



AUGUST, 2009 - JULY, 2011

AGREEMENT

BETWEEN

L'ANSE CREUSE BOARD OF EDUCATION

AND

ADMINISTRATORS' ASSOCIATION

L'ANSE CREUSE PUBLIC SCHOOLS
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L'ANSE CREUSE PUBLIC SCHOOLS
2009 - 2011
ADMINISTRATORS' AGREEMENT

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PREAMBLE

Recognizing the basic purpose of this school system is to provide a quality education program for the children of this community, the Board of Education acknowledges the need for highly competent school administrators.

ARTICLE I

RECOGNITION

This agreement entered into this 1st day of August, 2009, is between the L'Anse Creuse Board of Education and the L'Anse Creuse Administrator's Association. The term "Administrator", when used hereinafter in the Agreement, shall refer to persons, employed by the Board who are engaged in administrative and/or supervisory duties as Building Administrators, principals, associate principals, and Director for Career Technical Education/Math, Science Technology Programs. The Association shall consist of all personnel employed by the Board in administrative and/or supervisory positions, assigned primary management/leadership responsibilities at a specific school excluding the following positions Superintendent of Schools, Assistant Superintendents, Executive Director for Student Services and Special Projects, Executive Director for Special Services, Executive Director for Support Services, Director for Finance, Director for Instructional Support, Director for Special Education, Director for Personnel, Director for Early Childhood, Supervisors for Support Services, Directors and Coordinators of Adult and Community Education, Accountants, and all nonsupervisory employees and all other employees. Any additional building administrative positions created by the Board shall be included or excluded by mutual consent. The general purpose of this Agreement is to set forth terms and conditions of employment with respect to hours, rates of pay, and conditions of employment between the Board of Education and the L'Anse Creuse Administrators.

ARTICLE II

MANAGEMENT RIGHTS

A. Authority of the Board - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the Public Schools of the district as provided in Section 614 of the Michigan Code of 1955, as amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the L'Anse Creuse Public Schools School District.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties of employees, determine the size of the work force and to lay off employees, but not conflict with the provision of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof or changes

therein the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this Agreement.

B. Recognizing that the education of children is the basic reason for establishment and operation of our Public School system, the Association agrees that no strike, as defined in Section 1 of Public Act 379, will be voted, condoned, authorized, or undertaken by its members within the life of this Agreement, and that any member recognized by this agreement engaging in a concerted work stoppage, authorized or unauthorized in the L'Anse Creuse School District or any of its schools will be subject to dismissal according to statutory provisions.

C. The matters contained in this Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III

ADMINISTRATIVE CALENDAR

A. All administrators covered under this Agreement shall be scheduled to work a maximum of two hundred nine (209) days. It is agreed that administrative work schedule include those vacation periods specified in the Teacher's Master Agreement. Exceptions to this work schedule may be made by the Superintendent of Schools. In those instances where exceptions are made, they will be noted in writing to the affected administrator prior to the date of the proposed exception.

B. Salaries of Administrators who are required to work additional weeks shall be prorated for the actual time worked as approved by the Board of Education. Conversely, the administrative salaries for fewer weeks worked than specified shall also be prorated.

C. Administrators will receive five (5) flex days annually. These days may be scheduled with prior approval from the Superintendent and may not be used when students or staff are in session.

ARTICLE IV

PROFESSIONAL COMPENSATION

A. The salaries of Administrators (exempt employees) covered by the Agreement are set forth in Schedule A. Such schedule shall remain in effect during the term of this Agreement unless the Master Teacher Contract compensation percentage is adjusted as a result of negotiations, in which event the Administrator shall receive a similar percentage increase.

1. Each Administrator shall have the option of selecting one of the following pay plans:
 - a. Twenty-six (26) pays biweekly throughout the year.
 - b. Twenty-six (26) pays, with a lump sum payment in July for the balance of their salary if requested prior to May 1.
 - c. Bi-weekly payments spread over the actual weeks of work obligation for the Administrator.

