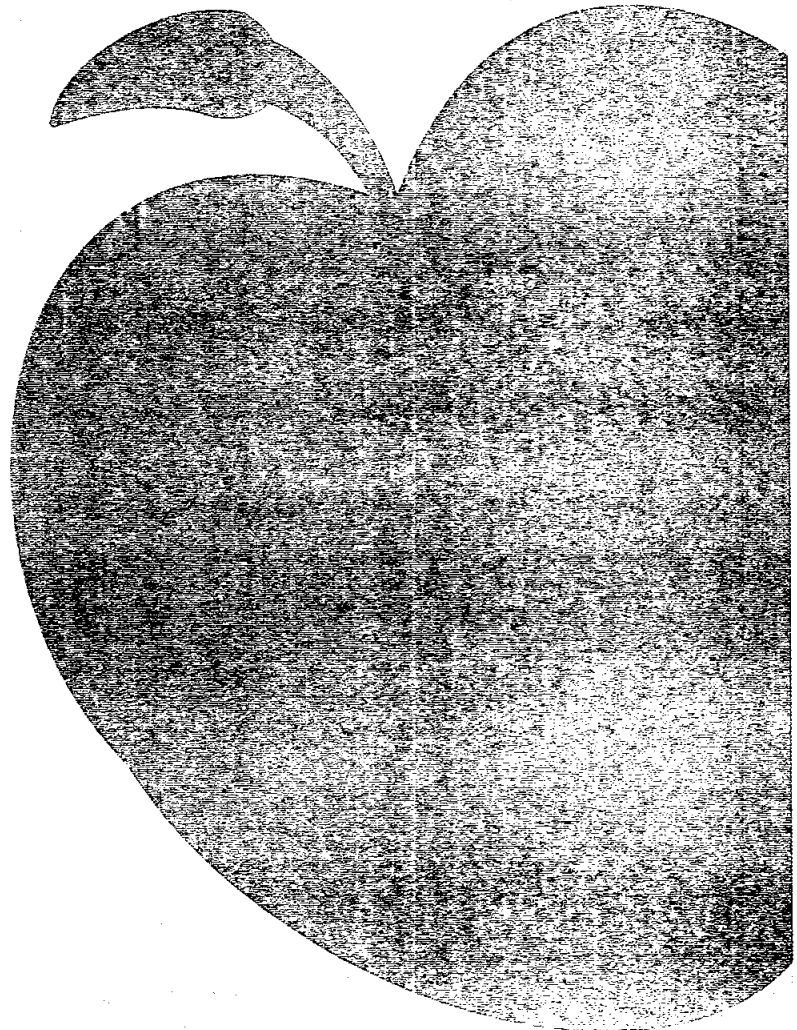


# MASTER AGREEMENT

BETWEEN THE  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT  
OF THE CITY OF LINCOLN PARK  
AND THE  
LINCOLN PARK ADMINISTRATORS ASSOCIATION

2004- 2006

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LINCOLN PARK BOARD OF EDUCATION

LINCOLN PARK ADMINISTRATORS ASSOCIATION

This Agreement entered into this October 31, 2005 by and between the Board of Education of the School District of the City of Lincoln Park, hereinafter called the "BOARD", and the Lincoln Park Administrators Association, hereinafter called the "ASSOCIATION",

WITNESSETH:

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

WHEREAS, the BOARD recognizes that quality leadership promotes quality education, and

WHEREAS, the ASSOCIATION recognizes that, because school Administrators possess unique training and experience and function in positions of public trust, it should endeavor to assist the BOARD to develop the best educational program possible, and

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

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

## ARTICLE I

### RECOGNITION

#### SECTION 1: RECOGNITION OF ASSOCIATIONS

The Board hereby recognizes the ASSOCIATION as the sole and exclusive bargaining representative pursuant to Act 379, P.A. 1965 as amended for all administrative employees including High School Principal, Elementary School Principals, Assistant Principals, Director of Vocational Education, Athletic Director, Director of Special Education, Special Education Program Supervisor, Director of Early Childhood and the Director of Alternative Education but excluding the Superintendent, Assistant Superintendents, Director Building and Grounds, Director of Food Services and Non-Certified Directors or Supervisors.

#### SECTION 2: ADMINISTRATORS DEFINED

The term "administrator" when used herein, shall refer to all members of the bargaining unit represented by the Lincoln Park Administrators Association.

#### SECTION 3: BARGAINING UNIT EXCLUSIONS

Any individual holding an excluded position as described in Section 1 of this Article who also assumes responsibilities within the ASSOCIATION is specifically excluded from the bargaining unit.

#### SECTION 4: EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

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

#### SECTION 5: AUTHORITY OF THE BOARD

It is hereby mutually agreed that the BOARD reserves unto itself all powers, rights and responsibilities conferred upon it by the Laws and Constitutions of the State of Michigan and of the United States. However, these powers, rights and

responsibilities are subject to the rights of the BOARD'S administrators under Act 336, P.A. 1947, as amended, and to the limitations imposed on it by the terms and conditions of this agreement.

