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6/30/2003

MASTER AGREEMENT

BETWEEN THE

LAKEVILLE BOARD OF EDUCATION

AND THE

LAKEVILLE ADMINISTRATOR'S ASSOCIATION

1998-1999

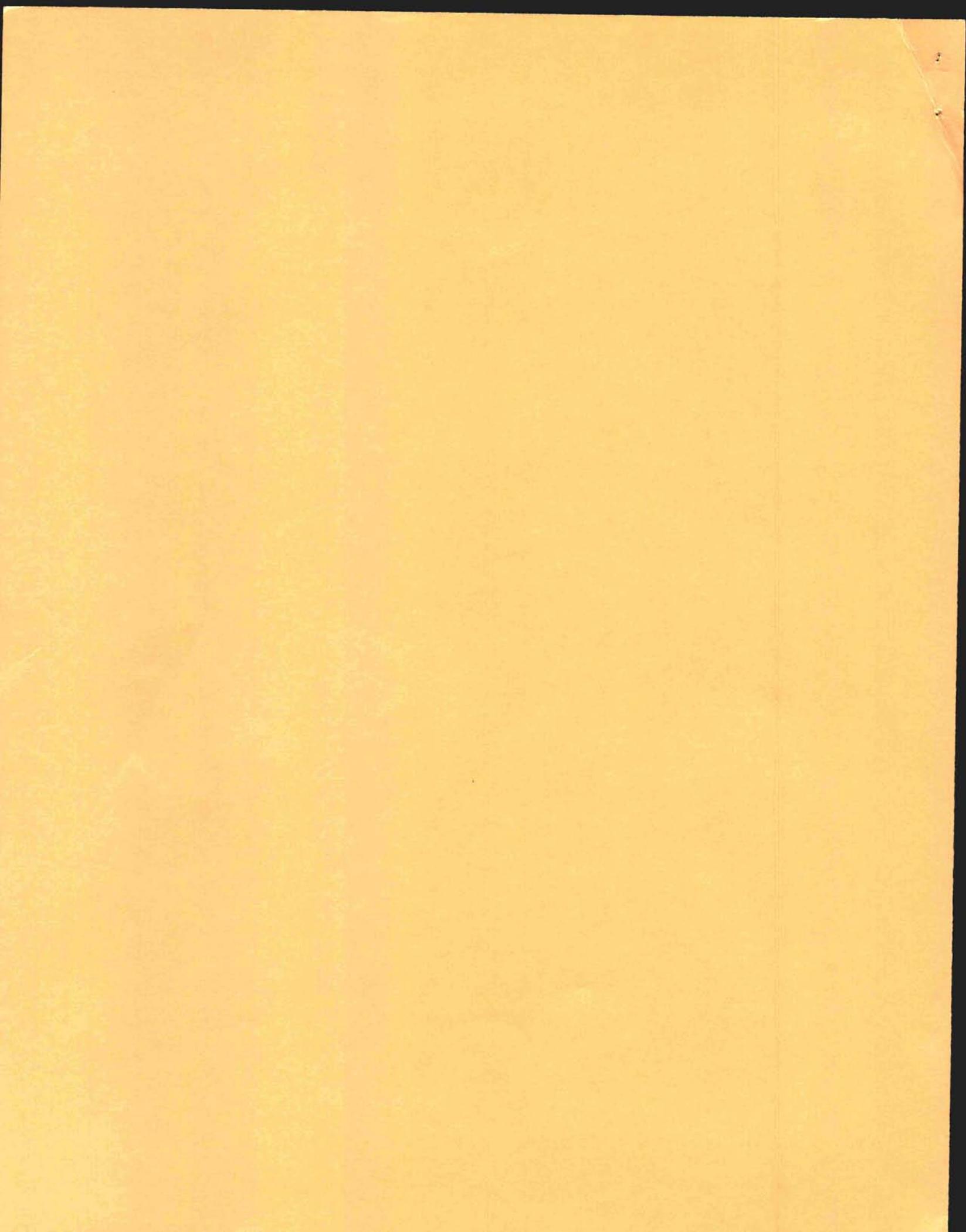
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Lakeville Community School



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LAKEVILLE BOARD OF EDUCATION
AND
LAKEVILLE ADMINISTRATORS' ASSOCIATION AGREEMENT

This Agreement entered into this first day of July, 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".

