

MASTER AGREEMENT

between

**LANSING ASSOCIATION OF SCHOOL
ADMINISTRATORS**

and

LANSING SCHOOL DISTRICT

BOARD OF EDUCATION

2009

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MASTER AGREEMENT
BETWEEN
LANSING ASSOCIATION OF SCHOOL ADMINISTRATORS
AND
LANSING SCHOOL DISTRICT BOARD OF EDUCATION

This Agreement is entered into between the Lansing School District Board of Education, hereinafter referred to as "Employer" or "Board", and the Lansing Association of School Administrators, hereinafter referred to as "LASA" or "Administrators". It is the intent and purpose of this Agreement to establish a working and economic relationship between the parties hereto, to provide an orderly and peaceful means for resolving any misunderstandings or differences which may arise, and to set forth herein the agreement between the parties concerning wages, hours, terms and conditions of employment for members of this bargaining unit. The Employer and LASA jointly agree to perform the obligations imposed by this Agreement.

ARTICLE 1
RECOGNITION

- A. The Board of Education hereby recognizes the Lansing Association of School Administrators as the exclusive bargaining representative for Administrators in accordance with the applicable provisions of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "Administrator" when used herein shall refer to employees included in the unit for bargaining; and the term "Board" when used herein, shall refer to the Board of Education of the Lansing School District or its designated agents.
- B. The following administrative personnel who hold valid contracts with the Lansing School District comprise this bargaining unit: Director of Curriculum, Staff Development, Principals, Director of Student Services, Assistant Principals, Principal for Beekman Center, Director of Special Education, Special Education Supervisors, Director of Transportation and Distribution Services, Assistant Director of Accounting, Assistant Director of Purchasing, Assistant Director of Budget, Director of Public Safety, Director of ORET and Director of Technology, Director of Bilingual Programs and Early Childhood Education.
- C. The Lansing School District operation requires a cohesive administrative staff. Towards that end the Superintendent of Schools shall meet on a regular basis with representatives of the Executive Board of LASA for input on staffing decisions as well as other matters directly affecting the administrative staff.
- D. Whenever a new Employee classification is added, the Board shall make an initial determination as to whether the Employees in that classification are appropriate members of the Bargaining Unit. The Board shall advise the LASA, through its President, of its decision and furnish copies of the job descriptions(s) involved. Likewise, when an

Employee is taken out of the LASA, the Board will meet with the LASA to discuss and confer regarding the elimination of that LASA position.

- E. Any individual contract executed between the Board and an Administrator in the Bargaining Unit shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- F. The Board agrees not to negotiate concerning the terms and conditions of employment for members of this Bargaining Unit with any organization other than LASA for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and the personnel included in the Bargaining Unit.

ARTICLE 2 BOARD RIGHTS

Subject to the terms of this Agreement, there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it.

ARTICLE 3 ASSOCIATION AND ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

- A. The LASA shall have the right to use building facilities at reasonable times and hours for LASA meetings outside the working day, provided this shall not interfere with or interrupt normal school procedures. When special custodial service is required, the Board will charge the LASA for the actual charge involved.
- B. The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the duly designated LASA representative, all financial and non-confidential personnel information relative to the District, excluding, however, any and all financial information or data which may be held not accessible to administrative bargaining units by any statute, state administrative or judicial body.
- C. Upon appointment with the Human Resource Office, Administrators shall have access to their personnel files to review and receive written copies of, if requested, unless exempted under the law. Such records will not be removed from the Human Resources Office.
- D. Administrators shall be held accountable. Accountability requires responsible decision-making. Supportive rationale for any decision must be directly related to the goals and objectives of the particular building as well as the general goals of the Lansing School District. Such rationale must be developed prior to any decision.
- E. The Board, through the Association president, will request, accept and consider input from the LASA regarding matters of school operation. When joint teacher-administrator committees are formed, the LASA shall submit a recommended list of representatives to serve on such committees.

- F. Any case of employment-related assault and battery upon an administrator immediately shall be reported by the administrator to his/her immediate supervisor. Upon written request, the Board shall select and make available to the administrator an attorney for the purpose of an initial consultation to advise the administrator of any rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.
- G. The district shall hold an administrator harmless or insure him/her adequately for omissions arising from performance within the course and scope of employment as an administrator provided the administrator was not grossly negligent or committed misconduct.

ARTICLE 4
PROFESSIONAL CONDUCT

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of administrators. A copy of these rules and regulations shall be available to each administrator.
- B. The Board and the LASA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the Lansing School District. Unprofessional conduct and misconduct are subject to disciplinary procedure. Misconduct includes but is not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations or administrative directives not inconsistent with the terms of this Agreement, and any violation of the terms of this Agreement. Allegations of unprofessional conduct and misconduct shall be reported promptly to the offending administrator.
- C. Definition of Discipline

Disciplinary action shall be defined as any written reprimand, suspension, reductions in rank or professional advantage, or discharge.
- D. Representation

Before any meeting is called in which disciplinary action may result, the administrator shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such a meeting is held.
- E. A written record indicating the specific grounds forming the basis for disciplinary action shall be filed in the administrator's personnel file, and a copy thereof given to the administrator. After a period of two (2) years from the date of occurrence, if there has been no recurrence of conduct similar to that, which caused the disciplinary action, then the administrator may have the disciplinary action removed. In cases of unprofessional conduct as defined in the Michigan School Code, MCL 380.1230b, such materials shall not be removed from the file after the two year period, but will remain in the file indefinitely.