#### SECTION 6: SCOPE OF THE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the BOARD and the ASSOCIATION for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### SECTION 7: DEFINITIONS

- a. BOARD shall mean the Board of Education of the School District of the City of Lincoln Park or its designated agents.
- b. ASSOCIATION shall mean the Lincoln Park Administrators Association.
- c. Administrator shall mean any member of the bargaining unit.
- d. Superintendent shall mean the Superintendent of Schools of the School District of the City of Lincoln Park, or his/her designated agents.
- e. In the construction of the words used in this collective bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

#### SECTION 8: DISTRIBUTION OF AGREEMENT

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

#### SECTION 9: SPECIAL CONFERENCES

The Superintendent and the ASSOCIATION shall meet as needed during the school year, upon the request of either party, to discuss matters relating to the interpretation or implementation of this Agreement. The time and place of all such meetings shall be mutually agreed upon and shall be scheduled so that they do not conflict with any of those Administrators attending.

#### SECTION 10: NON-DISCRIMINATION

The ASSOCIATION agrees to continue to admit all Administrators to membership without discrimination on the basis of race, color, creed, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional organizations. The BOARD agrees to continue its policy of non-discrimination against any Administrator on the basis of race, color, creed, age, national origin, sex, marital status or membership participation in or association with the activities of any professional educational organization.

#### SECTION 11: CREATION OF NEW ADMINISTRATIVE POSITION

The BOARD agrees to review with the ASSOCIATION the creation of any new administrative position that may be included in the ASSOCIATION bargaining unit. The BOARD further agrees to consider the ASSOCIATION recommendation, including the job description, prior to the creation of any such position.

#### SECTION 12: CHANGES IN PRESENT POSITIONS

Any changes in the duties or job descriptions of positions currently within the unit, which the BOARD is obligated to bargain on, shall be subject to collective bargaining and agreement with the ASSOCIATION.

## ARTICLE II

### ASSOCIATION RIGHTS

#### SECTION 1: PAYROLL DEDUCTIONS

The BOARD shall deduct ASSOCIATION dues as prescribed by the ASSOCIATION from alternate paychecks during the months of September through June inclusive for each Administrator for whom the BOARD has on file a written authorization to do so. Such deductions shall continue until the Administrator's services are terminated, or the authorization withdrawn. All dues shall be forwarded by the BOARD to the ASSOCIATION'S financial officer not later than seven (7) calendar days after such deductions are made. The BOARD shall also make payroll deductions upon written authorization from Administrators for annuities, credit union, savings bonds, insurance or any other plans or programs jointly approved by the BOARD and the ASSOCIATION.

#### SECTION 2: ASSOCIATION USE OF SCHOOL BUILDINGS AND EQUIPMENT

The ASSOCIATION shall have the right to use school buildings for its proper business activities. The ASSOCIATION shall also have the right to use school equipment including duplicating equipment, calculating machines, computers and all types of audio-visual equipment at reasonable times and subject to such reasonable regulations as may be established by the BOARD. The ASSOCIATION shall pay for the reasonable cost of materials and supplies used, wages of specialized personnel when required, and any damage incident to the uses described herein.

#### SECTION 3: ACCESS TO BOARD INFORMATION

The BOARD agrees to furnish to the Officers of the ASSOCIATION, copies of all public records concerning the financial resources of the district, budgetary allocations and expenditures, together with any other public record or information that may be required by the ASSOCIATION in the processing of any grievance or complaint, provided that the BOARD is not required to furnish material requiring compilation of information from more than one source. It being understood by the parties hereto that any material desired and requiring compilation, compendiums or the consulting and notating of various source public records shall be the

responsibility of the ASSOCIATION and the obligations of the BOARD shall consist in the furnishing of the public records herein before specified.

#### SECTION 4: ORGANIZATIONAL LEAVE DAYS

A pool of ten (10) organizational leave days shall be available to the ASSOCIATION that may be used by ASSOCIATION appointed representatives to attend conferences and other meetings related to the conduct of its affairs. It is further understood that all such leave days shall have the prior approval of the ASSOCIATION, which shall notify the Superintendent at least seven (7) days prior to the day such leave time is to be taken. In the event the Administrator's absence would disrupt school operations, the Superintendent shall have the right to deny the requested leave.

#### SECTION 5: USE OF INTERSCHOOL MAIL

The Association shall have the right to use the district's interschool mail for communication to its members.

#### SECTION 6: SPLIT ASSIGNMENTS

Under normal circumstances administrators will not be responsible for the operation of more than one building or assigned to more than one position within the limitations of available personnel facilities and funds.

#### SECTION 7: DISTRICT WIDE PROGRAMS

Administrators will not be required to take responsibility for running district wide programs i.e. scoliosis screening, vision and hearing screening, torch drive, and etc. This however, does not preclude administrators from volunteering for such responsibilities and the Association will use its good offices to seek volunteers if requested by the Superintendent. In addition, this article has no affect on the Administrator's responsibility to carry out the necessary duties for completion of any district program within his/her building or area of responsibility.



## SECTION 8: PERSONAL ACTIVITIES

The Board agrees that the private life of any administrator is not an appropriate matter for the concern or attention of the Board unless it adversely affects the administrators ability to carry out professional function or responsibilities to the school district or to act as a representative of the district.

