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SCHOOL DISTRICT OF THE CITY OF EAST LANSING
East Lansing, Michigan

ADMINISTRATOR HANDBOOK
between
EAST LANSING ADMINISTRATORS
and
EAST LANSING BOARD OF EDUCATION

July 1, 1988 June 30, 1991

East Lansing Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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WHEREAS, the superintendent and the administrators recognize and declare that providing a quality education for the children of East Lansing is their responsibility and mutual aim, and that the character of such education depends significantly upon the quality and morale of the administrative personnel, and that administrative personnel are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the parties have met and conferred in a non-adversarial relationship and avowing that it is their continued intent to communicate in this manner and having had extended and deliberate professional discussions, they have reached certain understandings which they desire to memorialize and reduce to writing.

THEREFORE, in consideration of the good-faith relationship that exists, the following mutual covenants are agreed to as follows:

ARTICLE I
DEFINITIONS

- A. In the application and interpretation of the provisions of this handbook the following definitions shall apply:
1. Board shall mean the "Board of Education of the School District of the City of East Lansing."
 2. Administrators shall mean "all East Lansing School District employees paid from the administrative salary schedules, except the superintendent and deputy superintendent."
 3. Superintendent shall mean the "superintendent of the East Lansing Public Schools." It is understood that the superintendent designates certain supervisory functions as detailed in the organization chart.
 4. District shall mean the "East Lansing School District."
 5. Unless otherwise specified, days shall mean "working days."
 6. The term supervisor shall be clarified by the line relationship of the district organizational chart.

ARTICLE II
ADMINISTRATIVE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to administrators rights granted under the Michigan General School Laws. The rights granted administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Each building principal shall have the responsibility of determining the assignment and promotion of pupils. Parents and pupils have the right to appeal through channels if a previous consultation with the building principal was unsatisfactory. Before a decision is given on an appeal, the building principal will be consulted.
- C. Subject to the ultimate approval of the superintendent, building principals shall have a right to determine each staff member's assignment within the building (certified and non-certified). Such assignments shall be made in accordance with other collective-bargaining agreements which the district has entered into and which speak on the subject of assignments, work schedules, transfer, etc. Building principals maintain the right to consultation with the superintendent or designee regarding staffing assignments and complaints. All complaints shall be resolved at the building level whenever possible.
- D. The superintendent strongly encourages administrators to develop a professional and personal growth plan. In this plan, administrators will be encouraged to attend conferences, inservices, workshops, etc., which shall be at district expense. Attendance at such activities shall have prior approval of the superintendent or designee.
- E. Administrator representatives will be involved in staff and administrator selection. The administrators strongly support recruiting efforts to assure that tenets of Equal Employment Opportunity are carried out.
- F. Administrators shall have the right upon request to review the contents of their personnel file as permitted by law. A representative of the administrator's choice may, at the administrator's request, accompany the administrator to this review. The administrator and the representative shall review said file in a designated place for the safekeeping of said file.

An administrator shall have an opportunity to review all communications, including all evaluations, commendations, or complaints prior to the time of inclusion in the personnel file. In order for a complaint to be considered, it must be written, signed by

an identifiable person, and shared with the administrator. If the complaint is validated and disciplinary action is taken, the administrator may file a grievance. The complaint shall not be placed in the personnel file until resolution of the grievance.

- G. An administrator shall at all times be entitled to choose a representative to be present when said administrator is being formally disciplined for any reason. When a request for such a representative is made, no administrator shall be disciplined for any reason until the representative so selected is present. If the discipline is made verbally to the administrator, said administrator may, at the administrator's sole discretion, request that such discipline be reduced to writing.
- H. Administrators shall be considered on probationary status until the second anniversary date of employment as an administrator with the East Lansing Public Schools. However, the superintendent may place an administrator on a third year of probation, provided a written statement is given the administrator ninety (90) days prior to the end of the year, outlining the reasons and specific areas of concern.
- I. All non-probationary administrators may be offered the option of a multi-year contract and have the option to accept the multi-year contract or request a one-year contract.

ARTICLE III
VACANCIES AND PROMOTIONS WITHIN

- A. Whenever an administrative vacancy occurs or a new position is created, and said vacancy or position is to be filled on a permanent basis, it shall be posted. No permanent appointment to such position or vacancy shall be made until fifteen (15) calendar days have elapsed following notice to administrators. If a vacancy occurs when school is not in session, notice will be given to the secretary and president of the administrators. The district may make a temporary assignment to fill the position. The superintendent will confer with the president of the administrators if the temporary assignment is to be extended beyond the fiscal year.
- B. Administrators who desire to apply for a position shall file their applications in writing with the personnel office. The superintendent shall consider all applications and shall make the recommendation for permanent appointment to the board as soon as is practicable. It is recognized that the right of selection of personnel to fill said vacancy or position remains within the discretion of the board.

- C. Whenever an administrative vacancy (other than temporary) exists, the district agrees that in filling such vacancy, it will consider length of service in the system, professional background, and other relevant factors, and give strong consideration to those administrators already on the staff at the time the vacancy occurs who complete and file with the Personnel Office a request for transfer to the building where the vacancy exists.

ARTICLE IV
VOLUNTARY TRANSFERS

- A. A transfer is understood to mean a lateral movement from one assignment to another which has the same classification. (Administrators seeking transfers need not go through any screening process; providing, however, all other provisions of this Article are applicable.)
- B. The superintendent will make every effort to honor requests for transfer of administrators to available vacancies in the district.
- C. If a request for transfer is denied, the superintendent will provide the reason(s) for denial in writing to the administrator making said request and to the board.
- D. Denial of a transfer may be grieved to the Board of Education.
- E. If an administrative position is to be redefined as a dual role position, the president of the administrators will be consulted prior to the final redefinition of the position. If an individual administrator is affected and does not wish to remain at the post after the job description has changed, the superintendent, along with the administrator and the president of the administrators, or designee, will explore possible alternate assignments.

ARTICLE V
INVOLUNTARY TRANSFERS

- A. In order to have the most effective district-wide administrative staffing pattern, at times it may be necessary to involuntarily transfer administrators to administrative positions other than the area to which they are presently assigned, including positions in different classifications, and/or at different grade levels.

