



COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

LAKEVIEW PRINCIPALS
ASSOCIATION, INC.

AND

LAKEVIEW BOARD OF EDUCATION

2004 - 2009

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**LAKEVIEW BOARD OF EDUCATION
LAKEVIEW PRINCIPALS ASSOCIATION, INC.
COLLECTIVE BARGAINING AGREEMENT**

This **AGREEMENT** entered into this **1st day of August 2004** is by and between the Board of Education of the Lakeview Public Schools, hereinafter called the **BOARD**, and the **LAKEVIEW PRINCIPALS ASSOCIATION, INC.**, hereinafter called the **ASSOCIATION**.

This **AGREEMENT** shall continue in effect for a period commencing August 1, 2004, and ending July 31, 2009.

IN WITNESS WHEREOF, the parties hereto have signed this agreement by their duly authorized representatives on the day and year first above written.

**LAKEVIEW PRINCIPALS
ASSOCIATION, INC.**

**LAKEVIEW BOARD
OF EDUCATION**

Fred Zielke, Co- President

Daniel Dombrowski, President

Amy Gaglio, Co-President

Donald Wheaton, Jr., Vice-President

Diane Hickens, Treasurer

Philip Thomas, Secretary

Date

Sandra Feeley Myrand, Superintendent

Date

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PREAMBLE

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

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, wages, hours of employment or other conditions of employment, and

WHEREAS, the **BOARD** recognizes that quality education can only result from quality leadership, and

WHEREAS, the **ASSOCIATION** recognizes that, because school principals possess unique training and experience and function in positions of public trust, and

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

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

ARTICLE I - RECOGNITION

SECTION 1. Recognition of the Association

The **BOARD** hereby recognizes the **ASSOCIATION**, in accordance with the applicable provisions of Act 336 of the Public Acts of 1947 as amended, as the sole and exclusive collective bargaining representatives for all principals.

This provision shall not be subject to the grievance procedure.

SECTION 2. Exclusive Collective Bargaining Agreement

The **BOARD** hereby expressly agrees that it shall not enter into any collective bargaining agreement with any principal or with any other collective bargaining organization on behalf of the principals during the term of this agreement. Whenever possible, the **ASSOCIATION** shall be consulted regarding any changes in roles, reduction or transfers of members of this bargaining unit.

SECTION 3. Authority of the Board

It is hereby mutually agreed that the **BOARD** retains all rights, powers and responsibilities conferred upon and vested in it by law to manage the Lakeview Public Schools and to direct its principals, except as expressly limited by the terms of this agreement and/or Act 336, P.A. 1947 as amended.

SECTION 4. Scope of Agreement

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.

SECTION 5. Association Membership

Within thirty (30) days of the commencement of employment it is recommended that each administrator should be a member in the Lakeview Principals Association, Inc.

SECTION 6. Definitions

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

- A. Building administrator shall mean any member of the bargaining unit.
- B. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural, and the masculine shall include the feminine. (Every effort has been made to eliminate that usage.)

ARTICLE I - RECOGNITION (continued)

SECTION 7. Distribution of Agreement

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.

SECTION 8. Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct toward each other. The **BOARD**, therefore, agrees that it will meet its obligation as defined in Act 336, P.A. 1947 as amended by PA 112, 1994, and the **ASSOCIATION** agrees that no principal shall engage in a strike as also defined in the above-mentioned act. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, accruing to either party under the above same act.

SECTION 9. Tenure Exclusion

It is expressly agreed that the administrator shall not be deemed to be granted continuing tenure under the Tenure of Teacher's Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended by Public Act 59 of 1993, in the capacity of an administrator by virtue of this Administrative Agreement; and it is further understood and agreed by the parties that this Administrative Agreement shall not be deemed to constitute the employment of the administrator or continuing contract in an administrative capacity. It is expressly understood that this Administrative Agreement is not subject to the Tenure of Teacher's Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended by Public Act 59 of 1993.

ARTICLE II - DISCIPLINE, DISCHARGE

SECTION 1. Discipline

No administrator shall be disciplined or reduced in rank without just cause.

- A. For the purpose of this section, discipline shall mean a written admonition, which is derogatory of an administrator's conduct, service, or personality up to and including discharge. It shall also mean a written warning to an administrator.
- B. The disciplinary admonition shall be signed by the person taking the action, and a copy of such document given to the administrator involved.
- C. Administrators shall be entitled to **ASSOCIATION** representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

SECTION 2. Discharge of Administrators

No administrator shall be suspended or discharged except for just cause and unless:

- A. He/she has received, in writing, the specific reasons for such action.
- B. He/she has been accorded a closed hearing, at his/her request, before the **BOARD**.
- C. It is understood that in the event of suspension, (A) and (B) above may occur after such suspension has been affected. However, in no event shall the reasons be given more than one (1) day after such suspension has occurred, nor shall the meeting with the **BOARD** occur more than five (5) days after requested by the affected administrator.

