

ADMINISTRATIVE CONDITIONS OF EMPLOYMENT

One-Year Agreement: July 1, 2009 – June 30, 2010

An objective system of paying all BUILDING administrators has been developed by the Board and administrators that takes into account factors which link wages to responsibilities. This agreement covers the following positions:

High School Principal
Middle School Principals
Elementary Principals
Athletic Director

High School Associate Principals
Middle School Associate Principals
Director of Special Education

This Conditions of Employment reflects a freeze on all compensation covered under these Conditions.

COMPENSATION – Hired Prior to June 30, 2003

To determine the total salary of above-mentioned administrators, follow the procedure shown below:

- Multiply the *weekly* factor by the number of weeks the person works (see page 12 of this document) to obtain the base salary.
- The *weekly* factors are as follows:
2008-2009 - \$2156
2009-2010 - \$2156
- Multiply the *annual* factor as detailed below by .5%:
2008-2009 - \$81,930
2009-2010 - \$81,930

Multiply that amount by the number of years the person has been a building administrator in the Lake Orion Community Schools, up to a maximum of 20 years. Add this amount to the base salary. After one successful year as a Lake Orion administrator, individuals may be granted up to five (5) years of credit for experience gained as a contracted administrator in other districts.

- Administrators possessing a Doctorate, Ed. Spec., 2nd MA, or MA+30, add 6% of the advanced degree factor which is as follows:
2008-2009 - \$85,334
2009-2010 - \$85,334
Add this amount to the base salary.

- The following positions are granted a responsibility factor, calculated on the stated percentage of the annual factor:

Administrative Position	Responsibility Factor 2008-2009	Responsibility Factor 2009-2010
High School Principal	14.0	14.0
Middle School Principals	10.0	10.0
Elementary Principals	8.0	8.0
High School Associate Principals, Athletic Director	6.0	6.0
Middle School Associate Principals	5.5	5.5
Director of Special Ed	6.0	6.0

- **Additional Responsibility Factor**

The following positions are granted an additional responsibility factor, for additional administrative responsibilities, as follows:

High School Principal and Athletic Director	<u>2009-2010</u> \$5175
Middle School, Elementary Principals, and Director of Special Education	\$3375
High School & Middle School Associate Principals	\$3050

Add this amount to the base salary

LONGEVITY

A. District Longevity

Administrators with fifteen (15) through twenty-one (21) years of continuous service in Lake Orion Community Schools shall receive a stipend as listed below: of the following:

2009-2010: \$1025

Administrators with twenty-two (22) years or more of continuous service in Lake Orion Community Schools shall receive the following:

2009-2010: \$1425

B. Administrative Longevity

In addition to continuous district longevity, compensation will be given to administrators for their years of service as administrators within Lake Orion Community Schools. Up to five (5) years may be credited to administrators who were under administrative contract in other districts. The longevity payments will be based on the following rates:

Contract year: 2009-10

5 – 8 years \$3300
9 – 14 years \$4275
15 years and up \$5400

Longevity pay shall be issued in two equal installments.

TAX SHELTERED ANNUITIES

All administrators will receive a Board funded tax sheltered annuity. The TSA will be implemented on the following schedule and funded upon receipt of the district's first state aid payment for the fiscal year on or about October 20th;

Contract years: 2009-10

Principals, Directors,
Athletic Director \$4850

Associate Principals \$3550

Mileage Reimbursement

Mileage related to school business, above 100 miles one way, will be reimbursed at the current IRS rate.

COMPENSATION – hired after June 30, 2003

2009-2010 Position List

Grade	Positions	Days	Degree
6	High School Principal	230	MA
5	Middle School Principal	215	MA
	Director of Special Education	215	MA
4	Elementary Principal	215	MA
3	Associate High School Principal	215	MA
	Athletic Director	230	MA
2	Associate Middle School Principal	215	MA
	Extended Learning Director	215	MA
1	Instructional Technology Director	225	MA

2009-2010 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6	\$112,182	\$113,920	\$115,945	\$117,683	\$119,427
5	\$103,045	\$104,680	\$106,325	\$107,960	\$109,875
4	\$100,035	\$101,945	\$103,590	\$105,230	\$106,870
3	\$97,300	\$98,940	\$100,855	\$102,495	\$104,135
2	\$94,570	\$96,205	\$97,845	\$99,765	\$101,400
1	\$91,840	\$93,475	\$95,115	\$96,755	\$98,400

- **Additional Responsibility Factor**
The above positions are granted \$1000, as salary, for additional administrative responsibilities.

