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6/30/2001

AGREEMENT

between

BOARD OF EDUCATION

of

LAPEER COMMUNITY SCHOOLS

and

LAPEER SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION

1998-2001

Lapeer Community Schools

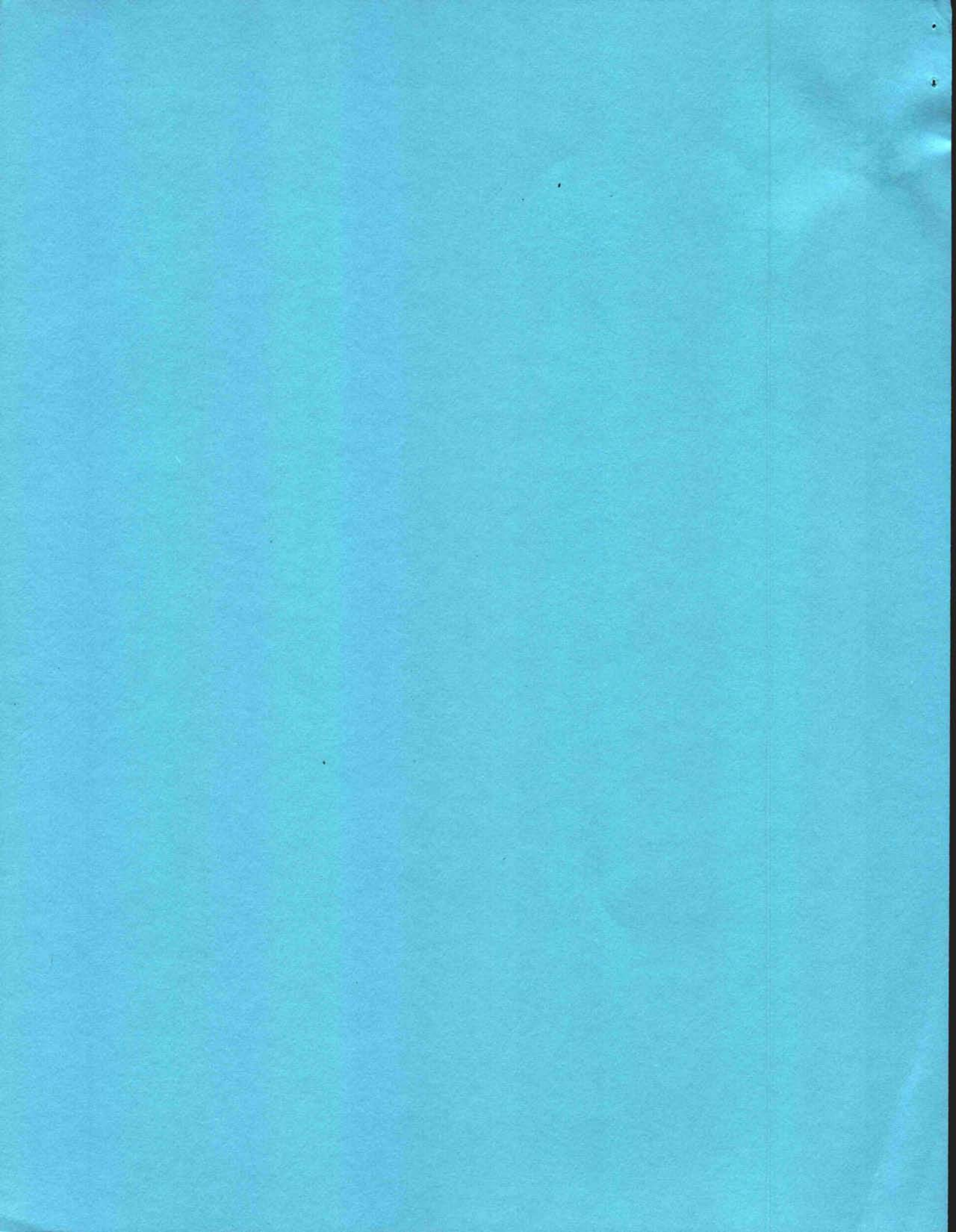
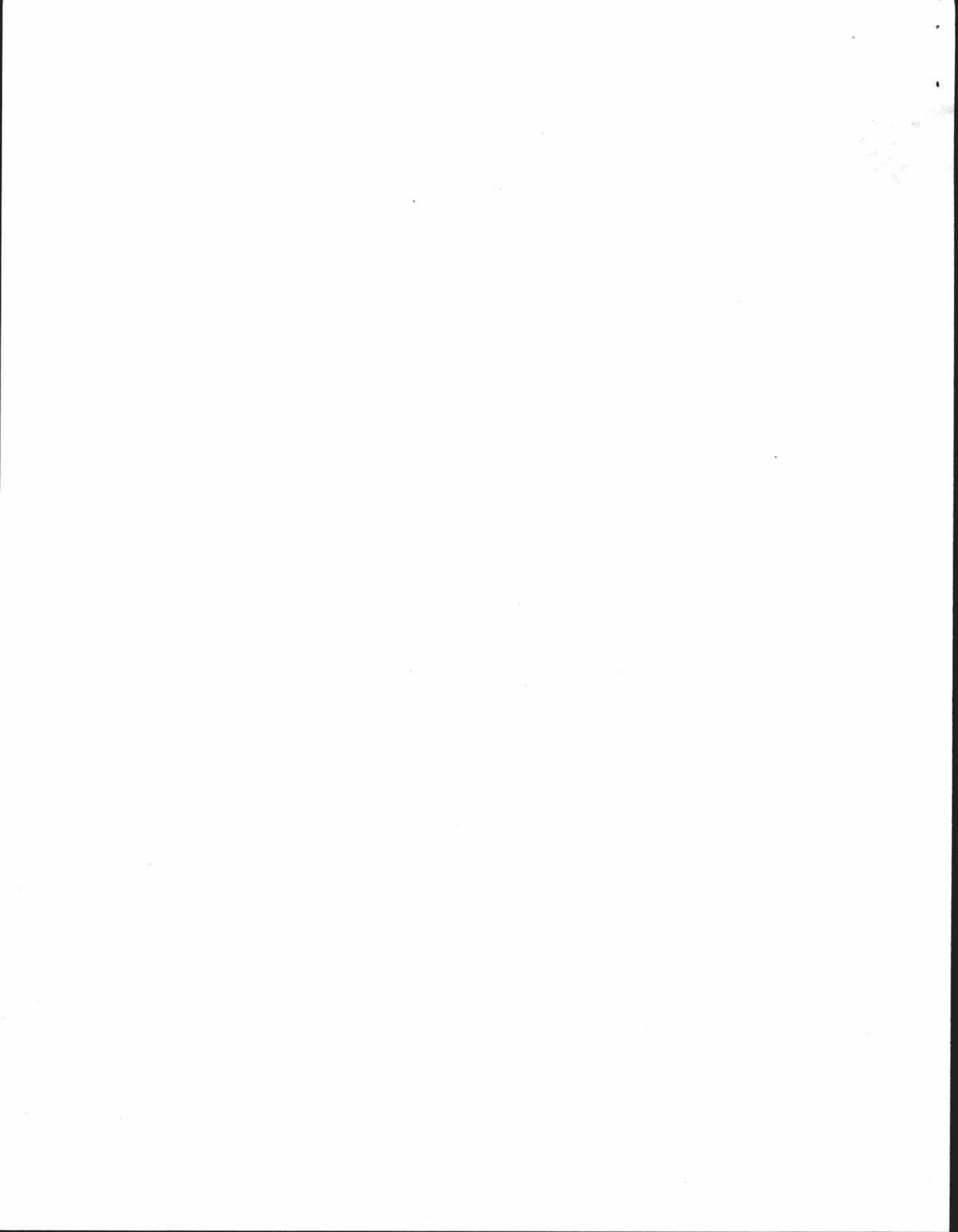
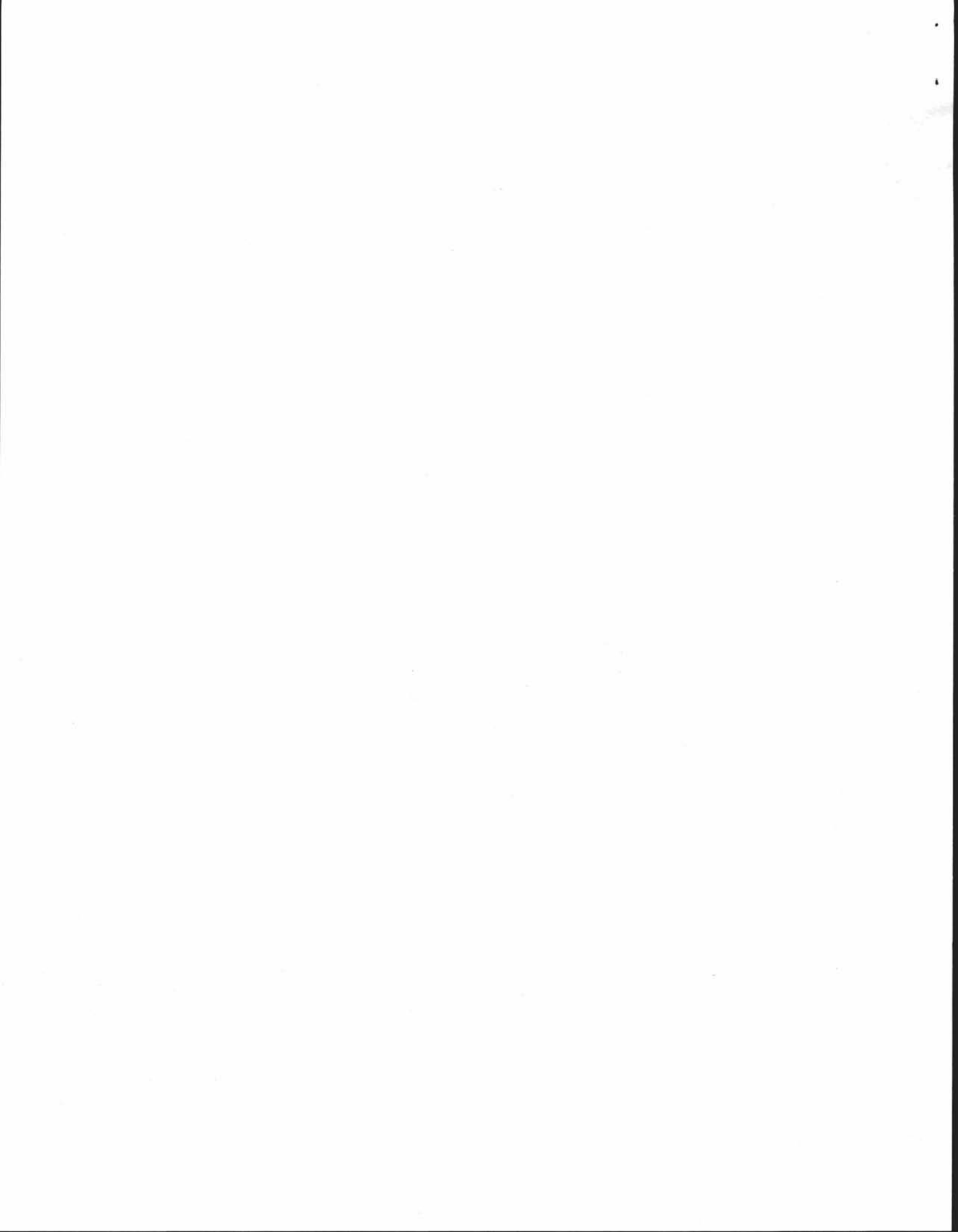


