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2014

**COLLECTIVE
BARGAINING
AGREEMENT**

BETWEEN THE

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF LINCOLN PARK**

AND THE

**LINCOLN PARK ADMINISTRATORS
ASSOCIATION**

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INTRODUCTION

This Agreement entered into this 6th of September, 2011, by and between the Board of Education of the School District of the City of Lincoln Park, hereinafter called the "BOARD", and the Lincoln Park Administrators Association, hereinafter called the "ASSOCIATION,"

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees to enter into collective bargaining agreements with respect to rates of pay, wages, hours of employment, and

WHEREAS, the BOARD recognizes that quality leadership promotes quality education, and

WHEREAS, the ASSOCIATION recognizes that, because school Administrators possess unique training and experience and function in positions of public trust, it should endeavor to assist the BOARD to develop the best educational program possible, 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, in the parties respectfully agree:

ARTICLE 1: RECOGNITION

1.100 RECOGNITION OF ASSOCIATION

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, and Special Education Program Supervisor, but excluding the Superintendent, Assistant Superintendents (or equivalent position), Director Building and Grounds, Director of Food Services and Non-Certified Directors or Supervisors.

1.110 ADMINISTRATORS DEFINED

The term “administrator” when used herein, shall refer to all members of the bargaining unit represented by the Lincoln Park Administrators Association.

1.120 BARGAINING UNIT EXCLUSIONS

Any individual holding an excluded position as described in Section 1.100 of this Article who also assumes responsibilities within the ASSOCIATION is specifically excluded from the bargaining unit.

1.200 EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The BOARD hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or with any other collective bargaining organization on behalf of administrators during the term of this Agreement.

1.210 SCOPE OF THE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the BOARD and the ASSOCIATION for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both parties at the time they

negotiated or signed this Agreement. The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

1.300 AUTHORITY OF THE BOARD

It is hereby mutually agreed that the BOARD reserves unto itself all powers, rights and responsibilities conferred upon it by the Laws and Constitutions of the State of Michigan and of the United States. However, these powers, rights and responsibilities are subject to the rights of the BOARD'S administrators under Act 336, P.A. 1947, as amended, and to the limitations imposed on it by the terms and conditions of this agreement.

1.400 DEFINITIONS

1.410 BOARD shall mean the Board of Education of the School District of the City of Lincoln Park or its designated agents.

1.420 ASSOCIATION shall mean the Lincoln Park Administrators Association.

1.430 Administrator shall mean any member of the bargaining unit.

1.440 Superintendent shall mean the Superintendent of Schools of the School District of the City of Lincoln Park, or his/her designated agents.

1.450 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.

1.500 DISTRIBUTION OF AGREEMENT

The BOARD shall be responsible for the typing and preparation of sufficient copies of this Agreement for distribution by the ASSOCIATION to each member of the bargaining unit. Such distribution may be electronic in nature.

1.600 SPECIAL CONFERENCES

The Superintendent and the ASSOCIATION shall meet as needed during the school year, upon the request of either party, to discuss matters relating to the interpretation or implementation of this Agreement. The time and place of all such meetings shall be mutually agreed upon and shall be scheduled so that they do not conflict with any of those Administrators attending.

1.700 NON-DISCRIMINATION

The ASSOCIATION agrees to continue to admit all Administrators to membership without discrimination on the basis of race, color, creed, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional organizations. The BOARD agrees to continue its policy of non-discrimination against any Administrator on the basis of race, color, creed, age, national origin, sex, marital status or membership participation in or association with the activities of any professional educational organization.

1.800 CREATION OF NEW ADMINISTRATIVE POSITION

The BOARD agrees to review with the ASSOCIATION the creation of any new administrative position that may be included in the ASSOCIATION bargaining unit. The BOARD further agrees to consider the ASSOCIATION recommendation, including the job description, prior to the creation of any such position.