LONGEVITY

A. District Longevity

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2009-2010: \$1025

Administrators with twenty-two (22) years or more of continuous service in Lake Orion Community Schools shall receive the following:

2009-2010: \$1400

B. Administrative Longevity

In addition to continuous district longevity, compensation will be given to administrators for their years of service as administrators within Lake Orion Community Schools. Up to five (5) years may be credited to administrators who were under administrative contract in other districts. The longevity payments will be based on the following rates:

Contract year:	2009-10
5 – 9 years	\$1600
10 – 14 years	\$2125
15 years and up	\$2625

Longevity pay shall be issued in two equal installments.

TAX SHELTERED ANNUITIES

All administrators will receive a Board funded tax sheltered annuity. The TSA will be three percent of salary (less additional responsibilities) and issued upon receipt of the district’s first state aid payment for the fiscal year on or about October 20th.

Mileage Reimbursement

Mileage related to school business, above 100 miles one way, will be reimbursed at the current IRS rate.

**The following sections apply to all members of these
Conditions of Employment regardless of hire date**

PAYMENT OF SALARY

- A. Administrative salaries will be paid in twenty-six (26) equal installments. The administrator's contract year shall be from July 1 to June 30, and annual pay will be distributed during this time.
- B. Should an administrator resign from Lake Orion Community Schools prior to the completion of the terms of his/her contract, the percent of pay received will be compared to the percent of contractual days worked. If a discrepancy is found to exist, the administrator will be required to repay the school district.

TERMINATION PAY

Upon termination of employment from the Lake Orion Community Schools, administrators shall receive termination pay at their daily rate of pay for one fourth (1/4) their unused sick days. The maximum number of days paid shall be limited to twenty-five (25) days. The per day rate shall be based on their last base salary amount.

RETIREMENT PAY

Upon retirement from the Lake Orion Community Schools, administrators shall receive retirement pay at one-half the daily rate of pay for the first one hundred (100) of their unused sick days, and \$100 per day for days in excess of 100.

The per day rate shall be based on administrators' last full contract amount. To receive retirement pay, said administrator must be eligible for benefits from the Michigan School Employees Retirement Fund.

At the option of the administrator, group health care insurance coverage at group rates may extend up to twelve (12) months beyond the date the Board ceases to be liable for the premium payments. The administrator shall make payments to the Insurance Office and/or insurance carrier in such a manner as determined by the Board and/or the insurance carrier to be eligible for this extended coverage. Failure to receive timely payment may result in the administrator being dropped from continuing group coverage unless prior arrangements have been made with appropriate Board personnel.

- I. An administrator who continues to serve in an administrative capacity and who fulfills his/her contract with the Board to the end of the scheduled work year, shall be completely covered through June 30th for extended cash coverage beyond August 31st of our MESSA Super Care and all other fringes that are extendable. Any administrator who terminates and/or who accepts employment elsewhere will be eligible for one (1) additional month's coverage beyond date of termination as prescribed by law.

C. Changing Positions

If an administrator changes positions, this change will not result in less contractual pay than scheduled unless such change is voluntary. If voluntary, an administrator electing a change will assume the salary scheduled for that position. An administrator reassigned to another administrative position will maintain his/her salary until the pay schedule catches up. Needs for additional administrative/student support at the elementary and middle school levels will be addressed. Discussion between building principals, superintendent and his/her designee(s) will take place when building populations exceed 600 at elementary level and 900 at the middle school levels. Considerations will be discussed, including district financial implications.