## SECTION 9: EXAMINATION OF PERSONNEL FILE

All administrators shall be accorded, in regard to their personnel file, those rights to examination, copying content provided under the Bullard-Plawecki Employee Right to Know. In addition, the administrator may exercise these rights at all reasonable times, and with an Association representative present, if so requested.

## SECTION 10: STUDENT DISCIPLINE

Each building principal shall have the right to control student discipline within his/her building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.

## SECTION 11: ASSOCIATION REPRESENTATION

Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where disciplinary action will be discussed or where discipline will be imposed.

## SECTION 12: STAFF ASSIGNMENTS

Each building principal shall have the right to make a recommendation regarding each staff member's assignment within his/her building. In addition, the Board agrees that each principal and director shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment to his/her building or department or new hires. All decisions shall be made recognizing provisions of existing contracts. The Superintendent's decision on these matters shall be final.

## ARTICLE III

### SENIORITY DEFINED

#### SECTION 1: EFFECTIVE JULY 1, 1985:

Administrative Seniority is defined as the length of continuous service as an administrator in the district.

~~Continuous service shall mean the original date of administrative appointment by Board Resolution to a permanent administrative position (not an acting assignment). Seniority shall be deducted for the time period an administrator is on personnel business leave and not employed in another administrative capacity in the school district (see Section 2D below), or on layoff. Acting assignment(s) shall be limited to one (1) year.~~

#### SECTION 2: DEDUCTION OF SENIORITY SHALL BE HANDLED AS FOLLOWS:

- a. Calendar days will be deducted for the time period from the effective date of the Board approved leave and the date of return to an administrative assignment.
- b. No deduction of seniority shall occur when an administrator receives a Board approved medical, sabbatical, or military leave.
- c. Administrators under contract prior to June 30, 1985 shall have a seniority date as shown in the 1984-85 administrative seniority list in Appendix A. These dates will be subject to seniority deductions after July 1, 1985 as outlined above.
- d. No deduction of seniority shall occur when an administrator receives a personal leave to work in an administrative position in the district outside of the bargaining unit.

#### SECTION 3: SENIORITY DATES

If two (2) or more administrators have the same seniority date the most senior administrator shall be determined as follows:

- a. District seniority as a teacher (if the same)
- b. Date of application for teaching position (if the same)

- c. A lottery will occur to determine seniority.

#### SECTION 4: MAINTENANCE SENIORITY

- a. Administrators who are promoted into an excluded position as defined in Article I, Section 1, shall maintain and accrue seniority within the Bargaining Unit.
- b. Administrators who resign their position within the Bargaining Unit shall forfeit all rights of accrued or accumulated seniority within the Bargaining Unit except as stated above.
- c. Any administrator who returns to the Teachers Bargaining Unit shall be placed on the teacher seniority list consistent with their district seniority including all rights of the Agreement.
- d. Any administrator who has not held a teaching position in the LPEA has no seniority rights into that Union.

## ARTICLE IV

### REDUCTION OF PERSONNEL

#### SECTION I:

Should changes in student population or other conditions make necessary a general reduction in the number of administrators employed by the BOARD or the consolidation of administration for the elementary buildings, the BOARD will follow the procedure outlined below:

- a. Before the BOARD makes any necessary reduction in administrators personnel it will first meet and discuss with the ASSOCIATION the effects of such reduction, and give the ASSOCIATION the opportunity to make recommendations relative to such reduction.
- b. Reduction shall occur in reverse seniority order by classification. Classifications are:
  1. High School Principal
  2. High School Assistant Principals
  3. Athletic Director
  4. Vocational Ed Director
  5. Special Ed Director
  6. Middle School Principal
  7. Middle School Assistant Principal
  8. Elementary School Principals
  9. Elementary School Assistant Principal
  10. Director of Early Childhood Development
  11. Director of Alternative Education
  12. Special Education Program Supervisor
- c. Administrator's reduced from a classification (seniority permitting) shall be able to bump the lowest senior administrator in another classification if they have held that position previously within the district.
- d. Administrator(s) bumped under Section 1-C above shall be able to bump in a like fashion (seniority permitting).
- e. Administrators unable to bump shall be laid-off.

## ARTICLE V

### RECALL

#### SECTION 1:

Administrators who currently hold bargaining unit positions who are laid-off as per Article IV will be placed on a list according to seniority. As administrative positions become available the following recall procedures shall be used:

- a. Available position is determined by the BOARD.
- b. Administrator(s) who held the available position within the district which is deemed open by the BOARD shall have recall rights to that position in order of seniority.
- c. If an administrator refuses an offered position which they have held in the district previously then they have waived all seniority within the Bargaining Unit and said refusal shall be considered a resignation. However, any laid-off administrator having exercised his/her recall rights and under contract by another school district will have the right to honor that contract for the remainder of the school year. The position for which the administrator is being recalled shall be filled on a temporary basis for a period of up to one (1) year.
- d. Laid-off administrator(s) shall retain recall rights to a position(s) that they have held in the district previously for a period not to exceed five (5) years from the effective date of lay-off.
- e. No administrator(s) shall have any recall rights to any administrator positions that they have not held previously in the district.
- f. It is the responsibility of the laid-off administrator to keep the Personnel Office notified of his/her current address and telephone number.

g. NOTIFICATION PROCEDURE:

1. Telephone contact (if not able to reach)
2. Registered letter to the last known mailing address. If no response within 10 working days the position shall be considered refused and considered a resignation.

h. If there is no eligible administrator available the position shall be posted.

