

3125

7/31/99



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LAKEVIEW PRINCIPALS ASSOCIATION, INC.
AND
LAKEVIEW BOARD OF EDUCATION**

1996 - 1999



Lakeview Public Schools

PRINCIPALS CONTRACT 1996 - 1999
LAKEVIEW BOARD OF EDUCATION
LAKEVIEW PRINCIPALS ASSOCIATION, INC.
COLLECTIVE BARGAINING AGREEMENT

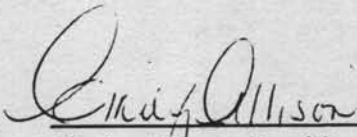
This AGREEMENT entered into this 1st day of August 1996 is by and between the Board of Education of the Lakeview Public Schools, hereinafter called the BOARD, and the LAKEVIEW PRINCIPALS ASSOCIATION, INC., hereinafter called the ASSOCIATION.


This AGREEMENT shall continue in effect for a period commencing August 1, 1996, and ending July 31, 1999.

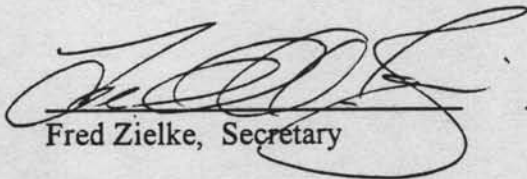
IN WITNESS WHEREOF, the parties hereto have signed this agreement by their duly authorized representatives on the day and year first above written.

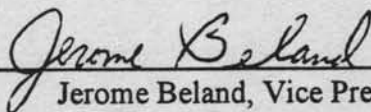
LAKEVIEW PRINCIPALS
ASSOCIATION, INC.

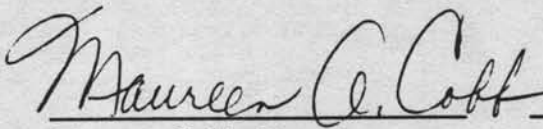
LAKEVIEW BOARD OF EDUCATION

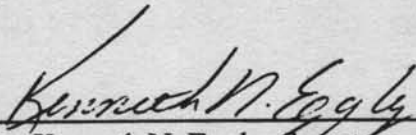

Cindy Allison, President


Ian Smith, President


Fred Zielke, Secretary


Jerome Beland, Vice President


Maureen Cobb, Treasurer


Kenneth N. Eggly, Secretary

9-3-96
Date

9-3-96
Date

Index

Article	Page
	5
I	6
Recognition of the Association	
Exclusive Collective Bargaining Agreement	
Authority of the Board	
Scope of Agreement	
Association Membership	
Definitions	
Distribution of Agreement.....	7
Administrator and Board Relations	
Tenure Exclusion	
II	8
Discipline	
Discharge of Administrators	
III	9
IV	10
Building Use	
Communications	
New Hires	
Right to Privacy	
Right to Know	
Pupil Assignment	
Student Discipline.....	11
Administrative Assignments	
V	12
VI	14
Grievance, Definition	
Grievance Procedure	
General Provisions	16
VII	18
VIII	19
Curriculum Change	
Professional Growth and Development	
IX	20
Support and Assistance	
Abuse/Assaults	
Insurance	
Compensation	

X	Leaves	21
	Leave Days	
	Sick Bank	
	Other Leaves	
XI	Work Year/Work Day	23
XII	Evaluation	24
	Building Administration Assistance Program	25
XIII	Compensation	26
	Salary	
	Outside Experience	30
	Extended Work Year	
	Travel	
	Dues	
	Tuition Reimbursement	
	Additional Duties	
XIV	Fringe Benefits	31
XV	Nondiscrimination	34
XVI	Validity of Agreement	
XVII	Duration of Agreement	
XVIII	Miscellaneous	35
	Purchaser Option	
	Consolidation	
	Letter of Agreement	36

PREAMBLE

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

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 principals possess unique training and experience and function in positions of public trust, 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 the Association

The **BOARD** hereby recognizes the **ASSOCIATION**, in accordance with the applicable provisions of Act 336 of the Public Acts of 1947 as amended, as the sole and exclusive collective bargaining representatives for all principals.

This provision shall not be subject to the grievance procedure.

SECTION 2. Exclusive Collective Bargaining Agreement

The **BOARD** hereby expressly agrees that it shall not enter into any collective bargaining agreement with any principal or with any other collective bargaining organization on behalf of the principals during the term of this agreement. Whenever possible, the **ASSOCIATION** shall be consulted regarding any changes in roles, reduction or transfers of members of this bargaining unit.