Before any involuntary transfer is recommended to the board or finalized, the superintendent shall:

1. Meet with the person being considered for an involuntary transfer to explain and discuss the reason for the transfer.
 2. Notify the president of the administrators in writing of the proposed involuntary transfer.
 3. Provide an opportunity for the affected administrator to submit a written response to the proposed transfer within five (5) working days following the notice to the president of the administrators.
 4. Grant the affected administrator a second opportunity to discuss the proposed transfer if a request for a second meeting is included in the written response.
- B. Every effort shall be made to notify persons considered for involuntary transfers and the president of the administrators of such consideration three (3) months prior to the beginning of the next fiscal year.
- C. Persons involuntarily transferred shall be placed on the same salary step in the assigned classification as they would have been if a transfer had not been made.
- D. Persons involuntarily transferred to a position at a lower salary level may have salary frozen at their rate at the time of transfer.
- Persons involuntarily transferred to a position with a higher salary level shall immediately begin receiving the higher salary.
- E. The superintendent and administrators recognize that on occasion involuntary transfers could require additional training to equip the administrator for the new assignment. The administrator will submit a written proposal for retraining. This could be one or more professional-development activities, such as classes for credit, workshops, seminars, or tutoring. The administrator and the superintendent will agree on retraining activities if the cost is to be paid by the district for any of the retraining activities.

ARTICLE VI
REDUCTION OF ADMINISTRATORS

- A. In the event it becomes necessary to reduce the number of administrators employed by the Board of Education, the following shall apply:
1. The order governing such reduction within appropriate certification shall be as follows:
 - a. The probationary administrator with the least amount of administrative seniority in the district.
 - b. The non-probationary administrator with the least amount of administrative seniority in the district.
 2. Under certain circumstances it may be necessary to lay off or involuntarily transfer an administrator to an administrative position out of line of administrative service. Those circumstances include assuring that each position is filled by a person having the qualifications, training, and experience required for the position, and that the commitment to gender and minority representation is reflected in the district's administrative staff.

When such circumstances arise, the president of the administrators will be advised in advance of the number and category of such administrators. The discretion hereby vested in the board shall not be abused. Complaints that the board has abused its discretion in this respect may be taken up through the grievance procedures provided in this handbook.
 3. Administrative seniority is defined as the amount of service accumulated in a position of administration (including teaching/principal, principal/consultant, etc.) in the district.
 4. Service is computed each year by multiplying the percentage of contract by the fraction of the year, rounded to the nearest marking period, as defined on the district calendar, in which the administrator either works and/or is on a compensated leave and/or is on a leave of absence:
 - a. As defined in Article VIII, Section M, or
 - b. The administrator has worked at least a semester in that contract year and has received long-term disability payment for the rest of that contract year.

5. Administrative seniority, as defined in 3 above, accumulates yearly.
 6. All administrative seniority is lost if the administrator:
 - a. resigns
 - b. retires
 - c. Is discharged and the discharge is not reversed through the grievance procedure.
 7. An administrator's date of hire, for this Article, shall be either the first day worked in the district or the first day students reported to classes in the school year that the person was employed as an administrator, whichever is later.
 8. Whenever two administrators have equal administrative seniority, they shall be ranked using the following criteria:
 - a. Earliest date of hire. If same then...
 - b. Greatest total years of experience in a K-12 position as teacher or administrator. If same, then...
 - c. Most experience in the Elementary Intern Program or comparable internship program. If same, then...
 - d. Highest degree (Ph.D., Ed.D, Specialist, MA/MS, BA/BS). If same, then...
 - e. Continuous substitute service in the district for the same person for one semester or more. If same, then...
 - f. Earliest date of highest degree. If same, then...
 - g. Smallest last four digits of social security number.
 9. The district agrees that it will assign the non-probationary administrator to a teaching position in the area of the administrator's qualifications, training, and experience whenever there is a need to reduce or replace an administrator according to the administrator's teacher seniority.
- B. The superintendent and administrators recognize that on occasion alterations in the program or changes in enrollment can endanger an individual administrator's employment. This could require additional training to equip the administrator for the new assignment. The administrator will submit a written proposal for retraining. This could be one or more professional- development activities, such as classes for credit, workshops, seminars or tutoring. The administrator and the superintendent will agree on retraining activities if the cost is to be paid by the district for any of the retraining activities.

- C. Any administrator on layoff shall be recalled in inverse order of layoff, provided the administrator is certified and qualified for the vacancy. Administrators recognize, however, that on certain occasions it will be necessary, to assure proper staffing throughout the school system, for the district to recall out of line of inverse order of layoff the person having the qualifications, training, and experience required for the position. The discretion hereby vested in the district shall not be abused. Complaints that the district has abused its discretion in this respect may be taken up through the grievance procedure provided in this handbook.
- D. The district shall give written notice of recall from layoff by sending a certified letter to the administrator's last-known address. It shall be the responsibility of each administrator to notify the district of any change of address. The administrator's address as it appears on the district's records shall be conclusive when used in connection with recall or other notice to the administrator. If an administrator fails to respond affirmatively to the job offer within fifteen (15) calendar days from date of sending of the recall notice, said administrator shall be considered as a voluntary quit and shall thereby terminate any employment obligation of the district.
- E. Teacher seniority is granted administrators. Teacher seniority is defined as the amount of service accumulated in the position of teacher and/or administrator in the East Lansing Public Schools.

ARTICLE VII
LEAVE PAY

- A. Any administrator absent from duty because of personal illness or injury shall be paid full salary for the period of time off, not to exceed a total of ninety (90) working days in any one school year except that an administrator may accumulate an additional thirty (30) days from the previous year if they were not used.
- B. Where an administrator's illness extends beyond seven (7) days, the district may require an examination by a physician of its choice. The examination shall be at district expense, and the administrator shall receive a copy of any report furnished to the district or its designee by the physician.
- C. In the event of any on-the-job injury, the administrator must notify the appropriate office as soon as possible, but in no event later than forty-eight (48) hours after the occurrence or Monday following a Friday accident. The administrator shall be required to execute all forms necessary in connection with such injury.

- D. An administrator required to go to a doctor as a result of an on-the-job injury will be paid for a full work day without such time being charged against sick leave.
- E. In the event an administrator is medically unable to work due to a job-related injury, the administrator will be paid, for a period not to exceed twelve (12) months from the date of the injury, the difference between the administrator's full salary and such moneys as may be received as worker's compensation benefits (loss of time benefits).
- F. Should the administrator continue to be off work due to a job related injury beyond a period of twelve (12) months, said administrator shall be paid the difference between the administrator's full salary and such moneys as may be received from worker's compensation or long-term disability payments, with that difference charged against the administrator's accumulated sick leave. The administrator then shall be eligible to apply for long-term disability benefits.
- G. It is understood that no leave days shall be charged for absences related to a compensable job-related injury.
- H. In addition to personal illness or injury, sick leave may also be used for medical, dental, or optical examinations or treatments.