## ARTICLE VI

### TRANSFERS

#### SECTION 1: VOLUNTARY TRANSFERS

Definition: Voluntary transfer shall mean the movement from one position to another position which has the same job description or to a position in which an administrator has held previously within the district.

An administrator who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside of the unit are considered for that position.

When an opening occurs it shall be announced in writing to all administrators, and a period of at least one (1) week shall be established for submitting transfer requests to the Superintendent for the open position or any other opening that may occur as a direct result of approving a transfer to the open position.

Those administrators who have filed a transfer request and are eligible for such a transfer shall each be interviewed by the Superintendent, and at the option of the Superintendent, the Assistant Superintendent for Personnel.

Each administrator requesting a transfer shall be informed in writing of the approval or denial of his/her transfer request within a reasonable time after the interview with the Superintendent. The reasons for denial will be placed in writing by the Superintendent at the request of the administrator. The Superintendent shall have complete discretion regarding voluntary transfers.

When an administrator is administratively transferred to a different administrative position, the BOARD will reimburse the cost of any course work required to gain certification in the newly assigned position.

#### SECTION 2: INVOLUNTARY TRANSFER

The Superintendent after conferring with the ASSOCIATION may involuntarily transfer an administrator to another position with the bargaining unit under the following conditions:

1. Where possible, there has been full cooperation among all parties affected.
2. Any administrator transferred must possess minimum qualifications for the position as described in the District Policy Book.
3. The Superintendent has demonstrated a clear need for the transfer.
4. The transfer has not been arbitrary
5. The transfer must not circumvent the recall process for vacant positions.
6. The transfer does not constitute a position of greater importance or compensation.

### SECTION 3: TEMPORARY OR ACTING POSITIONS

Temporary or acting positions of one (1) year or less do not require postings, nor does an administrator accrue rights to that position, if transferred to same.



## ARTICLE VII

### EVALUATION AND DUE PROCESS

The BOARD and the ASSOCIATION recognize that the process of evaluating administrative personnel is a complicated and difficult task requiring a thorough knowledge of both the skills being evaluated and the process by which such skills can be adequately measured. Because such knowledge and ability is, in itself, a unique skill requiring specialized training and experience, the BOARD designates the Superintendent of Schools as the evaluator of all administrators. When the evaluation of one LPAA member is delegated to another member of the LPAA, said evaluation may be appealed to the superintendent.

In the case of the High School Assistant Principals, Athletic Director and Vocational Education Director, the Superintendent may designate the High School Principal to complete their evaluation.

The ASSOCIATION does recognize, however, that it is the prerogative of the BOARD to evaluate its administrators.

Any evaluation of an administrator shall be discussed with the administrator in question and shall be reduced to writing. The administrator shall receive a copy of such evaluation and a copy shall be placed on file in the BOARD office and be held in confidence and handled in an ethical manner.

No administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of administrator performance or violation of professional ethics asserted by the BOARD or any agent or representative thereof, shall be subject to the grievance procedure as provided in this contract.

It is agreed that the BOARD or its designated representative and ASSOCIATION shall meet by May 1<sup>st</sup> of each year to thoroughly review and assess the procedure for evaluating administrators. It is understood that the parties may make joint or separate recommendations as to the evaluation procedure, with such recommendations to form the basis for review and assessment of said procedure.

SECTION 1:

The BOARD agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.

SECTION 2:

Before determining to demote, or discharge an administrator, the BOARD shall offer all reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action.

SECTION 3:

Reasonable assistance shall consist of all of the following required steps:

- a. Conferences shall be held between the administrator and the Superintendent dealing with clearly identified inadequacies. Remedies will be specified in writing. A representative of the ASSOCIATION shall be present if requested by the administrator.
- b. If the problem persists, a formal warning shall be issued to the administrator. The warning shall contain the specific inadequacies in writing. Reasonable time lines for achieving the established remedies will be determined by the Superintendent.
- c. If the problem continues to persist discipline may be imposed up to and including dismissal. At any time during the procedure the administrator may exercise his/her transfer rights to other administrative positions, teacher ranks or resign from the district.

SECTION 4:

Where there is just cause for the immediate discharge demotion or suspension of the administrator, the BOARD may cause such demotion or termination without following the above. The administrator and/or the ASSOCIATION shall, however, have the right to grieve the discipline imposed.

ARTICLE VIII

COMPLAINTS

SECTION 1:

In the event that a citizen should raise a complaint concerning an administrator or the operation of his/her area of responsibility, the citizen shall be referred to the affected administrator to discuss the matter.

SECTION 2:

Should the complaint remain unresolved after Section 1, the citizen, if further action is desired, shall follow the appeal procedure as outlined in Board Policy (File: KN-Public Complaints).

SECTION 3:

Should disciplinary action against an administrator, due to a complaint, be contemplated, the provisions of Article VII - Evaluation and Due Process shall be recognized.

