

AGREEMENT

between

BOARD OF EDUCATION

of

LAPEER COMMUNITY SCHOOLS

and

**LAPEER SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION**

2011-2012

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AGREEMENT

This agreement entered into this **20th** day of **October, 2011**, by and between the Board of Education of the Lapeer Community Schools, Lapeer County, Michigan, hereinafter called the "Board" and the Lapeer School District Administrators' Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lapeer Community Schools is their mutual aim, and

WHEREAS, the Board recognizes that quality education results from quality leadership, and

WHEREAS, the attainment of the goals and objectives of the educational program of Lapeer Community Schools requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent and his/her administrative staff, and members of the Association, and

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

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

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
RECOGNITION

Section 1: Recognition of Association

The Board hereby recognizes the Association as the sole and exclusive bargaining representative in accordance with Michigan Public Acts for the duration of this Agreement for a unit consisting of principals and assistant principals under contract with the Board, but excluding executive employees; the superintendent; assistant superintendents; directors, coordinators, managers, supervisors, administrative assistants, and all other employees.

Section 2: Exclusive Collective Bargaining Agreement

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

Section 3: Definitions

In the application and interpretation of the provisions of the Agreement, the following definitions shall apply:

- A. **BOARD** shall mean the Board of Education of Lapeer Community Schools, or its designated representatives.
- B. **ASSOCIATION** shall mean the Lapeer School District Administrators' Association.
- C. **ADMINISTRATOR** shall mean any member of the bargaining unit.
- D. **SUPERINTENDENT** shall mean the Superintendent of Schools of Lapeer Community Schools or his/her designated representative.
- E. **PRINCIPAL** shall include assistant principals unless the context clearly states otherwise.
- F. Workday(s) shall be any day that the Administration and Services Center is open for business.
- G. In the construction of the words used in the Agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.

ARTICLE 2 **BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

Section 1: Board Rights

Except as limited by the express provisions in this agreement, the Board retains its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or municipal regulations as they pertain to education.

Section 2: Team Management Philosophy

The Association recognizes and supports the orderly exercise of authority between its members and the Board of Education.

The Association recognizes its partnership role with the Board in providing quality education programs for students in the Lapeer Community School District and supports this team effort in obtaining such goals.

In keeping with acceptable management practices and procedures in the administration of schools, the Association shall work only through and with the cooperation of the Board and its designees in such matters as may be of mutual concern between the respective parties.

Section 3: Administrators Support

The Board recognizes that administrators are an extension of its legal authority in each of the respective buildings, and as such, supports the efforts of the administrators in the discharge of their duties as defined by Board Policy.

ARTICLE 3

ASSOCIATION RIGHTS

Section 1: Association Use of School Buildings

The Association shall have the right to use school buildings and facilities without charge in conformity with the Board's governing policies and regulations.

Section 2: Access of Board Information

The Board agrees to furnish to the officers of the Association in response to their reasonable request within ten (10) workdays (may be extended five additional workdays if extenuating circumstances exist), copies of the Board's public records normally made available and which have passed the discussion stage and which cover the financial resources of the District, budgetary allocations and expenditures, hours, wages, and conditions of employment of those employees covered hereunder that shall be required by the Association in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.

Section 3: Changes in Working Conditions

Reasonable effort shall be made through existing administrative structure to elicit the opinions and recommendations from the membership of the bargaining unit and the L.S.D.A.A. president regarding major changes in working conditions.

Section 4: Planning Committees

The Board recognizes that the Administrative organization shall be represented by a proportionate number of member(s) of its choice on all planning committees on matters that affect them.

Section 5: School Year Calendar

The Board further recognizes that the Association shall have, upon its request, input into the development of the school calendar provided such request can be considered timely in respect to other unit bargaining agreements or negotiations in progress.

Section 6: Special Conferences

Special Conferences for important matters will be arranged at mutually agreed times between the Association President and the Board's designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Association and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Section 7: Communications

The Association shall have the right to use the District's interschool mail service for official Association communications to its members.

Section 8: Evaluation Procedures

The Association shall be consulted prior to any Board-initiated changes in the evaluation procedures or instruments used by members of the Association in evaluating employees outside the bargaining unit.

ARTICLE 4 STAFFING METHODS AND PROCEDURES

Section 1: Appointment to Administrative Positions

Whenever an administrative vacancy occurs or a new administrative position is created which is not included within this bargaining unit, the Superintendent will advise the Association members of this vacancy or new position. Association members may request consideration for appointment to the vacancy or new position. No procedures or restrictions contained in this Agreement shall limit the Board's right to appoint persons to these vacancies or new administrative positions.

The Board and Association agree that all positions covered by this agreement shall be staffed by the most competent and qualified persons who can be procured. The Board and Association further agree that the Superintendent shall have the right to hire an administrator from outside the bargaining unit rather than transfer a bargaining unit member to any vacancy regardless of whether any bargaining unit member requested a transfer. Finally, the Board and Association agree that the provisions below apply only to those vacancies covered in this Agreement.

Unless a position is filled on a temporary basis as referenced below or on subcontracting basis as referenced in Article 13, whenever any administrative vacancy occurs within the positions in this bargaining unit, the Board will e-mail a related posting to all administrative staff members and will include a general statement of all the duties and qualifications. Interested administrators will file a written request for transfer within five (5) working days following distribution of this e-mail. The only exception to this posting requirement, other than those referenced above regarding a position filled on a temporary or subcontracting basis, is that by mutual written agreement the Board and Association may waive the posting requirement pertaining to a specific vacancy.

In the posting and filling of all administrative vacancies except the Community High School Principalship, the Board and Association agree that a minimum of a Master's Degree will be required and that whenever available the North Central requirements for the vacant position will be met. A Master's Degree is preferred but not required for the Community High School Principalship though salary for said position will remain at Step 0 without step increase for anyone not having a Master's Degree. It is herein agreed to by the Board and the Association that in the posting and filling of similar jobs, qualifications will be consistently maintained.

The Board reserves the right to fill a vacancy of an existing position on a temporary basis. If a vacancy is effective July 1, the vacancy may be filled on a temporary basis for up to one (1) fiscal year. If a vacancy is effective following July 1, the vacancy may be filled on a temporary basis for the duration of the principal's work year and for up to one (1) fiscal year thereafter.