NOTE: Due to variances in the number of paydays in certain years, the number of pays will vary.

B. Annual increments become effective the first pay period following resumption of Administrative duties for a new school year.

C. The Board shall authorize whatever is necessary to provide Administrators payroll deduction privileges for such things as:

1. Tax Deferred Annuities/selected Mutual Funds
2. Credit Union
3. United Foundation

D. Administrators with nine (9) years or more of service with the L'Anse Creuse Public Schools shall receive longevity payments of one (1) percent; twelve (12) years or more two (2) percent; fifteen (15) to twenty (20) years of service three (3) percent; and for twenty-one (21) years and thereafter five (5) percent, until termination of employment with the school district. Longevity payment shall be computed on the Administrator's salary step. Such payment shall be made in a lump sum no later than the conclusion of the contract year, or if the administrator so requests, he/she may receive one-half on the tenth pay and the remaining half on the twentieth pay.

E. Salary payments will be made by direct deposit.

ARTICLE V

FRINGE BENEFITS

A. The Board shall provide, without cost to the Administrator, full payment of Medical Coverage for the Administrator and his/her eligible dependents, including family continuation (19 – 25 year olds), as defined by the underwriter. Administrators shall be provided the Blue Cross Blue Shield Community Blue PPO Insurance Plan with, \$20 office visit, \$100/200 deductible, \$100 emergency room visit co-pay and the \$10/\$40 co-pay prescription drug rider.

The Board will reimburse Administrators for fees beyond the \$100/200 deductible not covered by insurance for bi-annual physical examinations. Including the following tests:

- Complete medical history (includes rectal exam, pelvic exam and blood pressure)
 - EKG
 - Stools for blood
 - VDRL (serology for syphilis)
 - Hematology (complete blood count with differential)
 - SMAC (chemistry profile, including cholesterol)
 - Urinalysis
 - Chest x-ray
 - Pap smear (females)
 - Mammography (females)
 - Venipuncture
 - Choice of either: flexible procto-sigmoidoscopy (after 50 years of age unless otherwise indicated by personal or family history) or treadmill exercise test
1. The Board will provide a Health Reimbursement Account (HRA) for each administrator in the amount of \$600 annually. The district will choose the 3rd party administrator and each employee must follow all rules and regulations of the plan.

B. The Board shall not be required to provide hospital/medical insurance coverage to an administrator who is under a hospital/medical insurance plan through MESSA.

C. If an administrator does not elect medical/hospital coverage, the administrator shall receive a cash payment in the amount of one thousand two hundred dollars (\$1200).

D. The Board shall provide, without cost to the Administrator, full payment of Administrators' comprehensive dental protection for the Administrator and his/her eligible dependents, including internal and external coordination of benefits (COB), under the current SET/SEG Dental Plan, or comparable plan after consultation with the Association.

E. The Board shall provide, without cost to the Administrator, full payment of Administrators comprehensive vision protection for the Administrator and their eligible dependents, including internal and external coordination of benefits (COB), under the current Vision Service Plan (VSP II) Silver, or comparable plan after consultation with the Association. The Board shall provide all Administrators copies of the current insurance protection plans. Board contributions toward Medical, Dental, and Vision plans will continue for two (2) months following the month of termination or retirement for an Administrator who quits or retires from service with the L'Anse Creuse Schools and who makes application for, qualifies for, and will receive State Teachers' Retirement pay within three (3) months.

F. The Board shall provide, without cost to the Administrator, term life insurance protection in the amount of \$250,000 that will be paid to the Administrator's designated beneficiary. In the event of accidental death and dismemberment, the insurance will pay according to the schedule.