## ARTICLE IX

### PROFESSIONAL IMPROVEMENT PROCEDURES

#### Professional Conferences

The importance of professional development is recognized. Application for approval for attendance at any conference shall be made to the Superintendent at least six weeks in advance of the conference. The Superintendent's approval or disapproval for the conference will be final. If the Superintendent approves attendance at the conference, a written report of the conference and its application to the district must be submitted to the Superintendent within two weeks after the conclusion of the conference.

There shall be no deduction of leave days for attendance at such conferences and reasonable expenses incurred, therein, shall be reimbursed by the Board subject to district procedures and policies.

Conference is defined as professional staff development involving an overnight stay. Five administrators per year will be eligible for a conference within the state. Additionally, two administrators will be eligible for a national conference each year. No administrator shall attend more than one conference each year. No administrator shall be allowed to attend a Level 2 conference in consecutive years unless the superintendent expressly waives this restriction. The District shall allocate up to \$600 for each approved conference within the state and up to \$1400 for each approved national conference. A per diem rate of up to \$50 shall be allocated for meals and miscellaneous expenses. The per diem rate is included in the allocations. In no case, shall the District reimburse administrators for alcoholic beverages, entertainment, recreation, or personal phone calls. The Director of Early Childhood Education is specifically exempted from the rotation schedule and shall not be awarded this benefit. However, the Director shall continue to attend conferences as required through grant programs. Administrators attending a conference shall provide a presentation to Ad Council, in addition, to the written report provided to the Superintendent. Administrators shall submit receipts for all reimbursements. The LPAA in collaboration with the Superintendent may, if a need has been demonstrated, alter the number of national (level 2) and state (level 1) conference attendees. This alteration will in no

way cause the District to allocate more than the current amount for a conference at the state or national level. Furthermore, any changes to the number of state or national conferences will not cause the District to allocate more than the amount in the conference account for that particular year.

## ARTICLE X

### ADMINISTRATIVE CALENDAR & VACATION DAYS

#### SECTION 1:

Administrators will adhere to the yearly work calendar according to position as described below:

- a. The High School Principal will be granted 20 vacation days per year. These may be used at any time when classes are not in session upon arrangement with the Superintendent.
- b. All other administrators will adhere to the yearly school calendar and will not be required to be present when school is not in session except that each administrator will work during the summer according to the following schedule:

Middle School Principal, Middle School Assistant Principal, Elementary Principal, Elementary School Assistant Principal - 2 weeks

Director Athletics, Director of Vocational Education, High School Assistant School Principals, and Director of Special Education - 4 weeks\*

\*Director of Athletics, Director of Vocational Education and High School Assistant Principals may be permitted to be "on call" two of the assigned weeks, at their request, upon the recommendation of the High School Principal and with the approval of the Superintendent. "On call" is defined as "in the area and available for work, if needed". Director of Special Education need not necessarily work full weeks during this period, but it is his/her responsibility to see that all of the assignments and duties of his/her are properly completed.

- c. Extra Weeks of Work: If, for any reason, the Superintendent requires an administrator to work beyond the number of weeks specified in (a) or (b) above, the administrator will be required to work the extra period at a time mutually agreed upon by the Superintendent and the administrator involved and will be compensated for this extra time on a per diem basis

according to the step, level and position of the administrator involved. A secretary may be called in to assist the administrator (at his/her request) for that time period.

- d. When an administrator performs summer work not required by the Superintendent, such as under the terms of a grant or an outside agency, where the wages are determined by those other factors, the terms of the other arrangement shall take precedence over this contract.

## SECTION 2: TWO BUILDING ADMINISTRATORS

Effective July 1, 1988, administrators with more than one building to supervise shall be given a salary adjustment of \$1,378 per year, to be paid in equal installments at the end of the first and second semesters. This figure will be increased by the percentage amount shown in the salary schedule for the 1998-99 and 1999-00 school years.

## ARTICLE XI

### LEAVES OF ABSENCE

#### SECTION 1: MATERNITY LEAVE

In case of pregnancy, every female administrator, beginning with the fifth month of pregnancy and every month thereafter prior to delivery, shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. It shall be the duty and responsibility of the administrator to notify the administration of pregnancy.

The BOARD will grant a leave of absence for maternity reasons, without pay, to any administrator who is under contract in this system, upon written request for such leave and upon proper certification of pregnancy by the administrator's physician.

Reinstatement to the administrator's previous position shall be granted during the term of the leave with the approval of the administrator's physician and upon the request of the administrator. The leave may extend up to a period of one (1) year.

#### SECTION 2: MILITARY LEAVE

A military leave shall be granted to any administrator who shall be inducted into any branch of the armed forces of the United States. Upon return from such leave, the administrator shall be placed at the same position on the salary schedule as he would have been had he been employed in the district during such period.

An administrator called during the second year for National Guard or reserve duty shall be granted special leave up to thirty (30) days. Such special leave shall be without pay and shall not be deducted from the administrator's leave benefits.

#### SECTION 3: JURY DUTY

An administrator called for jury duty during the school year shall immediately notify the Assistant Superintendent for Personnel. If requested, the administrator shall write to the court requesting to be excused from jury duty. A copy of said letter shall be sent to the Assistant Superintendent for Personnel,



who may also contact the court. In the event the request is denied, the administrator shall be granted special leave and shall be compensated for the difference between his/her contractual pay and the pay received for jury duty. Such special leaves shall not be deducted from the administrator's leave benefits.