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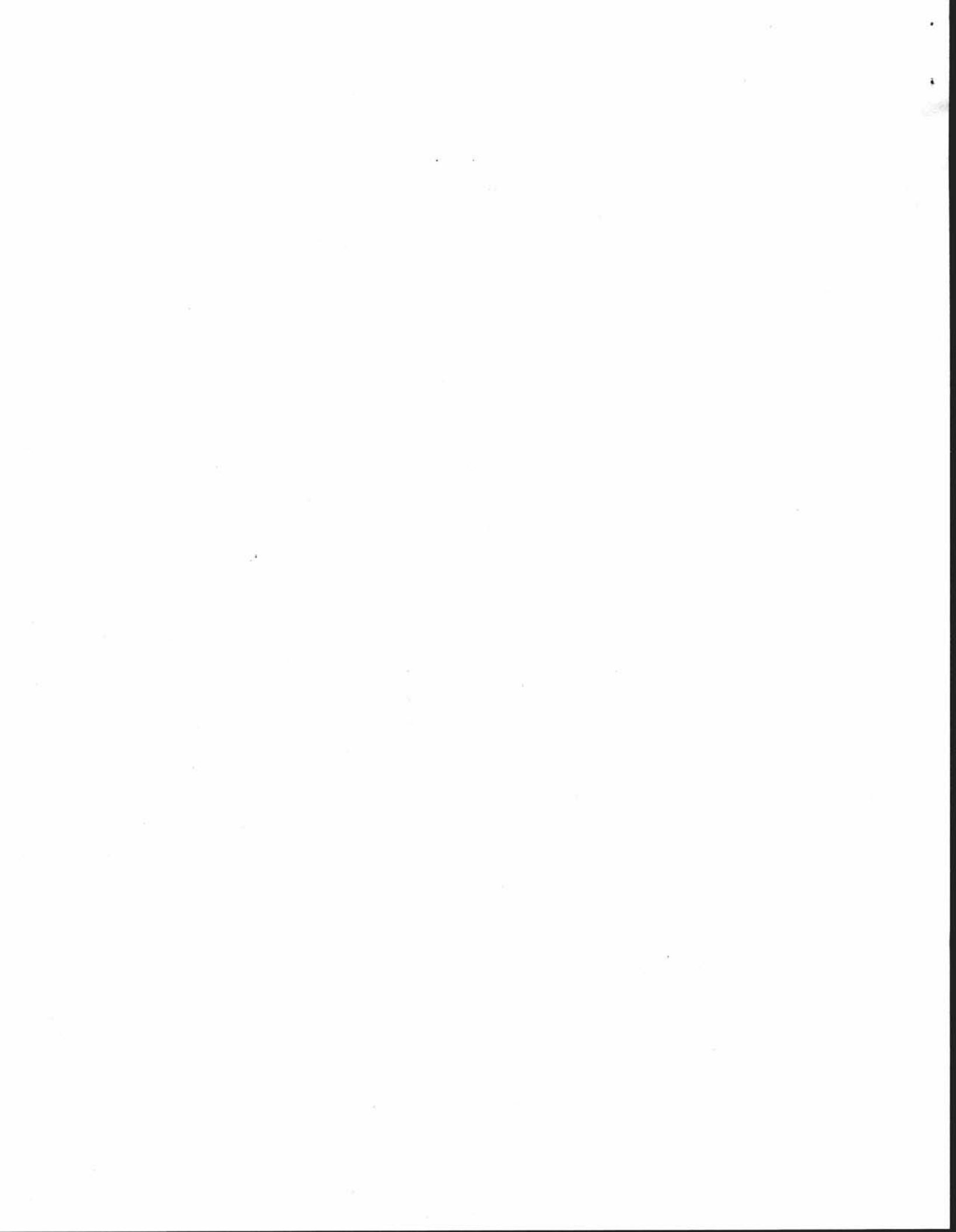
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AGREEMENT