If both the **ASSOCIATION** and the affected administrator do not agree with the decision of the **BOARD** relative to such suspension, the **ASSOCIATION** may proceed immediately to arbitration under Article VI, Section 2-B of this agreement.

- D. At any hearings under this provision, the affected administrator shall be entitled to **ASSOCIATION** representation at his/her request.

ARTICLE III - REDUCTION OF STAFF

SECTION 1. Reduction of Staff

- A. If, in the **BOARD'S** opinion, it is ever necessary to reduce the administrative staff, it shall be on the basis of more than one of the non-prioritized factors listed below:
1. Ability to perform the assignment related to the job description.
 2. Administrative academic training.
 3. Certification requirements.
 4. Length and area of professional experience.
 5. Length of service within the bargaining unit.
 6. Professional growth relating to the job description.
 7. Work record and performance
- B. In any necessary reduction of administrative positions, an affected administrator may, at the option of the administrator, remain in the employ of the district as long as a certificated position for which the individual is qualified is available. The administrator will be compensated based upon the salary schedule for that position and the person's years of experience in the district.
- C. It is understood that in the event a position is abolished and that administrator is not the one to be relieved of his/her duties, the Superintendent may reassign him/her to a vacant administrative position for which he/she is certified and qualified.

ARTICLE IV - ASSOCIATION RIGHTS

SECTION 1. Building Use

The **ASSOCIATION** shall have the right to use school buildings and facilities for **ASSOCIATION** business without charge.

SECTION 2. Communications

The **ASSOCIATION** shall have the right to use the district's interschool mail service for communications to its members.

SECTION 3. New Hires

The **BOARD** agrees that each principal shall have the opportunity to interview and make recommendations concerning the hiring of new personnel being considered for assignment to his/her building. Prior written notice of this opportunity shall be provided by sending that notice to the administrator's office.

SECTION 4. Right to Privacy

The **BOARD** agrees that the private life of any administrator is not an appropriate matter for discussion by the **BOARD** unless it adversely affects the administrator's ability to carry out professional functions or responsibilities to the school district or to act as a representative of the district.

SECTION 5. Right to Know Act

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

SECTION 6. Pupil Assignment

Each building principal shall recommend each pupil's assignment within his/her building as long as this is made in accordance with the **BOARD'S** policies concerning the classification and promotion.

SECTION 7. Student Discipline

Each building principal shall have the right to control students discipline within his/her building consistent with the law unless otherwise limited by **BOARD** policies and procedures concerning the discipline of students and subject to final disposition by the **BOARD** and its agents.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

SECTION 8. Administrative Assignments

All administrators shall be notified by May 1 of their administrative assignments for the upcoming school year. Such assignments are subject to change due to notification of resignation(s) and/or retirement(s) or other mitigating circumstances after May 1.

ARTICLE V - TRANSFER BY VACANCY

SECTION 1. Transfer by Vacancy

- A. Definition: Transfer shall mean the movement from one position to another, which has essentially the same job specifications; movement to a position for which the administrator meets the qualifications.
- B. When an opening occurs, it shall be announced in writing to all administrators, and a period of at least one (1) week shall be established for submitting transfer requests to the Superintendent for the open position, or any other opening that may occur as a direct result of approving a transfer to the open position.
- C. When an opening does occur, those administrators who have a transfer request on file and are eligible for such a transfer shall each be interviewed by the Superintendent, and at the option of the Superintendent, the Deputy Superintendent.
- D. Each administrator requesting a transfer shall be informed in writing of the approval or denial of his/her transfer request within a reasonable time after the interview with the Superintendent upon his/her request, and the reasons for denial will be placed in writing at the option of the administrator.
- E. More than one of the following non-prioritized factors shall be considered by the Superintendent in all transfers:
 - 1. Ability to perform the assignment related to the job description.
 - 2. Administrative academic training.
 - 3. Certification requirements.
 - 4. Length and area of professional experience.
 - 5. Length of service within the bargaining unit.
 - 6. Professional growth relating to the job description.
 - 7. Work record and performance
- F. If there are no administrators who volunteer for such a transfer, the Superintendent or his/her designee will notify the administrators within five (5) days of their selection for the transfer and the objectives to be accomplished by the transfer.

ARTICLE V - TRANSFER BY VACANCY (continued)

- G. The Superintendent shall be responsible for meeting regularly with the affected administrators, staffs, and school committees to facilitate the transfer, and shall provide the necessary support, including financial assistance subject to budgetary limitations.
- H. The Superintendent should regularly monitor the transfer to determine if the objectives of the transfer are being accomplished.

ARTICLE VI - GRIEVANCE

SECTION 1. Grievance, Definition

A grievance shall mean a complaint by an administrator, group of administrators, or the **ASSOCIATION** in its own name, alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement or any policy, rule, regulation or practice.

