

**P
R
I
N
C
I
P
A
L
S**



**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**LAKEVIEW PRINCIPALS
ASSOCIATION, INC.**

AND

LAKEVIEW BOARD OF EDUCATION

2019-2023

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

This **AGREEMENT** entered into on April 16, 2019 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, 2019**, and ending **July 31, 2023**.


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.**

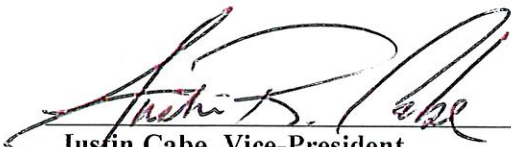
**LAKEVIEW BOARD
OF EDUCATION**



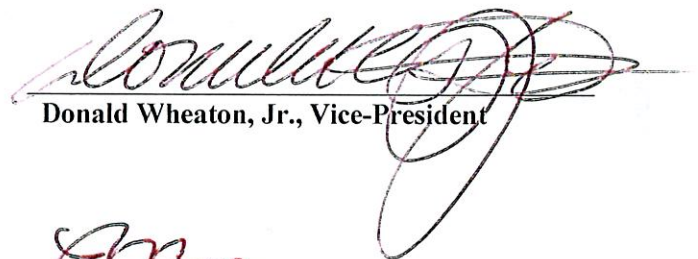
Christopher Hahn, President



Daniel Dombrowski, President



Justin Cabe, Vice-President




Donald Wheaton, Jr., Vice-President



Jennifer Zaborowski, Treasurer



Robbyn Martin, Secretary



Karl D. Paulson, Superintendent

Date 5/21/19

Date 5/21/19

Index

Article	Page
Preamble	5
I Recognition	6
Recognition of the Association	
Exclusive Collective Bargaining Agreement	
Authority of the Board	
Scope of Agreement	
Association Membership	
Definitions	
Distribution of Agreement	
Administrator and Board Relations	
Tenure Exclusion	
II Discharge, Discipline	7
Discipline	
Discharge of Administrators	
III Reduction of Staff	7
IV Association Rights	8
Building Use	
Communications	
New Hires	
Right to Privacy	
Right to Know	
Pupil Assignment	
Student Discipline	
Administrative Assignments	
V Transfer by Vacancy	9
VI Grievance	10
Grievance, Definition	
Grievance Procedure	
General Provisions	
VII Employment Requirements	12
VIII Curriculum Change, Professional Growth	12
Curriculum Change	
Professional Growth and Development	
IX Protection	13
Support and Assistance	
Abuse/Assaults	
Insurance	
Compensation	
X Leaves	14
Leave Days	
Sick Bank	
Other Leaves	
Inclement Weather and School Closing Days	
XI Work Year/Work Day	15
XII Evaluation	15
Building Administration Assistance Program	
XIII Compensation	16

	Salary Grid	
	Merit	
	Attendance Incentive	
	Outside Experience\	
	Extended Work Year	
	Extra-Duty District Responsibilities	
	Travel	
	Dues	
	Tuition Reimbursement	
	Additional Duties	
XIV	Fringe Benefits	20
XV	Nondiscrimination	23
XVI	Validity of Agreement	24
XVII	Duration of Agreement	24
XVIII	Miscellaneous	24
	Purchaser Option	
	Consolidation	
	Evaluation Form	25
Appendix A-	Extra-Duty District Responsibility Off-Schedule Stipends	38

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.

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:

- Ability to perform the assignment related to the job description.
- Administrative academic training.
- Certification requirements.

- Length and area of professional experience.
 - Length of service within the bargaining unit.
 - Professional growth relating to the job description.
 - 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.

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.
- 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.
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.
- 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 conferences.
- 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 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.
- 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 District School Improvement Committee (DSIC). 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 conferences/workshops, approved by the Superintendent/Designee, within the confines of the reimbursable limits of conference expenses paid by the Board. The Superintendent may recommend an administrator's attendance at conferences/workshops. 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. District School Improvement Plan
3. the District Strategic Plan
4. goals, school and individual goals, developed in collaboration with the administrator and/or the Superintendent.

The Superintendent/Designee 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. Inclement Weather and School Closing Days

Principals and assistant principals will not be required to report to work (up to three (3) days per year) on days when the District is closed to students due to inclement weather. Should the District be closed to students due to inclement weather in excess of three (3) days, principals and assistant principals will be required to report to work, utilize one of their personal leave days, or be docked their per diem daily rate of pay should they not have any leave days remaining. 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.

In the event that a building is closed to students due to mechanical, electrical or structural failures, building principals and assistant principals are still expected to report to work. Depending on the circumstances, principals and assistant principals may be required to report to a different location.

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. Dean of Student's base year shall consist of one hundred and ninety eight (198) days. Elementary principal's base year shall consist of two hundred and eight (208) days and secondary principal's base year shall consist of two hundred eighteen (218) days.

*If principals elect to work on Martin Luther King, Jr. Day, the day will count towards the yearly work obligation.

Administrators shall be at work during scheduled student days and mutually agreed upon days outside of the student calendar. 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	Labor Day
Winter Break (2 days)	Thanksgiving
Good Friday	Friday after Thanksgiving
Easter Monday	Christmas Eve
Memorial Day	Christmas Day
4 th of July	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.

