



2018 **COLLECTIVE**
 BARGAINING
 AGREEMENT
—
2023

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 22nd day of August, 2018, 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, and Special Education Program Supervisor, Instructional Technology Integration Specialist, but excluding the Superintendent, Assistant Superintendents, **(Director of Special Education –EFFECTIVE JULY 1, 2017)**. Central Office Director Positions (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 or his/her designee 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 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 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 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 (subject to ORS guidelines) 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). It is understood that an "application date" may be interchangeable with an "offer letter" when no application date exists.

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. In the event that an administrator, who has not held a teaching position in the LPEA, is placed on layoff, he/she shall have rights to a teaching position as governed by the Michigan Teacher Tenure Act.

ARTICLE 4: TRANSFERS

4.100 VOLUNTARY TRANSFERS

- 4.110 Definition: Voluntary transfer shall mean the movement from one position to another position within the district.
- 4.120 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.
- 4.130 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.
- 4.140 Those administrators who have filed a transfer request and are eligible for such a transfer shall be afforded the same opportunity as any other applicant.
- 4.150 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.
- 4.160 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.

4.200 INVOLUNTARY TRANSFER

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

4.300 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 5: COMPLAINTS

- 5.100 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.
- 5.200 Should the complaint remain unresolved after Section 7.100, the citizen, if further action is desired, shall be referred to the appeal procedure as outlined in Board Policy.

ARTICLE 6: PROFESSIONAL IMPROVEMENT PROCEDURES

6.100 PROFESSIONAL CONFERENCES

- 6.110 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.
- 6.120 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.

ARTICLE 7: ADMINISTRATIVE CALENDAR & VACATION DAYS

7.100 Administrators will adhere to the yearly work calendar according to position as described below:

7.110 The High School Principal and Special Education Supervisor-I 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.

7.120 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:

7.121 Director of Athletics, Director of Vocational Education, High School Assistant School Principals, Special Education Supervisor-II*, Middle School Principal, Middle School Assistant Principal, Elementary Principal, Elementary School Assistant Principal, - 2 weeks plus 6 days, scheduled at the discretion of the Superintendent (scheduling to be done as far in advance as practicable)

7.122 "On call" is defined as "in the area and available for work, if needed".

7.130 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.

7.200 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.

SPECIAL NOTE:

Special Education Supervisor I – All duties assigned by the Director of Special Education including ESY coordinator and post–secondary principal

Special Education Supervisor II – All duties assigned by the Director of Special Education.

ARTICLE 8: LEAVES OF ABSENCE

8.100 PREGNANCY, PARENTAL, AND FAMILY CARE LEAVES

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

8.200 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.

8.300 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.

8.400 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.

8.500 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.

8.600 SABBATICAL LEAVE

- 8.610 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.
- 8.620 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.
- 8.630 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.
- 8.640 The BOARD may grant short-term sabbatical leaves to administrators for programs to consist of, but not limited to, the following:
- 8.641 Institutes whose duration is less than a semester.
 - 8.642 Workshop program's within or outside the school district duration of which extends beyond the normal conference length.
 - 8.643 Extended study of, and visitation to, another district.
 - 8.644 Independent research.
 - 8.645 Application and selection for the short-term sabbatical will follow the procedure previously set forth in this article.

ARTICLE 9: PROTECTION OF ADMINISTRATORS

- 9.100 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.
- 9.200 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.
- 9.300 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.
- 9.400 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 10: GRIEVANCE PROCEDURE

10.100 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.

10.200 STEPS

10.210 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.

10.220 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.

10.230 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.

10.300 COSTS

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

10.400 RULES

10.410 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.

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

10.430 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.

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

10.450 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.

10.460 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 11: FRINGE BENEFITS

11.100 INSURANCE COVERAGE

11.110 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.

11.120 HOSPITALIZATION AND MEDICAL INSURANCE

11.121 The BOARD shall health insurance for each employee of the bargaining unit and his/her eligible dependents.

Each employee choosing insurance coverage shall be provided with the following coverage:

- Prescription – EHIM Rx
- In–Network deductible of \$500/\$1000
- Out–of–Network deductible of \$1000/\$2000
- Office Visit Co–pay \$20
- ER Co–pay \$50
- Urgent Care Co–pay \$25

11.122 Administrators who have health insurance protection through their spouse’s employer, at the administrator’s option may receive \$400 per month.

