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

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

July 1, 1999 - June 30, 2001

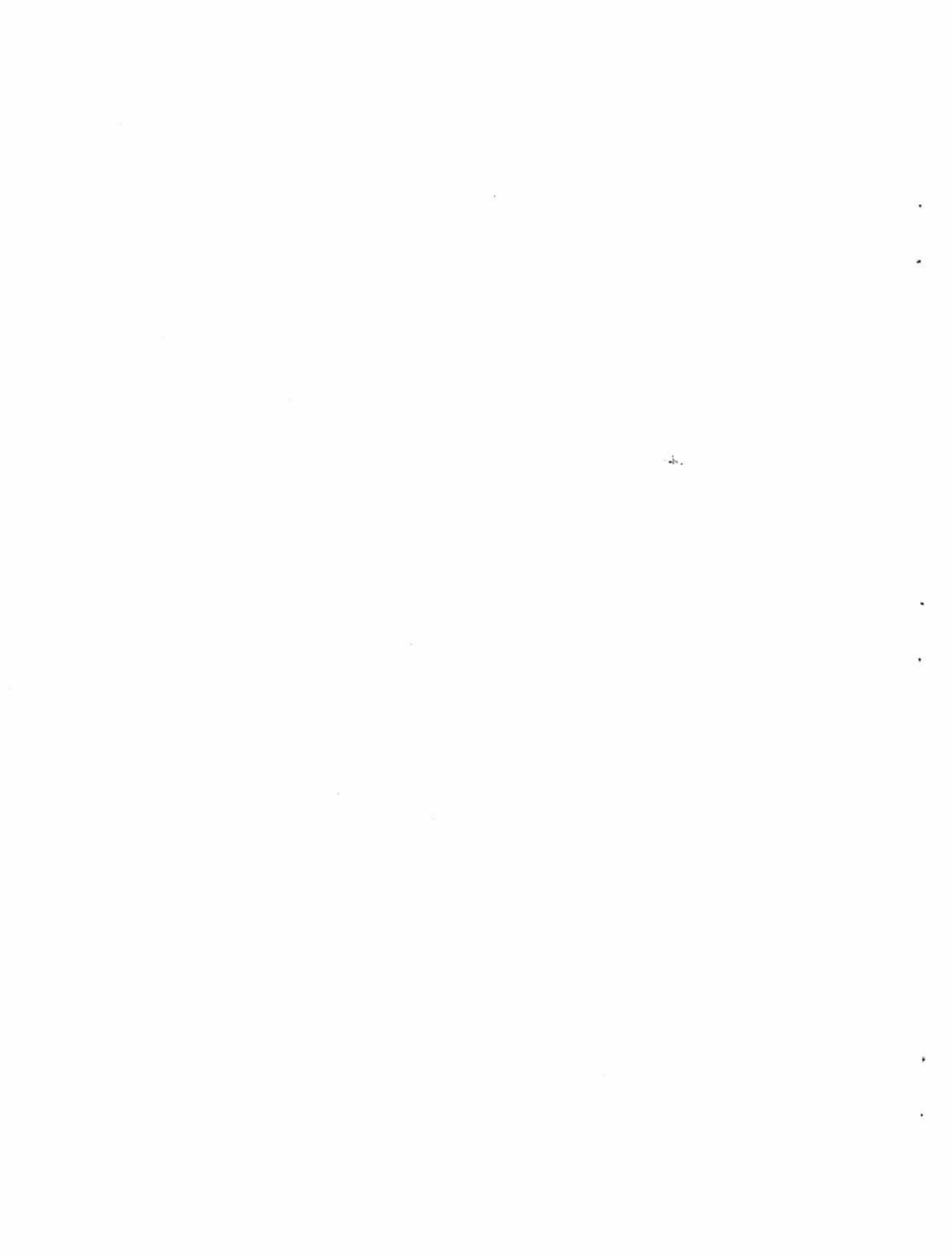
East Lansing Public Schools

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ADMINISTRATOR HANDBOOK
July 1, 1999

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

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

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

ARTICLE I
DEFINITIONS

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

ARTICLE II
ADMINISTRATIVE RIGHTS

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

An administrator shall have an opportunity to review all communications, including all evaluations, commendations, or complaints prior to the time of inclusion in the personnel file. In order for a complaint to be placed in the administrator's personnel

file, it must be written, signed by an identifiable person, and shared with the administrator. If the complaint is validated and disciplinary action is taken, the administrator may file a grievance; however the complaint shall remain in the personnel file unless its removal is directed as part of the grievance settlement.

