

6/30/93

COLLECTIVE BARGAINING AGREEMENT

between

LAKE SHORE BOARD OF EDUCATION

and

LAKE SHORE ASSOCIATION OF
SCHOOL ADMINISTRATORS

ST. CLAIR SHORES, MICHIGAN

JULY 1, 1990 -- JUNE 30, 1993

Lake Shore Public Schools

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**LAKE SHORE BOARD OF EDUCATION
LAKE SHORE ASSOCIATION OF SCHOOL ADMINISTRATORS**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this 1st day of July 1990, is by and between the Board of Education of the Lake Shore Public Schools, hereinafter called the BOARD, and the Lake Shore Association of School Administrators, hereinafter called the ASSOCIATION.

WITNESSETH:

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

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

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

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

ARTICLE I

RECOGNITION

Section 1. Recognition of the Association

The BOARD hereby recognizes the ASSOCIATION in accordance with the applicable provisions of Act 336 of the Public Acts of 1947, as amended, as the sole and exclusive collective bargaining representative for all certified personnel employed by the BOARD in administrative and/or supervisory positions, excluding the Superintendent, Assistant Superintendent in Charge of Finance, Assistant Superintendent of Personnel and Labor Relations, and Assistant Superintendent of Instruction, all non-supervisory employees and all other employees.

This provision shall not be subject to the grievance procedure.

Section 2. Exclusive Collective Bargaining Agreement

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

Section 3. Authority of the Board

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

Section 4. Scope of the Agreement

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

Section 5. Definitions

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

- (A) **BOARD** shall mean the Board of Education of the Lake Shore Public Schools or its designated agents.
- (B) **ASSOCIATION** shall mean the Lake Shore Association of School Administrators.
- (C) **ADMINISTRATOR** shall mean any member of the bargaining unit.
- (D) **SUPERINTENDENT** shall mean the Superintendent of Schools of the Lake Shore Public Schools or his designated agents.
- (E) In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

Section 6. Distribution of Agreement

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

Section 7. Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct towards each other. The BOARD, therefore, agrees that it will meet its obligation as defined in Act 336, P.A. 1947, as amended, and the ASSOCIATION agrees that no administrator shall engage in a strike as also defined in the above mentioned Act. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, accruing to either party under the above same Act.

Section 8. Association/Superintendent Meetings

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

Section 9. Nondiscrimination

The ASSOCIATION agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations. The BOARD agrees to continue its policy of nondiscrimination against any administrator on the basis of race, creed, color, age, national origin, sex, marital status or membership participation in or association with the activities of any professional educational organization. If a grievance, which arises under this provision, proceeds to arbitration, the ASSOCIATION agrees to pay the entire cost of such arbitration.

Section 10. Creation of New Administrative Positions

The BOARD reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing the duties that such new positions shall carry. However, the BOARD agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the unit, it shall bargain with the ASSOCIATION on such matters, provided it is obligated to do so by law. And further, the ASSOCIATION at a regular monthly or special conference with the Superintendent (Article I, Section 8, above) may make recommendations regarding the creation of new administrative positions within the unit prior to the BOARD taking any action on the matter.

Section 11. Change in Administrative Duties

It is agreed that the BOARD has the right to define the duties of administrators and assign their administrative responsibilities, under the supervision of the Superintendent, for the planning, management, operation and evaluation of the educational program and services. However, if the BOARD changes any present duties or responsibilities during the term of this agreement which affect wages, hours, or other terms and conditions of employment it agrees to bargain upon the impact of such changes at the request of the ASSOCIATION.

Section 12. Effect on Existing Contracts

Any individual written contracts issued to administrators shall be subject to this agreement and each of the terms and conditions hereof shall control and supersede any provision of such contracts in conflict therewith.

ARTICLE II

ASSOCIATION RIGHTS

Section 1. Dues Deduction and Representation Fee

- (A) The BOARD shall deduct ASSOCIATION dues or a representation fee from the paycheck of each administrator for whom the ASSOCIATION has, on file a written authorization to do so, provided that the ASSOCIATION certifies to the BOARD the name of each administrator who has authorized payroll deduction.
- (B) Such deductions shall continue until the administrator, in writing, revokes his authorization or his services with the district are terminated, whichever occurs first.
- (C) Such deductions shall be made biweekly and in equal installments.
- (D) All deductions will be forwarded by the BOARD to the ASSOCIATION financial officer no later than seven (7) calendar days after such deductions are made.
- (E) The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the BOARD in reliance upon the certified lists furnished to the BOARD by the ASSOCIATION for the purpose of complying with any of the provisions of this section.

Section 2. Agency Shop

- (A) Within thirty (30) days after the commencement of employment or the commencement of the school year, whichever occurs later, each administrator, as a condition of employment shall:
 - (1) Tender the current membership dues to the ASSOCIATION, or (2) in the alternative, tender a representation fee to the ASSOCIATION in such an amount as the ASSOCIATION may prescribe (but in no event shall such amount exceed the current dues required of ASSOCIATION members).
- (B) After the conclusion of the prescribed time period the ASSOCIATION may certify to the BOARD the name of any administrator who has failed to exercise one of the options set forth in (A) above. Such certification shall include a statement of the ASSOCIATION'S good faith attempt to inform the administrator of the options available and of the administrator's refusal to exercise either of them.
- (C) After receiving the ASSOCIATION'S certification the BOARD shall notify such administrator, in writing, that his employment with the school district will be terminated at the conclusion of the current school year if such administrator does not exercise one of the options set forth in (A) above within thirty (30) days after receiving notification of dismissal from the BOARD. It is understood that the ASSOCIATION'S certification to the BOARD must be received no later than ninety (90) days prior to the close of the current school year.

- (D) Any administrator dismissed under the provisions of this section and who, at a later date, is re-hired shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the ASSOCIATION when such administrator left the district, provided that the ASSOCIATION certifies to the BOARD, not later than thirty (30) days after such administrator's dismissal takes effect, the total amount of unpaid dues or representation fees. Such certification shall include a statement of the ASSOCIATION'S good faith attempt to collect the amount outstanding and of the administrator's refusal to pay.
- (E) The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reasons of action taken or not taken by the BOARD for the purpose of complying with any of the provisions of this section.
- (F) This section shall take full force and effect on the effective date of an amendment of existing law which will authorize the agency shop. However, no administrator will be dismissed for failure to pay to the ASSOCIATION any membership dues or representation fee which accrued prior to the effective date of this section (agency shop).