This agreement entered into this **4th** day of **March, 1999**, by and between the Board of Education of the Lapeer Community Schools, Lapeer County, Michigan, hereinafter called the "Board" and the Lapeer School District Administrators' Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lapeer Community Schools is their mutual aim; and

WHEREAS, the Board recognizes that quality education results from quality leadership; and

WHEREAS, the attainment of the goals and objectives of the educational program of Lapeer Community Schools requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent and his/her administrative staff, and members of the Association; and

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 and conditions of employment; and

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

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

Section 1: Recognition of Association

The Board hereby recognizes the Association as the sole and exclusive bargaining representative in accordance with Act 336 of the Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 for the duration of this Agreement for a unit consisting of principals and assistant principals under contract with the Board, but excluding executive employees; the superintendent; assistant superintendents; director of community education; director of instruction; director of special student programs; director of facilities and support services; coordinator of human resources; curriculum coordinator; and supervisors, coordinators, managers of departments and programs; administrative assistants reporting to the superintendent, 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: Definitions

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

- A. **BOARD** shall mean the Board of Education of Lapeer Community Schools, or its designated representatives.
- B. **ASSOCIATION** shall mean the Lapeer School District Administrators Association.
- C. **ADMINISTRATOR** shall mean any member of the bargaining unit.
- D. **SUPERINTENDENT** shall mean the Superintendent of Schools of Lapeer Community Schools, or his designated representative.
- E. **PRINCIPAL** shall include assistant principals unless the context clearly states otherwise.
- F. In the construction of the words used in the Agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

ARTICLE II **BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

Section 1: Board Rights

Except as limited by the express provisions in this agreement, the Board retains its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or municipal regulations as they pertain to education.

Section 2: Team Management Philosophy

The Lapeer School District Administrators' Association recognizes and supports the orderly exercise of authority between its members and the Board of Education.

The Association recognizes its partnership role with the Board in providing quality education programs for students in the Lapeer Community School District and supports this team effort in obtaining such goals.

In keeping with acceptable management practices and procedures in the administration of schools, the Association shall work only through and with the cooperation of the Board and its designees in such matters as may be of mutual concern between the respective parties.

Section 3: Administrators Support

The Board recognizes that administrators are an extension of its legal authority in each of the respective buildings, and as such, supports the efforts of the administrators in the discharge of their duties as defined by Board Policy.

ARTICLE III ASSOCIATION RIGHTS

Section 1: Association Use of School Buildings

The Association shall have the right to use school buildings and facilities without charge in conformity with the Board's governing policies and regulations.

Section 2: Access of Board Information

The Board agrees to furnish to the officers of the Association in response to their reasonable request within ten (10) work days (may be extended five (5) additional work days if extenuating circumstances exist), copies of the Board's public records normally made available and which have passed the discussion stage and which cover the financial resources of the District, budgetary allocations and expenditures, hours, wages, and conditions of employment of those employees covered hereunder that shall be required by the Association in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.

Section 3: Changes in Working Conditions

Reasonable effort shall be made through existing administrative structure to elicit the opinions and recommendations from the membership of the bargaining unit and the L.S.D.A.A. president regarding major changes in working conditions.

Section 4: Planning Committees

The Board recognizes that the Administrative organization shall be represented by a proportionate number of member(s) of its choice on all planning committees on matters that affect them.

Section 5: School Year Calendar

The Board further recognizes that the Association shall have upon its request, input into the development of the school calendar provided such request can be considered timely in respect to other unit bargaining agreements or negotiations in progress.

Section 6: Special Conferences

Special Conferences for important matters will be arranged at mutually agreed times between the Association President and the Board's designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Association

and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Section 7: Communications

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

Section 8: Evaluation Procedures

The Association shall be consulted prior to any Board-initiated changes in the evaluation procedures or instruments used by members of the Association in evaluating employees outside the bargaining unit.

ARTICLE IV STAFFING METHODS AND PROCEDURES

Section 1: Appointment to Administrative Positions

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

Whenever any administrative vacancy shall occur within the positions in this bargaining unit, the Board will publicize the same in a bulletin to all administrative staff members and will include a general statement of all the duties and qualifications. The provisions below apply only to those vacancies covered in this Agreement.

In the posting and filling of all administrative vacancies, the Board and Association agree that a minimum of a Master's Degree will be required and that whenever available the North Central requirements for the vacant position will be met. It is herein agreed to by the Board and the Association that in the posting and filling of similar jobs, qualifications will be consistently maintained.

The Board reserves the right to fill a vacancy of an existing position on a temporary basis.

If a vacancy occurs during summer recess following the end of the principal's work year or prior to the beginning of the principal's work year, the vacancy may be filled on a temporary basis for up to one (1) calendar year. If a vacancy occurs prior to the end of the principal's work year the vacancy may be filled on a temporary basis for the duration of the principal's work year and for up to one (1) calendar year thereafter.