G. The Board shall provide, without cost to the Administrator, Long-Term Disability Insurance for each Administrator. Benefits shall be paid at 66 2/3 percent of salary up to a maximum as regulated by the insurance carrier and shall begin after expiration of ninety (90) calendar days. Pre-existing conditions will be waived, if

possible, according to underwriting requirements. Benefits shall continue until age sixty-five (65) based on the schedule of the insurance carrier at no cost to the employee in the event of permanent disability. An Employee on Long Term Disability will be covered with health, vision and dental care for two (2) years (calendar) by L'Anse Creuse Public Schools from the point of being placed on Long Term Disability coverage.

H. Coverage for all insurance protection plans shall include summer months.

I. Effective date for medical, dental, vision, life, and long-term disability shall be as soon as carriers allow following ratification by both parties.

J. Any person retiring, that was insured, may purchase insurance as per COBRA regulations.

K. In the event of loss, damage, or destruction of personal property in connection with any incident while in the line of duty, which is not a result of Administrative negligence, providing appropriate facilities are utilized, will be compensated by an amount not to exceed the deductible limit of any personal insurance. In any case, the cost to the district will not exceed \$450.00 per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

L. Stipend - Each Administrator shall receive a stipend of 2.5% based on his/her administrative salary schedule step on or before July 1 of each year.

M. Professional Memberships and State Certification

The Board may pay membership fees for one (1) state and one (1) national association for each administrator. The association affiliations must be appropriate to the Administrator's position within the district.

Board will pay for Administrator's state certification.

N. Administrative Liability Coverage

The Board agrees to provide all Administrators with liability insurance protection within the policy purchased by the Board of Education.

O. Advanced Credit Hours and Degrees

1. Program must be approved in writing and in advance by the Assistant Superintendent for curriculum and Instruction *and* the Assistant Superintendent for Personnel.

2. Program must be at a state of Michigan public university or a National Council for Accreditation of Teacher Education (NCATE) approved program.

M.A. + 15 hours \$450.00 additional

M.A. + 25 hours \$650.00 additional

M.A. + 35 hours \$1,000.00 additional

A stipend for advanced degrees will be added to each Administrator's contract in the following amount:

Ed.S. 3.5% salary schedule

Ed.D./Ph.D. Ed.S. plus \$2,000.00

ARTICLE VI

EVALUATION INSTRUMENTS AND PROCEDURES

A. Evaluations shall be conducted on a formal basis by the superintendent of schools or his/her designee using Interstate School Leaders Licensure Consortium (ISLLC) Standards developed jointly between the District and Administrators in June of 2008. ISLLC Plan I, Plan II, and Plan III forms will be available on the District Intranet.

B. The areas in which there are observable inadequacies shall be identified and the Administrator shall be offered assistance in these areas.

C. The Administrator shall be given a copy of the final evaluation before it is officially inserted in his/her personnel file, and the Administrator shall sign it to indicate he /she has read it. The Administrator may also request that a copy of his/her own personal statement be submitted and attached to the official evaluation for placement in the personnel file.

D. A committee with LCAA representation will be formed to review the evaluation process to comply with new legislation.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, AND REDUCTIONS

A. The Board shall post for a minimum of ten (10) days and give the Association President written notice of any Administrative vacancies within the bargaining unit as defined in Article I. The Board will consider employees within the district first when selecting people for promotions and to fill vacancies.

B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Administrators. Requests by an Administrator for transfer or promotion to a different position or building shall be made in writing, one (1) copy of which shall be filed with the Personnel Office. The application shall set forth the reasons for request of transfer, the building or position sought, and the applicant's qualifications.

C. An involuntary transfer may be made to prevent undue disruption to the instructional program or to serve the best interests of the school district. The Superintendent shall notify the affected Administrator thirty (30) days if feasible prior to the involuntary transfer. When feasible, volunteers may be transferred first. Administrators affected by involuntary transfer may request a meeting with the Superintendent to discuss such transfer, and a member of the L'Anse Creuse Administrators' Association may accompany the Administrator if he/she wishes.

D. Following consultation with the President and Vice President of the Association, the Superintendent will recommend action to the Board of Education relative to transfers and reduction in staff as a result of budgetary and enrollment restrictions. The following criteria will be considered: (The following are not all inclusive or in rank order.)