ARTICLE VIII
LEAVE OF ABSENCE

- A. Any administrator whose illness or accident requires absence for days beyond the amount of earned and accumulated sick leave provided in Article VII hereof shall be granted a leave of absence for such time as shall be necessary for a complete recovery from such illness or accident and shall be compensated while on such leave of absence in accordance with the provisions of the current long-term disability program. Upon return from any leave, for less than a year, under this article, the administrator shall be restored to the same position with no loss of benefits. Upon return from any leave, for more than a year, under this article, the administrator shall be restored to a comparable position with no loss of benefits.

- B. Leaves of absence with pay chargeable against the administrator's sick leave allowance up to the amount accumulated by the administrator shall be granted for the following reasons:
1. Up to twelve (12) days in any one contract year for an illness in the immediate family for the purpose of short-term emergency care or arranging for medical nursing care. For purposes of these subparagraphs, "immediate family" shall include the administrator's mother or father, father-in-law, mother-in-law, spouse and children, or person whose relationship to the administrator warrants such care, as determined by the Superintendent or the Superintendent's designee.
 2. A critical illness in the immediate family requiring the attendance of the administrator.
 3. Time necessary for attendance at the funeral service of persons whose relationship to the administrator warrants such attendance, as determined by the Superintendent or the Superintendent's designee.
- C. Leaves of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:
1. A maximum of five (5) days per school year for each death in the immediate family, defined to include mother or father, father-in-law or mother-in-law, spouse and children, and persons whose relationship to the administrator warrants attendance, as determined by the Superintendent or the Superintendent's designee.
 2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the district and endorse the jury-duty check and return it to the district. The administrator will be reimbursed for mileage.
 3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend any proceedings initiated by the administrator.
 4. For attending approved education conferences.

- D. Maternity leave, without pay, will begin any time between commencement of pregnancy and the birth of the child and will extend no longer than one (1) school year or the remainder of the school year in which the leave is requested, whichever shall occur first. An administrator returning from a maternity leave shall be placed on the position of the salary schedule commensurate with prior administrative experience and to the same or substantially equivalent position.
- E. Parental leave, without pay, will begin at any time between the commencement of pregnancy and the birth of the child and shall be up to two (2) years' duration.
1. An administrator returning from a parental leave shall be placed on the position of the salary schedule commensurate with prior administrative experience and to a position for which the administrator is certified and qualified.
 2. An administrator desiring to return from a parental leave shall give written notice of such intention to the superintendent no later than sixty (60) days before the end of the preceding school year.
- F. A pregnant administrator shall have the right to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care. An administrator who takes sick leave due to pregnancy and who anticipates taking one of the leaves specified under Sections D or E has the obligation to give written notice to the superintendent as soon as the intent is known. The following provisions shall apply:
1. To receive sick leave payments, the administrator must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
 2. When an administrator's sick leave request due to pregnancy extends beyond six (6) weeks, the district may require an examination by a physician of its choice. The names of three physicians shall be submitted to the administrator, who may choose one of the the three to give the examination. The examination shall be at the district's expense, and the administrator shall receive a copy of any report furnished to the district or its designate by the physician.

- G. The provisions of Sections D, E, and F shall be granted an administrator upon request and upon written confirmation of pregnancy by the administrator's physician. Leaves under Sections D and E may commence thirty (30) days after written notification and request to the superintendent. In the event of an emergency, a leave may commence immediately upon written request.

A pregnant administrator may continue in active employment as late into her pregnancy as she is physically able to perform all duties of her position and so long as she is not physically incapacitated. As nearly as possible, the beginning date of a maternity leave or parental leave should conform to the beginning or ending of a marking period, semester, or school year.

- H. An administrator adopting a child shall receive maternity or parental leave, without pay, as defined in this handbook. The leave shall commence upon mutual consent of the superintendent and the administrator. In no case shall the parental leave exceed two (2) years.

- I. An administrator who does not select a maternity leave or parental leave for the child may select a child-care leave.

1. The purpose of the child-care leave must be expressly for the care of the child. An administrator who accepts employment outside of the home while on such leave and who turns over care for the child to a person other than the child's parent shall be considered a voluntary quit.
2. The leave will begin no sooner than the school year which follows the birth of the child and no later than four (4) years after the birth of the child.
3. The leave will be given for one (1) school year or two (2) school years. Such leaves shall commence at the beginning of a school year and terminate at the end of a school year. Application for such leave must be submitted to the superintendent by May 1.
4. An administrator returning from a child-care leave shall be placed on the position of the salary schedule commensurate with prior experience and to a position for which the administrator is certified and qualified.
5. An administrator desiring to return from a child-care leave shall give written notice of such intention to the superintendent not later than sixty (60) days before the end of the preceding school year.

6. An administrator who received sick leave due to pregnancy, as specified in Section F of this Article, is eligible for a child-care leave.
- J. Administrators who are selected to the office of president of national, professional education organizations shall be given a leave of absence not to exceed one (1) year without pay. Administrators given such leave without pay shall receive credit for the annual salary increments on the schedule during such absence. Sick leave shall accumulate. Long-term disability benefits, provided for in this handbook, shall be in effect during such leave of absence. Prior to payment of these benefits, the administrator must exhaust any disability or sick leave provisions of the organization.
- K. Administrators who have left or leave an administrative position other than a temporary administrative position in the district in order to serve in any branch of the armed services of the United States shall have any and all benefits and rights and be subject to any limitations imposed by federal or state law which would govern or have any application to the re-employment rights of said administrators.
- L. The district may grant a leave of absence not to exceed two (2) years, without pay, to any administrator who joins the Peace Corps or VISTA or similar organizations or is campaigning as an active candidate or is elected to serve in any public office at the state or national level or any local office which would require the full time of the administrator.
- M. Leaves of absence for up to one (1) year without pay may be granted upon application for professional enrichment. The regular salary increment accruing during such periods shall be allowed. Fringe benefits provided in this handbook may be paid by the administrator at the group rate during the leave period. Upon return from leave, the administrator shall be reinstated to a position similar to the position held prior to the leave.
- N. It shall be the responsibility of an administrator on an unpaid leave to notify the superintendent no later than March 1 of intent to return or not return the following school year. The superintendent shall send a notice of reminder to the administrator's last known address before March 1. If the administrator fails to report on or before March 1, the administrator shall be considered a voluntary quit and shall thereby terminate employment with the district.

- O. Upon written request of the administrator, and with the recommendation of the superintendent, the board may grant an administrator an unpaid leave of absence, without salary credit or accumulated administrative service, for up to a maximum of one (1) year. Denial of leaves of absence under Article VIII, Section O shall not be subject to the grievance procedure.