1.900 CHANGES IN PRESENT POSITIONS

Any changes in the duties or job descriptions of positions currently within the unit, which the BOARD is obligated to bargain on, shall be subject to collective bargaining and agreement with the ASSOCIATION. When factors such as (but not limited to) legislative changes and impending financial deficits necessitate changes in duties or job descriptions of positions currently within the unit, the parties agree that the BOARD has the authority to make the changes unilaterally. In such circumstances, the BOARD will consult with the ASSOCIATION prior to the implementation of the changes.

ARTICLE 2: ASSOCIATION AND MEMBER RIGHTS

2.100 ASSOCIATION RIGHTS

2.110 PAYROLL DEDUCTIONS

The BOARD shall deduct ASSOCIATION dues as prescribed by the ASSOCIATION from alternate paychecks during the months of September through June inclusive for each Administrator for whom the BOARD has on file a written authorization to do so. Such deductions shall continue until the Administrator's services are terminated, or the authorization withdrawn. All dues shall be forwarded by the BOARD to the ASSOCIATION'S financial officer not later than seven (7) calendar days after such deductions are made. The BOARD shall also make payroll deductions upon written authorization from Administrators for annuities, credit union, savings bonds, insurance or any other plans or programs jointly approved by the BOARD and the ASSOCIATION.

2.120 ASSOCIATION USE OF SCHOOL BUILDINGS AND EQUIPMENT

The ASSOCIATION shall have the right to use school buildings for its proper business activities. The ASSOCIATION shall also have the right to use school equipment including duplicating equipment, calculating machines, computers and all types of audio-visual equipment at reasonable times and subject to such reasonable regulations as may be established by the BOARD. The ASSOCIATION shall pay for the reasonable cost of materials and supplies used, wages of specialized personnel when required, and any damage incident to the uses described herein.

2.130 ACCESS TO BOARD INFORMATION

The BOARD agrees to furnish to the Officers of the ASSOCIATION, copies of all public records concerning the financial resources of the district, budgetary allocations and expenditures, together with any other public record or information that may be required by the ASSOCIATION in the processing of any grievance or complaint, provided that the BOARD is not required to furnish material requiring compilation of information from more than one source. It is understood by the parties hereto that any material desired and requiring compilation, compendiums or the consulting and notating of various source public records shall be the responsibility of the ASSOCIATION and the obligations of the BOARD shall consist in the furnishing of the public records herein before specified.

2.140 ORGANIZATIONAL LEAVE DAYS

A pool of ten (10) organizational leave days shall be available to the ASSOCIATION that may be used by ASSOCIATION appointed representatives to attend conferences and other meetings related to the conduct of its affairs. It is further understood that all such leave days shall have the prior approval of the ASSOCIATION, which shall notify the Superintendent at least seven (7) days prior to the day such leave time is to be taken. In the event the Administrator's absence would disrupt school operations, the Superintendent shall have the right to deny the requested leave.

2.150 USE OF INTERSCHOOL MAIL

The Association shall have the right to use the district's interschool mail and the district e-mail system for communication to its members, subject to the district's Technology Acceptable Use policy.

2.200 MEMBER RIGHTS

2.210 SPLIT ASSIGNMENTS

Under normal circumstances administrators will not be responsible for the operation of more than one building or assigned to more than one position within the limitations of available personnel facilities and funds.

2.220 DISTRICT WIDE PROGRAMS

Administrators may be required to take responsibility for running district wide programs. This, however, does not preclude administrators from volunteering for such responsibilities, and the Association will use its influence to seek volunteers if requested by the Superintendent. In addition, this article has no effect on the Administrator's responsibility to carry out the necessary duties for completion of any district program within his/her building or area of responsibility as assigned by the Superintendent in consultation with the Administrator.

2.230 PERSONAL ACTIVITIES

The Board agrees that the private life of any administrator is not an appropriate matter for the concern or attention of the Board unless it adversely affects the administrator's ability to carry out professional function or responsibilities to the school district or to act as a representative of the district.

2.240 EXAMINATION OF PERSONNEL FILE

An Administrator's request to review and/or copy his/her personnel file shall be governed by the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978). The Administrator shall have the right to be accompanied by an Association representative, at the Administrator's discretion.