F. When an administrator requests that a LASA representative be present during a disciplinary action meeting scheduled during working hours, the LASA representative shall suffer no loss of pay in connection with such meetings. In connection with grievance meetings, the grievant, LASA President, or one (1) representative from LASA shall suffer no loss of pay for participating in such meetings scheduled during working hours.

G. Just Cause

No administrator shall be disciplined without just cause.

H. Progressive Discipline

The Board will follow a policy of progressive discipline, which may include a written reprimand, suspension, reduction in rank or professional advantage, or discharge. Disciplinary actions shall be discussed privately between the employee and the Board. The Board may impose a severe disciplinary action without progressing through less severe measures when warranted by the seriousness of an administrator's misconduct.

I. Complaints

Complaints about an administrator's professional performance shall be called to the administrator's attention, within five (5) workdays of the supervisor's receipt of such complaint, unless extenuating circumstances or the integrity and/or security of a district investigation into the complaint is jeopardized by informing the administrator. The administrator shall receive a copy of any written complaints or a written summary of any oral complaints and shall be given an opportunity to respond to either. Complaints shall not be incorporated into an administrator's evaluation or personnel file unless the administrator has been informed of the complaint, given an opportunity to respond, and there has been a finding of a delinquency of professional performance.

ARTICLE 5 ADMINISTRATOR EVALUATION CRITERIA AND PROCEDURES

A. Philosophy

The Board and LASA agree that members of the administrative staff shall be subject to an evaluation process that is fair, constructive and reliable in order to facilitate the successful and continuing achievement of the goals and objectives of the Lansing School District Board of Education.

B. Purpose

The Board and LASA agree that the administrator evaluation process has several purposes including:

1. To establish, maintain and improve communication between supervisors and administrators, particularly in relation to an administrator's job performance.

2. To ensure that each administrator is aware of job responsibilities and related performance level expectations.
 3. To recognize outstanding performance by individual administrators.
 4. To maintain, strengthen and improve the level of performance of the administrative staff.
 5. To identify and assist the correction of performance deficiencies by individual administrators.
- C. Evaluation Procedures
- The District and the Association will complete improvements and redesign of evaluation criteria and procedures for expected performance. Both parties shall mutually agree on the finished document.
- D. Administrators whose contracts are not to be renewed for reasons of performance shall be notified on or before ninety (90) days prior to the expiration of their individual contract.
- E. Any changes in the Lansing School District, Administrative Performance Review Handbook will be by mutual agreement between the Board and LASA.
- F. Administrators with an inordinately high number of teacher evaluations to perform may seek appropriate assistance or relief from the Area Director(s) (as applicable). The applicable Director will make reasonable assistance available.
- G. The parties agree and formally recognize that the evaluation of teachers is a main component of an administrator's responsibility. Failure to complete assigned evaluations in a timely manner will be cause for serious discipline per Article 4, Section H of this contract.

ARTICLE 6 GRIEVANCE PROCEDURE

- A. A grievance may be defined as a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. The number of days indicated at each step of the grievance procedure are working days, should be considered as maximum, and every effort should be made to expedite the grievance process. Time limits may, however, be extended by written mutual consent.
- C. On the handling and processing of a grievance, the following procedure will apply:
- Step 1: LASA or the aggrieved administrator may initiate any grievance at Step 2. As an alternative option within ten (10) days of the date an alleged grievance occurs, a special conference may be requested by LASA and/or the aggrieved administrator for the purpose of an informal problem solving discussion.

If a request for a special conference is made by LASA or the aggrieved administrator, the Chief Human Resources Administrator shall convene the conference. Problem solutions resulting from the special conference, which are mutually agreeable, may be implemented. If the special conference does not produce a mutually agreeable solution, LASA or the aggrieved administrator may advance the grievance to Step 2.

Step 2: Within ten (10) days of the date that an alleged grievance occurs or within ten (10) days after a special conference was convened at Step 1, the LASA or the aggrieved administrator, with or without LASA representation, shall submit to the Chief Human Resources Administrator a written statement of the provision of this Agreement and/or Board Policy that has been violated, misinterpreted or misapplied. Within ten (10) days of receipt of the alleged grievance, the Superintendent, Chief Human Resources Administrator, the aggrieved administrator and an Association representative shall meet to discuss the grievance. Following such a meeting, within ten (10) days, the Superintendent shall respond in writing to the grievant, with a copy to the Association representative.

Step 3: the grievance remains unresolved at the conclusion of Step 2, it may be submitted for binding arbitration at the request of LASA, provided written notice for submission to arbitration is delivered to the Chief Human Resources Administrator/ designee within twenty (20) working days after receipt of the decision under Step 2.

