

**Professional Agreement  
between the**

**LIVONIA BOARD OF EDUCATION**

**and the**

**LIVONIA EDUCATIONAL  
ADMINISTRATORS**

**COLLECTIVE BARGAINING AGREEMENT**

**(LEADS)**

**July 1, 2013 - June 30, 2016**

**Livonia Public Schools  
Livonia, Michigan**



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**LIVONIA BOARD OF EDUCATION  
and the  
LIVONIA EDUCATIONAL ADMINISTRATORS**

**THIS AGREEMENT**, entered into this 27th day of June, 2013, is by and between the **Board of Education of the Livonia Public Schools**, hereinafter called the **Board**, and the **Livonia Educational Administrators**, hereinafter called the **Association**.

**WITNESSETH:**

**WHEREAS**, the parties, following 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, the parties respectively agree:

## ARTICLE I—RECOGNITION

### **Section 1. Recognition of Association**

The BOARD hereby recognizes the ASSOCIATION to the extent required by the provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive bargaining representative for all school administrators employed by the Livonia Public Schools but EXCLUDING Superintendent of Schools, the Superintendent's Cabinet, supervisors of operational services, and all other employees covered by Collective Bargaining Agreements.

When a new, non-classroom position is created requiring certification, the ASSOCIATION has the right of review before the posting is circulated.

### **Section 2. 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.

### **Section 3. Scope of the Agreement**

It is mutually acknowledged that this Collective Bargaining Agreement represents the complete Agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be a part of such Collective Agreement.

### **Section 4. Definitions**

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- A. **BOARD** shall mean the Board of Education of the Livonia Public Schools or its designated agents.
- B. **ASSOCIATION** shall mean the Livonia Educational Administrators (LEADS).
- C. **ADMINISTRATORS** shall mean any member of the bargaining unit.

D. **SUPERINTENDENT** shall mean the Superintendent of Schools of the Livonia Public Schools or his/her designated agents.

**Section 5. Nondiscrimination**

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

The private and personal life of any administrator is not within the appropriate concern or attention of the BOARD, except as it adversely affects the schools.

## ARTICLE II—MANAGEMENT RIGHTS CLAUSE

### **Rights of the BOARD**

The ASSOCIATION recognizes that the BOARD has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, except where expressly limited by the provisions of this Agreement. This authority shall include, but not be limited to, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the BOARD.
2. Hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their suspension, demotion, layoff, or dismissal, and to promote and transfer all such employees.
3. Determine the services, supplies, and equipment necessary to continue its operations, and to institute the means, methods, and processes of carrying on the work, and to institute new and/or improved methods or changes therein.
4. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
5. Determine the size of the management organization, its functions, authority, amount of supervision, and table or organization, provided that the BOARD shall not abridge any rights of employees as specifically provided for in this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and in conformance with the constitution and laws of the State of Michigan, and the laws and constitution of the United States.

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

## ARTICLE III—ASSOCIATION RIGHTS

### **Section 1. ASSOCIATION Use of School Buildings**

The ASSOCIATION may use school building facilities for its proper business activities without charge during the regular hours of the custodian upon notification to the Superintendent's office, provided the use shall not interfere with other scheduled activity in the building specified.

### **Section 2. Access to BOARD Information**

The BOARD agrees to make available to the ASSOCIATION, upon request, such data as it may possess at the time concerning the financial resources of the District, cost of programs, and any other information upon a subject which the BOARD is obligated to bargain, together with any information it may possess which is relevant and material to the processing of any grievance. It is understood that the foregoing shall not be construed to require the BOARD to compile information or statistics not already compiled. Original records of the foregoing specified information are to be examined only at the office of the BOARD. If the ASSOCIATION requests copies of any such material, then the ASSOCIATION agrees to reimburse the BOARD for actual extra expense incurred in furnishing such copies.

### **Section 3. ASSOCIATION Leave Days**

The ASSOCIATION shall be granted up to twenty-five (25) days released time per year for use by administrators participating in professional organization activities and conferences. If a substitute is required for the use of these days, then the ASSOCIATION shall reimburse the BOARD for the cost of the substitute. Any absence of a particular administrator will need to be approved by the immediate supervisor and Superintendent at least one (1) week in advance of the absence. No individual may use more than five (5) of these days without approval of the appropriate director.

### **Section 4. Dues Deduction and Agency Shop**

- A. The BOARD agrees to deduct from administrators' salaries the regular, periodic usual dues of the ASSOCIATION upon individual authorization by said administrators. Administrator authorizations shall be in writing. See Addendum A.