Persons already employed at the date of adoption of this contract will be exempt from above qualifications.

Interested administrators will file an application within five (5) working days following announcement of the vacancy. In filling vacancies the Superintendent may interview all applicants within the bargaining unit giving due consideration to length of service, qualifications, abilities, prior work record and to the needs of the school system. The Superintendent will continue to have the right to hire administrators from outside the bargaining unit if no applicant is selected to fill the vacancy or if no applications are received. A promotion shall mean an assignment of an employee by the Board to a position of higher salaried classification.

Whenever an administrative vacancy shall occur or a new administrative position is created which is not included within this bargaining unit, the Superintendent will advise the Association members of this vacancy or new position. Association members may request consideration for appointment to the vacancy. No procedures or restrictions contained in this Agreement shall limit the Board's right to appoint persons to these administrative positions.

Section 2: Administrative Job Descriptions

It is agreed that the Board and L.S.D.A.A. representatives will meet to mutually review and determine job description changes prior to modification of job descriptions of members of the Association. A job description will be developed whenever a new bargaining unit job is created.

Section 3: Individual Contracts

It is understood that administrators are employed on a non-tenure basis.

Administrators hired from outside the district will be on a probationary status for a period of two (2) calendar years. Administrators hired from within the district shall be on probation for one (1) year. During the administrator's probationary period, the Board shall have the right to discontinue employment as an administrator, to discipline, to transfer, to demote or to layoff the administrator for just cause.

Following the successful completion of the probationary period, administrators will be offered a two (2) year non-tenure administrative contract renewable annually. This two (2) year contract will become effective July 1st of each calendar year unless the administrator has been notified by the preceding April 1 that the contract would not be renewed.

Section 4: Transfers to Other Administrative Positions

- A. **Definition:** A transfer is defined as the movement of an administrator approved by the Board to an administrative position which does not carry a higher classification than the one in which he is currently employed.
- B. **Voluntary Transfer:** Any administrator has the right to request consideration for a transfer at any time. Changes of assignment would normally take place before the beginning of a school year or semester.
 - 1) A request for transfer may be initiated with a written request directed to the Assistant Superintendent for Human Resources with the bargaining unit

administrator providing a copy to the president of the association. A preliminary conference would be desirable but not mandatory.

- 2) Consideration will be given to the request and a decision made on the basis of the individual's desire, qualifications, years of service as an administrator, appropriate assignment available, and the needs within the district.
- 3) The final decision for transfer and/or assignment rests with the Superintendent of Schools.
- 4) Requests for transfer to open and specific positions will be acknowledged by the Superintendent within ten (10) days of receipt of the request and the administrator requesting transfer shall be granted an interview with the Superintendent or his/her designee prior to the position being filled.
- 5) The administrator requesting transfer to an open and specific position shall receive periodic reports on the progress of filling the position.

C. **Involuntary Transfers:** Any involuntary transfer shall occur in accordance with the following provisions.

- 1) It is recognized that frequent transfers without a specified purpose will be avoided.
- 2) Involuntary transfers will be reviewed with all individuals involved and with the association president prior to the final decision.
- 3) The affected individual administrators and L.S.D.A.A. President will be provided an opportunity to be heard regarding any proposed transfers.

Section 5: Reduction in Staff

If in the Board's opinion, it is ever necessary to reduce the administrative staff, it shall be on the basis of certification and length of administrative service within the district.

Section 6: Return to the Classroom

An Association member who returns to the classroom due to a reduction in staff, or involuntary transfer, shall remain on the administrative salary schedule for the duration of his/her administrative contract after which he/she shall receive the teacher's salary based on his/her educational degree and total years of experience in education.

Section 7: Return of Displaced Administrators

- A. Any administrator relieved of his/her duties because of a reduction of staff or the elimination of a position shall be offered a classroom position. Provided that the former administrator remains an employee of the school district he/she shall be offered the first administrative opening for which he/she is certified and qualified.

- B. Should the former administrator refuse the first available and offered position, the former administrator's right to the offer of an administrative position shall be extended for twelve (12) months from the date of the refusal of the first offer. After that date the former administrator shall forfeit all rights to an administrative position, provided that, should the Board choose, it may expressly extend this for an additional twelve (12) months.

Section 8: Evaluation of Administrators

All school administrators generally will be formally evaluated every two (2) years by the Superintendent/Assistant Superintendent. It is understood that the Superintendent/Assistant Superintendent will meet with each principal every school year to review progress on principal/building goals and to discuss other items pertinent to each principal's responsibilities. Each administrator evaluated will date and initial the original evaluation and be given a copy of the same evaluation. Changes in the evaluation instrument shall occur only through the negotiations process.

An administrator may attach a letter of reaction and/or clarification within ten (10) working days of receiving the written evaluation. An evaluation which the administrator considers an adverse evaluation shall be removed from the Personnel records after three (3) years provided that subsequent evaluations indicate that the previous adverse evaluation(s) is no longer pertinent.

- A. The administrator shall be evaluated only pursuant to those items in the evaluation instrument.
- B. No evaluation shall be prepared until after a conference between the affected administrator and his/her evaluator during which the proposed contents of the evaluation are discussed.
- C. The administrator shall be permitted to have an association representative present in any evaluation conference upon his/her request.
- D. No evaluation or survey prepared by persons other than the administrator's evaluator shall become a part of the administrator's personnel file without prior notification of the administrator.
- E. Administrator evaluations shall be conducted in a manner similar to other professional staff. A central administrator will be assigned to conduct the formal evaluation of the building principal (i.e. not intended to include assistant principals or other assigned building management).
- F. It is agreed and understood that concerns and/or problems relating to a principal's job performance will be reviewed with the principal prior to inclusion of said concerns and/or problems in the written evaluation.

Section 9: Dismissal and Demotions

- A. A demotion shall mean an assignment by the Board of an administrator who has completed the probationary period to a position of lower salary.
- B. Before dismissal or demotion of an Association member, during the period of his/her contract, the Board shall have rendered evidence of reasonable assistance and counsel to the employee to help correct his/her inadequacies giving rise to the underlying reasons for the contemplated action. If a new administrative assignment is made, the administrator will be paid a salary at the rate of his/her unfinished contract until such time as the contract expires. The Board's responsibility shall include, but not be limited to, the following:
- 1) There shall be provision made for acquainting the employee with his/her clearly defined inadequacies - in writing.
 - 2) Provision should be made for a reasonable period of time for correction of his/her inadequacies, with a time set for re-evaluation.
 - 3) A dismissed or demoted administrator may seek relief through the Grievance Procedure only through the Board level.
 - 4) A notice of termination of an administrator's contract shall be given to the administrator no later than ninety (90) calendar days prior to the expiration of his/her contract.

