

July 1, 1970

Lake Shore Public Schools

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION

LAKE SHORE PUBLIC SCHOOLS

AND

LAKE SHORE ASSOCIATION OF

SCHOOL ADMINISTRATORS

1969-70 SCHOOL YEAR

ST. CLAIR SHORES, MICHIGAN

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LAKE SHORE BOARD OF EDUCATION  
LAKE SHORE ASSOCIATION OF SCHOOL ADMINISTRATORS COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, is by and between the Board of Education of the Lake Shore Public Schools, hereinafter called the BOARD, and the Lake Shore Association of School Administrators, hereinafter called the ASSOCIATION.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the BOARD recognizes that quality education can only result from quality leadership, and

WHEREAS, the ASSOCIATION recognizes that, because school administrators possess unique training and experience and function in positions of public trust, it should endeavor to assist the BOARD develop the best educational program possible, and

WHEREAS, the parties, following extensive and deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I

RECOGNITION

Section 1. Recognition of Association

The BOARD hereby recognizes the ASSOCIATION in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended as the sole and exclusive collective bargaining representative for all certified personnel employed by the BOARD in administration and/or supervisory positions excluding the Superintendent, the Assistant Superintendent for Instruction, and Assistant Superintendent for Finance, all non-administrative and/or non-supervisory personnel and all other employees.

Section 2. Exclusive Collective Bargaining Agreement

The BOARD hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or with any other collective bargaining organization on behalf of administrators during the term of this agreement.

### Section 3. Authority of the Board

It is hereby mutually agreed that the BOARD reserves unto itself all powers, rights and responsibilities conferred upon it by the laws and Constitutions of the State of Michigan and of the United States. However, these powers, rights and responsibilities are subject to the rights of the BOARD'S administrators under Act 336, P.A. 1947, as amended, and to the limitations imposed on it by the terms and conditions of this agreement. The BOARD further agrees not to change or adopt any policy, rule, regulation or practice relating to any matter upon which the BOARD is obligated to bargain, as defined in Section 15 of the above same Act, without prior collective bargaining and agreement with the ASSOCIATION.

### Section 4. Scope of the Agreement

It is mutually acknowledged that this collective bargaining agreement represents the complete agreement between the parties, and any other matter outside of this agreement which has not been incorporated by reference herein shall not be deemed to be a part of such collective bargaining agreement. However, the BOARD agrees not to change or adopt any rule, regulation, policy or practice relating to any matter upon which the BOARD is obligated to bargain, as defined in Section 15, Act 336, P.A. 1947, as amended, without prior collective bargaining and agreement with the ASSOCIATION.

### Section 5. 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 Lake Shore Public Schools or its designated agents.
- B. ASSOCIATION shall mean the Lake Shore Association of School Administrators.
- C. Administrator shall mean any member of the bargaining unit.
- D. Superintendent shall mean the Superintendent of Schools of the Lake Shore Public Schools or his designated agents.
- E. 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.

### Section 6. Distribution of Agreement

The BOARD shall be responsible for the typing, printing and preparation of sufficient copies of this agreement for distribution by the ASSOCIATION to each member of the bargaining unit.

### Section 7. Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct towards each other. The BOARD, therefore, agrees that it will meet its obligation as defined in Act 336, P.A. 1947, as amended, and the ASSOCIATION agrees that no administrator shall engage in a strike as also

defined in the above mentioned Act. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, accruing to either party under the above same Act.

#### Section 8. Special Conferences

The Superintendent and the ASSOCIATION shall meet at least once each month during the school year, upon the requests of either party, to discuss matters relating to this agreement or any other collective bargaining subject. The time and place of all such meetings shall be mutually agreed upon and those administrators attending shall be excused from any of their duties that may conflict with the holding of any such conference.

#### Section 9. Nondiscrimination

The ASSOCIATION agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations. The BOARD agrees to continue its policy of nondiscrimination against any administrator on the basis of race, creed, color, age, national origin, sex, marital status or membership, participation in or association with the activities of any professional educational organization.

#### Section 10. Creation of New Administrative Positions

The parties wish to record their mutual disagreement regarding the respective prerogative of the BOARD and the rights of the ASSOCIATION in the matter of new administrative positions within the unit. The parties do agree however, that should the Michigan Labor Mediation Board, or one of its trial examiners, render an opinion that speaks to this question, the parties shall immediately begin to bargain on mutually acceptable language for inclusion in this collective bargaining agreement, provided that such opinion has not been appealed to a higher authority. And furthermore, the BOARD agrees that any changes in the duties of positions currently within the unit which the BOARD is obligated to bargain on, as defined in Section 15, Act 336, P.A. 1947, as amended, shall be subject to collective bargaining and agreement with the ASSOCIATION.

### ARTICLE II

#### ASSOCIATION RIGHTS

##### Section 1. Agency Shop Clause

The BOARD shall deduct ASSOCIATION dues of \$3.00, or a representation fee of an equal amount, from each bi-weekly paycheck of each administrator for whom the BOARD has on file a written authorization to do so. Such deductions shall continue until the administrator's services are terminated. All dues deductions and representation fees shall be forwarded by the BOARD to the ASSOCIATION'S financial officer not later than seven (7) calendar days after such deductions are made. It is understood that the annual ASSOCIATION dues or representation fee of \$78.00 may be paid in a lump sum directly to the ASSOCIATION in which case there would be no payroll deduction of dues.

