

AGREEMENT BETWEEN

THE GRAND HAVEN AREA PUBLIC SCHOOLS

AND

**THE GRAND HAVEN AREA PUBLIC SCHOOLS
ADMINISTRATORS ASSOCIATION**

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JULY 1, 2006 THROUGH JUNE 30, 2007

This Agreement is made by and between the Board of Education of the Grand Haven Area Public Schools (hereinafter called the "Board") and the Grand Haven Area Public Schools Administrators Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

A. POSITIONS INCLUDED:

The Grand Haven Area Public Schools Board of Education recognizes the Grand Haven Area Public Schools Administrators Association in accordance with the applicable provisions of Act #379, P.A. of 1965, as amended, as the sole and exclusive representative for all administrative personnel in the classifications of High School Principal, Middle School Principal, Elementary Principal, Assistant High School Principal, Assistant Middle School Principal, Director of Athletics, Director of Special Education, and hereinafter called the bargaining unit.

B. POSITIONS EXCLUDED:

The Bargaining Unit shall not include: Superintendent of Schools, Assistant Superintendent of Human Services, Assistant Superintendent of Instruction and Curriculum, Assistant Superintendent of Finance and Operations, Directors (non teacher certified), Coordinators, Teachers, and other non-administrative instructional employees and all non-instructional, non-administrative employees.

ARTICLE II

DEFINITIONS

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

- A. **BOARD** shall mean the Board of Education of the Grand Haven Area Public Schools or its designated agents.
- B. **ASSOCIATION** shall mean the Grand Haven Area Public Schools Administrators Association.
- C. **ADMINISTRATOR** shall mean any member of the bargaining unit as recognized by the Board.
- D. **SUPERINTENDENT** shall mean the Superintendent of Schools of the Grand Haven Area Public Schools or his/her designated agents.
- E. **DISTRICT** shall mean the Grand Haven Area Public Schools.

- F. In the construction of the words used in this Collective Bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

ARTICLE III BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of all employees and to other working conditions, provided such rules and policies are not inconsistent with this Agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades, and courses of instruction, athletics and recreation programs, methods of instruction, and materials used for instruction and administration; and the Board retains all rights relative to the selection, assignment, direction, transfer, promotion, demotion, discipline or dismissal of all employees, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- D. The Board requires compliance with the School Code provisions regarding continuing education requirements.
- E. It is agreed between the parties that two-year individual contracts of employment without administrative tenure and renewable annually shall be offered to the non-probationary members of the Association. Failure of the individual administrator to execute said offer shall relieve the Board and the District of all obligations of employment under this contract to said administrator. Failure to execute does not include a time delay in clarifying or correctly recording the contract information.
- F. It is understood that each individual contract is subject to the Master Agreement and in particular, but not limited to:
1. Non-renewal of contract - Section 380.247 of the Michigan School Code.
 2. Due process contract provisions.
 3. Lay-off/Recall contract provisions.
 4. Vacancy and transfer contract provisions, and
 5. Evaluation contract provisions.
- G. Extension of each individual contract is subject to review by the Board of Education for renewal or non-renewal action in accordance with the provisions of this Master Agreement and Section 380.247 of the Michigan School Code. It is understood that administrators on probation, (initial and disciplinary), receive annual contracts.

ARTICLE IV

ASSOCIATION RIGHTS

A. ASSOCIATION MEMBERSHIP:

Pursuant to Act 179 of the Public Acts of 1965, as amended, the Board hereby agrees that every eligible administrative employee of the Board who is in a position identified in Article I shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan or the Constitution of the United States; that it will not discriminate against any administrator with respect to any term or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or the institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. INFORMATION:

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 nor shall it require the district to provide confidential information. Original records of the foregoing are to be examined only at the office of the District.

ARTICLE V

ADMINISTRATOR SUPPORT

A. COMPLAINTS:

Any serious complaint directed toward an administrator which is to become a part of that individual's personnel record shall be called to that individual's attention. The administrator may attach a response to the complaint.

Anonymous complaints may not be placed in an administrator's personnel file and not used for evaluation purposes.

B. LIABILITY PROTECTION:

The Board shall provide liability insurance which covers each administrator during the time he/she is employed by the Board and acting in the line of duty.

Insurance protection shall be limited by the terms and conditions of the insurance policy.