1. Ability to satisfactorily perform the work in question.
2. Total experience as an Administrator.
3. Professional versatility, development, and adaptability.
4. Past evaluation records.
5. Critical nature of present position.

In the event no employee with proper requisite qualifications is available to fill a job classification in which an opening exists, the district may hire a new employee to fill the opening.

Administrator(s) laid-off through the procedure as stated in this Article shall be recalled in reverse order to their lay-off. Notice of recall shall be sent to the Administrator at their last known address by registered or certified mail. If an Administrator fails to respond to the Board/Superintendent within fourteen (14) days from the date of mailing of recall notice, said individual shall be considered as having resigned.

Seniority shall mean the effective date of the employee's administrative contract in a regular position plus any acting Administrative service defined as appointed by the Board of Education and/or Superintendent and compensated according to the Administrative salary schedule.

The final determination will be made by the Superintendent of Schools and the Board of Education, and the affected Administrator shall be entitled to all rights and privileges contained in Teacher Tenure Act, if applicable.

In all reductions/transfers of assignment of Administrators, a goal of any such action shall be to place each Administrator in an appropriate functional role while working toward lay-off of the Administrator with the least amount of seniority. No change, however, shall be made that reduces the efficiency of the educational program as determined by the Superintendent and the Board of Education regardless of seniority.

Further, said Administrators affected by such lay-off who do not acquire other employment, will receive the administrative pay to which they would have been entitled had they not been laid-off as an Administrator for a period of one-half (1/2) of the Master Teacher calendar year.

Laid-off Administrators who are not financially harmed shall not be entitled to said payment.

Said payment may be made in a lump sum at the discretion of the Superintendent.

Should the affected Administrator be assigned to a lower paying administrative position or return to the teaching ranks in L'Anse Creuse or secure other employment, he/she shall receive the difference between what he/she earns in their newly acquired position and that amount he/she would have received as an Administrator for a period of one-half (1/2) of the Master Teacher calendar year.

ARTICLE VIII

SHARED ASSIGNMENT

- A.** Upon the recommendation of the Superintendent and with Board approval, principals may select job sharing by application to the Personnel Office.

- B.** Such a partnership may exist if it does not detract from the administrative operations of the position. Such an arrangement will require special scheduling, administrative support, and effective communication to make this concept administratively sound.

- C.** The job-sharing Administrator will receive a full year's credit on the seniority list and salary schedule. Shared positions cannot be for less than one (1) year and may be terminated at will by the Superintendent if it is found to be counter productive.

- D.** The position must be applied for by March 15 each year for the following school year.

- E.** Denial of such requests will not be subject to the grievance procedure.

F. The positions or any part thereof presently in the bargaining unit shall not be transferred to persons not covered by this Agreement.

G. Article VII (Reduction in Staff) shall take precedence over this Article.

H. Remuneration and benefit cost shall be computed on a pro rata basis.

ARTICLE IX

ADMINISTRATIVE SENIORITY

The Personnel Office, after consultation with the Association, shall publish and deliver to each Administrator a copy of a revised seniority list each year by January 20.

The list shall contain the number of years of seniority each member has accrued as a teacher and/or administrator.

Further, that each certified L'Anse Creuse Administrator, as of September 8, 1980, be guaranteed continued access to the L'Anse Creuse teaching ranks should he/she choose to exercise the provisions of Article IX, Section A., of the 1981-1984 L'Anse Creuse Board of Education and the MEA-NEA Local 1, L'Anse Creuse Master Teachers' Agreement.

ARTICLE X

LEAVES OF ABSENCE

A. At the beginning of each school year, each Administrator shall be credited with eleven (11) days of leave. These days may be used by the Administrator for illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical condition; medical treatment for the Administrator; or serious illness of a member of the immediate family of the Administrator. (Immediate family shall include mother, father, spouse, child, sister and brother; or the family unit living in the Administrator's household.)