SECTION 3. Authority of the Board

It is hereby mutually agreed that the **BOARD** retains all rights, powers and responsibilities conferred upon and vested in it by law to manage the Lakeview Public Schools and to direct its principals, except as expressly limited by the terms of this agreement and/or Act 336, P.A. 1947 as amended.

SECTION 4. Scope of 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 agreement.

SECTION 5. Association Membership

Within thirty (30) days of the commencement of employment it is recommended that each administrator should be a member in the Lakeview Principals Association, Inc.

SECTION 6. Definitions

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

ARTICLE I - RECOGNITION - SECTION 6 (continued)

- A. **ADMINISTRATOR/PRINCIPAL/ASSISTANT PRINCIPAL** shall mean any member of the bargaining unit.
- B. 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. (Every effort has been made to eliminate that usage.)

SECTION 7. 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 8. Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct toward each other. The **BOARD**, therefore, agrees that it will meet its obligation as defined in Act 336, P.A. 1947 as amended by PA 112, 1994, and the **ASSOCIATION** agrees that no principal 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 9. Tenure Exclusion

It is expressly agreed that the administrator shall not be deemed to be granted continuing tenure under the Tenure of Teacher's Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended by Public Act 59 of 1993, in the capacity of an administrator by virtue of this Administrative Agreement; and it is further understood and agreed by the parties that this Administrative Agreement shall not be deemed to constitute the employment of the administrator or continuing contract in an administrative capacity. It is expressly understood that this Administrative Agreement is not subject to the Tenure of Teacher's Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended by Public Act 59 of 1993.

ARTICLE II - DISCIPLINE, DISCHARGE

SECTION 1. Discipline

No administrator shall be disciplined or reduced in rank without just cause.

- A. For the purpose of this section, discipline shall mean a written admonition which is derogatory of an administrator's conduct, service, or personality up to and including discharge. It shall also mean a written warning to an administrator.
- B. The disciplinary admonition shall be signed by the person taking the action, and a copy of such document given to the administrator involved.
- C. Administrators shall be entitled to **ASSOCIATION** representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

SECTION 2. Discharge of Administrators

No administrator shall be suspended or discharged except for just cause and unless:

- A. He/she has received, in writing, the specific reasons for such action.
- B. He/she has been accorded a closed hearing, at his/her request, before the **BOARD**.
- C. It is understood that in the event of suspension, (A) and (B) above may occur after such suspension has been affected. However, in no event shall the reasons be given more than one (1) day after such suspension has occurred, nor shall the meeting with the **BOARD** occur more than five (5) days after requested by the affected administrator.

If both the **ASSOCIATION** and the affected administrator do not agree with the decision of the **BOARD** relative to such suspension, the **ASSOCIATION** may proceed immediately to arbitration under Article VI, Section 2-B of this agreement.

- D. At any hearings under this provision, the affected administrator shall be entitled to **ASSOCIATION** representation at his/her request.

ARTICLE III - REDUCTION OF STAFF

SECTION 1. Reduction of Staff

- A. If, in the **BOARD'S** opinion, it is ever necessary to reduce the administrative staff, it shall be on the basis of more than one of the non-prioritized factors listed below:
1. Ability to perform the assignment related to the job description.
 2. Administrative academic training.
 3. Certification requirements.
 4. Length and area of professional experience.
 5. Length of service within the bargaining unit.
 6. Professional growth relating to the job description.
 7. Work record and performance
- B. In any necessary reduction of administrative positions, an affected administrator may, at the option of the administrator, remain in the employ of the district as long as a certificated position for which the individual is qualified is available. The administrator will be compensated based upon the salary schedule for that position and the person's years of experience in the district.
- C. It is understood that in the event a position is abolished and that administrator is not the one to be relieved of his/her duties, the Superintendent may reassign him/her to a vacant administrative position for which he/she is certified and qualified.

ARTICLE IV - ASSOCIATION RIGHTS

SECTION 1. Building Use

The ASSOCIATION shall have the right to use school buildings and facilities for ASSOCIATION business without charge.

SECTION 2. Communications

The ASSOCIATION shall have the right to use the district's interschool mail service for communications to its members.