D. Summer administrative positions shall:

1. Be paid as follows:
 - a. The annual factor divided by 190 shall be the per diem base rate.
 - b. The per diem base rate multiplied by one percent (1%) multiplied by the number of years, will be the per diem experience factor to a maximum of ten (10) years.
 - c. The total per diem pay shall be the sum of the per diem base rate and the per diem experience factor.
 - d. The total pay shall be the total per diem pay multiplied by the number of days necessary to fulfill the position.
 - e. The number of days for the position shall be determined by the Superintendent.
2. Be posted annually and will be appointed by the Superintendent with the approval of the Board of Education.

II. EDUCATION AND EXPERIENCE

- A. A minimum standard of a master's degree, which includes at least thirty (30) semester hours of graduate work, is established for all administrative positions. The high school principal position shall meet the North Central standard of forty-five (45) semester hours of graduate credit. A minimum of twenty (20) semester hours of graduate credit shall have been earned by all administrators in administration, curriculum, supervision and related fields. This standard should be met by the end of a two (2) year period. If extenuating circumstances or family emergency prevents this, an extension may be granted by the Superintendent.
- B. Placement on the salary schedule for administrators new to the system shall be determined by the Board of Education on the recommendation of the Superintendent and according to the conditions of this policy.
- C. The Board of Education will provide financial reimbursement to all administrators for graduate tuition and textbooks after successful completion of coursework.

III. FRINGE BENEFITS

The Board shall provide administrators minimally, the same fringe benefits as given other district employees.

- A. Dues in one (1) state administrative organization are to be paid for each administrator. Additional dues to other regional, state or other national associations appropriate to the administrator's interest may be paid if approved by the Superintendent. National conferences will be supported on a rotating basis for one (1) secondary administrator and one (1) elementary administrator annually. The schedule is available from the office of the Superintendent.
- B. Full family health care shall be provided each administrator with full premium paid by the Board of Education. Coverage shall be for twelve (12) months. The prescription co-pay rider shall be at a level of ten (\$10.00) generic, ten (\$10.00) name brand in 2009-2010 and twenty (\$20.00) mail order. The prescription co-pay rider shall be at a level of ten (\$10.00) generic, twenty (\$20.00) name brand in 2009-2010 with twenty (\$20.00, generic) and forty (\$40.00, name brand) mail order. The coverage shall provide for semi-private hospitalization as follows:
- C. Health Insurance Plans

MESSA PAK (for employees needing health insurance), effective October 1, 1992.

- 1. Medical - Choices Full Family + Hearing and Preventative Care Riders
- 2. Group Long-Term Disability
- 3. Delta Dental
- 4. Vision
- 5. Group Life
- 6. Great Lakes Strategies ~ Flexible Spending Plan

Plan B (for employees not needing health insurance)

- 1. Group Long-Term Disability
- 2. Delta Dental
- 3. Vision
- 4. Group Life
- 5. Health Insurance Option
- 6. Great Lakes Strategies ~ Flexible Spending Plan

The specific company shall be determined by the Board of Education.

- 2. Group Long-Term Disability*

The Board shall provide all administrators with long-term disability insurance. Gross Monthly Indemnity = 66 2/3% of the insured's basic monthly salary – monthly salary calculation maximum of \$10,605 – with a maximum monthly disability income benefit limit of \$7,000.

Elimination Period - Sixty (60) calendar days or accumulated sick leave, whichever is greater. The Board agrees to protect administrators covered under

these conditions of employment for the sixty (60) calendar day elimination period prior to LTD, if approved for LTD, when they have exhausted their sick days by granting said administrator enough additional sick days to cover the elimination period.

Maximum Income Period - for total disability due to accidental injury to insured's age sixty-five (65).**

Survivor benefits:

If the insured employee is eligible to receive Long-Term Disability benefits under this plan and subsequently dies, benefits shall continue to be paid to the deceased employee's eligible survivor for a period not to exceed six (6) months. The survivor benefit will equal 66 2/3% of the benefit otherwise payable to the employee before any reduction due to other benefits as described in the Monthly Benefit Section.

*During the two-year probationary period, this benefit is given at the discretion of the superintendent.

The Maximum Income Period will not be less than twelve (12) months. Insurance will terminate the date of cessation of active membership as an employee in an eligible class.