ARTICLE V ADMINISTRATOR RIGHTS

Section 1: Administrator's Personnel File

An Administrator, by prior arrangement with the Superintendent, shall be able to examine all materials in his/her personnel file which accrue or originate after he/she is employed by the District. Privileged information such as confidential credentials, letters of references from universities are specifically exempted from such review. The Superintendent shall remove marked credentials and confidential reports so marked from the file in the presence of the administrator. Any federal or state laws becoming law after the implementation of this section shall take precedent over this section of the contract.

Section 2: Complaints

The Board and Association agree with the procedure of having complaints discussed and resolved at the building and/or lowest possible level. To encourage the harmonious and expeditious resolution of school-related complaints, the Board agrees whenever a complaint is made by a non-school employee regarding an administrator or a program or an employee he/she supervises, that the person registering the complaint shall be directed to first discuss the matter fully, either by phone or in person, with the administrator involved before any other administrator or the Board passes judgment or takes action on the matter.

It is understood and agreed that if an administrator's decision is appealed to the Superintendent or his/her designee such administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda to the higher authority handling the appeal before any further administration or Board action is taken.

Section 3: Legal Assistance

Any case in which the administrator is sued as a result of any lawful action taken by the administrator within the scope of his/her employment with the district, shall be immediately reported to the superintendent. Upon request the Board shall provide adequate legal counsel provided, however, that the following conditions shall apply:

- A. Should the Board decide to take disciplinary action against the administrator for the same action for which he/she is being sued, the Board shall have no obligation to provide legal services to the administrator. It is not the intent of the Board to circumvent providing legal services by arbitrarily invoking disciplinary action;
- B. Whenever the administrator is entitled to legal services through an insurance program or by membership in a professional organization, the Board shall have the right to coordinate legal services and to limit its obligation accordingly;
- C. The Board's obligation to provide legal counsel is terminated when and if the administrator, against the recommendation of the Board provided counsel
 - 1) chooses to appeal a properly rendered court decision or
 - 2) refuses an out-of-court settlement;
- D. Whenever possible the legal services provided shall be provided through and as part of the liability insurance provided for the Board and its employees.

An administrator temporarily absent from his/her duties as a result of an assault occurring during the performance of those duties shall promptly report the assault to the Superintendent or his/her designee and workers compensation or long term disability benefits shall be immediately applied for. The administrator shall use accrued sick leave during any applicable waiting period. In the event that the affected administrator does not have sufficient accrued sick leave to cover the waiting period, the Board shall provide full pay until such time as workers compensation benefits commence or a maximum of 90 calendar days following the assault, whichever comes first.

Section 4: Professional Conferences

The Board encourages its administrators to attend professional conferences which relate to the administrative assignment and improvement of professional competencies. All conference attendance wherein leave days or reimbursements are to be provided by the Board must be approved by the superintendent. Procedures for application for approval, standards for an approval, limitations, and other pertinent considerations shall be established by Board Policy. The Superintendent shall annually meet with representatives of the Association to review budget considerations relating to the financial ability of the district to support conference attendance of

administrators. Minimally, elementary principals may attend one state conference on alternating years; secondary principals may attend one state or NCA conference per year.

Section 5: Reprimand and Discipline of Administrators

No administrator shall be reprimanded or disciplined except for just cause. All such reprimands or reports of disciplinary action which are to become a part of the administrator's personnel record 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.

An administrator may attach a letter of reaction and/or clarification within ten (10) days of receiving the written reprimand. A reprimand which the administrator considers adverse may be removed from the Personnel Records after three (3) years unless said reprimand pertains to "Unprofessional Conduct" as defined in MCL 380.1230b. Such judgment shall be made by the superintendent in conference with the administrator.

Warnings, reprimands, and suspensions are subject to the grievance procedure up through arbitration if deemed necessary by the association.

Section 6: Staff Selection and Assignment

Each building principal shall submit recommendations to the superintendent or his/her designee for the staffing needs and for the appointment, assignments, duties, and promotion or dismissal of all personnel assigned to his/her supervision.

The Board agrees that each principal or assistant principal shall have the opportunity to interview and make a recommendation concerning all personnel that are being considered for assignment to his/her building, department, or area of responsibility. (Subject to the final determination of the superintendent or his/her designee, each building principal shall have the right to make a determination regarding each staff member's specific assignment within his/her building.)

All such assignments shall be made in accordance with any other collective bargaining agreements which the Board has entered into and which concerns the subject of assignment, work schedules, transfer, etc.

Section 7: Pupil Assignment

Each building principal shall have the right to make the initial determination regarding each pupil's assignment within his/her building as long as this determination is made in accordance with the Board's policies concerning the classification and promotion of pupils.

Section 8: Association Representation

An administrator shall be entitled to association representation upon the administrator's request when the administrator perceives that disciplinary action will be imposed. Such a request and arrangement for the association representative both shall be the responsibility of the administrator.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it may be submitted to the following Grievance Procedure.

Section 2: Purpose

The primary purpose of the procedure set forth in this section is to secure at the lowest level possible prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure.

Section 3: Rules

- A. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with response to a hearing at a particular step within the specified time limits, the grievance shall be deemed automatically positioned for the appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
- B. Each grievance shall have to be initiated at Step One within five (5) work days of the occurrence of the cause for complaint.
- C. All time limits specified herein shall consist of work days providing grievance is initiated within one year of **occurrence**.

Section 4: Procedures

- A. Informal **Step One**. The parties acknowledge that it is most desirable for a Bargaining Unit member and the Board to resolve problems through free and informal communication. When requested by either party, the Association may intervene to assist in this resolution. However, should such informal processes fail to satisfy the Board and the Bargaining Unit member, then a grievance may be processed as follows:

Step Two. If the complaint is not resolved in the initial meeting, the employee may reduce the grievance to writing on a grievance form provided by the Board and present the grievance to the superintendent for a written answer. The written grievance shall be filed within ten (10) work days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the

contention of the employee and the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The superintendent will arrange a conference between the superintendent, or his/her designated representative, and the employee and Association. The superintendent shall give the employee an answer in writing no later than five (5) days after the receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Association may within five (5) work days after the answer in Step Two, appeal the grievance to the Board. The appeal shall be in writing and shall contain the reasons for the appeal. A copy of the appeal shall be sent to the Superintendent. Within thirty (30) days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved employee and/or the Association representative a reasonable opportunity to be heard. The Board shall render its decision in writing within ten (10) days after holding a hearing on the appeal.

- B.
- 1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate, less any unemployment or other compensation that he/she may have received from any source during the period of back pay.
 - 2) No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.
- C. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of the Agreement shall not be processed.
- D. Any agreement reached between the Board and the Association representative(s) is binding on all employees affected and cannot be changed by any individual.
- E. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- F. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Association may, at its option, submit the grievance to arbitration by written notice delivered to the superintendent fifteen (15) working days after receipt of the Board's answer in Step Three. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Board's last answer shall be final and binding on the Association, the employee, or employees involved, and the Board.