Section 3. Association Use of School Buildings

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

Section 4. Professional Leave Days

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

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

ARTICLE III

EMPLOYMENT REQUIREMENTS

Section 1. Health Requirements

- (A) Health Requirements. Each administrator shall maintain a condition of general health, which includes freedom from substance abuse, sufficient to permit him to successfully perform the expressed and implied duties of the position for which he is employed. Each administrator shall, at BOARD expense, be required to obtain a health examination by such duly licensed physician as the BOARD may designate. This examination shall be made every two years. This examination

may be waived upon written request of the administrator if he/she is under the care of a physician.

- (B) T.B. Test. Each administrator shall file with the BOARD a statement showing evidence of freedom from communicable tuberculosis in accordance with law. Such statement must be filed prior to the first day of school. The BOARD shall notify administrators that timely T.B. Test results must be filed with the Personnel Office and such notice will be sent to administrators no later than August 15.

Section 2. Appointment to Administrative Positions

- (A) Applicants for positions within the unit shall meet those qualifications established by the BOARD.
- (B) Administrators shall first be given an opportunity to transfer to vacant positions within the unit according to the provisions of the transfer policy set forth in Article IV, Section 9 of this agreement.
- (C) It is understood that the BOARD may fill any of the above described vacancies on an interim basis whenever a need arises for a period of time not to exceed one semester.
- (D) A new position of teacher-coordinator shall be created to perform some of the non-evaluative duties currently assigned to ASSOCIATION members.
 1. A coordinator role be established for the Chapter 1 Program.
 2. A coordinator role be established for the Athletic Directorship that has been filled by a building administrator.
 3. A coordinator role be established for Vocational Education Director that has been filled by an administrator. It is understood that when the Vocational Education Consortium is operational this position may be eliminated.
 4. This concept of "teacher coordinator" shall continue as an experimental program and will be evaluated at the end of each school year. It is also understood that work assigned to coordinators may be reassigned to the Administrative Unit if done in a manner consistent with the terms of this Agreement.

Section 3. Hours of Work

In order to obtain ultimate efficiency in the operation of the district's schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, on some occasions, involve work outside of the school building and frequently outside the regular school day. The professional discretion of administrators in scheduling their hours of work will be respected insofar as such discretion is reasonable and consistent with school programs and the aims aforesaid and does not infringe upon the Superintendent's duty to supervise and direct the work of administrators in accordance

with law.

Section 4. Work Weeks and Summer Months

(A) The length of the administrators' work year is as follows:

Assistant Principals	
Elementary Principals	Teacher duty days plus twenty (20) days
Dir. of Special Education	Teacher duty days plus twenty-five (25) days.
Middle School Principal	Teacher duty days plus twenty-five (25) days.
High School Principal	Fifty-two (52) weeks with twenty-five (25) days vacation.

(B) The Superintendent shall prior to July 1 of each school year, establish when the additional duty days for administrators will be served. Such days on occasion may fall at times during the school year when teachers are ordinarily not on duty but may not include days designated as a paid holiday unless mutually agreed upon.

(C) The high school principal shall receive the same paid holidays as all other unit administrators and shall schedule his vacation days with the Superintendent's approval.

(D) If in any one (1) year, the Superintendent determines that an administrator needs to work additional time during the period he is off work as specified in (A) above, such administrator shall be paid his daily rate of pay for each additional day he agrees to work. It is understood that an administrator may request the Superintendent to grant compensatory time off during the school year in lieu of payment for such additional work days.

(E) Daily rate of pay shall be computed by dividing the total salary including longevity pay by the total of teacher days, plus 20 days for elementary principals, assistant principals and the Director of Special Education, 25 days for the middle school principal and 30 days for the high school principal, plus days off during the school year (Labor Day, Thanksgiving Break, Christmas Recess, Winter Break, Easter Recess, Memorial Day and July 4) given to the administrator as paid holidays.

(F) Administrators are to be regarded as fifty-two (52) week employees.

Section 5. Evaluation of Administrative Personnel

(A) The Superintendent or his designee shall meet with each administrator sometime prior to November 1 of each school year. At this meeting the Superintendent shall identify for the administrator the performance areas and general characteristics upon which the administrator's annual evaluation will be based.

- (B) The Superintendent or his designee shall meet again with each administrator sometime prior to February 1 of each school year for the purpose of discussing the administrator's performance to date. Specific concerns, if any, will be identified in writing for the administrator at this meeting.
- (C) Prior to the end of the administrator's work year the Superintendent or his designee shall meet with the administrator and review his performance for the year. The Superintendent or his designee will issue a formal narrative evaluation which shall be received by August 31st with a copy being placed in the official personnel file.
- (D) When an administrator does not agree with his personal evaluation, he may, at his option, meet with the Superintendent and attempt to resolve that part of the evaluation with which he is not in agreement. If the matter is not resolved, the administrator may attach a written statement to the evaluation.

Section 6. Administrative Interns

In the BOARD'S effort to develop and train future administrators, it may at its sole discretion, create the position of administrative intern. In such event, the Board shall select and assign duties to the appointee.

It is understood that an administrative intern shall receive salary and fringe benefits as determined by the BOARD but shall be a member of that unit of employees represented by the ASSOCIATION.

Section 7. Administration of a Building During a Principal's Absence

- (A) During the first two (2) weeks of the school year, each principal may appoint a certified employee to head the building's staff in the principal's absence. This employee shall be empowered to make a temporary disposition of student problems in a manner consistent with the building and district policies. However, he shall have no power to suspend or send a child home without first securing permission from the Superintendent, his designee, or the administrator assigned to be on call for that building. All other emergent problems shall be deferred for future action by the principal or referred to the administrator assigned by the Superintendent to be on call for that building.
- (B) In the case of a school that has an assistant principal, should the principal be absent for more than ten (10) consecutive school days, the assistant shall assume the principal's duties on a temporary basis. In addition, some provisions shall be made to fill the assistant's position on a temporary basis.
- (C) When the assistant assumes the principal's duties in (B) above, such assistant's compensation shall be adjusted upwards by using the following formula: \$1,500.00 divided by ninety (90) days multiplied by the number of days the assistant has assumed the principal's duties. Payment for such service shall be made on the first paycheck after the end of the current semester.