B. The Board shall maintain records of all sick days. On or before the first pay period in October, the Board shall provide a written statement to each Administrator of his/her number of accumulated sick days earned through the last work day of the previous school year. In the event legislation allows the application of sick day accumulation toward retirement; all days shall be made applicable for retirement purposes including those beyond two hundred twenty (220).

C. Upon termination of services with the school district, Administrators with more than twenty (20) days accumulated shall be paid for all unused days beyond the twenty (20) to a maximum payout of two hundred twenty (220) days. The rate of pay shall be thirty-five (35) dollars per day.

Upon retirement, Administrators with more than twenty (20) accumulated sick days shall be paid for all unused days beyond the twenty (20) to a maximum payout of two hundred twenty (220) days. The rate of pay shall be thirty percent (30%) of the Administrator's daily salary per day. Daily wages shall be computed by dividing the Administrator's total annual contract amount by 209. The funds will be deposited into a 401a account for each individual with a company chosen by the school district. Funds will be available for the individual's 30 to 60 days after retirement.

D. When an Administrator qualifies for long-term disability benefits, he/she must select one of the following options if permitted by the regulations of the insurance carrier:

1. The Administrator may use long-term disability benefits and retain his/her balance of sick leave.
2. The Administrator may use sick leave in combination with long-term disability. The Board will guarantee continued full salary while the Administrator's sick leave is reduced one-half (1/2) day for each day of disability until the Administrator's sick leave is exhausted. At that point, the Administrator shall receive long-term disability only.

E. A sick leave bank shall be maintained by the Association. Days are to be accumulated for one (1) year to the next. Administrators may not draw on the sick

leave bank until after their tenth (10th) day of illness. Only one (1) ten (10) day waiting period shall be required in any one (1) school year. Control of the use of the sick bank shall be handled by the designated officer of the Association and Central Office Administration.

F. An Administrator who is unable to work because of personal illness as indicated in writing by a qualified M/D. or D.O. and/or Board appointed doctor, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for a maximum of 2 years per request. Upon return from leave, the Administrator will be assigned to the same or similar position from which he/she was granted leave.

G. Any Administrator who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall be supplemented with a sufficient amount to maintain his regular salary for up to one hundred eighty (180) days. Days lost for the one hundred eighty (180) while the Administrator is covered by Workers' Compensation will not be charged against the Administrator's sick leave.

Injuries or diseases shall be reported to the Superintendent immediately after the occurrence on Form 100, Employer's Basic Report of Injury, Department of Labor. It is understood, that the Superintendent shall have the right to require proof of such injury or sickness.

H. Personal Leave

The Board agrees to provide five (5) Personal Business/Vacation days per year. These days may be used at the discretion of the Administrator with the prior approval of the Superintendent. Personal business/vacation leave shall not be available on the beginning or ending day of the school year, the day before or after holidays, breaks, or Parent-Teacher Conference days. Exceptions to this rule may be granted in the event of an emergency. Days not used will be added to the individual's sick bank at the end of each year.

I. Leaves With Pay

Leaves of absence with pay not chargeable against the Administrator's sick leave allowance shall be granted for the following reasons:

1. Absence when an Administrator is called for jury duty
2. Time necessary to take selective service physical examination.
3. Court appearance as a witness in any case connected with the Administrator's employment or school.
4. Five (5) days shall be allowed for the death of a member of the immediate family. (Immediate family shall be defined as mother, father, spouse, child, sister, brother, mother-in-law, and father-in-law, or the family unit living in the Administrator's household.) Three (3) additional days may be allowed if necessary and charged to sick leave. Two (2) days shall be allowed for death of an Administrator's grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law and shall be charged to personal leave. Leave days may be non-consecutive and must be used within an eight (8) day period following the death unless there are extenuating circumstances. One (1) day leaves may be granted for funerals of others than those persons defined above and will be charged to sick leave. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.
5. Up to three (3) days will be allowed for emergency situations such as disasters (fire, severe storm damage, etc.) to personal property and will be charged to sick leave.