Each administrator shall sign and deliver to the President of the ASSOCIATION an authorization of deduction of ASSOCIATION dues, or an annual representation fee equivalent to the dues and assessments of the ASSOCIATION. Such authorization shall be executed within thirty (30) days of the commencement of employment or the commencement of the current fiscal year, whichever, is later. All such authorization forms shall then be forwarded to the BOARD. At the conclusion of this thirty (30) day period, the ASSOCIATION shall also deliver a signed statement to the BOARD naming the administrator who has failed to deliver such an authorization.

Any administrator who has not, within the time period above, authorized such a deduction of membership dues or a representation fee equal to dues and assessments shall be immediately notified by the BOARD that his employment will be terminated at the conclusion of the current fiscal year. Any administrator so dismissed and at a later date rehired shall pay, as a condition and requirement of re-employment, any and all unauthorized and unpaid ASSOCIATION dues or representation fees for the full period of his previous employment under this provision.

The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all administrator claims arising because of any fraudulent submission of names for deduction of ASSOCIATION dues or representation fee or because of any fraudulent submission of names of those who fail to authorize such a deduction in accordance with the time limits. It is agreed that in the event an administrator challenges the legality of this clause and litigation results, the ASSOCIATION shall file a supporting brief with the BOARD'S legal counsel. However, if the ASSOCIATION subsequently affiliates with a national organization, the ASSOCIATION shall co-defend and provide legal counsel for any such litigation.

It is further mutually agreed that in the event that any court of last resort determines that this provision is contrary to the laws of the State of Michigan or is unenforceable under such laws, the parties will meet and bargain such new language as is necessary to comply with the law as determined by such a court.

It is understood that this provision shall take effect on January 26, 1970.

## Section 2. Association Use of School Buildings

The ASSOCIATION shall have the right to use school building facilities for its proper business activities without charge upon notification to the Superintendent's Office.

## Section 3. Access to Board Information

The BOARD agrees to furnish to the Officers of the ASSOCIATION, copies of all public records concerning the financial resources of the district, budgetary allocations and expenditures, hours, wages and conditions of employment of those employees covered hereby, together with any other public record or information that may be required by the ASSOCIATION in the processing of any grievance or complaint provided that the BOARD is not required to furnish material requiring compilation of information from more than one source, it being understood by the parties hereto that any material desired and requiring compilation, compendiums or the consulting and notating of various source public records shall be the responsibility of the ASSOCIATION and the obligation of the BOARD shall consist in the furnishing of the public records.

#### Section 4. Professional Leave Days

A pool of twelve (12) professional leave days shall be available to the ASSOCIATION that may be used by its officers and other officials to attend conferences and other meetings related to the conduct of its affairs or the welfare of professional school administrators in general. It is understood that not more than two (2) officers of the ASSOCIATION can be on professional leave time from the District on any one (1) day that the children are in session.

Also, any one (1) officer may use up to six (6) professional leave days in any one (1) year. It is further understood that all such leave days shall have the prior approval of the ASSOCIATION and that the Superintendent shall be notified at least two (2) days prior to the day such leave time shall be taken.

### ARTICLE III

#### EMPLOYMENT REQUIREMENTS

##### Section 1. Health Requirements

Each administrator shall have a condition of general health sufficient to permit the administrator to successfully perform the expressed and implied duties of the position for which he is employed. The BOARD reserves the right to require a health examination for any or all of its administrators, as the case may be, by such duly licensed physician as the BOARD may designate at its expense.

##### Section 2. Appointment to Administrative Positions

Any vacant administrative position within the unit, other than principal and assistant principal, shall be filled according to the following procedures:

- A. Administrators shall first be given an opportunity to transfer according to the provisions of the transfer policy set forth in Article IV, Section 10 of this agreement.
- B. The vacant position(s) shall then be posted within the school district, and with universities and colleges of education, for not less than six (6) school days.
- C. All applicants shall hold a Masters Degree plus at least fifteen (15) hours of additional graduate credit. Not less than twenty (20) semester hours of graduate credit shall have been in administration, curriculum, supervision, and related fields. However, in the case of specialized or technical administrative positions, these requirements may be waived by the mutual agreement of both parties.
- D. All applicants must have at least five (5) years of experience in public education and must possess a Michigan Provisional or Permanent or Continuing Certificate.
- E. All applicants shall complete an appropriate application form and shall submit a current set of credentials which should contain a recommendation from the applicant's last direct supervisor.
- F. The Superintendent shall review all applications and credentials and shall submit not more than five (5) names to the ASSOCIATION to be interviewed by its screening committee. The Superintendent shall also arrange for a time and place for such interviews.



G. The ASSOCIATION'S screening committee shall consist of the following personnel:

1. A secondary administrator.
2. An elementary administrator.
3. A central office administrator (who is within the unit).
4. One other administrator from the area of the appointment.
5. One administrator representing the ASSOCIATION at large.

All appointments to the above screening committee shall be made by the ASSOCIATION. It is understood that the ASSOCIATION shall submit such appointments to the Superintendent prior to the expiration of the posting announcement set forth in (B) above.

- H. The Superintendent shall appoint a central administrator, not within the unit, to sit with the ASSOCIATION'S screening committee. Such administrator shall act as an observer and shall not have any voice or vote in the proceedings.
- I. At the conclusion of the interviews the screening committee shall discuss each applicant's qualifications for the position. After such discussion a vote by secret ballot shall be taken for the purpose of determining which candidate the committee regards as the most qualified for the position. Such determination shall then be forwarded to the BOARD.
- J. If the BOARD decides to fill the vacancy which was posted it agrees to select the successful candidate from the names submitted to the screening committee.
- K. It is understood that the BOARD may fill any vacancy on an interim basis whenever a need arises for a period of time not to exceed one (1) semester. However, it is agreed that a final appointment will not be made until the transfer and promotion procedures have been applied.