SECTION 2. Grievance Procedure

- A. Step One** An administrator may present his/her complaint to the Superintendent or his/her designee within fifteen (15) school days, but in no event later than July 15, the end of the following contract year, after he/she has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. The Superintendent shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the administrator and the **ASSOCIATION** within five (5) school days following the conference.
- B. Step Two** If the aggrieved administrator desires to pursue his/her complaint further, he/she must appeal to the **ASSOCIATION**, which will decide whether or not to take the complaint to arbitration. If the complaint does proceed to arbitration, the following rules shall be observed:
1. The **ASSOCIATION** shall file with the Superintendent and the American Arbitration Association a demand for arbitration within fifteen (15) school days after receiving a copy of the decision rendered under Step One of this procedure.
 2. Upon receiving the list of arbitrators from the American Arbitration Association, the parties shall meet and employ the following procedure to select an arbitrator:
 - a. Beginning with the **ASSOCIATION**, the **ASSOCIATION** and the **BOARD** shall alternately strike a name from such list until only one (1) person remains, who shall be the arbitrator.
 3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
 4. The arbitrator so selected will confer with the parties, hold hearings promptly, and will issue his/her decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing.
 5. The award of the arbitrator shall be accepted as final and binding on the **ASSOCIATION**, its members, the administrator or administrators involved, and the **BOARD**. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below, or if no fraud, collusion or duress is present.

ARTICLE VI - Grievance (continued)

6. The fees and expenses of the arbitrator shall be shared equally by the **BOARD** and the **ASSOCIATION**. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
7. It is understood that arbitration is an appellate proceeding and, therefore, neither the **ASSOCIATION** nor the **BOARD** shall be permitted to assert in such arbitration hearing any ground or proposed remedy which was not previously disclosed to the other party at hearings under this provision. However, if either party wishes to assert any new ground or remedy, then the grievance shall be immediately referred back to Step One of this procedure.
8. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of the agreement.
 - a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. His/her powers shall be limited to deciding whether the **BOARD** has violated, misinterpreted, or misapplied any of the terms of this agreement. It is understood that any matter not specifically set forth in this agreement shall not be subject to arbitration.
 - b. He/she shall have no power to decide any question which, under this agreement, is within the authority of the **BOARD** to decide.
9. If the **BOARD** disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine whether he/she has jurisdiction to act, and, if he/she finds he/she has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.
10. The **BOARD** shall not be required to pay back compensation for more than fifteen (15) days prior to the date the grievance was filed.
 - a. No decision in any one (1) case shall require a retroactive adjustment in compensation in any other case.

SECTION 3. General Provisions

- A. The **ASSOCIATION** may have a representative present at each step of the grievance procedure who may represent an administrator and act in his/her place with his/her consent. The **BOARD** or its designated agents, upon receiving a grievance, shall notify the **ASSOCIATION** as to the day, time, and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the **ASSOCIATION** unless the **ASSOCIATION**, in writing, has waived its right to be present or fails to attend the conference.

ARTICLE VI - Grievance (continued)

- B. Each grievance or appeal shall, on forms printed by the **BOARD** and available through the **ASSOCIATION**, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied, by appropriate reference when it happened, where it happened, the allegation of the grievant himself/herself, and the relief requested.
- C. At any conference under this grievance procedure, the administrator, **ASSOCIATION**, and **BOARD** may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
- D. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by mutual agreement expressed by the parties in writing.
- E. A grievance shall always be filed at that step of the grievance procedure where there is authority to render a decision on the grievance.
- F. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness shall be excused from his/her regular duties, with pay, to attend such conference or hearing.
- G. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- H. No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as required and/or provided by law.
- I. The president of the **ASSOCIATION**, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.

ARTICLE VI - Grievance (continued)

- J. Any individual administrator may present grievances to the Superintendent or his/her designee and have the grievances adjusted without intervention of the bargaining representative, provided that the grievant has been given an opportunity to have a bargaining representative present at such adjustment. But should the adjustment be inconsistent with the terms of this collective bargaining agreement or any policy, rule, regulation or practice relating to any matter upon which the **BOARD** is obligated to bargain, the **ASSOCIATION** may, in its own name, appeal that decision at the step of the grievance procedure immediately following the step where the grievance was temporarily resolved.

- K. Once a grievance has been filed, no administrator outside of the unit nor member of the Board of Education shall, upon his/her own initiative, attempt to discuss that grievance with the administrator(s) involved at a time other than during conferences or hearings provided for in the grievance procedure.

ARTICLE VII - EMPLOYMENT REQUIREMENTS

SECTION 1. Employment Requirements

Each administrator shall have a condition of general health sufficient to permit the administrator to successfully perform the expressed and implied duties of the position for which he/she is employed.