Section 2: Administrative Job Descriptions

It is agreed that the Board and Association representatives will meet to mutually review and

determine job description changes prior to modification of job descriptions of Administrators. A job description will be developed whenever a new bargaining unit job is created.

Section 3: Individual Contracts

It is understood that administrators are employed on a non-tenure basis.

Newly employed administrators will be on a two-year probationary administrator contract which becomes effective on the administrator's first scheduled workday as referenced in the administrator's initial contract. Each newly employed administrator will be on a probationary status for a period of two (2) calendar years from his/her first scheduled workday. During the administrator's probationary period the Board shall have the right to transfer, demote, or layoff the administrator and, except as may otherwise be governed by the Letter of Agreement regarding PERA, the right to discharge or discipline the administrator for a reason that is not arbitrary or capricious.

The non-renewal of a contract or discontinuing employment effective the expiration date of a contract shall not constitute discharge or discipline within the meaning of the Master Agreement.

Following the successful completion of the probationary period, administrators will be offered a non-tenure administrative contract that is two (2) school years in duration. Such contracts will become effective July 1 of each school year or the date that this Master Agreement is approved by the Board, whichever is later. Unless an administrator has been notified prior to May 1 of the first year of any two-year contract that the contract would not be extended for a second year, thereby resulting in a one-year contract for that administrator, contracts will be two school years in duration. Any administrator employed under a one-year contract that has not been non-renewed will continue to be employed under a one-year contract unless the Board issues a two-year contract.

Section 4: Transfers to Other Administrative Positions

- A. **Definition:** A transfer is defined as the movement of an administrator approved by the Board to an administrative position other than the one in which he/she is currently employed.
- B. **Voluntary Transfer:** Any administrator has the right to request consideration for a transfer to any vacancy posted pursuant to Section 1. Changes of assignment normally take place before the beginning of a school year or academic term.
 - 1) A request for transfer is initiated with a written request directed to the Superintendent of Schools with the bargaining unit administrator providing a copy to the president of the Association.
 - 2) Requests for transfer will be acknowledged by the Superintendent within ten (10) days of receipt of the request. The Superintendent shall have the discretion of whether to interview an administrator who requests a transfer.
 - 3) If an administrator is interviewed, consideration will be given to the individual's qualifications, years of service as an administrator, reason(s) for requesting the transfer, and the needs of the district as determined by the Superintendent.
 - 4) The final decision for transfer or assignment rests with the Superintendent of Schools.
 - 5) The administrator requesting transfer to a vacancy shall be notified of the

Superintendent's final decision and will receive periodic reports on the progress of filling the position if he/she so requests.

- C. **Involuntary Transfers:** Any involuntary transfer shall occur in accordance with the following provisions.
- 1) An involuntary transfer may be made only to a position of the same or lower salary classification except that, by mutual agreement of an administrator and the Superintendent, an administrator who did not request consideration for transfer to a vacancy posted pursuant to Section 1 may be involuntarily transferred to a position of a higher classification.
 - 2) It is recognized that frequent involuntary transfers without a specified purpose will be avoided.
 - 3) Any involuntary transfer being considered by the Superintendent will be reviewed with the administrator who is being considered for the involuntary transfer and with the Association president prior to the Superintendent's final decision. Such review will include the reasons for the potential transfer including whether the Superintendent has concern(s) pertaining to the performance of the administrator who is being considered for the involuntary transfer. Further, the administrator who is being considered for the involuntary transfer and Association president will be provided an opportunity to be heard by the superintendent regarding any involuntary transfer he/she is considering.
 - 4) An administrator who is or was involuntarily transferred to a position that is compensated at a lower annual salary shall be paid as follows in option "a" or option "b" if the involuntary transfer pertained to performance concern(s) as referenced above in "3)". In such case, the administrator who has been involuntarily transferred will have the opportunity to select the preferred pay option prior to the first workday in the new position. If no such selection has been made prior to that date, the administrator will be paid as provided for in "b".
 - a. Through the end of the school year following the school year in which said involuntary transfer occurs or until he/she is no longer in an Association position, whichever comes first, such involuntarily transferred administrator will receive the higher annual compensation associated with the position held prior to the involuntary transfer with such compensation being that which is specified in the prevailing Master Agreement. For such higher compensation the administrator will work the number of days worked in the position held prior to the involuntary transfer or the number of days worked in the position involuntarily transferred into as specified in the prevailing Master Agreement, whichever is greater, with the express understanding that duties during the days worked beyond the number normally worked in the position to which he/she was involuntarily transferred will be as determined by the Superintendent. Such duties will be limited to normal areas of responsibility of building and/or other administrators.
 - b. Through the end of the school year following the school year in which said involuntary transfer occurs or until he/she is no longer in an Association position, whichever comes first, such involuntarily transferred administrator will receive the higher per diem rate associated with the position held prior to the involuntary transfer with such compensation

being that which is referenced in the prevailing Master Agreement. Such administrator will work the number of workdays of the position he/she was involuntarily transferred into as specified in the prevailing Master Agreement.

The affected administrator will have the opportunity to annually choose the manner in which he/she will be compensated as referenced herein in C, 4, a and b.

If the administrator voluntarily transfers prior to the end of the school year following the school year in which the involuntary transfer occurs, the administrator will be paid the prevailing salary of the position to which he/she transfers.

- 5.) An administrator who is involuntarily transferred to a position, for reasons that do not include Superintendent concern(s) pertaining to the performance of that administrator, will not be involuntarily transferred to a position of a lower salary classification.

Section 5: Return to the Classroom

An Association member who assumes a teaching assignment due to a reduction in staff or involuntary reclassification shall remain on the administrative salary schedule for the duration of his/her administrative contract after which he/she shall receive the teacher's salary based on his/her educational degree and total years of experience in K-12 education under a written contract. As determined solely by the Superintendent, an Association member who assumes a teaching assignment due to a voluntary reclassification shall remain on the administrative salary schedule for the duration of his/her administrative contract or shall receive the teacher's salary based on his/her educational degree and total years of experience in K-12 education under a written contract.

Section 6: Return of Displaced Administrators

- A. Any administrator relieved of his/her administrative duties because of a reduction of staff or the elimination of a position shall be offered an available classroom position. Provided that the former administrator remains an employee of the school district, he/she shall be offered the first administrative opening within the grade-level (as referenced above in Section 5) of his/her immediately preceding administrative assignment.
- B. Should the former administrator refuse the first such available and offered position, the former administrator's right to the offer of an administrative position shall be extended for twelve (12) months from the date of the refusal of the first such offer. After that date the former administrator shall forfeit all rights to an administrative position, provided that, should the Board choose, it may expressly extend this for an additional twelve (12) months.