- G. An administrator shall at all times be entitled to choose a representative to be present when said administrator is being formally disciplined for any reason. When a request for such a representative is made, no administrator shall be disciplined for any reason until the representative so selected is present. If the discipline is made verbally to the administrator, either party may have such discipline reduced to writing.
- H. Administrators shall be considered on probationary status until the second anniversary date of employment as an administrator with the East Lansing Public Schools. However, the Superintendent may place an administrator on a third year of probation, provided a written statement is given the administrator ninety (90) days prior to the end of the year, outlining the reasons and specific areas of concern. Administrators are considered "at-will" employees during their probationary period.

After the probationary period has ended, administrators may be terminated for cause. "Cause" is defined as: failure to hold necessary certification or failure to meet accreditation standards for administration; acts by the administrator of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetency; or which comprise a material breach of the terms and conditions of this contract.

Each administrator is expressly denied tenure in any administrative capacity. The individual contract of employment of each administrator is subject to nonrenewal pursuant to Section 1229 of the Revised School Code (MCL 380.1229). Section 1229 provides in part that the employment shall be by written contract. The term of the employment contract shall be fixed by the Board, not to exceed three (3) years. If written notice of nonrenewal of an administrator's contract of employment is not given at least 60 days before the termination date of the contract, the contract is renewed for an additional 1-year period. A notification of nonrenewal of an administrator's contract may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of nonrenewal pursuant to Section 1229 unless the administrator has been provided with not less than 30 days' advance notice that the Board is considering the nonrenewal together with a written statement of the reasons the Board is considering the nonrenewal. After the issuance of the written statement, but before the nonrenewal statement is issued, the affected administrator shall be given the opportunity to meet with not less than the majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session, as the affected

administrator elects under Section 8 of the Open Meetings Act. If the Board fails to provide for a meeting with the Board, or if a court finds that the reason for nonrenewal is arbitrary or capricious, the affected administrator's contract is renewed for an additional 1-year period.

- I. All non-probationary administrators may be offered the option of a multi-year contract at the discretion of the Superintendent and have the option to accept the multi-year contract or request a one-year contract.
- J. Administrators who need an accommodation to perform the essential functions of their job must notify the Superintendent or designee in writing of the need for the reasonable accommodation within 182 days after the date the administrator knew or reasonably should have known that an accommodation was needed. The District will make accommodations that do not pose an undue hardship.
- K. All administrators are exempt from the overtime provisions of the Fair Labor Standards Act.
- L. The District will comply with all relevant state and federal laws regarding reasonable protective devices and equipment. Administrators will cooperate by observing and complying with all safety and health measures and rules and will properly use any equipment or devices provided by the District.
- M. The District recognizes that the level of violence in workplaces across the country is escalating. The District is concerned about the health and welfare of our administrators and thus wishes to minimize the risk of violence in our workplace.

Administrators who sense that a co-worker is seriously or chronically angry, upset, moody or depressed are to inform their immediate supervisor of the situation immediately.

If the co-worker is an administrator, the administrator who is in possible crisis will be observed. The Superintendent, a physician, and/or the director of personnel may meet with the administrator to attempt to elicit the problem, listen, inform the administrator of the District's concern and, if appropriate, direct the administrator to a counselor or crisis center.

Administrators who are threatened or disturbed by the actions of a co-worker, parent, citizen or student, should report the incident immediately to their immediate supervisor. The District will take all reports seriously and will take steps necessary to stop the occurrences and prevent reoccurrences. If in the judgement of the immediate supervisor, affected administrator or director of personnel, the situation

is potentially explosive, law enforcement officers will be notified.

The confidentiality of those involved in the above-described situations will be maintained to the extent possible. Reports of potential problems will be dealt with calmly and professionally and the paramount concern will be in protecting the health and well-being of the affected staff member, other staff and students.

ARTICLE III VACANCIES AND PROMOTIONS WITHIN

- A. Whenever an administrative vacancy occurs or a new position is created, and said vacancy or position is to be filled on a permanent basis, it shall be posted. No permanent appointment to such position or vacancy shall be made until fifteen (15) calendar days have elapsed following notice to administrators. If a vacancy occurs when school is not in session, notice will be given to the president or co-presidents of the administrative group. The District may make a temporary assignment to fill the position. The Superintendent will confer with the president or co-presidents of the administrative group if the temporary assignment is to be extended beyond the fiscal year.
- B. Administrators who desire to apply for a position shall file their applications in writing with the personnel office. The Superintendent shall consider all applications and shall make the recommendation for permanent appointment to the Board as soon as it is practical. It is recognized that the right of selection of personnel to fill said vacancy or position remains within the discretion of the Board.
- C. Whenever an administrative vacancy other than temporary exists, the District agrees that in filling such vacancy, it will consider length of service in the system, professional background, and other relevant factors, and give strong consideration to those administrators already on the staff at the time the vacancy occurs who complete and file with the Personnel Office a request for transfer to the building where the vacancy exists.