ARTICLE IX
COMPENSATED PROFESSIONAL LEAVE

- A. Purpose
Professional leave shall be for the purpose of developing the professional growth of an administrator in order better to serve the district. Professional leave, recommended by the Professional Leave Committee to the superintendent, shall not exceed one (1) year. The leave shall be used to allow an administrator the opportunity to apply to attend professional seminars to refine professional skills, travel for professional growth, engage in studies leading to an advanced degree, participate in research for the district, conduct special in-district research projects for which funds are not otherwise available, or to carry out appropriate activities which would contribute to the professional growth of the individual.
- B. Premise
This proposal is based on the premise that the district will establish an interim, intern, or acting position for administrative coverage.
- C. Eligibility
An administrator covered by this agreement who has served the district for three (3) consecutive school fiscal years may be granted compensated professional leave up to the equivalent of one half (1/2) year. Further, an eligible administrator who has served for six (6) consecutive school years may be granted a compensated professional leave up to one (1) full year.
- D. Quota
No more than one full-time-equivalent compensated professional leave will be permitted in any one (1) school year. In addition, concurrent leaves shall not be granted to two administrators whose absence would pose special problems for the district, i.e., two directors, two high school administrators, etc.

E. Professional Leave Committee

The Professional Leave Committee shall consist of one elementary principal, one secondary principal, an appropriate director, and one other administrator. Administrative committee members shall be appointed by the Superintendent. Any administrator serving on the committee who applies for a leave shall be disqualified and another administrator shall be appointed to the committee for consideration of leave applications at that time.

F. Application Procedure

All applications shall be submitted in to the superintendent and the Professional Leave Committee by December 1 of the year prior to the year of the requested leave. Upon receipt of all applications, the professional leave committee shall validate the applicant's eligibility for professional leave, evaluate the applications, interview the applicants, and make recommendations to the superintendent. It shall be the further responsibility of the committee to furnish other related information at the request of the superintendent. The committee shall review all applications and make initial recommendations to the superintendent prior to winter recess. The superintendent shall review the applications and accept or reject the applications, in writing, by the last Friday in January.

If the superintendent rejects an application, it will be returned to the applicant. The applicant will have until the last Friday in February to resubmit the proposal to the superintendent. The superintendent will inform the board, prior to the regular April board meeting of any leaves recommended for the following school year. If all allowable leaves are not used in any given year, the application deadline may be extended.

G. Compensation

While on compensated professional leave, an administrator shall be considered to be in the employ of the district and shall receive the appropriate annual salary, as well as benefits extended to all district administrators. However, if an administrator is awarded a salary or fellowship for the duration of the leave by another agency, the district shall pay the difference between the amount of the salary or fellowship and the salary of the administrator for the duration of the leave in addition to said benefits.

An administrator granted professional leave in excess of ten (10) weeks has the obligation to return to the district and serve for a period of not less than one (1) year following the completion of the leave. An administrator failing to return to the district for a one-year period shall repay the district the leave salary pro rata for the period of unfulfilled obligation. Recipients shall be required to execute a promissory note assuring refund within three (3) years should the requirement to return for a one-year period not be met. This refund provision may be waived in case of death or disability of the administrator or action by the district.

H. Rights and Privileges

The district shall pay all insurance costs called for in this handbook and retirement contributions for an administrator on compensated professional leave. Such administrator shall accumulate administrative service, retain tenure status and all retirement rights and benefits, and upon return from leave shall be restored to the position held prior to the leave.

I. Reports

The superintendent and leave recipient shall predetermine the method of reporting and the administrator shall furnish such communications as the superintendent deems necessary to determine that the administrator is fulfilling the purpose for which the leave was originally granted. If the purposes of the leave are not being fulfilled, the superintendent may request a personal review of the leave with the administrator. The superintendent may terminate the leave of absence immediately; however, the administrator will be given the opportunity to show cause why the leave privilege should not be revoked.

If the administrator cannot complete the planned program for which the professional leave was granted, or if the administrator desires to alter the original proposed program, it is the administrator's responsibility to notify the superintendent. The leave may then be approved as altered or rescinded by the superintendent following review of the proposed altered program.

A final report shall be filed with the superintendent within one (1) month after the administrator resumes active service with the district. The final report should include names of institutions attended, courses pursued, and credits attained.

ARTICLE X
TERMINAL LEAVE

- A. An administrator who retires in accordance with the provisions of the State Retirement Act shall receive either \$39.00/day for each day of accumulated sick leave or \$101.00/year of employment in the district, whichever is greater. The maximum amount payable shall not exceed \$3,927.00.
- B. In the event of the death of an administrator, the benefits said administrator would be entitled to under this Article shall be payable to said administrator's estate, heirs, or designated beneficiary. Unless the district is advised on or before December 1 of the current year as to a designated beneficiary, the proceeds shall be payable to the estate of the deceased administrator.
- C. As an assistance for early retirement, the district agrees to provide those administrators selecting early retirement, in accordance with the provisions of the State Retirement Act, the terminal leave benefits in Article X, Section A above and a stipend of \$1,190 a year in lieu of continuation of benefits for each year after the year of retirement until age 62 and a one-time assistance payment according to the following schedule:

15 or more years service with ELPS 30% of final year contract

20 or more years service with ELPS 40% of final year contract

25 or more years service with ELPS 50% of final year contract

The assistance payment may be made in a lump sum, 21 or 26 pays, or purchase of an annuity named by the administrator, whichever method the administrator selects.

Date of application for early retirement will be no later than March 1 of the year of the anticipated retirement.

ARTICLE XI
PROFESSIONAL EVALUATION
PROCEDURES AND ALTERNATIVES

Administrators will be evaluated each year under the following schedule:

By the 3rd Friday in September	Deadline for administrator submitting written leadership goals to supervisor
By the 2nd Friday in October	Conference held to finalize plan with supervisor
By the end of the 1st Semester	Progress review conference
By the last Friday in March	2nd progress review with supervisor (& continuation meeting)
By the last Friday in June	Final evaluation conference with supervisor

Each administrator will be evaluated on attributes applicable to their job description. For positions for which no performance attributes exist the supervisor will provide the administrator with the criteria for evaluation. An administrator may choose to include additional performance areas to improve the quality of the data gathered as it pertains to the administrator's unique job situation.