- G. Following receipt of the notice to arbitrate, the Association and the Board will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, the Association, within the next five (5) working days only, may apply in writing to the American Arbitration Association for arbitration under its rule.
- H. The jurisdiction of the arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issues before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.
- I. **Powers of the Arbitrator.** The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.

He/she shall have no power to establish salary scales or change any salary. His/her powers shall be limited to deciding whether the Board has violated the express Articles and Sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

It is further specifically understood that the arbitrator:

- 1) Shall have no power to substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
 - 2) Shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
 - 3) Shall have no power to rule on any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedure specified in the Teacher Tenure Act, (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).
- J. At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association, or the arbitrator, a transcript of the Hearing shall be made and furnished the arbitrator with the Board and the Association having an opportunity to purchase their own copies. At the close of the Hearing, the arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.

- K. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator, his/her travel expenses, and the cost of room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.
- L. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to court or labor board from a decision of an arbitrator.
- M. Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

ARTICLE VII

LEAVE OF ABSENCE

Section 1: Illness

- A. Administrators shall be entitled to eleven (11) Sick Leave Days per year for 45 and 46 Week Administrators and ten (10) Sick Leave Days for 42 and 43 Week Administrators. Unused Sick Leave Days may accumulate to 70 days.
- B. The Association shall be entitled to administer a Sick Bank with fifty (50) days donated by the Board as of July 1, 1976. Thereafter, the administration and replenishment of Sick Bank Days shall be at the discretion of the Association.
- C. Sick Leave Days are to be used for personal illness or disability of the administrator or similar circumstances in the administrator's immediate family.
- D. The Board and Association agree that the Board's provision of Long Term Disability insurance constitutes an agreement to permanently establish 70 days as the maximum accumulation of Sick Leave Days.

Section 2: Bereavement Leave

Absence without loss of salary for up to a total of three (3) working days in any school year for each of the categories enumerated below shall be allowed; the first three (3) days are not to be deducted from accumulative sick leave:

- A. Death in the administrator's immediate family. Immediate family shall be defined as mother, father, children, spouse, grandparents, grandchildren, brother, sister or in-laws of like relationship. If such leave is more than three (3) working days, time lost will be deducted from the administrator's sick leave. If death occurs within five (5) days prior to a working day, leave will be allowed.

- B. Two (2) working days a year for death of a friend or relative not elsewhere defined in this agreement. Such day is deductible from sick leave.

Section 3: Personal Leave

All employees covered by this agreement shall be allowed two (2) personal business days with salary per year. Personal business days can accumulate to six (6) days. Any in excess of six (6) will transfer to accumulated sick leave. Two (2) personal business days per year shall be granted all administrators with no explanation. Approval for the use of other personal business days must be requested in writing to the superintendent or his designee. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event the superintendent should be contacted by telephone prior to the absence and the request would be put in writing after return. Personal business days that do not require explanation must have notification in writing to the superintendent that the day is being used for that purpose.

Two Discretionary Personal Business Days in addition to the days described above may be used at the administrator's discretion and without any verification of purpose. These days may not be used to extend any holiday or vacation period except summer recess. These two (2) days shall be designated as "discretionary days" on the Personal Business Request Form and may not be carried over year to year.

Section 4: Personal Emergency Day

One day per year shall be allowed for personal emergency. Such leave shall be deductible from accumulated sick leave.

Section 5: Parental Leave

A parental leave without pay and fringe benefits, except as paid by the administrator, shall be granted to an administrator as provided herein. The administrator must, at least five months prior to the expected birth, submit a written request for the leave together with a statement from the attending physician stating the approximate delivery date. The administrator may be allowed to complete any portion of the school year provided she/he submits a written statement from the physician.

The administrator shall be entitled to return from such leave at the beginning of any semester within two (2) years from the date of the commencement of the leave if a vacancy exists. If a vacancy does not exist, the leave will be extended until a vacancy occurs without loss of accumulative sick leave. Upon such return the Board will make every effort to return the administrator to an assignment comparable to that held by the administrator before going on leave, although it is recognized that such assignment cannot be guaranteed. Any administrator returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence. If return is within the current school year or at the beginning of the following school year an administrator may return to the exact position unless said job has been abolished in a general instructional change. Notification must occur ninety (90) days prior to the end of the semester preceding the semester in which he/she intends to return or the position will be posted.

The Board will protect and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of actions taken or not taken by the employee for the purpose of complying with this section of the Agreement.

Section 6: Hardship Leave

It is mutually recognized that, occasionally, extenuating family or personal matters may result in the need for a hardship leave. Such a leave without pay shall be considered and may be granted by the Board for up to one year to any administrator who has been in the continuous employ of Lapeer Community Schools as an administrator for three (3) consecutive years.

In reviewing a hardship leave request, the Board shall consider both detailed information provided by the administrator substantiating the family or personal hardship and the administrator's preference regarding return to a position. Prior to approving any hardship leave, the Board will establish the administrator's rights to a position upon return.

Section 7: Leave for State or National Security

An administrator called during the school year for National Guard, reserve, or active duty necessary for the state or national security as shown by proper authority, shall be granted special leave of up to thirty (30) days for this purpose and shall be compensated for the difference between the contractual pay and that pay received for the performance of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

Section 8: Jury Duty

Any administrator summoned to jury duty shall be paid his full salary for each working day of absence providing that jury fees less mileage are refunded by the administrator to the Board.

Section 9: Military Leave

Any administrator who is called into the Armed Services of the United States, or who is activated as a member of the Reserve Forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Lapeer's administration service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

Section 10: Leave for Graduate Study

A leave of absence without pay or fringe benefits except as paid by the administrator, may be granted by the Board for up to one year's graduate study to any administrator who has been in the continuous employ of Lapeer Community Schools as an administrator for three (3) consecutive years. The administrator will be allowed appropriate credit on the salary schedule provided he/she satisfactorily completes the graduate study.

If the leave is for one semester or less, the administrator will remain in the same position upon return from leave.

If the leave is for more than a semester, the administrator will be offered a classroom position upon return. Provided that the former administrator remains an employee of the school district he/she shall be offered the first administrative opening for which he/she is certified and qualified.

Should the former administrator refuse the first available and offered position, the administrator's right to the offer of an administrative position shall be extended for twelve (12) months from the date of the refusal of the first offer. After that date, the former administrator shall forfeit all rights to an administrative position, provided that, should the Board choose, it may expressly extend this for an additional twelve (12) months.

Section 11: Professional Business Day

Reasonable time, not to exceed five (5) days per year, may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings. It is permissible to accept honoraria for such services to cover expenses and additional time required. No salary deductions will be made in such instances and no expenses will be paid by the Board. Conference attendance procedures will be followed and requests will be submitted in advance to the superintendent for approval in accord with those provisions applicable.