3. Delta Dental

Dental insurance for those administrators who are not covered under another dental insurance plan shall be provided by the Board. Coverage shall be equal to MESSA/Delta Plan Auto+, with Orthodontic Rider 0-8, with internal and external coordination of benefits for all administrators and their eligible dependents.

The maximum annual benefit shall be equal to one thousand five hundred dollars (\$1,500.00). The specific company shall be determined by the Board.

Administrators who are covered under another dental insurance plan, either through Lake Orion Schools or another employer, shall be provided with coverage equal to Michigan Education Special Service Association Dental Plan C (fifty percent (50%) coverage – Class I and II with 0-1 fifty percent (50%) Class III. This will include internal and external coordination of benefits.

4. Vision

The board shall provide all administrators without cost to the administrator, MESSA Vision Care VSP-3 Plus for all administrators and their dependents.

**Per LTD Contract

5. Group Life

Administrators shall be provided with life insurance benefits in the amount of two times the administrator's salary. The Board retains the right to select the company.

6. Health Insurance Option Plan B

Administrators not electing health insurance coverage will receive \$410 per month for 2009-2010, payable in bi-annual lump sum cash payments subject to applicable deductions.

IV. ADMINISTRATIVE LEAVE

A. Illness and Disability

1. At the beginning of each school year, each administrator shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness or disability, or serious illness or quarantine in the family. The family will be defined as husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, and grandchildren. The unused portion of such allowance shall accumulate from year to year up to an unlimited number.
2. Additional sick pay will be granted to administrators who exhaust their accumulated sick leave subject to the following conditions:
 - a. That a credit of at least twenty-five (25) sick leave days had been accumulated by the administrator at the beginning of the school year, and
 - b. That a statement from a qualified physician which certifies the illness is submitted to the Superintendent's office, and
 - c. That additional sick pay shall not exceed one-half (1/2) of the amount that has been accumulated at the beginning of the school year, and
 - d. That additional sick pay shall not extend beyond the current school year.
3. An administrator who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon written request by the administrator unless serious permanent disability shall have occurred.
4. Absence due to an on-the-job injury, but not involving personal gross negligence, will entitle the insured to supplemental compensation defined below:

Supplemental compensation payable for absence necessitated by injury will be comprised of Worker's Compensation in part, and payment of the

differential by the Board to effect a combined cumulative total equal to the value of accumulated sick days. Only after this combined equivalent amount has been used up, will sick days be charged to the administrator.

5. An administrator who has been absent five (5) consecutive work days may be requested to present a doctor's statement upon return to work. In case of prolonged illness (after ten (10) consecutive work days) the administrator must provide a report from a doctor. In addition, a pattern of absences may also require a doctor's statement.
6. Administrators not reporting to work are to notify the Superintendent's office by 8:00 a.m. the morning of the absence.
7. Family and Medical Leave Act (as in compliance with the law)
 - a. An employee, whether male or female, is entitled to twelve (12) workweeks of family leave during any twelve (12) month period. An employee is anyone who is employed by the employer on a continuous basis for the previous fifty-two (52) weeks for at least 1,250 hour of service during those fifty-two (52) weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.
 - b. The family leave may be taken: (1) because of the birth of a child and to care for a newborn child; (2) because of the placement of a child with the employee for adoption or foster care; (3) to care for a child or a spouse or a parent who has a serious health condition; or (4) because of the employee's own serious health condition. If both parents of the child are employed by the district, they together are entitled to a total of twelve (12) weeks of leave, and leave may be granted to only one (1) parent at a time.
 - c. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally child may be taken only once for any given child. The district may require confirmation by a health-care provider of the employee's need for family leave.
 - d. "Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under eighteen (18) years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by a health care provider.
 - e. The family leave shall be without pay for all or part of the leave. The employee may choose or the district may require the employee to use his/her total accumulation of paid leave to which he/she is entitled while on FMLA. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the district.
 - f. An employee who plans to take family leave must provide the district with the written notice of at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the district of the expected leave within one (1) working day of the beginning of the leave

- g. Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits and other terms and conditions of employment.