PROCEDURES

- A. If an administrator receives a mark of "needs to improve" or "unsatisfactory" on an evaluation, the supervisor must develop a written prescription with specific recommendations for the administrator to improve performance. The written prescription is to be discussed with the administrator with the supervisor outlining the suggestions for improved performance in that category.
- B. Supervisors will provide support to the administrator to fulfill the recommendations in the prescriptions.
- C. For many, prescribed performance improvement within their job will not be necessitated. However all administrators should have goals for professional improvement. Supervisors will be responsible for assisting the administrator in the development of these goals.
- D. It is strongly recommended that the administrator use the same instruments used by supervisors to seek evaluation feedback from peers and staff about their perception of performance.

- E. The evaluation form, prescription, and/or goals will be placed in the administrator's file.

ARTICLE XII
PROTECTION OF ADMINISTRATORS

- A. Any complaints by a parent, community member, or individual board member regarding an administrator made to the superintendent shall be communicated to the administrator if:
1. the sharing of the information is in the best interests of the administrator and the educational program, and/or
 2. the complaint will be noted in the administrator's personnel file, and/or
 3. the complaint is shared with the board.
- B. The district shall provide at no cost to the administrator legal counsel and representation in any legal action, civil or criminal, brought against him/her for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment with the district.
- C. The district shall either hold the administrator harmless or insure him/her adequately for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment as an administrator.
- D. An administrator temporarily absent from his/her duties as a result of an assault or suit while employed in school activities shall receive full pay and shall not have the absence charged against his/her sick leave accumulation if the assault or suit is related to performance of duties.

ARTICLE XIII
CONFERRING PROCEDURES

The board, under law, has the final responsibility for establishing the policies for the district. However, the board agrees that an opportunity for input will be provided administrators prior to the adoption, modification, or elimination of any policy which would affect the rates of pay, wages, hours of employment, or other conditions, including the duties and responsibilities of administrators and their working conditions.

No action taken in accordance with this provision of the handbook shall be inconsistent with other provisions in the handbook or in violation of law.

The board agrees to follow the procedure of providing opportunity for input concerning any new policy to be adopted by the board which would affect the rates of pay, wages, hours of employment, or other conditions, including the duties and responsibilities of administrators and their working conditions. The board further agrees that it will not adopt any new policy which is inconsistent with the provisions of this handbook or in violation of law.

ARTICLE XIV
GRIEVANCE PROCEDURES

A. Definition

1. A claim by an administrator of a violation, misinterpretation, or misapplication of any provision of this handbook when relating to wages, hours or conditions of employment may be processed as hereinafter provided.
2. The number of days indicated at each step of this procedure are contract days unless otherwise specified. Time limits may be extended by mutual consent.

B. Procedure

1. Level One: An administrator shall first discuss the concern with the immediate supervisor. The administrator may, at his/her own discretion, be accompanied to this meeting by the president of the administrators or designee. If the problem is not resolved at this time, the administrator may invoke the formal grievance procedure by completing the administrative grievance form provided by the district. A copy of the grievance form shall be delivered to the immediate supervisor within 20 days of occurrence of the act or condition causing concern.

Within four (4) days of the receipt of the written grievance, the immediate supervisor shall meet with the administrator. The immediate supervisor shall indicate the disposition in writing to the administrator within four (4) days of such meeting.

2. Level Two: If the administrator is not satisfied with the disposition, or if no disposition has been made within four (4) days, (or within eight days of the filing) the grievance shall be submitted to the superintendent.

Within six (6) days from the filing, the superintendent or designee shall meet with the administrator to hear testimony. The superintendent shall respond, in writing, to the administrator within seven (7) days of the hearing, indicating the disposition of the grievance.

3. Level Three: If within seven (7) days of the receipt of the superintendent's decision, the administrator is not satisfied with the disposition, the administrator may submit the grievance to the board. Within ten (10) days after receiving the written grievance, the personnel committee of the board shall schedule a meeting with the administrator for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall be rendered at the next regularly scheduled public meeting after the hearing with the personnel committee of the board. In no event will such decision be later than thirty (30) days after the date of the hearing.

C. Miscellaneous:

1. All documents, communication, and records pertaining to a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XV
FRINGE BENEFITS

- A. All administrators, regardless of percentage of time assigned to administrative duties, who are full-time employees of the school district, shall be entitled to full benefit of all fringe benefits outlined in this handbook at full cost to the district.

Further, the district agrees to make available to administrators who are less than full-time employees of the district, the fringe benefit package available to full-time administrators as provided in this handbook. The district will bear the amount of the cost represented by the administrator's current percentage of time working in the district; the remaining portion of the cost will be paid by the administrator through payroll deduction. All persons hired as administrative employees prior to July 1, 1979 and continuously employed as an administrator, shall receive all fringe benefits outlined in this handbook at full cost to the district.

- B. The district shall provide without cost to the administrator group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the administrator's designated beneficiary thereof with provisions for double indemnity in the event of accidental death.
- C. The district encourages all administrators to have a physical examination once each school year. The district believes that participation in professional organizations is of benefit to the administrators. Each administrator will be reimbursed up to three hundred fifty dollars (\$350) toward payment for an annual physical examination and/or professional memberships.
- D. The district agrees to provide without cost to each administrator the same dental, disability, vision, hospital, medical, and surgical benefits as included in the East Lansing School District teachers' contract.
- E. The district shall make payment of insurance premiums for each administrator to provide insurance coverage for the full twelve-month period commencing July 1 and ending June 30. When necessary, premiums in behalf of the administrator shall be paid retroactively or prospectively to assure uninterrupted participation in coverage.
- F. The district agrees to deduct premiums for variable tax deferred annuities solely paid for by the administrator and to remit such premiums to the designated insurance company.
- G. The district agrees to pay a stipend to any administrator who holds a Doctorate degree. The stipend shall be equal to the difference between the Doctorate and Master's schedules in the master agreement between the district and the East Lansing Education Association for the contract year the stipend is paid.

ARTICLE XVI
ADMINISTRATIVE INCAPACITY

- A. Whenever the superintendent suspects that an administrator is physically or mentally incapable of performing normal administrative duties, he/she will submit written notice to the board, the president of the administrators, and the administrator. The written notice shall state the reasons for the alleged incapacity and request a medical panel be appointed to examine the administrator.
- B. The medical panel shall consist of at least two appropriate medical professionals. At a minimum, one member is recommended by the administrator and one by the district.