### Section 3. Hours of Work

In order to attain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, at times, involve work in and out of the school building and, at times, frequently outside the regular school day. The professional discretion of administrators in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with school programs and the aims afore-stated.

### Section 4. Work Weeks and Summer Months Worked

44 WEEKS with 8 weeks off during the summer (Athletic Director, Curriculum Coordinator, Elementary Principal, Assistant Principal-Secondary, and Director of Special Education)

46 WEEKS with 6 weeks off during the summer (Director of Vocational Education and Junior High Principal)

47 WEEKS with 5 weeks off during the summer (High School Principal and Principal of a combined elementary and junior high)

It is understood that all administrators shall work one (1) week after the close of the current school year and two (2) weeks prior to the commencement of the next school year. Administrators who work longer than 44 weeks shall arrange their additional work weeks with the Superintendent. Any deviations from an administrator's summer work schedule must be approved by the Superintendent. It is further understood that the time off during the summer, specified above, must be taken during the summer months.

If in any one (1) year the Superintendent determines that an administrator needs to work an additional period during the summer months such administrator shall either be paid 1/44, 1/46, or 1/47 of his salary, as the case may be, for each additional week worked or given compensatory time off during the school year, at the option of the administrator.

The BOARD encourages its administrators to engage in programs of professional growth. If an administrator is planning to engage in a program of professional growth his schedule of work during the summer months shall be cooperatively planned with the Superintendent to provide the necessary flexibility in his work schedule. Such flexible schedule may also permit an early release from regular duties so that an administrator may attend a summer institute that is starting prior to the close of the current school year.

#### Section 5. Evaluation of Administrative Personnel

- A. The Superintendent and Assistant Superintendent for Instruction and each administrator shall jointly formulate mutually acceptable performance goals for each year sometime before November 1. Progress on these goals shall be reviewed at least twice each year with each administrator who then shall receive a written summation from the Superintendent. The performance goals shall:
1. Represent what should be done by the administrator for the current year within his building or department.
  2. Represent a position (rather than a person).
  3. Be observable (in the sense that can evidence be obtained )
- B. An annual evaluation of each administrator shall be made on the following criteria:
1. The progress made on the performance goals specified above.
  2. The requirements and expectations established by the BOARD and listed as BOARD policies and job specifications.
  3. General characteristics applicable to all administrators such as:
    - a. Educational Leadership
    - b. Professional Growth

- c. Human Relations
- d. Cooperation
- e. Fiscal Management
- f. Communication Skills
- g. Dependability and Enthusiasm
- h. Community Relations

- C. The Superintendent and Assistant Superintendent for Instruction shall follow the procedures listed below in making the annual evaluation:
1. There shall be at least two (2) conferences with each administrator before the official report is submitted to the BOARD on or before April 1, of each school year, and each administrator shall receive a written interim report which shall include the summation specified in (A) above.
  2. The areas in which there are observable inadequacies, shall be identified and the administrator shall be offered assistance in those areas. It is understood that such assistance, among other things, may consist of suggesting to an administrator that he participate in a prescribed program at BOARD expense and at full pay if such program is conducted during the administrators working hours.
  3. The official report to the BOARD shall be narrative in form and shall be based upon the criteria in (B) above.
  4. The administrator shall be given a copy of the final evaluation before it is presented to the BOARD, and he shall sign it to indicate he has read it. He may also request that a copy of his own personal statement be submitted and attached to that of the Superintendent for the official record.
  5. When an administrator does not agree with his personal evaluation he may, at his option, meet with the Superintendent and attempt to resolve that part of the evaluation with which he is not in agreement. It is understood, however, that the subjective qualitative judgments of the Superintendent shall not be the subject of a grievance and is hereby exempt from the grievance and arbitration provisions of this agreement.
- D. It is agreed that the BOARD and ASSOCIATION shall meet next year, prior to the start of negotiations, and thoroughly review and assess this evaluation procedure. It is understood that the parties may make joint or separate recommendations as to this evaluation procedure or any other recommended procedure with such recommendations to form the basis for negotiating this subject next year. It is further understood that the parties shall discuss in conjunction with evaluation the concept of earned increments and merit increments and shall make joint or separate recommendations on these subjects to the respective bargaining teams.

## ARTICLE IV

### ADMINISTRATOR RIGHTS

#### Section 1. Open Personnel File

Before any material, which originates after the administrator is employed by the District, is placed in an administrator's official personnel file, he shall be given a copy of such material and shall sign the original document to indicate he has read it. If he so chooses, the administrator may attach to the filed document any explanatory remarks he deems appropriate.

#### Section 2. Pupil Assignments

Each building principal shall have the right to make a determination regarding each pupil's assignment within his building. Any such determination shall be made in conformance with Board of Education policies regarding the classification and promotion of pupils.

#### Section 3. Staff Assignments

Each building principal shall have a right to make a determination regarding each staff member's assignment within his building. Such assignment shall be made in accordance with any other collective bargaining agreements which the BOARD has entered into and which speak on the subject of assignments, work schedules, transfer, etc. It is agreed that any complaint by a staff member regarding a staff member's assignment shall not proceed above the building level except through a recognized grievance procedure.

#### Section 4. Federal Programs

Each building principal shall have the right to select those District employees who are to participate in federally funded programs within his building. The selection however, shall be based on general criteria to be developed for each position under the direction of the Superintendent.

#### Section 5. Parent Complaints

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the BOARD agrees that in the case of a complaint on the part of a citizen regarding an Administrator, or a program or an employee he supervises, that such citizen shall be directed to first discuss the matter fully, either by phone or in person, with the Administrator involved before any Administrator not within the unit or the Board of Education passes judgment or takes action on the matter. It is understood and agreed that if an Administrator's decision is appealed to a higher authority that such Administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any further action is taken on the matter.