2.250 STUDENT DISCIPLINE

Each building principal shall have the right to control student discipline within his/her building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.

2.260 ASSOCIATION REPRESENTATION

Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where disciplinary action will be discussed or where discipline will be imposed.

ARTICLE 3: SENIORITY DEFINED

- 3.100 Administrative Seniority is defined as the length of continuous service as an administrator in the district.
- 3.200 Continuous service shall mean the original date of administrative appointment by Board Resolution to a permanent administrative position (not an acting assignment). Seniority shall be deducted for the time period an administrator is on personal business leave and not employed in another administrative capacity in the school district (see Section 3.330 below), or on layoff. Acting assignment(s) shall be limited to one (1) year.
- 3.300 DEDUCTION OF SENIORITY
- 3.310 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.
- 3.320 No deduction of seniority shall occur when an administrator receives a Board approved medical or military leave.
- 3.330 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.
- 3.400 SENIORITY DATES
- If two (2) or more administrators have the same seniority date the most senior administrator shall be determined as follows:
- 3.410 District seniority as a teacher (if the same)
- 3.420 Date of application for teaching position (if the same)
- 3.430 A lottery will occur to determine seniority.
- 3.500 MAINTENANCE SENIORITY
- 3.510 Administrators who are promoted into an excluded position as defined in Section 1.100 shall maintain and accrue seniority within the Bargaining Unit.
- 3.520 Administrators who resign their position within the Bargaining Unit shall forfeit all rights of accrued or accumulated seniority within the Bargaining Unit except as stated above.

- 3.530 Any administrator who returns to the Teachers Bargaining Unit shall be placed on the teacher seniority list consistent with their district seniority including all rights of the Agreement.
- 3.540 Any administrator who has not held a teaching position in the LPEA has no seniority rights into that Union.

ARTICLE 4: REDUCTION OF PERSONNEL

4.100 Should changes in student population or other conditions make necessary a general reduction in the number of administrators employed by the BOARD or the consolidation of administration for the elementary buildings, the BOARD will follow the procedure outlined below:

4.110 Before the BOARD makes any necessary reduction in administrators personnel it will first meet and discuss with the ASSOCIATION the effects of such reduction, and give the ASSOCIATION the opportunity to make recommendations relative to such reduction.

4.120 Reduction shall occur in reverse seniority order by classification.

4.121 Classifications are:

1. High School Principal
2. High School Assistant Principals
3. Athletic Director
4. Vocational Education Director
5. Special Education Director
6. Middle School Principal
7. Middle School Assistant Principal
8. Elementary School Principals
9. Elementary School Assistant Principal
10. Director of Early Childhood Development
11. Director of Alternative Education
12. Special Education Program Supervisor

4.130 Administrator's reduced from a classification (seniority permitting) shall be able to bump the lowest senior administrator in another classification if they have held that position previously within the district.

4.140 Administrator(s) bumped under Section 4.130 above shall be able to bump in a like fashion (seniority permitting).

4.150 Administrators unable to bump shall be laid-off.

ARTICLE 5: RECALL

- 5.100 Administrators who currently hold bargaining unit positions who are laid-off as per Article 4 will be placed on a list according to seniority. As administrative positions become available the following recall procedures shall be used:
- 5.110 Available position is determined by the BOARD.
- 5.120 Administrator(s) who held the available position within the district which is deemed open by the BOARD shall have recall rights to that position in order of seniority.
- 5.130 If an administrator refuses an offered position which they have held in the district previously then they have waived all seniority within the Bargaining Unit and said refusal shall be considered a resignation. However, any laid-off administrator having exercised his/her recall rights and under contract by another school district will have the right to honor that contract for the remainder of the school year. The position for which the administrator is being recalled shall be filled on a temporary basis for a period of up to one (1) year.
- 5.140 Laid-off administrator(s) shall retain recall rights to a position(s) that they have held in the district previously for a period not to exceed five (5) years from the effective date of lay-off.
- 5.150 No administrator(s) shall have any recall rights to any administrator positions that they have not held previously in the district.
- 5.160 It is the responsibility of the laid-off administrator to keep the Personnel Office notified of his/her current address and telephone number.
- 5.170 NOTIFICATION PROCEDURE
- 5.171 Telephone contact.
- 5.172 If not able to reach by telephone, then 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.
- 5.180 If there is no eligible administrator available the position shall be posted.