The parties agree that in the event a Lakeview school becomes subject to action as dictated by MCL 380.1280C by reason of its being in the bottom 5% as a Priority School, the Transformational Model will be used as the intervention model. The relocation to another administrative assignment within the District of the building principal will be determined by the Superintendent.

- 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.

**ARTICLE XIII – COMPENSATION
PRINCIPALS' SALARY SCHEDULE**

SECTION 1. Salary Grid

2019-2023 BASE SALARY

Master's Degree	Work Days Per Year	Step									
		0	1	2	3	4	5	6	7	8	9
H S Principal	218	\$114,022.74	\$116,349.36	\$117,997.68	\$119,644.98	\$121,293.30	\$122,941.62	\$124,589.94	\$126,238.26	\$127,885.56	\$129,533.88
H S Asst. Principal	218	\$103,343.34	\$105,452.70	\$107,499.84	\$109,549.02	\$111,597.18	\$113,645.34	\$115,694.52	\$117,742.68	\$119,790.84	\$121,840.02
M S Principal	218	\$111,004.56	\$113,268.96	\$114,890.76	\$116,511.54	\$118,132.32	\$119,753.10	\$121,373.88	\$122,995.68	\$124,616.46	\$126,236.22
M S Asst. Principal	218	\$104,970.24	\$107,112.24	\$108,677.94	\$110,243.64	\$111,809.34	\$113,376.06	\$114,941.76	\$116,507.46	\$118,072.14	\$119,637.84
Elem Principal	208	\$103,664.64	\$105,781.14	\$107,334.60	\$108,888.06	\$110,442.54	\$111,996.00	\$113,550.48	\$115,103.94	\$116,658.42	\$118,211.88
Dean - BA/BS	198	\$67,131.30	\$68,809.20	\$70,528.92	\$72,292.50	\$74,099.94	\$75,952.26				
Dean - MA/MS	198	\$76,549.98	\$78,463.50	\$80,424.96	\$82,436.40	\$84,496.80	\$86,609.22				

Salary Schedule Addition- Revenue Impact	
Revenue Exceeds	Wage Impact
-\$625,000	-1.5% Off Schedule and No Steps Lanes On Schedule
-\$450,000	-1% Off Schedule and No Steps Lanes On Schedule
-\$200,000	-.5% Off Schedule and No Steps Lanes On Schedule
\$0	0% and No Steps Lanes On Schedule
\$450,000 (Fund Balance Growth)	0% and No Steps Lanes On Schedule
\$550,000	.5% Off Schedule and No Steps Lanes On Schedule
\$750,000	.75% Off Schedule OR Step On Schedule (depending on the employee's on the employee's step status)
\$825,000	1% Off Schedule OR Step On Schedule (depending on the employee's step status) Lanes On Schedule
\$1,300,000	1% and Steps On Schedule Lanes On Schedule
\$1,550,000	1.5% and Steps On Schedule Lanes On Schedule
\$1,800,000	2% and Steps On Schedule Lanes On Schedule

- The Board of Education believes that the District's Fund Balance needs to be grown to get back up to the Board's fund balance goal of 8-10% ratio to overall operating expenses. If fund balance percentage exceeds 9% (fund balance divided by total revenues), members will receive an off-schedule payment of 1% of their annual base salary from the fiscal year the fund balance exceeded 9%, as reported on the financial audit (Approximately in October each year).
- The District's current averaged MPSEER retirement rate is 38.39%. The State contributes 12.21% to offset the cost to the District, with the District being responsible for paying 26.18%. The wage structure above is dependent on the District's responsibility for the MPSEERS retirement rate not to exceed 27.0%. If the District's responsibility for the MPSEERS retirement rate exceeds 27%, both parties will be required to reopen the Revenue Salary Formula portion of the contract.
- The revenue identified in the Salary Schedule Addition- Revenue Impact above is limited to lines 22a Prop A Obligation and 22b Discretionary Payment, as reported on the December State Aid Status Report, and Local revenue identified in Accounting Class Code 111 (Per the State of Michigan 1022 Accounting Manual), and any additional unrestricted revenue from a county-wide or regional millage. It does not include allocations for categorical programs or other sources. (E.g. Title I, At Risk 31 A, Special Education Headlee Obligation 51C, Sale of a building, etc.)
- The calculation for the "Revenue Exceeds" column shall be as follows:
 - The difference between Line 22a and 22b revenue as reflected on the current and previous year December State Aid Status Reports.

- The difference between the Accounting Class Code 111 revenue (Property Taxes) received by the District, as reported on audited financial records, in the current and previous fiscal years.
- Any additional unrestricted revenue from a county-wide or regional millage.
- Should the basic components of the per pupil foundation grant used herein be changed in future fiscal years, the parties agree to meet prior to December 2018 to determine, what, if any, effect the change has on this formula.
- Wage impact actions noted above will be in effect from January 1-December 31st of each year.
- If health care (medical and Rx) expense claims are \$200,000, or more, above or below the district's approved original General Fund budget as compared to actual expense claims (per annual financial audit) the expense difference above or below \$200,000 will be added or subtracted from the revenue amounts listed on the wage impact chart above. (See example below.)
- Because it is not the intent by either party to advance steps for newly hired members in their first year of employment, all employees hired between August 1st and December 31st of any year will receive the % increases and lanes for the wage impacts triggered by additional revenue but will not advance in steps in their first year of employment with the district. In their second year of employment with the district, they will be entitled to the wage impacts, identified in the Collective Bargaining Agreement. In the event a wage reduction is triggered (such as 1% against the base), the employee would face this change because it relate to all employees from the base. In other words, a first year employee cannot make more than a second year employee in the same position with the same credentials on the wage grid.