J. Leaves Without Pay

Leaves of absence of not more than one (1) year without pay may be granted upon application. Purpose of such leave includes but is not limited to: study, travel for professional improvement, research, and personal business. Such leaves may be extended to one (1) additional year upon written request.

A leave of absence may be granted to any bargaining unit member for the purpose of childcare. Said leave shall commence upon request of the bargaining unit member. It is further provided that:

1. The reinstatement shall be to the Administrator's same position or similar position if the former position is not available.
2. The initial leave period may be for the duration of the semester when leave was granted plus two (2) consecutive semesters excluding the summer. The leave may be extended to one (1) additional year by written request.

It is understood that the Superintendent will develop an Administrative Intern Program to accommodate these request, but shall not be limited to participants in such a program to fill leave vacancies.

K. Military Leaves

Military leaves of absence without salary or benefits shall be granted to any L'Anse Creuse Administrator who shall be inducted for a tour of military duty into any branch of the armed services of the United States of America. When the leave is completed, the Administrator will return to the same or to a similar position.

For emergency call-up leaves, as prescribed by State and Federal law, the Board shall pay the difference between the regular pay and the compensation received for said military duty for a period not to exceed one calendar year.

L. Any Administrator on leave is subject to the reduction in staff and recall procedures in the Agreement.

M. Compensatory time shall be defined as special time allowed to Administrators in lieu of pay, for extra time given at work only during the holiday and summer breaks. Such extra work can only be identified and approved by the Superintendent. There shall be no de facto approval for extra work that does not first meet the Superintendent's approval.

Accumulated compensatory time will be reviewed at the end of each fiscal year and may be carried over at the discretion of the Superintendent. Should the

Superintendent not wish to extend a carry-over, he/she must give at least a six (6) month notification to employees.

Compensatory time off requires the approval of the Superintendent (use Leave Request Form) and such time not used shall not become a matter for remuneration during or after employment with L'Anse Creuse Public Schools.

ARTICLE XI

GRIEVANCE PROCEDURE

A. The term grievance shall be interpreted to mean a complaint by an administrator or by the Association in its own behalf that there has been a violation, misinterpretation, or misapplication of this Agreement.

Step One

An Administrator may initiate a grievance by first discussing the matter with the Assistant Superintendent for Curriculum and Instruction/designee. An Association representative may be present upon request. If the grievance cannot be satisfactorily resolved at Step One, it may be submitted to Step Two by the Association.

Step Two

Within ten (10) days of the Assistant Superintendent for Curriculum and Instruction's/designee's response at Step One, or as otherwise provided, the Association shall submit to the Superintendent/designee at Step two a written grievance which shall generally set forth the nature of the dispute and the relief requested. Should either party so request, a grievance meeting shall be had at Step Two between the Association and the Superintendent/designee within seven (7) days of the submission of the written grievance. Within ten (10) days of said submission, the Superintendent shall provide the Association a written answer to said grievance. If the answer received at Step Two is unacceptable to the Association, the grievance may be appealed to Step Three by the Association within ten (10) days of said answer.

Step Three

The appeal at Step Three shall advance to binding arbitration. Such appeal shall be made in writing and shall be delivered to the American Arbitration Association and the Board of Education within twenty (20) days of said answer from Step Two, and if not so delivered, the grievance shall be abandoned.

After the request for arbitration has been made, the parties will attempt to choose a mutually acceptable arbitrator. If this attempt is unsuccessful, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association. The award will be binding upon the Association, District and the employee involved.

General Provisions

1. All references to "days" in the Article shall be regular workdays. Time limits may be extended by mutual agreement of the parties. The Association may provide representation through its officers, agents, or other legal counsel.
2. The award of the arbitrator shall be final and binding upon the Association, the Board and any administrator or administrators involved.
3. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participation.