ARTICLE IV VOLUNTARY TRANSFERS

- A. A transfer is understood to mean a lateral movement from one assignment to another which has the same classification. Administrators seeking transfers need not go through any screening process; providing, however, all other provisions of the Article are applicable and, providing that, the Superintendent waives the screening process.

- B. The Superintendent will give reasonable consideration to requests for transfer of administrators to available vacancies in the District after taking into consideration qualifications, background and experience factors.
- C. If a request for transfer is denied, the Superintendent will provide the reason(s) for denial in writing to the administrator making said request.
- D. Denial of a transfer may be grieved to the Board of Education.
- E. If an administrative position is to be redefined as a dual role position, the president or co-presidents of the administrative group will be consulted prior to the final redefinition of the position. If an individual administrator is affected and does not wish to remain at the post after the job description has changed, the Superintendent, along with the administrator and the president or co-presidents of the administrative group, or designee, will explore possible alternative assignments.

ARTICLE V
INVOLUNTARY TRANSFERS

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

Before any involuntary transfer is finalized, the Superintendent shall:

1. Meet with the person being considered for an involuntary transfer to explain and discuss the reason for the transfer.
 2. Notify the president or co-presidents of the administrative group in writing of the proposed involuntary transfer.
 3. Provide an opportunity for the affected administrator to submit a written response to the proposed transfer within five (5) working days following the notice to the president or co-presidents of the administrative group.
 4. Grant the affected administrator a second opportunity to discuss the proposed transfer if a request for a second meeting is included in the written response.
- B. Every effort shall be made to notify persons considered for involuntary transfers and

the president or co-president of the administrative group of such consideration three (3) months prior to the beginning of the next fiscal year.

- C. Persons involuntarily transferred shall be placed on the same salary step in the assigned classification as they would have been if a transfer had not been made.
- D. Persons involuntarily transferred to a position at a lower salary level may have their salary frozen at their rate at the time of transfer for one year. In the event that an administrator changes positions which result in a reduction of salary, the reduction will be made in a period of time of three years. The adjustment shall be made based upon the top position of the scale for the new position and commensurate with job duties and responsibilities. In the event that position responsibilities are increased, an adjustment in salary schedule will be made to reflect the added duties.

Persons involuntarily transferred to a position with a higher salary level shall immediately begin receiving the higher salary.

- E. The Superintendent and administrators recognize that, on occasion, involuntary transfers could require additional training to equip the administrator for the new assignment. The administrator will submit a written proposal for retraining. This could be one or more professional-development activities, such as classes for credit, workshops, seminars, or tutoring. The administrator and the Superintendent will agree on retraining activities if the cost is to be paid by the District for any of the retraining activities.

ARTICLE VI REDUCTION OF ADMINISTRATORS

- A. In the event it becomes necessary to reduce the number of administrators employed by the Board of Education, the following shall apply:
 - 1. The order governing such reduction, within appropriate certification, qualifications and experience, shall be as follows:
 - a. The probationary administrator with the least amount of administrative seniority in the District.
 - b. The non-probationary administrator with the least amount of administrative seniority in the District.

2. Under certain circumstances it may be necessary to lay off or involuntarily transfer an administrator to an administrative position out of line of administrative service. Those circumstances include assuring that each position is filled by a person having the qualifications, training, and experience required for the position, and that the commitment to equal employment opportunity is reflected in the District's administrative staff.

When such circumstances arise, the president or co-presidents of the administrative group will be advised, in writing, of the number and category of administrators to be affected at least fifteen (15) work days prior to formal action by the Board of Education.

3. Administrative seniority is defined as the amount of service accumulated in a position of administration in the District.
4. Service is computed each year by multiplying the percentage of contract by the fraction of the year, rounded to the nearest marking period, as defined on the District calendar, in which the administrator either works and/or is on the compensated leave and/or is on a leave of absence.
 - a. As defined in Article VIII, Section L, or
 - b. The administrator has worked at least a semester in that contract year and has received long-term disability payment for the rest of that contract year.
5. Administrative seniority, as defined in 3 above, accumulates yearly.
6. All administrative seniority is lost if the administrator:
 - a. Resigns
 - b. Retires
 - c. Is discharged and the discharge is not reversed through the grievance procedure.
7. An administrator's date of hire, for this Article, shall be either the first day worked in the District or the first day students reported to classes in the school year that the person was employed as an administrator, whichever is later.
8. Whenever two administrators have equal administrative seniority, they shall be ranked using the following criteria:
 - a. Earliest date of hire. If same then...
 - b. Greatest total years of experience in a K-12 position as teacher or