#### Section 6. Encouragement and Support of Administrators

The BOARD, recognizing that administrators are frequently exposed to situations of great stress and pressure, hereby agrees to render to its administrators all

encouragement when they are acting within the scope of their employment. The BOARD further agrees to continue its liability insurance coverage of administrators in effect as of September 1, 1969, and make the full resources of such policy available to any administrator if the need should ever arise.

#### Section 7. Discharge of Probationary Administrators

No probationary administrator shall be discharged unless, at his option, he:

- A. has requested and received in writing the specific reasons for such action,
- B. has requested and been accorded a meeting with the Superintendent to fully discuss the matter, and;
- C. has requested and received a private hearing before the BOARD.

It is understood that any probationary administrator may request and receive ASSOCIATION representation in B and/or C above if he so chooses.

#### Section 8. Discipline and Reprimands

No administrator shall be reprimanded or disciplined except for just cause. All such reprimands or discipline action shall be described in writing, signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file in accordance with Article IV, Section 1 of this agreement.

#### Section 9. Tenure

It is agreed that each administrator within the unit shall acquire tenure status in such administrative capacity upon successfully completing a probationary period as set forth in Article II and III, Act 4, P.A. 1937, as amended.

#### Section 10. Transfer and Reduction of Staff

- A. DEFINITION - Transfer shall mean the movement from one position to another position which has the same job specifications or to a position in which an administrator has had previous experience.
  1. An administrator who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside of the unit are considered for that position.
  2. When an opening occurs it shall be announced in writing to all administrators, and a period of at least one (1) week shall be established for submitting transfer requests to the Superintendent for the open position or any other opening that may occur as a direct result of approving a transfer to the open position.
  3. When an opening does occur those administrators who have a transfer request on file and are eligible for such a transfer shall each be interviewed by the Superintendent, and at the option of the Superintendent, the Assistant Superintendent in charge of Personnel.

4. The following factors shall be considered by the Superintendent in all transfers.

- a. Certification requirements
- b. Length and area of professional experience within the system
- c. Length and area of professional experience outside the system
- d. Academic training
- e. Professional growth
- f. Ability to perform the assignment

It is understood that the above factors may not be weighted equally.

5. Each administrator requesting a transfer shall be informed, in writing, of the approval or denial of his transfer request within a reasonable time after the interview with the Superintendent upon his request and the reasons for denial will be placed in writing at the option of the administrator.

6. It is understood that all transfer requests for the position of high school principal shall be acted upon by the BOARD at the same time it considers the candidacies of all other applicants.

B. Any two (2) administrators may agree, but subject entirely to the approval of the Board of Education, to exchange their respective positions so that the first administrator would assume the former duties of the second and he would assume the former duties of the first administrator.

C. If for (a) personnel incompatibility or (b) inadequate performance of duties, the Superintendent believes it would be to the District's best interest to transfer an administrator to another position within the unit, the following shall apply.

1. The Superintendent, before effecting a Board-Initiated Transfer, shall offer all appropriate assistance and counsel to the administrator so as to help correct the situation giving rise to the underlying reasons for the contemplated transfer.

- a. Two (2) separate conferences shall be held with the involved administrator dealing with either (a) or (b) above.
- b. If the problem persists, a formal warning shall be issued to the involved administrator at a subsequent conference and such an administrator shall have any observable inadequacies specifically written out for him, and he shall be awarded an opportunity of no less than two (2) months in time to rectify that which may be inadequate in his performance or lacking in his compatibility with other personnel.
- c. If the problem arises, a formal review of the involved administrator's activities (a) or (b) above whichever applies, shall be written out and presented to the involved administrator at a subsequent conference.

For a conference held under (a) or (b) above, the involved administrator shall be entitled to representation by the ASSOCIATION.

2. A Board-Initiated Transfer shall not be effective until after final disposition of any grievance filed as a result of such transfer.
- D. If in the BOARD'S opinion it is ever necessary to reduce the administrative staff it shall be on the basis of length of administrative service within the District, certification, and qualifications.
1. In the event of a tie in length of administrative service within the District, then the decision shall be based on a consideration of the factors in (A) (4) above.
  2. Any administrator relieved of his duties because of a reduction of staff shall be appointed to the next administrative opening for which he is certified and qualified.

#### Section 11. Budget Allocations and Requisitions

AT the beginning of each fiscal year, or after the finalized budget is adopted, whichever occurs later, the BOARD shall allocate to the account of each building and the special education department the monies it has decided to spend in each of the areas which are normally a part of the building budget, and it is agreed that once an allocation is made it shall not be reduced during that fiscal year. It is understood that whenever a building principal or the director of special education makes a determination that monies should be expended from his budget he shall first submit a requisition to, and receive approval from, the Assistant Superintendent for Business Affairs. Should a requisition be disapproved, for reasons other than the item requested is a bid order item or a comparable product at a lower price is available, the reasons for such disapproval shall be communicated, in writing, to the principal or director of special education at the written request of such administrator.

The BOARD agrees that each building principal shall have final approval over the expenditure of funds derived from the incidental sale of materials within his building or from internal solicitation of funds and fund raising programs conducted within his building insofar as such funds are spent for projects that improve his buildings instructional program or its services to its staff, students or parents, or if in voluntary connection with more than one (1) principal, for projects which serve to improve educational programs within the District; provided, that no single expenditure over \$1,000.00 shall be made without the approval of the BOARD. It is understood that all such expenditures must comply with the accounting procedures set forth by the Assistant Superintendent for Business Affairs.