**ARTICLE VI
PROFESSIONAL ORGANIZATIONS**

- A. The District encourages professional growth among its administrators and will therefore support administrators' affiliation with their professional organizations by paying membership dues for each administrator, as determined by the Superintendent, in the State/National Organization at 100%.
- B. The Board reserves the right to determine the professional organizations for which membership dues will be paid. A refusal by the board to initiate or to continue dues payment to a particular professional organization is not a grievable matter.

**ARTICLE VII
DUE PROCESS**

- A. An administrator who is disciplined in writing, suspended or discharged has the right to pursue redress through the contract grievance procedures.
- B. It is understood that the Board may take discharge, suspension or written discipline action when necessary and the terms and conditions of individual contracts of employment shall not restrict or prevent such action.

**ARTICLE VIII
EVALUATION OF ADMINISTRATORS**

A. EVALUATOR AND TIME SCHEDULE:

The Board designates the Superintendent of Schools or the Superintendent's designee(s) to evaluate all Association members. Principals may evaluate their assistant(s) and the directors may evaluate their assistants. Evaluations will be conducted once every two years or more often if deemed necessary by either party. Failure of the Superintendent or his/her designee(s) to evaluate any administrator will not be the basis for a grievance. Evaluations will be completed by June 30, when possible.

B. PROCEDURE:

The evaluation of each member of the Association will be discussed with the individual administrator, reduced to writing, and presented to the individual member at the time of his/her evaluation conference. Each administrator will receive a copy of the written evaluation and will have a right to add a written reaction as part of the evaluation record. The administrator may ask for a meeting with the Superintendent if disagreement exists on the results of evaluation. Either party may have representation at such a meeting.

C. IMPROVEMENT PLAN:

The written evaluation will include the identification of inadequacies in performance and/or other concerns, understandable ways in which the administrator is to improve and the way the administrator is to be given assistance, if appropriate. It is understood that the responsibility for administrative improvement and professional growth is that of the evaluatee.

D. EVALUATION INSTRUMENT:

The current evaluation instrument will be used and is attached as Appendix "A". However, if either the Board or the Association feels the evaluation instrument should be reviewed, an Administrative Evaluation Review Committee will be established composed of two (2) Board representatives and three (3) Association representatives. This committee will review the evaluation criteria and evaluation instruments and submit appropriate recommendations for change to the Superintendent. The Superintendent will make the final determination of any changes to be made.

Performance Pay Principles are included as a part of Appendix "A".

E. DISCIPLINE ACTION:

The results of an evaluation can necessitate action by the Superintendent to place an administrator on disciplinary probationary status with a resulting freeze on the base salary for at least a one year period. Should there be an additional year(s) salary freeze, it is understood that the annual improvement plan that resulted in the original action will be up-dated. Without required improvement accomplished by the administrator on probationary status, more severe disciplinary action is possible.

If the required improvement is accomplished at the end of the probationary period, the Superintendent will return the administrator to the salary schedule level which he/she would have attained if the salary freeze had not taken place.

**ARTICLE IX
GRIEVANCE PROCEDURE**

A. DEFINITION:

A grievance is a complaint by an administrator that the contract has been violated in that he/she has been directly affected by the alleged contract violation. Discipline or discharge of a probationary administrator shall not be subject to the grievance procedure.

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 that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal commencing with the expiration date of the Board's grand period for answering.
2. Each grievance shall have to be initiated within fourteen (14) days of the occurrence of the cause for complaint.
3. All time limits specified herein shall consist of calendar days. Time limits as shown can be accelerated and/or steps in the grievance procedure can be bypassed by mutual agreement. Grievances involving the written discipline (not including negative evaluation), suspension or dismissal of a non-probationary administrator may be initiated at Step 2.

C. PROCEDURE:

Informal Step 1

The parties acknowledge that it is most desirable for a Bargaining Unit member and his/her superior to resolve problems through free and informal communications. When requested by either party the Association representative may intervene to assist in this resolution. However, should such informal process fail to satisfy the supervisor and the Bargaining Unit member, then a grievance may be processed as follows:

Step 2

- (a. If the complaint is not resolved in the informal Step 1 of this procedure, the administrator shall submit to the Assistant Superintendent of Human Services, within fourteen (14) days following the grievable occurrence, a statement of facts and all relevant materials giving rise to the grievance. Within fourteen (14) days of receipt of the alleged grievance, the Superintendent, Assistant Superintendent of Human Services, the administrator whom the grievance is being filed against, the aggrieved and an Association Representative shall meet to discuss the grievance. Within ten (10) days of this meeting, the Superintendent shall respond in writing to the Grievant.
- (b. If the grievance is not resolved at Step 2 (a), the grievant may choose to take the grievance to Step 3 of this procedure or request through the association that a mediator be assigned by the Michigan Employment Relations Commission to hear the grievance.
- (c. If the grievant chooses to go to mediation, the grievance procedure ends at this Step 2, except for cases of dismissal or suspension, which may go to Step 4.

