

MASTER AGREEMENT
BETWEEN THE
LAKEVILLE BOARD OF EDUCATION
AND THE
LAKEVILLE ADMINISTRATOR'S ASSOCIATION

July 1, 2013-June 30, 2015

ADMINISTRATIVE CONTRACT INDEX

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**LAKEVILLE BOARD OF EDUCATION
AND
LAKEVILLE ADMINISTRATORS' ASSOCIATION AGREEMENT**

This Agreement entered into this first day of July 1, 2013 and terminating June 30, 2015, by and between the Board of Education of Lakeville School District of Otisville, Michigan, hereinafter called the "Board", and the Lakeville Administrators' Association, hereinafter called the "Association". No past practice shall be recognized unless committed to writing and incorporated into this agreement.

ARTICLE 1: Recognition

This Contract shall not be valid unless the Administrator shall have such qualifications for the employment position herein designated as required by law. This Contract shall terminate if the Administrator shall, at any time, fail to possess such qualifications or satisfy continuing education requirements.

- 1.1 The Board hereby recognizes the Lakeville Administrators' Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Act of 1985, for the following administrators employed by the district: *High School Principal, High School Assistant Principal, Middle School Principal, Middle School Dean of Students, Elementary School Principal, *Special Education Director, Curriculum Director, and Title 1 Coordinator.
- 1.2 The Board agrees not to negotiate, during the term of this agreement, with any administrators individually in the LAA organization other than those designated as the representatives with respect to matters in this agreement except for wage range for each position.

ARTICLE 2: Board Rights and Responsibilities

Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools that reflect it's public's wishes. The intent of this Agreement is to establish wage ranges, working hours, and conditions of employment with the Association.

Therefore, the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Michigan and the United States including, but not without limiting the generality of the foregoing, the right:

- 1) To the executive management and administrative control of the school system and its properties and facilities.
- 2) To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
- 3) To establish grades and courses of instruction, including special programs, and to provide for athletic; recreational and social events for students, all as deemed necessary or advisable by the Board;
- 4) To determine overall goals and objectives as well as the policies affecting the educational program;
- 5) To select textbooks, teaching material, and teaching aides
- 6) To determine class schedules, class size, the hours of instruction, and the assignments of teachers with respect thereto;
- 7) To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying out work;
- 8) To adopt reasonable rules and regulations;
- 9) To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
- 10) To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
- 11) To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
- 12) To direct the working forces, including the right to hire, p[romote, discipline, transfer, and determine the size of the workforce.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.

ARTICLE 3: Administrator Rights and Responsibilities

- 3.1 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.
- 3.2 Each administrator shall have the right, upon request and by appointment, to review the contents of his/her own personnel file, in the manner provided by law (MCL 423.503). A representative of the organization may be requested by the administrator to accompany the administrator in such review. A Board representative may be present at such review. The official personnel file shall be maintained at the Superintendent's office and each administrator shall have the right to a copy of any material included in his/her file.

ARTICLE 4: Negotiations

- 4.1 Not later than January 15th of the calendar year in which this Agreement expires, the Board agrees to begin negotiations with the administrators' organization over a successor agreement in a good faith effort to reach agreement concerning administrators' salaries and all other conditions of employment. Such negotiations will include, but not be limited to, the subjects covered in this agreement and any other matters mutually agreed to be negotiable by both parties. Any agreement so negotiated will apply to all employees covered by this agreement and will be reduced to writing and signed by the Board and the administrators' organization. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties

ARTICLE 5: Protection of Administrators

- 5.1 An administrator's authority and effectiveness are undermined when there is insufficient Board backing and support. The Board recognizes its responsibility to give all reasonable support and assistance to administrators in the performance of their duties.
- 5.2 Any case of assault concerning an administrator in connection to his/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the administrator in connection with the handling of the incident by law enforcement and judicial authorities. Legal fees and/or time lost by an administrator while employed by the Board in connection with any incident mentioned in Section 5.2 shall not be charged against the administrator unless he/she is proven guilty by a court of competent jurisdiction.
- 5.3 No administrator shall be disciplined for a reason that is arbitrary or capricious.