ARTICLE 1

Recognition

- 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 all administrators under administrative contract and specified by the Association, with the exception of the Superintendent, the Assistant Superintendent, and other supervisory positions not requiring administrative certification.
- 1.2 The Board agrees not to negotiate, during the term of this agreement, with any administrators individually or any administrators' organization other than that designated as the representative.
- 1.3 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- 1.4 The Association shall designate in writing to the Superintendent the authorized representatives for purposes of implementing the terms of this agreement no later than twenty (20) working days from the ratification of this agreement.

ARTICLE 2

Board Rights and Responsibilities

2.1 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 laws and the Constitution of the State of Michigan, and of the United States.

The exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement in conformance with the Constitution and laws of the State of Michigan, and the Constitution and the laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority given by law.

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. 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 administrators except the Superintendent and the Assistant Superintendent, 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.
- 5.2 Any case of assault concerning an administrator in connection 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 of knowingly and willfully acting in an illegal manner by a court of competent jurisdiction.

- 5.3 No administrator shall be disciplined, reprimanded, reduced in compensation, deprived of any professional advantage or reduced in rank without just cause and due process protection.
- 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 personal equipment damaged or lost in the performance of their duties. Such amount shall be offset by the amount of any insurance coverage.

ARTICLE 6

Staffing Procedures

6.1 Appointment to Administrative Position:

- A. The Board and the Association agree that all positions shall be staffed by the most competent and qualified applicant. In staffing such positions, the Board shall give preference to members of this bargaining unit. A member who applies for an open position and is not awarded the position shall be provided, in writing, the reason(s) for the decision.
- B. The Board shall have the right, at any time to staff an open position covered by this agreement on a temporary or emergency basis.

6.2 Creation or Modification of Positions:

- A. The Superintendent or designee shall give written notice, including specifics, to the Association of any proposal to create new administrative positions below the level of Assistant Superintendent, substantially modify positions (including duties, length of contract, salary), or

eliminate positions, where possible four (4) weeks, but in no event less than two (2) weeks, prior to any planned official action of the Board of Education to implement these proposed changes. The written notice by the Superintendent or designee shall include information such as: major functions and responsibilities, contract length and classification.

- B. In the event the Association desires to initiate a discussion for the creation, modification, or elimination of any position, the Association shall give written notice to the Superintendent or his designee of the proposed change.
- C. If the Association is not satisfied with the response of the Superintendent or his designee relative to Article 6.2, items A and/or B cited above, the Association may appeal to the Board.

6.3 Vacancies:

- A. During the school year the Board shall provide individual notification to all administrators of administrative vacancies. Such notice shall be made in writing a minimum of seven (7) calendar days prior to the deadline for filing applications.
- B. The Board shall extend the notification period during the summer to ten (10) calendar days and forward notices to individual Association members.
- C. Transfers and requests for reassignment are assumed to be an integral part of this procedure regarding position vacancies. Present administrators who desire a transfer or reassignment shall receive consideration as provided in this Agreement, upon their written reaction to a vacancy notification. Other requests for transfer or reassignment may be made in writing to the Superintendent.

6.4 Involuntary Transfers:

- A. If the Board determines that staffing requirements or the best interest of the District warrant, an administrator may be given an involuntary transfer to another assignment. The involuntary transfer shall not be made until the administrator has been given written reasons for such

action by the appropriate Board representative. The administrator may request and receive a meeting with the Superintendent to fully discuss the matter. The administrator may be accompanied by an Association representative.

6.5 Terminations and Demotions:

- A. The Board, before effecting a termination or demotion of an administrator, shall offer reasonable assistance and counsel to the administrator to help correct inadequacies giving rise to the underlying reasons for the contemplated action.
 - 1. A minimum of two (2) conferences shall be held between the administrator and immediate supervisor dealing with the identified inadequacies.
 - 2. If the problem persists, a formal warning shall be issued in writing to the administrator which contains specific inadequacies. He/she shall be provided an opportunity of no less than two (2) months to rectify the stated inadequacies, except in unusual cases.
 - 3. If the problem still persists, a formal review of the involved administrator's performance shall be written and presented to him/her at a subsequent conference. The administrator may be accompanied by an Association representative.
- B. The administrator may request in writing a meeting with the Board of Education to fully discuss the matter.