Section 8. Retirement

Each administrator shall retire no later than June 30th of the fiscal year (which shall mean July 1 - June 30) in which he reaches the age of seventy (70).

ARTICLE IV

ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

Section 1. Open Personnel File

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

Section 2. Pupil Assignments

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

Section 3. Staff Assignments

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

Section 4. Parent Complaints

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

Section 5. Encouragement and Support of Administrators

The BOARD, recognizing that administrators are frequently exposed to situations of great stress and pressure, hereby agrees to render to its administrators all encouragement when they are acting within the scope of their employment. The BOARD further agrees to continue its liability insurance coverage of administrators in effect as of September 1, 1969, and make the full resources of such policy available to any administrator if the need ever arises. However, it is understood that because the BOARD'S insurance carrier defends an administrator, the BOARD is not precluded from taking disciplinary action against such administrator in accordance with the appropriate provision of this agreement.

Section 6. Discharge of Administrators

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

- (A) Has received in writing the specific reasons for such action.
- (B) Has been accorded a closed hearing, at his request, before the Board of Education.
- (C) It is understood that in the event of suspension (A) and (B) above may occur after such suspension has been affected. However, in no event shall the reasons be given more than one (1) day after such suspension has occurred nor shall the meeting with the BOARD occur more than five (5) days after requested by the affected administrator.
 - (1) If the ASSOCIATION does not agree with the decision of the BOARD relative to such suspension it may proceed immediately to arbitration under ARTICLE VIII, Section 2 (D) of this agreement.
- (D) At any hearing(s) under this provision the affected administrator shall be entitled to ASSOCIATION representation at his request.
- (E) It is understood that a discharge shall not be subject to the grievance procedure under ARTICLE VIII of this agreement.

Section 7. Discipline

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

- (A) For the purpose of this section, discipline shall mean a written admonition which is derogatory of an administrator's conduct, service, or personality. It shall also mean a written warning to an administrator.
- (B) The disciplinary admonition shall be signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file in accordance with ARTICLE IV, Section 1 of this agreement.

Section 8. Individual Contracts (Tenure)

- (A) It is agreed that each certificated person employed by the district as an administrator prior to July 1, 1983 shall acquire tenure status in such administrative capacity upon successfully completing a probationary period as set forth in ARTICLE II and III, Act 4, P.A. 1937, as amended, and shall not have any of his tenure rights diminished in any way after that date.
- (B) It is expressly understood that certificated persons initially employed by the district as administrators after July 1, 1983 shall not acquire tenure status in their administrative position as set forth in ARTICLE III of Act 4, P.A. 1937, as amended. Such administrators shall serve a one (1) year probationary period. After the successful completion of the probationary period the administrator shall be offered a three (3) year contract which shall be renewed for an additional year each year upon the recommendation of the Superintendent.

Section 9. Transfer/Change of Assignment

- (A) All vacated or newly created administrative positions within the unit will be posted for a period of five (5) days to members. Any interested administrator who possesses the appropriate administrative certification may apply for a transfer and shall be considered before candidates from outside the unit are considered.
- (B) If the Superintendent denies the transfer request, he will place his reasons for the denial in writing at the request of the administrator.
- (C) If the Superintendent believes it necessary for the effective management of the District's school and/or programs, any administrator may have his assignment changed for the following year. The Superintendent will meet and discuss the reasons for the change with the affected administrator. All such changes, whenever possible, shall be made prior to the end of the affected administrator's work year, will not result in the reduction of any administrator's compensation, and he shall be given a period of time in accordance with the Michigan Rules for Administrative Certification in which to obtain the appropriate certification, if necessary.

Section 10. Layoff and Recall

If, in the BOARD'S judgement, it is ever necessary to reduce administrative staff, the BOARD shall, individual contracts notwithstanding, have the authority to layoff administrators to achieve the necessary reduction in staff.

- (A) Reduction of administrative staff.

Reduction of administrative staff shall be accomplished on the basis of length of administrative service within the district, administrative certification and qualifications. A more senior administrator may bump a less senior administrator if he has or may obtain at least temporary administrative certification. However, the high school principal and middle school principal may only be bumped by an administrator with previous experience in that position. Length of administrative service shall be calculated from the date of the employee's administrative

contract in a bargaining unit position, plus any acting administrative service defined as appointed by the Board of Education and/or Superintendent and compensated according to the administrative salary schedule. It shall also include any non-unit Central Office experience as well as time spent on a unit administrative layoff.

- (B) In the event of a tie in length of administrative service within the District, the decision shall be based on a consideration of the following factors:
- (a) Certification requirements.
 - (b) Length and area of professional experience within the system.
 - (c) Length and area of professional experience outside the system.
 - (d) Academic training.
 - (e) Professional growth.
 - (f) Ability to perform the assignment.

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

- (C) Any administrator relieved of his duties because of a reduction of staff shall be appointed to the next administrative opening for which he has or may obtain at least temporary certification and for which he is qualified.
- (D) It is understood that the BOARD may fill vacancies which are a result of a layoff provided the BOARD posts the position in accordance with the transfer procedure outlined ARTICLE IV, in Section 9 (A) of this agreement.
- (E) It is understood that in the event that a position is abolished and that administrator is not the one to be relieved of his duties, the Superintendent may reassign him to a vacant administrative position for which he is certified, and has BOARD required State Department of Education endorsements. Any administrator so reassigned shall be given an opportunity to return to a position similar to his former one if and when such a vacancy occurs.

Section 11. Disciplinary Authority and Responsibility

It is understood that building principals are the chief disciplinary officers of their schools and as such have final authority and responsibility for their students' attendance and conduct. Therefore, rules and regulations shall be prepared to govern the behavior of all students under their charge. It is further understood that building administrators shall not be obligated to support or enforce disciplinary measures imposed upon students by teachers unless done in a manner consistent with BOARD policies and for reasons approved by the building administrator.

ARTICLE V

INSTRUCTIONAL PROGRAM MATTERS

Section 1. Curriculum Revision

It is agreed that it is the legal responsibility of the BOARD to determine the curriculum and programs to be implemented within the school district. It is recognized that the training, expertise, and experience of professional school

administrators make them an invaluable resource which can be utilized by the BOARD as to curriculum and program development.