The **BOARD** reserves the right to require physical and/or psychological examinations by a **BOARD** approved examiner at **BOARD** expense. In instances where the **BOARD** requires either a physical and/or psychological examination, the administrator shall be given the option of choosing from two or more sources provided by the **BOARD**.

ARTICLE VIII - CURRICULUM CHANGE, PROFESSIONAL GROWTH

SECTION 1. Curriculum Change

ASSOCIATION members will be involved in any curriculum change presented to the Board of Education through its representation on the D-SIC Committee. The **ASSOCIATION** may present its position on any curriculum change to the Superintendent prior to the change being presented to the **BOARD**.

SECTION 2. Professional Growth and Development

The Board of Education and the **ASSOCIATION** recognize the importance of professional growth and development. One of the ways in which **ASSOCIATION** members can update knowledge and skills is through attendance at local, state, and national workshops and conferences. Every effort will be made to solicit administrator input at principal's meetings or retreats with regard to professional development concepts or topics.

Administrators may attend one national or state conference per year, approved by the Superintendent, within the confines of the reimbursable limits of conference expenses paid by the **BOARD**. The Superintendent may recommend an administrator's attendance at additional conferences. The expenses attached to such recommended conferences will be borne by the **BOARD**.

The outcomes to be achieved by attendance at the conference must support the Lakeview Public Schools exit outcomes and be aligned with at least one of the following:

1. building school improvement plans
2. the district strategic plan
3. goals established by the Superintendent.

The Superintendent shall determine if the above conditions are met prior to approval.

ARTICLE IX - PROTECTION

SECTION 1. Protection

- A. Support and Assistance. The **BOARD** recognizes its responsibility to provide all reasonable support and assistance to administrators with respect to maintenance of control and discipline in the schools.
- B. Abuse/Assaults. Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.
- C. Any case of assault upon an administrator during performance of duty shall be promptly reported to the **BOARD** or its designated representative. The **BOARD** attorney will advise the administrator of his/her rights and obligations with respect to such assault.
- D. Any charge directed toward an administrator shall be promptly called to the administrator's attention and the plaintiff's identity revealed. If a written record of such complaint is to become a part of the administrator's file, the administrator so charged will receive a copy of the complaint and ample time to present a defense. The administrator shall have the right to **ASSOCIATION** representation.
- E. Insurance. The **BOARD** shall either hold the administrator harmless or insure him/her in an amount up to \$1,000,000, or to the extent such coverage is available. Notification of the amount of coverage shall be made to **ASSOCIATION** members each September and if coverage changes, full information relating to any changes in coverage will be forwarded to the **ASSOCIATION** President.
- F. Compensation. An administrator temporarily absent from his/her duties as a result of an assault or suit while employed in school activities, and the assault or suit is related to performance of duties, shall receive full pay and shall not have the absence charged against his/her sick leave accumulation.

ARTICLE X - LEAVES

SECTION 1. Leave Days

- A. Each current full-time administrator shall receive leave days at the rate of fourteen (14) days per year, accumulating to one hundred eighty (180) days.

Leave days may be used for illness (personal or family), personal business, or bereavement.

Upon retirement, each current administrator will be paid at a rate of \$60.00 per day up to 180 days.

- B. **Jury Duty.** Any principal called to court for jury duty, or as a participant, due to work-related reasons, shall receive full salary, minus the amount paid by the court. Such days shall not be charged against accumulated leave days.

SECTION 2. Sick Bank

- A. The Board of Education shall grant the **ASSOCIATION** a total of one hundred (100) days to be used by the **ASSOCIATION** as a sick bank. The **BOARD** shall have no further responsibility to fund or administer the bank. The **ASSOCIATION** will have exclusive responsibility to grant days from the bank. The rules and regulations governing the use of days shall comply with any and all legal requirements.

SECTION 3. Other Leaves

- A. **Professional Leave.** The **BOARD** agrees that administrators may take professional growth leave without pay to pursue an approved program of professional advancement. During said leave, seniority shall accumulate.
- B. **General Leave.** The administrator may be granted general leave for periods of up to a year without pay or seniority for any reason upon application. Such leaves shall not unreasonably be denied.
- C. **Snow Days.** Principals and assistant principals will not be required to report to work on days when the district is closed to students due to inclement weather. The superintendent or designee can require principals and assistant principals to report to work for the purpose of handling an emergency situation; however, a principal or assistant principal may use a personal leave day for an absence in this situation.

ARTICLE X – LEAVES (continued)

D. Child Care (Short Term Leave)

1. A principal who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as a principal with a natural born child.
2. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a principal shall be granted a short-term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the principal may elect to extend the child care leave one (1) additional semester.

E. Child Rearing (Long Term Leave)

Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a principal shall be granted a leave, without pay or benefits, of up to one (1) year.