- B. The deduction of membership dues shall be made in ten (10) equal installments, beginning with the first paycheck of each new year, and the BOARD agrees to promptly remit to the respective ASSOCIATION all monies so deducted, accompanied by a list of the administrators' names from whom such deductions have been made and the amount of the deduction. Any administrator beginning work after the opening of school or resigning his/her position, receiving a leave of absence or otherwise terminating his/her employment after the opening of school shall be charged only the amount of dues or representational fees as a portion of the individual administrative year worked.

The ASSOCIATION shall, at least forty-five (45) days prior to the beginning of the LEADS' fiscal year, give written notification to the business office of the amount of its dues which are to be deducted in that school year under such authorizations. For the purpose of this Article, the term "school year" shall mean the twelve (12) month period beginning January of each year. The ASSOCIATION accepts full responsibility for the authenticity of each authorization and shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any actions taken or not taken by the District under the terms of this Section.

- C. Financial Responsibility: It is recognized that because of religious conviction or otherwise, some administrators may object to joining any organization engaged in collective bargaining.
- D. The foregoing provisions of this Section 4 shall remain in full force and effect only so long as the ASSOCIATION remains an independent ASSOCIATION and not affiliated with or merged into any other professional or labor organization.
- E. This Article shall be subject to the provisions of all state laws. In the event that this Article should be challenged through the Tenure Commission, the Michigan Employment Relations Commission, or the Courts, the ASSOCIATION will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the BOARD. If this Article shall be found to violate law, the ASSOCIATION shall be responsible for any loss or damage, including back pay, awarded by the Courts.

## ARTICLE IV—ADMINISTRATIVE EMPLOYMENT CONDITIONS

### **Section 1. Appointment to Administrative Positions**

- A. When school is in session, vacancies for administrators' positions will be publicized, including posting of such notices in each school and the central office. The ASSOCIATION and the BOARD may agree not to post a position. At times when school is not in session, a copy of such postings will be furnished to the ASSOCIATION'S membership by regular mailing to the person's address of record. A vacancy is an opening in LEADS which the BOARD desires to fill.
- B. The BOARD will consider filling the temporary administrative vacancy with a retired administrator. If the vacancy is filled by a current LEA member, the LEA member will assume the regular job requirements except for teacher evaluations. A LEA member so assigned has no additional rights when applying for a vacant LEADS position.
- C. No vacancy will be filled, except on a temporary basis, until such vacancy has been publicized, including posting, for at least ten (10) days. When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should he/she be excluded from consideration for regular appointment. He/she shall be required to apply and follow the same procedures as other applicants for regular appointments. A position may not be filled on a temporary basis beyond the end of the then current school year, unless mutually agreed to by the ASSOCIATION and the BOARD. Any person appointed to a temporary position will be named as an "acting" administrator and shall be a member of the ASSOCIATION.
- D. If there is less than a one year break between the time an individual has served as an "acting" administrator and the time he/she is selected to a regular administrative position, then the person will receive seniority and salary credit for the time spent in the acting role.
- E. Any qualified person may apply in writing for vacancies which are posted. The specific vacancies may not always be known at the time of the posting, thus necessitating a posting of a

general nature such as "elementary principal". All applications shall be in writing and conform to the requirements of the posting.

- F. A screening committee shall be appointed by the Superintendent to screen all applicants for such vacancies. The ASSOCIATION will recommend its members for service on the committee. The screening committee shall have one (1) more cabinet level administrator than administrators from other levels. Material reviewed would include: (1) letter of application; (2) transcripts of graduate credit; (3) up-to-date credentials for out-of-District applicants, including letters of recommendation; (4) review of experience appropriate to the position; (5) any test scores which may be available; and any other information they may wish to submit. All other things being equal, administrators within the District will be preferred in the filling of vacancies. All other things being equal, persons with the most seniority as administrators will be preferred in the filling of vacancies.

The screening committee will attempt to identify three (3) or more candidates for each position posted. The Human Resources office will be responsible for notifying in writing the individuals who have been eliminated from further consideration. Those candidates within the school district who have been eliminated shall be notified prior to beginning interviews and shall be issued an invitation to discuss with the committee chairperson the reason for elimination.

- G. An interviewing committee shall be appointed by the Superintendent. The ASSOCIATION will recommend its members for service on the committee. At least five (5) people will be on the interviewing committee when the position to be filled is a line position. Central Office cabinet shall have one (1) more member on the interviewing committee than other District administrators. The overall make up of the committee is left to the discretion of the Superintendent who may add appropriate representation for the position to be filled. The membership of the interviewing committee may be the same as that of the screening committee. The interviewing committee will have available from the screening committee information gathered from each candidate being interviewed. They may request additional information such as further recommendations and formal evaluations which have been shared with each candidate.