Health Care Example: The district's original approved budget for the 2017-18 year was \$5.2 million for medical and Rx expenses. The actual 2017-18 expense claims for medical and Rx was \$4.900,000. Therefore, the difference was \$300,000 below the original budgeted amount. The difference over \$200,000 (i.e. \$100,000) would be added to the identified 22a and 22b revenue amount.

*Both parties agree that if a Salary Schedule different from a revenue formula wage trigger structure is bargained for the District's other employee union groups before the expiration of this collective bargaining agreement, both parties will be required to reopen the Salary Schedule portion of the contract.

2019-2023 Salary Schedule Addition- Advanced Degree		
<u>EDUCATION SPECIALIST DEGREE</u>	<u>Work Days Per Year</u>	<u>In Addition to Yearly Salary</u>
<i>H S Principal</i>	218	+ \$1,250.00
<i>H S Asst. Principal</i>	218	+ \$1,250.00
<i>M S Principal</i>	218	+ \$1,250.00
<i>M S Asst. Principal</i>	218	+ \$1,250.00
<i>Elem Principal</i>	208	+ \$1,250.00
<i>Dean</i>	198	+ \$1,250.00

SECTION 2. Longevity

Longevity will be paid to every bargaining unit member having completed ten years or more of service in the bargaining unit.

Longevity will be paid at the following amounts for experience in Lakeview Public Schools;

Completion of Ten (10) Years	\$700
Completion of Fourteen (14) Years	\$1200
Completion Eighteen (18) Years	\$1950

Longevity amounts shall not be cumulative. For those principals whose longevity year falls at the conclusion of the first semester, a longevity payment equal to one-half (1/2) the above amount will be paid for the remainder of the school year. Full longevity payment will begin the following year. Longevity payments will be paid out on a June payroll check annually

SECTION 3. Attendance Incentive

Frequent absences reduce individual employee output and negatively impact the effectiveness of the organization. Therefore, the District encourages employees to only use leave days when absolutely necessary and will provide a monetary incentive for those members who utilize minimal leave days for the purposes of personal illness, family illness, personal business, bereavement, and/or unpaid vacation days. (The use of school business, professional development, union/association release or jury duty days will not be counted in this calculation.)

Members will be paid an off-schedule stipend, as follows;

- \$250 for no more than the use of four (4) leave days annually
- \$300 for no more than the use of three (3) leave days annually
- \$350 for no more than the use of two (2) leave days annually
- \$400 for no more than the use of one (1) leave days annually
- \$450 for no more than the use of zero (0) leave days annually

Stipends will be paid on the employee's regular payroll check upon completion of the his/her contractual work days.

SECTION 4. Outside Experience

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

SECTION 5. 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 6. Extra-Duty District Responsibilities

At times, building administrators are required to assume responsibility for extra-duty district responsibilities by serving as the facilitator/chairperson of a Board Approved District committee, Task Force, or Study Group. These responsibilities are outside of the normal building level responsibilities and require additional work time beyond his/her normal work day or those identified in the Lakeview Principal's Association collective bargaining agreement. In the event that a building administrator successfully completes the assigned duties he/she will be eligible for the identified off-schedule stipends provided in Appendix A.

SECTION 7. Travel

- A. Each administrator will receive an automobile maintenance allowance of \$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 8. Dues

The Board of Education may pay professional dues to national and state organizations when it is deemed appropriate and relevant to the principal's job responsibilities by the Superintendent/Designee.

SECTION 9. Tuition Reimbursement

The Board will assume the renewal cost of the administrator certificate.

SECTION 10. 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 11. Administrative Unit Movement

In the event an administrator is displaced into another position as a result of his/her school being designated a Priority School, compensation will be adjusted to the appropriate step of the new assignment. The administrator who must be moved to accommodate this displacement will suffer no reduction in per diem compensation.

If an administrator attains a position at a higher compensation level, he/she will be placed at the appropriate position on the salary grid so as to suffer no reduction in per diem compensation.

ARTICLE XIV - FRINGE BENEFITS

SECTION 1. Fringe Benefits

A. Insurance Benefits

1. The Board shall provide multiple insurance benefits plan options, as listed below in Plans A-D, and allow all administrators in the bargaining unit to select the plan of their choice. Administrators may forego selecting an insurance benefits plan listed in Plan A-D and instead elect benefits under PLAN E as listed below to receive an in-lieu-of payment. Additionally, the Board shall provide the Long Term Disability Insurance benefits listed below for all administrators. Such benefits for Long Term Disability Insurance benefits and Health Care Insurance benefit plans that cost below the Hard Cap shall be provided, without cost to the administrators, to each administrator, and his/her eligible dependents. If an employee selects a health care insurance benefit plan that costs more than the Hard Cap, as annually established by PA 152, the employee is responsible for paying for the difference. The cost will be paid by payroll deduction.