Following the written notice of request for submission to binding arbitration, the parties shall attempt to select a mutually agreeable arbitrator within five (5) working days. (The parties may agree upon one or more methods of mutual selection, including the development of strike lists, negotiation, etc.). If the parties are unable to select a mutually agreeable arbitrator, LASA may request a list of arbitrators from the Federal Mediation and Conciliation Service (with a copy of the request sent to the Chief Human Resources Administrator), specifying that the list be drawn from a geographical area not larger than the State of Michigan. The voluntary arbitration rules of the American Arbitration Association shall apply to the proceedings except as provided herein.

D. Powers and Duties of the Arbitrator

1. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision within thirty (30) calendar days after the close of the hearing (or submission of briefs, if applicable).
2. The arbitrator will issue a written decision and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

4. The decision and award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted as final by the Board, the Association, and the administrator or administrators involved.
5. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited herein, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement or written Board policies directly affecting wages, hours or conditions of employment of an administrator. Any other matter not specifically set forth in this Agreement or in a Board policy which specifically affects wages hours or conditions of employment of the administrator remains within the reserved rights of the Board.
6. Relative to disciplinary measures, as defined by the contract, the arbitrator shall have authority to review and decide whether just cause to impose disciplinary action existed and, if so, whether the disciplinary action imposed was reasonable, proper and just.
 - a. If the arbitrator determines that just cause for discipline did exist, but finds the disciplinary action to be unreasonable, improper or too severe, he/she will establish guidelines of what would be reasonable, proper and just under all the circumstances and refer the matter back to the District.
 - b. If the District fails to act within the arbitrator's guidelines within ten (10) days after receipt of the arbitrator's decision, the LASA may appeal the matter back to the arbitrator and the arbitrator shall then be empowered to change or modify the disciplinary penalty imposed by the District.
 - c. If the arbitrator determines that just cause for discipline did not exist, he/she may rescind the disciplinary measure.
7. The arbitrator shall have no power to grant relief for any damages for periods commencing before the latter of:
 - a. the date the grievance arose (as defined in Section C, Step 1), or
 - b. ten working days before the grievance was advanced at Step 1.
8. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
9. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.
10. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievance, the LASA, or the District during the first three steps of the grievance procedure. In the event newly discovered facts or issues become known to the grievant, the LASA or the District, after Step 3 but before the

arbitration hearing, the party who has discovered the proposed new evidence will immediately notify the other and make a full disclosure of same.

11. The arbitrator shall have no power to change any policy or rules of the Board.
12. If the Board disputes the arbitrability of any grievance, the arbitrator shall first determine whether he/she has jurisdiction to act, and he/she finds that he/she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

E. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
2. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
4. Any grievance filed during the life of this agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
5. If the arbitrator upholds the entire grievance, the District shall be responsible for the fees and expenses of the arbitrator; similarly, if the arbitrator denies the entire grievance, the LASA shall pay the arbitrator's fees and expenses. If the arbitrator determines that each party's position is to be upheld in part, the arbitrator may determine if the arbitration fees should be split and which percentage of the fees should be paid by each party.
6. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
7. An administrator who is required by the Board to participate in an arbitration hearing under this Agreement shall be put on stand-by during the work day and shall be excused with pay when called to testify. Similar treatment will be given to administrators that are called by LASA to testify during the work day, assuming that the number of witnesses to be used by LASA are limited to a reasonable number to prove its case. Additionally, the grievant and the LASA president/ designee who participate in an arbitration hearing shall not suffer a loss of pay for the time spent at the arbitration hearing (including up to thirty minutes before and after the hearing).
8. No grievance shall be filed for or by an employee more than ten (10) days after the effective date of his/her resignation.

9. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to a final decision on the grievance.
10. Two or more grievances on the same subject may be handled by the District as one grievance. When such a situation occurs, the LASA shall be notified and the answer directed to the LASA president.
11. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision on the grievance.
12. Grievances that are not appealed within the time limits specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limits are waived by mutual agreement by the parties involved.

ARTICLE 7 REDUCTION IN STAFF

- A. The Association recognizes the exclusive right of the Board to determine monetary savings to be achieved by reduction in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made.
- B. Prior to any reduction in staff within LASA, the LASA will be provided an opportunity to present to the Superintendent the LASA recommendations regarding such reductions for the consideration of the Board prior to the final Board decision. When a layoff occurs, the following procedures will be followed:
 - a. In the case of a staff reduction, principals may “bump” within classification. Classification shall be defined as specific job title (i.e., principal or assistant principal).
 - b. Any “bumping” shall be done by grade level (i.e., high school, middle school or elementary).
 - c. In cases of “bumping” the Superintendent shall determine the assignment of the displaced principal with the intent being that the least senior principal in the grade level is displaced.
 - d. Displaced principals may bump assistant principals if their seniority permits.
 - e. Displaced directors may bump principals or assistant principals, seniority permitting, if they have had successful experience in the Lansing School District as a principal at that level.
 - f. Directors or Assistant Directors cannot bump one another unless they have successfully performed all of the duties of the position.
 - g. Successful experience shall be defined as having not been involuntarily transferred due to performance issues out of a position.
- C. Seniority shall be defined as the length of continuous employment as an administrator in the District and shall be measured from the first working day of such employment. In the event more than one Administrator has the same working day, their relative seniority shall be determined through a drawing.