6.6 Layoff and Recall:

- A. If it becomes necessary to reduce the number of administrators during the term of this Agreement, the Superintendent, or designee, shall meet with up to three (3) representatives designated by the Association. The purpose of the meeting shall be to review the reasons and necessity for such reduction, and to discuss the development of a procedure to establish the most equitable and feasible method of recall.

- B. Should a deletion of a position or a reduction of administrative positions become necessary due to factors outside the Board's control, such reduction shall be accomplished within the areas of certification in the reverse order of seniority. No administrator shall be involuntarily laid off while any administrator with less seniority is retained in a position for which the former is certified.

Seniority shall be defined as service performed under Administrative Contract with the LakeVille Community Schools, in positions requiring administrative and educational certification except service in the position of Superintendent or Assistant Superintendent.

- C. Administrators so affected will automatically be transferred to other duties which may include that of a teacher and that the administrator's total time (i.e., length of service) within the school district as an administrator and/or teacher will be given full credit for the purpose of seniority. Any such necessary reassignment of position shall entitle the administrator to his or her contractual salary, provided the individual works the required number of days specified in the contract.

If this condition (reduction of administrators) continues, the following procedure is agreed upon for the LakeVille Administrators' Association:

1. The administrators affected by the reduction or transfer will be recalled to their previous position or the first Administrative opening for which they can qualify.
2. Those administrators assigned to teaching duties would be treated the same as teaching personnel, with regard to work year and salary, but would retain the right to return to administrative status when any administrative positions are restored, created, or become available, as per contract agreement.
3. **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.

6.7 Return to Teacher Status:

- A. An administrator shall have the right to return to teacher status at his/her discretion, provided a vacancy for which he/she is qualified exists.
- B. At the time a request is honored by the Board, any existing individual administrative contract shall become void and the individual shall be treated in accordance with the terms of other negotiated agreements.

ARTICLE 7

Administrative Evaluation

The central purpose of administrative evaluation is to improve the quality and effectiveness of the educational program for students in the Lakeville Schools. The process will set goals, clarify duties, responsibilities and priorities, assist, develop, guide and rate administrative skills and recognize excellence.

7.1 General Principles/Miscellaneous Provisions

- A. Each administrator will be evaluated each year in relation to his/her performance on two or more specific goals and their overall performance in the major performance areas and responsibilities listed in his/her job description.
- B. Major performance areas are:
 - Curriculum and Instruction
 - Administrative Management
 - Job Related Personal Characteristics
 - Personnel Management
 - Student Relations
- C. If an administrator receives an overall unsatisfactory evaluation, he/she will be placed on a Performance Improvement Action Plan that will provide reasonable time and assistance to permit improvement.
- D. Failure of an administrator to comply with the terms of a Performance Improvement Action Plan, or to improve to a satisfactory performance

level may constitute grounds for disciplinary action up to and including dismissal.

- E. Lack of evaluator/board compliance with the terms of a Performance Improvement Action Plan shall be considered as mitigating circumstances in any disciplinary action contemplated.
- F. 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.
- G. Each administrator shall be evaluated annually by the superintendent using the process, procedures and documents designated in this contract. The evaluator shall be familiar with, and knowledgeable about, the requirements and aspects of performance of the position being evaluated.
- H. Unsatisfactory performance shall be determined by objective data and documentation based on observation of performance by the evaluator. Monitoring and observation will be conducted openly with knowledge of the administrator.
- I. Lack of a timely evaluation completed within a contract year through the process described in this article will be considered a positive evaluation and a successful year.
- J. Timelines specified in this article may be adjusted by agreement between evaluator and administrator.
- K. Administrator or evaluator may request an association representative to be present and participate in development of any portion of the evaluation process.

7.2 Process/Procedures

- A. 1. The job description including specific performance areas and responsibilities will be provided to the administrator and association not less than three (3) weeks prior to the date for submission of administrative goals.

2. The administrator will submit proposed written goals by September 1.

B. GOALS CONFERENCE

The goals conference will be held by September 15. During the goals conference the evaluator and administrator will:

1. Jointly review the job description,
2. Develop and state, in writing, two or more specific goals in performance areas or responsibilities included in the administrator's job description,
3. Establish plans for achieving the stated goals,
4. Develop criteria for evaluation of the goals stated,
5. Record any known complications, factors, conditions, including specifics of administrative assignment, that could hinder or limit completion of the stated goals and attach the list to the agreed upon goals (Factors occurring during the course of the year should be noted and appended to the goals).