2. a. PLANS A-D

i. HEALTH INSURANCE

Health Care Insurance Benefit Plans				
	BCBSM- Plan A CB Plan	BCBSM- Plan B CB 3 Plan	BCBSM- Plan C CB 12 Plan	BCBSM- Plan D SB 500 Plan
	Deductible: Single \$300/Family \$600 Member Coinsurance: 0% Office Visit: \$10 Preventive: 100% ER: \$50 Generic Rx: \$0/Brand Rx: \$20/Brand with Generic Rx: \$30	Deductible: Single \$250/Family \$500 Member Coinsurance: 20% Office Visit: \$20 Preventive: 100% ER: \$150 Generic Rx: \$0/Preferred Brand Rx: \$30/ Non- Preferred Brand \$50	Deductible: Single \$1,000/Family \$2000 Member Coinsurance: 0% Office Visit: \$30 Preventive: 100% ER: \$150 Generic Rx: \$0/Preferred Brand Rx: \$30/Non- Preferred Brand \$50	Deductible: Single \$500/Family \$1,000 Member Coinsurance: 20% Office Visit: \$20 plus Deductible & Coinsurance Preventive: 100% ER: \$150 Generic Rx: \$0/Preferred Brand Rx: \$30/Non- Preferred Brand \$50

*Both parties agree that if different health care plan options are bargained for the District's other employee union groups before the expiration of this collective bargaining agreement, the principals will also be entitled to those same health care plan options.

ii. Under Hard-Cap Insurance Rebate

If an administrator selects the health insurance benefits plan that costs less than the annual hard-cap amount, they will be entitled to an off-schedule rebate payment of 50% of the savings between the plan cost and the hard-cap amount. This rebate will be paid out annually on an August payroll check, accrued from the previous fiscal year.

iii. 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.

iv. LIFE INSURANCE

The Board will provide Term Life Insurance in the amount of one hundred thousand (\$100,000) 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.

v. 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.

vi. 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.

b. PLAN E

Administrators not electing insurance benefits as described in Article XIV Section 1. A. 2a. (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 1.

i. DENTAL INSURANCE AS DESCRIBED ABOVE UNDER PLANS A-D.

ii. LIFE INSURANCE AS DESCRIBED ABOVE UNDER PLANS A-D

iii. VISION INSURANCE AS DESCRIBED ABOVE UNDER PLANS A-D.

iv. LONG-TERM DISABILITY INSURANCE AS DESCRIBED ABOVE UNDER PLANS A-D.

v. Payment In-Lieu

A full time administrator who opts out of Plans A-D and provides documentation that he/she is covered by an alternative medical/prescription program will be paid three thousand dollars (\$3,000) for full family coverage or one thousand five hundred dollars (\$1,500) for single or two-person coverage annually on a bi-weekly basis beginning at the conclusion of the open enrollment period.

B. 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 shall remain the prerogative of the district and coverage provisions indicated may vary, but will be comparable to that agreed upon.

C. 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.

D. 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, 2019, and shall remain in full force and effect until midnight July 31, 2023.

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

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.



Lakeview Public Schools

Administrative Evaluation

LAKEVIEW PUBLIC SCHOOLS

ADMINISTRATOR PERFORMANCE EVALUATION SYSTEM

Instructions

1. Before October, the Administrator and Board/Designee should meet to discuss and agree upon student growth and assessment goals and to determine which, if any, additional factors will be considered by the Board/Designee in evaluating the Administrator on his or her year-end evaluation.
2. When the Board/Designee is prepared to evaluate the Administrator, a copy of the Administrator Evaluation packet should be provided to each Evaluator. Each Evaluator should follow these instructions:
 - a. For each Component in the Performance Evaluation Tool, read the introduction and performance indicators. These indicators are intended to provide objective examples of the characteristics and/or actions an effective Administrator would exhibit with respect to this Component.
 - b. Determine a rating for your Administrator with respect to each Component. Circle the rating you have chosen (highly effective, effective, minimally effective or ineffective).
 - c. Provide comments in support of your rating. These comments will be helpful during the Board discussion when the Administrator's overall evaluation rating is determined. The comments may include specific examples of actions or behavior, general thoughts or impressions, or feedback from parents, students, or staff.
 - d. To the extent you have the information necessary to do so, rate the Administrator on the Student Growth and Assessment portion of the evaluation. Provide comments in support of your ratings.
3. There will be a meeting at which the Administrator evaluation is scheduled to be discussed and reviewed. The Evaluator will adopt a final overall evaluation rating.

PERFORMANCE EVALUATION TOOL

Introduction

The Michigan Revised School Code requires the Boards of School Districts and Intermediate School Districts to annually evaluate their Administrators. This Administrator Performance Evaluation Tool evaluates an Administrator's performance across six Components: (1) Visionary Leadership; (2) Policy and Governance; (3) Instructional Leadership; (4) Communication and Community Relations; (5) Organizational Management; and (6) Professionalism and Ethics. There is an optional seventh component discussed further below that Lakeview Public Schools will include with their Administrator Evaluation System.

These Components reflect the expectation that an effective Administrator is a competent manager and instructional leader who continuously develops in those roles by constantly seeking to acquire new knowledge and skills. In addition, effective Administrators are expected to exercise good professional judgment and to use these Components to inform and improve their own practice.

