

LEADS

July 1, 1999 - June 30, 2001

Livonia Board of
Education

and the

Livonia
Educational
Administrators

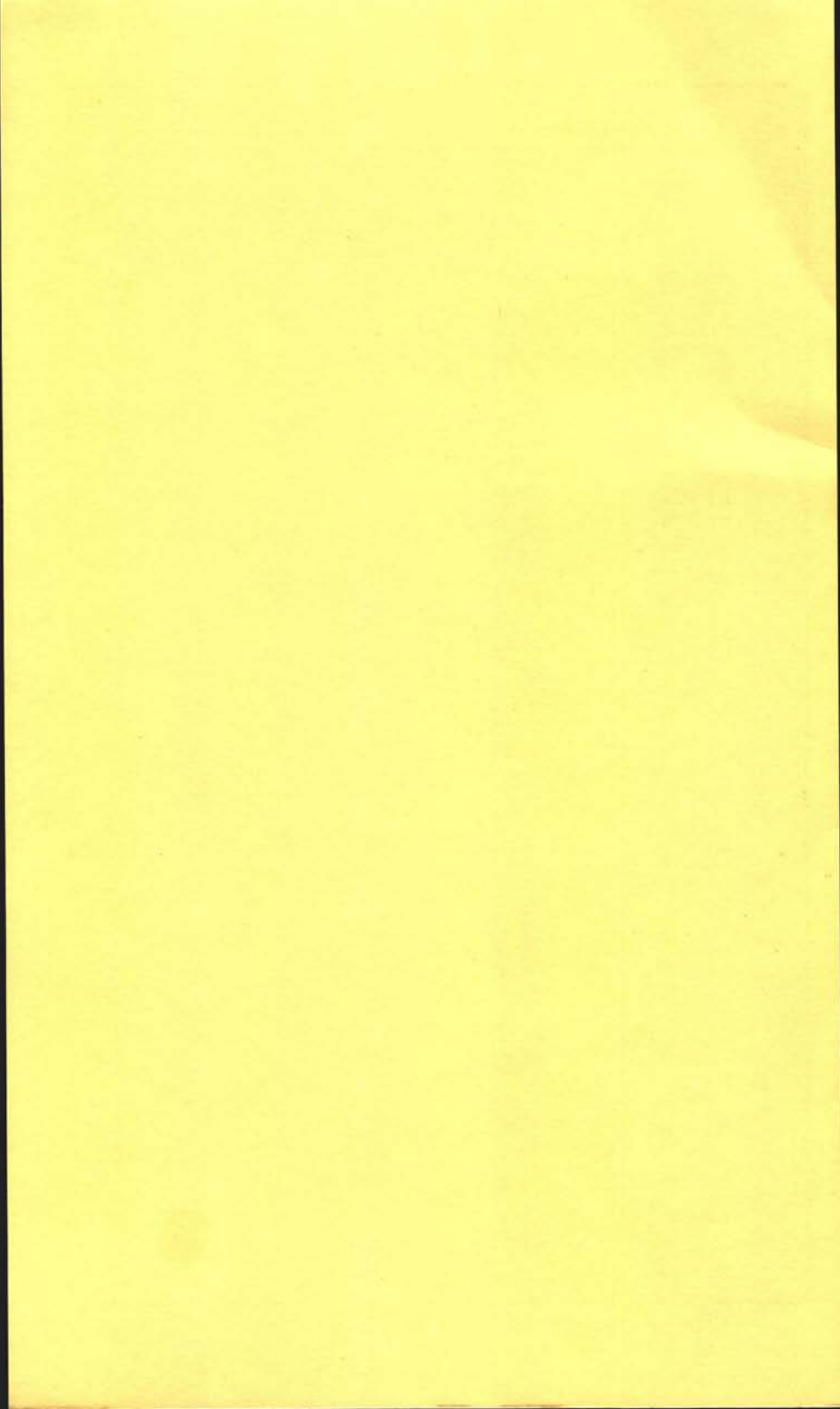
Collective
Bargaining
Agreement

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Scoville Public Schools



**Professional Agreement
between the**

LIVONIA BOARD OF EDUCATION

and the

**LIVONIA EDUCATIONAL ADMINISTRATORS
COLLECTIVE BARGAINING AGREEMENT**

(LEADS)

July 1, 1999 - June 30, 2001

**Livonia Public Schools
Livonia, Michigan**

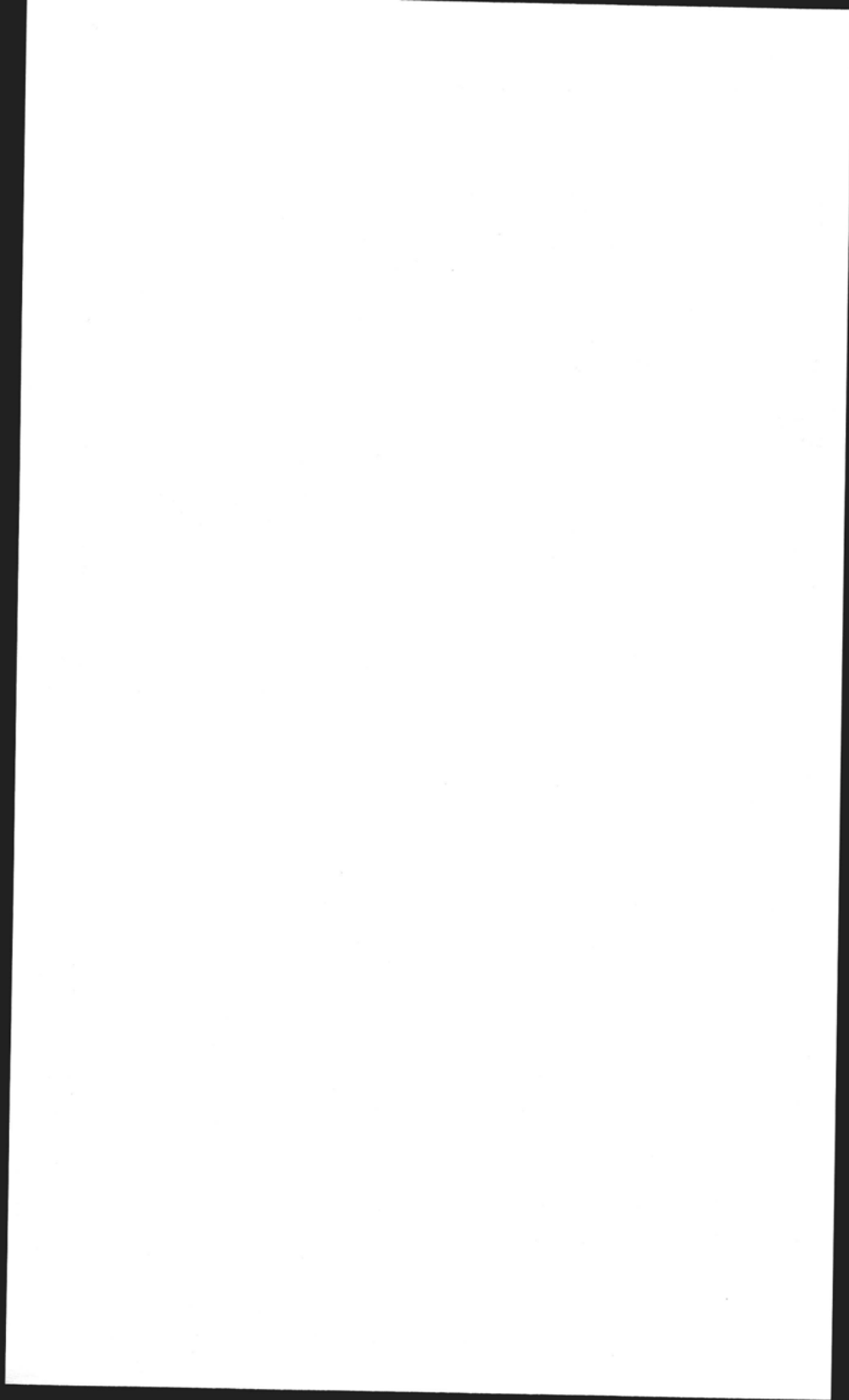


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**LIVONIA BOARD OF EDUCATION
and the
LIVONIA EDUCATIONAL ADMINISTRATORS**

THIS AGREEMENT, entered into this 17th day of January 2000, is by and between the **BOARD OF EDUCATION OF THE LIVONIA PUBLIC SCHOOLS**, hereinafter called the **BOARD**, and the **LIVONIA EDUCATIONAL ADMINISTRATORS**, hereinafter called the **ORGANIZATION**.