SECTION 3. New Hires

The BOARD agrees that each principal shall have the opportunity to interview and make recommendations concerning the hiring of new personnel being considered for assignment to his/her building. Prior written notice of this opportunity shall be provided by sending that notice to the administrator's office.

SECTION 4. Right to Privacy

The BOARD agrees that the private life of any administrator is not an appropriate matter for discussion by the BOARD unless it adversely affects the administrator's ability to carry out professional functions or responsibilities to the school district or to act as a representative of the district.

SECTION 5. Right to Know Act

All administrators shall be accorded, in regard to their personnel file, those rights to examination, copying and comment provided under the Bullard-Plawecki Employee Right to Know Act. In addition, the administrator may exercise these rights at all reasonable times, and with an ASSOCIATION representative present, if so requested.

SECTION 6. Pupil Assignment

Each building principal shall recommend each pupil's assignment within his/her building as long as this is made in accordance with the BOARD'S policies concerning the classification and promotion.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

SECTION 7. Student Discipline

Each building principal shall have the right to control students discipline within his/her building consistent with the law unless otherwise limited by **BOARD** policies and procedures concerning the discipline of students and subject to final disposition by the **BOARD** and its agents.

SECTION 8. Administrative Assignments

All administrators shall be notified by May 1 of their administrative assignments for the upcoming school year. Such assignments are subject to change due to notification of resignation(s) and/or retirement(s) or other mitigating circumstances after May 1.

ARTICLE V - TRANSFER BY VACANCY

SECTION 1. Transfer by Vacancy

- A. Definition: Transfer shall mean the movement from one position to another which has essentially the same job specifications; movement to a position for which the administrator meets the qualifications.
- B. 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.
- C. 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 Deputy Superintendent.
- D. Each administrator requesting a transfer shall be informed in writing of the approval or denial of his/her transfer request within a reasonable time after the interview with the Superintendent upon his/her request, and the reasons for denial will be placed in writing at the option of the administrator.
- E. More than one of the following non-prioritized factors shall be considered by the Superintendent in all transfers:
 - 1. Ability to perform the assignment related to the job description.
 - 2. Administrative academic training.
 - 3. Certification requirements.
 - 4. Length and area of professional experience.
 - 5. Length of service within the bargaining unit.
 - 6. Professional growth relating to the job description.
 - 7. Work record and performance

- F. If there are no administrators who volunteer for such a transfer, the Superintendent or his/her designee will notify the administrators within five (5) days of their selection for the transfer and the objectives to be accomplished by the transfer.

- G. The Superintendent shall be responsible for meeting regularly with the affected administrators, staffs, and school committees to facilitate the transfer, and shall provide the necessary support, including financial assistance subject to budgetary limitations.

- H. The Superintendent should regularly monitor the transfer to determine if the objectives of the transfer are being accomplished.

ARTICLE VI - GRIEVANCE

SECTION 1. Grievance, 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.

SECTION 2. Grievance Procedure

- A. Step One** An administrator may present his/her complaint to the Superintendent or his/her designee within fifteen (15) school days, but in no event later than July 15, the end of the following contract year, after he/she has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. The 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/her complaint further, he/she 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 Superintendent and the American Arbitration Association a demand for arbitration within fifteen (15) school days after receiving a copy of the decision rendered under Step One of this procedure.
 2. Upon receiving the list of arbitrators from the American Arbitration Association, the parties shall meet and employ the following procedure to select an arbitrator:
 - a. Beginning with the ASSOCIATION, the ASSOCIATION and the BOARD shall alternately strike a name from such list until only one (1) person remains, who shall be the arbitrator.
 3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
 4. The arbitrator so selected will confer with the parties, hold hearings promptly, and will issue his/her decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing.

ARTICLE VI - Grievance (continued)

5. 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.
6. 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.
7. It is understood that arbitration is an appellate proceeding and, therefore, neither the **ASSOCIATION** nor the **BOARD** shall be permitted to assert in such arbitration hearing any ground or proposed remedy which was not previously disclosed to the other party at hearings under this provision. However, if either party wishes to assert any new ground or remedy, then the grievance shall be immediately referred back to Step One of this procedure.
8. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of the agreement.
 - a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. His/her 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 not specifically set forth in this agreement shall not be subject to arbitration.
 - b. He/she shall have no power to decide any question which, under this agreement, is within the authority of the **BOARD** to decide.
9. If the **BOARD** disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine whether he/she has jurisdiction to act, and, if he/she finds he/she has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.