COMPONENT 1: VISIONARY LEADERSHIP

As a District educational leader, the Administrator must articulate a strong vision for continuous improvement throughout the School District. This standard evaluates the Administrator’s focus on shaping the District’s/School’s culture of teaching and learning and setting high expectations for students and staff.

Performance Indicators:

Do not rate individual indicators. These are listed only to help you think about the standard.

This Component evaluates whether the Administrator:

- 1.1 Collaboratively develops and implements a shared vision and mission.
- 1.2 Creates and implements plans to achieve the District’s/School’s vision and goals.
- 1.3 Collects and uses data to identify goals, assess organizational effectiveness, and promote organizational learning.
- 1.4 Promotes continuous and sustainable improvement.
- 1.5 Monitors and evaluates progress and revises plans as needed.

Highly Effective	Effective	Minimally Effective	Ineffective
<ul style="list-style-type: none"> ▪ Articulates a clear and coherent vision for the District/School through words and actions. ▪ Exhibits the disposition of a learner, practices and applies new learning to further the mission of the District/School and the vision of the District/School. ▪ Leadership actions, staffing and resources are clearly aligned to invest in the accomplishment of the vision. ▪ The vision is lively and evident in the culture, focused on student learning and articulates the excellence that distinguishes student performances throughout the District/School. 	<ul style="list-style-type: none"> ▪ Clearly communicates the District’s/School’s vision to others in both writing and speech. ▪ Works to create alignment within actions, staffing and resources designed to engage stakeholders in the vision. ▪ Exhibits the disposition of a learner, practices and applies new learning to further the mission of the District/School and the vision of the District/School. ▪ The District/School vision is focused on student learning. 	<ul style="list-style-type: none"> ▪ References the District/School vision and is beginning to develop a plan for aligning resources, actions and staffing to that vision. ▪ Is occasionally engaged in learning and sometimes incorporates new ideas to support the vision. 	<ul style="list-style-type: none"> ▪ Little or no evidence exists of a District/School vision implemented in the work of the District/School. ▪ Actions, staffing and resources have little connection to a vision. ▪ It is difficult to know what the District/School stands for.

Component 1 Rating (Circle One):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

COMPONENT 2: POLICY AND GOVERNANCE

The Administrator has a critical role in promoting effective shared governance. This standard evaluates the Administrator’s ability to foster a strong partnership with the District’s stakeholders (Board, administration, parents/groups, teachers, staff, etc.) by engaging in effective two-way communication around a set of mutually agreed-upon expectations. It also evaluates the Administrator’s ability to act in accordance with Board Policies, regulations, and the law, and to understand the system of public school governance.

Performance Indicators:

Do not rate individual indicators. These are listed only to help you think about the standard.

This Component evaluates whether the Administrator:

- 2.1 Builds trusting, collaborative, and respectful relationships with stakeholders.
- 2.2 Assists the stakeholders in developing policies and establishes regulations to implement the policies.
- 2.3 Understands the system of public school governance and differentiates between policy-making and administrative roles.
- 2.4 Understands and complies with state and federal laws and mandates, District Policies, collective bargaining agreements, and ethical guidelines.

Highly Effective	Effective	Minimally Effective	Ineffective
<ul style="list-style-type: none"> ▪ Develops an exemplary system of policy, procedures, consideration and revision. ▪ The District/School takes pride in the equitable enforcement of District Policies, particularly Board Policies and Administrative Regulations. ▪ Proactively and effectively engages the stakeholders in the work of advancing organizational goals. 	<ul style="list-style-type: none"> ▪ Fully engaged in policy and procedure work. ▪ Appropriately and equitably enforces policies. ▪ Demonstrates reasonable value of a healthy working relationship with the stakeholders. ▪ Effectively engages the stakeholders in the work of advancing organizational goals. 	<ul style="list-style-type: none"> ▪ Engages minimally in policy and procedure work. ▪ Unevenly or inequitably applies District/School Policies. ▪ Occasionally demonstrates behavior indicating a value of a healthy working relationship with the stakeholders. ▪ Sometimes engages the stakeholders in the work of advancing organizational goals. 	<ul style="list-style-type: none"> ▪ Not engaged in work related to policies and procedures and does not enforce District/School policies. ▪ Behavior indicates a lack of value in a healthy working relationship with the stakeholders. ▪ Does not engage the stakeholders in the work of advancing organizational goals.

Component 2 Rating (Circle One):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

COMPONENT 3: INSTRUCTIONAL LEADERSHIP

The Administrator must articulate a vision of what highly effective instruction looks like and must ensure that the system is aligned to engage every student in great instruction every day. This standard evaluates the Administrator’s skills as the education leader of the District/School responsible for using best practices to continuously improve and drive the instructional program and to constantly focus the organization on teaching and learning.

Performance Indicators:

Do not rate individual indicators. These are listed only to help you think about the standard.