ARTICLE 5
ADMINISTRATOR RIGHTS

Section 1: Administrator's Personnel File

An Administrator, by prior arrangement with the Superintendent, shall be able to examine all materials in his/her personnel file which accrue or originate after he/she is employed by the District. Privileged information such as confidential credentials and letters of references from universities are specifically exempted from such review. The Superintendent shall remove marked credentials and confidential reports so marked from the file in the presence of the administrator. Any federal or state laws becoming law after the implementation of this section shall take precedent over this section of the contract.

Section 2: Complaints

The Board and Association agree with the procedure of having complaints discussed and resolved at the building and/or lowest possible level. To encourage the harmonious and expeditious resolution of school-related complaints, the Board agrees whenever a complaint is made by a non-school employee regarding an administrator or a program or an employee he/she supervises, that the person registering the complaint shall be directed to first discuss the matter fully, either by phone or in person, with the administrator involved before any other administrator or the Board passes judgment or takes action on the matter.

It is understood and agreed that if an administrator's decision is appealed to the Superintendent or his/her designee such administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda to the higher authority handling the appeal before any further administration or Board action is taken.

Section 3: Legal Assistance

Any case in which the administrator is sued, as a result of any lawful action taken by the administrator within the scope of his/her employment with the district, shall be immediately reported to the Superintendent. Upon request the Board shall provide adequate legal counsel provided, however, that the following conditions shall apply:

- A. Should the Board decide to take disciplinary action against the administrator for the same action for which he/she is being sued, the Board shall have no obligation to provide legal services to the administrator. It is not the intent of the Board to circumvent providing legal services by arbitrarily invoking disciplinary action;
- B. Whenever the administrator is entitled to legal services through an insurance program or by membership in a professional organization, the Board shall have the right to coordinate legal services and to limit its obligation accordingly;
- C. The Board's obligation to provide legal counsel is terminated when and if the administrator, against the recommendation of the Board provided counsel:
 - 1) chooses to appeal a properly rendered court decision or
 - 2) refuses an out-of-court settlement.
- D. Whenever possible the legal services provided shall be provided through and as part of the liability insurance provided for the Board and its employees.

An administrator temporarily absent from his/her duties as a result of an assault occurring during the performance of those duties shall promptly report the assault to the Superintendent or his/her designee, and workers compensation or long term disability benefits shall be immediately applied for. The administrator shall use accrued sick leave during any applicable waiting period. In the event that the affected administrator does not have sufficient accrued sick leave to cover the waiting period, the Board shall provide full pay until such time as workers compensation benefits commence or a maximum of 90 calendar days following the assault, whichever comes first.

Section 4: Professional Conferences

The Board encourages its administrators to attend professional conferences which relate to the administrative assignment and improvement of professional competencies. All conference attendance wherein leave days or reimbursements are to be provided by the Board must be approved by the superintendent. Procedures for application for approval, standards for an approval, limitations, and other pertinent considerations shall be established by Board Policy. The Superintendent, or his/her designee, shall annually meet with representatives of the Association to review procedures for application approval, limitations, and other pertinent considerations including budget considerations relating to the financial ability of the district to support conference attendance of administrators. Minimally, elementary principals may attend one state conference on alternating years, and secondary principals may attend one state or NCA conference per year. A national conference held within 500 miles of Michigan may be substituted for such a state or NCA conference. Further, a national conference not within 500 miles of Michigan may be attended with prior approval of the superintendent.

Section 5: Reprimand and Discipline of Administrators

Except as may otherwise be governed by the Letter of Agreement regarding PERA, an administrator may be reprimanded or disciplined only for a reason that is not arbitrary or capricious. All such reprimands or reports of disciplinary action which are to become a part of the administrator's personnel record shall be described in writing, signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file.

An administrator may attach a letter of reaction and/or clarification within ten (10) days of receiving the written reprimand.

Warnings, reprimands, and suspensions are subject to the grievance procedure up through arbitration if deemed necessary by the Association.

Section 6: Staff Selection and Assignment

Each building principal shall submit recommendations to the superintendent or his/her designee for the staffing needs and for the appointment, assignments, duties, and promotion or dismissal of all personnel assigned to his/her supervision. The Board agrees that each principal or assistant principal shall have the opportunity to interview and make a recommendation concerning all personnel that are being considered for assignment to his/her building, department, or area of responsibility. (Subject to the final determination of the Superintendent or his/her designee, each building principal shall have the right to make a determination regarding each staff member's specific assignment within his/her building.)

All such assignments shall be made in accordance with any other collective bargaining agreements which the Board has entered into and which concerns the subject of assignment, work schedules, transfer, etc.

Section 7: Pupil Assignment

Each building principal shall have the right to make the initial determination regarding each pupil's assignment within his/her building as long as this determination is made in accordance with the Board's policies concerning the classification and promotion of pupils.

Section 8: Association Representation

An administrator shall be entitled to Association representation upon the administrator's request when the administrator perceives that disciplinary action will be imposed. Such a request and arrangement for the Association representative both shall be the responsibility of the administrator.

ARTICLE 6 **GRIEVANCE PROCEDURE**

Section 1: Definition

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it may be submitted to the following Grievance Procedure.

Section 2: Purpose

The primary purpose of the procedure set forth in this section is to secure at the lowest level possible prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure.

Section 3: Rules

- A. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that an administrator or the Association fails to file a grievance within the particular time limit, a grievance may not be filed. If an administrator or the Association fails to appeal a grievance within the particular time limit the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board fails to supply the Association with an answer at a particular step within the specified time limits, the grievance shall be deemed automatically positioned for the appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
- B. Each grievance shall have to be initiated at Step One by written communication within five (5) workdays of the occurrence of the of the alleged violation of this agreement.