### ARTICLE V

#### INSTRUCTIONAL PROGRAM MATTERS

##### Section 1. Summer School

The BOARD agrees to hire an administrator to supervise its annual summer school program. The Superintendent shall make the selection but preference shall be given to those administrators with summer school administrative experience.

## Section 2. Curriculum Revision

The BOARD agrees that whenever a change in curriculum is contemplated which would affect administrators in more than one (1) building a curriculum study committee will be convened. At least one-half ( $\frac{1}{2}$ ) of such committee's membership shall be composed of administrators, provided that there are enough administrators available. It is further agreed that proposed revisions of the curriculum shall be made available in writing to all administrators and each administrator shall be offered the opportunity to submit his recommendations to such curriculum committee.

## Section 3. Professional Activities Allocation

The sum of \$250 shall be allocated to each administrator each year and may be used by him to attend professional conferences, join professional organizations and obtain professional publications. All conferences must have the prior approval of the Superintendent and an application may be disapproved if the conference is not related to the administrator's current assignment.

The expense involved in an administrator attending a conference at the direction of the BOARD shall not be deducted from this allocation. All professional publications shall relate in some way to the administrator's current assignment.

In no event shall more than 25% of the administrators be absent at any one time for reasons governed by this section and if more than this amount desire to attend a conference, the priority for attendance at same shall be set by the Superintendent.

This allocation may also be used by the administrator, with the approval of the Superintendent and the Board of Education, to cover the expenses of an extern training program. An extern training program shall mean undertaking extensive training and/or study in an area of immediate concern.

Each administrator shall file with the Superintendent a summary report of any conference attended under the provisions of this allocation.

## ARTICLE VI

### PROFESSIONAL IMPROVEMENT

#### Section 1. Tuition Reimbursement

The BOARD agrees to allocate the sum of \$1,730.00 for the current school year for the purpose of reimbursing administrators at the rate of \$16.00 per credit hour or \$24.00 per semester hour for academic courses successfully completed during the past school year and summer. It is understood that such courses shall apply towards a Masters, Ed/S, PhD, or EdD Degree, or shall be related to the administrator's assignment. It is further understood that the administrator must still be under contract to the BOARD and shall submit a transcript of credits to the Assistant Superintendent for Instruction on or before September 30th of the current school year. The Assistant Superintendent shall then certify that the credits earned are covered by this provision, and payment shall be made within 30 days thereafter. In the event the total request for reimbursement exceeds the sum allocated, the payments to each administrator shall be proportionately reduced.



## Section 2. Sabbatical Leave

The BOARD may grant a sabbatical leave in accordance with Part III, Section J of the Board Policies. However, such policy is amended to provide that (1) an administrator with a Bachelor's Degree may make application for such leave, (2) an administrator shall be eligible for a sabbatical leave after completing the minimum number of years required under state law, which is presently seven (7) consecutive years of service with the District and, (3) the rate of pay while on sabbatical shall be 50% of the administrator's scheduled salary, provided that any other salary or fees earned as a direct benefit of the sabbatical leave or for work done in connection with or made possible by such leave, together with such sabbatical compensation, but less all expenses incurred by the administrator as a direct result of effecting the sabbatical leave, shall not exceed the full amount of the salary he would receive if on active status. It is understood that an administrator's sabbatical salary (50%) shall be reduced by the amount which his other salaries and fees earned, when added to his sabbatical salary, exceed his scheduled salary (full pay).

## Section 3. Leave of Absence for Professional Improvement

- A. An administrator may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purpose of:
1. Graduate study (A minimum of 10 semester hours each semester or its equivalent).
  2. Independent research in education or an educationally related field under the supervision of the Superintendent or an accredited college or university.
  3. Educational travel (itinerary must accompany application).
- B. If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the administrator shall immediately request approval from the Superintendent.
- C. Upon the administrator's immediate return to the school district he shall be granted credit for up to one year on the then existing salary schedule.
- D. Not later than 60 days after the administrator returns to the district, he shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credits received, experience gained, of the itinerary of travel, together with the administrator's appraisal of the professional value of the activities while on leave. An administrator will not be considered as having completed the requirements of the leave until his final report has been approved by the Superintendent.

## ARTICLE VII

### FRINGE BENEFITS

#### Section 1. Group Life Insurance

The sum of \$30,000.00 Group Life Insurance for each member of the L.S.A.S.A. shall be provided by the Lake Shore School Board, with accidental death and dismemberment

benefits. This is to increase the present coverage of \$7,500 to \$30,000.

#### Section 2. Group Term Life Insurance for Retirees

The BOARD agrees to provide a \$2,000.00 group term life insurance policy for retirees who qualify for benefits under the Michigan School Employees Retirement System or social security and have been employed by the BOARD for at least ten (10) years. It is understood that the BOARD shall determine the insurance carrier.

#### Section 3. Health and Accident Insurance

The BOARD shall pay full cost of such insurance which will have the following requirements and benefits.

- A. Ninety (90) day waiting period (calendar days).
- B. Payment of 70% of monthly salary for the first 26 weeks to a maximum of \$1,000 per month.
- C. Thereafter, 2/3 of monthly salary subject to a maximum of \$1,000 per month up to age 65.
  1. It is understood that these new benefits shall not take effect until the BOARD has solicited bids and entered into an agreement with an insurance carrier.

#### Section 4. Hospitalization and Medical Insurance

The BOARD shall pay the full premium established for comprehensive Blue Cross-Blue Shield MVFI with master medical insurance, for each administrator, his spouse and dependents, who elect to enroll in such hospitalization plan.