F. Family medical leaves (FMLA) will run concurrent with any leave request pursuant to Board policy.

G. Conditions. The right to return and seniority is conditioned by the terms of the leave.

ARTICLE XI - WORK YEAR/WORK DAY

SECTION 1. Work Year/Work Day

All principals will work a base work year of 203days elementary principals, and 213 days for secondary principals. The superintendent may require five (5) additional workdays (208 or 218), Those additional five days will attempt to be set before May 15, but no later than June 30. The additional days will be scheduled during a Monday-Friday time period without additional pay.

Administrators shall be at work during the two weeks immediately after the close of school in June and two weeks before the opening of school in September. Administrators shall be excused from work on the p.m. half day before Thanksgiving, Winter and Spring Breaks.

SECTION 2. HOLIDAYS

- New Year's Day
- Winter Break (2 days)
- Good Friday
- Easter Monday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving
- Friday After Thanksgiving
- Christmas Eve
- Christmas Day

ARTICLE XII - EVALUATION

The purpose of this evaluation procedure is to inform administrators whether their job performance is acceptable or in need of improvement. Where administrators have been found to have demonstrated acceptable performance, this procedure is designed to assist administrators to continuously improve their job performance. The Superintendent shall administer a program of evaluation for all administrators which shall be directed toward helping them succeed in their respective appointments.

- a. This model consists of goal setting and coaching for improved performance. Great flexibility shall be allowed in order to maximize individual improvement opportunities for those deemed satisfactory.
- b. By September 30 of each year, the Superintendent and the satisfactory administrator will identify and agree upon a specific statement of the two goals, the specific outcomes expected, the actions to be taken to achieve the goals, the resources and assistance needed by the administrator to attain the goal, and the methodology and criteria which will be used to measure the attainment of the goals.
- c. The performance of all administrators is presumed to be satisfactory until there is evidence to the contrary.
- d. If the Superintendent intends to rely upon any items of a negative nature, they shall be brought to the building administrator's attention at a meeting held in a timely fashion after the Superintendent has knowledge of the concerns, after a proper investigation, and will be subsequently verified in writing within one (1) week of the meeting. A building administrator determined to be in need of improvement shall be notified on or before July 31. A conference will be held to explain such a determination and the specifics which support it.
- e. By September 30 of each year, if the performance of the administrator is judged as needing specific improvement, the Superintendent may then establish no more than two goals to be achieved by the cited administrator.
- f. Failure to improve sufficiently to achieve acceptable standards, as agreed upon in "e" of this section, shall be dealt with in compliance with Article II.
- g. An administrator shall be entitled to Association representation upon request.

Building Administrator Assistance Program

The Board will make available to building administrators an employee assistance program. No record will be kept of voluntary use of the program. Only the fact of a referral by the District and a record of an individual's attendance will be kept.

ARTICLE XIII – COMPENSATION

Principals' Salary Schedule 2001-2002

Based on a raise of 3.00%

	Step						
	0	1	2	3	4	5	6
Base Salary							
High School Principal	84,233	86,760	88,935	89,824	90,714	91,603	92,493
High School Asst. Principal	79,067	81,439	83,614	84,451	85,286	86,122	86,959
Middle School Principal	82,019	84,480	86,655	87,521	88,387	89,255	90,121
Middle School Asst. Principal	77,591	79,919	82,094	82,914	83,735	84,556	85,377
Elementary Principal	80,543	82,959	85,135	85,985	86,836	87,688	88,539
Base Salary w/Extra Days							
High School Principal	88,487	91,142	93,316	94,249	95,182	96,115	97,048
High School Asst. Principal	83,066	85,558	87,733	88,611	89,488	90,365	91,243
Middle School Principal	86,164	88,749	90,923	91,833	92,742	93,651	94,560
Middle School Asst. Principal	81,517	83,963	86,137	86,999	87,860	88,722	89,583
Elementary Principal	80,543	82,959	85,135	85,985	86,836	87,688	88,539
Master's Degree w/Extra Days							
High School Principal	89,151	91,826	94,000	94,934	95,867	96,800	97,734
High School Asst. Principal	83,730	86,242	88,417	89,295	90,172	91,050	91,928
Middle School Principal	86,828	89,433	91,608	92,518	93,427	94,336	95,245
Middle School Asst. Principal	82,182	84,647	86,822	87,683	88,544	89,406	90,267
Elementary Principal	81,177	83,612	85,787	86,638	87,488	88,340	89,192
Ed Specialist Degree w/Extra Days							
High School Principal	89,594	92,282	94,457	95,389	96,323	97,257	98,190
High School Asst. Principal	84,174	86,699	88,874	89,751	90,629	91,506	92,383
Middle School Principal	87,271	89,889	92,064	92,974	93,882	94,792	95,701
Middle School Asst. Principal	82,625	85,104	87,279	88,140	89,001	89,862	90,723
Elementary Principal	81,599	84,047	86,221	87,073	87,924	88,775	89,626
Doctorate Degree w/Extra Days							
High School Principal	90,702	93,423	95,597	96,532	97,465	98,398	99,330
High School Asst. Principal	85,281	87,839	90,015	90,892	91,770	92,647	93,525
Middle School Principal	88,379	91,030	93,205	94,114	95,025	95,933	96,843
Middle School Asst. Principal	83,733	86,245	88,419	89,280	90,141	91,004	91,865
Elementary Principal	82,655	85,135	87,309	88,161	89,011	89,862	90,714