The evaluator will provide the administrator with two (2) copies of items 2, 3, 4 and 5 results by September 30. Within five (5) days of receipt, the administrator will sign and return one (1) copy of the completed goals statement or request a meeting within five (5) days to clarify any problems.

C. PROGRESS CONFERENCES

On-going communication between evaluator and administrator is encouraged during the school year. Informal progress conferences shall be held between evaluator and administrator during the period between the goal setting and evaluation conferences. One (1) conference shall be held in November and one (1) in January; additional conferences may be held as needed.

1. During progress conferences, or conferences to deal with complications/problems, the evaluator and administrator will review progress to date and work together to resolve any problems.

2. The evaluator will promptly notify the administrator whenever he/she becomes aware of a problem. The evaluator and administrator will schedule a meeting within ten (10) working days of such awareness so the evaluator may assist the administrator in addressing the perceived problem.
- D. An EVALUATION CONFERENCE will be held to assess performance in relation to the written goals and job description a minimum of 90 days prior to the end of the school year.
1. Not less than five (5) days prior to the evaluation conference, the administrator shall provide to the evaluator:
 - a. A portfolio of appropriate information and documentation of overall administrative performance and progress toward reaching the year's specific performance goals,
 - b. A written self-assessment of overall administrative performance in major performance areas and achievement of the specific goals for the year set at the goals conference.
 2. During the Evaluation Conference:

The evaluator and administrator will:

 - a. Review the specific performance goals and assess the degree of achievement of each stated goal
 - b. Review and assess the administrator's performance in relation to the responsibilities delineated in the job description.
 - c. Sign and date the evaluation (the administrator shall be given a copy of the completed evaluation)
 - d. Discuss/identify areas for future improvement goals.

The evaluator will:

 - a. Assess the degree to which the specific performance goals have been achieved
 - b. Assess the administrator's performance in relation to the responsibilities delineated in the job description

- c. Evaluate the performance of the administrator as Commendable, Successful, Needs Improvement or Unsuccessful in the major performance areas and responsibility areas listed in the job description
- d. Evaluate the administrator's overall performance as Satisfactory or Unsatisfactory
- e. Place a copy of the completed evaluation in the administrator's personnel file.

The administrator will:

- a. Complete the "Comments of Administrator" section of the evaluation document.
- E. If an administrator's overall performance is evaluated as unsatisfactory, evaluator and administrator will:
- 1. Set a time and date within ten (10) days for a conference to develop a Performance Improvement Action Plan to address the problems identified.
 - 2. Jointly develop a Performance Improvement Action Plan for a period up to one year in length that will include:
 - a. Items/areas to be improved/remedied,
 - b. Criteria for evaluation of progress
 - c. Timelines for evaluation of progress
- F. Administrator Evaluation Guidelines Chart included as:
Attachment 1.A. of this agreement
Designated administrative evaluation forms included as:
Attachment 1.B. 1 to 1.B. 4. of this agreement.

ARTICLE 8

Absence and Leave Policies

8.1 Paid Leaves:

A. Sick Days:

An administrator shall be allowed sick days, without loss of pay, in the same ratio (days worked to sick days awarded) as teachers. 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 death or critical illness of a member of the immediate family. Unused sick day accumulation subject to conditions specified under "Unused Sick Day Compensation" section, page 27 of this document. This time will be allowed for childbirth, or days when members of the immediate family have surgery. After an absence of five (5) consecutive days, the board may require certification of necessary absence from a doctor. Administrators appointed for less than one full year shall be credited with sick days on a pro-rated basis.

B. Personal Affairs Days:

Two (2) sick days may be used each year for personal affairs which cannot be attended to any other time except on a given or regular school day. These days are subject to prior administrative approval.

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 valid without prior approval. The administrator will notify the Superintendent's Office as soon as possible.

D. Administrators will work the number of days specified in their contract. These days are not necessarily days of school session. 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.

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:**

An administrator shall be granted up to five (5) days off without loss of pay for a death in the administrator's immediate family. Such days shall be consecutive work days, excluding Saturdays, Sundays, and days of school recess. Payment shall not be made for any day the administrator would not have regularly worked. Immediate family shall mean: spouse, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, children, or others residing with an administrator, not related, but being a legal dependent of the administrator.