- 5.4 Any complaint made against an administrator, or a person for whom the administrator is responsible, by any parent, teacher, student, or other person, will be promptly called to the attention of the administrator, if said complaint is likely to become a part of the administrator's record. In any case, any complaint regarding dishonesty or moral turpitude will be brought to the administrator's attention promptly, regardless of whether or not it is to be made part of the administrator's record.
- 5.5 Reimbursement shall be made to any administrator for documented personal equipment damaged or lost in the performance of their duties, provided the administrator is not responsible for the loss. Such amount shall be offset by the amount of any personal insurance coverage.

ARTICLE 6: Staffing Procedures

The Board of Education reserves all rights to assign members of the Association to any position they are qualified to perform. Such transfers shall not result in a change in salary for the year in which they occur - however, if an administrator is transferred to a lower paying position, they will receive the salary for that position beginning with the next school year.

- 6.1 Appointment to Administrative Position:
 - A. Tenure Exclusion: The parties agree that commencing July 1, 1984, no administrator shall acquire tenure in a non-classroom position, or in any administrative position.
- 6.2 Return to Teacher Status: Must be consistent with state law and teacher contract.

ARTICLE 7: Administrative Evaluation

- 7.1 General Principles/Miscellaneous Provisions
 - A. The superintendent will evaluate the job performance of each principal yearly in accord with in R.C. 1249 requirements that include, adopting and implementing a rigorous, transparent and fair performance evaluation system; to provide timely and constructive feedback to administrators regarding their performance and establish clear approaches to measuring student growth and to provide school administrators with relevant data on student growth. Beginning with the 2013-2014 school year, Student Growth shall be weighted as a factor of the Year-End Evaluation according to the following percentages: 2013-2014 – 25%, 2014-2015 40% and 50% each year after.
 - B. Administrators shall be notified ninety (90) days prior to contract expiration if they are being considered for non-renewal. Administrators shall be notified sixty (60) days prior to contract expiration if their contract will not be renewed.

ARTICLE 8: Absence and Leave Policies

8.1 Paid Leaves:

- A. Sick Days: An administrator shall be allowed fifteen (15) sick days. These days will be credited to the administrator on July 1st of each year and will be allowed when confined at home or hospital as a result of accident, sickness, emergency absence or the critical illness of a member of the immediate family. The administrator may accumulate unused sick days to a maximum of one hundred twenty (120) days. Unused sick days are not eligible for payout upon termination of the Administrator's employment.
- B. Personal Business Days: Each administrator will be granted three (3) days each year to be used for personal business. Unused personal business days do not accumulate, and are not eligible for payout upon termination of the Administrator's employment.
- C. The Superintendent's Office will be notified when an administrator is going to be absent. In situations occurring over which the administrator has no control that require an administrator to be absent and make prior approval impossible, these days will be considered conditionally approved. The administrator will notify the Superintendent's Office as soon as possible of the reason for the absence but not later than the end of the first day after the return to work.
- D. Each administrator will arrange their scheduled work days with approval of the Superintendent. The parties agree that administrators' calendars may be altered, if necessary, to insure that administrators are present when school is in session, and accessible for closing of the buildings. Administrators may not change their calendar to avoid using sick and personal days.
- E. Weather and Other Perils: The parties agree that administrators may be directed to either report for work, or not report for work, on inclement weather days, and to report for work on any make-up days, without any additional compensation, provided that the individual administrator's number of work days is not increased.
- F. Jury Days: Administrators required to appear for jury qualification or service shall receive their pay from the Board for such time as lost as a result of such appearance or service less any compensation received for such jury service, up to a period of sixty (60) days.
- G. Short Term Military Duty: Administrators required to attend periods of military duty during the regular school year shall receive their pay from the Board for such time lost as a result of such duty, less any compensation received for such military service, up to a period of ten (10) working days.
- H. Funeral Days: In the event of the death of a family member, the Administrator is eligible for up to five (5) days of bereavement leave not to be deducted from sick leave.