- administrator. If same, then...
- c. Most experience in the elementary Intern Program or comparable internship program. If same, then...
 - d. Highest degree (Ph.D., Ed.D., Specialist, MA/MS, BA/BS). If same, then...
 - e. Continuous substitute service in the District for the same person for one semester or more. If same, then...
 - f. Earliest date of highest degree. If same, then...
 - g. Smallest last four digits of social security number.
9. The District agrees that it will assign the non-probationary administrator to a teaching position in the area of the administrator's qualifications, training, and experience whenever there is a need to reduce or replace an administrator according to the administrator's teacher seniority.
- B. The Superintendent and administrators recognize that, on occasion, alterations in the program or changes in enrollment can endanger an individual administrator's employment. This could require additional training to equip the administrator for the new assignment. The administrator will submit a written proposal for retraining. This could be one or more professional-development activities, such as classes for credit, workshops, seminars or tutoring. The administrator and the Superintendent will agree on retraining activities if the cost is to be paid by the District for any of the retraining activities.
- C. Any administrator on layoff shall be recalled in inverse order of layoff, provided the administrator is certified and qualified for the vacancy. Administrators recognize however, that on certain occasions it will be necessary, to assure proper staffing throughout the school system, for the District to recall out of line of inverse order of layoff the person having the qualifications, training, and experience required for the position. The discretion hereby vested in the District shall not be abused. Complaints that the District has abused its discretion in this respect may be taken up through the grievance procedure provided in this handbook. The right of recall shall terminate three years after the effective date of layoff.
- D. The District shall give written notice of recall from layoff by sending a certified letter to the administrator's last-known address. It shall be the responsibility of each administrator to notify the District of any change of address. The administrator's address as it appears on the District's records shall be conclusive when used in connection with recall or other notice to the administrator. If an administrator fails to respond affirmatively to the job offer within fifteen (15) calendar days from date of sending of the recall notice, said administrator shall be considered as a voluntary quit and shall thereby terminate any employment obligation of the District.

- E. Teacher seniority is granted administrators through the Master Agreement between the East Lansing Educational Association and the East Lansing Board of Education. Teacher seniority is defined as the amount of service accumulated in the position of teacher and/or administrator in the East Lansing Public Schools.

ARTICLE VII
SICK TIME BANK & WORKERS' COMPENSATION

- A. Any administrator absent from duty because of personal illness, or injury, shall be paid full salary for the period of time off, against the administrator's accumulated sick-bank, and shall accrue sick leave not to exceed a total of one working day for each month, or part thereof worked in any school year. An administrator may accumulate days without limit.

New administrators to the District will be advanced an escrow of 20 days sick leave. Accrued sick leave will be used to build that escrow of twenty days. Should an administrator draw upon that escrow and leave employment with the District with a negative balance, the daily rate of pay for those days would be deducted from any final settlement with the person.

- B. Where an administrator's illness extends beyond seven (7) days, the District may require an examination by a physician of its choice. The examination shall be at District expense, and the administrator shall receive a copy of any report furnished to the District or its designee by the physician. The District may require medical verification of illness whenever abuse of sick leave is indicated.
- C. In the event of any on-the-job injury, the administrator must notify the appropriate office as soon as possible, but in no event later than forty-eight (48) hours after the occurrence or Monday following a Friday accident. The administrator shall be required to execute all forms necessary in connection with such injury.
- D. An administrator required to go to a doctor as a result of an on-the-job injury will be paid for a full work day without such time being charged against sick leave.
- E. In the event an administrator is medically unable to work due to a job-related injury, the administrator will be paid, for a period not to exceed twelve (12) months from the date of injury, the difference between the administrator's full salary and such moneys as may be received as worker's compensation benefits (loss of time benefits).
- F. Should the administrator continue to be off work due to a job related injury beyond

a period of twelve (12) months, said administrator shall be paid the difference between the administrator's full salary and such moneys as may be received from worker's compensation or long-term disability payments, with that difference charged against the administrator's accumulated sick leave. The administrator then shall be eligible to apply for long-term disability benefits.

- G. It is understood that no leave days shall be charged for absences related to a compensable job-related injury except as required to "make whole" the salary of that administrator.
- H. In addition to personal illness or injury, sick leave may also be used for medical, dental, or optical examinations or treatments.