Time under this section shall be charged to sick days. It shall be a condition of such days that the administrator attend the funeral, or provide reasonable explanation for non-attendance. It is recognized that

certain relationship of family not set forth above, may, due to individual and personal considerations justify granting of such days. Further, it is recognized that in certain cases, extension of time off without pay would be necessary to attend to matters arising out of such death. Each of the above two (2) situations shall be subject to specific applications and determination by the Board.

8.2 UNPAID LEAVES

A. Length of Leaves:

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. Intention to Return:

Persons on leave shall declare their intention to return or renew their leave on or before April 1. Failure to comply with this provision automatically waives his/her right for continued employment in the school district.

C. 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, responsibility, 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.

D. Types of 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 shall be granted to parents of children for the remainder of the school year under the following circumstances:
 - a. Newborn infants
 - b. Crippling or terminal accidents or illnesses
 - c. Newly adopted children
4. **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 A grievance shall be defined as an alleged violation, misinterpretation, or misapplication 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.
- B. If the grievance is not resolved informally, the grievant may submit the grievance in writing to the superintendent or president of the administrator's association, (depending upon whether the grievance is against the employer or the union), within five (5) days of the informal conference meeting (Step A).
- C. Within five (5) days of receipt of the written complaint, the superintendent and association president will hold a meeting on the matter. Meeting may include administrator(s) involved.
- D. Within five (5) days of the meeting the superintendent and association president, (may include administrator(s) involved), will:
 - 1. Jointly sign a letter of agreement stating the disposition of the matter, or;
 - 2. If agreement is not reached, provide the other party with a statement of position and reasoning in the matter.
- E. If the problem remains unresolved: Within five (5) days of receipt of position statements, either party may request a board personnel committee meeting on the matter. The board personnel committee shall schedule a meeting within ten (10) days of receipt of the request.
- F. Not less than five (5) days prior to the scheduled meeting both parties shall provide their positions and reasoning in writing to the board personnel committee.
- G. Within ten (10) days of the meeting, the board personnel committee shall respond in writing to the association and superintendent, setting forth their disposition of the matter and their reasoning.
- H. If the board resolution is unsatisfactory to either party, they will, within five (5) days notify the other party. Within ten (10) days after that they may submit the grievance for final and binding arbitration under the labor

arbitration rules of the American Arbitration Association, the board resolution of the matter is final.

I. 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 confer with the board and the association, hold hearings promptly and will issue his/her decision not later than twenty (20) school days from the close of the hearing, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to his/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this agreement. Administrators, the LakeVille Administrator's Association and the LakeVille Board of Education agree to be bound by the award of the arbitrator.

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 judgement 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

- 10.1 Each administrator of the school district shall be issued an individual contract, in an administrative capacity, for a two (2) year period commencing each July 1. On or before July 1 of each year, except as otherwise provided in this agreement, the Board of Education, or its designated representative, shall provide notice to those administrators whose contracts are not to be renewed. Administrators' individual contracts shall be issued within thirty (30) days of effective date of this agreement.
- 10.2 The two (2) year contract provision shall be subject to the following exceptions:
 - A. Persons new to administrative employment with LakeVille Schools shall be considered in probationary administrative capacity for their first two (2) years. As such, they may be issued one (1) year contracts.
 - B. The Board may issue a one (1) year contract to an individual administrator if the administrator's formal evaluation through the procedures and processes specified in Article 7 of this bargaining agreement is unsatisfactory and the administrator is placed on a Performance Improvement Action Plan.
 - C. The parties agree that if it is necessary to reduce administrative positions, the effected administrators may be given a one year contract. At the termination of the one year contract, the administrator's individual contract

will expire and the procedures specified in Article 6.7 of this document shall apply.

- D. In the event that the LakeVille Community School District suspends school operation, therein all teaching staff have been laid off, then all bargaining unit administrators shall also be laid off.

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, 1998, and shall continue in effect for five (5) years through the 30th day of June, 2003.
- 11.3** This total Agreement shall be open for negotiations no later than January 15, 2003 for the 2002-2003 school year.