WITNESSETH:

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

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

ARTICLE I - RECOGNITION

Section 1. Recognition of Association

The BOARD hereby recognizes the ORGANIZATION to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all school administrators employed by the Livonia Public Schools but EXCLUDING Superintendent of Schools, the Superintendent's Cabinet, supervisors of operational services, and all other employees covered by Collective Bargaining Agreements.

When a new, non-classroom position is created requiring certification, the ORGANIZATION has the right of review before the posting is circulated.

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. Scope of the Agreement

It is mutually acknowledged that this Collective Bargaining Agreement represents the complete Agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be a part of such Collective Agreement.

Section 4. Definitions

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

- A. **BOARD** shall mean the Board of Education of the Livonia Public Schools or its designated agents.
- B. **ORGANIZATION** shall mean the Livonia Educational Administrators (LEADS).
- C. **ADMINISTRATORS** shall mean any member of the bargaining unit.
- D. **SUPERINTENDENT** shall mean the Superintendent of Schools of the Livonia Public Schools or his designated agents.

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

Section 5. Special Conferences

The Superintendent and the ORGANIZATION shall meet during the school year, upon the request of either party, to discuss matters relating to this Agreement or any other collective bargaining subject. The time and place of all such meetings shall be mutually agreed upon, and those administrators attending shall be excused from any of their duties that may conflict with the holding of any such conference if the conference is held during school hours.

Section 6. Nondiscrimination

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

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

Rights of the BOARD

The ORGANIZATION recognizes that the BOARD has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, except where expressly limited by the provisions of this Agreement. This authority shall include, but not be limited to, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the BOARD.
2. Hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their suspension, demotion, layoff, or dismissal, and to promote and transfer all such employees.
3. Determine the services, supplies, and equipment necessary to continue its operations, and to institute the means, methods, and processes of carrying on the work, and to institute new and/or improved methods or changes therein.
4. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
5. Determine the size of the management organization, its functions, authority, amount of supervision, and table or organization, provided that the BOARD shall not abridge any rights of employees as specifically provided for in this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof, and in conformance with the constitution and laws of the State of Michigan, and the laws and constitution of the United States.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this Agreement.

ARTICLE III - ORGANIZATION RIGHTS

Section 1. ORGANIZATION Use of School Buildings

The ORGANIZATION may use school building facilities for its proper business activities without charge during the regular hours of the custodian upon notification to the Superintendent's office, provided the use shall not interfere with other scheduled activity in the building specified.

Section 2. Access to BOARD Information

The BOARD agrees to make available to the ORGANIZATION, upon request, such data as it may possess at the time concerning the financial resources of the District, cost of programs, and any other information upon a subject which the BOARD is obligated to bargain, together with any information it may possess which is relevant and material to the processing of any grievance. It is understood that the foregoing shall not be construed to require the BOARD to compile information or statistics not already compiled. Original records of the foregoing specified information are to be examined only at the office of the BOARD. If the ORGANIZATION requests copies of any such material, then the ORGANIZATION agrees to reimburse the BOARD for actual extra expense incurred in furnishing such copies.

Section 3. ORGANIZATIONAL Leave Days

The ORGANIZATION shall be granted up to twenty-five (25) days released time per year for use by administrators participating in professional organization activities and conferences. If a substitute is required for the use of these days, then the ORGANIZATION shall reimburse the BOARD for the cost of the substitute. Any absence of a particular administrator will need to be approved by the immediate supervisor and Superintendent at least one (1) week in advance of the absence. No individual may use more than five (5) of these days without approval of the appropriate director.

Section 4. Dues Deduction and Agency Shop

- A. The BOARD agrees to deduct from administrators' salaries the regular, periodic usual dues of the ORGANIZATION upon individual authorization by said administrators. Administrator authorizations shall be in writing. See Addendum A.
- B. The deduction of membership dues shall be made in ten (10) equal installments, beginning with the first paycheck of each new year, and the BOARD

agrees to promptly remit to the respective ORGANIZATION all monies so deducted, accompanied by a list of the administrators' names from whom such deductions have been made and the amount of the deduction. Any administrator beginning work after the opening of school or resigning his/her position, receiving a leave of absence or otherwise terminating his/her employment after the opening of school shall be charged only the amount of dues or representational fees as a portion of the individual administrative year worked.

The ORGANIZATION shall, at least forty-five (45) days prior to the beginning of the LEADS' fiscal year, give written notification to the business office of the amount of its dues which are to be deducted in that school year under such authorizations. For the purpose of this Article, the term "school year" shall mean the twelve (12) month period beginning January of each year. The ORGANIZATION accepts full responsibility for the authenticity of each authorization and shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any actions taken or not taken by the District under the terms of this Section.

C. Financial Responsibility: It is recognized that because of religious conviction or otherwise, some administrators may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the ORGANIZATION. To this end, in the event an administrator shall not join or remain a member of the ORGANIZATION and execute an authorization for dues deduction in accordance with this Article, such administrator shall cause to be paid to the ORGANIZATION a sum established by the ORGANIZATION to cover the cost of negotiating and administering this contract. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due, the ORGANIZATION shall notify the Superintendent in writing. Failure of an administrator to join or continue to be a member of the ORGANIZATION or pay the representation fee provided above shall result in the administrator being suspended for a period of five (5) days without pay each year. The refusal of the administrator to contribute fairly to the costs of negotiations and administration of this and subsequent Agreements as herein required is recognized by the parties as reasonable and just cause for such suspension.

D. The foregoing provisions of this Section 4 shall remain in full force and effect only so long as the ORGANIZATION remains an independent ORGANIZATION and not affiliated with or merged into any other professional or labor organization.

E. This Article shall be subject to the provisions of all state laws. In the event that this Article should be challenged through the Tenure Commission, the Michigan Employment Relations Commission, or the Courts, the ORGANIZATION will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the BOARD. If this Article shall be found to violate law, the ORGANIZATION shall be responsible for any loss or damage, including back pay, awarded by the Courts.

ARTICLE IV - ADMINISTRATIVE EMPLOYMENT CONDITIONS

Section 1. Appointment to Administrative Positions

- A. When school is in session, vacancies for administrators' positions will be publicized, including posting of such notices in each school and the central office. The ORGANIZATION and the BOARD may agree not to post a position. At times when school is not in session, a copy of such postings will be furnished to the ORGANIZATION'S membership by regular mailing to the person's address of record. A vacancy is an opening in LEADS which the BOARD desires to fill.
- B. No vacancy will be filled, except on a temporary basis, until such vacancy has been publicized, including posting, for at least ten (10) days. When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should he/she be excluded from consideration for regular appointment. He/she shall be required to apply and follow the same procedures as other applicants for regular appointments. A position may not be filled on a temporary basis beyond the end of the then current school year, unless mutually agreed to by the ORGANIZATION and the BOARD. Any person appointed to a temporary position will be named as an "acting" administrator and shall be a member of the ORGANIZATION.

If there is less than a one year break between the time an individual has served as an "acting" administrator and the time he/she is selected to a regular administrative position, then the person will receive seniority and salary credit for the time spent in the acting role.

- D. Any qualified person may apply in writing for vacancies which are posted. The specific vacancies may not always be known at the time of the posting, thus necessitating a posting of a general nature such as "elementary principal". All applications shall be in writing and conform to the requirements of the posting.
- E. A screening committee shall be appointed by the Superintendent to screen all applicants for such vacancies. The ORGANIZATION will recommend its members for service on the committee. The screening committee shall have one (1) more cabinet level administrator than administrators from other levels. Material reviewed would include: (1) letter of application; (2) transcripts of graduate credit; (3) up-to-date credentials for out-of-District applicants, including letters of recommendation; (4) review of experience appropriate to

the position; (5) any test scores which may be available; and any other information they may wish to submit. All other things being equal, administrators within the District will be preferred in the filling of vacancies. All other things being equal, persons with the most seniority as administrators will be preferred in the filling of vacancies.