- D. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. All administrators shall be ranked on the list in the order of their first day of work as an administrator in the District. Any challenges must be submitted in writing to the Chief Human Resources Administrator by December 1st of each year of this Agreement. Thereafter, the seniority list shall be considered final and accurate and the District shall incur no liability for relying upon the accuracy of the seniority list.
- E. Those persons affected shall be notified as soon as possible that their position is to be eliminated. They will be informed of other vacancies for which they may qualify and will be given an opportunity to interview for such vacancies.
- F. Whenever an administrative vacancy occurs, following a reduction in staff, the laid off administrator with the highest seniority will be offered the opportunity to assume the position providing he or she qualifies according to the job description accompanying the position. No new administrators shall be employed by the Board while there are administrators of the District who are laid off, unless there are no laid off administrators with proper school administrator continuing education requirement and qualifications to fill any vacancy, which may arise.
- G. Administrators on layoff shall continue to accrue seniority for up to a maximum of three (3) years.
- H. Administrators shall lose seniority upon resignation, retirement, discharge, or layoff for a period of three (3) years.

ARTICLE 8
SALARIES/INCENTIVES

- A. Administrative Compensation Categories & Salaries

All LASA Administrators shall be placed in an Administrative Compensation Category consistent with each administrative position, as detailed in Appendix A. The annual salary for each Administrative Compensation Category presented in Appendix B, shall constitute the full and complete compensation due each LASA Administrator with the exception of those LASA Administrators who were redlined for advanced degree, Professional Improvement Programs (PIP), and/or LSEA Professional Growth Program (PGP) Carryover, as detailed in Appendix C – Unified Salary Approach.
- B. Each Administrator who works the entire school year* shall receive a yearly stipend of \$1,250.00 for the purpose of Professional Development.

**Administrator must work the entire school year to receive the full amount.*

All requests for reimbursement from this stipend must be submitted by June 30 of the fiscal year for expenditures within the fiscal year. Unutilized grant funds will not carry forward into subsequent fiscal years.

ARTICLE 9
FRINGE BENEFITS

A. Health Insurance Options

1. A. Health Insurance Options

Administrators may, upon written application select MESSA Super Care I or MESSA Choices II health insurance plan with a \$10.00/\$20.00 prescription co-pay. If MESSA Super Care I is selected, the monthly premium co-pay for members shall be:

	Effective 4-1-10	Effective 7-1-10
Single	\$186.83	Difference plus \$25.00
Two Person	\$414.10	Difference plus \$50.00
Full Family	\$454.57	Difference plus \$50.00

If MESSA Choices II is selected, the monthly premium co-pay for members shall be:

	Effective 4-1-10	Effective 7-1-10
Single	\$25.00	\$25.00
Two Person	\$50.00	\$50.00
Full Family	\$50.00	\$50.00

During the term of this Agreement, the Board may, after meeting and conferring with LASA, change the selection of group health insurance carriers. However, in selecting the carrier the Board will provide benefits equivalent to or superior to the present benefits contained in the present group health insurance plans. The Board further agrees that there shall be no decrease in providers (hospitals, physicians and prescription providers) than those contained and enumerated within the current group health insurance plans being made available.

2. Cash Alternative Option: Administrators not selecting (one of) the healthcare plan option(s) made available shall receive \$250.00 per month (single) or \$500.00 per month (2 person or family), provided they do not elect the healthcare plan offered by the District for the plan year and the equivalent of three additional LASA members also select this option. The cash alternative shall be renewed when the administrator indicates this selection each year at open enrollment.

B. Group Life Insurance

The Board will provide term life insurance in the amount of \$75,000 for each employee. The coverage shall double in case of accidental death and dismemberment and provide waiver of premium in the event of total and permanent disability.

C. Group Dental

Basic Dentistry: The plan will pay 70% of eligible expenses and will increase 10% each calendar year (to 100%), provided the insured visits a dentist and completes all recommended basic services each year.

Major Dentistry: Includes inlays, crowns, bridges, full and partial dentures. The plan will pay 80% of the eligible expenses incurred by the participant.

Combined Basic & Major Maximum: Annual maximum per participant per calendar year - \$1,000.

Orthodontics: Orthodontic benefits are provided for all persons insured. The plan will pay 70% of an orthodontist's reasonable and customary charges up to the plan maximum of \$1,500.

Claim Forms: Available at the Employee Benefits Department.

D. Vision Care

Effective Date: July 1st, or first of the month following hire date, or return from leave. An application must be completed by each employee.

Benefit Year: July 1st to June 30th. All bills must be submitted within 6 months following the end of the benefit year.