ARTICLE 6: TRANSFERS

6.100 VOLUNTARY TRANSFERS

- 6.110 Definition: Voluntary transfer shall mean the movement from one position to another position within the district.
- 6.120 An administrator who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another position within the unit before candidates outside of the unit are considered for that position. A building principal who is eligible for a transfer under the terms of the definition above shall be given an opportunity to seek a transfer to another building principal position within the unit before assistant principals inside of the unit are considered for that position.
- 6.130 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.
- 6.140 Those administrators who have filed a transfer request and are eligible for such a transfer shall each be interviewed by the Superintendent or his/her designee.
- 6.150 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. The reasons for denial will be placed in writing by the Superintendent at the request of the administrator. The Superintendent shall have complete discretion regarding voluntary transfers.
- 6.160 When an administrator is administratively transferred to a different administrative position, the BOARD will reimburse the cost of any course work required to gain certification in the newly assigned position.

6.200 INVOLUNTARY TRANSFER

The Superintendent after conferring with the ASSOCIATION may involuntarily transfer an administrator to another position within the bargaining unit.

6.300 TEMPORARY OR ACTING POSITIONS

Temporary or acting positions of one (1) year or less shall require notification of availability. Administrators placed in those positions shall accrue rights to the position

for the purposes of application should the position become available on a permanent basis.

ARTICLE 7: COMPLAINTS

- 7.100 In the event that a citizen should raise a complaint concerning an administrator or the operation of his/her area of responsibility, the citizen shall be referred to the affected administrator to discuss the matter.

- 7.200 Should the complaint remain unresolved after Section 7.100, the citizen, if further action is desire, shall follow the appeal procedure as outline in Board Policy.

ARTICLE 8: PROFESSIONAL IMPROVEMENT PROCEDURES

8.100 PROFESSIONAL CONFERENCES

- 8.110 The importance of professional development is recognized. Application for approval for attendance at any conference shall be made to the Superintendent at least six weeks in advance of the conference. The Superintendent's approval or disapproval for the conference will be final. If the Superintendent approves attendance at the conference, a written report of the conference and its application to the district must be submitted to the Superintendent within two weeks after the conclusion of the conference.
- 8.120 There shall be no deduction of leave days for attendance at such conferences and reasonable expenses incurred, therein, shall be reimbursed by the Board subject to district procedures and policies.
- 8.130 Administrators are encouraged to attend conferences as part of their professional development. Conference attendance shall be subject to the approval of the Superintendent. Reimbursement for conference expenses is subject to budgetary constraints and shall be determined by the Superintendent.

ARTICLE 9: ADMINISTRATIVE CALENDAR & VACATION DAYS

- 9.100 Administrators will adhere to the yearly work calendar according to position as described below:
- 9.110 The High School Principal will be granted 20 vacation days per year. These may be used at any time when classes are not in session upon arrangement with the Superintendent.
- 9.120 All other administrators will adhere to the yearly school calendar and will not be required to be present when school is not in session except that each administrator will work during the summer according to the following schedule:
- 9.121 Middle School Principal, Middle School Assistant Principal, Elementary Principal, Elementary School Assistant Principal, Special Education Supervisor – 2 weeks plus 6 days, scheduled at the discretion of the Superintendent (scheduling to be done as far in advance as practicable)
- 9.122 Director Athletics, Director of Vocational Education, High School Assistant School Principals, Director of Special Education – 3 weeks plus 6 “on-call”* days, scheduled at the discretion of the Superintendent (scheduling to be done as far in advance as practicable)
- * Director of Athletics, Director of Vocational Education and High School Assistant Principals may be permitted to be “on call” for 6 days of the assigned summer schedule, at their request, upon the recommendation of the High School Principal and with the approval of the Superintendent. “On call” is defined as “in the area and available for work, if needed”. Director of Special Education need not necessarily work full weeks during this period, but it is his/her responsibility to see that all of his/her assignments and duties are properly completed.
- 9.130 When an administrator performs summer work not required by the Superintendent, such as under the terms of a grant or an outside agency, where the wages are determined by those other factors, the terms of the other arrangement shall take precedence over this contract.