The screening committee will attempt to identify three (3) or more candidates for each position posted. The personnel office will be responsible for notifying in writing the individuals who have been eliminated from further consideration. Those candidates within the school district who have been eliminated shall be notified prior to beginning interviews and shall be issued an invitation to discuss with the committee chairperson the reason for elimination.

- F. An interviewing committee shall be appointed by the Superintendent. The ORGANIZATION will recommend its members for service on the committee. At least five (5) people will be on the interviewing committee when the position to be filled is a line position. Central Office cabinet shall have one (1) more member on the interviewing committee than other District administrators. The overall make up of the committee is left to the discretion of the Superintendent who may add appropriate representation for the position to be filled. The membership of the interviewing committee may be the same as that of the screening committee. The interviewing committee will have available from the screening committee information gathered from each candidate being interviewed. They may request additional information such as further recommendations and formal evaluations which have been shared with each candidate.

The interviewing committee will recommend to the Superintendent those candidates considered qualified for the position. This may be a larger number than the positions available. In this case, the committee may rank the qualified candidates. The Superintendent may select from this list or request more candidates. The list will be considered valid for appointments to positions which may become vacant during the ensuing school year. In the event the interviewing committee feels they cannot recommend a sufficient number of candidates from those interviewed, they shall charge the screening committee with identifying further candidates. The personnel office is responsible for notifying all candidates of the recommendation of the committee and to invite the unsuccessful candidates who are currently employed by the Livonia Public Schools to discuss the reasons for the recommendations of the committee.

- G. The BOARD makes final decisions on the employing of all personnel. The BOARD has the right to reject the recommendation of the Superintendent

and in such cases should ask him to submit another recommendation. In the event that the BOARD should reject the recommendation of the Superintendent, the candidates so rejected may request a conference with the Superintendent to discuss the reasons for the rejection. An administrator shall have the right to request reassignment to a vacant position previously held by that administrator. The administrator can submit a transfer request at any time to be kept on file. Such request will be acted upon prior to the screening of any potential new applicants.

- H. Nothing herein contained shall be subject to the grievance procedure and the recourse for any administrator who believes himself/herself aggrieved shall be a conference with the Superintendent.

Section 2. Requests for Transfers

- A. The BOARD reserves the right to assign administrators to any position in the District for which they have been considered qualified under Article IV, Section 1 of this Agreement. A transfer is defined as a change in assignment bearing the same title and at the same organizational level, that is, elementary principal to elementary principal in a different building. A change to a different organizational level, requiring different background or skills, such as middle school principal to senior high principal, is not considered a transfer. Any transfer which causes either an increase or decrease in salary because of load factors or length of the work year is not to be considered either a promotion or demotion.
- B. Any administrator may make a request to the Superintendent for a transfer for the following year. The request shall be in writing, may be limited to one particular assignment or may indicate only the general kind of assignment desired. If an administrator or supervisor applies for a transfer and such request is denied, he/she may request a conference with the Superintendent to obtain the reasons for such a denial. The decision of the Superintendent shall not be subject to the grievance process. Failure to observe the stated procedures, on the other hand, shall be grievable.
- C. Except in unusual circumstances, an involuntary transfer will be made only after written notification at least thirty (30) days before the end of the school year preceding the school year in which the transfer is to be effected. The Assistant Superintendent for Personnel will discuss any involuntary transfer with the ORGANIZATION and the individual affected prior to written notification. It is recognized that a vacancy, created after the above date, would be considered an unusual circumstance. In making involuntary assignments and transfers, the convenience and wishes of the individual administrator will be honored to the extent that these considerations do not

conflict with the instructional requirements and best interests of the school system and the pupils. To the extent possible, the BOARD agrees to notify the administrator of alternative vacant assignments prior to filling such vacancies with the other eligible administrators.

- D. When an involuntary transfer is necessary for other than reduction in force, then the administrator being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the administrator, the explanation shall include a specific identification of observed weaknesses with suggestions for correction, including resources available to assist the administrator in doing so, if requested.
- E. If the administrator objects to such an involuntary transfer for the reason given, the dispute may be resolved through the grievance procedure.

Section 3. Evaluation of Administrators

Evaluation of administrators is subject to the following:

- A. All administrators will be evaluated by the appropriate Director or the Assistant Superintendent for Instruction.
- B. Administrators' evaluation timetable shall be as follows: All probationary administrators and those new to a position shall be evaluated at least once every year for the first two (2) years. All other administrators shall be evaluated at least once every three (3) years.

Administrators receiving unsatisfactory evaluations for the first time at the end of an individual two-year contract may receive at least a one-year contract with individual assistance.

C. Preparation

- 1. Responsibility: The appropriate Director or the Assistant Superintendent for Instruction is ultimately responsible for assessment of all administrators in the department. While the responsibility for the assessment cannot be delegated, the Director or Assistant Superintendent for Instruction may seek information and assistance from other appropriate personnel. Except in unusual circumstances, in those situations where information and assistance from other personnel is used, the administrator must be informed about the source of the information or assistance. This may mean other administrators directly assigned to the Superintendent's office, or in the case of assistant principals, appropriate personnel would include the building principal.

2. **Assessment Criteria:** The Director or the Assistant Superintendent for Instruction will prepare the Assessment of Administrative Performance by using this document as a guideline. This assessment is the evaluation of the individual's performance.
3. **Documentation:** The Director or the Assistant Superintendent for Instruction will use the Assessment of Administrative Performance form which identifies either recognized strengths and/or contributions or areas identified for improvement.
4. **Initial Distribution:** The Director or the Assistant Superintendent for Instruction completes and signs a copy of the Assessment of Administrative Performance form. He/she forwards a copy by February 1 to the individual being rated.

D. Process Sequence

1. **Initial Acknowledgement:** The person being assessed will sign the copy indicating that he/she has seen the report and will return it to the Director or the Assistant Superintendent for Instruction within three (3) days of receipt of the report.
2. **Conferences:** A conference will be scheduled any time either when the Director, the Assistant Superintendent for Instruction, or the individual being rated requests a conference within the three (3) day limit.
 - a. Following the conference with the Director or the Assistant Superintendent for Instruction, the person being assessed will return the signed copy indicating that he/she has seen the report.
 - b. Following the conference with the Director or the Assistant Superintendent for Instruction, if the person being assessed feels that the assessment does not properly reflect his/her performance and competency, he/she may attach a statement to the evaluation.

ARTICLE V - ADMINISTRATOR RIGHTS

Section 1. Open Personnel File

It shall be the right of any administrator to examine his/her official personnel file upon request. Before any negative or adverse material is placed in the member's file he/she shall be given the opportunity to read, attach an answer in writing, and sign such material. It is understood that university credentials, medical and psychological evaluations, professional and personal recommendations are not subject to examination and may be removed. All descriptions of administrative performance which are a part of an official personnel file shall be open to examination by the subject administrator.

Section 2. Staff Selection and Adjustment

- A. The BOARD agrees that each administrator shall have the opportunity to interview, when possible, and make a recommendation concerning all personnel, certified and non-certified, that are being considered for assignment to his/her building or department.
- B. Subject to the final determination of the Superintendent, each building principal shall have the right to make a determination regarding each staff member's assignment within his building. Such assignment shall be made in accordance with any other collective bargaining agreements which the BOARD has entered into and which speaks on the subject of assignments, work schedules, transfer, etc.

Section 3. Complaints

In order to encourage the harmonious and expeditious resolution of complaints about an administrator, the BOARD agrees that any complaint by an individual directed toward an administrator which is deemed serious enough to become a matter of formal record shall be promptly called to the administrator's attention. In most cases, the person making the complaint should be encouraged to discuss the complaint with the administrator involved. The person receiving the complaint will determine whether or not this is advisable in the specific instance. Should formal action against the administrator result from the complaint, the administrator is entitled to know the nature of the complaint and its source prior to that action being taken. It is understood that if the complaint concerns a decision of an administrator which is being appealed to a higher authority, such administrator shall be given an opportunity to provide background information prior to that decision being reversed, provided the administrator is available.

Section 4. Discipline, Discharge or Demotion of Administrators

No administrator shall be disciplined, demoted, or discharged except for just cause, which action shall be subject to the grievance procedure.