11.130 DENTAL INSURANCE

The BOARD shall provide ADN (Coverage level at the inception of this contract or the equivalent) thereto, for each member of the bargaining unit and his/her dependents.

11.140 VISION INSURANCE

The BOARD shall provide NVA (Coverage level at the inception of this contract or the equivalent) thereto, for each member of the bargaining unit and his/her eligible dependents.

11.150 PREMIUM CO-PAY

It is agreed that the Lincoln Park Public School District will apply the maximum legal "hard cap" amounts under P.A. 152 of 2011 towards the payment of health insurance premiums for the duration of this agreement. It is agreed that if, during this time, a bona fide financial crisis is present, the Lincoln Park Administrators Association will enter into a good faith bargaining session regarding the amount of the employees' insurance premium co-pay. Employees are responsible for any insurance cost incurred above the "hard cap."

11.151 In the event, the District can fully fund the employee deductible, through HSA (Health Savings Account) contributions (i.e. \$1350/\$2700), and the cost of the plan with said HSA contributions is still below the legal "hard cap," the LPAA agrees to allow the District to keep the difference between the actual cost, with HSA contributions, and the legal "hard cap."

For Example:

Allowable legal "hard cap:"		\$4.5M
	-	
<u>Total Cost of Plan with HSA contributions:</u>		<u>\$4M</u>
Total to be Retained by District	=	\$500K

11.160 FLEXIBLE SPENDING ACCOUNT

The employee can withhold the maximum dollar amount allowed by law in a qualifying and district selected flexible spending account- pretax to use for medical expenses that insurance does not cover or for child care.

11.200 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 twelve (12) days per school year. Any administrator who used six (6) days or less in one year will receive a bonus of two (2) 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 and Director of Special Education) shall be awarded an additional three (3) sick/personal days.

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

11.230 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:

11.231 A maximum of five (5) total bereavement days, per incident, per school year (not to exceed 10 annually) 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.

11.232 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.

11.233 Time necessary to take the selective service physical examination.

11.234 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.

11.235 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.

11.300 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.

11.400 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.

11.500 ATTENDANCE INCENTIVE - EFFECTIVE JULY 1, 2017

An administrator who terminates employment with the school district under the provisions of retirement shall also be eligible for severance pay on the basis of pay for one-half (1/2) of the accumulated days in the leave bank not to exceed \$25,000. Any additional days after this initial \$25,000 payment will be paid at a rate of \$50 per day not to exceed a total payout of \$35,000. In case of death, the severance pay shall be paid to the estate of the employee. Retirement shall be defined according to the provision of the Michigan Public School Employees Retirement System.

An administrator who also terminates employment, but does not retire under the provisions of retirement, shall also receive said severance pay if the teacher is eligible for full retirement under the Michigan Public School Employees Retirement System.

11.530 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.

11.600 INSURANCE AND SEPARATION OF SERVICE

In the event an administrator separates service from the district, voluntary or involuntary, their benefit coverage will be addressed as follows:

Resignation, other than retirement	Immediate cessation unless at the end of the school year, in which case June 30th
Retirement	End of the month in which the retirement is effective, unless at the end of the school year, in which case June 30th
FMLA	Unless Intermittent, 12 weeks coverage from the beginning of the leave
Lay-Off	End of the month in which the lay-off is effective
LOA	End of the month after unpaid days begin.
Continuation of coverage	COBRA

11.700 LONG TERM DISABILITY

The Board shall provide Long Term Disability insurance for all members of the bargaining unit. This plan shall include the following or comparable:

- Benefit % of Salary - 66.67%
- Maximum Monthly Benefit - \$7,000
- Qualify Period (Calendar Days) - 90
- Offsets - Family
- Unrestricted Drug/Alcohol - No
- Unrestricted Mental/Nervous - No
- COLA - No
- Own Occupation - 2 year
- Survivor Benefit - 3 month
- Modified Fill - Yes

COBRA Medical Supplement – \$1500 Monthly for 29 Months

11.800 EXTRA COMPENSATION

LPAA administrators will be compensated for certain work done outside of normal daytime work hours. The administrator will receive an hourly rate beginning when the administrator takes active supervision of the event and concluding when all students and patrons have vacated the area of activity. The following will be the agreed upon activities that will be eligible for compensation.