ARTICLE VIII LEAVE OF ABSENCE

- A. Any administrator whose non-work-related illness or accident, including pregnancy and prenatal care, requires absence for time beyond the amount of earned and accumulated sick leave provided in Article VII hereof shall be granted a leave of absence for such time as shall be necessary for a complete recovery from such illness or accident not to exceed one calendar year. Extension of leave time may be granted upon written request to the Board in its discretion. The administrator shall be compensated while on such leave of absence in accordance with the provisions of the current long-term disability program. Upon return from any leave, for more than a year, under this article the administrator shall be restored to a comparable position with no loss of benefits.

A request for a leave of absence must be in writing and should be presented to the immediate supervisor at least thirty (30) days in advance of the requested departure date when practicable.

The District will continue group health, dental and optical coverage for those administrators who are covered under the District's insurance at the time of a leave under the same terms and conditions that the District provides the benefits to those administrators who are not on leave through the entire period of accumulated sick days or through twelve weeks, whichever is longer.

Administrators on a paid leave will continue to accumulate service time in accordance with Article VI (A)(4), and sick leave for the first thirty days of consecutive absence, and the administrator shall continue to be eligible for group long-term disability insurance coverage and group life insurance coverage.

B. Leaves of absence with pay chargeable against the administrator's sick leave allowance up to the amount accumulated by the administrator shall be granted for the following reasons:

1. "Up to twelve (12) days each year shall be granted for illness in the IMMEDIATE family, short-term emergency care and medical care, child care or elder care arrangements. Certification by the attending physician or doctor may be required.

For the purposes of these subparagraphs, "immediate family shall include the administrator's mother or father, father-in-law, mother-in-law, spouse and children, or person whose relationship to the administrator warrants such care, as determined by the Superintendent or Superintendent's designee.

2. A critical illness in the immediate family requiring the attendance of the administrator.
3. Time necessary for attendance at the funeral service of persons whose relationship to the administrator warrants such attendance, as determined by the Superintendent or the Superintendent's designee.

C. Leaves of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the immediate family, defined to include mother or father, father-in-law or mother-in-law, spouse and children, and persons whose relationship to the administrator warrants attendance, as determined by the Superintendent or the Superintendent's designee.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury-duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend any proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.

4. For attending approved education conferences.
 5. The Superintendent shall approve an absence not to exceed two (2) days per year for personal business which by its nature cannot be scheduled outside of school hours, upon application therefore in writing by the administrator. It is understood that in the event the administrator does not use the personal days that they will be converted to additional sick-leave days. Personal business days will not be used for the purpose of extending vacation or holiday periods.
- D. Parental leave, without pay, will begin any time between commencement of pregnancy and the second birthday of the child and will extend no longer than two (2) school years or the remainder of the school year in which the leave is requested plus a second full school year, whichever shall occur first. An administrator returning from a parental leave shall be placed on the position of the salary schedule commensurate with prior administrative experience and to the same or substantially equivalent position. An administrator desiring to return from a parental leave shall give written notice of such intention to the Superintendent no later than March 1 before the end of the preceding school year.
- E. The provisions of Section D shall be granted an administrator upon request and upon written confirmation of pregnancy by the administrator's physician. Leaves under Sections D and E may commence thirty (30) days after written notification and request to the Superintendent. In the event of an emergency, a leave may commence immediately upon written request.
- F. An administrator adopting a child shall receive maternity or parental leave, without pay, as defined in this handbook. The leave shall commence upon mutual consent of the Superintendent and the administrator. In no case shall the parental leave exceed two (2) years.
- G. An administrator who does not select a maternity leave or parental leave for the child may select a child-care leave.
1. The purpose of the child-care leave must be expressly for the care of the child. An administrator who accepts employment outside of the home while on such leave and who turns over care of the child to a person other than the child's parent shall be considered a voluntary quit.
 2. The leave will begin no sooner than the school year which follows the birth of the child and no later than four (4) years after the birth of the child.
 3. The leave will be given for one (1) school year or two (2) school years. Such

leaves shall commence at the beginning of a school year and terminate at the at the end of a school year. Application for such leave must be submitted to the Superintendent by May 1.