- C. The medical panel should be appointed within twenty-one (21) days after the receipt of the district's written request for the panel.
- D. Each member of the panel shall examine the administrator as soon after the appointment as possible. All efforts will be made by the district and administrator to have all examinations take place within fourteen (14) days of the appointment of the last member. Each panel member will submit a written report to the district and to the administrator indicating whether, in the panel member's professional judgment, the administrator is capable of performing normal administrative duties.
- E. The superintendent, after the examinations have taken place, will then meet with the administrator and state his/her recommendations. Within five (5) working days of this meeting the administrator must inform the superintendent, in writing, whether the meeting of the board in which the superintendent will share his/her recommendations will be an open or a closed meeting. The administrator will then have the option of attendance at the board meeting, where the recommendation of the superintendent will be stated to the board. The administrator has the option of representation at this meeting. At a public board meeting, the board will act on the recommendation of the superintendent. The action of the board shall be forwarded, in writing, and shall specify the date of commencement of such action and the period of incapacity which will not be longer than the recommended period of the medical panel. The affected administrator will be eligible for benefits in accordance with the long-term disability provisions of this handbook.
- F. The administrator shall be returned to the same or substantially equivalent position with no loss of benefits at the end of the period of incapacity specified by the district unless the district requests a convening of the medical panel, in writing, to the administrator not more than sixty (60) days before the end of the specified period. The procedures in Parts A through E of this Article shall again be followed. All requirements of this Article shall be applicable to any subsequent district allegations of continuing incapacity.
- G. The sole district remedy under this Article shall be the placement of the administrator deemed incapacitated on long-term disability with full rights to disability benefits in accordance with Article XV of this handbook.
- H. During the proceedings under this Article, the district shall retain the right to remove or reassign the administrator provided the administrator is compensated at the regular salary during such removal or reassignment.

- I. After the initial thirty (30) days of the incapacity period has passed, the administrator may, at any time, present written evidence, medical or otherwise, and request that the incapacity action taken by the district be deemed ended and that the administrator be restored to regular and normal administrative duties at the regular salary then applicable. The board president shall notify the administrator of the next regularly scheduled meeting of the board, at which the request will be reviewed. The administrator will have the option of requesting an open or closed meeting to review the request. The decision of the board will be made at a public meeting and shall be reduced to writing with a copy going to the administrator. An administrator shall make no more than one request for restoration of normal duty during a period of one school year.
- J. The expenses and fees of the medical panel shall be paid solely by the district.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector test shall be required by the district of any administrator in any investigation without the administrator's consent.
- B. This handbook shall supersede any rules, regulations, or practices of the district 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 heretofore in effect. All future individual administrator contracts shall be made expressly subject to the terms of this handbook.
- C. If any provision of this handbook or any application of this handbook shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications of this handbook shall, however, continue in full force and effect.
- D. Any administrator who volunteers to participate in an exchange program that the district may enter into with another school system shall be compensated during this time at a level not less than the salary and benefits then entitled by the administrator's contract. Upon return to the district, the administrator shall be returned to the same or comparable administrative position held at the time of volunteering. Time spent out of the district for such volunteering shall be deemed administrative service within the district for purposes of any time computation, for advancement in the salary schedule or for any other right, benefit or privilege in this handbook.

ARTICLE XVIII
VACATION AND WORK YEAR PROVISIONS

- A. The scheduling of vacation time is by mutual agreement of the administrator and immediate supervisor. Necessary administrative support shall be provided as approved by the superintendent. Any exceptions to the vacation provisions shall require approval of the superintendent.
- B. Vacation credit shall be prorated to the nearest half-day as of July 1 in cases of fractional years of employment in the district.
- C. An administrator is encouraged to use vacation credit during the fiscal year for which it is earned. In any case, vacation credit is not to accumulate beyond forty days of credit. An administrator who has accumulated credit beyond the forty days shall reduce that vacation credit to forty days by using the vacation days or by losing all days in excess of the forty as of June 30.
- D. While on vacation an administrator will be paid his/her current rate based upon contractual days and will continue to receive full benefits as provided by this handbook. Paid holidays and related time off with pay, occurring during a vacation period, are not chargeable as vacation days. The holiday schedule will be commensurate with the holiday schedule developed for other employee groups.
- E. An administrator who becomes ill while on vacation may change from a vacation-leave status to a sick-leave status with the approval of the superintendent.
- F. If an administrator is laid off, retires, or terminates their employment with the district, the superintendent will determine whether to permit the administrator to use accumulated vacation days prior to the severance date and/or whether to pay the administrator for the unused vacation days prior to the severance date at the administrator's daily rate of pay.
- G. If an administrator is receiving worker's compensation, the administrator shall have the option of selecting one of the following:
 - 1. receive payment for accrued vacation days
 - 2. maintain accrued vacation days for use upon return to active employment
 - 3. maintain accrued vacation time for use in the next fiscal year
 - 4. a combination of the above methods, provided that the total vacation time is in accordance with Section C under this Article.

H. The normal work year for 231 day administrators includes each week day except the following:

July 4	Christmas Day
Labor Day	New Years Day
Thanksgiving Day	National Presidents' Day
Day After Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day
Beginning July 1989 - New Years Eve Day	

The normal work year for administrators working fewer than 231 days shall include the 184 teacher contract days and for

214 day administrators, the ten (10) working days after the teachers' last working day and the twenty (20) working days before the teacher's first working day.

219 day administrators, the fifteen (15) working days after the teachers' last working day and the twenty (20) working days before the teachers' first working day.

226 day administrators, the fifteen (15) working days after the teachers' last working day, the twenty-five (25) working days before the teachers' first working day and two (2) days to be arranged with their supervisor, during either the winter or spring break.

Administrators working 231 days will receive twenty (20) paid vacations days to be used during the normal work year.

Administrators working less than 231 days will only receive vacation days by working days outside of the normal work year, after approval of their supervisor.

This schedule will not be adjusted for work years with more or less than 231 work days.

ARTICLE XIX PAYROLL DEDUCTIONS

The district will make voluntary payroll deductions as requested by administrators according to the following list, as well as any other voluntary deductions approved by the district. All authorizations for payroll deduction will be made on one form. Options for deductions are:

1. One financial institution
2. Tax-deferred annuities approved by the district
3. Professional membership fees

ARTICLE XX
DISTRICT-WIDE ASSIGNMENTS

The administrators of East Lansing believe that it is important that, to a responsible degree, a level of equity and fairness be maintained in the assignment of each administrator to district-wide committees and other assignments. The administrators recognize that, due to the nature of certain positions, the responsibilities for district-wide involvement will differ. The district agrees to utilize the process contained in this Article to allow for recording of administrator involvement and providing for a selection process that would enhance the possibility of administrator participation in district-wide projects that are important for that administrator.