8.2 Unpaid Leaves:

- A. Length of Leaves: Unpaid leaves of absence may be granted by the Board of

Education upon application, for a period of up to one (1) year. Administrators applying for leave will give a proposed return date. This leave may be extended for a period of the remainder of a semester, one (1) semester, or one (1) year, upon written request of the Administrator and approval of the Board or Board's designee.

- B. Return from Leave: Upon return to duty from an authorized leave of one year or less, an employee shall be assigned to the same position or a substantially equivalent position, with regard to pay, accrued benefits, and/or building as he/she held when his/her leave was granted. Upon return from a leave of more than one (1) year, the administrator may return to a position for which he/she is qualified, provided there is a vacancy for which the administrator is certified. The administrator will receive an increment for the initial year of this leave only.
- C. Types of Unpaid Leaves:
 - 1. Military Leave: A military leave of absence shall be granted to any administrator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an administrator shall be placed at the same position of the salary schedule as he/she would have been had he/she worked in the district during such period.
 - 2. Sabbatical Leave: The Board of Education may grant one (1) sabbatical leave per year to administrators who have been employed for at least seven (7) consecutive years in the district. Administrators must apply for a sabbatical leave not later than March 1 of each year. Sabbatical leaves may be granted to administrators for the following reasons:
 - a. Post-graduate study
 - b. Professional travel
 - c. Education research
 - 3. Child Rearing Leaves: Child rearing leaves may be granted to parents of children for the remainder of the school year under the following circumstances consistent with Family and Medical Leave Act:
 - a. Newborn infants
 - b. Crippling or terminal accidents or illnesses
 - c. Newly adopted children
- D. Other Leaves: Other leaves may be granted under the conditions of this leave policy. Requests for such leaves shall be submitted in writing to the Superintendent.

ARTICLE 9: Grievance Resolution

- 9.1 Definition: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

9.2 Procedures:

- A. Informal Step: The grievance shall be discussed by the administrator(s)/association and supervisor within ten (10) days of the alleged occurrence or knowledge of the occurrence. The administrator must identify the discussion as a grievance to the supervisor.
- B. Formal Grievance Presentation: If the grievant is not satisfied with the result of the informal discussion, the Administrator or association will present the grievance as a written complaint to the supervisor involved in the informal discussion.
- C. Within five (5) days of receipt of the written complaint, the superintendent and grievant will hold a meeting on the matter. Meeting may include the association president.
- D. Within five (5) days of the meeting the superintendent will provide the grievant and the association with a grievance answer, which may include a statement of position and reasoning in the matter.
- E. If the grievance remains unresolved: Within five (5) days of receipt of the grievance answer the association may, submit the grievance for final and binding arbitration under the labor arbitration rules of the American Arbitration Association (AAA).
- F. If the matter is submitted for arbitration:
 - 1. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be born equally by the board and the association.
 - 2. The arbitrator so selected will hold hearings promptly and will issue his/her decision as required by AAA rules.

9.3 Miscellaneous

- A. "Days" throughout this article shall be considered regularly scheduled workdays (or, during summer vacation, weekdays), excluding Saturdays, Sundays and holidays. Time limits specified in all steps of this grievance procedure shall be strictly adhered to and may be extended by written agreement only.
- B. Powers of the Arbitrator:
 - 1. The arbitrator shall have no power to subtract from, disregard, alter or modify any of the terms of this agreement.
 - 2. The arbitrator shall have no power to establish salary scales or change salary except in the case of wage miscalculation.
 - 3. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - 4. The arbitrator shall have no power to establish or change any insurance policy.
 - 5. The arbitrator shall have no power to interpret state or federal laws or rules or regulations having the force of law.
 - 6. The arbitrator shall have no power to change any practice, policy, or rules of the employer, nor to substitute his judgment for that of the

employer as to the reasonableness of such practice, policy, rule or any action taken by the employer unless the rights or practices were relinquished by the employer in this agreement.

7. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this agreement; and the arbitrator shall not imply obligations and conditions binding upon the employer from this agreement, unless specified within this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
8. It is understood that the arbitrator may not make an award which in effect grants the union that which it was unable to secure during past collective bargaining negotiations.
- C. The failure of aggrieved party (ies) to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision rendered and shall constitute a waiver of any future appeal concerning the particular grievance. If the board representative fails to communicate a decision within the time limits, the administrator(s) or association may take the matter to the next step.
- D. The filing of a grievance shall in no way interfere with the right of the board to proceed in carrying out its management responsibilities.
- E. It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person(s), the union and management. The scheduled time(s) shall be by mutual consent.
- F. Adjustment resulting from any step of the grievance procedure shall not be inconsistent with the terms of this collective bargaining agreement, board policy or regulation.

ARTICLE 10: Individual Administrative Contracts

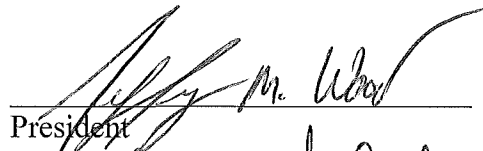
Each administrator of the school district shall be issued an individual contract, in an administrative capacity, for a *one (1)* year period commencing each July 1. The Board will determine prior to April 1 each year whether to extend the Administrator's contract for an additional year.

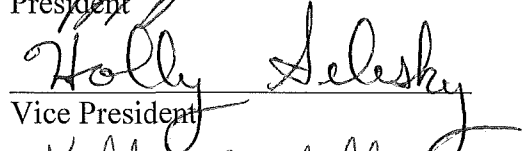
ARTICLE 11: Duration of Agreement

- 11.1 If any provision of this Agreement, or any application of the Agreement, to any employee or group of employees 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, but all other provisions or applications shall continue in full force and effect.
- 11.2 This Agreement shall be effective as of July 1, 2013, and shall continue in effect for two (2) years through the 30th day of June, 2015.

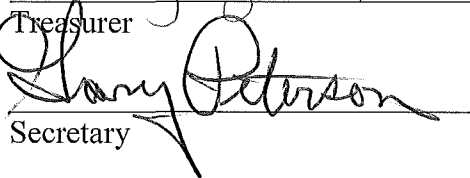
SIGNATURE PAGE

For the Lakeville Board of Education


President


Vice President


Treasurer


Secretary

For the Lakeville Administrators' Association


President


Vice President


Secretary


Negotiator

APPENDIX A

Administrative Salaries 2013-2015

Position	Work Days	Salary Range
High School Principal	225	\$92,718 - \$97,869
Middle School Principal	220	\$90,658 - \$94,778
Elementary Principal	210	\$87,567 - \$92,718
Asst. Principal - HS	205	\$77,265 - \$84,476
**Special Ed. Director	200	\$72,114 - \$79,325
Dean of Students – MS	200	\$72,114 - \$79,325

** In the Event the Special Education Director position is not a contracted service, it will rejoin the bargaining unit at the above levels of compensation and work calendars.

Salary increase 0% for the 2013-2014 and 2014-2015 school years.

Current individual administrative contract salaries shall not be reduced from the agreed upon 2006-07. The administrative salaries shall increase as the number of work days/responsibilities increase.

Individual LAA members will negotiate additional “merit” compensation salary for 2011-2012 school year and beyond Pursuant to Michigan Compiled Law Revised School Code 1250 (MCL 380.1250)

Individual compensation increases for the 2011-12 school year and beyond will:

- a. Include job performance and job accomplishments as a significant factor in determining compensation and additional compensation
- b. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates the administrator’s performance at least in part based on student growth as measured by assessments and other objective criteria.
- c. negotiated with the Superintendent and approved by the Board of Education.