Section 5. Individual Contracts

Notwithstanding any other provision of this Agreement to the contrary, it is agreed that, 1) each administrator employed by the District having served a one (1) year probationary period and having five (5) years or more administrative experience in the District shall be employed with a two (2) year firm individual contract for the same or similar position and shall not be removed from that same or similar position during the life of the individual contract except for just cause including the provisions of Sections 6 and 7 (layoff) of this Article, and 2) each administrator with less than five (5) years, or administrators who receive an unsatisfactory evaluation, shall be employed with a one (1) year individual contract and shall not be removed from that same or similar position during the life of said individual contract except for just cause including the provisions of Sections 6 and 7 (layoff) of this Article provided it is agreed that the BOARD shall have no obligation to renew any administrator's contract at the expiration of said contract and such action shall not constitute discipline, discharge or demotion under Section 4 of this Article. An administrator in a new administrative position may be returned to his/her former administrative position or a like position thereto for the second year and he/she shall be paid the salary applicable to the position at which he is actually working.

As provided by M.S.A.15.4132(3), a notification of non-renewal of contract of a person may be given only for a reason that is not arbitrary or capricious. The BOARD shall not issue a notice of non-renewal unless the affected person has been provided with not less than 30 days' advance notice that the BOARD is considering the non-renewal together with a written statement of the reasons the BOARD is considering the non-renewal. After the issuance of the written statement but before the non-renewal statement is issued the affected person shall be given the opportunity to meet with not less than a majority of the BOARD to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under section 8 of Act No. 267 of the Public Acts of 1976, being section 15.268 of the Michigan Compiled Laws. The failure to provide for a meeting with the BOARD or the finding of a court that the reason for non renewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional 1-year period.

Section 6. Reduction of Personnel

Should the BOARD determine it is necessary to reduce the number of administrators by layoff of employment, the following procedures shall prevail:

- A. Every administrator who has satisfactorily completed the probationary period under the Michigan Tenure Act shall have tenure as a teacher in the Livonia Public Schools. Any necessary reduction of administrative personnel shall mean the administrator so affected will be reassigned to a teaching position for which he/she is certified and qualified unless he/she becomes eligible for reassignment to another administrative position as herein provided. Any such necessary reassignment of position shall not contravene the administrator's right to his/her contractual salary for the period of his/her current contract.
- B. It is the intent of the BOARD to give at least ninety (90) days notice of administrative reassignment prior to the expiration of the current school year. If conditions do not permit such notification, the right of the BOARD to make such necessary reassignments is not altered, any administrator to be reassigned to other than an administrative position shall be notified by the BOARD at least ninety (90) days prior to the expiration of the current school year.
- C. Any administrator serving on a temporary basis in any administrative position shall be the first to be subject to reassignment. Regularly assigned administrators needing reassignment because of reduction in a different position or at a different level may apply for the position so vacated according to Article V, Section 7.
- D. If reductions are necessary, then, on recommendation of the Superintendent, the BOARD will designate the administrator(s) to be reassigned. This designation shall be in the order shown on the LEADS Reduction Seniority List. Position on said list shall be determined by years in position at any given level. In the event of a tie, the order will be based upon the qualifications of all administrators currently having the same title and at the same organizational level as that in which the reduction is to be made.
- E. Assessment of administrators' qualifications, as mentioned in "D" above, will be based on the following priority factors:
 1. administrator's years in the position in the District;
 2. total administrative years of experience in the District;
 3. total administrative years of experience at the level in question in the District;
 4. total years of teaching and administrative experience in the District;

5. evaluation of administrative performance; and
6. In the event the previous five (5) criteria do not break a tie in seniority, a drawing will immediately be held to determine an individual ranking.

The phrases "administrative years in position" or "administrative years in the District" refer to experience in the Livonia Public Schools as well as other Districts which may have been annexed in the past.

- F. Reductions of personnel shall be by title and organizational level as provided in paragraphs D and E above. The organizational levels and titles are:

| LEVEL | TITLE |
|-----------------------|--------------------------------------------------------------|
| (1) High School | High School Principal/Asst. Principal/Athletic Administrator |
| (2) Middle School | Middle School Principal/Asst. Principal |
| (3) Elementary School | Elementary School Principal/Asst. Principal |
| (4) Coordinator | As designated in each position |
| (5) Special Education | Special Education Principal/Asst. Principal |

- G. A bumping seniority list shall be constructed based on the following concepts:

| TITLE | SENIORITY |
|---------------------------------------------------|---------------------------|
| (1) Principal* | 2.0 per year in position |
| (2) Coordinator | 1.75 per year in position |
| (3) Assistant Principal | 1.5 per year in position |
| (4) Athletic Administrator | 1.5 per year in position |
| (5) Special Assignments (other than temporary) | 1.0 per year in position |

** and C.O. administrative experience in current Grade 18 or above.*

The bumping seniority list, based on the above formula, will be used to determine the bumping rights of displaced administrators.

1. A principal may bump an assistant principal if the principal has more seniority based on the above formula.
2. An assistant principal may bump another assistant principal if he/she has more seniority based on the above formula.
3. A coordinator may bump another coordinator in a different title if the coordinator has previously satisfactorily held the position in question for a period of one (1) year, provided he has more seniority based on the

above formula. A coordinator may bump an assistant principal if the coordinator has previously satisfactorily held an assistant principal or principal position for a period of one (1) year, provided he has more seniority based on the above formula. A coordinator who has previous satisfactory experience of one (1) year or more as a principal at a given level may bump a principal in the level he/she held if he/she has more seniority as a principal than the principal he/she is bumping.

4. In applying the above provisions, if there are two (2) or more positions the administrator may bump to, the BOARD will select the position to which the individual is to be assigned.

H. Individuals on temporary assignments or sabbatical leaves will continue to accrue seniority in the position they previously held.

Section 7. Return of Displaced Staff Members

An administrator previously displaced due to reduction in staff shall be given priority for four (4) years over a new hire for reinstatement to the same position or to any administrative or supervisory vacancy in LEADS for which he/she is qualified with the further provision that this period shall be extended for one (1) additional year upon written request by the administrator submitted at least thirty (30) days prior to the expiration of the fourth year. The interviewing committee mentioned in Article IV, Section E, shall recommend whether the administrator is qualified.

The return of displaced staff members shall be based on the reverse order of the layoff; i.e., the last laid off will be the first to be recalled to the level and position previously held.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a complaint by an administrator, group of administrators, or the ORGANIZATION, in its own name alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. It is understood that the term "grievance" shall not apply to any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency. Before resorting to the grievance procedure, an informal settlement between the administrator and his/her immediate supervisor will be attempted.

Section 2. Procedure

A. Step One.

An administrator shall present his/her complaint in writing to his/her immediate supervisor within twenty (20) business days after he/she has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. "Immediate supervisor" shall mean the appropriate director for principals, assistant principals, athletic administrators, and coordinators. In no case shall the immediate supervisor for grievance purposes be a member of the bargaining unit. The immediate supervisor shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the administrator and a copy to the ORGANIZATION within five (5) business days following the conference. The administrator alleging a grievance may include in that conference a person of the administrator's choice.

B. Step Two.

If the aggrieved administrator desires to pursue his/her complaint further, he/she must appeal in writing to the Superintendent within ten (10) business days after receiving a copy of the decision rendered under Step One of this procedure. In an effort to resolve the complaint, the Superintendent will schedule a conference to occur within 10 business days after he has received the appeal. A written decision on the matter shall be given to the administrator and a copy to the ORGANIZATION within five (5) business days following the conference. The administrator alleging a grievance may include in that conference a person of the administrator's choice.

C. Step Three.

If the aggrieved administrator or the ORGANIZATION desire to pursue the complaint further, they may appeal in writing to the BOARD within five (5) business days after receiving a copy of the decision rendered under Step Two of this procedure. The BOARD shall schedule a hearing within thirty (30) days after the appeal has been lodged. The administrator may request that said hearing be held in executive session. A written decision on the matter shall be given to the administrator with a copy to the ORGANIZATION within five (5) business days following the hearing.

Section 3. Rules

- A. All grievances will be processed expeditiously by both parties within the time limits established in Section 2 of this Article. In those instances where the need for additional time at any step is recognized by both parties, upon mutual written agreement, an appropriate amount of additional time will be allotted.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved administrator and to the President of the ORGANIZATION shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
- D. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- E. A grievance that affects a group or class of administrators or the ORGANIZATION may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two.
- F. If any administrator covered by this Agreement shall present any grievance without representation by the ORGANIZATION, that disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The ORGANIZATION shall be permitted to be heard at each step of the procedure under which the grievance shall be considered.
- G. The President of the ORGANIZATION, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences with management or hearings with management during work hours.