Benefits Provided: Each employee, their spouse and dependent children may obtain an examination, frames, and/or lenses once per Benefit year. Prescription sunglasses and photo grey lenses are included.

Payment Level: 80% of customary and reasonable charges, subject to maximum payments shown below:

1. Examinations	\$85	4. Trifocal Lenses	\$125	7. Contact Lenses	\$115
2. Regular Lenses	\$100	5. Lenticular Lenses	\$145		
3. Bifocal Lenses	\$110	6. Frames	\$ 65		

Claim Payments: Submit itemized bill to Lansing School District, Employee Benefits Department, Room 200, 519 W. Kalamazoo, Lansing, Michigan 48933. Your bill must show date of service, name of employee, ID# of employee, patient's name, and provider of services. The cost of each item (exam, type of lenses, frames) must be listed separately. A non-taxed payment will be refunded on your regular Bi-weekly check and shown as "Vision R".

Payment During Vacation: Submit receipt as usual to Employee Benefits Department. A check will be printed and sent to you even though no regular pay is due.

Coordination of Benefits: If your spouse has vision coverage through another employer, you must submit record of their payment along with your itemized bill. The District payment will be coordinated with that of the other insurance company. Benefits for dependent children are determined first under the contract of the parent whose birth date occur

earliest in the calendar year. If you need written verification for filing a claim with a second company, you must request verification through the Employee Benefits/Payroll Department. If you have any questions concerning Vision Benefits or your claim, phone 755-3040.

E. Long Term Disability Insurance

Benefits:

1. Up to 60% of monthly salary with a maximum of \$6,000 per month.
2. Benefits are offset with the Social Security (primary benefit only) and Michigan School Employees Retirement to the degree they would add to the basic benefit in excess of 60%.
3. Benefits payable on the following basis:

Age of Disablement	Duration of Benefits (In Years)
61 and younger	To age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 year

Waiting Period: 90 calendar days or after all sick leave is consumed, whichever comes later.

F. Vacations

Employees working 52 weeks per year shall receive four (4) weeks of vacation time, which is included in their annual salary. Scheduling of discretionary days for elementary principals is subject to the approval of the appropriate Cabinet level member and may not be taken at a time when students and/or staff are in session. Discretionary days must be used in the year in which they are granted and shall not accumulate as Compensable leave days.

- 46-47 weeks of work - 3 weeks and 4 days vacation
- 44-45 weeks of work - 3 weeks and 3 days vacation
- 42-43 weeks of work - 3 weeks and 2 days vacation
- 41-42 weeks of work - 3 weeks and 1 day vacation

During each year of this Agreement, employees working 52 weeks per year shall be entitled to a fifth week of vacation. Scheduling of this added week of vacation is subject to the approval of the employee's immediate supervisor. This added week of vacation shall not change the formula by which employee salaries are calculated as described in Article VII, G.

Employees working less than 52 weeks per year shall be granted four (4) discretionary days to be used during each year of this agreement. Scheduling of discretionary days is subject to the approval of the administrator's immediate supervisor and may not be taken at a time when students and/or staff are in session. Discretionary days must be used in the year in which they are granted and shall not accumulate as compensable leave days. Discretionary days shall not change the formula by which employee salaries are calculated as described in Article VII, G.

G. Holidays

The following holidays will be recognized for all Administrators:

- The day before New Year's Day
- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day*
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- The day before Thanksgiving Day*
- Thanksgiving Day
- The day after Thanksgiving
- The day before Christmas Day
- Christmas Day

* If recognized in the LSEA contract as holidays

H. Retirement Separation Allowance

Administrators who qualify under the Michigan Public School Employees Retirement Act and have ten (10) years of service with the Lansing School District, after completion of their last year of service, shall receive an amount for each year of service in the district up to a maximum, each in accordance with the following schedule:

Amount Per Year	Maximum
\$264.00	\$7,045.00

In case of death prior to retirement, the accumulative amount shall be paid to the designated beneficiary.

I. Supplemental Allowances (Elementary)

Perpetual Mileage: For authorize or required school travel, Administrators shall be given an annual stipend of \$250.00 per year. Those who receive perpetual mileage for travel as of January 1, 2009, will receive it as long as they remain in the current position during the course of the year. Administrators who must travel for business reasons outside of the District will use the District's travel procedure for reimbursement.

If an administration position is to be redefined as a split position, the affected building principal will meet with the superintendent to discuss the position as well as additional support needed. If an individual does not wish to remain at the building after it has been identified as a split position, the Superintendent and Administrator will explore possible alternative assignments. However, it is expressly understood that the decision is within the sole discretion of the District.

For elementary principals with responsibilities for more than one elementary building:

Responsibility for two buildings - \$7,500.00

J. Administrator Health Examinations

The Superintendent may request an Administrator to obtain a physical or psychiatric examination. Expenses for any such examinations shall be paid in full by the Board.