Section 2. Professional Activities Allocation

- (A) The BOARD agrees to pay for each administrator one state and one national membership in professional organizations that he may designate and that are related to his current assignment. Such membership to be paid for, or the cost of which to be reimbursed to the administrator, according to those procedures that may be established by the Director of Business Affairs.
- (B) An individual conference fund of \$600.00 shall be established for each administrator that may be used by him to attend state and local conferences, join additional professional organizations or purchase professional publications, all requiring the prior approval of the Superintendent. All requests for expenditure shall be submitted on Conference Approval Forms and documented with appropriate receipts. In addition, conference attendees upon their return may be required by the Superintendent to submit a descriptive account of the conference's program and its value to the administrator.
- (C) A central conference fund shall be established with an annual allocation of \$100.00 per administrator that the Superintendent may use to send administrators to conferences, seminars and other training sessions that the Superintendent believes may be of value to the administrator or the District's interests.

ARTICLE VI

PROFESSIONAL IMPROVEMENT

Section 1. Tuition Reimbursement

The BOARD agrees to allocate the sum of \$6,000.00 for the 1986-88 school years for the purpose of fully reimbursing administrators for academic courses successfully completed during the past school year and summer. It is understood that such courses shall apply towards a Master's, Ed.S., Ph.D. or Ed.D. Degree, or shall be related to the administrator's assignment. It is further understood that the administrator must still be under contract to the BOARD and shall submit a transcript of credits to the Assistant Superintendent of Personnel and Labor Relations on or before September 30th of the current school year. The Director of Personnel and Labor Relations shall then certify that the credits earned are covered by this provision, and payment shall be made within 30 days thereafter. In the event the total request for reimbursement exceeds the sum allocated, the payments to each administrator shall be proportionately reduced. It is understood that the Superintendent may request that an administrator take a specific class.

Section 2. Sabbatical Leave

The BOARD may grant a sabbatical leave in accordance with Part III, Section J of the Board Policies. However, such policy is amended to provide that (1) an administrator with a Bachelor's Degree may make application for such leave, (2) an administrator shall be eligible for a sabbatical leave after completing the minimum number of years required under State law, which is presently seven (7) consecutive years of service

with the district and, (3) the rate of pay while on sabbatical shall be 75% of the administrator's scheduled salary, provided that any other salary or fees earned as a direct benefit of the sabbatical leave or for work done in connection with or made possible by such leave, together with such sabbatical compensation, but less all expenses incurred by the administrator as a direct result of affecting the sabbatical leave, shall not exceed the full amount of the salary he would receive if on active status. It is understood that an administrator's sabbatical salary (75%) shall be reduced by the amount which his other salaries and fees earned, when added to his sabbatical salary, exceed his scheduled salary (full pay).

Section 3. Leave of Absence for Professional Improvement

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

ARTICLE VII

FRINGE BENEFITS

Notwithstanding the benefit provisions of the Sections 1-4 below, the terms of any contract or policy issued by a carrier determined by the BOARD thereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The BOARD, by payment of the premiums required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the BOARD shall not result in any liability to the Board of Education or the ASSOCIATION, nor shall such failure be considered a breach of any obligation by either of them. However, the BOARD shall continue to assist employees

with the processing of claims and, further, periodically review the carrier's performance of their administration of the policy contracts with the District and advise the carriers when the BOARD or the ASSOCIATION finds their performance unsatisfactory.

Section 1. Group Life Insurance

The sum of \$50,000.00 Group Term Life Insurance for each administrator shall be provided by the BOARD, with accidental death and dismemberment benefits.

Section 2. Group Term Life Insurance for Retirees

Upon retirement the BOARD agrees to provide \$50,000.00 Group Term Life Insurance for retirees from age fifty-five (55) to age seventy (70) effective July 1, 1985 who qualify for benefits under the Michigan School Employees Retirement System or Social Security and have been employed for at least ten (10) years. It is understood the BOARD shall determine the insurance carrier. At age seventy (70) such amount will be \$6,000.00.

Section 3. Health and Accident Insurance

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

- (A) Ninety (90) day waiting period (calendar days).
- (B) Payment of 70% of monthly salary for the first 26 weeks to a maximum of \$4,000.00 per month.
- (C) Thereafter, 2/3 of monthly salary subject to a maximum of \$4,000.00 per month up to age 70.
- (D) Annual 3% cost of living adjustments, maximum of (5) adjustments.
- (E) The BOARD shall allow an administrator to return from a long sick leave on not less than a one-half time basis subject to the following limitations:
 - (1) The BOARD shall be given, in writing, a full release by the family and other attending physicians;
 - (2) The administrator shall be placed back on payroll and one-half day shall be deducted from his sick leave bank for each day he is working under this provision;
 - (3) The Superintendent shall have full and final authority to allow and to discontinue this provision and the decision shall not be grievable;
 - (4) If the administrator has been on L.T.D. he must have been on it for a period of time not less than thirty (30) calendar days;

- (5) The administrator saves the Superintendent and BOARD harmless should assignment under this provision be found to be contributory to further illness or other illnesses;
 - (6) A trial period shall not exceed one calendar month. At that time, a decision shall be made to allow the administrator either to return to work on a full-time basis or to return to L.T.D. or full sick leave (depending upon eligibility) for the remainder of his recuperation period;
 - (7) A reduced job performance expectation shall be developed by the administrator's supervisor. This shall be subjected to the Superintendent's approval so as not to cause any undo hardships on fellow administrators.
- (E) An administrator may elect to draw up to 95% of his full salary by using sick days while on L.T.D. by having a full day deducted from his bank during the period of time this option is used by the administrator.
- (F) Worker's Compensation

Employees receiving payment under this provision shall be compensated at 100% of their wages for the first ten working days. Commencing with the eleventh day the employee shall be compensated at the rate of 85% of his wage. If the employee so chooses he/she may elect to use accumulated sick leave and/or vacation time to make up the difference in daily rate up to 15%. The employee must submit the request in writing to the Director of Human Resources and Special Education not more than five work days of the date on which the reduced compensation begins.

An employee who is receiving Worker's Compensation shall return to a restricted duty position with the District at his/her regular wages with written permission of his/her doctor.