The interviewing committee will recommend to the Superintendent those candidates considered qualified for the position. This may be a larger number than the positions available. In this case, the committee may rank the qualified candidates. The Superintendent may select from this list or request more candidates. The list will be considered valid for appointments to positions which may become vacant during the ensuing school year. In the event the interviewing committee feels they cannot recommend a sufficient number of candidates from those interviewed, they shall charge the screening committee with identifying further candidates. The Human Resources office is responsible for notifying all candidates of the recommendation of the committee and to invite the unsuccessful candidates who are currently employed by the Livonia Public Schools to discuss the reasons for the recommendations of the committee.

- H. The BOARD makes final decisions on the employing of all personnel. The BOARD has the right to reject the recommendation of the Superintendent and in such cases should ask him to submit another recommendation. In the event that the BOARD should reject the recommendation of the Superintendent, the candidates so rejected may request a conference with the Superintendent to discuss the reasons for the rejection. An administrator shall have the right to request reassignment to a vacant position previously held by that administrator. The administrator can submit a transfer request at any time to be kept on file. Such request will be acted upon prior to the screening of any potential new applicants.
- I. Nothing herein contained shall be subject to the grievance procedure and the recourse for any administrator who believes himself/herself aggrieved shall be a conference with the Superintendent.

## **Section 2. Requests for Transfers**

- A. The BOARD reserves the right to assign administrators to any position in the District for which they have been considered qualified under Article IV, Section 1 of this Agreement. A transfer is defined as a change in assignment bearing the same title and at the same organizational level, that is, elementary principal to elementary principal in a different building. A change to a different organizational level, requiring different background or skills, such as middle school

principal to senior high principal, is not considered a transfer. Any transfer which causes either an increase or decrease in salary because of load factors or length of the work year is not to be considered either a promotion or demotion.

- B. Any administrator may make a request to the Superintendent for a transfer for the following year. The request shall be in writing, may be limited to one particular assignment or may indicate only the general kind of assignment desired. If an administrator or supervisor applies for a transfer and such request is denied, he/she may request a conference with the Superintendent to obtain the reasons for such a denial. The decision of the Superintendent shall not be subject to the grievance process. Failure to observe the stated procedures, on the other hand, shall be grievable.
- C. Except in unusual circumstances, an involuntary transfer will be made only after written notification at least thirty (30) days before the end of the school year preceding the school year in which the transfer is to be effected. The Director of Human Resources will discuss any involuntary transfer with the ASSOCIATION and the individual affected prior to written notification. It is recognized that a vacancy, created after the above date, would be considered an unusual circumstance. In making involuntary assignments and transfers, the convenience and wishes of the individual administrator will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. To the extent possible, the BOARD agrees to notify the administrator of alternative vacant assignments prior to filling such vacancies with the other eligible administrators.
- D. When an involuntary transfer is necessary for other than reduction in force, then the administrator being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the administrator, the explanation shall include a specific identification of observed weaknesses with suggestions for correction, including resources available to assist the administrator in doing so, if requested.
- E. If the administrator objects to such an involuntary transfer for the reason given, the dispute may be resolved through the grievance procedure.

F. Voluntary Demotional Transfer: An employee may request a demotional transfer (a transfer to a position in the bargaining unit having a lower salary range maximum than the position that they occupy) if they possess the required job qualifications. All such transfers shall be at the sole discretion of the District. If the transfer is granted, the employee shall be paid at the greater of:

1. The salary step within the new range that they would have attained had they remained in the previous classification, or
2. Their current salary step within the classification to which they are transferring (ie., if currently at Step 5, would be paid at step 5 in the classification to which they are transferring.)

If an administrator or supervisor requests a demotional transfer, and such request is denied, he/she may request a conference with the Superintendent to obtain the reasons for such a denial. The decision of the Superintendent shall not be subject to the grievance process.

### **Section 3: Planned Meetings by Administrative Level**

Each year the district will facilitate meetings with LEADS members holding the same position to facilitate best practices and relevant work information; i.e., the three middle school assistant principals to share information.

## ARTICLE V—ADMINISTRATOR RIGHTS

### **Section 1. Open Personnel File**

It shall be the right of any administrator to examine his/her official personnel file upon request. Before any negative or adverse material is placed in the member's file he/she shall be given the opportunity to read, attach an answer in writing, and sign such material. It is understood that university credentials, medical and psychological evaluations, professional and personal recommendations are not subject to examination and may be removed. All descriptions of administrative performance which are a part of an official personnel file shall be open to examination by the subject administrator.