Principals' Salary Schedule 2002-2003

Based on a raise of 3.00%

	Step						
	0	1	2	3	4	5	6
Base Salary							
High School Principal	86,760	89,363	91,603	92,519	93,436	94,351	95,268
High School Asst. Principal	81,439	83,882	86,123	86,984	87,845	88,706	89,568
Middle School Principal	84,480	87,014	89,255	90,147	91,039	91,932	92,825
Middle School Asst. Principal	79,919	82,316	84,557	85,401	86,247	87,092	87,938
Elementary Principal	82,959	85,448	87,689	88,565	89,441	90,319	91,195

Base Salary w/Extra Days							
High School Principal	91,142	93,876	96,115	97,077	98,038	98,999	99,959
High School Asst. Principal	85,558	88,125	90,365	91,239	92,173	93,076	93,980
Middle School Principal	88,749	91,411	93,651	94,588	95,524	96,460	97,397
Middle School Asst. Principal	83,963	86,481	88,721	89,609	90,496	91,384	92,271
Elementary Principal	82,959	85,448	87,689	88,565	89,441	90,319	91,195

Master's Degree w/Extra Days							
High School Principal	91,826	94,580	96,820	87,782	98,743	99,704	100,666
High School Asst. Principal	86,242	88,829	91,070	91,974	92,878	93,781	94,685
Middle School Principal	89,433	92,116	94,356	95,293	96,230	97,166	98,102
Middle School Asst. Principal	84,647	87,187	89,426	90,313	91,200	92,088	92,975
Elementary Principal	83,612	86,121	88,360	89,238	90,113	90,990	91,868

Ed Specialist Degree w/Extra Days							
High School Principal	92,282	95,050	97,291	98,251	99,212	100,174	101,136
High School Asst. Principal	86,699	89,300	91,540	92,444	93,438	94,251	95,154
Middle School Principal	89,889	92,586	94,826	95,763	96,699	97,636	98,572
Middle School Asst. Principal	85,104	87,657	89,897	90,784	91,671	92,558	93,445
Elementary Principal	84,047	86,568	88,808	89,685	90,562	91,438	92,315

Doctorate Degree w/Extra Days							
High School Principal	93,423	96,226	98,465	99,428	100,389	101,350	102,310
High School Asst. Principal	87,839	90,475	92,715	93,619	94,523	95,427	96,331
Middle School Principal	91,030	93,761	96,001	96,938	97,875	98,811	99,748
Middle School Asst. Principal	86,245	88,832	91,072	91,959	92,846	93,734	94,621
Elementary Principal	85,135	87,689	89,928	90,806	91,681	92,558	93,436

Principals' Salary Schedule 2003-2004

Based on a raise of 4.00%

	Step						
	0	1	2	3	4	5	6
Base Salary							
High School Principal	90,230	92,937	95,268	96,220	97,173	98,125	99,078
High School Asst. Principal	84,697	87,237	89,568	90,464	91,358	92,254	93,150
Middle School Principal	87,859	90,495	92,825	93,753	94,681	95,610	96,537
Middle School Asst. Principal	83,115	85,609	87,939	88,817	89,697	90,576	91,456
Elementary Principal	86,278	88,866	91,196	92,108	93,019	93,931	94,843

Base Salary w/Extra Days							
High School Principal	94,787	97,631	99,960	100,960	101,959	102,959	103,957
High School Asst. Principal	88,980	91,650	93,980	94,920	95,860	96,799	97,739
Middle School Principal	92,299	95,068	97,397	98,371	99,345	100,319	101,293
Middle School Asst. Principal	87,321	89,941	92,270	93,193	94,116	95,039	95,962
Elementary Principal	86,278	88,866	91,196	92,108	93,019	93,931	94,843

Master's Degree w/Extra Days							
High School Principal	95,499	98,364	100,693	101,693	102,693	103,693	104,692
High School Asst. Principal	89,692	92,382	94,713	95,653	96,593	97,533	98,473
Middle School Principal	93,010	95,800	98,131	99,105	100,079	101,052	102,027
Middle School Asst. Principal	88,033	90,674	93,004	93,926	94,848	95,772	96,694
Elementary Principal	86,957	89,566	91,895	92,807	93,717	94,630	95,542