ARTICLE XII

DURATION OF AGREEMENT

- A.** This agreement is effective as of August 1, 2009 through July 31, 2011.
- B.** At least sixty (60) calendar days prior to the termination of this Agreement, either party may give the other party notice of its desire 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) calendar 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.

C. An Administrator may qualify for a three (3) year individual contract upon successful completion of three (3) years in an Administrative position and only with the recommendation- of the Superintendent of Schools to the Board for approval.

All individual contracts shall include among other terms and conditions language expressly noting that lay-off can be implemented due to financial stress or enrollment conditions.

ARTICLE XIII

VALIDITY OF AGREEMENT

A. This Agreement shall supersede any rules or regulations or practice of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future bargaining unit member contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. 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 hereto.

ARTICLE XIV

MISCELLANEOUS

Separation Clause

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

Freedom of Information Act

B. An administrator shall be given notice if a third party has made a Freedom of Information Act request for public records contained in the administrator's personnel records to the third party. This section shall not be applicable, however, if notification to the administrator is not required under the Bullard-Plawecki Right to Know Act, or if disclosure is made to a perspective employer of the administrator as provided in Act Number 90 or Act Number 189 of the Public Act of 1996.

School Safety Legislation

C. All administrators will be responsible for costs associated under the School Safety Legislation (2005 PA 129-131 and 138) for fingerprinting costs to be completed no later than July 1, 2008.

ARTICLE XV

SALARY COMPUTATIONS

A one percent (1%) off schedule payment will be made to all members on the first payroll in September of 2010 based upon the employee's placement on the 2009-2010 salary schedule.

The one percent (1%) off schedule payment for any new employee will be based upon salary at date of hire.

Formula

Identical percentage increase that teachers received is applied Level 1 and Level 2 of Administrator's pay schedule.

Level 3, Step 1, is 1.14 index off teachers' M.A. maximum scale. Step 2 through Step 8 is then attached the same percentage rate as teachers received.

Change Rates

For the duration of the Agreement, the Salary Schedule, as modified pursuant to the terms of the Cost-of-Living Adjustment provision, shall be increased by multiplying zero (0) percent times each step of the modified Salary Schedule. A Cost-of-Living Adjustment shall be paid at the conclusion of each school year, pursuant to the terms of the Cost-of- Living Adjustment provision.

Cost-of-Living Adjustment (C.O.L.A.)

Each year each Administrator shall receive a Cost-of-Living Adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, rounded to the nearest one-tenth (1/10) of one percent of the CPI, multiplied by the appropriate salary step according to the Salary Schedule Index as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of the April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest one dollar (\$1.00) to each Administrator no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the Administrator's regular salary and folded into the Salary Schedule, but shall be paid by a check separate from the Administrator's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of the Cost-of-Living Adjustment provision shall not exceed zero (0) percent.

**L'ANSE CREUSE PUBLIC SCHOOLS
ADMINISTRATORS' SALARY SCHEDULE**

2009-2010

SCHEDULE "A"

POSITION	Weeks Worked (209 days)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
High School Principal (Level 1)	45	\$108,557	\$108,905	\$112,993	\$115,212	\$117,430	\$119,656	\$121,874	\$124,095
Middle School Principal Director Career Ed. (Level 2)	45	\$99,675	\$101,895	\$104,119	\$106,305	\$108,557	\$110,770	\$112,992	\$115,212
Elementary Principal Associate Principal Youth Home Supervisor (Level 3)	45	\$95,245	\$97,449	\$99,675	\$101,895	\$104,119	\$106,307	\$108,607	\$110,770

2010-2011 SCHOOL YEAR CALENDAR FOR LCAA ADMINISTRATORS

(Calendar runs Sunday to Saturday)

AUGUST						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
			1	2		
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

■ - First Day and Last Day

■ - Non-work day

WORK DAYS	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN	JUL
TOTAL	17	20	21	19	13	21	18	23	14	20	22	1
209												

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Administrators' Association

RE: SUPPLEMENTAL STIPEND HIGH SCHOOL ASSOCIATE PRINCIPALS

The Board of Education and the Administrator Association agree that L'Anse Creuse High School and L'Anse Creuse High School North Associate Principals will receive a \$2,000 per year supplemental stipend as compensation for the additional hours of work spent in the supervision of evening activities.