Section 12: Compulsory Absence

An administrator served with a subpoena resulting in involuntary absence shall be paid his full salary providing that the witness fees less mileage are refunded by the administrator to the Board.

Section 13: Benefits While On Leave

Credit toward experience as an employee of Lapeer Community Schools for salary and longevity shall be granted for time on leave for graduate study, state or national security, jury duty, and military service. Insurance benefits shall be granted during illness covered by sick leave.

No insurance or other benefits or experience credit will be granted during parental or personal hardship leaves. Administrators on these types of leaves, during which the Board does not pay the premiums on their insurance benefits, shall have the option of continuing the benefits by paying the applicable premiums themselves, provided it is done in a manner prescribed by the Board.

ARTICLE VIII COMPENSATION

Section 1: MEDICAL/DENTAL/OPTICAL INSURANCE AND OPTION PACKAGE

Administrators may have MESSA-Super Care I medical insurance. The Board-paid premium contributions for each of three (3) hospitalization/medical coverage plans (single

subscriber, two-person, and full family) for each contract year beginning with 1999-2000 shall be capped at an amount not to exceed six percent (6%) more than the prior year cap amounts. Each employee receiving medical insurance coverage shall be responsible for paying premium amounts in excess of the aforementioned six percent (6%) increase.

Specifically, maximum Board-paid monthly premiums will be as follows:

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
1 person	\$230.65	\$244.49	\$259.16
2 person	\$516.25	\$547.23	\$580.06
Full Family	\$573.51	\$607.92	\$644.40

Prior to each subsequent schoolyear, the Association may initiate discussion with the Board regarding change of benefit levels and/or carriers for the purpose of exploring ways to maintain costs of health insurances at levels that would not require employees to pay a portion of premium costs.

Section 2: Life Insurance

All members of the bargaining unit shall be provided term life insurance in the amount of \$60,000 through March 31, 1999, and shall be provided life insurance in the amount of \$100,000 thereafter. Coverage for all shall have accidental death double indemnity and disability waiver premium (or, in relation to disability, the District will continue paying life insurance premiums of disabled employees until they retire). Such coverage shall be provided effective upon first day of employment or upon ratification of this Agreement. Where it is available from the district's insurance carrier, individual employees may increase their coverage by payroll deduction at the group rates.

Section 3: Long Term Disability Insurance

All members of the bargaining unit shall be provided Long Term Disability Insurance with the following provisions:

66 2/3% of salary after 90 calendar days qualifying period

\$5,500 monthly maximum

24 hour coverage, immediate employee eligibility

24 month of health insurance premium paid from point of disability

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after 90 days, leaving sick leave accumulation for future use

Mental, nervous, drug and alcohol: These conditions covered without limitations for two years with the requirement of confinement for 14 consecutive days in each 90 day period thereafter.

Section 4: Liability Insurance

The Board shall provide liability insurance for each member of the bargaining unit of one million dollars, including coverage for corporal punishment, if available.

Section 5: Mileage Allowance

Travel expense incurred on school related business shall be reimbursed the IRS reimbursement rate.

Section 6: Professional Memberships

Individual administrators shall be reimbursed annually for the full cost for membership in a state and national professional organization appropriate to the administrator's assignment.

Section 7: Personal Property Loss

The Board will reimburse employees for any loss, damage or destruction of clothing of the employee while fulfilling professional duties and assignments, providing reasonable care has been used by the employee concerned. The Board and Association agree there shall be no duplication of benefits and such reimbursement will be determined after the employee's personal insurance coverage benefits, if any, are deducted from the amount of the claim.

Section 8: Longevity Pay

Administrators shall be awarded longevity payments at the end of the fiscal year by the schedule below based on elementary principal schedule Step 4.

10-14 years	1.40%
15-19 years	1.65%
20-24 years	1.90%
25-29 years	2.15%
30 years	2.40%

Years shall be defined as years of continuous employment in the Lapeer Community Schools in a position requiring certification.

This provision applies only to employees hired on or before September 1, 1996; employees hired after September 1, 1996, shall not receive longevity pay.

Section 9: Termination Payment

The Board agrees to provide \$1200 upon termination to administrators who have worked for the district ten (10) years. In addition, the Board agrees to provide \$120 per year above the ten year level upon termination.

This provision applies only to employees hired on or before September 1, 1996; employees hired after September 1, 1996, shall not receive termination payment.

Section 10: Salary Schedules

All administrators shall be paid on schedule as provided below.

<u>POSITION</u>	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-2001</u>
Elementary Principals			
Step 0	\$68874	\$70251	\$71657
Step 1	\$70030	\$71431	\$72859
Step 2	\$71250	\$72675	\$74129
Step 3	\$72440	\$73889	\$75367
Step 4	\$73562	\$75033	\$76534
Principals of elementary buildings with more than twenty (20) classrooms (excluding special education and special teachers) shall receive an additional annual payment of \$1000.			
High School Assistant Principal			
Step 0	\$71120	\$72542	\$73993
Step 1	\$72349	\$73796	\$75271
Step 2	\$73562	\$75034	\$76534
Step 3	\$74811	\$76307	\$77833
Step 4	\$75976	\$77495	\$79045
Junior High Principals			
Step 0	\$74660	\$76153	\$77676
Step 1	\$75957	\$77477	\$79026
Step 2	\$77256	\$78801	\$80377
Step 3	\$78548	\$80119	\$81722
Step 4	\$79787	\$81383	\$83011
Senior High Principals			
Step 0	\$79996	\$81595	\$83227
Step 1	\$81415	\$83044	\$84705
Step 2	\$82799	\$84454	\$86144
Step 3	\$84200	\$85884	\$87602
Step 4	\$85523	\$87233	\$88978

Elementary Principals with B. A. degrees cannot advance beyond 2nd step.

For administrators hired prior to March 20, 1992, who have not completed an MA + 30, \$3000 will be deducted from the above salary schedule.

Section 11: Sick Day Buyout

- A. Beginning with the 1988-89 school year the maximum accumulated sick time for all administrators is 70 days.
- B. At the end of the administrators' work year the Board shall pay for each accumulated day over 70 at the rate of \$40.00 per day. Administrators with perfect attendance shall receive \$45.00 per day.
- C. Upon termination an administrator shall receive compensation for all accumulated sick days at the rate of \$40.00 per day.

Section 12: Additional Compensation

- A. Due to responsibilities associated with being the only principal serving in an instructional unit comprised of buildings at more than one site (e.g. Hadley/Murphy and Turrill/Cramton), principals serving in such a capacity shall be annually compensated an additional amount of \$2250 which is to be equally divided into regular pays.
- B. Due to responsibilities associated with serving as principal of two (2) distinct instructional units (e.g. two annual reports, two school improvement plans, two building newsletters), principals serving in such capacity shall be annually compensated an additional amount of \$2750 which is to be equally divided into regular pays.