Ed Specialist Degree w/Extra Days							
High School Principal	95,973	98,852	101,183	102,181	103,181	104,181	105,181
High School Asst. Principal	90,167	92,872	95,201	96,141	97,081	98,021	98,960
Middle School Principal	93,485	96,289	98,619	99,594	100,567	101,541	102,515
Middle School Asst. Principal	88,508	91,163	93,493	94,416	95,338	96,261	97,183
Elementary Principal	87,409	90,031	92,360	93,273	94,184	95,095	96,008

Doctorate Degree w/Extra Days							
High School Principal	97,160	100,075	102,404	103,405	104,404	105,404	106,402
High School Asst. Principal	91,353	94,094	96,424	97,364	98,304	99,244	100,184
Middle School Principal	94,672	97,512	99,841	100,815	101,790	102,764	103,738
Middle School Asst. Principal	89,695	92,386	94,715	95,637	96,560	97,483	98,405
Elementary Principal	88,540	91,196	93,525	94,438	95,348	96,261	97,173

SECTION 2. Outside Experience

New administrators are to be hired at the minimum salary; consideration may be given for previous experience and training.

SECTION 3. Extended Work Year

A principal and/or Superintendent may, in extenuating circumstances, request that the principal's work year be extended at the individual's per diem rate of pay. The request shall be in writing to the principal or Superintendent and will state the reasons the time is needed. The Superintendent has the sole right to authorize such a work year extension.

SECTION 4. Travel

- A. Each administrator will receive \$500 per year in a separate accounts payable check, for travel within Macomb County.
- B. For out-of-county travel, administrators will keep accurate records of mileage. Compensation will be per Board policy.
- C. Pay-outs will occur the first pay period in December.

SECTION 5. Dues

The Board of Education will pay professional dues to one national and one state organization.

SECTION 6. Tuition Reimbursement

The **BOARD** will assume the cost of renewal of administrator certificate fees if the district requires such a certificate.

SECTION 7. Additional Duties

An administrator assigned the additional duties of another bargaining unit administrator caused by the long term absence of that administrator (over 20 school days) shall receive the greater amount of the difference between his/her salary and that of the absent administrator, pro-rated for the time assigned those duties

SECTION 8. Direct Deposit for All Members

Effective August 1, 2005, all bargaining unit members shall have one hundred percent (100%) of their wages paid through direct deposit.

ARTICLE XIV - FRINGE BENEFITS

SECTION 1. Fringe Benefits

A. Insurance Benefits

1. The Board shall provide all insurance benefits listed in PLAN A as listed below for all administrators in the bargaining unit, except for those administrators electing benefits under PLAN B as listed below. Additionally, the Board shall provide the Long Term Disability Insurance benefits listed below for all administrators. Such benefits shall be provided, without cost to the administrators, to each administrator, and his/her dependents.

2. a. PLAN A

i. HEALTH INSURANCE

(a) Medical health coverage shall be Blue Cross Blue Shield Community Blue 1 (CB1) plan, with \$10 office visit co-pay and the following riders: CNM, CNP, CRNA, DC, ECIP, ESRD, GCO, GCP-D, GLE-1, GPC-SAT2, HIT, HMN, ICMP, ASFP, BCP-PPO, BMT, CB-MH 0%, CB-MHP, CB-PCB, CB-PCM (750), CBPPO1, MLOS, ODMP, PDC, RAPS, ROMS, SD, SOCT, SOT-PE, SUBRO2, TBHD, XVA-2, MM65, MMC-PD. The funding arrangement shall be determined at the discretion of the district.

(b) A prescription program shall be provided through a third-party administrator with a \$5 generic and \$20 brand name co-pay. In addition, members may receive a three-month supply of maintenance prescription drugs for a one-month co-pay at either retail or mail order pharmacies. The prescription drug program will provide the same or better level of access to medications as Blue Cross Preferred Prescription Drug Card.

ii. DENTAL INSURANCE

Dental coverage shall have the following benefits: Class I (diagnostic/preventive) 100%, Class II (restorative) 90%, Class III (major restorative) 90%, Class IV (orthodontic) 80%. There will be a maximum annual benefit of \$1250 on Classes I, II, III, and a lifetime maximum of \$1500 on Class IV. The 100/90/90/80 dental plan is an indemnity, self-funded plan administered by a third party administrator. It does not utilize a network and claims will be paid directly to the provider.

ARTICLE XIV - FRINGE BENEFITS (continued)

iii. LIFE INSURANCE

Term Life Insurance in the amount of seventy-five thousand (\$75,000) for the administrators only. Such insurance protection shall be paid to the administrator's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. Employees may purchase additional life for self and family members at the group rate to the limits of the carrier.

iv. VISION INSURANCE

Vision coverage shall be a 12/12/12 vision program administered by a third party administrator.