All administrators must provide a work day calendar from July 1, through June 30 of each year.

1) Holidays: Administrator shall not be scheduled to work and shall be paid for the, the following holidays: Fourth of July, Labor Day, Thanksgiving, Friday Following

Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Day, New Years Eve Day, Good Friday, and Memorial Day

2. Continuing Education

Administrators are encouraged to improve their skills through continued education. The Administrator may receive reimbursement for up to six hours of course work each year, provided there is a line item budget and funded. The Superintendent approves the written request provided by the Administrator prior to enrolling and satisfactorily completes the course by providing written proof to the Superintendent indicating a grade of B or above, 80% or above, or a satisfactory certificate of completion if grading is not part of the courses' evaluation method.

APPENDIX B

Compensation and Fringe Benefits

1. Insurance Protection

The Board agrees to furnish all administrators the following insurance protection:

A. **Group Life Insurance:**

The Board shall provide, without cost to the administrator, group life insurance protection, which shall pay to the administrator's beneficiary, the sum of two (2) times the Administrator's salary (to nearest \$1,000) upon death, and double indemnity in the event of accidental death. This benefit will be in addition to the Basic Term life insurance policy provided under the PAK.

B. **Medical Insurance:**

The employer and administrator shall share the cost of premiums to MESSA Choices II or its equivalent. The board will pay 90% of the cost of the combined total costs for the school fiscal year of dental and vision. The administrator will contribute 10% of the cost of these benefits. Contribution will be paid through payroll deduction and will be paid equally over 26 pays. The employer shall pay no more of the total annual costs for any medical benefit plan than permitted pursuant to section 3 of the Publically Funded Health Insurance Contribution Act, MCL 15.561, *et. Seq.*

Health

MESSA Choices II
MESSA Saver RX
20/25/50 office call
\$500/\$1000 and \$1000/\$2000

	(\$5,000 Basic Term Life)
Long Term Disability	66 2/3% \$5,000 Monthly Maximum
Benefit	90 Calendar Days – Modified Fill Maternity Coverage Pre-Existing Condition Waiver Freeze on Offsets Alcohol/Drug – Same as Any Other Illness Mental/Nervous – Same as Any Other Illness Two Year Own Occupation
Vision – Plan Year	VSP-3
Dental – Plan Year	75/75/60: \$1500
July 1 – June 30	(75% \$1,500 Ortho max)

In the case where both husband and wife are employed by the Board, double coverage will not be provided.

C. **Liability Insurance:**

The Board shall provide public liability coverage for each administrator in an amount of not less than \$250,000 for each incident.

D. **Terms of Benefits:**

All insurance benefits shall be provided for a period from July 1 to June 30.

E. **Long Term Disability Insurance:**

The Board will provide Long Term Disability Insurance Coverage at the rate of 66-2/3 per cent of salary commencing on the 61st calendar day from the date of occurrence. The specific coverage shall be as agreed between the Board and the organization as of the date of this agreement and shall be known to each administrator.

F. **Continuation of Benefits on Leave:**

The Board will pay insurance premiums for administrators on leave due to illness or accident during the 60 day waiting period for LTD coverage to commence. Administrators on other types of leaves may elect to pay their own premiums at the group rate.

G. **Professional Dues:**

The Board will pay local, state, and national dues for each administrator in the appropriate professional organization.

H. **Mileage Allowance:**

The Board will reimburse monthly each administrator at the base rate established by the Internal Revenue Service for business mileage approved by the Superintendent. Those administrators who are assigned as principal to multiple buildings will be reimbursed for daily travel between buildings.

I. **Optional Fringe Benefits:**

Matching TSA contribution: Match 100% up to \$500 - Collectable upon retirement.

J. **TSA Contribution:**

All LakeVille Administrative Association members will receive a yearly payment to an approved TSA (403B) plan of fifteen hundred (\$1500.00), payable in biweekly installments.