SIGNATURE PAGE

For the LakeVille
Board of Education

For the LakeVille
Administrators' Association

President

President

Vice President

Vice President

Treasurer

Secretary

Secretary

Negotiator

Trustee

Trustee

Trustee

jp

APPENDIX A

Administrative Compensation

The administrator's yearly base salary shall be computed based on years of experience and educational level as if the administrator were a teacher. Experience is understood to be experience in teaching or administrative capacity. The yearly base salary will be divided by 186 to achieve a base daily rate. The base daily rate shall be adjusted for responsibility and educational factors to achieve a daily rate.

Persons entering administrative employment with the Lakeville Schools after July 1, 1995 will receive the same base daily rate as a teacher with the same educational and experience level up to the seventh step. After the first year, the experience level shall be increased one year, each year, in the same manner as other administrators.

The base daily rate shall be adjusted for supervisory responsibility. Responsibility factors: High School Principal - fifteen per cent (15%), Middle School Principal - ten per cent (10%), High School Associate Principal, High School Assistant Principal, Community Education Consortium Director - five per cent (5%); Elementary Principal for one building - five per cent (5%), + two and one-half per cent (2.5%) for each added building; Curriculum Director - two and one-half per cent (2.5%); Special Education Director, Community Education Director - four per cent (4%); Assistant Elementary Principal - two and one-half per cent (2.5%); Middle School Assistant Principal - three per cent (3%). (Current Curriculum Director as of the ratification of this agreement will receive a six per cent (6%) responsibility factor for the balance of service in this capacity.)

Work years for administrative positions: High School Principal, High School Associate Principal, Community Education Consortium Director, two hundred and twenty (220) days; Middle School Principal, two hundred and fifteen (215) days; High School Assistant Principal two hundred and five (205) days; Elementary Principal, Community Education Director two hundred and seven (207) days; Assistant Elementary Principal two hundred and seven (207) days; Middle School Assistant Principal one hundred and ninety five (195) days, Curriculum Director, Special Education Director one hundred and eighty six (186) days.

Administrators with educational levels above the MA+30 level, will receive a two per cent (2%) increment at the MA+60/Specialist level and a two per cent (2%) increment at the doctorate level. Administrators employed prior to July 1, 1991, shall not be reduced below the MA+30 top step with educational and longevity adjustments where applicable.

The superintendent may, with board approval, add work days to an individual administrator's contract to reflect particular needs. Such added days shall be discussed with the association prior to implementation.

Administrators appointed for less than one (1) full year shall be compensated on a pro-rated basis according to the procedures outlined above for regular administrators.

Unused Sick Day Compensation

1. To qualify for unused sick day reimbursement an administrator must have a minimum of five years administrative experience with LakeVille Community Schools and ten years total experience in education.
2. A. The Board will reimburse administrators hired prior to December 13, 1990, upon leaving administrative service with LakeVille Schools for all accumulated unused sick days at his/her current daily rate.
B. On June 30, 1995, administrators hired prior to December 13, 1990, with unused sick day accumulations in excess of ninety (90) days shall have their accumulation total capped as of that date. Beginning with the 1995-96 school year, and thereafter, on June 20 of each year, the board shall pay the administrator an amount equal to his daily rate times the number of unused sick days, (if any), remaining from his yearly allotment. The amount will be added to the first check after July 1 or paid into an annuity/I.R.A. of the administrator's choice. The administrator will notify the payroll office of his/her choice.
C. Administrators hired between December 13, 1990, and July 1, 1995, will be paid at their current daily rate for accumulated unused sick days to a maximum of ninety (90) days upon leaving administrative employment with LakeVille Schools. They will be paid yearly for unused sick days in

excess of ninety (90) days at the rate of 50% of their current daily rate in the manner outlined/underlined in Section 2.B. above.

3. Persons who begin administrative employment with LakeVille Schools after July 1, 1995:
 - A. May accumulate unused sick days until the year in which they reach or exceed ninety (90) days. Thereafter, on June 30 each year, the board shall pay the administrator an amount equal to 25% of the administrator's daily rate times the number of unused sick days, (if any), remaining from his/her yearly allotment. The amount will be added to the first check after July 1, or paid into an annuity/I.R.A. of his/her choice. The administrator will notify the payroll office of his/her choice.
 - B. Will be paid for accumulated unused sick days at 50% of his/her daily rate upon leaving administrative service with LakeVille Schools.
4. Payment upon leaving administrative employment with LakeVille Schools will be in the form of purchase of retirement credit, cash, annuities or a combination of the administrator's choice.
 - A. Administrator may elect one (1) or two(2) payments over a period of up to two (2) years.
 - B. If the administrator leaves the district through death the amount due shall be paid to his/her designated beneficiary in the method of their choice.