ARTICLE VI - Grievance (continued)

10. The **BOARD** shall not be required to pay back compensation for more than fifteen (15) 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.

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/her place with his/her 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/herself, 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

ARTICLE VI - Grievance (continued)

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/her regular duties, with pay, to attend such 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 a part of the minutes of any Board of Education meeting, except as required and/or provided by law.
- I. The president of the **ASSOCIATION**, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.
- J. Any individual administrator may present grievances to the Superintendent or his/her designee and have the grievances adjusted without intervention of the bargaining representative, provided that the grievant has been given an opportunity to have a bargaining representative 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 nor member of the Board of Education shall, upon his/her 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 VII - EMPLOYMENT REQUIREMENTS

SECTION 1. Employment 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/she is employed.

The **BOARD** reserves the right to require physical and/or psychological examinations by a **BOARD** approved examiner at **BOARD** expense. In instances where the **BOARD** requires either a physical and/or psychological examination, the administrator shall be given the option of choosing from two or more sources provided by the **BOARD**.

ARTICLE VIII - CURRICULUM CHANGE, PROFESSIONAL GROWTH

SECTION 1. Curriculum Change

ASSOCIATION members will be involved in any curriculum change presented to the Board of Education through its representation on the D-SIC Committee. The **ASSOCIATION** may present its position on any curriculum change to the Superintendent prior to the change being presented to the **BOARD**.

SECTION 2. Professional Growth and Development

The Board of Education and the **ASSOCIATION** recognize the importance of professional growth and development. One of the ways in which **ASSOCIATION** members can update knowledge and skills is through attendance at local, state, and national workshops and conferences.

Administrators may attend one national or state conference per year, approved by the Superintendent, within the confines of the reimbursable limits of conference expenses paid by the **BOARD**. The Superintendent may recommend an administrator's attendance at additional conferences. The expenses attached to such recommended conferences will be borne by the **BOARD**.

The outcomes to be achieved by attendance at the conference must support the Lakeview Public Schools exit outcomes and be aligned with at least one of the following:

1. building school improvement plans
2. the district strategic plan
3. goals established by the Superintendent.

The Superintendent shall determine if the above conditions are met prior to approval.

ARTICLE IX - PROTECTION

SECTION 1. Protection

- A. Support and Assistance. The **BOARD** recognizes its responsibility to provide all reasonable support and assistance to administrators with respect to maintenance of control and discipline in the schools.
- B. Abuse/Assaults. Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.
- C. Any case of assault upon an administrator during performance of duty shall be promptly reported to the **BOARD** or its designated representative. The **BOARD** attorney will advise the administrator of his/her rights and obligations with respect to such assault.
- D. Any charge directed toward an administrator shall be promptly called to the administrator's attention and the plaintiff's identity revealed. If a written record of such complaint is to become a part of the administrator's file, the administrator so charged will receive a copy of the complaint and ample time to present a defense. The administrator shall have the right to **ASSOCIATION** representation.
- E. Insurance. The **BOARD** shall either hold the administrator harmless or insure him/her in an amount up to \$1,000,000, or to the extent such coverage is available. Notification of the amount of coverage shall be made to **ASSOCIATION** members each September and if coverage changes, full information relating to any changes in coverage will be forwarded to the **ASSOCIATION** President.
- F. Compensation. An administrator temporarily absent from his/her duties as a result of an assault or suit while employed in school activities, and the assault or suit is related to performance of duties, shall receive full pay and shall not have the absence charged against his/her sick leave accumulation.

ARTICLE X - LEAVES

SECTION 1. Leave Days

- A. Each full-time administrator shall receive leave days at the rate of fourteen (14) days per year, accumulating to one hundred eighty (180) days.

Leave days may be used for illness (personal or family), personal business, or bereavement.

Administrators who retire after ten (10) years of employment as a Lakeview employee will receive thirty five dollars (\$35.00) for each unused leave day up to the maximum allowable accumulated days (180).

- B. **Jury Duty.** Any principal called to court for jury duty, or as a participant, due to work-related reasons, shall receive full salary, minus the amount paid by the court. Such days shall not be charged against accumulated leave days.

SECTION 2. Sick Bank

- A. The Board of Education shall grant the ASSOCIATION a total of one hundred (100) days to be used by the ASSOCIATION as a sick bank. The BOARD shall have no further responsibility to fund or administer the bank. The ASSOCIATION will have exclusive responsibility to grant days from the bank. The rules and regulations governing the use of days shall comply with any and all legal requirements.