#### Section 5. Transportation Reimbursement

The BOARD shall pay each of its administrators ten (10¢) cents per mile for travel involved in the discharge of official duties which requires use of an administrator's personal automobile. Each administrator shall be paid at the end of each semester upon submission of a properly detailed voucher, prepared by the BOARD, to the Assistant Superintendent for Business Affairs.

#### Section 6. Severance Pay

Each administrator who has been employed by the BOARD for a period of ten (10) consecutive years shall be eligible for severance pay upon death, retirement or other termination of services. Such severance pay shall be an amount equal to 20% of the administrator's accumulated sick and emergency leave bank days paid in accordance with the administrator's last regular daily rate. However, any administrator who was employed prior to July 1, 1967, shall be eligible for the above severance pay after having been employed by the BOARD for a period of five (5) consecutive years.

However, if an administrator is retiring and who qualifies for benefits under the Michigan School Employees Retirement System or Social Security after ten (10) consecutive years of employment in this district, such severance pay shall be an amount equal to 30% of such leave bank days.

## Section 7. Tax Sheltered Annuities

The BOARD agrees to make available the investment by administrators in the tax sheltered annuities program utilizing the four (4) companies which presently have contracts with District employees. New administrators who hold contracts with companies other than the present four (4) may retain such carriers. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1 - 15 and February 1 - 15. However, any administrator may, at any one time between enrollment periods, decrease his deduction by notifying the Business Office at least two (2) weeks prior to the date the change is to take effect. Deductions will commence on the first pay of October and March, and will continue to be made on the first pay of each month thereafter. Payroll deductions shall continue until written notice is submitted to the Business Office indicating a termination date of such deduction.

## Section 8. Longevity Pay

Each administrator shall receive a \$200.00 longevity increment on the fifteenth year of service with the district and each fourth year thereafter. It is understood that up to four (4) years outside teaching or administrative experience or a combination thereof shall be counted in the computation. Such longevity pay shall be in addition to an administrator's scheduled salary and any differentials, and shall be included on the first paycheck in the month of January of each calendar year.

## Section 9. Personal Property Loss Fund

The BOARD agrees to establish a fund of \$200.00 to be used in settling claims of administrators for loss or damage to their personal property brought to their work location to be used in their work assignment. The claim shall be filed with the Superintendent setting forth the extent of the loss or damage, the absence of the administrator's negligence and the lack of insurance coverage. If the total claims for the year exceed the fund, each shall be covered on a pro rata basis. Personal property shall not include cash. Also, all claim settlements shall be based on fair market value and no claim shall be filed on a loss less than \$5.00.

## Section 10. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave

The parties mutually recognize the requirement of security for the employees in the time of sickness, matters of emergency or other circumstances beyond the control of the employee. Therefore, the following provisions are hereby established and each employee shall observe these provisions in the use of any of the leave days provided herein.

A. Sick and Emergency Leave. Each full time administrator shall accumulate and be credited with 15 days per working year for sick and emergency leave. At the end of each fiscal year all such unused leave days shall be placed in the administrator's leave bank to accumulate without limit. The following additional conditions shall apply to this type of leave:

1. Absences for which these days may be used:

a. Personal illness

b. Emergency illness in the immediate family when necessary care cannot otherwise be arranged.

- c. Attendance at weddings in the immediate family (limit of one (1) day).
  - d. Administrator's own wedding (limit of five (5) days). It is understood that leave days for this purpose shall not be used the first and last week of each semester.
  - e. Quarantine.
  - f. Birth of child of the employee.
  - g. Transportation failure only when no other means of transportation is available.
  - h. Religious observance if the dogma of the administrator's religion requires abstention from work.
  - i. If a legitimate reason, stated in writing, necessitates absence from school, and the administrator does not have a personal business day remaining, such leave may be granted with the prior approval of the Superintendent and charged to the administrator's sick bank.
2. After the first pay period of the school year, an administrator may draw on his anticipated sick leave days for the balance of the current school year and the following year, provided that he shall execute a promissory note payable to the BOARD for repayment in money or days for all such borrowed leave.
  3. It is understood that sick days shall be granted only up to the time an administrator qualifies for Health and Accident benefits as specified in Article VII, Section 3 of this agreement.
  4. Absences directly resulting from on-the-job injuries or sickness as hereinafter defined shall not be chargeable to the administrator's leave and he shall continue to receive his scheduled salary, provided he turns over to the BOARD all workmen's compensation benefits received, if any, up to the time he qualifies for Health and Accident Insurance. Sickness is defined to be measles, mumps, scarlet fever or chicken pox in such cases as the administrator may establish reasonable evidence that he contracted such disease as a direct result of his employment. The following requirements shall apply to such injuries or sickness.
    - a. Injuries or sickness shall be reported to the Superintendent as soon as possible but not later than three (3) calendar days after occurrence.
- B. Personal Leave. Each full time administrator shall be granted three (3) working days leave with pay each working year for personal business. Any full time administrator who is employed for less than the full working year shall receive that amount of personal leave stipulated by the following schedule:
1. The major portion of a semester. 1½ Days
  2. Five weeks to ten weeks of a semester 3/4 Day
  3. Less than five weeks of a semester 0 Day

It is expressly understood that as of July 1, 1969, the above personal leave days shall not accumulate as sick or personal leave days and shall not be involved in any severance pay computation.