Section 4: Procedures

- A. **Step One** (Informal): The parties acknowledge that it is most desirable for an administrator and the Board to resolve problems through free and informal communication. When requested by either party, the Association may intervene to assist in this resolution. It is the responsibility of the grievant to schedule a Step One meeting with the superintendent or his/her designated representative, and it is the superintendent's or his/her designated representative's responsibility to hold such a meeting within the ten (10) workday period referenced herein. If such a meeting is not held within ten (10) workdays of the alleged violation of this Agreement, a written grievance may not be submitted pursuant to Step Two and the involved grievance shall be deemed abandoned. However, should such Step One meeting fail to satisfy the Board and the administrator, then a grievance may be processed as follows:

Step Two. The administrator may reduce the grievance to writing on a grievance form provided by the Board and present the grievance to the Superintendent for a written answer. The written grievance shall be filed within ten (10) workdays of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by specific reference all the provisions of this Agreement alleged to be violated, shall state the contention of the administrator and the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the administrator. The Superintendent will arrange a grievance hearing between the Superintendent, or his/her designated representative, and the administrator and Association. The Superintendent or his/her designated representative, shall give the employee an answer in writing no later than ten (10) workdays after the grievance hearing referenced above.

- B. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate, less any unemployment or other compensation that he/she may have received from any source during the period of back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

- C. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of the Agreement shall not be processed.
- D. Any agreement reached between the Board and the Association representative(s) is binding on all administrators affected and cannot be changed by any individual.
- E. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

- F. If the grievance is not resolved at Step Two of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Association may, at its option, submit the grievance to arbitration by written notice delivered to the Superintendent within fifteen (15) workdays of receipt of the Superintendent's answer in Step Two. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Superintendent's last answer shall be final and binding on the Association and the administrator(s) involved, and the Board.
- G. Following receipt of the notice to arbitrate, the Association and the Board will attempt to mutually agree to an Arbitrator. If an Arbitrator is not mutually agreed to within ten (10) workdays following receipt of the written notice, the Association, within the next five (5) workdays only, may apply for arbitration in writing to the American Arbitration Association under its rule.
- H. The jurisdiction of the arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issues before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.
- I. **Powers of the Arbitrator.** The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.

He/she shall have no power to establish salary scales or change any salary. His/her powers shall be limited to deciding whether the Board has violated the express Articles and Sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

It is further specifically understood that the arbitrator:

- 1) Shall have no power to substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
- 2) Shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
- 3) Shall have no power to rule on any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedure specified in the Teacher Tenure Act, (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).
- 4) Shall have no power to rule on any grievance that pertains to non-renewal of an administrator's contract if such non-renewal was consistent with procedural requirements of 380.1229 of the Revised School Code.

- J. At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association, or the arbitrator, a transcript of the Hearing shall be made and furnished the arbitrator with the Board and the Association having an opportunity to purchase their own copies. At the close of the Hearing, the arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- K. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator, his/her travel expenses, and the cost of room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.
- L. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to court or labor board regarding a decision of an arbitrator.
- M. Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

ARTICLE 7

LEAVE OF ABSENCE

Section 1: Illness

- A. Administrators shall be entitled to eleven (11) Sick Leave Days per year for Administrators working at least 217 days per year and ten (10) Sick Leave Days for Administrators working less than 217 days per year. Unused Sick Leave Days may accumulate to 70 days.
- B. Sick Leave Days are to be used for personal illness or disability of the administrator or similar circumstances in the administrator's immediate family.
- C. The Board and Association agree that the Board's provision of Long Term Disability insurance constitutes an agreement to permanently establish 70 days as the maximum accumulation of Sick Leave Days.
- D. When an administrator has been absent because of personal illness or disability or because of personal illness or disability of an immediate family member for ten (10) consecutive workdays, the administrator shall no longer be entitled to sick leave until a doctor's statement is provided confirming the illness or disability. Such statement must include the date the illness or disability began and, when possible, the approximate date for returning to work.

Section 2: Bereavement Leave

Absence without loss of salary for up to a total of three (3) working days in any school year for each of the categories enumerated below shall be allowed; the first three (3) days are not to be

deducted from accumulative sick leave:

- A. Death in the administrator's immediate family. Immediate family shall be defined as mother, father, children, spouse, grandparents, grandchildren, brother, sister or in-laws of like relationship. If such leave is more than three (3) working days, time lost will be deducted from the administrator's sick leave. If death occurs within five (5) days prior to a working day, leave will be allowed.
- B. Two (2) working days a year for death of a friend or relative not elsewhere defined in this agreement. The second day is deductible from sick leave.

Section 3: Personal Business Leave

All employees covered by this agreement shall be entitled to two (2) personal business days with salary per year. Personal business days can accumulate to six (6) days. Any in excess of six (6) will transfer to accumulated sick leave. Use of all personal business days must be requested in writing to the superintendent or designee. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event the Superintendent or designee should be contacted by telephone prior to the absence, and the request would be put in writing after return.

Three (3) Discretionary Personal Business Days in addition to the days described above may be used at the administrator's discretion and without any verification of purpose. However, if all three discretionary personal business days are to be used together with one or more of the other personal business days referenced above, written verification of a purpose other than vacation must be provided. These days may not be used to extend any holiday or vacation period except summer recess. These three (3) days shall be designated as "discretionary days" on the Personal Business Request Form and may not be carried over year to year.

Section 4: Personal Emergency Day

One day per year shall be allowed for personal emergency. Such leave shall be deductible from accumulated sick leave.

Section 5: Parental Leave

A parental leave without pay and fringe benefits, except as paid by the administrator, shall be granted to an administrator as provided herein. The administrator must, at least sixty (60) calendar days prior to the expected birth or adoption of a child, submit a written request for the leave together with a statement from the attending physician stating the approximate delivery date. The administrator may be allowed to complete any portion of the school year provided she/he submits a written statement from the physician.

The administrator shall be entitled to return from such leave at the beginning of any academic term within two (2) years from the date of the commencement of the leave if a vacancy exists. If a vacancy does not exist, the leave will be extended until a vacancy occurs without loss of accumulative sick leave. Upon such return the Board will make every effort to return the administrator to an assignment comparable to that held by the administrator before going on leave, although it is recognized that such assignment cannot be guaranteed. Any administrator returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence. If return is within the current school year or at the beginning of the

following school year an administrator may return to the exact position unless said job has been abolished in a general instructional change. Notification must occur forty-five (45) days prior to the end of the academic term preceding the academic term in which he/she intends to return or the position will be posted.

The Board will protect and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of actions taken or not taken by the employee for the purpose of complying with this section of the Agreement.