Section 4. Hospitalization, Dental, and Optical Insurance

(A) Hospitalization and Medical Insurance

- (1) Upon submission of a written application, the BOARD shall provide full coverage for each administrator who elects to enroll and their eligible immediate family dependents, for a hospitalization and medical insurance policy with Blue Cross/Blue Shield (rather, the BOARD'S carrier's provisions of equal to or in excess of the following):

MVF-1 - with Master Medical	FAE-RC
ML	OPC
PPNV-1	FC
D45NM	PCES-1 and PCES-2
P.D. (\$3.00 deductible)	

- (2) Administrators working less than a full contract year will have benefits terminated on the first day of the month following termination of employment.

- (3) It is the administrator's responsibility to report to the Personnel Office any changes in family status within thirty (30) days of such change. The administrator shall be responsible for any overpayment of premiums made by the Board on his behalf for his failure to comply with this provision.
- (4) For those administrators so electing, the Board shall pay an amount up to equal the premium it pays for the coverage described above, under the same conditions as described above, for the Blue Preferred Plan (PPO) or BC/BS Blue Care Network (HMO) or equivalent. The administrator shall be responsible for any amount in excess of such premium for the cost of the PPO or HMO plans.

(B) Dental Insurance

The BOARD will pay the full premiums on the following dental insurance for each administrator and their eligible dependents through the insurance company determined by the BOARD. Such coverage shall include: Type I Benefits - 100%; Type II Benefits - 85%; Type III Benefits - 70% of all covered expenses up to a maximum of \$1,000.00 per person per calendar year. Orthodontic benefits will be provided as follows: 50% to a lifetime maximum of \$1,000.00 per covered individual.

(C) Optical Insurance

- (1) The BOARD will pay the full premium on the following optical insurance for each administrator and their eligible dependents through an insurance carrier determined by the BOARD.
- (2) Such coverage shall include the following services and materials maximum benefits during any period of twelve (12) consecutive months.

(a) Eye Examination	\$36.00
(b) Lenses	
Single Vision (two lenses)	\$36.00
Bifocal (two lenses)	60.00
Trifocal (two lenses)	90.00
Contacts (two lenses)	66.00
(b) Frames	\$30.00

- (3) The additional coverage shall also be provided:
 - (a) Aphakic lenses following cataract surgery, and
 - (b) Contact lenses if visual acuity is not correctable to 20/40 or better with conventional lenses but can be corrected to 20/40 or better by the use of contact lenses, and
 - (c) The maximum benefit during the lifetime of an insured family member for aphakic and contact lenses combined will be \$400.00.

- (D) Should at some future date the Board decide to investigate other health insurance carriers, self-funding and/or third party administrators in order to provide the same or better coverage to administrators as described in (A) (B) and (C) above, the Association shall be allowed representation the committee convened by the board to study such alternatives. Once the board makes a choice as to another carrier or third party administrator, or to use self-funding for any of its health care programs, Article VII, Section 4 shall be reopened for negotiations.

Section 5. Transportation Reimbursement

The BOARD agrees to pay each administrator at the rate of twenty cents (\$.20) per mile, for travel involved in the official discharge of his required duties which requires the use of the administrator's personal automobile. Each administrator shall submit his mileage claims monthly on forms and according to procedures determined by the Director of Business Affairs. Such reimbursement shall be paid after the regular Board of Education meeting each month.

Section 6. Severance Pay

Each administrator who has been employed by the BOARD for a period of ten (10) consecutive years shall be eligible for severance pay upon death, retirement or other termination of services. Such severance pay shall be an amount equal to 25% of the administrator's last regular daily rate only that it is understood that sick days accumulated after 7-1-84 shall be multiplied by the daily rate current at the time they were accumulated times 25%. However, any administrator who was employed prior to July 1, 1967 shall be eligible for the above severance pay after having been employed by the BOARD for a period of five (5) consecutive years.

However, if an administrator is retiring and who qualifies for benefits under the Michigan School Employees Retirement System or Social Security after ten (10) consecutive years of employment in the district, such severance pay shall be an amount equal to 35% of such leave bank days. That it is understood that sick days accumulated after 7-1-84 shall be multiplied by the daily rate current at the time they were accumulated times 35%.

It is further understood that those administrators who have reached the cap on their sick day accumulations (90-120 days as determined by the administrator) shall receive an additional annual increment of between \$1,500 and \$3,000 (amount to be determined by the administrator and computed on number of days X 35% of daily rate) and the Board's severance liability to those administrators shall be reduced by a like amount.

Section 7. Current Year's Unused Sick Leave

An administrator who is not eligible for severance pay under ARTICLE VII, Section 6 of this agreement may cash in all or a portion of his current year's unused sick leave days in accordance with the following formula: 25% of unused sick leave days times daily rate of pay. It is understood that if an administrator desires to exercise this option he shall so indicate in writing and deliver it to the Payroll Office no later than June 1st of the current school year. It is further understood that the request for payment for current unused sick leave days must be in multiples of five (5, 10, or 15 days). Payment will be made in a lump sum on the second pay in July.

Those administrators who have reached the cap on their sick leave accumulation (90-120 days as determined by the administrator) shall receive an annual payment for all unused sick days at 30% of daily rate of pay.

Section 8. Severance Pay Prior to Severance

- (A) An administrator may draw on his accumulated leave bank days beyond a minimum accumulation of sixty (60) days, provided he has qualified for severance pay benefits in accordance with ARTICLE VI, Section 6 of this agreement.
- (B) The method employed for calculating the amount to be paid shall be twenty-five percent (25%) of the administrator's current daily rate of pay times the number of days drawn. It is understood that sick days accumulated after 7-1-84 shall be multiplied by the daily rate current at the time they were accumulated times 25%.
- (C) An administrator's request for payment must be submitted to the Business Office, in writing, no later than June 1st of the current fiscal year. Such request shall include the number of accumulated days to be drawn from the administrator's leave bank. Payment will be made in a lump sum on the second pay in July.

Section 9. Tax Sheltered Annuities

The BOARD agrees to continue to make available the investment by administrators in the tax sheltered annuity program utilizing the following companies: Banker, Equitable Life, Great West, New York Life, and Washington National. All companies holding contracts through the school district with currently working administrators will also be continued. New administrators who hold contracts with companies other than those listed above may retain such carriers. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. However, any administrator may, at any one time between enrollment periods decrease his deduction by notifying the Business Office at least two (2) weeks prior to the date the change is to take effect. Deductions will commence on the first pay of October and March, and will continue to be made on the first pay of each month, thereafter. Payroll deductions shall continue until written notice is submitted to the Business Office indicating a termination date of such deduction.