For the Association:

Barbara Vandeweyer
Signature

2-23-04
Date

For the Board of Education:

Arthur M. Pellerin
Signature

2-24-04
Date

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Administrators' Association

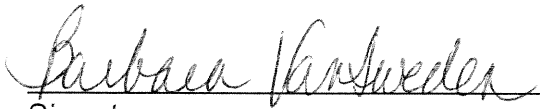
RE: HEALTH INSURANCE COVERAGE

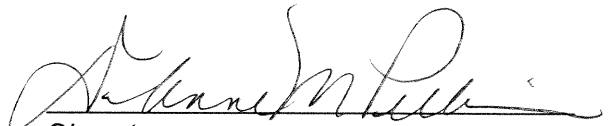
The Board of Education and the Administrator Association agree that representatives of the Board and the Association will be part of a committee to research health care carriers and costs of coverage comparable to their current Blue Cross Medical Option II Insurance Plan.

In the event that this committee is successful in securing comparable coverage, their recommendation will be presented to the Board of Education for final approval.

For the Association:

For the Board of Education:


Signature


Signature

2-23-04
Date

2-24-04
Date

/s/
Health Care Agreement.doc

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Administrators' Association

RE: Administrator Application


The District and the Administrators' Association agree that the application sent to all administrators to complete in December, 2005, is for information purposes only and it will not be used for any purpose regarding terms and conditions of employment. Notwithstanding, completing and signing the application, the District acknowledges that the administrators will be governed by the terms and conditions of the collective bargaining agreement signed by the two parties on March 25, 2004, and their individual contracts of employment.

An administrator will receive written notice from the employer of any requests under the Freedom of Information Act prior to releasing any information from his/her personnel file.

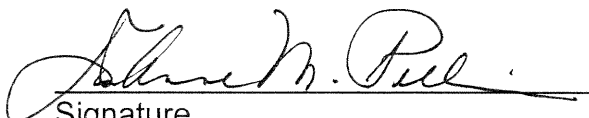
Administrators will have the opportunity, within 24 hours notice, to view their personnel file.

For the Association:

For the Board of Education:



Signature



Signature

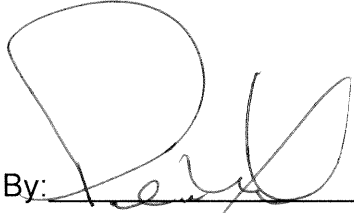
May 8, 2006

Date

May 8, 2006

Date

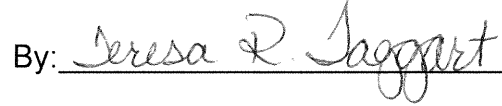
L'ANSE CREUSE PUBLIC SCHOOLS
ADMINISTRATORS' ASSOCIATION



By: _____

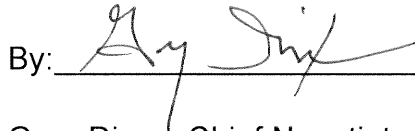
Paul Lasala, President

BOARD OF EDUCATION
L'ANSE CREUSE PUBLIC
SCHOOLS SCHOOL DISTRICT



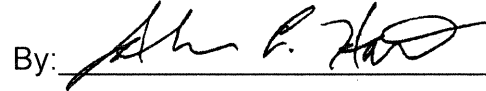
By: _____

Teresa R. Taggart, President



By: _____

Greg Dixon, Chief Negotiator



By: _____

John C. Hart, Secretary

Date: June 21, 2010

Date: June 21, 2010