High School and Middle School Level: Athletic events, with the exception of varsity football, will be eligible for the compensation payment stated above. With Superintendent approval, District required after hours events will also be eligible.

Elementary Level and Non Grade Level Specific: Only events associated with a state or federal grant or those events that are required by the District, and approved by the Superintendent, will be eligible for the compensation payment stated above.

The rate of pay shall be \$20 an hour per person worked. The total annual (fiscal year) amount of hours to be paid for all administrators shall not exceed the following:

Lincoln Park High School – 300 total hours per level

Lincoln Park Middle School – 200 total hours per level

Elementary and Non Grade Level Specific – 100 total hours per level

11.900 It is understood that all administrators are required to exhaust all of their personal banked leave days (sick, personal, vacation) prior to being eligible for any available unpaid status.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.100 DURATION OF AGREEMENT

12.110 This AGREEMENT shall continue in full force and effect until June 30, 2023. The Parties agree to engage in future negotiations to set insurance benefits for the duration of this agreement. The District shall not be compelled to provide wages and benefits at levels and amounts any greater than those stated in this agreement 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.

12.120 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.

12.130 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.

12.200 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.

12.300 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.

12.400 SALARY ISSUES

12.410 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.

12.420 The lane for MA+15 will be eliminated. Those already in this lane (as of July 1, 2009) will remain "grandfathered" in. The next step for those in the +15 lane will be "Ed. Spec."

12.430 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.

12.500 ADMINISTRATOR'S DRESS

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

2018-2023 SALARY SCHEDULE

	<u>Experience</u>	<u>MA</u>	<u>MA + 15*</u>	<u>Ed. Spec.</u>	<u>Ph.D.</u>
Elementary Principal	1	88,915	90,258	94,671	98,135
	2	91,599	92,931	97,404	99,320
	3	94,284	95,627	100,146	103,597
	4	101,372	102,771	107,557	110,374
Middle School Principal	1	93,402	94,808	99,453	103,060
	2	95,727	97,619	102,327	106,424
	3	99,270	100,431	105,200	108,805
	4	106,706	107,910	112,913	115,826
High School Principal	1	103,524	104,875	109,583	113,059
	2	106,225	107,567	112,334	115,807
	3	108,924	110,261	115,069	118,552
	4	116,033	117,026	122,061	123,237
Spec. Ed. Supervisor - I	1	101,671	102,998	107,621	111,035
	2	104,324	105,642	110,323	113,734
	3	106,974	108,287	113,009	116,430
	4	113,955	114,931	119,876	121,031
HS/MS Ass't Principal, Voc, Athletic Directors & Spec. Ed. Supervisor - II	1	89,146	89,964	94,400	97,854
	2	91,331	93,199	97,682	100,670
	3	94,550	95,344	99,862	103,313
	4	101,092	101,569	107,263	110,374
Elementary Ass't Principal	1	87,344	88,687	93,100	96,563
	2	90,027	91,470	95,833	99,780
	3	92,713	94,056	98,545	102,026
	4	99,744	99,671	105,929	109,029

- MA+15 modified by Section 14.420 of this Agreement
- Salary Step increases take effect September 1 for all except the HS Principal & Director of Special Education which will be July 1.