April 7, 1998

**Letter of Exception to Appendix A , Paragraph 2 of
the Master Agreement between the
LakeVille Board of Education and the LakeVille Administrators' Association**

Beginning July 1, 1998, with the new master agreement, the current high school principal, Mr. Glenn Smith, and current high school assistant principal, Mr. Robert Pepera will have their salaries raised to step twelve on the appropriate salary scale. Thereafter they will continue to accrue salary increases as set forth in the contract.

LakeVille Board of Education:

President

Superintendent of Schools

LakeVille Administrative Association:

Jerry Swann

President

Edward P. Stone

April 9, 1998

MEMO

TO: Superintendent Richardson and Board of Education

FROM: LakeVille Administrator's Association

SUBJECT: Addendum, letter of intent, to sick day provision of administrative contract.

It is the intent of the Board of Education and LakeVille Administrator's Association that the sick day payout provision for Glenn Smith and Bob Pepera would be treated as follows. Upon Jerry Swenor and Ed Stone leaving administrative employment with the LakeVille District, Mr. Smith and Mr. Pepera would be moved from the twenty five (25%) percent payout for unused sick days to the fifty percent (50%) level.

It is the intent of the Association that agreement with this proposal in addition to the salary adjustment already agreed upon for Glenn Smith and Bob Pepera would result in our having reached agreement on the contract for the period from July 1, 1998 through June 30, 2003.

If the Board of Education is in agreement with this, please notify the Association in order that both parties may ratify the agreement.

Edward P. Stone

APPENDIX B

Compensation and Fringe Benefits

1. A. **Salaries**

The methods and process of calculation for salaries for administrators covered by this bargaining agreement are set forth in Appendix A, Page 26 of this agreement.

B. **Additional Compensation**

The salary schedule is based upon a particular number of days specified in the administrators' contract. For extra days worked, the administrator shall be entitled to appropriate additional professional compensation, at his/her established, professional daily rate. Such additional compensation shall be subject to prior approval of the Board.

C. **Pay Periods**

Administrative contracts will be paid out on a fifty-two (52) week basis. Administrators will be paid the remainder of their contractual salary on the last day of the school year (June), if they so request.

2. **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.

B. **Medical Insurance:**

The Board shall provide full coverage for MESSA Super Care I, or its equivalent, for administrators, their spouse and family, with all the MESSA Options, or its equivalent, available through payroll deduction. There will be a single carrier, the name of said carrier to be determined

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

Administrators with family coverage will receive an annual end of year payment of \$100.00 in lieu of the deductible. Administrators with single coverage will receive an annual end of year payment of \$50.00 in lieu of the deductible.

C. **Dental Insurance:**

The Board shall provide MASB/SET, or its equivalent, full family dental insurance, Plan 100/50*, for administrators, their spouse, and family. In the case where both husband and wife are employed by the Board, double coverage will not be provided. (*Covers 100% of all caps and crowns.)

D. **Vision Insurance:**

The Board shall provide vision insurance coverage equivalent to that provided other groups.

E. **Liability Insurance:**

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

F. **Terms of Benefits:**

All insurance benefits shall be provided for a period from September 1 to August 31.

G. **Long Term Disability Insurance:**

The Board will provide Long Term Disability Insurance Coverage at the rate of 70 per cent of salary commencing on the 61st calendar day from the date of occurrence. The specific coverages shall be as agreed between the Board and the organization as of the date of this agreement and shall be known to each administrator.

H. **Workers Compensation:**

Any Administrator who is absent because of injury or disease compensable under Michigan Workers Compensation Law, shall receive from the Board, or from the Board's insurance carrier, the difference between the allowance under the Workers Compensation Law and

his/her regular salary for the duration of the illness with subtraction of sick leave, as pro-rated to limit of accumulated sick leave.

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

The Board will pay insurance premiums for administrators on leave due to illness or accident for the remainder of the individual administrator's contract. Administrators on other types of leaves may elect to pay their own premiums at the group rate.