Section 6: Personal/Professional Leave

It is mutually recognized that, occasionally, extenuating family, personal or professional matters may result in the need for a personal/professional leave. Such a leave without pay shall be considered and may be granted by the Board for up to one year to any administrator who has completed his/her probationary period.

In reviewing a personal/professional leave request, the Board shall consider both detailed information provided by the administrator substantiating the family, personal, or professional need for the leave and the administrator's preference regarding return to a position. Prior to approving any personal/professional leave, the Board will establish the administrator's rights to a position upon return.

Section 7: Leave for State or National Security

An administrator called during the school year for National Guard, reserve, or active duty necessary for the state or national security as shown by proper authority, shall be granted special leave of up to thirty (30) days for this purpose and shall be compensated for the difference between the contractual pay and that pay received for the performance of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

Section 8: Jury Duty

Any administrator summoned to jury duty shall be paid his full salary for each working day of absence providing that jury fees less mileage are refunded by the administrator to the Board.

Section 9: Military Leave

Any administrator who is called into the Armed Services of the United States, or who is activated as a member of the Reserve Forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Lapeer's administration service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

Section 10: Professional Business Day

Reasonable time, not to exceed five (5) days per year, may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings. It is permissible to accept honoraria for such

services to cover expenses and additional time required. No salary deductions will be made in such instances and no expenses will be paid by the Board. Conference attendance procedures will be followed and requests will be submitted in advance to the Superintendent for approval in accord with those provisions applicable.

Section 11: Compulsory Absence

An administrator served with a subpoena resulting in involuntary absence shall be paid his full salary providing that the witness fees less mileage are refunded by the administrator to the Board.

Section 12: Benefits While On Leave

Credit toward experience as an employee of Lapeer Community Schools for salary and longevity shall be granted for time on leave for graduate study, state or national security, jury duty, and military service. Insurance benefits shall be granted during illness covered by sick leave.

No insurance or other benefits or experience credit will be granted during parental or personal hardship leaves. Administrators on these types of leaves, during which the Board does not pay the premiums on their insurance benefits, shall have the option of continuing the benefits by paying the applicable premiums themselves, provided it is done in a manner prescribed by the Board.

ARTICLE 8 **COMPENSATION**

In regard to insurance coverage as described below, it is the responsibility of each employee to apply for said insurance coverage. Each new employee shall be eligible for insurance coverage not later than the beginning of the month following the effective date of his/her contract. No employee will actually be covered by said insurance coverage until enrolled in the policy and until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. Notwithstanding anything contained in this Master Agreement, all insurance benefits are subject to the terms and conditions of the applicable policy.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

Section 1: MEDICAL/DENTAL/OPTICAL INSURANCE

Administrators may have HealthPlus PPO 5P medical insurance with \$10/\$20 prescription co-pay or HealthPlus IF with \$5 prescription co-pay unless a change is agreed to by the parties. Unless reduced by legislation as referenced below, the Board-paid monthly premium contributions for each of the three (3) hospitalization/medical coverage plans (single subscriber, two-person, and full family) shall be capped at an amount equal to the full premium amount of the Health Plus IF Medical Plan (or comparable plan if the plan name is revised by Health Plus) .

Notwithstanding the immediately preceding paragraph, if legislation is in effect which limits the amount of the cost of medical benefits a public school district can pay for an employee, such as the Publicly Funded Health Insurance Contribution Act, the amount paid by the Board for medical insurance shall be in accordance with the cost payment limits in that legislation.

The employee contributions to medical plan premiums, as referenced above, shall occur through payroll deduction on a schedule to be determined by the Board after consultation with the Association. Prior to each subsequent school year, the Association may initiate discussion with the Board regarding change of benefit levels and/or carriers for the purpose of exploring ways to maintain costs of health insurances at levels that would not require employees to pay a portion of premium costs.

At the election of any full-time administrator not taking benefits through MPSERS, a monthly payment of \$200 will be made to such administrator electing such payment pursuant to the District's Medical Insurance Waiver Plan.

Administrators may have dental insurance comparable to Delta Dental with a benefit level of 80% Class I, 80% Class II, 80% Class III with a maximum annual benefit of \$2,000. Such coverage will provide a benefit level of 80% Class IV with a maximum lifetime benefit of \$1,200 per eligible person. If coordinating with a spouse, the benefit level will be 50%. The Board reserves the right to provide such coverage through a third party administrator, through a multiple employer welfare arrangement, through self-funding, directly through an insurance company, or any combination thereof.

Administrators may have optical insurance comparable to VSP III. The Board reserves the right to provide such coverage through a third party administrator, through a multiple employer welfare arrangement, through self-funding, directly through an insurance company, or any combination thereof.

Section 2: Life Insurance

All members of the bargaining unit shall be provided term life insurance in the amount of \$100,000. Coverage for all shall have accidental death double indemnity and disability waiver of premium (in relation to disability, the District will maintain waiver of premium benefit for employees who become disabled per the life insurance policy prior to age 65 which will continue in effect until the employee reaches age 70). Such coverage shall be provided effective upon first day of employment or upon ratification of this Agreement. Where it is available from the District's insurance carrier, individual employees may increase their coverage by payroll deduction at the group rates.

Section 3: Long Term Disability Insurance

All members of the bargaining unit shall be provided Long Term Disability Insurance with the following provisions:

66 2/3% of salary after 90 calendar days qualifying period

\$5,500 monthly maximum

24 hour coverage, immediate employee eligibility

24 month of medical insurance premium paid from point of disability

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after 90 days, leaving sick leave accumulation for future use

Mental, nervous, drug and alcohol: These conditions covered without limitations for two years with the requirement of confinement for 14 consecutive days in each 90 day period thereafter.

Section 4: Liability Insurance

The Board shall provide liability insurance for each member of the bargaining unit of one million dollars, including coverage for corporal punishment, if available.

Section 5: Mileage Allowance

Travel expense incurred on school related business shall be reimbursed the IRS reimbursement rate.

Section 6: Professional Memberships

Individual administrators shall be reimbursed annually for the full cost for membership in a state and national professional organization appropriate to the administrator's assignment.

Section 7: Personal Property Loss

The Board will reimburse employees for any loss, damage or destruction of clothing of the employee while fulfilling professional duties and assignments, providing reasonable care has been used by the employee concerned. The Board and Association agree there shall be no duplication of benefits and such reimbursement will be determined after the employee's personal insurance coverage benefits, if any, are deducted from the amount of the claim.

