

**Contract Proposals
LPAA
May 19, 2008**

ARTICLE I: RECOGNITION

SECTION 1: RECOGNITION OF ASSOCIATIONS

Add:

The Board hereby recognizes the ASSOCIATION as the sole and exclusive bargaining representative pursuant to Act 379, P.A. 1965 as amended for all administrative employees including High School Principal, Elementary School Principals, Assistant Principals, Director of Vocational Education, Athletic Director, Director of Special Education, Special Education Program Supervisor, **Director of Early Childhood/Bilingual Education** and the Director of Alternative Education but excluding the Superintendent, Assistant Superintendents, Director Building and Grounds, Director of Food Services and Non-Certified Directors or Supervisors.

ARTICLE XIV: FRINGE BENEFITS

**SECTION II-IV: HOSPITALIZATION AND MEDICAL
INSURANCE/DENTAL CARE/VISION CARE**

Note: The LPAA will be given the following insurance benefits as currently negotiated with the LPEA.

Equal to the following BC/BS Coverage:

**Community Blue Option 1
Dental Traditional Plus
Vision VSP 12/12/12
Prescription \$10/\$20/\$20
In-network deductible of \$100/\$200**

SECTION 6: LEAVE DAYS

Change:

Any administrator who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the BOARD the difference between the amount received through Workmen's Compensation and **70%** of his/her regular pay during the period he/she is receiving such compensation, but not to exceed one (1) year. Leave days will not be deducted for the period the administrator is receiving Workmen's Compensation. Fringe benefits will be continued by the BOARD for the period it is paying such differential.

ARTICLE III

SENIORITY DEFINED

Change:

SECTION 2: DEDUCTION OF SENIORITY SHALL BE HANDLED AS FOLLOWS:

- a. Calendar days will be deducted for the time period from the effective date of the Board approved leave and the date of return to an administrative assignment.
- b. No deduction of seniority shall occur when an administrator receives a Board approved medical **leave** using **accumulated sick days**, ~~sabbatical~~, or military leave.
- c. Administrators under contract prior to June 30, 1985 shall have a seniority date as shown in the 1984-85 administrative seniority list in Appendix A. These dates will be subject to seniority deductions after July 1, 1985 as outlined above.
- d. No deduction of seniority shall occur when an administrator receives a personal leave to work in an administrative position in the district outside of the bargaining unit.

ARTICLE XV: MISCELLANEOUS PROVISIONS

Delete:

SECTION 4: AUTOMATIC IMPROVEMENT

~~Salary and Fringe Benefit improvements made by the largest bargaining unit in the district will be passed on at the same level and to the same extent to all members of the administrative bargaining unit.~~

SECTION 5: SALARY ISSUES

Delete:

~~A new lane "MA + 30" will be added to the salary schedule, midway between existing brackets of "MA + 15" and "Ed. Spec". It is understood that graduate hours used to qualify for this the advancement of a lane must be hours applicable to an advanced degree and be so accepted by an accredited college or university in a field of study that is appropriate to education. Payment to include a retro check and a phase in for the remainder of the contract.~~

Add: All administrative salaries will be based only on the awarded degrees of MA, Ed Spec. and Ph.D. All current administrators in lanes previously recognized will be grandfathered into their current lane effective with the 2008-2009 contract.

Effective with the 2008-2009 school year all administrators not currently in the awarded Ed. Spec. and/or Ph.D. Lane will receive \$2500 dollars more for the Ed. Spec. degree and \$5000 more for the Ph.D. Degree above and beyond the MA degree.

Section VI: Dress Code for Staff (add)

New: Administrators' dress shall reflect an acceptable standard of professional attire.

ARTICLE V

RECALL

a. NOTIFICATION PROCEDURE: (change)

Administrators will have 3 business days to respond to a job notification, which begins once contact is initiated. Lack of a timely response will be considered a “refusal and considered a resignation” by the administrator. It is the administrator’s responsibility to provide updated contact phone numbers to Human Resources. The association will be notified of all job openings and the outcomes as they occur. The Human Resource office will try to contact the administrator by:

- 1. Telephone**
- 2. E-mail**
- 3. Registered letter to the last known mailing address**

Delete:

- ~~1. Telephone contact (if not able to reach)~~
- ~~2. Registered letter to the last known mailing address. If no response within 10 working days the position shall be considered refused and considered a resignation.~~

h. If there is no eligible administrator available the position shall be posted.

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION 1: **Change**

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. It is understood that the term grievance shall not be preclusive for any other matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency. Before resorting to the grievance procedure an informal settlement between the administrator and the supervisor will be attempted within the initial ten (10) days of step 1 of the grievance procedure.

SECTION 2: **Change**

- a. Step One - An administrator shall present his/her complaint in writing to the Superintendent within ten (10) 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 within five (5) days a conference to attempt to resolve the complaint. A written decision on the matter shall be given the administrator and the ASSOCIATION within five (5) school days following the conference.
- b. Step Two - If the decision of the Superintendent is not satisfactory to the ASSOCIATION ~~or the individual~~ and if the ASSOCIATION ~~or the affected individual~~ indicates dissatisfaction with the Superintendent's decision in writing within twenty (20) days of said decision then ~~either~~ the ASSOCIATION ~~or the affected individual~~ may submit the grievance to arbitration before the American Arbitration Association in accord with its rules which shall otherwise govern the arbitration hearing.