K. Personal Property Loss

The Board will repair or reimburse administrators the current value (up to a maximum of \$500 per incident) of any clothing or other personal property damaged or destroyed as the result of an accident, act of vandalism, or assault and/or battery upon them suffered in the course of their employment unless such loss is covered by insurance, or reimbursement is obtained from other sources. (Forms for reimbursement are available from one's immediate supervisor.)

L. When it becomes necessary to assign administrators additional work days, including Saturdays and holidays, the administrators will be compensated with an amount to be determined by both parties.

M. Insurance Continuation

Employees or their dependents who cease to be eligible for health insurance coverage shall have a right to continue medical, dental, or vision group coverage on a direct payment basis with the Lansing School District. Coverage may be continued for 36 months, except for termination of employment or reduction in hours, which shall be limited to 18 months.

N. The Board may initiate during the term of this agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the agreement. Upon implementation of such program(s), a special conference may be initiated by the Board or LASA to explore its terms. Participation in such new program(s) by LASA members shall be voluntary. If participation is elected, it shall be as an alternative to the group medical coverage described in Section A 1. of this Article.

ARTICLE 10
COMPENSABLE LEAVES AND LEAVES OF ABSENCE

A. Compensable Leave

At the beginning of each school year Administrators shall be granted compensable leave days that pay in full for personal illness, family illness, medical appointments, injury, emergencies or personal business matters. Administrators on a full year contract shall receive sixteen (16) days per year. Administrators working 40 or 41 weeks per year shall receive 13 days per year, Administrators working 42 to 47 weeks per year shall receive 14 days of compensable leave. Unused portions of each year's leave shall be allowed to accumulate indefinitely and shall be available in future years.

B. Leaves of Absence

1. Maternity Leave

- a. If the administrator desires a leave of absence, she must file a written request with the Human Resources Office at least 90 days prior to the anticipated date of such leave.
- b. Any leave of absence shall be for the duration of the pregnancy and extend no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
- c. After the termination of pregnancy, the administrator shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the Administrator must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose at its option and expense to have the administrator examined by the Board's physician prior to the administrator's return to work.

2. Parental Leave

A parental leave of absence without pay shall be granted upon request to administrators who become parents of newborn. Such leave must be requested, in writing, prior to the six week post-natal examination, but not less than thirty (30) days prior to the date such leave is to become effective. Such leave shall, if applicable, be granted until the end of the fiscal year.

3. Adoptive Leave

Any administrator may apply for an adoptive leave without pay. When first notified that she has been accepted as an adoptive parent by the adoption agency, the administrator desiring leave shall apply to the Human Resources Office for an

adoptive leave that shall commence when the administrator assumes custody of the child, and shall continue for the duration of the fiscal year.

4. Educational Leave

a. Leave of Absence for Study

- (1) An administrator who has been on the staff of the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a study leave for a period of up to two years, provided said administrator states his/her intent to return to the Lansing School District for a minimum period of one year. Upon return, he/she will be restored to his/her former position, if possible, or a position of like nature.
- (2) Application shall be filed with the Chief Human Resources Administrator by the end of the first semester for leave beginning the following September. For leave beginning in February, the application shall be filed by the end of the preceding June. Leaves must be for semester durations. Applications submitted after the specified time limits may be considered at the discretion of the Board.
- (3) An administrator requesting a leave of absence for study shall be required to take at least ten (10) semester hours a semester or ten (10) term hours a quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency which may include credit hours for conducting and/or compiling research towards an advanced degree course.
- (4) Study leave shall be a leave without pay and may be granted by the Board of recommendations of the committee provided for in the Sabbatical Leave section.
- (5) An administrator being granted a leave of absence for study shall advance on the salary schedule as he/she would have advanced had he/she been employed in the Lansing School District provided a transcript is filed indicating the required credits have been earned.

b. Teaching for the United States Government, Peace Corps, or other Special Programs

- (1) An administrator who has been employed in the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two years to teach in an assignment abroad in schools maintained by the United States, provided said administrator states his/her intent to return to the Lansing School District for a minimum period of one year. Upon return he/she will be restored to his/her former position, if possible, or a position of like nature.

- (2) Such leave granted shall be leave without pay and may be granted by the Board on recommendation of the Superintendent after receiving the recommendation of the committee provided for in the Sabbatical Leave section.
- (3) An administrator granted such leave shall advance on the salary schedule as he/she would have advanced had he/she been employed in the Lansing School District.
- (4) Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.

5. Leaves for Other Purposes

a. Absence for Jury Duty

In such cases the administrator will be paid the difference between his/her pay for that duty and his/her regular pay provided he/she cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. Proof of service and pay must be submitted to the Payroll Office.

b. Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed as a witness in any case connected with the Administrator's employment or the school, except that leave with pay shall not be granted in connection with unfair labor practice hearing involving the Board and the LASA or to employees who are plaintiffs in civil suits against the District.

c. When attending any function when so directed by the administration.