SECTION 3. Other Leaves

- A. **Professional Leave.** The BOARD agrees that administrators may take professional growth leave without pay to pursue an approved program of professional advancement. During said leave, seniority shall accumulate.
- B. **General Leave.** The administrator may be granted general leave for periods of up to a year without pay or seniority for any reason upon application. Such leaves shall not unreasonably be denied.
- C. **Child Care (Short Term Leave)**
1. A principal who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as a principal with a natural born child.

2. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a principal shall be granted a short term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the principal may elect to extend the child care leave one (1) additional semester.

D. Child Rearing (Long Term Leave)

Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a principal shall be granted a leave, without pay or benefits, of up to one (1) year.

- E.** Family medical leaves (FMLA) will run concurrent with any leave request pursuant to Board policy.

- F. Conditions.** The right to return and seniority is conditioned by the terms of the leave.

ARTICLE XI - WORK YEAR/WORK DAY

SECTION 1. Work Year/Work Day

All principals will work a base work year of 203 days.

Secondary principals will work an additional 10 days.

The High School Principal may work 218 days by mutual agreement of the Superintendent and the High School Principal.

Administrators shall be at work during the two weeks immediately after the close of school in June and two weeks before the opening of school in September.

ARTICLE XII - EVALUATION

The purpose of this evaluation procedure is to inform administrators whether their job performance is acceptable or in need of improvement. Where administrators have been found to have demonstrated acceptable performance, this procedure is designed to assist administrators to continuously improve their job performance. The Superintendent shall administer a program of evaluation for all administrators which shall be directed toward helping them succeed in their respective appointments.

- a. This model consists of goal setting and coaching for improved performance. Great flexibility shall be allowed in order to maximize individual improvement opportunities for those deemed satisfactory.
- b. By September 30 of each year, the Superintendent and the satisfactory administrator will identify and agree upon a specific statement of the two goals, the specific outcomes expected, the actions to be taken to achieve the goals, the resources and assistance needed by the administrator to attain the goal, and the methodology and criteria which will be used to measure the attainment of the goals.
- c. The performance of all administrators is presumed to be satisfactory until there is evidence to the contrary.
- d. If the Superintendent intends to rely upon any items of a negative nature, they shall be brought to the building administrator's attention at a meeting held in a timely fashion after the Superintendent has knowledge of the concerns, after a proper investigation, and will be subsequently verified in writing within one (1) week of the meeting. A building administrator determined to be in need of improvement shall be notified on or before July 31. A conference will be held to explain such a determination and the specifics which support it.
- e. By September 30 of each year, if the performance of the administrator is judged as needing specific improvement, the Superintendent may then establish no more than two goals to be achieved by the cited administrator.
- f. Failure to improve sufficiently to achieve acceptable standards, as agreed upon in "e" of this section, shall be dealt with in compliance with Article II.
- g. An administrator shall be entitled to Association representation upon request.

Building Administrator Assistance Program

The Board will make available to building administrators an Employee Assistance Program. Such program will be under the direction of The Employee Assistance Center (EAP). No record will be kept of voluntary use of the program. Only the fact of a referral by the District and a record of an individual's attendance will be kept.

ARTICLE XIII - COMPENSATION

SECTION 1. Salary

Administrative Salary Schedule 1996-97 (2% raise)

Base Salary	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal	78,035	78,815	79,595	80,376	81,156
High School Asst. Principal	73,366	74,100	74,833	75,567	76,301
Middle School Principal	76,034	76,794	77,555	78,315	79,075
Middle School Asst. Principal	72,032	72,752	73,472	74,192	74,913
Elementary Principal	74,699	75,446	76,193	76,940	77,687

Base Salary with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal	81,879	82,697	83,516	84,335	85,154
High School Asst. Principal	76,980	77,750	78,520	79,289	80,059
Middle School Principal	79,779	80,577	81,375	82,173	82,971
Middle School Asst. Principal	75,580	76,336	77,091	77,847	78,603
Elementary Principal	74,699	75,446	76,193	76,940	77,687

Master's Degree with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	82,508	83,327	84,146	84,965	85,783
High School Asst. Principal(10)	77,610	78,379	79,149	79,919	80,689
Middle School Principal(10)	80,409	81,207	82,005	82,802	83,600
Middle School Asst. Principal(10)	76,209	76,965	77,721	78,477	79,233
Elementary Principal	75,299	76,046	76,793	77,540	78,287