- C. Funeral Leave. Each full time administrator shall be entitled to leave with pay in the following cases without charge to his sick or emergency or personal business leave:
1. Death in the immediate family of the administrator and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandmother, grandfather, child, wife, or husband.
  2. Death of other relative or member of the household for a period not exceeding one (1) day.
- D. Jury and Court Leave. Each full time administrator shall be excused from his regular assigned duties for jury duty or the attendance at any court pursuant to subpoena. He shall be paid the difference between his regular salary and such amount as he may receive as juror or witness fees.
- E. Selective Service Physical Examination Leave. Administrators called for a selective service physical examination shall be excused without loss of pay or sick leave for such purpose.
- F. When an administrator is going to be absent under the sick leave or personal leave portions of this provision he shall notify the switchboard at the administration building as far in advance as possible.

#### Section 11. Maternity Leave

Each administrator who becomes pregnant may be granted a leave for a period not to exceed one (1) year subject to renewal at the discretion of the BOARD for an additional period of one (1) year. Upon the expiration of the leave period granted, the administrator shall be entitled to return to the first job vacancy available for which she is qualified. In addition, the following requirements shall apply to all administrators who become pregnant:

- A. Prenatal.
1. The administrator shall notify the Superintendent within a reasonable time upon the determination of her pregnancy.
  2. If a question arises to the pregnancy, the BOARD may require a medical examination to be administered by a duly licensed physician selected and paid by the BOARD.
  3. The administrator shall not continue her employment beyond the 7th month of her pregnancy or the beginning of a semester, whichever occurs first. However, such administrator may be retained in a regular assignment on a limited contract until a replacement is employed. Such contract shall be at the administrator's daily rate of pay for the number of contract days left in the limited period. Such administrator shall retain all fringe benefits during the limited period.

B. Postnatal Period.

1. The administrator will be eligible to return to her employment in such vacancy as may exist for which she is qualified at the beginning of the semester following the termination of pregnancy, provided that suitable medical evidence is presented that she is capable of performing her duties.
2. If postnatal problems develop with the administrator, she may request an additional leave of not exceeding one (1) school year for this purpose.

Section 12. General Leave of Absence

Any tenure administrator may be granted a leave of absence of up to one (1) year for any worthwhile purpose. Such a leave may also be extended for a second year if the BOARD so chooses. At the expiration of the leave the administrator shall be reappointed to the District's administrative staff if a position is available for which he is certified and qualified.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a complaint by an administrator, group of administrators, or the ASSOCIATION, in its own name alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement or any policy, rule, regulation or practice. It is understood that the term grievance shall not apply to:

1. the termination of service or failure to re-employ any probationary administrator.
2. the placing of a probationary administrator on a third year of probation.
3. any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency, or
4. any policy, rule, regulation or practice relating to any matter upon which the BOARD is not obligated to bargain upon as defined in Section 15, Act 336, P.A. 1947, as amended.

Section 2. Procedure

- A. Step One. An administrator may present his complaint to the Assistant Superintendent for Instruction within eleven (11) school days but in no event later than July 15 of the following contract year, after he has been aggrieved by a presently occurring incident or condition which is the basis for his complaint. The appropriate Assistant Superintendent shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the administrator and the ASSOCIATION within five (5) school days following the conference.
- B. Step Two. If the aggrieved administrator desires to pursue his complaint further, he must appeal in writing to the Superintendent within five (5) school days after receiving a copy of the decision rendered under Step One

of this procedure. The Superintendent shall schedule a conference to attempt to resolve the complaint within five (5) school days after the appeal is received. A written decision on the matter shall be given to the administrator and ASSOCIATION within five (5) days following the conference.

- C. Step Three. If the aggrieved administrator desires to pursue his complaint further, he must appeal in writing to the Board of Education within five (5) school days after receiving a copy of the decision rendered under Step Two of this procedure. The BOARD shall schedule a conference to attempt to resolve the complaint at its next meeting, but in no event later than thirty (30) days after the appeal has been lodged. A written decision on the matter shall be given to the administrator and ASSOCIATION within five (5) days following the conference.
- D. Step Four. If the aggrieved administrator desires to pursue his complaint further, he must appeal to the ASSOCIATION which will decide whether or not to take the complaint to arbitration. If the complaint does proceed to arbitration the following rules shall be observed:
1. The ASSOCIATION shall file with the BOARD and the American Arbitration Association a demand for arbitration within fifteen (15) school days after receiving a copy of the decision rendered under Step Four of this procedure.
  2. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
  3. The Arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings were concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator.
  4. The award of the arbitrator shall be accepted as final and binding on the ASSOCIATION, its members, the administrator or administrators involved, and the BOARD. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below, or if no fraud, collusion or duress is present. The ASSOCIATION shall not then, by any other means, attempt to bring about a different resolution of the grievance.
  5. The fees and expenses of the arbitrator shall be shared equally by the BOARD and the ASSOCIATION. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
  6. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of the agreement.
    - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. His powers shall be limited to deciding whether the BOARD has violated, misinterpreted, or misapplied any of the terms of this agreement. It is understood that any matter that is not specifically set forth in this agreement shall not be subject to arbitration.

- b. He shall have no power to decide any question which under this agreement is within the authority of the BOARD to decide.
  - c. He shall have no power to consider the provisions of any constitutional, statutory, or common law in the resolution of any grievance.
7. If the BOARD disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine whether he has jurisdiction to act, and if he finds that he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
8. The BOARD shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed.
- a. No decision in any one (1) case shall require a retroactive adjustment in compensation in any other case.
9. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be arbitrable.

### Section 3. General Provisions

- A. The ASSOCIATION may have a representative present at each Step of the grievance procedure who may represent an administrator and act in his place, with his consent. The BOARD or its designated agents, upon receiving a grievance, shall notify the ASSOCIATION as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the ASSOCIATION unless the ASSOCIATION, in writing, has waived its right to be present or fails to attend the conference.
- B. Each grievance or appeal shall, on forms printed by the BOARD and available through the ASSOCIATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant himself, and the relief requested.
- C. At any conference under this grievance procedure, the administrator, ASSOCIATION, and BOARD, may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
- D. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by mutual agreement expressed by the parties in writing.
- E. A grievance shall always be filed at that Step of the grievance procedure where there is authority to render a decision on the grievance.
- F. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary, and



at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.