This Component evaluates whether the Administrator:

- 3.1 Nurtures and sustains a culture of collaboration, trust, learning and high expectations.
- 3.2 Creates a comprehensive, rigorous and coherent curricular program.
- 3.3 Creates a personalized and motivating learning environment for students.
- 3.4 Develops assessment and accountability systems to monitor student progress and the impact of instruction.
- 3.5 Develops the instructional and leadership capacity of staff.
- 3.6 Establishes an effective professional development system for staff that is aligned with their responsibilities for teaching and learning.
- 3.7 Develops and nurtures a culture in which staff members are reflective about their practice and use student data, current research, best practices, and theory to continuously adapt practice and achieve improved results. Models these behaviors in the Administrator’s own practice.

Highly Effective	Effective	Minimally Effective	Ineffective
<ul style="list-style-type: none"> ▪ Demonstrates a deep understanding of quality instruction and is continually expanding his or her own expertise in instruction. ▪ Skillfully guides, supports, nourishes and nurtures teachers in their instructional improvement. ▪ Creates structures for observing and analyzing instruction and for making practice public as a way to deepen a shared understanding of practice within the District/School. ▪ Uses data about teaching practice to guide specific improvement efforts. 	<ul style="list-style-type: none"> ▪ Actively developing expertise about quality instruction and is able to recognize and describe high quality teaching. ▪ Actively developing the expertise to influence and mobilize action among teachers within the complex culture of the District/School and wider professional community. ▪ Teachers are observed and given face-to-face feedback by an administrator based on the observation. 	<ul style="list-style-type: none"> ▪ Participates in professional development based on feedback and student performance data. ▪ Participation in District/School-led professional development is inconsistent. ▪ Teacher planning teams occasionally meet but there is not a common structure used for facilitating this work. 	<ul style="list-style-type: none"> ▪ A shared understanding of instruction is not evident in the District/School. ▪ Professional development is infrequent and is not connected to student or staff performance data. ▪ A year-long plan for professional development of the District/School does not exist or is inadequate. ▪ There are no or few effective teacher planning teams. ▪ There is no consistent system in place for teacher observation and feedback.

Component 3 Rating (Circle One):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

COMPONENT 4: COMMUNICATION AND COMMUNITY RELATIONS

The Administrator is a key voice for the District/School and sets the stage for open communication by requesting and responding to community feedback. This standard evaluates the Administrator’s ability to communicate effectively with the broader community, including staff, students, and parents/guardians, and to actively engage the community in productive partnerships. It also focuses on the Administrator’s advocacy on behalf of the District/School with other government and community officials.

Performance Indicators:

Do not rate individual indicators. These are listed only to help you think about the standard.

This Component evaluates whether the Administrator:

- 4.1 Demonstrates effective communication skills (written, verbal and non-verbal contexts, formal and informal settings, large and small groups and one-on-one environments).
- 4.2 Collaborates with faculty and community members, responding to diverse community interest and needs, and mobilizing community resources.
- 4.3 Promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the Mission of the District/School.
- 4.4 Understands the role of media in shaping and forming opinions and engages the media to promote the District’s/School’s interests.

Highly Effective	Effective	Minimally Effective	Ineffective
<ul style="list-style-type: none"> ▪ Communicates key information to stakeholders in an appropriate and timely manner. ▪ Alert to potential issues; predicts and shares possibilities with supervisors in advance. ▪ Constituent groups report a positive relationship with District/School leadership. ▪ Has influence in the District/School and beyond in supporting student learning. 	<ul style="list-style-type: none"> ▪ Keeps staff, students and parents informed on a regular basis. ▪ Communication with individuals and groups is seen as clear and effective. ▪ The majority of staff and students identify positively with District/School leadership. ▪ Works as a member of a District/School team to positively influence education decisions. 	<ul style="list-style-type: none"> ▪ Advocates for some students and families. ▪ Stakeholders frequently feel out-of-the-loop. ▪ Many staff members do not feel positive about District/School leadership. ▪ Staff and students do not feel stimulated to do their best work. 	<ul style="list-style-type: none"> ▪ Ineffective in communication with staff, parents and students. ▪ Staff and students feel undermined by the lack of leadership in the school. ▪ Not aware of the undercurrents with staff or the District/School environment.

Component 4 Rating (Circle One):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

COMPONENT 5: ORGANIZATIONAL MANAGEMENT

As a school leader, the Administrator is responsible for the management of the District’s/School’s resources while providing a successful learning environment for students and a productive workplace for staff. This standard evaluates the Administrator’s success in managing the District’s/School’s resources in an efficient, effective, and transparent manner that demonstrates prudent fiscal stewardship and an ability to adapt to emerging challenges.

Performance Indicators:

Do not rate individual indicators. These are listed only to help you think about the standard.

This Component evaluates whether the Administrator:

- 6.1 Obtains, allocates, aligns, and efficiently uses human, fiscal and technological resources.
- 6.2 Monitors and evaluates the management of operational systems.
- 6.3 Makes sound fiscal decisions, in line with the District’s/School’s strategic goals, and establishes clear and transparent systems of fiscal control and accountability.
- 6.4 Promotes and protects the welfare and safety of students and staff.