6. Military Leave

a. Military leaves of absence shall be granted to any administrator who shall be called into active military service of the United States. Administrators on such leaves of absence shall be granted up to a maximum of six (6) calendar months which shall include salary and fringe benefits. During this six (6) month period and only for those days the administrator was scheduled to work in the district, the administrator shall assign his/her military compensation to the Lansing School District. Should the leave extend beyond six (6) months, said leave will be without pay and the administrator may purchase continuation of health insurance coverage thereafter. These terms also apply to military reservists called for active duty or training.

b. Military leaves will be granted to bargaining unit members in accordance with these terms, provided such member makes written request for such

leave of absence, immediately upon receiving their orders to report for such duty.

- c. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

7. Family and Medical Leave Act of 1993

The Board shall extend such additional considerations and benefits to administrators as are required by the Family and Medical Leave Act.

C. Conventions and Conferences

All conference requests must be approved by the Administrator's supervisor, and the Human Resources Department prior to the date of the conference.

All Administrators are responsible for arranging for the delegation of their responsibilities during the period of time they are attending a conference.

Upon return from a conference, the Administrator will submit a written report of the sessions to his/her supervisor.

Principals may, with the approval of the Area Director(s), attend different conferences than those listed herein, provided the expenses incurred do not exceed those they had been designated to attend.

Only one Secondary Administrator shall be gone from the building at any one time; exceptions may be made only with the approval of the Superintendent.

These quotas may be exceeded by Administrators who have either major responsibilities on the program or in the organization. Attendance shall be at their own expense.

* Elementary Assistant Principals may also be scheduled.

The Superintendent after meeting with LASA, may place a freeze on all conferences when economic circumstances so dictate.

ARTICLE 11
MISCELLANEOUS

- A. The Board shall be responsible for the typing, printing, and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. The Association will share in the cost of materials and printing.
- B. Representatives of the Board and the Association shall meet once each month during the school year, upon the request of either party, to discuss matters of mutual concern. The

time, place and agenda shall be mutually agreed upon at least one week prior to such a meeting.

- C. When an Administrator is to be transferred, notification will be given by July 1st, when circumstances permit. Should the transfer be involuntary, such notification shall be through an individual conference with the Administrator.
- D. The Superintendent may initiate a salary review of administrative positions, on his/her own volition, or at the request of LASA, in the following instances:
 - 1. Any new administrative position placed in the bargaining unit.
 - 2. Any administrative position that is combined with another function.
 - 3. Any administrative position that is given permanent extra responsibility.
 - 4. Any administrative position that is relieved of responsibilities.
 - 5. Any present administrative position.

Upon request of the Superintendent a committee of six, three member appointed by the Superintendent and three members appointed by LASA, shall serve this review function and make recommendations to the Superintendent.

- E. All administrative job vacancies shall be posted.

Administrators that are interested in a lateral change in assignment to a specific position that has not been declared vacant may give written notice of their interest to the Superintendent by April 1. If the Superintendent makes a change of assignment involving the desired position and does not transfer the interested administrator, the Superintendent will respond to the request in writing.

- F. During the term of this Agreement scheduled days of work that are cancelled because of conditions not within the control of school authorities such as, but not limited to, severe storms, fires, epidemics or health conditions as defined by the city, county, township or state authorities shall be rescheduled by the school district. Such rescheduling shall not affect or otherwise require an adjustment of salary compensation, or other benefits provided within this collective bargaining agreement.
- G. If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. It is mutually acknowledged that this collective bargaining agreement represents the complete agreement between the parties, and any other matter outside of this agreement which has not been incorporated by reference herein shall not be deemed to be a part of such collective agreement.

- I. Negotiations between the parties for the purpose of entering into a successor Agreement shall commence at least sixty (60) days prior to the expiration date of this Agreement.
- J. Medical Procedures

Administrators will not be required to perform nor delegate medical procedures required to be performed by a licensed medical professional.
- K. Any elementary building that has more than 500 students will be assigned an assistant principal.

ARTICLE 12
DUES AND PAYROLL DEDUCTION

- A. The Board agrees to deduct from the pay of any administrator all dues and/or initiation fees of LASA, provided, however, that LASA presents to the Board authorizations, signed by such administrator, allowing such deductions and payments to the LASA.
- B. The amount of initiation fee and dues will be certified to the Board by the Secretary/Treasurer of LASA. Deductions shall be made the first pay period of each month, provided that deductions for such initiation fee and dues will not supersede any legally required deductions or deductions authorized prior to the date of this Agreement and the Board shall not be required to make any check-off for membership dues if the administrator's pay is not sufficient to cover the initiation fee and membership dues in any pay period. The Payroll Office shall not be required to honor any month's deduction of any authorizations delivered to the Payroll Office later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made. The LASA assumes full responsibility for the disposition of the initiation fee and dues so made, once they have been sent to the LASA Secretary/Treasurer.
- C. Payroll deductions and reductions are also available for the following purposes upon written authorization of the administrator:
 - 1. U.S. savings bonds and/or Freedom Shares;
 - 2. United Fund contributions;
 - 3. Capital Area School Employees Credit Union;
 - 4. Tax sheltered annuities as registered with the business office;
 - 5. Other purposes approved by the Board.