- A. The appropriate director shall maintain a file listing the district-wide committees and assignments of each administrator.
- B. When a new assignment is deemed necessary or when vacancies occur, the appropriate director will solicit committee-member assignments from each administrator. This provision shall, in no way, seek to prevent the director from encouraging an administrator to apply for a specific assignment.
- C. The director will assign an administrator a new district-wide responsibility with thought to the equity of the assignments.
- D. Should the assignment provide for additional pay, the director shall discuss the pay structure with the president of the administrators, as well as the affected administrator.

ARTICLE XXI
COMPENSATION

- A. The basic salary of administrators covered by this agreement is set forth in Schedule B, which is attached and incorporated into this agreement. Such salary schedule shall remain in effect during the period of this agreement.
- B. The classifications for positions are:

Classification

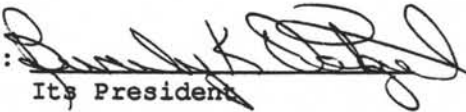
A Elementary & Secondary Directors	(231 Days)
B High School Principal	(231 Days)
C Middle School Principal	(231 Days)
Director Special Programs	(231 Days)
Director Finance	(231 Days)
Director Data Systems	(231 Days)
Director Public Information	(231 Days)
D Elementary Principal	(219 Days)
E High School Assistant Principal	(226 Days)
F Middle School Assistant Principal	(214 Days)
G Coordinator	(219 Days)


Article XXII
DURATION

This handbook shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991.


BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
OF EAST LANSING, INGHAM AND
CLINTON COUNTIES, MICHIGAN

EAST LANSING
ADMINISTRATORS

By: 
Its President

By: 
Its President

By: 
Its Secretary

By: 
Its Secretary

ATTACHMENT A

ADMINISTRATIVE SALARY SCHEDULE

1988-89

	231 DAYS	226 DAYS	219 DAYS	214 DAYS
CLASS A - STEP 6	66,647	65,205	63,185	61,743
STEP 5	65,314	63,900	61,921	60,507
STEP 4	64,007	62,622	60,682	59,297
STEP 3	62,726	61,369	59,468	58,110
STEP 2	61,471	60,141	58,278	56,947
STEP 1	60,243	58,939	57,114	55,810
CLASS B - STEP 6	65,344	63,930	61,950	60,535
STEP 5	64,038	62,652	60,711	59,325
STEP 4	62,758	61,400	59,498	58,140
STEP 3	61,503	60,172	58,308	56,977
STEP 2	60,273	58,968	57,142	55,837
STEP 1	59,067	57,789	55,999	54,720
CLASS C - STEP 6	59,977	58,679	56,862	55,563
STEP 5	58,778	57,506	55,725	54,452
STEP 4	57,603	56,356	54,611	53,364
STEP 3	56,452	55,230	53,519	52,297
STEP 2	55,322	54,125	52,449	51,251
STEP 1	54,215	53,042	51,399	50,225
CLASS D - STEP 6	56,652	55,426	53,709	52,483
STEP 5	55,518	54,317	52,634	51,433
STEP 4	54,408	53,230	51,582	50,404
STEP 3	53,320	52,166	50,550	49,396
STEP 2	52,254	51,123	49,540	48,409
STEP 1	51,210	50,101	48,550	47,441
CLASS E - STEP 6	55,132	53,938	52,268	51,074
STEP 5	54,028	52,858	51,221	50,052
STEP 4	52,947	51,801	50,197	49,051
STEP 3	51,889	50,766	49,193	48,070
STEP 2	50,851	49,750	48,209	47,108
STEP 1	49,834	48,755	47,245	46,166
CLASS F - STEP 6	52,272	51,141	49,557	48,426
STEP 5	51,227	50,118	48,566	47,457
STEP 4	50,203	49,117	47,595	46,509
STEP 3	49,199	48,134	46,643	45,578
STEP 2	48,216	47,172	45,711	44,668
STEP 1	47,252	46,229	44,797	43,775
CLASS G - STEP 6	49,659	48,584	47,079	46,004
STEP 5	48,665	47,612	46,137	45,084
STEP 4	47,692	46,659	45,214	44,182
STEP 3	46,738	45,727	44,310	43,299
STEP 2	45,803	44,811	43,423	42,432
STEP 1	44,887	43,916	42,556	41,584