Ed. Specialist Degree with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	82,928	83,747	84,565	85,384	86,203
High School Asst. Principal(10)	78,029	78,799	79,569	80,339	81,109
Middle School Principal(10)	80,829	81,626	82,424	83,222	84,020
Middle School Asst. Principal(10)	76,629	77,385	78,141	78,897	79,652
Elementary Principal	75,699	76,446	77,193	77,940	78,687

Doctorate Degree with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	83,977	84,796	85,615	86,434	87,252
High School Asst. Principal(10)	79,079	79,848	80,618	81,388	82,158
Middle School Principal(10)	81,878	82,676	83,474	84,271	85,069
Middle School Asst. Principal(10)	77,678	78,434	79,190	79,946	80,702
Elementary Principal	76,699	77,446	78,193	78,940	79,687

Note: Payment for degrees added after calculation of steps but included in additional extra days by formula in spreadsheet.

Administrative Salary Schedule 1997-98 (2.25% raise)

Base Salary	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal	79,790	80,588	81,386	82,184	82,982
High School Asst. Principal	75,017	75,767	76,517	77,267	78,017
Middle School Principal	77,745	78,522	79,300	80,077	80,854
Middle School Asst. Principal	73,652	74,389	75,125	75,862	76,598
Elementary Principal	76,380	77,144	77,908	78,672	79,435

Base Salary with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal	83,721	84,558	85,395	86,233	87,070
High School Asst. Principal	78,712	79,499	80,286	81,073	81,861
Middle School Principal	81,574	82,390	83,206	84,022	84,837
Middle School Asst. Principal	77,280	78,053	78,826	79,599	80,372
Elementary Principal	76,380	77,144	77,908	78,672	79,435

Master's Degree with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	84,350	85,188	86,025	86,862	87,699
High School Asst. Principal(10)	79,342	80,129	80,916	81,703	82,490
Middle School Principal(10)	82,204	83,020	83,835	84,651	85,467
Middle School Asst. Principal(10)	77,910	78,683	79,456	80,228	81,001
Elementary Principal	76,980	77,744	78,508	79,272	80,035

Ed. Specialist Degree with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	84,770	85,607	86,445	87,282	88,119
High School Asst. Principal(10)	79,761	80,549	81,336	82,123	82,910
Middle School Principal(10)	82,624	83,439	84,255	85,071	85,887
Middle School Asst. Principal(10)	78,330	79,102	79,875	80,648	81,421
Elementary Principal	77,380	78,144	78,908	79,672	80,435

Doctorate Degree with Extra Days	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	85,819	86,657	87,494	88,331	89,168
High School Asst. Principal(10)	80,811	81,598	82,385	83,172	83,959
Middle School Principal(10)	83,673	84,489	85,304	86,120	86,936
Middle School Asst. Principal(10)	79,379	80,152	80,925	81,697	82,470
Elementary Principal	78,380	79,144	79,908	80,672	81,435

Note: Payment for degrees added after calculation of steps but included in additional extra days by formula in spreadsheet.

Administrative Salary Schedule 1998-99 (2.5% raise)

Base Salary

	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal	81,785	82,603	83,421	84,239	85,057
High School Asst. Principal	76,892	77,661	78,430	79,199	79,968
Middle School Principal	79,688	80,485	81,282	82,079	82,876
Middle School Asst. Principal	75,494	76,248	77,003	77,758	78,513
Elementary Principal	78,290	79,073	79,855	80,638	81,421

Base Salary with Extra Days

	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal	85,814	86,672	87,530	88,388	89,246
High School Asst. Principal	80,680	81,487	82,294	83,100	83,907
Middle School Principal	83,614	84,450	85,286	86,122	86,958
Middle School Asst. Principal	79,212	80,005	80,797	81,589	82,381
Elementary Principal	78,290	79,073	79,855	80,638	81,421

Master's Degree with Extra Days

	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	86,443	87,302	88,160	89,018	89,876
High School Asst. Principal(10)	81,309	82,116	82,923	83,730	84,537
Middle School Principal(10)	84,243	85,080	85,916	86,752	87,588
Middle School Asst. Principal(10)	79,842	80,634	81,426	82,218	83,010
Elementary Principal	78,890	79,673	80,455	81,238	82,021