B. Extra Leave Days

1. An administrator called for jury duty or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the administrative pay and the pay received from the performance of such obligation.
2. A total of five (5) extra reimbursed leave days per year may be used by an administrator to meet involuntarily the requirements of governmental agencies or for the purpose of attending immediate family funerals. If the combination of the governmental days and the funeral days exceed five (5) days, the excess over five (5) days shall be deducted from the administrator's sick leave to the extent that such sick leave has been accumulated, and thereafter, shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, and grandchildren.
3. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business of funerals other than in the immediate family as defined in Number 2. Additionally, up to five (5) earned sick leave days may be used for personal business. Absence must be approved by the Superintendent, and notice shall be given twenty-four (24) hours in advance, if possible. Personal business days will not be approved for the day preceding nor the day following a day for which school is not scheduled (traditional two (2) day weekends excluded). Exceptions to the aforementioned limitations shall be allowed for the utilization of personal leave days for legal obligations and/or funerals not covered in Number 2.

C. Unpaid Leaves of Absence

1. An unpaid leave of absence may be granted to any administrator upon written request for a semester or on an annual basis with permission of the Superintendent and approval of the Board of Education.
2. A military leave of absence shall be granted to any administrator who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Credit on the salary schedule shall be at the rate of one (1) year of administrative experience for every two (2) years of military service, not to exceed five (5) years of administrative services granted.
3. Maternity/paternity leaves of one (1) year may be granted upon request. These leaves may be extended annually with approval of the Board of Education. An administrator returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.

Maternity leave will be granted in accordance with Equal Employment Opportunity Act of 1972, as amended, from time to time, Federal EEOC guidelines, and other applicable State and Federal Statutes, regulations and guidelines.

4. At the end of any unpaid leave of absence, upon return to work, the administrator shall be placed in a position of comparable pay scale to the position at time of the leave.

V. ADMINISTRATIVE WORK CALENDAR

- A. All administrators will be expected to work the district calendar, unless approved for leave by the Superintendent. Those administrators with direct student supervisory responsibilities will work the district calendar unless emergency leave is approved by the Superintendent.
 1. Contract days will be fulfilled from July 1 to June 30 of each contract year. It is understood that the duties and responsibilities of the administrative job will be fulfilled as directed by immediate supervisor.

	Position	No. of Days	Weeks
a.	High School Principal	230 Days	49
b.	MS Principals	215 Days	45
c.	Elementary Principals	215 Days	45
d.	HS/MS Associate Principals	215 Days	45
e.	Director of Special Education	215 Days	45
f.	Athletic Director	230 Days	49

Number of weeks includes holidays and three at-will days. At-will days to be determined by the Superintendent.

2. It is expected that the distribution of work days for all building administrators will include the following:
 - a. days that teachers are scheduled to be at work
 - b. at least two weeks prior to the scheduled arrival of the teachers in the fall
3. Any deviations in the work calendar are to be cleared through the Superintendent and immediate supervisor(s).
4. In the event of an LOEA or AFSCME strike or work stoppage that has the effect of lengthening the administrative work year, schedule adjustments agreeable by both parties will be made or compensation time will be arranged. Where that is not possible, administrators will be paid their contractual number of days.
5. Up to two days can be counted as work days for official school business conducted outside of the normal work day criteria. Days must be included on work day calendar and approved by the Superintendent prior to completion.

VI. TENURE

No administrator shall receive tenure in any administrative position. Administrators who desire shall be re-employed as a teacher consistent with and according to law and consistent with the negotiated teachers' contract.

VII. SABBATICAL LEAVE

Pursuant to Section 572 of the School Code of 1955 as Amended, administrators who have been employed by the Board for seven (7) years may be granted a sabbatical leave for up to one (1) year upon a written request. During said sabbatical leave, the administrator shall be considered to be an employee of the school district and shall be paid sixty percent (60%) of his/her annual salary rate for the school year in which the leave is granted. In case the leave is instituted by the Board of Education, the administrator shall receive one hundred percent (100%) of salary for the length of the leave. An administrator receiving sabbatical leave shall return to the school system for at least three (3) years following said sabbatical leave unless other arrangements have been agreed upon by the Board of Education. This arrangement does not imply a three (3) year employment contract with any individual.