- H. The aggrieved will be allowed organizational and/or organizational legal representation at any step of the grievance process.

ARTICLE VII - LEAVE OF ABSENCE

Definitions:

1. Short-term leave: Any leave, except sabbatical during which the administrator continues on the payroll.
2. Long-term leave: Any leave during which the administrator does not continue on the payroll.
3. Extended leave: Any renewal of a long-term leave.
4. Probationary status: The first year of employment as an administrator.

Section 1. Sabbatical Leave

A. Pursuant to the General School Laws of the State of Michigan, administrators who have continuously been employed by the Livonia Public Schools for a seven (7) year period may be granted a sabbatical leave for up to one (1) year. During the sabbatical leave, the administrator shall be considered to be in the employment of the Livonia Public Schools and shall be paid 50 per cent (50%) of his/her scheduled salary. Up to 2 per cent (2%) of administrators may be granted such leave at one time. Application for sabbatical leave shall be filed with the Superintendent by March 1st for the following school year or any part of the school year. Applicants for sabbatical leave shall include with their application forms an outline plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant. All applications shall be reviewed for recommendation to the BOARD by a committee consisting of six (6) members appointed by the Superintendent and representing a cross section of the administrative and supervisory staff. The committee shall consider, among other factors, the following:

1. The proposed program of the applicant as related to professional graduate study, writing, travel, or research.
2. The value of the proposed program to the Livonia Public Schools, its pupils, and the individual applicant.

3. The applicant's length of total service to the Livonia Public Schools.
- B. The applicant must sign an agreement to return to service with the Livonia Public Schools immediately upon termination of sabbatical leave and continue in service for a period of two (2) years — one (1) year in the event of a half-year sabbatical leave — unless causes beyond his/her control prevent, or to refund all or part of any compensation received during sabbatical leave from the Livonia Public Schools School District according to the following schedule:

| Years of Service Following Leave | Refund |
|----------------------------------|--------|
| 0.0 | 100% |
| 0.5 | 75% |
| 1.0 | 50% |
| 1.5 | 25% |
| 2.0 | 0 |

A proportionate schedule shall be followed in the event of a half-year sabbatical leave. In extenuating circumstances, the BOARD may, by special action, waive obligation to refund compensation.

The obligatory years of service following a sabbatical leave of absence shall be waived in the event the individual administrator cannot be offered employment at his/her previous level position.

- C. A sabbatical leave in excess of 2 per cent (2%) mentioned earlier in paragraph "A" may be granted under unusual circumstances where an opportunity of mutual benefit to the individual administrator and the Livonia Public Schools would not be available if such leave were delayed to the following year.
- D. Status While on Sabbatical Leave:
1. An administrator on sabbatical leave shall be considered to be in the employ of the Livonia Public Schools School District and shall have a contract.
 2. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships, or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan, and which have been approved by the Superintendent.

3. Administrators shall be responsible for notifying the payroll department of the Livonia Public Schools School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.
- E. Any administrator returning from a sabbatical leave shall be granted the same consideration for assignment as he/she would have had if he/she had not elected to take the leave.

Section 2. Family and Medical Leave Act (FMLA)

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the District will grant a leave of absence for one or more of the following:

- A. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- D. The employee is unable to perform the essential job functions because of a serious health condition.

FMLA leaves are only available to employees who have been employed by the District for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical, and dental benefits and the right to job restoration ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

An employee requesting an FMLA leave must provide the Assistant Superintendent for Personnel at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, then notice is to be provided as soon as practicable.

When a leave denoted as (A) or (B) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement.

When a FMLA leave is granted, the employee must utilize accumulated personal sick bank days, after which time, the leave is unpaid.

Leaves denoted as (C) or (D) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The District reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the District concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The District may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the District

The District will continue to provide an employee's medical, optical and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

An employee on an FMLA leave shall not engage in any outside or supplemental employment.

The District may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

- A. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- B. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Section 3. Personal Leave

A leave of absence without pay will be considered for up to one (1) year to any administrator who gives detailed information indicating family or personal hardship.

Section 4. Jury Duty

Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time recognize the administrator's often greater civic responsibility of performing their professional assignments. An administrator called during the school year shall notify the office of the Assistant Superintendent for Personnel immediately upon receipt of such call. A copy of such notice shall be sent to the office of the Assistant Superintendent for Personnel. If required to serve, the administrator shall be granted special leave for this purpose and shall be compensated for the difference between the administrative pay and the pay received for the performance of such duty. Such special leave shall not be deducted from either sick days or personal business days. All other benefits covered by the contract shall continue in full force during this period.

Section 5. Military Leave and National Security Leave

Military Leave: All military leaves of absence will be granted in accordance with the provisions of Federal Law.

National Security Leave: An administrator called during the school year for National Guard Reserve, or active duty necessary to the national security as shown by proper authority, shall be granted special leave up to thirty (30) days for this purpose and shall be compensated for the difference between the contractual pay and the pay received for the performance of such duty. Such special leave shall not be deducted from either sick days or personal business days. It is understood, however, that in the case of National Guard summer camp, the administrator will endeavor to arrange his summer duty at a time that will not conflict with his work.

Section 6. Professional Leave

A leave of absence without pay may be granted for one (1) year to any administrator who has been in the continuous employ of Livonia Public Schools as an administrator for three (3) consecutive years, for the purpose of study, travel, research or other teaching or employment involving probable advantage to the district.

Section 7. Personal Business Days

All administrators shall be granted up to two (2) days per year for personal business with notification to their immediate supervisor indicating need for such leave. An additional five (5) days for personal business may be granted by the Assistant Superintendent for Personnel upon a written request which clearly indicates the need for such additional leave. These days may be for bereavement leave, or short-term military leave as well as the normal uses for

personal business. It is understood that personal business days will not be used for recreational purposes.

Section 8. Professional Business Days

Reasonable time may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings organized by other school systems. It is permissible to accept honoraria for such services to cover expenses and additional time required. No salary deductions will be made and no expenses will be paid by the BOARD in such instances. Conference attendance requests must be submitted in advance to both the immediate supervisor and the Superintendent for approval.

Section 9. Illness

A. All administrators shall be provided sick and personal days in accordance with the following provisions. Administrators shall be provided with ten (10) annual days leave per year for the purpose of illness, family illness, and disability. Sick days taken in excess of the ten (10) annual days shall be deducted from the administrator's sick bank. Unused sick days shall be cumulative from one year to the next year and unused personal business days shall be added to the administrator's sick leave bank. An administrator's sick bank shall not exceed 200 days. At the beginning of each school year, an administrator shall be notified of the number of sick days in his/her account. In the event an administrator is ill or disabled and unable to work, the administrator shall provide written certification substantiating the need for the absence periodically and as may be reasonable at the BOARD's request. The BOARD may require a medical examination by a physician or clinic in which case the cost will be borne by the BOARD. The BOARD will provide a list of physicians or clinics from which the administrator may select.

B. For any leave for illness which exceeds five (5) consecutive school days, the administrator shall provide, upon request, the personnel office with written certification from a qualified physician substantiating the need for such leave. (For definition of "long-term leave" see the beginning of this Article.)

Section 10. Request for Leave

Subject to the FMLA, requests for leaves of absence must be submitted in writing to the Superintendent for presentation to the BOARD. Subject to the FMLA, the requests for long-term leave should be submitted as early as pos-

sible, and should be submitted by March 1st for the succeeding school year, or by November 1 for the second semester. Subject to the FMLA, the beginning date of any long-term leave requested after March 1 for the succeeding school year, or after November 1 for the second semester of the current school year, will be determined by the BOARD. (For definition of "long-term leave" see the beginning of this Article.)

Section 11. Return From Long-Term or Extended Leave

The provisions of this Section are subject to the Family and Medical Leave Act (FMLA).

Requests for reinstatement following a long-term or extended leave, for any reason, shall be filed in the office of the Superintendent on or before December 1 for return at the beginning of the second semester, and on or before March 1 for the ensuing school year. Nothing contained herein shall obligate the BOARD to reinstate any administrator returning from such leave if such a request for reinstatement is not filed on or before the above dates.