Ed. Specialist Degree with Extra Days

	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	86,863	87,721	88,579	89,438	90,296
High School Asst. Principal(10)	81,729	82,536	83,343	84,150	84,956
Middle School Principal(10)	84,663	85,499	86,335	87,171	88,008
Middle School Asst. Principal(10)	80,262	81,054	81,846	82,638	83,430
Elementary Principal	79,290	80,073	80,855	81,638	82,421

Doctorate Degree with Extra Days

	Step 0	Step 1	Step 2	Step 3	Step 4
High School Principal(10)	87,912	88,771	89,629	90,487	91,345
High School Asst. Principal(10)	82,778	83,585	84,392	85,199	86,006
Middle School Principal(10)	85,712	86,548	87,385	88,221	89,057
Middle School Asst. Principal(10)	81,311	82,103	82,895	83,687	84,479
Elementary Principal	80,290	81,073	81,855	82,638	83,421

Note: Payment for degrees added after calculation of steps but included in additional extra days by formula in spreadsheet.

SECTION 2. Outside Experience

New administrators are to be hired at the minimum salary; consideration may be given for previous experience and training.

SECTION 3. Extended Work Year

A principal and/or Superintendent may, in extenuating circumstances, request that the principal's work year be extended at the individual's per diem rate of pay. The request shall be in writing to the principal or Superintendent and will state the reasons the time is needed. The Superintendent has the sole right to authorize such a work year extension.

SECTION 4. Travel

- A. Each administrator will receive \$400 per year in a separate accounts payable check, for travel within Macomb County.
- B. For out-of-county travel, administrators will keep accurate records of mileage. compensation will be per Board policy.
- C. Pay-outs will occur the first pay period in December.

SECTION 5. Dues

The Board of Education will pay professional dues to one national and one state organization.

SECTION 6. Tuition Reimbursement

The **BOARD** will pay 100% of the tuition cost of an administrator's graduate credit course work up to six (6) credit hours per year for 1996/97 through 1998/99 contract years. Any tuition reimbursement for graduate credit course work beyond six (6) credit hours per year must be with prior written approval by the Superintendent.

The **BOARD** will assume the cost of renewal of administrator certificate fees if the district requires such a certificate.

SECTION 7. Additional Duties

An administrator assigned the additional duties of another bargaining unit administrator caused by the long term absence of that administrator (over 20 school days) shall receive the greater amount of the difference between his/her salary and that of the absent administrator, prorated for the time assigned those duties.

ARTICLE XIV - FRINGE BENEFITS

SECTION 1. Fringe Benefits

A. Insurance - Benefits will be MESSA Unified Benefits Plan.

a.) The **BOARD** shall provide all insurance benefits listed in this Section 2 A (a) for all administrators in the bargaining unit, except for those administrators electing benefits under Section 2 A (b) below. Such benefits shall be provided, without cost to the administrator and his/her dependents, as defined by MESSA.

(1) MESSA Super Med I Health Insurance with MESSA Care Rider:
When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the principal, spouse and/or dependents eligible for Medicare.

(2) MESSA/Delta Plan B, including the 007 orthodontic rider, with no coordination of benefits, or

MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

(3) MESSA Term Life Insurance in the amount of fifty thousand dollars (\$50,000) for the administrators only. Such insurance protection shall be paid to the administrator's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

(4) MESSA VSP III Insurance including internal and external coordination of benefits.

b.) Administrators not electing insurance benefits as described in 1 A (a), above, shall be provided by the **BOARD** with the following insurance benefits. The benefits listed below shall be provided without cost to the administrators not enrolled in benefits under 1 A (a) above, and his/her eligible dependents, as defined by MESSA.

(1) MESSA Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or

MESSA Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

- (2) MESSA Term Life Insurance in the amount of sixty thousand (\$60,000) for the administrators only. Such insurance protection shall be paid to the administrator's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
 - (3) MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each administrator's spouse and five thousand dollars (\$5,000) for each dependent child as defined by MESSA.
 - (4) MESSA Plan II Vision Insurance including internal and external coordination of benefits.
- c.) The **BOARD** shall provide, without cost to the administrators, MESSA Plan II Long-Term Disability Insurance for each administrator in plans a.) and b.) on previous pages. Benefits shall be paid at sixty six and two-thirds percent (66 2/3%) of salary to a monthly maximum of twenty-five hundred dollars (\$2,500) and shall begin after the expiration of ninety (90) calendar days.
- d.) Administrators employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months.
- e.) The **BOARD** shall continue to provide insurance benefits listed on previous pages for sixty (60) days following the layoff of any administrator.
- f.) Each member of the **ASSOCIATION** shall have the option to purchase more life insurance at their own expense, limited by the terms of the carrier and/or the law.