9.200 TWO BUILDING ADMINISTRATORS

Administrators with more than one building to supervise shall be given a salary adjustment of \$1,688 per year, to be paid in equal installments at the end of the first and second semesters. This figure will be increased by the percentage amount shown in the salary schedule.

ARTICLE 10: LEAVES OF ABSENCE

10.100 PREGNANCY, PARENTAL, AND FAMILY CARE LEAVES

Pregnancy, parental, and family care leaves shall be governed by the Family and Medical Leave Act of 1993.

10.200 MILITARY LEAVE

A military leave shall be granted to any administrator who shall be inducted into any branch of the armed forces of the United States. Upon return from such leave, the administrator shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the district during such period. An administrator called during the second year for National Guard or reserve duty shall be granted special leave up to thirty (30) days. Such special leave shall be without pay and shall not be deducted from the administrator's leave benefits.

10.300 JURY DUTY

An administrator called for jury duty during the school year shall immediately notify the Superintendent or his/her designee. If requested, the administrator shall write to the court requesting to be excused from jury duty. A copy of said letter shall be sent to the Superintendent or his/her designee, who may also contact the court. In the event the request is denied, the administrator shall be granted special leave and shall be compensated for the difference between his/her contractual pay and the pay received for jury duty. Such special leaves shall not be deducted from the administrator's leave benefits.

10.400 TEMPORARY LEAVE

A qualified replacement may be named by the Superintendent to fill in for any administrator on leave up to a maximum of one (1) year.

10.500 PERSONAL LEAVE OF ABSENCE

A leave may be granted to any administrator for personal reasons at the discretion of the BOARD. Granting of said leave shall not set precedent for future requests made.

10.600 SABBATICAL LEAVE

10.610 Administrators who have been employed in the Lincoln Park Public Schools for at least seven (7) years may be granted a sabbatical leave for one (1) year to study. With BOARD approval, sabbatical leave may be granted for travel

directly connected with the administrator's major field of study. During said sabbatical leave, the administrator shall be considered to be in the employ of the BOARD and shall be paid one-half (½) his/her annual salary, and all other supplemental benefits that are made available to all other contractual personnel.

- 10.620 An administrator, upon returning from a sabbatical leave, shall be restored to his/her former position or to a position like in nature and status, and shall be placed at the same position on the salary schedule as if he/she had remained in the district during such period.
- 10.630 The deadline for making application for sabbatical leave shall be sixty (60) days prior to the beginning of the next semester. Sabbatical leave may be granted for at least one (1) school semester or for not more than one (1) year for study. The applicant must furnish one (1) written report per semester to the BOARD of his/her progress while on a sabbatical leave. All applications shall be filed with the Superintendent within the provisions set forth in this article and final determination of granting of the sabbatical leave shall rest solely with the BOARD.
- 10.640 The BOARD may grant short-term sabbatical leaves to administrators for programs to consist of, but not limited to, the following:
 - 10.641 Institutes whose duration is less than a semester.
 - 10.642 Workshop program's within or outside the school district duration of which extends beyond the normal conference length.
 - 10.643 Extended study of, and visitation to, another district.
 - 10.644 Independent research.
 - 10.645 Application and selection for the short-term sabbatical will follow the procedure previously set forth in this article.
 - 10.646 Before beginning the sabbatical leave, the administrator shall enter a contract to active service in the Lincoln Park School System for a period of at least one (1) year after the 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 BOARD waives the rule.