Section 8: Longevity Pay

Administrators shall be awarded longevity payments at the end of the fiscal year by the schedule below based on elementary principal schedule Step 4.

10-14 years	1.40%
15-19 years	1.65%
20-24 years	1.90%
25-29 years	2.15%
30 years	2.40%

Years shall be defined as years of continuous employment in the Lapeer Community Schools in a position requiring certification.

Section 9: Termination Payment

The Board agrees to provide \$1200 upon termination to administrators who have worked for the district ten (10) years. In addition, the Board agrees to provide \$120 per year above the ten year level upon termination.

This provision applies only to employees hired on or before September 1, 1996; employees hired after September 1, 1996, shall not receive termination payment.

Section 10: Salary Schedules

For 2011-2012, unless affected by 380.1250 of The Revised School Code, all administrators shall be paid on schedule as provided below.

POSITION

Elementary Assistant Principal

Step 0	69,419
Step 1	70,619
Step 2	71,804
Step 3	73,021
Step 4	74,160

Elementary Principal

Step 0	85,319
Step 1	86,820
Step 2	88,279
Step 3	89,762
Step 4	91,163

Principals of elementary buildings with more than twenty (20) FTE regular classroom teachers (excluding special education and specials teachers) shall receive an additional annual payment of \$1000.

Middle School Assistant Principal

Step 0	81,028
Step 1	82,429
Step 2	83,814
Step 3	85,239
Step 4	86,569

Middle School Principal

Step 0	90,214
Step 1	91,748
Step 2	93,278
Step 3	94,804
Step 4	96,265

High School Assistant Principal

Step 0	83,998
Step 1	85,449
Step 2	86,883
Step 3	88,355
Step 4	89,737

High School Athletic Director/Assistant Principal

Step 0	84,799
Step 1	86,263
Step 2	87,710
Step 3	89,197
Step 4	90,591

Senior High Principal

Step 0	95,341
Step 1	97,017
Step 2	98,646
Step 3	100,299
Step 4	101,863

Community High School Principal

Step 0	83,998
Step 1	85,449
Step 2	86,887
Step 3	88,355
Step 4	89,737

Administrators shall receive pay for each fiscal year beginning with the first pay in August. The only exception to this provision is for any administrator who received such pay on an earlier date during the 2011-2012 school with such administrator continuing to be paid on his/her then current schedule.

Section 11: Sick Day Buyout

- A. The maximum accumulated sick time for all administrators is 70 days.
- B. At the end of the administrators' work year the Board shall pay for each accumulated day over 70 at the rate of \$40.00 per day. Administrators with perfect attendance shall receive \$45.00 per day. (Bereavement leave does not count against this perfect attendance provision.)
- C. Upon termination an administrator shall receive compensation for all accumulated sick days at the rate of \$40.00 per day.

Section 12: Mentor Stipend

Each probationary administrator who has not previously served in an administrative capacity shall be provided a mentor during the first year of probation. Mentors shall be assigned by central administration. In the event that the central administration determines to utilize an Association member as a mentor for a probationary administrator, said Association member

shall receive a \$700 stipend paid at the end of the protege's first school year.

The above reference pay is for the first protege. Pay for each additional, concurrent protege is \$350.

The mentor shall keep a log of meetings attended regarding mentor/protégé topics and time spent with the protege. Prior to receiving the stipend at the end of the school year, a copy of this log shall be given to the central administration by May 1.

ARTICLE 9 **NEGOTIATIONS PROCEDURES**

The parties acknowledge that during the negotiations which resulted in this Agreement each has had 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 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 subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Unless mutually agreed, negotiations shall be reopened no later than May 1 of the calendar year in which this Agreement expires.

The Board agrees to provide each employee a copy of this Agreement following ratification of the Agreement by the parties.

ARTICLE 10 **MISCELLANEOUS**

Section 1: No Strike Clause

The Association will not engage in, authorize or encourage, either directly or indirectly, any concerted interruption of educational activities due to cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part by members of the Bargaining Unit for any purpose, and no officer or representative of the Association or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity. In the event any such strike should occur, the Association will exert every effort within its power to terminate the same forthwith.

Section 2: Superseder Clause

This Collective Bargaining Agreement shall supersede any rules, regulation or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of the Agreement shall govern.

Further, this Collective Bargaining Agreement is subject to the Letter of Agreement executed on

February 5, 2010, and said Letter of Agreement shall prevail to the extent of any conflict between it and this Collective Bargaining Agreement.

Section 3: Period of Employment

Administrators shall have employment contracts designating the following length of employment for a given school year. The president of the Association shall be the contact person with the Superintendent of schools in matters pertaining to administrator employment contracts.

Elementary Assistant Principals – 198 days
 Elementary Principals – 213 days
 Middle School Assistant Principal – 213 days
 Middle School Principals – 223 days
 Senior High Assistant Principals – 213 days
 Senior High Athletic Director/Assistant Principals – 215 days
 Community High School Principal – 213 days
 Senior High Principals – 228 days

To assist in transition and orientation, during his/her first year as principal responsible for programs at two (2) distinct sites, a principal's work year may be adjusted as follows:

Up to twelve (12) additional workdays as determined necessary by the principal to be paid at the principal's per diem rate. At the option of the principal and with the approval of the Superintendent or his/her designee, up to five (5) of these twelve (12) additional workdays may be compensated utilizing compensatory time off. Additional workdays shall be scheduled on regular workdays (i.e. Monday - Friday, no holidays) not part of the usual elementary principal work year and shall be taken in half or full day increments. With prior approval of the Superintendent or his/her designee and as a rare exception, an additional workday may occur on a weekend.

It is understood that administrators shall work all days teachers are contracted to work and other days as necessary to fulfill contractual obligations. Such work may be during any day that the Administration and Services Center is open for business with the express understanding that at least one administrator shall be assigned to work on each day the building office is open to the public. Evening work during any building-wide Parent-Teacher Conference or Open House will be counted as part of the required number of contractual workdays with the express understanding that this shall constitute a rare exception to work year standards with no other evening work being counted as a separate workday. It is further understood that if at least three (3) days are not so counted in relation to evening Parent-Teacher Conferences or Open House, the balance of three (3) days may be worked on Saturdays or Sundays with the express understanding that this shall constitute a rare exception to work year standards with no other Saturday or Sunday work being counted as a separate workday. Pursuant to past practice, either 9 hours of Parent-Teacher Conference or 2 hours of Open House and 7 hours of Parent-Teacher Conference constitutes one (1) day.