Step 3

- (a. If no further correspondence is received by the Superintendent within fourteen (14) days after the Step 2 written response, the grievance will be considered resolved on the basis of the Step 2 response.
- (b. If the grievance remains unresolved at the conclusion of Step 2, the Grievant shall notify the Superintendent in writing within fourteen (14) days following the Step 2 written response. The Superintendent shall submit the grievance to the Board's Personnel Committee for review at its next regularly scheduled meeting. The Board's Personnel Committee shall make a recommendation for resolution of the grievance within fourteen (14) days of its meeting to review the grievance. A copy shall be provided to the Grievant.

Step 4

A Grievant who is dismissed or suspended may, upon written notice to the Superintendent, within fourteen (14) days after the Personnel Committee's recommendation, request that the Board of Education consider the grievance. Upon receipt of such notice/request, the Board shall convene within twenty-five (25) days thereafter to consider the grievance in closed session (to the extent allowed by the Open Meetings Act).

ARTICLE X VACANCIES AND TRANSFERS

Section A. Vacancies:

When a vacancy occurs in the bargaining unit, or in a cabinet level position it shall be announced in writing to the Grand Haven Area Public Schools Administrators' Association President. Interested members are to indicate their interest in the vacancy in writing to the Director of Human Resources within the deadline for application.

Any administrator with the required certification and qualifications of the posted position and three (3) years of successful experience as an administrator shall, upon written request, be granted an interview for the position.

It is understood that vacancies can be filled on an interim basis until such time as a final selection is made.

Section B. Transfers:

1. Transfer shall mean the movement of a Bargaining Unit member from one position to another position which is essentially the same or to a lower job grade as that currently occupied by the Bargaining Unit member and for which said member is qualified.
2. Transfers can be made voluntarily or involuntarily. The best interests of the District and the affected administrators are prime criteria for transfers. Transfers of Bargaining Unit members to positions other than those originally held may result in the administrator being put on probation by the Superintendent in the position transferred to for at least one (1) year.

3. In cases of involuntary transfer, the Bargaining Unit member will be offered the opportunity to meet with the Board's representative at which time the reasons for the transfer will be explained and reduced to writing.

Section C. Probation Period For Newly Hired Employees:

During the administrator's first two years of employment, he/she is considered to be on probation and the Board has the right to unilateral, non-grievable discipline and/or suspension, and/or discharge action. In case of discharge, the administrator may, however, meet with the Superintendent or the Personnel Committee of the board of Education to discuss the reasons for such action.

ARTICLE XI

STAFF REDUCTION AND RECALL

A. LAYOFF:

1. Administrators are subject to lay-off when the Board determines that circumstances necessitate a reduction in administrative staff. A minimum 60 calendar day notice will be given to those affected.
2. Board decisions on lay-off will be determined on the basis of qualifications, length of service to the District, job performance and grade level experience.
3. In lieu of, or coupled with layoffs, the Board may implement options to layoff, including transfer, reduced work year, and/or reduced daily work period, along with an appropriate reduction in salaries for one or more administrators.

At the request of the Association, its representatives will meet with the Superintendent prior to such action taking place.

B. RECALL:

1. Recall rights will not extend beyond a time period of five years or a time period equal to the employee's term of employment as an administrator in the District if less than five years.
2. Administrators who have been laid off will be recalled for the first administrative position for which they are certified and qualified and meet the following guidelines:
 - a. The position must be in the same bargaining unit.
 - b. The position must be in a comparable or lower salary range.
 - c. The position must have responsibilities comparable to the previous position as agreed upon by the Board and Association.
3. The term "qualified" as used in B.2., above, is defined as possessing a graduate degree with emphasis appropriate to the assignment as well as meeting accreditation standards,

possessing a state administrator certificate or equivalent academic coursework if Administrative Certificates are no longer issued by the State, obtaining appropriate continuing education units and professional association standards as applicable.