Section 10. Longevity Pay

Each administrator shall receive a \$700.00 longevity increment on the 12th, 16th, 20th, and 24th year of service with the district. It is understood that up to four (4) years outside teaching or administrative experience or a combination thereof shall be counted in the computation. Such longevity pay shall be in addition to an administrator's scheduled salary of each calendar year. It is understood that before an administrator qualifies for his next longevity increment he must take and complete four (4) semester hours of college credit.

Section 11. Personal Property Loss Fund

The BOARD agrees to establish a fund of \$200.00 to be used in settling claims of administrators for loss or damage to their personal property brought to their work

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

Section 12. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave

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

(A) Sick and Emergency Leave. Each full time administrator shall accumulate and be credited with 15 days per working year for sick and emergency leave. Such number shall be based on 1 1/2 days per month for 12 months. At the end of each fiscal year all unused days shall be placed in the administrator's leave bank to accumulate until the administrator's leave bank cap is reached. Such cap shall be set at some point between 90 and 120 days as determined by each administrator.

(1) Absences for which these days may be used:

- (a) Personal illness.
- (b) Emergency illness in the immediate family when necessary care cannot otherwise be arranged.
- (c) Attendance at weddings in the immediate family (limit of one (1) day).
- (d) Administrator's own wedding (limit of five (5) days). It is understood that leave days for this purpose shall not be used the first and last week of each semester.
- (e) Quarantine.
- (f) Birth of child of the employee.
- (g) Transportation failure only when no other means of transportation is available.
- (h) Religious observance if the dogma of the administrator's religion requires abstention from work.
- (i) If a legitimate reason, stated in writing, necessitates absence from school, and the administrator does not have a personal business day remaining, such leave may be granted with the proper approval of the Superintendent and charged to the administrator's sick bank.

- (2) After the first pay period an administrator may draw on all of his leave days for the balance of the current school year. In the event that an administrator leaves the district prior to the end of his work year and has used more leave days than have been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from the last paycheck due the administrator unless such administrator has enough days in his sick bank to cover the excess days used.
 - (3) It is understood that sick days shall be granted only up to the time an administrator qualifies for health and accident benefits as specified in ARTICLE VII, Section 3, of this agreement.
 - (4) Absences directly resulting from on-the-job injuries or sickness as hereinafter defined shall not be chargeable to the administrator's leave bank and he shall receive the difference between his scheduled salary and any worker's compensation benefits received up to the time he qualifies for health and accident insurance. It is understood that an administrator must apply for worker's compensation, if he is eligible, in order to receive his scheduled salary without charge to his leave bank. Sickness is defined to be measles, mumps, scarlet fever or chicken pox in such cases as the administrator may establish reasonable evidence that he contracted such disease as a direct result of employment. The following requirements shall apply to such injuries or sickness.
 - (a) Injuries or sickness shall be reported to the Superintendent as soon as possible but not later than three (3) calendar days after occurrence. It is understood that the Superintendent shall have the right to require proof of such injury or sickness.
 - (5) An administrator who begins work after the commencement of the work year shall be granted 1 1/4 sick days for each working month left in the work year plus one additional day.
- (B) Personal Leave. Administrators shall be granted, by the Superintendent, time during the normal work day to conduct personal business. If the Superintendent believes the administrator is abusing this provision, he shall immediately confer with the administrator and mutually develop a plan for eliminating any such abuse.
- (C) Funeral Leave. Each full time administrator shall be entitled to leave with pay in the following cases without charge to his sick or emergency or personal business leave except as limited below.
- (1) Death in the immediate family of the administrator and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandmother, grandfather, child, wife, or husband, or any person the administrator serves as a legal guardian.
 - (2) Death of other relative or member of the household or a member of the administrator's staff for a period not exceeding one (1) day.
 - (3) In the event of death of a member of the administrative staff the

Superintendent may make provisions for representation from the administrative staff at the deceased member's funeral.

- (4) It is understood that an administrator, upon returning to work, shall complete and return to the Superintendent a funeral leave absence form.
- (D) Jury and Court Leave. Each administrator shall be excused from his regularly assigned duties for jury duty or the attendance at any court proceeding pursuant to subpoena provided the legal action was not initiated by the employee, his spouse or the Association. He shall be paid the difference between his regular salary and such amount as he may receive as juror or witness fees.
- (E) Selective Service Physical Examination Leave. Administrators called for a selective service physical examination shall be excused without loss of pay or sick leave for such purpose.
- (F) It is understood that when an administrator is going to be absent under any of these leave provisions he shall notify the Centrex Operator at the Administrative Center as far in advance as possible. It is further understood that whenever an administrator intends to be absent from the district for a major portion of a morning or afternoon, and such absence is not covered under any of these leave provisions, he shall give notice of such fact to the Superintendent's office.
- (G) Emergency Sick Leave Bank
 - (1) The BOARD shall add one day per administrator to a sick day bank, each year it is necessary to do so, until the bank reaches one hundred (100) days and then shall add days only when that number is lowered below one hundred (100) as drawn upon, at the end of the year.
 - (2) An administrator must be out of work, due to sickness or injury, for at least ten (10) consecutive days, and he must have exhausted all of his accumulated leave days before he is eligible to receive any days from the bank.
 - (3) An administrator shall make written application to the Superintendent when requesting days from the bank. Such application must be submitted during the period the administrator is out of work and shall include the following information:
 - (a) The date the administrator became disabled due to sickness or injury.
 - (b) The date the administrator would begin drawing days from the bank.
 - (c) A doctor's statement detailing the extent of the disability and indicating the approximate time the administrator shall refrain from working. If surgery is to be performed the doctor must include a statement that there is some immediate necessity that the surgery be performed at the present time.
 - (d) If the BOARD chooses, it may appoint its own doctor, which shall be Henry Ford Hospital (Detroit), at its expense to ascertain the validity of the alleged disability and verify the doctor's statement in (c) above.