J. **Professional Dues:**

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

K. **Mileage Allowance:**

The Board will reimburse each administrator at the rate of \$544 per year for all local (Genesee, Lapeer and Tuscola counties) school travel. Administrators filling two (2) positions, (i.e., principals with two (2) buildings or principal and Director of Special Education), shall receive a mileage allowance of two (2) times the base rate. Reimbursement shall be made in two (2) installments on December 1st and June 1st of each contractual year. Mileage expenses in excess of allotment will be paid if documented. Approved mileage for out-of-area travel shall be reimbursed by the Board at the base rate established by the Internal Revenue Service for business mileage.

L. **Optional Fringe Benefits:**

The Board shall provide additional fringe benefit options as provided in the "fringe benefits pool" as follows:

All administrators \$30.00 per month

Administrators not covered by health insurance

provided by the Board. \$40.00 per month

The fringe benefits to be selected must meet the approval and conditions of the carrier. Payroll deductions for annuity programs must exceed \$3.00 per month.

Administrators must choose from the fringe benefit options listed below. Any costs of benefits purchased under this section in excess of thirty dollars (\$30.00) per month shall be born by the administrator. Administrators shall be responsible for delivering all enrollment forms and other required documents to the Payroll Department no later than September 30 of each year or the end of the MESSA enrollment period as applicable.

Fringe Benefit Options

TSA (Collectable upon retirement)

Added Life Insurance

Dependent Life Insurance

Hospital Confinement Indemnity Insurance

Survivor's Income Benefits

M. **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 the Superintendent approves the written request for additional course work, and further provided that the Administrator 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 C

Following is a list of the members in the LakeVille Administrative Association and their seniority status:

<u>Administrator</u>	<u>Seniority Date</u>
Jerry Swenor	7-01-69
Edward Stone	7-01-83
Joette Kunse	12-14-90
Dennis Grunden	8-10-92
Glenn Smith	8-01-95
Robert Pepera	8-17-95

ATTACHMENT 1. A. ADMINISTRATOR EVALUATION GUIDELINES

August 16
Job Description to Administrator

September 1
Administrative Goals Submission Date

September 15
Last Date for Goals Conference

September 30
Copy of Agreed Upon Goals to Administrator

October 5
Last Day for Administrator to Return Signed Goals
or Request Meeting

September
Progress Conferences as Required

January
Progress Conferences as Required

September through March
Problem Conferences as Needed

January 15 - 25
Progress Conference

March 15
Last Date for Evaluation Conferences
If Performance Satisfactory Proceed to June 15 - 30
If Performance Unsatisfactory Proceed to April 1

March 30
Consideration for Non-Renewal Deadline

April 1
If overall evaluation was unsatisfactory
Administrator and Evaluator meet and
Develop a Performance Improvement Action Plan

April 30
Non-Renewal Notice Deadline

June 15 - 30
Board Action on Administrator Contracts

If unsatisfactory evaluation and Performance Improvement Action Plan of Improvement has been developed, Board may issue one year contract. If evaluation satisfactory Board extends contract for two years.

Above dates may be adjusted to reflect normal work dates or administrators not on July 1 to June 30 contract format.

ATTACHMENT 1. B.
LAKEVILLE COMMUNITY SCHOOLS
ADMINISTRATOR EVALUTION PROCESS

NAME _____ POSITION _____
SCHOOL/LOCATION _____ YEARS IN PRESENT
POSITION _____
APPRAISER _____ PERIOD COVERED _____

=====

PART I: PERFORMANCE GOALS FOR IMPROVEMENT

Identify specific performance goals for improvement. Use a separate sheet for each goal. Indicate what is to be accomplished, by when. Describe the methods, activities, or processes by which the goal is to be accomplished.

Goals should be identified in one or more of the following general areas: Curriculum and Instruction; Personnel Management; Communication; Administrative Management; Student Relations; and/or Personal Characteristics.

=====

PERFORMANCE GOAL:

APPRAISER'S COMMENTS

PART III. RECOMMENDATIONS OF EVALUATOR

1. B. 4.

Identify specific recommendations for improvement, when indicated, as well as noting commendations for specific strengths.

PART IV. COMMENTS OF ADMINISTRATOR

Signatures indicate completion of the appraisal process, but do not necessarily mean that the administrator concurs with the contents.

Evaluator _____ Date _____

Administrator _____ Date _____