#### SECTION 4: TEMPORARY DISABILITY LEAVE

A teacher, counselor or other administrator shall replace any administrator on a temporary disability leave up to a maximum of one (1) year. The BOARD agrees to compensate the person temporarily assigned according to the experience and education of said person and in accordance with the administrative salary schedule.

#### SECTION 5: PERSONAL LEAVE OF ABSENCE

A leave may be granted to any administrator for personal reasons at the discretion of the BOARD. Granting of said leave shall not set precedent for future requests made.

#### SECTION 6: SABBATICAL LEAVE

- a. Administrators who have been employed in the Lincoln Park Public Schools for at least seven (7) years may be granted a sabbatical leave for one (1) year to study. With BOARD approval, sabbatical leave may be granted for travel directly connected with the administrator's major field of study. During said sabbatical leave, the administrator shall be considered to be in the employ of the BOARD and shall be paid one-half (1/2) his/her annual salary, and all other supplemental benefits that are made available to all other contractual personnel.
- b. An administrator, upon returning from a sabbatical leave, shall be restored to his/her former position or to a position like in nature and status, and shall be placed at the same position on the salary schedule as if he/she had remained in the district during such period.
- c. The deadline for making application for sabbatical leave shall be sixty (60) days prior to the beginning of the next semester. Sabbatical leave may be granted for at least one (1) school semester or for not more than one (1) year for study. The applicant must furnish one (1) written report

per semester to the BOARD of his/her progress while on a sabbatical leave. All applications shall be filed with the Superintendent within the provisions set forth in this article and final determination of granting of the sabbatical leave shall rest solely with the BOARD.

- d. The BOARD may grant short-term sabbatical leaves to administrators for programs to consist of, but not limited to, the following:
  - 1. Institutes whose duration is less than a semester.
  - 2. Workshop program's within or outside the school district duration of which extends beyond the normal conference length.
  - 3. Extended study of, and visitation to, another district.
  - 4. Independent research.
- e. Application and selection for the short-term sabbatical will follow the procedure previously set forth in this article.
- f. Before beginning the sabbatical leave, the administrator shall enter a contract to active service in the Lincoln Park School System for a periods of at least one (1) year after the expiration of such leave. An administrator who does not fulfill this agreement shall repay to the BOARD within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the BOARD waives the rule.

#### SECTION 7: FAMILY CARE LEAVE

An unpaid leave of absence of up to one (1) year shall be granted, subject to proper documentation, to any administrator for the purpose of providing for the care of a member of the administrator's or spouse's immediate family or anyone who resides in the household of the administrator. The leave may be extended to a period of one (1) additional year upon request of the administrator. Such administrator shall be given credit for the time prior to the leave on a prorated basis to the next highest half (1/2) year.

ARTICLE XII

PROTECTION OF ADMINISTRATORS

SECTION 1:

The BOARD shall recognize its responsibility to provide all possible support and assistance to administrators with respect to maintenance of control and discipline in the schools.

SECTION 2:

An administrator temporarily absent from his/her duties as a result of an assault while employed in school activities, and the assault is related to his/her performance of duties, shall receive full pay and all fringe benefits and shall not have the absence charged against his/her sick leave accumulation. Usage of this provision shall not exceed 90 work days. This shall not prohibit access to workers compensation or sick leave bank days after the 90 day period.

SECTION 3:

The BOARD shall reimburse any administrator during the life of this Agreement for the damage or destruction of clothing and/or watches, jewelry and eye glasses, provided further that such damage or destruction occurs in the performance of his/her job related responsibilities and is not otherwise covered by some other insurance policy. Reimbursement shall not exceed \$250.00

SECTION 4:

The BOARD shall insure that legal defense coverage for all administrators is contained in the scope of the School District's liability insurance policies.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### SECTION 1:

A grievance shall mean a complaint by an administrator, group of administrators, or the ASSOCIATION in its own name, alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this AGREEMENT. It is understood that the term grievance shall not be preclusive for any other matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency. Before resorting to the grievance procedure an informal settlement between the administrator and the supervisor will be attempted within the initial ten (10) days of step 1 of the grievance procedure.

#### SECTION 2:

- a. Step One - An administrator shall present his/her complaint in writing to the Superintendent within ten (10) school days after he/she has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. The Superintendent shall schedule within five (5) days a conference to attempt to resolve the complaint. A written decision on the matter shall be given the administrator and the ASSOCIATION within five (5) school days following the conference.
- b. Step Two - If the decision of the Superintendent is not satisfactory to the ASSOCIATION or the individual and if the ASSOCIATION or the affected individual indicates dissatisfaction with the Superintendent's decision in writing within twenty (20) days of said decision then either the ASSOCIATION or the affected individual may submit the grievance to arbitration before the American Arbitration Association in accord with its rules which shall otherwise govern the arbitration hearing.

#### SECTION 3: COSTS

When the arbitration process is initiated, the loser of the arbitrator's award will be responsible for all the costs of arbitration. The costs of a split decision will be divided equally.