4. An administrator returning from a child-care leave shall be placed on the position of the salary schedule commensurate with prior experience and to a position for which the administrator is certified and qualified.
 5. An administrator desiring to return from a child-care leave shall give written notice of such intention to the Superintendent not later than March 1 before the end of the preceding school year.
 6. An administrator who received sick leave due to pregnancy, as specified in Section A of this Article, is eligible for a child-care leave.
- H. Pursuant to the Family and Medical Leave Act of 1993, an administrator who has been employed full-time at least twelve months is entitled to twelve work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
- (a) due to the birth of the administrator's child in order to care for the child;
 - (b) due to the placement of a child with the administrator for adoption or foster care;
 - (c) to care for the administrator's spouse, child, or parent who has a serious health condition; or
 - (d) due to a serious health condition that renders the administrator incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

- I. Administrators who are selected to the office of president of national, professional education organizations shall be given a leave of absence not to exceed one (1) year without pay. Administrators given such leave without pay shall receive credit for the annual salary increments on the schedule during such absence. Sick leave shall accumulate. Long-term disability benefits, provided for in this handbook, shall

be in effect during such leave of absence. Prior to payment of these benefits, the administrator must exhaust any disability or sick leave provisions of the organization.

- J. Administrators who have left or leave an administrative position other than a temporary administrative position in the District in order to serve in any branch of the armed services of the United States shall have any and all benefits and rights and be subject to any limitations imposed by federal or state law which would govern or have any application to the re-employment rights of said administrators.
- K. The District may grant a leave of absence not to exceed two (2) years, without pay, to any administrator who joins the Peace Corps or VISTA or similar organization or is campaigning as an active candidate or is elected to serve in any public office at the state or national level or any local office which would require the full time of the administrator.
- L. Leaves of absence for up to one (1) year without pay may be granted upon application for professional enrichment. The regular salary increment accruing during such periods shall be allowed. Fringe benefits provided in this handbook may be paid by the administrator at the group rate during the leave period. Upon return from leave, the administrator shall be reinstated to a position similar to the position held prior to the leave.
- M. It shall be the responsibility of an administrator on an unpaid leave to notify the Superintendent no later than March 1 of intent to return or not return the following school year. The Superintendent shall send a notice of reminder to the administrator's last known address before March 1. If the administrator fails to notify the Superintendent of his/her intent to return or not return the following school year on or before March 1, the administrator shall be considered a voluntary quit and shall thereby terminate employment with the District.
- N. Upon written request of the administrator, and with the recommendation of the Superintendent, the Board may grant an administrator an unpaid leave of absence, without salary credit or accumulated administrative service, for up to a maximum of one (1) year. Denial of leaves of absence under Article VIII, Section L shall not be subject to the grievance procedure.

ARTICLE IX
COMPENSATED PROFESSIONAL LEAVE

A. Purpose

Professional leave shall be for the purpose of developing the professional growth of an administrator in order to better serve the District. Professional leave, recommended by the Professional Leave Committee to the Superintendent, shall not exceed one (1) year. The leave shall be used to allow an administrator the opportunity to apply to attend professional seminars to refine professional skills, travel for professional growth, engage in studies leading to an advanced degree, participate in research for the District, conduct special in-District research projects for which funds are not otherwise available, or to carry out appropriate activities which would contribute to the professional growth of the individual.

Premise

This provision is based on the premise that the District will establish an interim, intern, or acting position for administrative coverage.

C. Eligibility

An administrator covered by this agreement who has served the District for three (3) consecutive school fiscal years may be granted compensated professional leave up to the equivalent of one half (½) year. Further, an eligible administrator who has served for six (6) consecutive school years may be granted a compensated professional leave up to one (1) full year.

D. Quota

No more than one full-time-equivalent compensated professional leave will be permitted in any one (1) school year. In addition, concurrent leaves shall not be granted to two administrators whose absence would pose special problems for the District, i.e., two directors, two high school administrators, etc.

E. Professional Leave Committee

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

F. Application procedure

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

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

G. Compensation

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

An administrator granted professional leave in excess of ten (10) weeks has the obligation to return to the District and serve for a period of not less than two (2) years following the completion of the leave. An administrator failing to return to the District for a two-year period shall repay the District the leave salary pro rata for the period of unfulfilled obligation. Recipients shall be required to execute a promissory note assuring refund within three (3) years should the requirement to return for a two-year period not be met. This refund provision may be waived in case of death or disability of the administrator or action by the District.

H. Rights and Privileges

The District shall pay all insurance costs called for in this handbook and retirement contributions for an administrator on compensated professional leave. Such administrator shall accumulate administrative service, retain tenure status and all

retirement rights and benefits, and upon return from leave shall be restored to the position held prior to the leave.