ATTACHMENT A
ADMINISTRATIVE SALARY SCHEDULE

1989-90

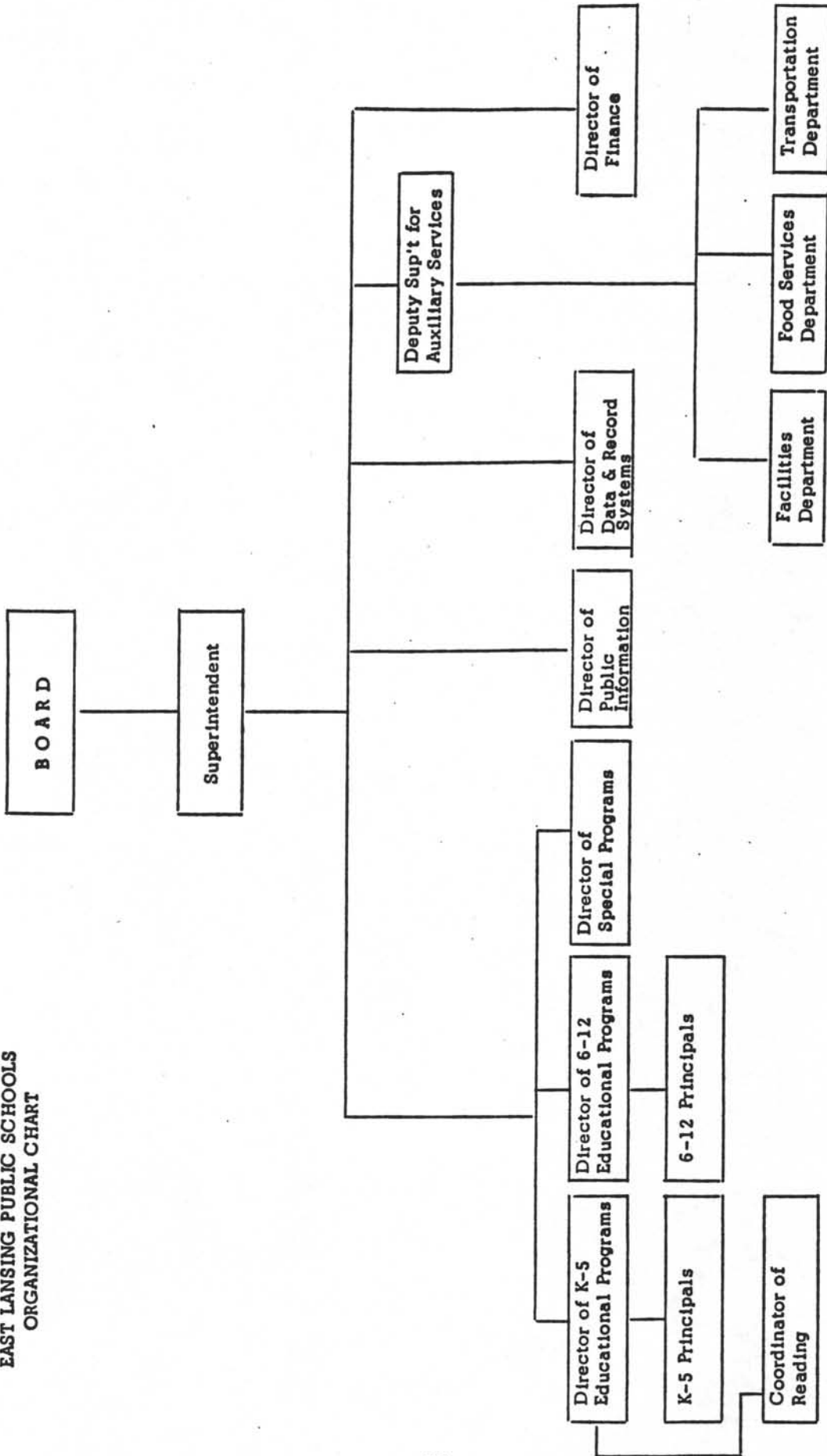
	231 DAYS	226 DAYS	219 DAYS	214 DAYS
CLASS A - STEP 6	70,602	69,074	66,934	65,406
STEP 5	69,189	67,692	65,595	64,097
STEP 4	67,805	66,338	64,283	62,815
STEP 3	66,449	65,010	62,997	61,559
STEP 2	65,119	63,709	61,736	60,327
STEP 1	63,818	62,437	60,503	59,122
CLASS B - STEP 6	69,222	67,723	65,626	64,128
STEP 5	67,838	66,370	64,314	62,846
STEP 4	66,482	65,043	63,029	61,590
STEP 3	65,152	63,742	61,768	60,358
STEP 2	63,850	62,468	60,533	59,151
STEP 1	62,572	61,218	59,322	57,968
CLASS C - STEP 6	63,536	62,161	60,236	58,861
STEP 5	62,266	60,918	59,031	57,684
STEP 4	61,021	59,701	57,852	56,531
STEP 3	59,802	58,507	56,695	55,401
STEP 2	58,605	57,337	55,561	54,292
STEP 1	57,432	56,189	54,449	53,206
CLASS D - STEP 6	60,014	58,715	56,896	55,597
STEP 5	58,813	57,540	55,758	54,485
STEP 4	57,637	56,389	54,643	53,395
STEP 3	56,484	55,262	53,550	52,327
STEP 2	55,355	54,157	52,480	51,281
STEP 1	54,249	53,074	51,431	50,256
CLASS E - STEP 6	58,403	57,139	55,369	54,105
STEP 5	57,234	55,995	54,261	53,022
STEP 4	56,089	54,875	53,175	51,961
STEP 3	54,968	53,778	52,113	50,923
STEP 2	53,868	52,702	51,070	49,904
STEP 1	52,791	51,648	50,048	48,906
CLASS F - STEP 6	55,374	54,176	52,498	51,299
STEP 5	54,267	53,092	51,448	50,273
STEP 4	53,183	52,031	50,420	49,269
STEP 3	52,119	50,990	49,411	48,283
STEP 2	51,077	49,972	48,424	47,318
STEP 1	50,056	48,972	47,456	46,372
CLASS G - STEP 6	52,606	51,467	49,873	48,734
STEP 5	51,553	50,437	48,875	47,759
STEP 4	50,522	49,428	47,897	46,804
STEP 3	49,512	48,440	46,940	45,868
STEP 2	48,521	47,470	46,000	44,950
STEP 1	47,551	46,522	45,081	44,052

ATTACHMENT A
ADMINISTRATIVE SALARY SCHEDULE

1990-91

	231 DAYS	226 DAYS	219 DAYS	214 DAYS
CLASS A - STEP 6	74,787	73,168	70,902	69,283
STEP 5	73,290	71,704	69,483	67,896
STEP 4	71,824	70,270	68,093	66,539
STEP 3	70,387	68,864	66,731	65,207
STEP 2	68,978	67,485	65,395	63,902
STEP 1	67,601	66,137	64,089	62,626
CLASS B - STEP 6	73,325	71,737	69,515	67,928
STEP 5	71,859	70,303	68,126	66,570
STEP 4	70,423	68,898	66,764	65,240
STEP 3	69,014	67,520	65,429	63,935
STEP 2	67,634	66,170	64,120	62,657
STEP 1	66,281	64,846	62,838	61,403
CLASS C - STEP 6	67,302	65,845	63,806	62,349
STEP 5	65,957	64,529	62,530	61,103
STEP 4	64,638	63,239	61,280	59,881
STEP 3	63,346	61,975	60,055	58,684
STEP 2	62,079	60,735	58,854	57,510
STEP 1	60,837	59,520	57,676	56,359
CLASS D - STEP 6	63,571	62,195	60,268	58,892
STEP 5	62,299	60,950	59,062	57,714
STEP 4	61,053	59,731	57,881	56,560
STEP 3	59,832	58,537	56,724	55,429
STEP 2	58,636	57,367	55,590	54,321
STEP 1	57,464	56,220	54,479	53,235
CLASS E - STEP 6	61,865	60,526	58,651	57,312
STEP 5	60,626	59,314	57,477	56,164
STEP 4	59,414	58,128	56,327	55,041
STEP 3	58,226	56,966	55,201	53,941
STEP 2	57,061	55,826	54,097	52,862
STEP 1	55,920	54,709	53,015	51,804
CLASS F - STEP 6	58,656	57,387	55,609	54,340
STEP 5	57,483	56,239	54,497	53,253
STEP 4	56,335	55,115	53,408	52,189
STEP 3	55,208	54,013	52,340	51,145
STEP 2	54,104	52,933	51,294	50,123
STEP 1	53,023	51,875	50,268	49,121
CLASS G - STEP 6	55,724	54,517	52,829	51,623
STEP 5	54,609	53,427	51,772	50,590
STEP 4	53,516	52,358	50,736	49,578
STEP 3	52,446	51,311	49,722	48,586
STEP 2	51,396	50,284	48,727	47,614
STEP 1	50,369	49,279	47,753	46,663

EAST LANSING PUBLIC SCHOOLS
ORGANIZATIONAL CHART



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