ARTICLE 11: PROTECTION OF ADMINISTRATORS

- 11.100 The BOARD shall recognize its responsibility to provide all possible support and assistance to administrators with respect to maintenance of control and discipline in the schools.
- 11.200 An administrator temporarily absent from his/her duties as a result of an assault while employed in school activities, and the assault is related to his/her performance of duties, shall receive full pay and all fringe benefits and shall not have the absence charged against his/her sick leave accumulation. Usage of this provision shall not exceed 90 work days. This shall not prohibit access to workers compensation or sick leave bank days after the 90 day period.
- 11.300 The BOARD shall reimburse any administrator during the life of this Agreement for the damage or destruction of clothing and/or watches, jewelry and eye glasses, provided further that such damage or destruction occurs in the performance of his/her job related responsibilities and is not otherwise covered by some other insurance policy. Reimbursement shall not exceed \$250.
- 11.400 The BOARD shall insure that legal defense coverage for all administrators is contained in the scope of the School District's liability insurance policies.

ARTICLE 12: GRIEVANCE PROCEDURE

12.100 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.

12.200 STEPS

12.210 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.

12.220 Step Two - If the Superintendent's decision does not resolve the grievance, either the ASSOCIATION or the BOARD may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than ten (10) workdays after delivery of the Superintendent's disposition. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than ten (10) workdays following receipt of the request.

12.230 Step Three - 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 (or within thirty [30] days of the termination of a mediation process which does not resolve the grievance), then either the ASSOCIATION or the affected individual may submit the grievance to arbitration before the American Arbitration Association or equivalent organization in accord with its rules which shall otherwise govern the arbitration hearing.

12.300 COSTS

When the arbitration process is initiated, the loser of the arbitrator's award will be responsible for all the costs of arbitration. The costs of a split decision will be divided proportionally as determined by the arbitrator.

12.400 RULES

12.410 Failure by the SUPERINTENDENT at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved administrator and to the President of the ASSOCIATION shall permit the aggrieved party or parties to proceed to the next step.

12.420 Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.

12.430 Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

12.440 A grievance that affects a group or class of administrators or the ASSOCIATION may be submitted in writing directly to the Superintendent.

12.450 If any administrator covered by this AGREEMENT shall present any grievance without representation of the ASSOCIATION, that disposition, if any, of the grievance shall be consistent with the provisions of this AGREEMENT. The ASSOCIATION shall be permitted to be heard at each step of the procedure under which the grievance shall be considered.

12.460 The President of the ASSOCIATION and/or the Executive Board of the ASSOCIATION (but no more than two (2) administrators from one building), shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearing with the Superintendent, or its representative or conferences or hearings required by the Michigan Employment Relations Commission or the American Arbitration Association or equivalent organization.

ARTICLE 13: FRINGE BENEFITS

13.100 INSURANCE COVERAGE

13.110 LIFE INSURANCE

The Board shall provide one hundred thousand dollars (\$100,000) life insurance coverage for each member of the bargaining unit. The insurance will pay double the specified amount in the event of accidental death. It is understood that the administrator will bear the cost of taxes on the premium paid by the district on the amount of insurance over \$50,000.

13.120 HOSPITALIZATION AND MEDICAL INSURANCE

13.121 The BOARD shall provide Blue Cross/Blue Shield Community Blue Option1 health care plan or a health care plan equivalent thereto. In-network insurance deductibles shall be \$100 for a single person and \$200 for Family health insurance. Prescription Plan shall be \$10 co-pay for generic brand drugs, \$20 co-pay for formulary drugs, and \$20 co-pay for non-formulary drugs.

13.122 Administrators who have health insurance protection through their spouse's employer, at the administrator's option may receive \$500 per month.

13.130 DENTAL INSURANCE

The BOARD shall provide Blue Cross/Blue Shield Traditional Plus Dental Plan, or a dental insurance plan equivalent thereto, for each member of the bargaining unit and his/her dependents.

13.140 VISION INSURANCE

The BOARD shall provide the VSP 12/12/12 vision care plan or a vision insurance plan equivalent thereto, for each member of the bargaining unit and his/her eligible dependents.