ARTICLE IX
NEGOTIATIONS PROCEDURES

The parties acknowledge that during the negotiations which resulted in this Agreement each has had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Negotiations shall be reopened no later than May 1 of the calendar year in which this Agreement expires.

The Board agrees to provide each employee a copy of this Agreement following ratification of the Agreement by the parties.

ARTICLE X
MISCELLANEOUS

Section 1: No Strike Clause

The Association will not engage in, authorize or encourage, either directly or indirectly, any concerted interruption of educational activities due to cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part by members of the Bargaining Unit for any purpose, and no officer or representative of the Association or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity. In the event any such strike should occur, the Association will exert every effort within its power to terminate the same forthwith.

Section 2: Superseder Clause

This Agreement shall supersede any rules, regulation or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of the Agreement shall govern.

Section 3: Period of Employment

Members of the Association shall have employment contracts designating length of employment for a given school year. The president of the Association shall be the contact person with the superintendent of schools in matters pertaining to administrator employment contracts.

Elementary Principals

- | | |
|-----------|---|
| 1998-1999 | 200 day contract (plus 4 days pursuant to "Period of Employment Letter of Agreement") |
| 1999-2001 | 202 day contract (pursuant to this section) |
| | work all days teachers are contracted to work |
| | work the 8 days immediately preceding the regular teacher work year |
| | work the 5 days immediately following the regular teacher work year |
| | May work over winter and spring recesses |

Assistant Principals

- | | |
|-----------|---|
| 1998-1999 | 205 day contract (plus 4 days pursuant to "Period of Employment Letter of Agreement") |
| 1999-2001 | 207 day contract (pursuant to this section) |
| | work all days teachers are contracted to work |
| | work the 8 days immediately preceding the regular teacher work year |
| | work the 5 days immediately following the regular teacher work year |
| | May work over winter and spring recesses |

Junior High Principals

1998-1999 215 day contract (plus 4 days pursuant to "Period of Employment Letter of Agreement")

1999-2001 217 day contract (pursuant to this section)
 work all days teachers are contracted to work
 work the 8 days immediately preceding the regular teacher work year
 work the 5 days immediately following the regular teacher work year
 May work over winter and spring recesses

Senior High Principals

1998-1999 220 day contract (plus 4 days pursuant to "Period of Employment Letter of Agreement")

1999-2001 222 day contract (pursuant to this section) and the "Period of Employment Letter of Agreement."

work all days teachers are contracted to work
 work the 8 days immediately preceding the regular teacher work year
 work the 5 days immediately following the regular teacher work year
 May work over winter and spring recesses

To assist in transition and orientation, during his/her first year as principal responsible for programs at two (2) distinct sites, a principal's work year may be adjusted as follows:

Up to twelve (12) additional work days as determined necessary by the principal to be paid at the principal's per diem rate. At the option of the principal and with the approval of the Superintendent or his/her designee, up to five (5) of these twelve (12) additional work days may be compensated utilizing compensatory time off.

Additional workdays shall be scheduled on regular workdays (i.e. Monday - Friday, no holidays) not part of the usual elementary principal work year and shall be taken in half or full day increments. With prior approval of the Superintendent or his/her designee and as a rare exception, an additional workday may occur on a weekend.

Section 4: Snow Day Work Provisions

Administrators will not be expected to work on snow days. This, however, does not preclude their responsibility from supervising activities in their buildings if activities are scheduled to be conducted without the day school program in session. Furthermore, if in the judgment of the superintendent it is in the best interest of the school district to have the administrators work, effected administrators will report on snow days and have the days reduced at the close of the school year.

Section 5: Conformity to Law

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to

be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XI **DURATION OF AGREEMENT**

Section 1: Effective Date of Agreement

This Agreement shall become effective upon the date of ratification by the Board which shall consider ratification after the ratification by the Association. Upon ratification by the Board the Agreement shall continue in full force and effect up to and including June 30, 2001.

Section 2: Continuance of Agreement

This Agreement shall continue in effect for successive one (1) year periods after July 1, 2001, unless notice is given in writing by either the Association or the Board to the other party at least sixty (60) days prior to June 30 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate.

Section 3: Impasse of Negotiations

If any negotiations described in Section 2 above reach an impasse, the procedure described in the Public Employment Relations Act shall be followed.

ARTICLE XII **BUILDING MANAGEMENT PROGRAM**

Since the Elementary Building Manager/Secondary Student Activity Supervisor program is designed to improve operations of the buildings and meet each building's unique needs, each building having such a position will develop its own roles for such positions which will be determined by the principal or others he/she may involve.

Section 1: Selection Process

The relationship between principal and manager/supervisor is critical to the success of the building operations. The selection process will be established by each building administrator provided that parents and staff are appropriately involved. Final selection of the manager/supervisor will be made by the principal. Whenever a principal changes positions, he/she may have the option of transferring the manager/supervisor to the new position if the new position has a building manager or student activity supervisor. Any building manager/student activity supervisor displaced by such transfer shall be assigned to the resultant vacancy.

Section 2: Evaluation of the Manager

The building administrator will be responsible for the evaluation of the manager/supervisor. Evaluations will occur at least every two (2) years. If work is deemed unsatisfactory, and improvement does not occur after sixty (60) days, the position will be reposted.

Section 3: Job Security

It is agreed that no current L.S.D.A.A. member will be laid off, displaced, transferred, or demoted due to the implementation of building manager/supervisor positions.

Section 4: Work Load

Mutually agreeing that the position of building administrator entails multiple and demanding responsibilities not always reflected in job descriptions and in consideration of the increasing demands of site-based decision making, no building administrator will be assigned any District-wide responsibility previously considered a Central Office duty unless on a voluntary basis.

Section 5: Assignment of Supervisory (Resource) Staff

Every effort will be made to ensure that the long-range plan is to equitably assign supervisory (resource) staff to individual buildings.

Section 6: Long-Range Plan

The long-range plan shall be to both provide improved and readily accessible building management services to staff, parents, and students, and also to allow the principal to concentrate his or her time on administrative responsibilities. At the elementary level the goal is to provide all the appropriate administrative, management, clerical, and office coverage services needed at each building while staying within the unit-cost base parameters established for these services in 1993-94 for all the elementary sites collectively. At the secondary level the plan and goal shall be the same, but the unit-cost parameter shall be on an individual building basis using 1993-94 as the base year with each building principal determining the specific positions needed to fulfill the long-range plan.

IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be executed in their names by their duly authorized representatives on this **4th day March, 1999**.

**BOARD OF EDUCATION
LAPEER COMMUNITY SCHOOLS**

**LAPEER SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION**

Arthur R. Sieting, President

President

Pat Lamoreaux, Secretary

Secretary