#### SECTION 4: RULES

- a. Failure by the SUPERINTENDENT at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved administrator and to the President of the ASSOCIATION shall permit the aggrieved party or parties to proceed to the next step.
- b. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
- c. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- d. A grievance that affects a group or class of administrators or the ASSOCIATION may be submitted in writing directly to the Superintendent.
- e. If any administrator covered by this AGREEMENT shall present any grievance without representation of the ASSOCIATION, that disposition, if any, of the grievance shall be consistent with the provisions of this AGREEMENT. The ASSOCIATION shall be permitted to be heard at each step of the procedure under which the grievance shall be considered.
- f. The President of the ASSOCIATION and/or the Executive Board of the ASSOCIATION (but no more than two (2) administrators from one building), shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearing with the Superintendent, or its representative or conferences or hearings required by the Michigan Employment Relations Commission or the American Arbitration Association.

## ARTICLE XIV

### FRINGE BENEFITS

#### SECTION 1: GROUP INSURANCE

Upon ratification, the present life insurance plan shall be increased to provide one hundred thousand dollars (\$100,000) coverage for each member of the bargaining unit. The insurance will pay double the specified amount in the event of accidental death. It is understood that the administrator will bear the cost of taxes on the premium paid by the district on the amount of insurance over \$50,000. The increased coverage shall take effect within 30 days of ratification by both parties.

#### SECTION 2: HOSPITALIZATION AND MEDICAL INSURANCE

The BOARD shall provide Blue Cross/Blue Shield MVF2 (Master Medical Option IV) health care protection with \$5.00/\$10.00 deductible prescription drug rider, voluntary sterilization rider, and F/AR rider. Insurance deductibles shall be \$100.00 for a single person and \$200.00 for Family health insurance. Prescription Plan shall be \$5.00 co-pay for generic brand drugs, \$5.00 co-pay for formulary drugs, \$10.00 co-pay for non-formulary drugs. If the doctor writes "Dispense as Written" (DAW) on the script or if there is not a generic equivalent for the non-preferred drugs (\$10.00 co-pay) then the co-pay is \$5.00.

Administrators who have health insurance protection through their spouse's employer, at the administrator's option may apply the equivalent of an individual Blue Cross/Blue Shield (Master Medical) premium toward other protection plans.

The BOARD will continue to pay premium on the insurance provided herein during negotiation even though this AGREEMENT may have expired. No premiums are to be paid after Labor Day if administrators are engaged in a work stoppage.

#### SECTION 3: DENTAL CARE

The BOARD shall provide Blue Cross/Blue Shield Dental Care Plan of Michigan, Plan E with Orthodontic Rider 04, or a dental insurance plan equivalent thereto, for each member of the bargaining unit and his/her dependents.

#### SECTION 4: VISION CARE

The BOARD shall provide Blue Cross/Blue Shield vision care plan or a vision insurance plan equivalent thereto, for each member of the bargaining unit and his/her eligible dependents.

#### SECTION 5: FLEXIBLE SPENDING ACCOUNT

The employee can withhold \$525.00 up to \$5000.00 dollars annually - pretax to use for medical expenses that insurance does not cover or for child care.

#### SECTION 6: LEAVE DAYS

All administrators absent from duty due to sickness, injury or personal business (not to include vacations or other recreation time, shall be allowed full pay for a total of twelve (12) days per school year. Each of the non 52 work week LPAA members will have one day added to their annual leave bank under the existing conditions. Should the school year be scaled back to 1999-2000 levels, this additional day will be eliminated. Any administrator who used six (6) days or less in one year will receive a bonus of two (2) days that will be added to his/her leave bank for the following year(s). Administrators who leave the District before the school year ends will reimburse the BOARD for all leave days used and compensated for in excess of prior years' accumulation and current year's accumulation, earned at the rate of 1.2 days for each month worked.

Each administrator shall be entitled to unlimited accumulation for unused portion of each year's leave which shall be available in future years.

Leave days will not be deducted for days that administrators are not required to report.

Any administrator who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the BOARD the difference between the amount received through Workmen's Compensation and 80% of his/her regular pay during the period he/she is receiving such compensation, but not to exceed one (1) year. Leave days will not be deducted for the period the administrator is receiving Workmen's Compensation. Fringe benefits will be continued by the BOARD for the period it is paying such differential.

Leave of absence with pay not chargeable against the administrator's allowance shall be granted for the following reasons:

1. A maximum of five (5) days for a death in the employee's or spouse's immediate family. Immediate family shall include: father, mother, child, husband, wife, grandfather, grandmother, brother, sister.
2. Court appearance as a plaintiff or a defendant, if exonerated, or as a witness under subpoena in any case connected with the administrator's employment or the school, or whenever an administrator is subpoenaed as a non-defendant witness to attend any proceeding.
3. Time necessary to take the selective service physical examination.
4. In the event of a death of a staff member, the building administrators shall be permitted to attend the funeral with no reduction from the leave days, providing prior approval has been requested and received from the Superintendent.
5. An administrator absent from work because of mumps, scarlet fever, measles, chickenpox, or other communicable disease shall suffer no diminution of compensation and shall not be charged with loss of personal leave, provided proof of current immunization is furnished, where applicable.