ARTICLE XII LEAVES OF ABSENCE

A. GENERAL LEAVES:

Bargaining unit members may at the Board's sole discretion be granted compensable and non-compensable leaves for such purposes as child care, sabbatical leave, unpaid sick leave or short-term military leave.

B. REQUESTS FOR LEAVE:

Requests for any leave of absence must be made in writing to the Human Resources Department. These requests should specify the beginning and ending dates desired and should be submitted as soon as the circumstances regarding the leave are known. The status of the administrator upon return shall be arranged with the Superintendent prior to the leave.

C. STATUS DURING LEAVE:

No economic benefits or credit of any sort will be given for time spent on non-compensable leave.

D. TERMINATION OF LEAVE:

The status of the Bargaining Unit member shall be changed from leave status to terminated if one of the following conditions occurs:

1. The member accepts employment elsewhere.
2. The member fails to provide adequate notice of return to work before the leave expires.
3. The member notifies the Human Resources Department in writing that he/she wishes to terminate his/her employment.
4. The member ceases to engage in activity for which the leave was granted.

E. COMPENSABLE SICK LEAVE:

Sick leave at the rate of fifteen (15) days per year shall be available to each bargaining unit member. The Assistant Superintendent shall be notified when sick leave is taken. Sick leave shall accumulate from year to year. Bereavement days shall be charged to sick leave. The Board will be in compliance with the Family Medical Leave Act (FMLA). Sick leave will be used where applicable as part of the twelve (12) weeks granted by law.

F. COMPENSABLE PERSONAL BUSINESS LEAVE:

Seven (7) personal business leave days per year are available for each bargaining unit member with prior approval by the Assistant Superintendent of Human Services. Administrators will be allowed to convert up to two (2) unused Personal Business Leave Day to their sick leave allowance at the end of each school year.

G. WORKERS COMPENSATION:

Any administrator who is absent as a result of an injury or disease compensated through the Worker' Disability Compensation Act of 1969, as amended, shall receive a supplement from the Board of Education for a period not to exceed six (6) months without deduction from sick leave in order that the administrator's take home pay will remain the same.

Beyond the six (6) month period, such payments by the Board of Education shall be charged against sick leave on a pro-rate basis computed on the relationship of the differential pay to his/her regular net weekly pay until sick leave is exhausted.

H. JURY DUTY LEAVE:

Any administrator summoned to jury duty shall immediately notify the Superintendent of Schools. If the administrator is not successful in obtaining a postponement from such service for the period of the school year, he/she shall be paid his/her regular pay as an administrator. The administrator shall submit to the payroll office the pay received for serving on jury duty immediately upon receipt of such reimbursement.

ARTICLE XIII

HOLIDAYS AND VACATION SCHEDULES

A. HOLIDAYS:

The following holidays and all other days designated by the Superintendent as holidays for administrators shall be granted with pay:

- Fourth of July
- Labor Day
- Thanksgiving Day and the day after
- Christmas Day and the day before or after
- New Year's Day and the day before or after
- Memorial Day
- One (1) Floating Holiday designated by the Superintendent

Administrators may take another non-student day off in lieu of the District designated floating holiday provided they do not exceed the total of 10 paid holidays per year. This day MUST have prior approval of the administrator's supervisor.

When a holiday is a weekend day, another day will be designated by the Superintendent.

B. VACATION:

1. Earned, but unused paid vacation time, may be accumulated and carried over from one year to the next (i.e. July 1 through June 30) up to, but not exceeding an aggregate total of five weeks (25 working days). Up to five (5) unused vacation days may be converted into sick leave allowance at the end of each fiscal year.
2. The fiscal year vacation schedule for each administrator is to be determined by the Assistant Superintendent of Human Services in conjunction with the administrator.
3. A vacation schedule can be modified by either party with the approval of the Assistant Superintendent of Human Services, including modifications to allow for system-wide vacation days or holidays.
4. Administrators may be permitted to take vacation days during the school year.
5. In recognition of years of service to the school district as a district employee, administrators will be granted additional vacation days as follows:

One (1) additional day after 10 years of district service.
Two (2) additional days after 15 years of district service.
Three (3) additional days after 20 years of district service.