Section 4: Snow Day Work Provisions

Administrators will not be expected to work on snow days. This, however, does not preclude their responsibility from supervising activities in their buildings if activities are scheduled to be conducted without the day school program in session. Furthermore, if in the judgment of the Superintendent it is in the best interest of the school district to have the administrators work,

affected administrators will report on snow days and have the days reduced at the close of the school year.

Section 5: Conformity to Law

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Pursuant to P.A. 9 of 2011, an emergency manager appointed under the Local Government and School District Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 11 DURATION OF AGREEMENT

Section 1: Effective Date of Agreement

This Agreement shall become effective upon the date of approval by the Board. The Board shall consider such approval after the ratification by the Association. Upon approval by the Board the Agreement shall continue in full force and effect up to and including June 30, 2012.

Section 2: Continuance of Agreement

This Agreement shall continue in effect for successive one (1) year periods after July 1, 2012 unless notice is given in writing by either the Association or the Board to the other party at least sixty (60) days prior to June 30 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate.

Further, by giving written notice to the other party, either party may reopen Article 8 and bargaining of that article shall commence within fourteen (14) calendar days of such notice or as may be otherwise mutually agreeable. Finally, by mutual written agreement of the parties, additional articles may be reopened at any time.

Section 3: Impasse of Negotiations

If any negotiations described in Section 2 above reach an impasse, the procedure described in the Public Employment Relations Act shall be followed.

ARTICLE 12 BUILDING MANAGEMENT PROGRAM

Since the Dean of Students program is designed to improve operations of the buildings and meet each building's unique needs, each building having such a position will develop its own roles for such positions which will be determined by the principal or others he/she may involve.

Section 1: Selection Process

The relationship between principal and dean is critical to the success of the building operations. The selection process will be established by each building principal provided that parents and staff are appropriately involved.

Section 2: Evaluation of the Deans

The building administrator will be responsible for the evaluation of the dean of students. Evaluations will occur every year.

Section 3: Job Security

It is agreed that no current L.S.D.A.A. member will be laid off, displaced, transferred, or demoted due to the implementation of dean of students positions.

Section 4: Assignment of Supervisory (Resource) Staff

Every effort will be made to ensure that the long-range plan is to equitably assign supervisory (resource) staff to individual buildings.

ARTICLE 13
SUBCONTRACTING

The Board shall have the right to subcontract for bargaining unit work in relation only to positions that are vacant. Such subcontracting will be limited to a maximum of three (3) positions at any one time unless that number is increased by mutual written agreement of the Board and Association. If a position is vacant effective July 1, the subcontracting may be for up to one (1) fiscal year. If a position is vacant effective any date other than July 1, the subcontracting may be for up to the duration of the principal's work year and for up to one (1) fiscal year thereafter. By mutual written agreement of the Board and Association, vacancies may be filled through subcontracting for additional successive fiscal years beyond those referenced herein.

IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be executed in their names by their duly authorized representatives on this 20th day of October, 2011.

**BOARD OF EDUCATION
LAPEER COMMUNITY SCHOOLS**

Peggy Bush, President

John P. Nugent, Secretary

**LAPEER SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION**

Paul Dombrowski

Tony Strump

Matt Olson

Scott Warren

LETTER OF AGREEMENT
RE: EARLY NOTICE OF RETIREMENT PAYMENT

WHEREAS, early notification of retirement assists the District in financial planning and staffing for the subsequent school year.

THEREFORE, it is hereby agreed that an early notice of retirement payment of \$500 will be made to every principal who submits his/her letter of resignation by March 1 of each school year with said resignation to take effect at the end of said work year. This payment will be made within the employee's final paycheck.

For the Board

For the L.S.D.A.A.

Date

Date

LETTER OF AGREEMENT
Re: Relationships and Expectations

The parties, while recognizing that their *Master Agreement* is the essential document for establishing relationships and mutual expectations, do hereby agree that the following additional understandings will further their mutual efforts to have a harmonious management group fulfilling the policies of the Board.

1. While the Board shall continue to seek the advice and involvement of building administrators, individually and collectively, as it develops and implements its policies, the Board and its executive administrators shall make all reasonable efforts to solicit from the LSDAA as a unique entity its specific involvement and opinions on changes in policy and policy implementation. Further, prior to Central Administration conducting a survey which gathers information about an administrator or building climate, the LSDAA will receive an advance copy and have the opportunity for related input.
2. Mutually agreeing that the position of building administrator entails multiple and demanding responsibilities not always fully reflected in job descriptions and contractual statements of working conditions, the parties will make all reasonable mutual efforts to determine the impact of proposed changes in working conditions of building administrators, including consideration of assignment involving more than one building, and to mutually explore adjustments and establish priorities so as to maintain reasonable job requirements for the principals, before the changes are implemented.
3. Recognizing that all building administrators should have an equal and fair opportunity to be considered for transfer to a position of higher salary classification, the Board's executive administrators shall not engage in individual discussions of such transfer until after an appropriate discussion with the LSDAA; however, this understanding shall not restrict discussions initiated by a building administrator of career plans, assessments of individual opportunities, and possible future changes in the district.
4. Additionally, no involuntary transfers shall be initiated without first notifying the LSDAA president and/or designated Association member(s), and providing for meaningful discussion with the LSDAA of the reasons for and consideration of alternatives to the contemplated changes in assignments among bargaining unit members.
5. The LSDAA shall keep the Superintendent informed at all times of its designated person or persons to present itself for the purpose of fulfilling these understandings.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT
Re: Middle School Assistant Principals

Whereas, the District will open two 6-8 grade middle schools in 2010-2011, and

Whereas, upon such opening, the Board anticipates the need for an assistant principal at each middle school, and

Whereas, the parties indicated below desire to establish compensation for any high school assistant principal who transfers to a middle school assistant principalship to begin the 2010-2011 school year.