- G. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- H. No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file, nor shall it become part of the minutes of any Board of Education meeting.
- I. The President of the ASSOCIATION, or his representative shall be released from his regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.
- J. Any individual administrator may present grievances to his supervisor and have the grievances adjusted, without intervention of the bargaining representative, provided that the bargaining representative has been given an opportunity to be present at such adjustment. But should the adjustment be inconsistent with the terms of this collective bargaining agreement or any policy, rule, regulation or practice relating to any matter upon which the BOARD is obligated to bargain, the ASSOCIATION may, in its own name, appeal that decision at the step of the grievance procedure immediately following the step where the grievance was temporarily resolved.
- K. Once a grievance has been filed, no administrator outside of the unit or member of the Board of Education shall, upon his own initiative, attempt to discuss that grievance with the administrator(s) involved at a time other than during conferences or hearings provided for in the grievance procedure.

## ARTICLE IX

### DURATION OF THE AGREEMENT AND SEVERABILITY

#### Section 1. Duration of the Agreement

- A. This agreement shall be effective as of July 1, 1969, for a term of one (1) year. The parties agree to begin negotiations for a new agreement not less than 120 days prior to July 1, 1970.
- B. This agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

#### Section 2. Severability

The terms and conditions of this agreement are subject to the laws of the State of Michigan and in the event that any provision is held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, such determination shall not invalidate the remaining provisions of this agreement.

ARTICLE X

RATIFICATION

BOARD OF EDUCATION, LAKE SHORE PUBLIC SCHOOLS

\_\_\_\_\_  
Melvin J. Jansen, President

\_\_\_\_\_  
Frank E. Kirk, Vice-President

\_\_\_\_\_  
Casper Winters, Secretary

\_\_\_\_\_  
J. Willard Carpenter, Treasurer

\_\_\_\_\_  
James W. Gillis, Trustee

\_\_\_\_\_  
Anthony Russo, Trustee

\_\_\_\_\_  
Alice Hathaway, Trustee

LAKE SHORE ASSOCIATION OF SCHOOL ADMINISTRATORS

\_\_\_\_\_  
Robert Klusman, President

\_\_\_\_\_  
Robert Burgoyne, Secretary

APPENDIX A

SALARY SCHEDULE AND RELATED MATTERS

Section 1. Salary Schedule

SALARY SCHEDULE I

<u>STEP</u>	<u>SALARY</u>
1	\$14,520
2	15,180
3	15,840
4	16,500

<u>POSITION</u>	<u>WEEKS WORKED</u>
Athletic Director	44
Director of Vocation Education	46
Curriculum Coordinator	44

NOTE: The Curriculum Coordinator shall receive a differential of \$330.00 in addition to his scheduled salary.

SALARY SCHEDULE II

<u>STEP</u>	<u>SALARY</u>
1	\$14,520
2	15,180
3	15,840
4	16,500
5	17,160

<u>POSITION</u>	<u>WEEKS WORKED</u>
Elementary Principal	44
Assistant Principal (Secondary)	44
Director of Special Education	44

NOTE: A principal in an elementary school which has 650 or more memberships for state aid purposes shall receive a differential of \$660.00 in addition to his scheduled salary.

NOTE: The beginning salary for the Director of Special Education shall be step 2 of Salary Schedule II.

SALARY SCHEDULE III

<u>STEP</u>	<u>SALARY</u>
1	\$16,060
2	16,720
3	17,380
4	18,040
5	18,700

  

<u>POSITION</u>	<u>WEEKS WORKED</u>
Junior High Principal	46

SALARY SCHEDULE IV

<u>STEP</u>	<u>SALARY</u>
1	\$16,600
2	17,260
3	17,920
4	18,580
5	19,240

  

<u>POSITION</u>	<u>WEEKS WORKED</u>
High School Principal	47
Principal of a combined elementary and junior high school	47

Section 2. Pay Periods

Each administrator shall receive his salary in twenty-six (26) equal bi-weekly paychecks.

Section 3. Placement on Salary Schedule

An administrator who is involuntarily placed in a position which provides a scheduled salary less than what he is currently receiving shall not experience a decrease in scheduled salary but, instead, shall have his present salary "frozen" until such time that the schedule catches up with his present salary.

Section 4. Increments

Increments shall be based on years of experience with the District and shall be paid annually. The increment of an administrator employed for less than a full work year shall be pro rated as to the time worked compared to the full work year.

Section 5. Outside Experience

Credit for administrative experience outside the District shall be given up to the maximum minus one (1) year on the appropriate salary schedule. Credit for outside experience for less than a full year shall be pro rated as to the time worked compared to the full work year.

## Section 6. Extra Pay for Extra Duties

An administrator who is assigned an additional administrative responsibility of a multi-building or district-wide nature which includes responsibility for organizing, directing, and supporting a continuing program which is not normally within the scope of his current responsibilities, shall receive compensation ranging from \$660.00 to \$1,320.00 for such assignment. It is understood that the additional administrative responsibility must be one that the BOARD has no right to assign by law, BOARD policies, or the terms of this agreement without collective bargaining with the ASSOCIATION.

## Section 7. Salary Differential

Each administrator shall receive a differential of \$500.00 for an Educational Specialist Degree or a second Masters Degree, and a differential of \$1,000.00 for a PhD or EdD Degree.