B. Benefit Amounts

The district will expend a maximum of \$71,758 in 1996/97, \$76,781 in 1997/98, and \$82,156 in 1998/99, as calculated in an agreed upon manner, toward the total cost of the benefit packages described in this article.

Any resultant increase of less than 5% between actual cost increase and 5% percent will be accumulative over the life of this contract and will be used to offset any actual cost increase above 7% annually or 21% culminatively for 1996-97 through 1998-99 contract years.

The **BOARD** and the **ASSOCIATION** will reopen Article XIV, Section B, if the insurance premiums exceed the agreed upon maximum above listed. Further, the parties will reach an agreement on coverage and cost before additional funds are paid above the maximums listed above for each school year.

C. Benefit Eligibility

Commencement and duration of coverage, nature and amount of benefits and all other aspects of coverage shall be as set forth in the group policy and the rules and regulations of the district or carrier. The employer's only responsibility shall be payment, if required, of the premiums for benefits specified in this article.

Carrier selection, with the exception of MESSA, unless mutually agreed upon, shall remain the prerogative of the district and coverage provisions indicated may vary, but will be comparable to that agreed upon.

D. Duplication of Insurance Benefits

There shall be no duplication of insurance benefits. The employee must notify the Business Office of any personal insurance coverage or coverage from spouse's insurance plan that is a duplicate of Lakeview Public Schools' coverage. It is agreed that employees shall not knowingly cause the **BOARD** to provide insurance benefits that is a duplication of coverage held by the employee. The **ASSOCIATION** shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

E. Duration of Coverage

Subject to the terms of the contract, it is the intent of the parties that benefits provided in Article XIV shall commence per the provisions of the collective bargaining agreement. Coverage shall remain in effect continuously for the duration of this agreement as long as the individual is actively employed by the Board. Benefits shall terminate at the end of the month in which the individual last works or when the person becomes eligible for insurance coverage from another source.

ARTICLE XV - NONDISCRIMINATION

The **BOARD** shall not, directly or indirectly, discriminate against any member of the **ASSOCIATION** in regard to wages, hours, or working conditions or in the application of the provisions of this agreement by reason of race, creed, religion, color, national origin, disability, age, *gender*, marital status, political beliefs, or union membership.

ARTICLE XVI - VALIDITY OF AGREEMENT

SECTION 1.

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 and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties.

SECTION 2.

Should any article, section or clause of this 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 article, sections and/or clauses shall remain in full force and effect for the duration of the agreement.

ARTICLE XVII - DURATION OF AGREEMENT

This agreement shall be effective as of August 1, 1996, and shall remain in full force and effect until midnight July 31, 1999.

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 desires 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 gives 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 XVIII - MISCELLANEOUS

SECTION 1. Purchaser Option

An administrator may purchase, at cost, additional insurance coverage granted members of other bargaining units as long as insurance company rules permit.

SECTION 2. Consolidation

The ASSOCIATION shall be invited to meet with the BOARD to discuss any potential plans for consolidation at such time as the BOARD deems appropriate.

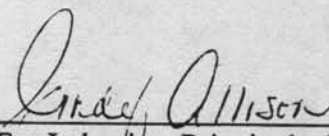
**Letter of Agreement
Lakeview Board of Education
and
Lakeview Principals Association, Inc.**

If the Lakeview Education Association, MEA/NEA, Local One, agrees to and ratifies a contract that has a different salary and fringe benefit structure, the Lakeview Principals Association, Inc. may choose which structure to incorporate into this agreement. Until the MEA/NEA Local One, contract is ratified, all provisions of this agreement shall apply. If a change is to be made, the parties will meet to agree upon how to implement the new provisions.

The parties also agree to withhold the printing of this document until the MEA/NEA Local One, and Lakeview School District agreement is ratified by both parties. The Board agrees to provide this contract on computer disk to all members of the Lakeview Principals Association, Inc., for use until such time as a printed copy is available.



For the Board of Education



For Lakeview Principals Association, Inc.

9-9-96

Date

9-9-96

Date