I. Reports

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

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

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

ARTICLE X
TERMINAL LEAVE

- A. An administrator who retires in accordance with the provisions of the State Retirement Act shall receive either \$75/day for each day of accumulated sick leave or \$101.00/year of employment in the District, whichever is greater. The maximum amount payable shall not exceed \$7500.00; proof of retirement application is required under this section.
- B. In the event of the death of an administrator, the benefits said administrator would be entitled to under this article shall be payable to said administrator's estate, heirs, or designated beneficiary. Unless the District is advised on or before December 1 of the current year as to a designated beneficiary, the proceeds shall be payable to the estate of the deceased administrator.
- C. As an assistance for retirement, the District agrees to provide those administrators selecting retirement, in accordance with the provisions of the State Retirement Act, the terminal leave benefits in Article X, Section A above and a one-time assistance

payment according to the following schedule:

15 or more years service with ELPS	30% of final year contract
20 or more years service with ELPS	40% of final year contract
25 or more years service with ELPS	50% of final year contract

The assistance payment may be made in a lump sum, 21 or 26 pays, or by the purchase of an annuity named by the administrator, whichever method the administrator selects. Date of application for retirement will be no later than January 15 of the year of the anticipated retirement. Notification of retirement after this date will result in forfeiture of the retirement assistance payment.

- D. Any administrator newly hired by the District after June 30, 1998 will not be eligible for the retirement incentive under Section C above.
- E. Should the retirement incentive program for the East Lansing Educational Association change, the administrative group will immediately begin talks with the Superintendent to change the provisions in Sections A and C above.
- F. The maximum number of requests for retirement assistance payments which are required to be authorized by the Board will be two (2) in any fiscal year. Additional requests may be granted at the sole discretion of the Board of Education. In the event more administrators apply than the maximum numbers set forth herein, the requests of the most senior administrators will be authorized.

ARTICLE XI
ADMINISTRATIVE EVALUATION
PROCEDURES AND ALTERNATIVES

Administrators will be evaluated each year under the following schedule:

By January 20	Mid-year review conference
By the last Friday in June	Final evaluation conference along with written evaluation, the next year's goals and IDP, if required.

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

the administrator's unique job situation. Administrators are strongly encouraged to utilize work portfolios and surveys of parents and staff as part of their evaluation process.

PROCEDURES

- A. If an administrator receives a mark of "unsatisfactory" on an evaluation, the supervisor must develop a written individual development plan (IDP) with specific recommendations for the administrator to improve performance. The written prescription is to be discussed with the administrator with the supervisor outlining the suggestions for improved performance in that category.
- B. Supervisors will provide support to the administrator to fulfill the recommendations in the prescriptions.
- C. For many, prescribed performance improvement within their job will not be necessitated. However, all administrators must have goals for professional development or professional accomplishments for the year. Supervisors will be responsible for assisting the administrator in the development of these goals.
- D. It is strongly recommended that the administrator use methods to seek evaluation feedback from peers and staff about their perception of performance. The evaluation form, individual development plans, and/or goals will be placed in the administrator's file.
- E. Nothing in this Article would preclude the termination of an administrator for cause or terminating a probationary administrator without an IDP or evaluation on file.

ARTICLE XII PROTECTION OF ADMINISTRATORS

- A. Any complaints by a parent, community member, or individual Board member regarding an administrator made to the Superintendent shall be communicated to the administrator if:
 - 1. The sharing of the information is in the best interests of the administrator and the educational program, and/or
 - 2. The complaint will be noted in the administrator's personnel file, and/or
 - 3. The complaint is shared with the Board.

- B. The District shall provide at no cost to the administrator legal counsel and representation in any legal action, civil or criminal, brought against him/her for his/her acts or omissions arising from his/her performance (other than personal negligence) within the course and scope of his/her employment as an administrator provided the administrator was not grossly negligent or committed misconduct.
- C. The District shall either hold the administrator harmless or insure him/her adequately for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment as an administrator provided the administrator was not grossly negligent or committed misconduct.
- D. An administrator temporarily absent from his/her duties as a result of an assault or suit while employed in school activities shall receive full pay and shall not have the absence charged against his/her sick leave accumulation if the assault or suit is related to performance of duties provided the administrator was not grossly negligent or committed misconduct.

ARTICLE XIII
CONFERRING PROCEDURES

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

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

ARTICLE XIV
GRIEVANCE PROCEDURES

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

B. Procedure

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

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

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

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

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

C. Miscellaneous:

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

ARTICLE XV
FRINGE BENEFITS

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

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

Administrators who are covered under the District's group health insurance plan and who lose coverage because of termination of employment for other than gross misconduct may be permitted to continue coverage under the district's plan at the administrator's own expense subject to the provisions of COBRA. Information regarding this contractual and legal provision may be sought from the Business Office.