D.100 There shall be 4 “triggers” in effect that affect the Schedule D Salary Schedule. They are:

1. For the duration of this agreement, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) is 30% or greater, then the District agrees to a salary opener with LPAA. These negotiations will be consistent with State and Federal law.
2. During the 2018–2019 and 2019–2020 school years, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) falls to 20.00% or below, then it is agreed that Step 4 of all lanes of the Schedule D will be reduced by 1.8%. This reduction shall be reinstated if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) reaches 20.01% or above.
3. For the duration of this agreement, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) is 15% or above, bargaining unit members on Step 4 in each lane shall have an additional 1.50% (off–schedule) added to their annual salary. The full off–schedule amount will be added to the first paycheck in May of each designated year. If the district’s fund equity (total General Fund balance as a percentage of General Fund expenditures plus transfers out) is 14.99% or lower than the 1.5% off scale shall not be paid. This reduction shall be reinstated if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) reaches 15% or above.
4. For the duration of this agreement, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) falls to 10.00% or below, then it is agreed 1 of the following 2 will happen:
 - a. If during the 2018–2019 or 2019–2020 school years, Step 4 of all lanes of the Schedule D will be reduced by an additional 1.8%.
 - b. If during the 2020–2021, 2021–2022, or 2022–2023 school years, Step 4 of all lanes of the Schedule D will be reduced by 3.6%This reduction shall be reinstated, appropriate to 4(a) and 4(b) above, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) reaches 10.01% or above.

D. 200 The statement “District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out)” shall mean the following as per this example:

D. 210 The November 2015 audit shows these figures to be \$37,982,899, \$495,724 (transfers out), and \$6,071,505. These numbers are also indicated on the audit form attached. It is further understood these categories on the audit report (A and B) is what will be used to determine if the trigger is met in future audits.

D. 300 It is agreed that for the 2018–2019 school year only, each bargaining member will receive a one–time payment of \$1,000. This will be distributed within 90 days of ratification.

In Reference to D.210

Lincoln Park Public Schools
Governmental Funds

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Year Ended June 30, 2015

	General Fund	Funded Projects	Special Education	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Local sources	\$ 4,601,870	\$ 52,907	\$ -	\$ 2,986,715	\$ 1,309,051	\$ 8,950,543
State sources	34,965,542	1,850,794	2,623,165	17,549	95,684	39,552,734
Federal sources	97,011	5,312,693	-	-	2,499,623	7,909,327
Interdistrict sources	188,567	1,122,185	5,218,925	-	-	6,529,677
Total revenues	39,852,990	8,338,579	7,842,090	3,004,264	3,904,358	62,942,281
Expenditures						
Current						
Education						
Instruction	24,602,827	4,126,324	4,695,671	-	-	33,324,722
Supporting services	12,954,211	3,916,845	2,282,936	59,936	16,509	19,230,437
Food services	-	8,538	-	-	2,563,459	2,561,998
Community services	16,690	133,440	-	-	-	150,130
Capital outlay	445,990	76,836	16,207	-	1,303,635	1,842,658
Debt service	-	-	-	-	-	-
Principal	51,584	790	2,478	1,700,000	1,055	1,755,907
Interest and other expenditures	11,607	478	558	992,799	238	1,005,380
Total expenditures	37,982,899	8,262,952	6,997,750	2,752,735	3,874,896	59,871,232
Excess of revenues over expenditures	1,870,091	75,627	844,340	251,529	29,462	3,071,049
Other Financing Sources (Uses)						
Capital leases	361,862	-	-	-	6,935	368,817
Proceeds from sale of capital assets	200,675	-	-	-	-	200,675
Transfers in	1,018,412	-	-	-	495,724	1,514,136
Transfers out	(495,724)	(75,627)	(844,340)	-	(98,445)	(1,514,136)
Total other financing sources (uses)	1,085,245	(75,627)	(844,340)	-	404,214	569,492
Net change in fund balance	2,955,336	-	-	251,529	433,676	3,640,541
Fund balance - beginning	3,116,169	-	-	(36,621)	1,952,852	5,032,400
Fund balance - ending	\$ 6,071,505	\$ -	\$ -	\$ 214,908	\$ 2,386,528	\$ 8,672,941


A + A = B

See Accompanying Notes to the Financial Statements

Signatures:

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

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

By: 
Terry Dangerfield, Superintendent

By: 
Dawn Johnson, Board President

LINCOLN PARK ADMINISTRATORS ASSOCIATION

By: 
Tara Randall, LPAA President