The plan will pay up to \$35 for an optometrist and \$45 for an ophthalmologist, once every twelve months. It will cover up to \$55 for standard eyeglass frames once every twelve months. It will also cover eyeglass and contact lenses once every twelve months up to the following amounts:

EYEGLOSS LENSES:

	Clear	Tints	Polarized
Single Vision	\$ 38	\$ 42	\$ 56
Bifocal	\$ 60	\$ 70	\$ 90
Trifocal	\$ 72	\$ 84	\$ 110
Lenticular	\$108	\$118	\$ 138

Contact lenses: \$115 (\$200 if contact lenses are medically necessary).

This 12/12/12 vision plan is an indemnity, self-funded plan. It does not utilize a network and claims will be paid directly to the provider.

v. LONG TERM DISABILITY INSURANCE

The Board will provide, without cost to the administrators, Long-Term Disability Insurance. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of seven thousand dollars (\$7,000) and shall begin after the expiration of ninety (90) calendar days or after the modified fill requirements of the contract are met.

ARTICLE XIV - FRINGE BENEFITS (continued)

vi. PAYMENT-IN-LEIU

A full time administrator who opts out of Plan A and is covered by an alternative medical/prescription program will be paid \$3000 annually on a bi-weekly basis beginning at the conclusion of the open enrollment period.

b. PLAN B

Administrators not electing insurance benefits as described in Section N. 1. A & B. above shall be provided by the Board with the following insurance benefits. The benefits listed below shall be provided, without cost to administrators, to each administrator, not enrolled in benefits under Section N.

1. A & B. above, and his/her eligible dependents.

i. DENTAL INSURANCE AS DESCRIBED ABOVE UNDER PLAN A.

ii. LIFE INSURANCE

Term Life Insurance in the amount of seventy-five thousand (\$75,000) for the administrator only. Such insurance protection shall be paid to the administrator's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. Employees may purchase additional life for self and family members at the group rate to the limits of the carrier.

ii. VISION INSURANCE AS DESCRIBED ABOVE UNDER PLAN A.

iv. LONG TERM DISABILITY INSURANCE AS DESCRIBED ABOVE UNDER PLAN A.

C. **Benefit Eligibility**

Commencement and duration of coverage, nature and amount of benefits and all other aspects of coverage shall be as set forth in the group policy and the rules and regulations of the district or carrier. The employer's only responsibility shall be payment, if required, of the premiums for benefits specified in this article.

Carrier selection, with the exception of MESSA, unless mutually agreed upon, shall remain the prerogative of the district and coverage provisions indicated may vary, but will be comparable to that agreed upon.

ARTICLE XIV - FRINGE BENEFITS (continued)

1/10/2007

D. Duplication of Insurance Benefits

There shall be no duplication of insurance benefits. The employee must notify the Business Office of any personal insurance coverage or coverage from spouse's insurance plan that is a duplicate of Lakeview Public Schools' coverage. It is agreed that employees shall not knowingly cause the **BOARD** to provide insurance benefits that is a duplication of coverage held by the employee. The **ASSOCIATION** shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

E. Duration of Coverage

Subject to the terms of the contract, it is the intent of the parties that benefits provided in Article XIV shall commence per the provisions of the collective bargaining agreement. Coverage shall remain in effect continuously for the duration of this agreement as long as the individual is actively employed by the Board. Benefits shall terminate at the end of the month in which the individual last works or when the person becomes eligible for insurance coverage from another source.

ARTICLE XV - NONDISCRIMINATION

The **BOARD** shall not, directly or indirectly, discriminate against any member of the **ASSOCIATION** in regard to wages, hours, or working conditions or in the application of the provisions of this agreement by reason of race, creed, religion, color, national origin, disability, age, *gender*, marital status, political beliefs, or union membership.

ARTICLE XVI - VALIDITY OF AGREEMENT

SECTION 1.

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties.

SECTION 2.

Should any article, section or clause of this agreement be declared invalid by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement but the remaining article, sections and/or clauses shall remain in full force and effect for the duration of the agreement.

ARTICLE XVII - DURATION OF AGREEMENT

This agreement shall be effective as of August 1, 2004, and shall remain in full force and effect until midnight July 31, 2009.

At least sixty (60) days prior to the termination of this agreement either party may give the other party notice, by registered mail, of its desires to terminate, modify or amend this agreement. Upon receipt of this notice the parties will promptly make arrangements to commence negotiating a successor agreement. In the event that neither party gives notice to the other of its intention to terminate, modify or amend this agreement at least sixty (60) days prior to the expiration date, then the agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

ARTICLE XVIII - MISCELLANEOUS

SECTION 1. Purchaser Option

An administrator may purchase, at cost, additional insurance coverage granted members of other bargaining units as long as insurance company rules permit.

SECTION 2. Consolidation

The **ASSOCIATION** shall be invited to meet with the **BOARD** to discuss any potential plans for consolidation at such time as the **BOARD** deems appropriate.