An administrator returning from a long-term or extended leave of absence will not be guaranteed his/her former assignment, but will be placed in an administrative or supervisory position for which he/she is certified and qualified, when such a vacancy exists. If such a vacancy does not exist, the administrator will be assigned to a teaching position for which he/she is certified and qualified, according to the provisions of the current professional Agreement between the Livonia Public Schools and the Livonia Education Association. An administrator so assigned shall be given priority for two (2) years over a new hire for reinstatement to an administrative position for which he/she is certified and qualified with the further provision that this period shall be extended for one (1) additional year upon written request by the administrator submitted at least thirty (30) days prior to the expiration of the second year. If any administrator has been reassigned to a teaching position due to reduction in personnel, such administrator and an administrator returning from leave shall be treated equally for any vacancies which may exist. It is anticipated that an administrator would return from such leave at the beginning of a semester, however, if a suitable vacancy arises at some time during the year, he/she may be assigned to that vacancy.

Unless otherwise stipulated, all leaves shall be for a period up to one (1) year. In unusual or extenuating circumstances, a leave may be extended for one (1) additional year, if the request is received by March 1 for the ensuing school year.

Section 12. Benefits While on Leave

Credit toward experience in Livonia for salary and other purposes and full insurance benefits shall be granted for time on sabbatical, national security, jury duty, as well as for professional days and personal business days, as such leaves are provided herein. Credit for experience shall be granted as set forth in the military leave provision herein. Insurance benefits shall be granted during illness as provided herein. Otherwise, no insurance or other benefits or experience credit will be granted during any type of leave. Administrators on the types of leaves described herein, 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 this is done in a manner prescribed by the BOARD, and provided further that this provision is acceptable to the applicable carrier(s).

ARTICLE VIII - EMOLUMENTS

Section 1. Hospitalization Insurance

Pursuant to the authority set forth in the Michigan School Laws, the BOARD agrees to contribute for each LEADS member who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter prescribed.

LEADS members may on a yearly basis, take advantage of a choice of one of the two following plans of health care and life insurance under the current program.

PLAN I

The BOARD shall contribute one hundred percent (100%) toward the payment of monthly premiums for a Major Medical-Hospitalization Plan.

PLAN II

The BOARD shall contribute full premiums to provide term life insurance of \$35,000 for the employee, \$5,000 for the spouse, and \$2,500 for each dependent child. Plan II shall apply only to employees who are not covered by the District's health insurance plan.

Section 2. Term Life Insurance

The BOARD agrees to pay the necessary premiums to provide group term life insurance of the type presently provided for each member of the bargaining unit in the face amount of twice the contracted salary, subject to AD&D. Dependent life insurance shall be provided for the spouse in the amount of \$5,000, and \$2,500 for each dependent child. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The BOARD's only responsibility shall be for the payment of premiums as set forth above. Should a member wish to carry an additional \$10,000, he/she may do so on a participating basis. Should a member wish additional blocks of \$10,000 (to a total of \$200,000), he/she may do so on a participating basis subject to approval of the carrier.

Section 3. Payment of Insurance Premiums

The BOARD shall make payment of insurance premiums for each LEADS member to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. When necessary, premiums in behalf of the LEADS member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Section 4. Major Medical-Hospitalization Plan

1. 90% co-pay for hospital and medical coverage.
2. A \$5.00 prescription drug rider
3. The first aid emergency rider providing usual, reasonable, and customary (URC) coverage for emergency room physician costs.
4. Beginning September 1, 1996 the following deductibles shall apply to the Major Medical portion:
 - a. \$100 deductible full-family coverage
 - b. \$100 deductible two person coverage
 - c. \$50 deductible single coverage

Section 5. Dental Plan

- A. The District will pay the premiums and provide for each employee a family dental insurance plan. This plan will provide a benefit level of 80% Class I and 80% Class II.

- B. The BOARD will provide Class III benefits for eligible dependent children to age 19. The benefit is at the 80% co-pay level with a dollar lifetime limit of \$800 per eligible dependent.

Benefits are defined as follows:

1. Class I - Basic dental services— to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services.
 2. Class II - Prosthodontic Services — bridges, partial and complete dentures.
 3. Class III - Includes procedures for the prevention and correction of malposed teeth (orthodontics).
- C. Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employee submits the necessary application documents.

Section 6. Vision Care Plan

The BOARD will provide a vision care program with the following benefits:

1. Up to \$50.00 for an eye examination.
2. Regular lenses up to \$35.00 per lens.
3. Bi-focal lenses up to \$40.00 per lens.
4. Tri-focal lenses up to \$45.00 per lens.
5. Frames up to \$40.00.
6. Contact lenses up to \$65.00 per lens.

Examination, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, or contact lenses) will be provided once in a twelve (12) month policy year (from September 1 to August 31) for each eligible member of the family. This program will be the standard program subject to the normal restrictions of the carrier.

Section 7. Liability Insurance

The BOARD agrees to continue to pay the necessary premiums to provide coverage of up to \$3,000,000 to administrators for liability insurance of the type presently carried by the BOARD. Commencement and duration of cover-

age and amount and nature of benefits will be governed by the terms of the group insurance policy and rules and regulations of the carrier. The BOARD's only responsibility shall be for the payment of premiums as set forth above.

Section 8. Long Term Disability (LTD) Plan

A. Effective August 28, 1995 the BOARD shall make payment of insurance premiums for each administrator to provide a Long Term Disability (LTD) policy which at a minimum shall provide:

1. 66-2/3% of monthly salary not to exceed a maximum of \$5,000;
2. Qualifying period of 90 days;
3. Conversion privilege;
4. Lifetime freeze for benefits received from social security, any other governmental programs and retirement plans;
5. No offsets for: franchise, individual or wholesale disability income plans, thrift plans, IRA's, tax sheltered annuities, stock ownership plans, deferred compensation plans, and 401K plans;
6. 60 month own occupation disability with 80% earnings test (indexed by 7.5%);
7. Duration based on social security normal retirement age,
8. Child care credit expense (\$250 monthly maximum per dependent child);
9. \$100 minimum benefit;
10. Unrestricted mental/nervous benefits;
11. Cost of living adjustment (COLA) benefit.

During the transition period of the LTD program the Board of Education will pay the same benefits as the LTD program for members with pre-existing conditions until all members qualify for coverage under LTD. The LTD program will not be modified from the program established without mutual consent of the parties.

B. Continuation of Benefits

If an administrator is ill or disabled and is fully compensated under his/her accumulated sick bank for the 90-day LTD qualification period, then the administrator shall continue to receive the fringe benefits of hospitalization, dental, and vision for a period not to exceed 12 months following the date the administrator becomes eligible for LTD payments.

If the administrator's sick bank is insufficient to fully compensate the administrator for the entire 90-day LTD qualification period, then the administrator shall continue to receive these fringe benefits for a period not to exceed 12 months following the date the administrator exhausts his/her sick bank.

Section 9. Mileage

Building administrators shall be reimbursed by the District for expenses incurred for emergency transportation of students. All administrators will be reimbursed at the rate per mile established, as allowable by the IRS, for all automobile travel, both in and out of the District, required by their position which necessitates use of a personal automobile. Administrators must present evidence of their reimbursable travel mileage by the end of each two-month period to receive their reimbursement.

Section 10. Physical Examination

The BOARD shall pay up to \$150 for an annual physical examination for each administrator to be conducted at a location selected by the individual administrator. A summary report of such examination shall be by the examining doctor, clinic or hospital to the Superintendent and will include any physical limitations indicated upon the activities of the administrator. The above examination is not mandatory. However, the BOARD may, if it deems it to be necessary or desirable, require individual administrators to have a physical examination at a location from a list designated by the BOARD.

Section 11. Separation Pay

Separation pay will be granted upon retirement or death in certain instances. To qualify for separation pay, the administrator, at the time of his/her retirement or death, must have been employed in the school district for at least ten (10) consecutive years, must hold a full-time teaching, administrative or supervisory assignment in the Livonia Public Schools and must be eligible for Michigan Public School Employees Retirement System benefits. In the event of extenuating circumstances, the BOARD may, by special action waive any or all of the preceding qualifications. If an employee qualifies for separation

pay, he/she shall receive \$200 per year for each year of full-time teaching, administrative and supervisory service in the Livonia Public Schools.

At the time of retirement, the employee will be compensated at the rate of \$10.00 per day for unused days in the employee's sick bank. In addition, if the employee notifies the BOARD of his/her intention to retire at least one full semester prior to his/her date of retirement and retires at the end of the school year, the employee will be compensated an additional \$40 per day for each unused sick day over 150 days.