- A. Before beginning the sabbatical leave, the administrator shall enter into contract to return to active service in the Lake Orion Community Schools for a period of at least one (1) year after expiration of such leave. An administrator who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.
- B. To protect the Board against the administrator's failure to return to his/her administrative position, provided he/she is physically and mentally capable, the administrator shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:
 1. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each nineteen (19) days of service rendered.
 2. The note shall, upon failure of the administrator to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the administrator should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be seven percent (7%) on the unpaid balance, effective January 1st of the year the sabbatical was actually used.
- C. All such requests must be submitted to the Board, in writing, by March 1st proceeding the year for which the leave is being requested.
- D. While on sabbatical leave, administrators shall be provided full fringe benefit protection at Board expense.

- E. An administrator, upon return from sabbatical leave, shall be restored to his/her former position of like nature and status and shall be placed at the same position on the salary schedule as he/she would have had, had he/she worked in the district during such period.

VIII. STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION

- A. An administrator may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with School Code M.S.A. 15.3775-3757 and Board policy.
- B. Any instance of assault upon an administrator while in the performance of his/her assigned administrative duties or related professional responsibilities shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance, including legal counsel, where appropriate to the administrator in connection with the investigation, prosecution and disposition of the matter by the proper authorities. All medical expenses not otherwise reimbursed shall be paid by the Board.
- C. Time lost by an administrator in connection with such assault or such criminal or civil action by reason of disciplinary measures imposed by the administrator upon a student, shall not be charged against said administrator unless he/she is adjudged guilty by a court of competent jurisdiction.
- D. Administrators shall exercise reasonable care with respect to Board property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty, for any damage to or loss of such property.
- E. If any administrator is sued by reason of disciplinary action, as appropriate and allowed by Board policy, taken by the administrator against a student, the Board will provide counsel to advise the administrator of his/her rights and obligations with respect to such action. Should the administrator require legal representation, our liability insurance would go into effect and counsel would become the responsibility of the insurance carrier. Administrators are covered under an "errors and omissions" policy.
- F. Since the administrator's authority and effectiveness is undermined when students and their supervisory staff discover that there is insufficient backing and support of the administrator, the Board recognizes its responsibility to give full support and assistance to administrators with respect to the maintenance of control and discipline.
- G. No final action shall be taken upon any complaint toward an administrator nor shall notice thereof be included in said administrator's personnel file unless such matter has been discussed with the administrator concerned, who shall be entitled to speak in his/her defense.
- H. The school will provide liability insurance coverage for each administrator up to one million dollars (\$1,000,000.00).

IX. OFFICE HOURS

The administrative work day, during the scheduled days of instruction, shall be eight hours, inclusive of the teacher workday.

It is expected that administrators be available to respond to and interact with the community as needed. It is understood that the above are minimum standards and that conditions may exist for which administrators will work beyond that minimum expectation.

X. EMERGENCY CLOSING

Administrators are not required to report to school, or remain in the building, in the event that schools are closed due to emergency situations, i.e., inclement weather, etc. Should this occur, no loss of leave days or pay days shall be incurred by the administrator.

XI. VACANCIES, PROMOTIONS AND TRANSFERS

- A. The board shall, during the school year, notify the administrative staff of teaching and supervisory vacancies. The vacancies shall be posted in each building for seven (7) school days during the school year. During the summer vacation, vacancies shall be posted seven (7) work days in the Central Office. Administrators may request to be placed on a mailing list for summer postings, which the Board agrees to mail.
- B. The Board agrees that all Lake Orion administrators, so requesting, shall be interviewed for all vacancies for which they apply and for which they are qualified. It shall be the responsibility of the Board to hire the best candidate available, whether that candidate be from within the system or from outside the system. Consideration will be given to the known factor on inside candidates.