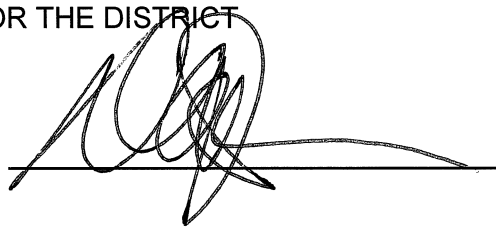
ARTICLE 13
DURATION OF AGREEMENT

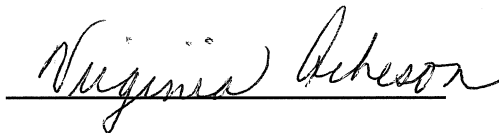
This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

Re-opener: This agreement may be re-opened for negotiation of wages only if any other bargaining group negotiates a greater wage increase in any year of this contract, exclusive of any built in costs such as step increases, retirement increases, etc.

FOR THE DISTRICT

FOR LANSING ASSOCIATION OF SCHOOL
ADMINISTRATORS, INC.

By 

By 

Date _____

Date _____

APPENDIX A
ADMINISTRATIVE COMPENSATION CATEGORIES

Category 1

High School Principals*
Director of Special Education

Category II

Middle School Principals
Director of Student Services**
Director of Magnet Schools
Director of Curriculum/Instructional Technology

Category III

High School Assistant Principals
Elementary Principals
Director of Technology
Principal for Beekman Center
Director of Bilingual Programs and Early Education

Category IV

Middle School Assistant Principals
Director of Alternative Education
Special Education Supervisors

Category V

Director of Purchasing and Distribution Services
Director of Transportation and Distribution Services
Elementary Assistant Principals

Category VI

Category VII

Assistant Director of Accounting
Director of the Office of Research, evaluation and Testing
Assistant Director of Purchasing
Assistant Director of Budget

Category VIII

Category IX

Category X

Director of Public Safety

*Hill principal is responsible for Vocational, Adult and Continuing Education.

**If Director of Student Services oversees Pupil Accounting, the position shall be a Category 1 Position.

LASA Salary Schedule

Category	Weeks	2008-09		2009-10	
		Step 1	Step 2	Step 1	Step 2
I	52	95,379	97,287	96,333	98,260
II	52	92,746	94,600	93,673	95,546
	44	85,283	86,989	86,136	87,859
III	52	88,796	90,572	89,684	91,478
	46	85,228	86,933	86,080	87,802
	44	81,664	83,298	82,481	84,131
	42	78,096	79,658	78,877	80,455
	42 (EP)	79,096	80,678	79,887	81,485
	44 (EP)	83,099	84,761	83,930	85,609
IV	52	87,478	89,228	88,353	90,120
	46	83,966	85,646	84,806	86,502
	44	80,456	82,065	81,260	82,885
	42	76,946	78,485	77,715	79,270
	39			72,164	73,608
V	52	86,754	88,489	87,622	89,374
	44	78,042	79,603	78,823	80,399
	42	74,641	76,133	75,387	76,895
VI		82,213	83,857	83,035	84,696
VII		79,578	81,170	80,374	81,982
VIII		78,262	79,827	79,044	80,825
IX		76,946	78,485	77,715	79,270
X		69,042	70,423	69,732	71,127

APPENDIX C
UNIFIED SALARY APPROACH

The components of the unified salary approach were delineated through the Board's May 28, 1998 salary proposal and LASA's May 28, 1998 salary counterproposal. In essence, one salary amount shall exist for all administrators in a particular salary category from the LASA salary schedule. Regardless of degrees and/or years of experience, the single salary amount shall be paid to every administrator in a particular category. The reserve income benefit (RIB) shall be rolled into the LASA salary schedule and no longer will exist as a separate form of compensation. The reserve income benefit "roll in" will occur beginning with the 1999-2000 contract year.

Under the unified salary approach, all newly hired LASA administrators (administrators hired after the ratification of a new agreement) will not be eligible for LSEA-PGP carryover, PIP, or a degree stipend. Any of these salary distinctions which exist for current LASA administrators are being phased out. For all current LASA Administrators, any wage consideration presently enjoyed that results from PGP carryover, PIP progress, and/or degree status shall be redlined and paid to the administrator during the life of the new agreement, as long as the administrator remains in a LASA assignment. For current LASA administrators progressing through the three PIP steps, these administrators are eligible to complete their PIP steps before redlining on this salary distinction occurs. Any degree distinctions acquired beyond the date the new agreement is ratified will not be recognized for purposes of a degree stipend.

<u>Last Name</u>	<u>First Name</u>	<u>Code</u>	<u>Contract Year Amount</u>
Henry	Mary	MA+02	764.00
Lud	Mara	MA+02	764.00
Gregory	Worsie	PGP1	973.00
Shanahan	Madeline	PGP2	1,946.00
Lud	Mara	PGP3	2,919.00
Robinson	Edna	PGP3	3,111.00
Hart	Celestine	PIP2	1,400.00