13.150 PREMIUM CO-PAY

Each employee shall pay 20% of the premiums for the life insurance, hospitalization and medical insurance, dental care insurance, and vision care insurance, as delineated in Sections 13.110 through 13.140 of this Article. The employee's share of the premiums shall be paid through payroll deduction.

13.160 FLEXIBLE SPENDING ACCOUNT

The employee can withhold \$525 up to \$5,000 dollars annually – pretax to use for medical expenses that insurance does not cover or for child care.

13.200 LEAVE DAYS

All administrators absent from duty due to sickness, injury or personal business (not to include vacations or other recreation time) shall be allowed full pay for a total of ten (10) days per school year. Each of the non 52 work week LPAA members will have one day added to their annual leave bank under the existing conditions. Should the school year be scaled back to 1999-2000 levels, this additional day will be eliminated. Any administrator who used six (6) days or less in one year will receive a bonus of three (3) days that will be added to his/her leave bank for the following year(s). Administrators who leave the District before the school year ends will reimburse the BOARD for all leave days used and compensated for in excess of prior years' accumulation and current year's accumulation, earned at the rate of 1.2 days for each month worked. All 52 week administrators (High School Principal) shall be awarded an additional two (2) sick/personal days.

13.210 Each administrator shall be entitled to unlimited accumulation for unused portion of each year's leave which shall be available in future years.

13.220 Leave days will not be deducted for days that administrators are not required to report.

13.230 Any administrator who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the BOARD the difference between the amount received through Worker'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 Worker's Compensation. Fringe benefits will be continued by the BOARD for the period it is paying such differential. Leave of absence with pay not chargeable against the administrator's allowance shall be granted for the following reasons:

13.231 A maximum of five (5) total bereavement days per school year to be used for any death in the employee's or spouse's immediate family. Immediate family shall include: father, mother, child, husband, wife, grandfather, grandmother, brother, sister. Additional days from the employee's annual leave bank may be used for bereavement with prior approval from the Superintendent, who shall have sole discretion in such matters.

- 13.232 Court appearance as a plaintiff or a defendant, if exonerated, or as a witness under subpoena in any case connected with the administrator's employment or the school, or whenever an administrator is subpoenaed as a non-defendant witness to attend any proceeding.
- 13.233 Time necessary to take the selective service physical examination.
- 13.234 In the event of a death of a staff member or student, the building administrators shall be permitted to attend the funeral with no reduction from the leave days, providing prior approval has been requested and received from the Superintendent.
- 13.235 An administrator absent from work because of mumps, scarlet fever, measles, chickenpox, or other communicable disease shall suffer no diminution of compensation and shall not be charged with loss of personal leave, provided that evidence exists indicating that the condition was contracted through job duties, and proof of current immunization is furnished, where applicable.

13.300 MILEAGE

All administrators will be reimbursed, using the current IRS standard mileage rate for all automobile travel, both in and out of the district, required by their position which necessitates use of a personal automobile. Each administrator shall be paid upon submission of a properly detailed voucher to the Superintendent or his/her designee.

13.400 PROFESSIONAL GROWTH STIPEND

The BOARD will provide \$200 to be used by each administrator with approval by Central Office for professional organizations, professional materials and related materials, or conferences.

13.500 DISTRICT RETIREMENT

Upon retirement only, LPAA members will be paid for accumulated leave days according to the number of years worked in the Lincoln Park Schools. A member must have accumulated at least fifty (50) days to qualify for this provision, however, the member will be paid for all accumulated days at the rate specified, capped at \$25,000.

13.510 Such payment will take place in two equal annual installments each paid in the month of January following the acceptance of the resignation for retirement.

- 13.520 The schedule of payment per day is: 18-24 years, \$50 each day; 25-29 years, \$75 each day; and 30 or more years, \$100 each day.
- 13.530 A layoff and/or leave of absence would not be considered a break in service. Years of service will be based upon "adjusted" District seniority.

