

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**LAKEVIEW PRINCIPALS
ASSOCIATION, INC.**

AND

LAKEVIEW BOARD OF EDUCATION

2009 - 2017

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

This **AGREEMENT** entered into this 12th day of October, 2009, 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**.

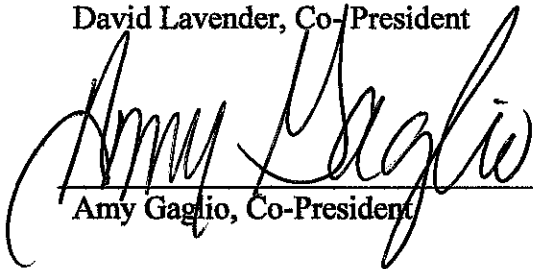
This **AGREEMENT** shall continue in effect for a period commencing August 1, 2009, and ending July 31, 2011.

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.**



David Lavender, Co-President



Amy Gaglio, Co-President

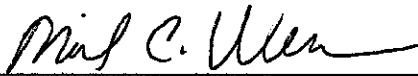


Diane Koenig, Treasurer

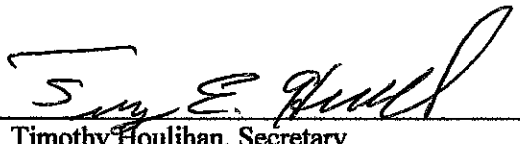
**LAKEVIEW BOARD
OF EDUCATION**




Daniel Dombrowski, President



Michael C. Wenner., Vice-President



Timothy Houlihan, Secretary



Karl D. Paulson, Superintendent

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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.

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 Superintendent/Designee.
- 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.

- H. The Superintendent will 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 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.

7/30/2010

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 and state 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 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.

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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.

ARTICLE XI - WORK YEAR/WORK DAY

SECTION 1. Work Year/Work Day*

All principals will work a base work year. Elementary principals base year shall consist of two hundred and eight (208) days and Secondary principals base year shall consist of two hundred eighteen (218) days.

*If principals elect to work on Martin Luther King, Jr. Day, the yearly work obligation is reduced by one day.

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
- Martin Luther King, Jr. 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. Any items of a negative nature shall be brought to the building administrator's attention in a timely fashion. After a proper investigation, it will be verified in writing within one (1) week of the notification. 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.

2009-10 Salary Schedule

1% on 2008-09 Salary Schedule

	Work Days Per Year	Step							
		0	1	2	3	4	5	6	7
Master's Degree									
High School Principal	218	\$107,457	\$109,129	\$112,403	\$115,064	\$116,207	\$117,350	\$118,493	\$119,636
High School Asst. Principal	218	\$97,393	\$99,065	\$105,567	\$108,231	\$109,305	\$110,379	\$111,453	\$112,527
Middle School Principal	218	\$104,613	\$106,285	\$109,473	\$112,137	\$113,250	\$114,363	\$115,475	\$116,588
Middle School Asst. Principal	218	\$98,925	\$100,598	\$103,615	\$106,278	\$107,332	\$108,385	\$109,441	\$110,497
Elementary Principal	208	\$97,696	\$99,368	\$102,349	\$105,011	\$106,053	\$107,093	\$108,136	\$109,178

2010-11 Salary Schedule

1% on 2010-11 Salary Schedule

	Work Days Per Year	Step							
		0	1	2	3	4	5	6	7
Master's Degree									
High School Principal	218	\$108,532	\$110,220	\$113,527	\$116,215	\$117,369	\$118,523	\$119,678	\$120,832
High School Asst. Principal	218	\$98,367	\$100,056	\$106,623	\$109,313	\$110,398	\$111,483	\$112,568	\$113,653
Middle School Principal	218	\$105,659	\$107,348	\$110,568	\$113,258	\$114,382	\$115,506	\$116,629	\$117,753
Middle School Asst. Principal	218	\$99,915	\$101,604	\$104,652	\$107,341	\$108,405	\$109,469	\$110,535	\$111,601
Elementary Principal	208	\$98,673	\$100,362	\$103,373	\$106,061	\$107,113	\$108,164	\$109,217	\$110,270

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 renewal cost of the administrator 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

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 eligible 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 \$0 generic, \$20 brand name co-pay **IF NO GENERIC IS AVAILABLE. IF A GENERIC IS AVAILABLE AND THE MEMBER CHOOSES THE BRAND NAME, THE CO-PAY WILL BE \$30. IF THE BRAND NAME DRUG IS A MEDICAL NECESSITY DETERMINED AND DOCUMENTED BY THE MEMBER'S PHYSICIAN, THEN THE CO-PAY WILL BE \$20.** 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.
 - (c) **BEGINNING WITH THE 2010-2011 SCHOOL YEAR, A \$100/\$200 DEDUCTIBLE WILL BE ADDED TO THE ABOVE STATED PLAN.**

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

The Board will provide 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 to an optometrist and \$45 to 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)

b. PLAN B

Administrators not electing insurance benefits as described in Article XV Section 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.

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

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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 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)

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 of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no professional staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin or ancestry, age, gender, marital status, sexual orientation, disability, height, weight, and/or any other legally protected characteristic, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in its programs, activities, or employment.

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, 2009, and shall remain in full force and effect until midnight July 31, 2011.

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.

This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms or obligations herein contained shall be effected, modified, altered or changed to the detriment of the other party whatsoever by voluntary consolidation, merger, or assignment of either party hereto.

LETTER OF UNDERSTANDING

Between

**LAKEVIEW PUBLIC SCHOOLS
BOARD OF EDUCATION**

And

LAKEVIEW PRINCIPAL'S ASSOCIATION, INC.

The Board of Education and the Lakeview Principal's Association recognize the inherent value in quality leadership both at the building level and on a district-wide basis. To that end, Mrs. Sherry Michalowicz has been appointed to the role of .25 FTE Middle School Assistant Principal and .75 FTE Response to Intervention Coordinator for the 2009-2010 school year.

It is anticipated that this role will be maintained for the 2010-2011 school year. It is the parties' intention that Mrs. Michalowicz will continue in this role.

If this position ceases to exist or if Mrs. Michalowicz elects to relinquish her role, she will be returned to her former position as Middle School Assistant Principal with appropriate advancement on the salary schedule.

For the Lakeview Public Schools Board of Education
the Lakeview Principals Association, Inc.

For

Date

Date

7/30/2010