,727	23,203	25,068	25,479	25,889	26,299	26,713	20,246
1	24,104	25,719	27,769	28,218	28,667	29,119	29,571	22,479
2	27,409	29,172	31,399	31,887	32,380	32,868	33,354	25,643

High School Assistant Principal

Base	13,642	13,644	15,448	15,670	15,894	16,113	16,335	12,842
1	15,599	16,464	17,562	17,804	18,049	18,289	18,531	14,725
2	19,023	19,965	21,151	21,411	21,678	21,938	22,200	18,082

Junior High Principal

Base	18,438	19,520	20,886	21,192	21,492	21,794	22,095	17,350
1	20,328	21,519	23,023	23,357	23,687	24,016	24,350	19,135
2	23,153	24,450	26,090	26,448	26,814	27,173	27,534	21,849

Assistant Junior High Principal

Base	12,358	12,360	14,166	14,386	14,611	14,832	15,053	11,560
1	13,771	14,639	15,737	15,978	16,222	16,463	16,704	12,899
2	16,108	17,051	18,237	18,497	18,764	19,023	19,286	15,168

Elementary Principal

Base	16,417	17,500	18,866	19,172	19,472	19,774	20,075	15,330
1	18,309	19,499	21,003	21,337	21,667	21,995	22,330	17,115
2	21,133	22,430	24,070	24,428	24,795	25,153	25,514	19,830

Assistant Elementary Principal

Base	9,834	9,836	11,641	11,862	12,086	12,306	12,528	9,035
1	11,247	12,114	13,211	13,453	13,697	13,938	14,179	10,373
2	13,584	14,526	15,712	15,972	16,239	16,498	16,761	12,643

Longevity (after 25 years)

	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
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Teacher Salary Portion

Top Step	64,922	69,720	75,804	77,132	78,472	79,801	81,137	60,107
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