Section 12. Professional Growth

Administrators are encouraged to join appropriate professional organizations and participate in their activities. The purchase of materials that assist with the professional development of LEADS members is encouraged. The BOARD shall provide funds up to \$650 to any LEADS member as reimbursement for association fees, activities, or materials which enhance their professional growth. Organizations shall be considered "appropriate" which:

- A. Have, as their major purpose, contributing to the professional awareness and growth of school administrators, and
- B. Are not directly involved as a unit in processes of confrontation and/or competitive bargaining as antagonists to school districts and their Boards of Education.

Should there be questions as to the "appropriateness" of an organization, assistance of the Assistant Superintendent for Personnel should be enlisted.

Procedures to be followed by administrators in obtaining the reimbursement or the payment of dues indicated in the above paragraphs are the following:

- A. Determine the appropriateness of the organization and submit membership application or invoice to the Assistant Superintendent for Personnel for initialing and submission to the business office for payment.
- B. Determine the appropriateness of workshops, conferences, and professional growth materials, and pay the cost of same. Member shall submit evidence of payment to the Assistant Superintendent for Personnel for reimbursement.

In addition, the BOARD will reimburse members for administrative certificate fees upon submission of a copy of the certificate(s) to the personnel office.

Section 13. Inservice Education

The BOARD shall provide up to \$15,000 in total for the inservice education of administrators during each school year covered by this Agreement. This sum shall be justified each year by the LEADS Professional Growth Committee.

The BOARD and the ORGANIZATION will jointly attempt to develop on-site programs for CEU's and/or college credit required to maintain administrative certification.

Section 14. Reimbursement for Personal Property Loss

The BOARD shall provide up to \$7,000 in total for all administrators as a group for personal property loss or damage to administrators' property required to carry out professional duties due to theft, fire, willful or malicious damage or other acts of vandalism. All claims, proofs in connection therewith, and other supporting documents shall be presented to the Superintendent. The Superintendent will recommend approval or disapproval and the decision of the BOARD shall be final and not subject to the grievance procedure.

Section 15. Retirement Salary Adjustment

A LEADS member who retires during the 1996-97 school year will receive a one time salary adjustment of 3.11% to their final year's salary.

A LEADS member who retires during the 1997-98 school year will receive a one time salary adjustment of 1.11% to their final year's salary.

The member shall notify the BOARD of their intention to retire by May 1 of the year in which they are retiring.

Section 16. Changes in Benefits

Any changes in benefits which affect the other certified unit in the District shall become part of the LEADS Agreement for the same period of time. These benefits are limited to those items defined in Article VIII of the current LEADS Agreement.

ARTICLE IX - SALARY AND WORK YEAR

Section 1. Salary Computation

The 1999-00 salary base will be \$45,160.97.
The 2000-01 salary base will be \$46,741.60.

Any overall salary adjustments to the district's other certified unit, for the life of this Agreement, shall become part of the LEADS Agreement.

SUBJECT TO VERIFICATION

Section 2. Credit for Advanced Professional Training

Credit for professional training shall be a percent of the base.

| | |
|------------------------------------|----|
| MA + 15 | 2% |
| MA + 30 | 4% |
| Education Specialist or equivalent | 6% |
| Doctorate | 8% |

Only one of the above allowances shall be permitted to each administrator. Whether the MA + 15 and MA + 30 requirement has been met and is in the proper field shall be the decision of the Superintendent, subject to the grievance procedure.

Section 3. Administrative Responsibility Increment

The administrative responsibility increment formula shall be:

| <u>Year in Position</u> | <u>First Year</u> | <u>Second Year</u> | <u>Third Year</u> |
|------------------------------------------------|-------------------|--------------------|-------------------|
| Principal | 45% of Base | 50% of Base | 55% of Base |
| Asst. Principal and Athletic Administrators | 30% of Base | 35% of Base | 40% of Base |
| Coordinators | 35% of Base | 40% of Base | 45% of Base |

Section 4. Administrative and Supervisory Experiences

The salary formula for principals and coordinators sets forth the amount of this factor as a percentage of base salary, as follows:

Years of Experience in Administrative Positions:

| | | | | | | | | | | | |
|---|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| - | 2% | 4% | 6% | 8% | 10% | 12% | 14% | 16% | 18% | 20% | 22% |

Section 5. District Longevity

The salary formula for all members sets forth the amount of this factor as a percentage of base salary for years of district experience, as follows:

| | |
|----------|------|
| 10 years | 1.0% |
| 15 years | 1.5% |
| 20 years | 2.0% |
| 25 years | 2.5% |

Section 6. Load Factor

The student load factor for principals and assistant principals shall be .7% of the base for each 100 students over 500.

Section 7. Time Factors

Differences in time demands of the various administrative and supervisory positions, expressed as "weeks on the job" will be recognized in salary differentials. Salaries computed using the above factors are for the teacher school year. These will be extended by an amount prorated for additional weeks as indicated in the following paragraphs:

- A. Elementary principals and assistant principals will be employed for three (3) additional weeks beyond the teacher work year and will receive salary increments of 10% of the salaries computed for the teacher work year.
- B. Middle school principals and assistant principals, and senior high school assistant principals and athletic administrators will be employed for four (4) additional weeks beyond the teacher work year and will receive salary increments of 12.5% of the salaries computed for the teacher work year. Because of the unique extra-curricular demands made upon the middle school administrators during the normal year, an additional 1.0% of their salaries for the teacher work year shall be added as a part of their total salaries.
- C. Senior high school principals will be employed for seven (7) additional weeks beyond the teacher work year and will receive salary increments of 20% of the salaries computed for the teacher work year.
- D. Those in the classification of coordinator will be employed for five (5) additional weeks beyond the teacher work year and will receive salary increments of 15% of the salaries computed for the teacher work year.

E. When an administrator is asked to work for an additional week beyond this contract, he/she will be compensated at the rate of 2.5% of his/her salary per extra week worked.

Section 8. Redline

The BOARD may, with the consent of the ORGANIZATION, redline the salary of a Livonia teacher who becomes an administrator until the administrative salary exceeds the redlined salary.

The BOARD may, with the consent of the ORGANIZATION, redline the salary of an administrator who changes position until the salary for the new administrative position exceeds the redlined salary.

ARTICLE X - MISCELLANEOUS

Section 1. Duration of Agreement

This Agreement shall continue in force and effect until June 30, 2001. The parties agree to begin negotiations for a new Agreement not less than one hundred (100) days prior to July 1, 2001.

Section 2. Negotiation Procedure

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that 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 ORGANIZATION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to wages, hours and other terms and conditions of employment except by mutual consent.

Section 3. 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 ORGANIZATION, 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 judgement 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.

Section 4. Site-Based Management

The BOARD agrees that representatives from the various administrative levels, selected by the other administrators at those levels, will be involved in any study concerning site-based decision making models, plans or processes being considered for implementation in the District.

Section 5. Day Care Program

A. The BOARD agrees that Livonia Public Schools administrators will have access to any day care programs operated by the District.

B. The operation of the day care center is governed by rules and regulations as to age, time of operation, admission, etc.

C. Non-Livonia residents who wish to enroll in tuition programs (i.e., kindergarten) are subject to the tuition requirements established by the BOARD.

Section 6. Superseder Clause

This Agreement shall supersede any rules, regulations or practices of the BOARD which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts. All future individual administrator contracts shall be made expressly subject to the terms of this Agreement.

FOR THE ORGANIZATION

Rodney Hosman
President

Lindy Scott
Secretary

FOR THE BOARD

Kenneth B. Timmons
President

Patrick D. Adley
Secretary

Dated this 17th day of January , 2000

ADDENDUM A
AUTHORIZATION FOR DEDUCTION OF
ORGANIZATION DUES

NAME _____

ADDRESS _____

SOCIAL SECURITY NO. _____

I authorize the Board of Education of the Livonia Public Schools to deduct from wages earned by me the ORGANIZATION dues of the Livonia Educational Administrators as certified to the Business Office of said BOARD by the responsible official of said ORGANIZATION, and to remit the same to the ORGANIZATION at such time and in such manner as may be agreed upon between the ORGANIZATION and the BOARD.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the BOARD with notice to the ORGANIZATION of such revocation, or until the termination of the Collective Bargaining Agreement between the BOARD and the ORGANIZATION which is in force at the time of delivery of this authorization whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable Collective Bargaining Agreement between the BOARD and the ORGANIZATION until revoked in writing by me on a form provided by the BOARD or until the termination of each applicable Collective Bargaining Agreement between the BOARD and the ORGANIZATION, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the BOARD.