- (e) It is agreed that the medical report from Henry Ford Hospital (Detroit) shall be final and binding on the parties.
- (4) Once the administrator has been absent for ten (10) consecutive days, and has exhausted his sick bank, and has met the above application requirements, he may begin drawing a day from the bank for each consecutive day he remains absent from work thereafter due to illness or injury. The administrator may continue drawing days from the bank until the long term disability insurance would take effect, even though he may not be eligible for benefits under that policy.
- (5) At the beginning of each school year the BOARD shall provide the ASSOCIATION with a status report on the emergency sick leave bank, indicating the prior year's usage and the current accumulation.
- (H) It is understood that while an administrator is on unpaid sick leave, long term disability, or drawing days from the central sick leave bank the only fringe benefits that such administrator shall be eligible for are hospitalization, life insurance, dental, and long term disability. It is further understood that when such administrator returns to work he shall be entitled to the same position he occupied prior to the illness or disability, provided that he has furnished the Superintendent with medical evidence of his fitness to resume his former duties. However, upon his return to duty the period of disability shall be counted as service time and shall be included in computations for seniority, schedule advancement, etc.

Section 13. Pregnancy and Child Care Leave

- (A) The administrator shall be permitted to continue working for as long as she fully performs all of the express and implied duties and functions of her position.

The following requirements shall apply to administrators who are pregnant:

- (1) An administrator who is pregnant must inform the Personnel Office within a reasonable time after she has confirmation of her pregnancy.
- (2) The administrator shall submit periodic medical reports as requested, on forms provided by the BOARD.
- (3) A pregnancy leave must be requested at least thirty (30) days prior to the date such leave is expected to commence.
- (4) The administrator's doctor shall determine the date when such employee shall cease working, provided that there has been compliance with (2) above. However, if any question arises relative to the pregnancy, the BOARD may require that the administrator submit to medical examinations by a duly licensed physician selected and paid by the BOARD.
- (5) The employee shall be able to utilize sick leave in accordance with ARTICLE VII, Section 12 (A) (G) only for the period the administrator is medically unable to work. The period of such leave shall run from the date set by the administrator's doctor as in four (4) above until at least the

period of medical disability is completed. At that time the administrator may immediately return to work. However, if the administrator requests, she shall return to work at the beginning of the semester according to the following schedule:

Employees taking a leave commencing from July 1st through October 31st will return to work the following January.

Employees taking a leave commencing from November 1st through May 31st will return to work the following September.

- (6) During the period of such leave the administrator's position may be filled by a temporary employee.
- (7) Upon expiration of such leave, the administrator shall be reinstated to her former position and shall report to work.
- (8) While on such leave an administrator shall retain full hospitalization, dental, optical, and life insurance coverage for the period of medical disability. The administrator shall continue to accumulate seniority for the duration of such leave.

Section 14. General Leave of Absence

- (1) Each non-probationary administrator may upon request be granted a general leave of absence for a period not to exceed one (1) year. Such leave must commence at the start of the administrator's work year.
- (2) During the leave period the administrator's seniority shall continue to accrue.
- (3) Upon return from the leave, the administrator shall be placed in an administrative position to be determined by the Superintendent. The pay rate shall be in accordance with the applicable salary schedule upon return but in no instance shall it be less than he received the year immediately preceding the leave unless the administrator voluntarily agrees to assume a position with lesser compensation.
- (4) If prior to or during the leave period the administrator is identified for layoff, such layoff and any subsequent recall shall be conducted in a manner consistent with ARTICLE IV, Section 10.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a complaint by an administrator, group of administrator, or the ASSOCIATION in its own name alleging that there has been a violation,

misinterpretation, or misapplication of a specific provision of this agreement or any policy, rule, regulation or practice. It is understood that the term grievance shall not apply to:

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

Section 2. Procedure

- (A) **Step One.** An administrator may represent his complaint to the Assistant Superintendent of Personnel and Labor Relations within eleven (11) school days but in no event later than July 15 of the following contract year, after he has been aggrieved by a presently occurring incident or condition which is the basis for his complaint. The Assistant Superintendent of Personnel and Labor Relations shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the administrator and the ASSOCIATION within five (5) school days following the conference.
- (B) **Step Two.** If the aggrieved administrator desires to pursue his complaint further, he must appeal in writing to the Superintendent within five (5) school days after receiving a copy of the decision rendered under Step One of this procedure. The Superintendent shall schedule a conference to attempt to resolve the complaint within five (5) school days after the appeal is received. A written decision on the matter shall be given to the administrator and ASSOCIATION within (5) days following the conference.
- (C) **Step Three.** If the aggrieved administrator desires to pursue his complaint further, he must appeal to the ASSOCIATION which will decide whether or not to take the complaint to arbitration. If the complaint does proceed to arbitration the following rules shall be observed:
 - (1) The ASSOCIATION shall file with the BOARD and the American Arbitration Association a demand for arbitration within fifteen (15) school days after receiving a copy of the decision rendered under Step Two of this procedure.
 - (2) Upon receiving the list of arbitrators from the American Arbitration Association the parties shall meet and employ the following procedure to select an Arbitrator.
 - (a) Beginning with the ASSOCIATION, the ASSOCIATION and the BOARD shall alternately strike a name from such list until only one (1) person remains, who shall be the Arbitrator.

- (3) The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
- (4) The Arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings are concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
- (5) The award of the Arbitrator shall be accepted as final and binding on the ASSOCIATION, its members, the administrator or administrators involved, and the BOARD. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion or duress is present. The ASSOCIATION shall not then, by any other means, attempt to bring about a different resolution of the grievance.
- (6) The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the ASSOCIATION. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
- (7) It is understood that arbitration is an appellate proceeding and therefore neither the ASSOCIATION nor the BOARD shall be permitted to assert in such arbitration hearing any ground or proposed remedy which was not previously disclosed to the other party at hearings under this provision. However, if either party wishes to assert any new ground or remedy then the grievance shall be immediately referred back to Step Three of this procedure.
- (8) It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the terms of the agreement.
 - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement. His powers shall be limited to deciding whether the BOARD has violated, misinterpreted, or misapplied any of the terms of this agreement. It is understood that any matter that is not specifically set forth in this agreement shall not be subject to arbitration.
 - (b) He shall have no power to decide any question which under this agreement is within the authority of the BOARD to decide.
- (9) If the BOARD disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall first determine whether he has jurisdiction to act, and if he finds that he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

(10) The BOARD shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed.

(a) No decision in any one (1) case shall require a retroactive adjustment in compensation in any other case.