6. Vacation days are available for each administrator who is employed for the entire year as follows:

**ANNUAL
VACATION**

POSITION

25 days

High School Principal
Middle School Principals
Director of Special Education
Director of Athletics

31 days

Elementary Principals
Middle School Assistant Principals
High School Assistant Principals

**ARTICLE XIV
FRINGE BENEFITS**

A. HOSPITALIZATION INSURANCE:

1. West Michigan Health Insurance Pool. \$20.00 Prescription co-pay will be reimbursed at \$10 up to \$100 each fiscal year upon presentation of receipt. \$5.00 and \$10.00 co-pays will be the responsibility of the employee.
2. Each administrator shall elect the plan which relates to his/her personal needs.

3. Board paid deductible \$100/200.

B. DENTAL INSURANCE:

1. Board paid dental plan. (100/100/80)
(\$1,500 annual dental maximum; \$2,000 lifetime orthodontic maximum)

C. LONG TERM DISABILITY INSURANCE

1. Board paid LTD with following specifications:
- a. Seventy percent (70%) of monthly salary.
 - b. Minimum 90 days waiting period.
 - c. Pre-existing conditions waiver rider.
 - d. Social Security freeze rider.
 - e. Alcohol-drug addiction waiver rider.

D. LIFE INSURANCE:

Board paid Term Life Insurance in the amount of \$100,000.

E. VISION INSURANCE:

Board paid Vision Plan comparable to MESSA VSP 3Plus

SEVERANCE PAY:

A one-time payment will be made for each year of service to the District upon retirement under the guidelines of the Michigan Public School Employee's Retirement System or upon resignation after ten (10) or more years in the district. This payment will be at \$300.00 for each year in the district. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

G. RETIREMENT BENEFIT:

An administrator hired prior to May 1, 2004, eligible to retire under the provisions set forth in the Michigan Public School Employee's Retirement System shall receive an annual payment of \$3,000 in lieu of the previous health insurance payment, until he/she reaches the age of eligibility for collecting full social security benefits. In addition, the Board will provide retired

administrators with vision and dental insurance the same as provided to actively employed administrators until he/she reaches the age of eligibility for collecting full social security benefits. Administrators may elect to receive an annual payment of \$700 a year in lieu of the Board paid visions and dental insurance. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

An administrator hired beginning May 1, 2004, will be eligible for an annual contribution of up to \$200 for the first 10 years of their employment with the District paid by the District to a District approved annuity program provided they match the contribution. To be eligible, administrators must elect and submit to the Business Office the necessary documentation of their match by February 1 of each year. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

Upon retirement, administrators will receive a payment of \$30.00 for each sick day accumulated above 200 days. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

H. OPTION IN LIEU OF HEALTH INSURANCE:

Administrators eligible for, but not electing hospitalization insurance, may elect to receive a cash payment in lieu of health insurance. The cost to the Board for each administrator shall not exceed 100% of the monthly premium for the single subscriber hospitalization insurance, and shall not exceed 100% of the annual premium for the single subscriber insurance per contract year under the Master Agreement.

DISCLAIMER:

It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of the insurance policies.

ARTICLE XV

COMPENSATION PARAMETERS

I. INITIAL PLACEMENT OF CURRENT ADMINISTRATORS

- A. Salary Ranges have been established for positions within the bargaining unit and are attached as Appendix B.

- B. Salary ranges will increase 1.15% (2006-07)
- C. Equity adjustments will be necessary for some positions based on competitive salary requirements.
- D. Administrators may receive up to a 2% Annual Performance Step within the range.

II. PLACEMENT OF NEW ADMINISTRATOR

- A. Initial placement will be based on experience, qualifications and responsibility.
- B. New administrators may not be placed on scale until year three (3). Unless extenuating circumstances as determined by the Superintendent requires less than three (3) years.

III. LONGEVITY PROGRAM

- A. In recognition of an employee's service to GHAPS as a teacher and/or administrator, at year five (5) the employee will receive five hundred dollars (\$500.00) and one hundred dollars (\$100.00) for each additional year after five (5) years. The maximum longevity payment will be two thousand dollars (\$2,000.00) and will be made subsequent to the completion of each year paid on June 1 in a lump sum. Offset proration will be made in the first payment based on the month of hire. Both teacher and administrator years with GHAPS will count towards longevity. A break in service to the district will not count against the total accumulation of longevity years. The employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies. Employees will not have the option to receive cash, but the longevity payment will constitute an employer contribution under 403(b) of the Internal Revenue Code (IRC).