Therefore, it is hereby agreed that any administrator who is a high school assistant principal in 2009-2010 and who transfers either voluntarily or involuntarily to a middle school assistant principalship to begin 2010-2011 will be compensated at the prevailing High School Assistant Principal (not the High School Athletic Director/Assistant Principal) salary at the same step he/she would have been on if not so transferred. Said compensation shall continue through 2011-2012 or until the middle school assistant principal voluntarily transfers to another position, whichever comes first. Upon such a voluntary transfer, the administrator shall be paid the prevailing salary of the position he/she transfers to. In 2012-2013, each middle school assistant principal shall be paid the prevailing Middle School Assistant Principal salary.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: EMPLOYEE SICK LEAVE TRANSFER**

WHEREAS, occasionally an administrator may personally experience an illness or injury that results in the need for an absence from work, and

WHEREAS, such an absence can result in loss of pay if paid leave has been exhausted by the administrator, and

WHEREAS, for humanitarian reasons, an administrator may wish to transfer one or more paid sick leave days (but not personal business days) to another administrator who has exhausted all paid leave due to such an illness or injury;

THEREFORE, IT IS AGREED that on an occasional basis in order to assist a LSDAA administrator in the unit deal with such an emergency medical situation, an administrator may volunteer to donate up to five (5) days each fiscal year to any LSDAA administrator who has exhausted all paid leave. Such donations shall be governed by the following:

1. The donor voluntarily must request in writing that the administration transfer sick leave to another LSDAA administrator; such request may not be solicited by the recipient.
2. The recipient must provide written doctor's verification of said medical situation and provide written notice of acceptance of the donated day(s).

IT IS AGREED AND UNDERSTOOD that:

1. Such transfer of days shall be for acute and immediate need pertaining to an administrator's personal illness or injury (i.e. not for an administrator to care for a spouse or any other person) and shall not be authorized for follow-up matters pertaining to the emergency medical situation or for long-term consequences of the situation. Days that are transferred shall be used immediately following the last accrued paid sick leave day the employee otherwise would have (i.e. there may be no unpaid leave between the administrator's last paid sick leave and utilization of the transferred days).
2. Such transferred days shall not be counted for the purpose of calculating sick leave accrual as proved for in Article 7, Section 1 or as sick days used by the donating employee in relation to Article 8, Section 11, B. but shall count as a sick day used by the administrator utilizing donated sick leave.

FINALLY, if anything pertaining to this Letter of Agreement is determined to be inappropriate in relation to standards determined by auditors, the IRS, legislation, the District, or a court of law or if either the Board or Association determine to terminate this agreement, termination shall occur immediately. If termination were to occur, nothing pertaining to this Letter of Agreement shall be considered precedent setting in any way whatsoever.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT
RE: Article 5, Section 5

The parties indicated below hereby agree that any reprimand which occurred on or before the date that the 2011-2012 Master Agreement was approved by the Board may be removed from an administrator's personnel file after three (3) years unless said reprimand pertains to "unprofessional conduct" as defined in MCL 380.1230b. Such judgment shall be made by the superintendent in conference with the administrator.

For the Board:

For the Association:

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

**LETTER OF AGREEMENT
RE: DISTRICT-LEVEL RESPONSIBILITIES**

WHEREAS, the primary function of principals is to provide necessary leadership to and supervision of staff for the purpose of maximizing student learning, and

WHEREAS, regardless of the number of students in each school such leadership and supervision are essential, and

WHEREAS, because of the relatively large variation in school enrollment and other factors such as socio-economic make-up and special school programs, some principals are better positioned to support the District's mission by performing District-level responsibilities, and

WHEREAS, such District-level responsibilities are essential to principals' primary function of maximizing student learning.

THEREFORE, it is hereby agreed that principals may provide District-level leadership responsibilities.

It is further agreed that principal performance of these District-level responsibilities will not occur without mutual consideration of those responsibilities before they are assigned to principals.

For the Board:

For the Association:

	Date		Date
			Date
			Date
			Date

**Letter of Agreement
Re: PERA**

Whereas, the parties indicated below have received divergent legal opinions regarding prohibited subjects of bargaining as referenced in the Public Employment Relations Act (PERA), and

Whereas such divergency pertains to whether principals are employees under provisions of the Michigan Teachers' Tenure Act as referenced in PERA, and

Whereas, the parties desire to move forward with development of and agreement on a successor Lapeer School District Administrators' Association (LSDAA) Master Agreement without delay associated with the matter referenced above.

Therefore, the following is hereby agreed:

1. Article 4, Section 5, Reduction in Staff, will be removed from the LSDAA Master Agreement;
2. LSDAA Master Agreement Article 5, Section 5, Reprimand and Discipline of Administrators, will be revised to include a "not arbitrary or capricious" standard rather than a "just cause standard";
3. The provisions contained herein regarding reduction in staff and reprimand and discipline of administrators will bind the parties only if it is determined that certified LSDAA members are not regulated by the Michigan Teachers' Tenure Act as referenced in PERA. If it is determined that certified LSDAA members are regulated by the Michigan Teachers' Tenure Act as referenced in PERA, reduction in staff shall be in accord with Board policy and administrative guideline while reprimand and discipline of administrators shall be in accord with the "not arbitrary and capricious" standard referenced in Article 5, Section 5, of the LSDAA Master Agreement.

Reduction in Staff

If in the Board's opinion it is ever necessary to reduce the administrative staff, it shall be on the basis of length of administrative service in a LSDAA position and grade-level administrative experience in the District. Prior to any bumping resulting from reduction in staff, voluntary transfers will be considered pursuant to provisions of Article 4, Section 4, B. Thereafter, bumping involving administrators will occur within but not between the following grade-level assignments.

K-5
6-8
9-12

It is understood and agreed that an exception to the above provision prohibiting bumping between these grade-level assignments will be made for any administrator who has experience as a principal within the District or outside the district in a public K-12 district in more than one of the above grade-level assignments unless the current grade-level assignment was the result of an involuntary transfer. In such case, the Superintendent would determine whether bumping between grade-level assignments will be allowed.

It also is understood and agreed that principals may bump principals or if no less senior principal exist within a particular grade-level assignment, may bump assistant principals. Assistant principals only may bump assistant principals.

If length of service is identical for two or more employees (i.e. having the same hire date in a LSDAA position) and a tie in amount of administrative service needs to be broken in regard to reduction in administrative staff, total length of District service will be used. Should a tie still exist, it shall be broken by lot.

Should the Board determine to eliminate the position of Community High School Principal, there shall be no bumping or transfer rights for the Community High School Principal so affected unless that principal had prior experience in another LSDAA position.

Reprimand and Discipline of Administrators

No administrator shall be reprimanded or disciplined except for just cause.

For the Board:

For the Association:

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date