#### SECTION 7: MILEAGE

All administrators will be reimbursed, using the current IRS standard mileage rate for all automobile travel, both in and out of the district, required by their position which necessitates use of a personal automobile. Each administrator shall be paid upon submission of a properly detailed voucher to the Assistant Superintendent for Finance.

#### SECTION 8: LIABILITY INSURANCE

The BOARD agrees to continue to pay the necessary premiums to provide coverage of up to \$1,000,000 to administrators for liability insurance of the type presently



carried by the BOARD. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulation of the carrier.

#### SECTION 9: PROFESSIONAL GROWTH STIPEND

The BOARD will provide \$200.00 to be used by each administrator with approval by Central Office for professional organizations, professional materials and related materials, or conferences.

#### SECTION 10: DISTRICT RETIREMENT

Upon retirement only, LPAA members will be paid for accumulated leave days according to the number of years worked in the Lincoln Park Schools. A member must have accumulated at least fifty (50) days to qualify for this provision, however, the member will be paid for all accumulated days at the rate specified, capped at \$25,000.

Such payment will take place in two equal annual installments each paid in the month of January following the acceptance of the resignation for retirement.

The schedule of payment per day is: 18-24 years, \$50 each day; 25-29 years, \$75 each day; and 30 or more years, \$100 each day.

A layoff and/or leave of absence would not be considered a break in service. Years of service will be based upon "adjusted" District seniority.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

#### SECTION 1: DURATION OF AGREEMENT

This AGREEMENT shall continue in full force and effect until June 30, 2006. This AGREEMENT may be amended at any time by the Mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

The BOARD and the ASSOCIATION agree, at the request of either party, to begin negotiations for a new AGREEMENT not less than 120 days prior to the expiration date given above.

#### SECTION 2: CONFORMITY OF LAW

The terms and conditions of this AGREEMENT are subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the BOARD and the ASSOCIATION and the members of the bargaining unit. In the event that any provision of the AGREEMENT is held to be invalid by a court, where no appeal has been taken within the time provided for doing so, such provision shall be void. However, all other provisions of this AGREEMENT shall continue in effect.

#### SECTION 3: SUPERSEDER CLAUSE

This AGREEMENT shall supersede any rules, regulations or practices of the BOARD which shall be contrary to or inconsistent with its terms. All further individual administrator contracts shall be made expressly subject to the terms of this AGREEMENT. The provisions of the AGREEMENT shall be incorporated into and be considered a part of the established policies and practices of the BOARD.

#### SECTION 4: AUTOMATIC IMPROVEMENT

Salary and Fringe Benefit improvements made by the largest bargaining unit in the district will be passed on at the same level and to the same extent to all members of the administrative bargaining unit.

## SECTION 5: SALARY ISSUES

A new lane "MA + 30" will be added to the salary schedule, midway between existing brackets of "MA + 15" and "Ed. Spec". It is understood that graduate hours used to qualify for this new lane must be hours applicable to an advanced degree and be so accepted by an accredited college or university in a field of study that is appropriate to education. Payment to include a retro check and a phase in for the remainder of the contract.

**2005-2006 ADMINISTRATIVE BASE SALARIES**

	<u>EXPERIENCE</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>ED SPEC</u>	<u>PH.D.</u>
<b>ELEMENTARY PRINCIPAL</b>	1	86,306	87,610	89,751	91,894	95,256
	2	88,911	90,205	92,377	94,547	98,376
	3	91,518	92,822	95,014	97,208	100,558
	4	94,979	96,290	98,532	100,774	103,414
<b>MIDDLE SCHOOL PRINCIPAL</b>	1	90,662	92,027	94,281	96,535	100,036
	2	92,918	94,755	97,039	99,325	103,301
	3	96,358	97,485	99,800	102,113	105,613
	4	99,977	101,105	103,448	105,792	108,522
<b>HIGH SCHOOL PRINCIPAL</b>	1	100,487	101,798	104,084	106,369	109,742
	2	103,108	104,411	106,725	109,038	112,410
	3	105,728	107,027	109,366	111,693	115,074
	4	108,715	109,647	112,005	114,364	115,465
<b>DIRECTOR SPEC. EDUCATION</b>	1	87,350	88,651	90,803	92,953	96,664
	2	89,951	91,254	93,429	95,606	98,962
	3	92,552	93,857	96,057	98,256	101,617
	4	95,164	96,461	99,147	101,834	104,747
<b>HS/MS ASS'T. PRINCIPAL, VOC. ATHLETIC &amp; EARLY CHILDHOOD DIRECTORS</b>	1	86,531	87,324	89,478	91,631	94,983
	2	88,651	90,465	92,641	94,816	97,716
	3	91,776	92,562	94,747	96,932	100,282
	4	94,717	95,164	97,831	100,499	103,414
<b>ELEMENTARY ASS'T &amp; SPEC. ED. PROG SUPERVISOR</b>	1	84,781	86,085	88,226	90,368	93,730
	2	87,386	88,786	90,905	93,022	96,852
	3	89,993	91,297	93,490	95,683	99,033
	4	93,453	94,765	97,007	99,249	102,154