ARTICLE 14: MISCELLANEOUS PROVISIONS

14.100 DURATION OF AGREEMENT

14.110 This AGREEMENT shall continue in full force and effect until June 30, 2014. The Parties agree to engage in future negotiations to set insurance benefits for the 2012-13 school year; and the Parties agree to engage in future negotiations to set salary, insurance benefits and all other forms of compensation for the 2013-14 school year. The District shall not be compelled to provide wages and benefits at levels and amounts any greater than those in effect at the end of the 2011-12 school year absent mutual agreement of the parties. The District shall retain equivalent rights and privileges afforded by Michigan Public Act 54 of 2011 in negotiating future economic wage rates and insurance coverage during the future years of this contract.

14.120 This AGREEMENT may be amended at any time by the Mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

14.130 The BOARD and the ASSOCIATION agree, at the request of either party, to begin negotiations for a new AGREEMENT not less than 120 days prior to the expiration date given above.

14.200 CONFORMITY OF LAW

The terms and conditions of this AGREEMENT are subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the BOARD and the ASSOCIATION and the members of the bargaining unit. In the event that any provision of the AGREEMENT is held to be invalid by a court, where no appeal has been taken within the time provided for doing so, such provision shall be void. However, all other provisions of this AGREEMENT shall continue in effect.

14.300 SUPERSEDER CLAUSE

This AGREEMENT shall supersede any rules, regulations or practices of the BOARD which shall be contrary to or inconsistent with its terms. All further individual administrator contracts shall be made expressly subject to the terms of this AGREEMENT. The provisions of the AGREEMENT shall be incorporated into and be considered a part of the established policies and practices of the BOARD.

14.400 SALARY ISSUES

- 14.410 It is understood that graduate hours used to qualify for an advanced 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.
- 14.420 The lanes for MA+15 and MA+30 will be eliminated. Those already in one of the lanes being eliminated (as of July 1, 2009) will remain "grandfathered" in. The next step for those in the +15 or +30 lanes will be "Ed. Spec."
- 14.430 Any movement of an administrator from his/her current position to a position of promotion shall not incur a reduction in salary. He/she shall be placed on the lowest step in the new position resulting in a pay increase for the administrator.

14.500 ADMINISTRATOR'S DRESS

Administrator's dress shall reflect an acceptable standard of professional attire.

2011-13 SALARY SCHEDULE

	<u>Experience</u>	<u>MA</u>	<u>MA + 15*</u>	<u>MA + 30*</u>	<u>Ed. Spec.</u>	<u>Ph.D.</u>
Elementary Principal	1	88,915	90,258	92,463	94,671	98,135
	2	91,599	92,931	95,169	97,404	99,320
	3	94,284	95,627	97,886	100,146	103,597
	4	97,850	99,200	101,510	103,820	106,539
Middle School Principal	1	93,402	94,808	97,130	99,453	103,060
	2	95,727	97,619	99,973	102,327	106,424
	3	99,270	100,431	102,816	105,200	108,805
	4	102,999	104,161	106,575	108,990	111,802
High School Principal	1	103,524	104,875	107,350	109,583	113,059
	2	106,225	107,567	109,951	112,334	115,807
	3	108,924	110,261	112,671	115,069	118,552
	4	112,001	112,960	115,390	117,820	118,955
Director of Special Education	1	89,990	91,331	93,547	95,762	99,586
	2	92,670	94,012	96,252	98,496	101,953
	3	95,349	96,694	98,960	101,226	104,688
	4	98,040	99,377	102,144	104,912	107,913
HS/MS Ass't Principal, Voc & Athletic Directors	1	89,146	89,964	92,182	94,400	97,854
	2	91,331	93,199	95,441	97,682	100,670
	3	94,550	95,344	97,611	99,862	103,313
	4	97,580	98,040	100,785	103,536	106,539
Elementary Ass't Principal, Spec. Ed. Supervisor	1	87,344	88,687	90,892	93,100	96,563
	2	90,027	91,470	93,653	95,833	99,780
	3	92,713	94,056	96,315	98,545	102,026
	4	96,278	96,208	99,939	102,249	105,241

* MA+15 and MA+30 modified by Section 14.420 of this Agreement