XII. ADMINISTRATIVE STAFF REDUCTION AND RECALL

- A. The Board shall carry out reductions of force in accordance with Michigan statutes and the rules and regulations of the Michigan Department of Education, and according to school district policy.
- B. In the event a reduction in administrative personnel becomes necessary, the best qualified people, as determined by the Board and Superintendent, in consultation with immediate supervisor in the particular classification shall be retained. The following factors will be considered in determining who shall be laid off: (These factors are not listed in order of priority).
 - 1. Administrative experience within the district
 - 2. Administrative experience outside the district
 - 3. Other employment experience within the district
 - 4. Other employment experience outside the district
 - 5. Most recent experience in job classification
 - 6. Professional training
 - 7. Certification
 - 8. Qualifications
 - 9. North Central Standards where applicable
 - 10. Evaluations
 - 11. Attendance records
- C. Recall: The administrator in each classification will be recalled in the reverse order of reduction.

- D. Administrators laid off through the procedures as stated in this article shall be maintained on a recall list. The Board shall give written notice of recall from lay off by sending a registered or certified letter or telegram to said administrator at his/her last known address.

The administrator's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the administrator. If an administrator fails to report to work within thirteen (13) days from the date of mailing of the recall, unless an extension is granted in writing by the Board, said administrator shall be considered as a voluntary quit. The individual's employment contract and any other employment relationship with the Board shall be terminated.

XIII. ADMINISTRATIVE PERSONNEL DUE PROCESS

The Board of Education offers to all administrative personnel "Due Process" in appealing the actions of a supervisor when these actions result in dismissal, demotion, written reprimand or loss of pay. All administrators have the right to receive specific and timely written statements pertaining to their job performance and the right to a rebuttal of any described shortcomings.

No administrator shall receive any formal disciplinary action that can not be ultimately appealed to the Lake Orion Board of Education.

PROCEDURES FOR INITIATING AND APPEALING DISCIPLINARY ACTION:

STEP ONE:

Whenever a supervisor initiates a formal disciplinary action, it shall be done in a private meeting with the administrator. The supervisor shall state in writing the reasons for the actions, the remediation that must take place, and a reasonable time line for the remediation. If the administrator fails to meet the stated expectations within the time line, the administrator may be dismissed. If the administrator is dismissed, the reasons for the dismissal must be outlined citing the administrator's lack of performance or the specific violations of accepted practice and policy.

STEP TWO:

If the administrator wishes to have the action taken by the supervisor** in Step One reviewed, the administrator shall, within ten (10) working days, send written notification to the Superintendent. The written notice requesting a review of the action taken in Step One shall include a statement of the action take and the reason for the requested review. The Superintendent shall schedule and hold a review meeting with the administrator requesting the review and, if desired, his/her designated counsel, within twelve (12) working days following the receipt of the request.

**If supervisor is the Superintendent, proceed to STEP THREE.

The Superintendent shall render a written statement within twelve (12) working days after the hearing to the administrator and other appropriate personnel either agreeing or disagreeing with the action taken in the previous steps.

STEP THREE:

If the administrator wishes to have the decisions of the Superintendent reviewed by the Board of Education, the administrator shall send written notification to the

Superintendent of Schools within seven (7) working days of the date of the written decision in Step Three. The Board of Education shall schedule and hold a review meeting with the administrator and appropriate personnel outlining the final disposition of the matter under dispute.

XIV. Re-Opener Clause

In the event that LOEA settles a 2009-2010 contract with a salary increase, this contract will be reopened for the sole purpose of discussing salary. If this agreement is reopened, any percent applied to salary would not apply to the additional responsibility factor.

XVII. REVIEW OF DOCUMENT

The Administrative Conditions of Employment may be reviewed annually. The administration may make recommendations for change when the need arises, or financial conditions necessitate.

Latest Printing: November 10, 2009

Alice Seppanen – Administrative Rep.

Kenneth Gutman - Superintendent

Negotiating team consisted of:

Administrators:

Darin Abbasse – Associate Principal
Jesse Baker – Principal
Dan Haas – Principal
William Reiss – Athletic Director
Alice Seppanen – Principal

Central Office:

Jo Hornbeck, Director of H.R.
Kenneth Gutman, Superintendent