EMPLOYEE _____

DATE _____

Livonia, Michigan
ASSESSMENT OF ADMINISTRATIVE PERFORMANCE
FORM

Last Name _____ First Name _____ Initial _____

Reporting Period: From: _____ To: _____

Title or Position _____ School or Department _____

Recognized strength(s) and/or contribution(s) in the areas of personal qualities, personnel, community-school relations, instruction and business:

Area(s) identified for improvement:

Recommend as qualified for present administrative position: (Use additional sheets if needed)

Director _____ Date _____

Comments, if any, of reviewed individual:

| | (Yes) | (No) | (Date) |
|----------------------------------|-------|-------|--------|
| I have reviewed this assessment: | _____ | _____ | _____ |

| | | | |
|------------------------------------|-------|-------|-------|
| Conference with Director requested | _____ | _____ | _____ |
|------------------------------------|-------|-------|-------|

| | | | |
|-----------------------|-------|-------|-------|
| Statements (attached) | _____ | _____ | _____ |
|-----------------------|-------|-------|-------|

Signature of person assessed _____

Date _____

SEPARATION AGREEMENT AND RELEASE

WHEREAS, the Administrator is eligible to receive a severance incentive payment in accordance with the terms of the Severance Pay Plan negotiated by the Livonia Educational Administrators and the Livonia Public Schools School District, and

WHEREAS, the Administrator desires to terminate his/her employment and enter into this Separation Agreement and Release;

NOW, THEREFORE, IT IS AGREED, by and between the Administrator and the School District as follows:

1. The Administrator, by signing this Separation Agreement and Release, hereby resigns as an employee of the School District effective June 30, 2000, and understands and agrees that his/her resignation has been accepted by the School District, without further action by the Board of Education, upon his/her submission of this Separation Agreement and Release to the Assistant Superintendent for Personnel.
2. The School District promises to pay the Administrator a severance incentive payment in accordance with the negotiated provisions of the Plan, which is attached and incorporated by this reference.
3. The Administrator, in consideration of the School District's promise in Paragraph 2 of this Agreement, releases and forever discharges the School District, the School District's Board of Education, individual Board members, both past and present, and the School District's administrators, employees, agents and representatives from any and all claims, actions or suits arising from, relating to, concerning or touching upon his/her employment with the School District or the termination of his/her employment with the School District, including, but not limited to:
 - A. Any claims, actions or suits alleging that he/she was illegally, improperly or unfairly forced to resign his/her employment with the School District;
 - B. Any grievances, claims, actions or suits alleging that the School District breached any provision of its policies, procedures, employment agreements or collective bargaining agreements;
 - C. Any claims, actions or suits alleging that the School District illegally discriminated against him/her in violation of any state or federal law or constitutional provision, including any claims under the Elliott-Larsen Civil Rights Act, being MCLA §37.2101, et seq., and/or Title VII of the Civil Rights Act of 1964, being 42 USC §2000e, et seq.;

- D. Any claims, actions or suits alleging that the School District discriminated against him/her on the basis of his/her age in violation of the Age Discrimination in Employment Act, 29 USC §621, et seq.;
- E. Any claims, actions or suits alleging that the School District violated the Administrator Tenure Act;
- F. Any claims, actions or suits over which any local, state or federal administrative agency would have jurisdiction alleging that he/she was improperly separated, treated or discriminated against as an employee of the School District;
- G. Any claims, actions or suits over which any state or federal court would have jurisdiction, including, but not limited to, any claims of mental and/or physical injury; damages to or loss of personal reputation; defamation; intentional infliction of emotional distress; or, violation of constitutional rights; and,
- H. Any claims, actions or suits for salary, fringe benefits and/or other costs, expenses or attorney fees.

The Administrator does not waive his/her right to file claims against the District to enforce this Agreement.

- 4. The Administrator, in further consideration of the School District's promise in Paragraph 2 of this Agreement, promises and agrees that he/she shall not file any lawsuit, grievance or other type of legal proceeding alleging any of the claims, actions or suits released, explicitly or implicitly, by Paragraph 3 of this Agreement. Furthermore, the Administrator promises and agrees that if he/she does file any lawsuit, grievance or other type of legal proceeding alleging any of the claims, actions or suits released, explicitly or implicitly, by Paragraph 3 of this Agreement, he/she shall: (A) pay all of the actual attorney fees and costs incurred by the School District in defense as well as any resulting judgment or settlement; and, (B) be immediately liable to the School District for \$25,000.00 with interest at the highest rate permitted by law since the date of this Agreement together with the actual costs and attorneys fees incurred by the School District in recovering said sum.
- 5. The School District hereby advises the Administrator to consult with an attorney prior to signing this Agreement. The Administrator agrees and acknowledges, by signing this Agreement, that he/she has been afforded at least forty-five (45) days to review it before signing it.
- 6. This Agreement may be revoked by the Administrator by so notifying the Assistant Superintendent for Personnel in writing, within seven (7) days from the date it is signed by the Administrator and submitted to the Assistant Superintendent for Personnel. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable.

7. The Administrator understands and agrees that he/she will not receive a severance incentive payment as referenced in Paragraph 2 of this Agreement unless all of the terms and conditions of the Severance Pay Plan, as negotiated by the Livonia Educational Administrators Association and the School District, have been met. The Administrator further understands and agrees that if not all of the terms and conditions of the Plan have been met, then this Separation Agreement and Release, including the Administrator's resignation referenced in Paragraph 1, shall be deemed null and void and the Administrator shall not receive the severance incentive payment as referenced in Paragraph 2 of this Agreement, or any other benefit of this Agreement.
8. The Administrator acknowledges and understands that the benefit of this Agreement is being offered to all School District Administrators covered by the collective bargaining agreement between the School District and the Livonia Educational Administrators Association who are eligible to receive severance incentive payment under the terms and provisions of the attached negotiated Plan.
9. A list of the job titles and ages of all Administrators who, in the School District's estimation, are or are not eligible for the benefit of this Agreement, is available at the School District's Board of Education Office and is incorporated herein by this reference. A copy of this list will be provided upon request.
10. The Administrator and the School District understand and agree that this Agreement constitutes the entire agreement between the parties pertaining to a subject matter and supersedes any other agreement, written or otherwise, and constitutes the full obligation of the parties to one another.
11. The Administrator acknowledges and agrees that the School District has not made and the Administrator has not relied upon any representation or promise from the School District, in making his/her decision to enter into this Agreement, except for the representations and promises that are contained in this Agreement.
12. This Agreement shall be binding upon the School District and the Administrator, as well as their respective successors and assigns.

Dated this ____ day of _____, _____.

ADMINISTRATOR:

NOTE: THIS SEPARATION AGREEMENT AND RELEASE AND THE ATTACHED SEVERANCE INCENTIVE PLAN WAS APPROVED BY THE BOARD OF EDUCATION ON _____, _____.

YOU HAVE SEVEN (7) CALENDAR DAYS AFTER SIGNING AND SUBMITTING THIS AGREEMENT TO REVOKE YOUR ACCEPTANCE.

SEVERANCE PAY

The District shall provide a retirement/severance payment of \$25,000 to eligible administrators under the following terms and conditions:

A. To be eligible, the administrator must:

1. Be actively employed by the District (including on paid sick leave) as of February 1st (i.e. not on an extended medical or personal leave beyond 30 days).
2. Submit an irrevocable letter of resignation to the Assistant Superintendent for Personnel between February 1 and before 4:30 p.m. on February 29, 2000, (with a copy to LEADS) and retire at the end of the 1999-2000 school year. The letter shall remain confidential during this time period.
3. Retire under the Michigan Public School Employees Retirement System. Retirement shall be defined as a) the discontinuance of a regular assignment in any Michigan public school system and b) receipt of retirement payments from the Michigan Public School Employees' Retirement Fund.
4. Sign an applicable release prepared by the District.

B. Payment of the \$25,000 shall be in one lump sum payment, minus applicable deductions, no later than the second pay of August 2000.

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