IV. MISCELLANEOUS

- A. If a Voluntary Early Retirement Incentive Bonus package is offered to teachers, administrators will be offered the option to participate as well.
- B. At the conclusion of negotiations with other groups, the Association representatives will reconvene to discuss contract changes and their impact on administrative duties.

ARTICLE XVI

CONTINUITY OF PROFESSIONAL SERVICES

The Association will not engage in, authorize or 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 XVII
VALIDITY OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.
- B. Should any article, section or clause of the Agreement be declared invalid by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.
- C. This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual Bargaining Unit member contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**ARTICLE XVIII
WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer 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 of matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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.

**ARTICLE XIX
DURATION OF AGREEMENT**

This Agreement shall be in effect, July 1, 2006 and shall remain in full force and effect through June 30, 2007.

At least sixty (60) days prior to the termination of this Agreement either party may give the other party notice, by registered mail, of its desire to terminate, modify or amend this Agreement. Upon receipt of this notice the parties will promptly make arrangements to commence negotiating a successor Agreement. In the event that neither party give notice to the other of its intention to terminate, modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

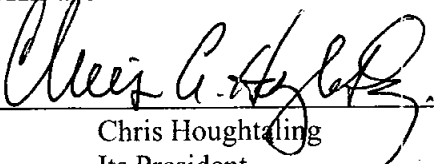
ARTICLE XX

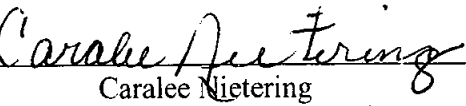
INTERIM AMENDMENTS

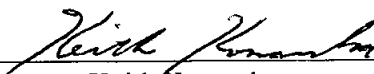
In the event both parties wish to amend this Agreement, such agreed upon amendment(s) shall be subject to ratification by the Board and the Association provided that both parties shall be empowered to effect temporary accommodations to resolve problems.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives: 1st day of July, 2006.