Highly Effective	Effective	Minimally Effective	Ineffective
<ul style="list-style-type: none"> ▪ Establishes a clear set of standard operating procedures and routines that exemplify the District/School vision and values and maximize the opportunity for each student’s learning. ▪ Students and staff are able to articulate expectations and inspired to strive for excellence in conduct and performance. ▪ Students and staff hold each other accountable for high quality performance. ▪ Develops and manages a budget that maximizes the learning goals of the District/School (when applicable). ▪ Supportive partnerships are developed and managed to enhance learning experiences. 	<ul style="list-style-type: none"> ▪ Establishes a clear set of operating procedures for effective operation of the District/School. ▪ Discipline of students is handled fairly and consequences are used to maximize student learning. ▪ Students and staff are held accountable for their performance and conduct. ▪ The annual budget is adhered to with approved variances (when applicable). 	<ul style="list-style-type: none"> ▪ Expectations for staff and students are inconsistent and not well known. ▪ The daily operating procedures are occasionally followed but are frequently changed. ▪ The budget does not support the District’s/School’s priorities and budget category limits are not always followed (when applicable). 	<ul style="list-style-type: none"> ▪ Management of the operations of the District/School is poor or non-existent. ▪ The District/School is disorderly, disorganized and there is a feeling that the District/School is “out-of-control.” ▪ Budget guidelines are not adhered to and/or the budget is not related to a vision for the District/School (when applicable).

Component 5 Rating (Circle One):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

COMPONENT 6: PROFESSIONALISM AND ETHICS

The Administrator is held to the highest ethical standards of conduct and is expected to require the same of District/School staff. This standard evaluates the Administrator’s conduct to ensure that the Administrator acts professionally and consistently with the core values, tenets, mission and vision of the District/School and models this conduct for District/School employees.

Performance Indicators:

Do not rate individual indicators. These are listed only to help you think about the standard.

This Component evaluates whether the Administrator:

- 6.1 Ensures a system of accountability for every student’s academic and social success.
- 6.2 Models principles of self-awareness, reflective practice, transparency and ethical behavior.
- 6.3 Safeguards the values of democracy, equity and diversity.
- 6.4 Promotes social justice and ensures that individual student needs inform schooling.

Highly Effective	Effective	Minimally Effective	Ineffective
<ul style="list-style-type: none"> ▪ Operates with an ethic of excellence and is grounded in shared District/School values for how to do the work of leadership and learning. ▪ Values are demonstrated each day as students and staff experience deep respect, as complex decisions are made with integrity, kindness, compassion and courage. ▪ Works for equity and social justice by raising rigor for all and simultaneously closing opportunity gaps. ▪ Demonstrates a high-level of self-awareness and regularly reflects on practice to improve. 	<ul style="list-style-type: none"> ▪ Treats students and staff fairly and shows respect at all times. ▪ Is grounded in shared District/School values for how to do the work of leadership and learning. ▪ Acts to support all students and staff to raise academic rigor while simultaneously closing opportunity gaps. ▪ Demonstrates self-awareness and uses reflection to improve practice. 	<ul style="list-style-type: none"> ▪ Actions and intentions are not always clear and transparent. ▪ Fairness to staff and students is frequently raised as an issue. ▪ Reflects on practice but does not always implement changes from that learning. 	<ul style="list-style-type: none"> ▪ Actions and intention are not always grounded in shared District/School values. ▪ Has demonstrated inconsistent or unethical behavior and does not always stand by their word. ▪ Is not self-aware and does not reflect on their practice.

Component 6 Rating (Circle One):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

COMPONENT 7: STATUTORY FACTORS

It is the intent of the evaluation tool to cover all major components of an Administrator's job duties, including the below-listed statutory components. However, each School District varies and it is impossible to anticipate the unique characteristics in each District. This Component gives the Administrator and supervisor the opportunity to jointly agree upon other factors to be considered in the Administrator's evaluation. In Lakeview, these factors include:

- (i) If the school administrator conducts teacher performance evaluations, the school administrator's proficiency in using the evaluation tool for teachers used by the school district, intermediate school district, or public school academy under section 1249. The administrator utilizes the adopted teacher evaluation tool effectively.

YES

NO

- (ii) Progress is made by the school or school district in meeting the goals set forth in the school/District's improvement plan.

YES

NO

- (iii) Pupil attendance in the school/school district. The administrator implements adopted policy and procedures appropriately to achieve the District Policy goal of 90% student attendance.

YES

NO

- (iv) Student, parent, and teacher feedback, as available, and other information has been considered as appropriate and pertinent by the Evaluator.

YES

NO

- (v) Goal Status: Goals should be specific, measurable, attainable, realistic, and timely (when applicable). The administrator demonstrated progress toward established goals.

YES

NO

Overall Rating for Component 7 (Circle One):

(5 "Yes" = Highly Effective; 4 "Yes" = Effective; 3 "Yes" = Minimally Effective; 0, 1, or 2 "Yes" = Ineffective)

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

PERFORMANCE EVALUATION TOOL OVERALL RATING

1. Transfer your ratings from the Components to this page.

Component 1: Visionary Leadership

Highly Effective Effective Minimally Effective Ineffective

Component 2: Policy and Governance

Highly Effective Effective Minimally Effective Ineffective

Component 3: Instructional Leadership

Highly Effective Effective Minimally Effective Ineffective

Component 4: Communication and Community Relations

Highly Effective Effective Minimally Effective Ineffective

Component 5: Organizational Management

Highly Effective Effective Minimally Effective Ineffective

Component 6: Professionalism and Ethics

Highly Effective Effective Minimally Effective Ineffective

Component 7: Statutory Factors

Highly Effective Effective Minimally Effective Ineffective

2. The following chart will be used to develop an overall rating on the evaluation tool section of the evaluation:

Criteria to Establish the Performance Evaluation Tool Rating	Utilizing ratings from the Seven (7) Components
Highly Effective (HE)	At least four (4) "HE" and three (3) "E"; no "ME" or "I"
Effective (E)	A combination of at least six (6) "HE" and/or "E" and no "I"
Minimally Effective (ME)	Two (2) or more "ME" and no "I"
Ineffective (I)	One (1) or more "I" in any Component