Section 3. General Provisions

- (A) The ASSOCIATION may have a representative present at each step of the grievance procedure who may represent an administrator and act in his place with his consent. The BOARD or its designated agents, upon receiving a grievance, shall notify the ASSOCIATION as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the ASSOCIATION unless the ASSOCIATION, in writing, has waived its right to be present or fails to attend the conference.
- (B) Each grievance or appeal shall, on forms printed by the BOARD and available through the ASSOCIATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant himself, and the relief requested.
- (C) At any conference under this grievance procedure, the administrator, ASSOCIATION, and BOARD, may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four hours in advance of the conference.
- (D) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by mutual agreement expressed by the parties in writing.
- (E) A grievance shall always be filed at that step of the grievance procedure where there is authority to render a decision on the grievance.
- (F) Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.
- (G) Each conference conducted under the grievance procedure shall be conducted as a private conference, insofar as it does not violate the provisions of any Open Meetings Act which is now or may hereafter be in effect.
- (H) No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.

- (I) The president of the ASSOCIATION, or his representative shall be released from his regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.
- (J) Any individual administrator may present grievances to his supervisor and have the grievances adjusted, without intervention of the bargaining representative, provided that the bargaining representative has been given an opportunity to be present at such adjustment. But should the adjustment be inconsistent with the terms of this collective bargaining agreement or any policy, rule, regulation or practice relating to any matter upon which the BOARD is obligated to bargain, the ASSOCIATION may, in its own name, appeal that decision at the step of the grievance procedure immediately following the step where the grievance was temporarily resolved.
- (K) Once a grievance has been filed, no administrator outside of the unit or member of the Board of Education shall, upon his own initiative, attempt to discuss that grievance with the administrator(s) involved at a time other than during conferences or hearings provided for in the grievance procedure.

ARTICLE IX

DURATION OF THE AGREEMENT AND SEVERABILITY

Section 1. Duration of the Agreement

- (A) This agreement shall be effective as of July 1, 1990 for a term of three (3) years July 1, 1990 through June 30, 1993. The parties agree to begin negotiations for a new agreement not less than sixty (60) days prior to July 1, 1993.
- (B) This agreement may be amended at any time by the mutual agreement of both parties. It is understood that any amendments agreed upon shall be reduced to writing and distributed to all members of the bargaining unit.

Section 2. Severability

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

ARTICLE X

RATIFICATION

Section 1. Mailing Address for Notices

The notice requirements of any provision of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective address of the parties. In the event that either party shall desire to change the address for such notices, he shall furnish to the other in the manner required hereunder a written notice of such change of address.

**Board of Education
Lake Shore Public Schools
30401 Taylor
St. Clair Shores, MI 48082**

**Lake Shore Association of School Administrators
(Home/school address of current
L.S.A.S.A. president)**

Section 2. Ratification

IN WITNESS WHEREOF we have set our hands to this agreement with the intent that the executive hereof shall be deemed to be complete as of July 1, 1990.

**BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS**

Keith E. Schoenherr, President

Gerard M. Smigielski, Secretary

LAKE SHORE ASSOCIATION OF SCHOOL ADMINISTRATORS

Gloria J. Ehrler, President

ADMINISTRATORS
APPENDIX A

Section 1. Salary Schedule

SALARY SCHEDULE I

<u>STEP</u>	<u>SALARY 1990-91 (4.5)</u>	<u>SALARY 1991-92 (6.0)</u>	<u>SALARY 1992-93 (6.5)</u>
1	\$48,423.00	\$51,328.00	\$54,664.00
2	49,837.00	52,827.00	56,261.00
3	51,901.00	55,015.00	58,591.00
4	54,140.00	57,388.00	61,118.00

Position

Elementary Principal
Assistant Principal
Director of Special Education

SALARY SCHEDULE II

<u>STEP</u>	<u>SALARY 1990-91 (4.5)</u>	<u>SALARY 1991-92 (6.0)</u>	<u>SALARY 1992-93 (6.5)</u>
1	\$51,346.00	\$54,427.00	\$57,965.00
2	53,654.00	56,873.00	60,570.00
3	55,765.00	59,111.00	62,953.00
4	57,828.00	61,298.00	65,282.00

Position

Middle School Principal

SALARY SCHEDULE III

<u>STEP</u>	<u>SALARY 1990-91 (4.5)</u>	<u>SALARY 1991-92 (6.0)</u>	<u>SALARY 1992-93 (6.5)</u>
1	\$54,410.00	\$57,675.00	\$61,424.00
2	56,473.00	59,861.00	63,752.00
3	58,535.00	62,047.00	66,080.00
4	62,425.00	66,171.00	70,472.00

Position

High School Principal

NOTE #1: The principal of any elementary school with less than 300 students may be assigned additional duties. Such duties shall be based on a consideration of the administrator's particular talents, interests and total work load.

NOTE #2: New administrators are to be hired at the minimum salary. Consideration may be given for previous administrative experience. Administrators who are promoted from within the bargaining unit will transfer to the step of the salary schedule reflecting their total district administrative service.

Section 2. Pay Periods

- (A) Each administrator shall receive his salary in twenty-six (26) bi-weekly paychecks. However, it is understood that an administrator may elect to receive his salary in twenty-two (22) or twenty-three (23) bi-weekly paychecks, to be received during his work year.
- (B) Once an election is made the method of payment shall be the same each succeeding year unless the administrator notifies the Business Office, in writing two weeks prior to July 1st.

Section 3. Placement on Salary Schedule

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

Section 4. Increments

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

Section 5. Outside Experience

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

Section 6. Extra Pay for Extra Duties

An administrator who is assigned an additional administrative responsibility of a multi-building of district-wide nature which includes responsibility for organizing, directing, and supporting a continuing program which is not normally within the scope of his current responsibilities, shall receive compensation ranging from \$500.00 to \$2,000.00 for such assignment. It is understood that the additional administrative responsibility must be one that the BOARD has no right to assign by law, BOARD policies, or the terms of this agreement without collective bargaining with the ASSOCIATION.

Section 7. Salary Differential

Each administrator shall receive a differential of \$850.00 for a second Master's Degree, \$1,000.00 for an Education Specialist's Degree, and a differential of \$2,000.00 for a Ph.D. or Ed.D. Degree.