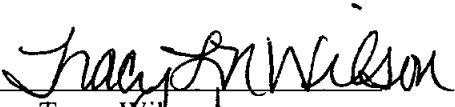
FOR THE BOARD

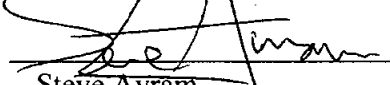
BY: 
Chris Houghtaling
Its President

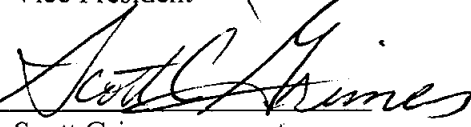
BY: 
Caralee Nietering
Its Secretary

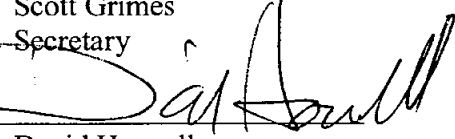
BY: 
Keith Konarska
Its Superintendent

FOR THE ASSOCIATION

BY: 
Tracy Wilson
President

BY: 
Steve Avram
Vice President

BY: 
Scott Grimes
Secretary

BY: 
David Harwell
Treasurer

APPENDIX "A"
PERFORMANCE PAY PRINCIPLES

1. Each Administrator will receive a copy of GHAPS Administrator Evaluation Handbook prior to starting the goal review process.
2. Goals must be related to Board Goals the District Vision, and The Interstate School Leaders Licensure Consortium (ISLLC) Standards. Where possible, goals shall be mutually developed.
3. Administrators will submit a draft of their proposed goals and measures by October 1 of each year. Goals will be reviewed and approved by October 31 of each year. Non-probationary administrators will be on a two year goal cycle (unless otherwise indicated by the Superintendent).
4. The Superintendent and cabinet will review for final approval the goals and performance pay amounts for each mid-level administrator who is supervised by a senior site administrator.
5. Semiannual meetings will be established when necessary to review progress toward goals as well as overall job performance.
6. Goals and measures of progress and achievement may be modified by mutual agreement between the administrator and his/her supervisor.
7. A final Goal Review will be completed with each administrator prior to June 15 of each year. A determination will be made regarding the amount of the performance step that each person will receive (up to 2%) for the upcoming year (if applicable). Concern that would require an adjustment in an administrator's performance step will be shared with the affected administrator. The administrator in conjunction with the Superintendent or his/her designee, will develop a clearly defined written IDP. If possible, the IDP will be developed in a time frame that will allow the administrator to be eligible for the full performance step if said administrator meets the provisions within the mutually developed IDP.
8. Cabinet input will be sought prior to final approval of goals and performance step amounts.
9. Factors to be considered when evaluating the amount of performance step to be granted include goal attainment, overall performance and job complexity. The performance step increase cannot take an employee above the salary range for that position.
10. If a plan of remediation is in place, the administrator is not eligible for performance pay and will follow a probationary administrator evaluation cycle. Special circumstances will be considered through the appeal process.
11. Concurrence and commitment to the goals also provides that normal responsibilities of the position are not sacrificed.
12. **APPEAL PROCESS**
It is the desire of the parties to effectively communicate, on an ongoing basis, progress toward goals or concerns regarding performance to avoid end of the year surprises that result in disputes over performance pay determinations. However, if an administrator believes that his or her performance pay does not accurately reflect his or her achievements, an appeal may be requested. The administrator will be given an opportunity to meet with cabinet and present information, including peer input, to address these concerns. Cabinet consensus regarding performance pay determinations will be final.

ADMINISTRATOR EVALUATION FORM (SELF-ASSESSMENT)

Administrator Name _____ **Year** _____

Position _____ **Building** _____

Evaluation Date: _____

Performance Levels: R = Rudimentary D = Developing P = Proficient A = Accomplished

STANDARD 1: THE VISION OF LEARNING

- ____ 1a. Developing the Vision
- ____ 1b. Communicating the Vision
- ____ 1c. Implementing the Vision
- ____ 1d. Monitoring and Evaluating the Vision

Comments: _____

STANDARD 2: THE CULTURE OF TEACHING AND LEARNING

- ____ 2a. Valuing Students and Staff
- ____ 2b. Developing and Sustaining the Culture
- ____ 2c. Ensuring an Inclusive Culture
- ____ 2d. Monitoring and Evaluating the Culture

Comments: _____

STANDARD 3: THE MANAGEMENT OF LEARNING

- ____ 3a. Making Management Decisions to Ensure Successful Teaching and Learning
- ____ 3b. Developing Procedures to Ensure Successful Teaching and Learning
- ____ 3c. Allocating Resources to Ensure Successful Teaching and Learning
- ____ 3d. Creating a Safe, Healthy Environment to Ensure Successful Teaching and Learning

Comments: _____

STANDARD 4: RELATIONSHIPS WITH THE BROADER COMMUNITY TO FOSTER LEARNING

- ____ 4a. Understanding community Needs
- ____ 4b. Involving members of the Community
- ____ 4c. Providing opportunities for the Community and School to Serve Each Other
- ____ 4d. Understanding and Valuing Diversity

Comments: _____

STANDARD 5: INTEGRITY, FAIRNESS, AND ETHICS IN LEARNING

- ____ 5a. Demonstrating a personal and Professional Code of Ethics
- ____ 5b. Understanding One's Impact on the School and Community
- ____ 5c. Respecting the Rights and Dignity of All
- ____ 5d. Inspiring Integrity and Ethical Behavior in Others

Comments: _____

STANDARD 6: THE POLITICAL, SOCIAL, ECONOMIC, LEGAL, AND CULTURAL CONTEXT OF LEARNING

- ____ 6a. Operating Schools on Behalf of Students and Families
- ____ 6b. Communicating Changes in Environment to Stakeholders
- ____ 6c. Working Within Policies, laws, and Regulations
- ____ 6d. Communicating with Decision-Makers Outside the School Community

Comments: _____

Evaluator(s) Signature

Date

Evaluatee Signature

Date

APPENDIX "B"

ADMINISTRATOR SALARY RANGE

2006-07 SCHOOL YEAR
(1.15% Increase effective July 1, 2006)

POSITION	SALARY RANGE
High School Principal	\$90,173 - \$104,530
Middle School Principal	\$82,400 - \$93,687
Elementary Principal	\$77,886 - \$89,173
High School Assistant Principal	\$76,756 - \$88,043
Middle School Assistant Principal	\$73,370 - \$84,657
Director of Special Education	\$82,400 - \$93,687
Director of Athletics	\$75,628 - \$86,916