Overall Rating on the Performance Evaluation Tool (Circle One):

Highly Effective Effective Minimally Effective Ineffective

Comments:

STUDENT GROWTH AND ASSESSMENT DATA

Pursuant to Michigan’s Revised School Code, during the 2018-19 school year and beyond, 25% of an Administrator’s annual evaluation must be based on student growth and assessment data. The Revised School Code provides that the “student growth and assessment data to be used for the school administrator annual evaluation are the aggregate student growth and assessment data that are used in teacher annual year-end evaluations for the entire school or district. (NOTE: A school principal will earn the status of all his/her teachers; a central administrator could earn a rating based on all teachers in the district, or on a portion of teachers for which they are responsible as determined by the superintendent and the administrator).

During the 2018-19 school year and beyond, a teacher’s student growth and assessment data must be based on multiple measures, which may include student learning objectives, achievement of individualized education program (“IEP”) goals, national or local-assessments, research-based growth measures, or alternative assessments. Often, teachers and administrators agree at the beginning of the school year to the student growth and/or achievement goals by which the teacher will be rated.

Student Growth and Assessment Rating for Teachers:

The aggregate student growth and assessment data that are used in teacher annual year-end evaluations for the entire school or district found the District’s/School’s teachers achieved the following average student growth and assessment rating (circle one), use the following table to determine based on teacher effectiveness ratings:

**Identifying the Administrator Student Growth Effectiveness Rating
(based on Teacher’s Student Growth Effectiveness Ratings)**

Teacher Data Effectiveness Rating Summary	Rating Outcome for Administrator	comments
Greater than 85% Effective and Highly Effective	Highly Effective	This percentage is 5% higher than the respective teacher range for the same rating outcome.
Between 65% and 84% Effective and Highly Effective	Effective	
Between 45% and 64% Effective and Highly Effective	Minimally Effective	
Below 45% Effective and Highly Effective	Ineffective	

Student Growth and Assessment Rating for Administrator:

The Administrator’s student growth and assessment rating is consistent with the teachers’ rating and is therefore: (circle one):

Highly Effective

Effective

Minimally Effective

Ineffective

Comments:

DEVELOPING A FINAL RATING

1. The Administrator's overall evaluation rating is based on two categories:
 - a. The Administrator's rating by the Evaluator on the performance evaluation tool; and
 - b. The Administrator's rating on student growth and assessment.
2. Circle the rating determined by the Evaluator for each of these categories:

Performance Evaluation Tool:

Highly Effective Effective Minimally Effective Ineffective

Student Growth and Assessment:

Highly Effective Effective Minimally Effective Ineffective

3. The Administrator's overall evaluation rating is calculated by first converting the performance evaluation tool and student growth and assessment ratings into numerical values. Each rating has the following numerical values:

Rating	Numerical Score
Highly Effective	4
Effective	3
Minimally Effective	2
Ineffective	1

4. The Administrator's overall evaluation rating is comprised of 75% of the performance evaluation tool rating and 25% of the student growth and assessment rating. Follow the steps to below to determine your Administrator's final rating:

	Rating (ineffective, minimally effective, effective, or highly effective)	Numerical Score (4, 3, 2, or 1 - see table above)	
Performance Evaluation Tool			x 7.5 = _____
Student Growth and Assessment			x 2.5 = _____
	Sum of above two numbers: _____		

Find your sum in the range below to determine the Administrator's overall evaluation rating.

40-35	34-25	24-15	14-10
Highly Effective	Effective	Minimally Effective	Ineffective

Appendix A

Off-Schedule Stipends for Extra-Duty District Responsibilities

Extra-Duty District Responsibility	Approximate Hours Required Annually	Stipend Amount
New Teacher Induction Program Facilitator	40 hours	\$2000
Sex Education Advisory Board Chairperson	15 hours	\$750
Technology Committee Facilitator	15 hours	\$750
Language Arts K-12 Curriculum Committee Chairperson	25 hours	\$1250
Math K-12 Curriculum Committee Chairperson	25 hours	\$1250
Science K-12 Curriculum Committee Chairperson	25 hours	\$1250
Social Studies K-12 Curriculum Committee Chairperson	25 hours	\$1250
District School Improvement Committee Chairperson	40 hours	\$2000
District Steering Committees (i.e.; Strategic Planning Steering Team)	Approximate 20-30 hours, depending on the committee	\$1000-1500
District Professional Development Committee Chairperson	15 Hours	\$750
District Social Worker/Counselor Committee Facilitator	15 Hours	\$750
Total		\$13,000-\$13,500

- Extra-duty responsibilities are assigned to the principals by the Superintendent.
- Assignments are determined by the skill set of the principals and demonstration of successful completion.
- District Steering Committees are "as needed" and do not occur on an annual basis.