- B. The District shall provide without cost to the administrator group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the administrator's designated beneficiary thereof with provisions for double indemnity in the event of accidental death.
- C. Each administrator will be reimbursed up to four hundred and fifty dollars (\$450) toward payment for an annual physical examination, additional life or disability insurance, and/or professional memberships.
- D. The District agrees to provide without cost to each administrator the same dental, disability, vision, hospital, medical, and surgical benefits as included in the East Lansing School District teachers' contract. However, this section regarding insurance coverage will be re-opened effective July 1, 2000. During the 1999-2000 school year, a joint labor-management committee will study the insurance cost issue. Any committee recommendations will be submitted to the parties for approval.

Administrators who elect not to enroll in the health insurance program offered shall receive each month the single subscriber rate of the health insurance in cash under a valid IRS Section 125 Plan established by the employer.

- E. The District shall make payment of insurance-premiums for each administrator to provide insurance coverage for the full twelve-month period commencing July 1 and ending June 30. When necessary, premiums in behalf of the administrator shall be paid retroactively or prospectively to assure uninterrupted participation in coverage.

- F. The District agrees to deduct premiums for variable tax deferred annuity solely paid for by the administrator and to remit such premium to the designated insurance company.

ARTICLE XVI
ADMINISTRATIVE INCAPACITY

- A. Whenever the Superintendent suspects that an administrator is physically or mentally incapable of performing normal administrative duties, he/she will submit written notice to the Board, the president of the administrators, and the administrator. The written notice shall state the reasons for the alleged incapacity and request that procedures which are in accordance with current legal standards are implemented to obtain necessary medical information.
- B. After receiving the medical information, the Superintendent will then meet with the administrator and state his/her recommendations. Should Board action be required, the affected administrator will be afforded all due process rights.
- C. During the proceedings under this Article, the District shall retain the right to remove or reassign the administrator provided the administrator is compensated at the regular salary during such removal or reassignment.
- D. Expenses and fees for medical review, above and beyond health care coverage, requested by the District shall be paid by the District.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

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

volunteering. Time spent out of the district for such volunteering shall be deemed administrative service within the District for purposes of any time computation, for advancement in the salary schedule or for any other right, benefit or privilege in this handbook.

ARTICLE XVIII WORK YEAR PROVISIONS

- A. Each administrator shall annually (July 1 to June 30) work the number of work days for his/her position specified in the administrative salary schedule. (Appendix A). The actual days to be worked will be scheduled by mutual agreement between the administrator and his/her immediate supervisor. Work days will normally include all days students are in session. Any disagreement regarding scheduling of work days will be resolved by the Superintendent. Non-work days will include:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Martin Luther King Day
Christmas Eve Day	National Presidents' Day
Christmas Day	Memorial Day

- B. Should an administrator agree to work additional days beyond the scheduled work days at the request of the Superintendent, the administrator will be paid his/her per diem rate.

ARTICLE XIX PAYROLL DEDUCTIONS

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

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

ARTICLE XX DISTRICT-WIDE ASSIGNMENTS

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

possibility of administrator participation in District-wide projects that are important for that administrator.

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

ARTICLE XXI
COMPENSATION

- A. The basic salary of administrators covered by this agreement is set forth in Appendix A which is attached and incorporated into this agreement.

ARTICLE XXII
DURATION

This handbook shall be effective as of July 1, 1999 and shall continue in effect until June 30, 2001.

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

EAST LANSING
ADMINISTRATORS

By: Charles D. Hackney
Its President

By: Jack R. Bambul
Its President

By: Susan W. Schmidt
Its Secretary

By: William C. DeLo
Its Secretary

APPENDIX A

East Lansing Public Schools
Administrative Salary Schedule

Position	Work Year	1999-2000 ¹		2000-2001	
		Full Base Rate	90% of full Base Rate	Full Base Rate	90% of Full Base Rate
HS Principal	230	\$96,204	\$86,584	\$98,850	\$88,965
MS Principal	230	88,302	79,472	90,730	81,657
Elementary Principal	219	79,418	71,476	81,602	73,442
HS Associate	226	81,954	\$73,759	84,208	75,787
MS Associate	226	75,619	68,057	77,699	69,929

¹Represents a 2.75% increase from the 1998-1999 salary schedule, step 7

NOTE:

A new administrator or current administrator moving to a new position may be hired at a rate of at least 90% of the "full base rate" as directed by the Board of Education.

Administrators will be moved up to "full base rate" after successful completion of 3 years as an administrator in that position.

During this 3 year period the administrator being paid less than the full base rate will receive annually at least the percentage increase applied to the full base rate as specified in the administrative salary schedule.

EAST LANSING PUBLIC SCHOOLS
Organizational Chart of Administrative Responsibilities
1999-2000