### **Section 2. Staff Selection and Adjustment**

- A. The BOARD agrees that each administrator shall have the opportunity to interview, when possible, and make a recommendation concerning all personnel, certified and non-certified, that are being considered for assignment to his/her building or department.
- B. Subject to the final determination of the Superintendent, each building principal shall have the right to make a determination regarding each staff member's assignment within his building. Such assignment shall be made in accordance with any other collective bargaining agreements which the BOARD has entered into and which speaks on the subject of assignments, work schedules, transfer, etc.

### **Section 3. Complaints**

In order to encourage the harmonious and expeditious resolution of complaints about an administrator, the BOARD agrees that any complaint by an individual directed toward an administrator which is deemed serious enough to become a matter of formal record shall be promptly called to the administrator's attention. In most cases, the person making the complaint should be encouraged to discuss the complaint with the administrator involved. The person receiving the complaint will determine whether or not this is advisable in the specific instance. Should formal action against the administrator result from the complaint, the administrator is entitled to know the nature of the complaint and its source prior to that action being taken. It is understood that if the complaint concerns a decision of

an administrator which is being appealed to a higher authority, such administrator shall be given an opportunity to provide background information prior to that decision being reversed, provided the administrator is available.

**Section 4. Discipline, Discharge or Demotion of Administrators**

No administrator shall be disciplined, demoted, or discharged except for just cause, which action shall be subject to the grievance procedure.

**Section 5. Individual Contracts**

Notwithstanding any other provision of this Agreement to the contrary, it is agreed that, 1) each administrator employed by the District having served a one (1) year probationary period and having five (5) years or more administrative experience in the District shall be employed with a two (2) year firm individual contract for the same or similar position and shall not be removed from that same or similar position during the life of the individual contract except for just cause including the provisions of Sections 6 and 7 (layoff) of this Article, and 2) each administrator with less than five (5) years, or administrators who receive an unsatisfactory evaluation, shall be employed with a one (1) year individual contract and shall not be removed from that same or similar position during the life of said individual contract except for just cause including the provisions of Sections 6 and 7 (layoff) of this Article provided it is agreed that the BOARD shall have no obligation to renew any administrator's contract at the expiration of said contract and such action shall not constitute discipline, discharge or demotion under Section 4 of this Article. An administrator in a new administrative position may be returned to his/her former administrative position or a like position thereto for the second year and he/she shall be paid the salary applicable to the position at which he is actually working.

As provided by M.S.A.15.4132(3), a notification of non-renewal of contract of a person may be given only for a reason that is not arbitrary or capricious. The BOARD shall not issue a notice of non-renewal unless the affected person has been provided with not less than 30 days' advance notice that the BOARD is considering the non-renewal together with a written statement of the reasons the BOARD is considering the non-renewal. After the issuance of the written statement but before the non-renewal statement is issued the affected person shall be given the opportunity to meet with not less than a majority of the BOARD to discuss the reasons stated in



the written statement. The meeting shall be open to the public or a closed session as the affected person elects under section 8 of Act No. 267 of the Public Acts of 1976, being section 15.268 of the Michigan Compiled Laws. The failure to provide for a meeting with the BOARD or the finding of a court that the reason for non-renewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one (1) year period.

### **Section 6. Reduction of Personnel**

- A. Position on the applicable LEADS Reduction Seniority List shall be determined by years in any position on that list. In the event of a tie, the order will be based upon the following, in order of priority:
1. Total administrative years of experience in the District;
  2. Total years of teaching and administrative experience in the District;
  3. Evaluation of administrative performance; and
  4. In the event the previous three (3) criteria do not break a tie in seniority, a drawing will immediately be held to determine an individual ranking.

Acting positions will be counted toward an administrator's seniority on the LEADS Reduction Seniority List containing the position in which the administrator is acting, provided that the administrator received recognition of the acting status from the BOARD, or the administrator received an administrative salary (other than only for extra weeks worked). Administrators on special assignment will continue to accrue seniority in the position they held on the LEADS Reduction Seniority List immediately before being placed on special assignment.

No seniority is granted for additional weeks worked in the summer (e.g. summer school, special assignments in central office or building assignment). When an administrator is laid off and is working as a teacher, no seniority will be granted as an administrator. If an administrator resigns from the school district and rejoins the school district, his/her seniority begins with the date he/she is rehired. No seniority is granted for time worked in an internship.

- B. It is the intent of the BOARD to give at least ninety (90) days

notice of layoff to the administrator and LEADS. If conditions do not permit such notification, the right of the BOARD to make such necessary reductions is not altered. It is the intent of the parties to meet periodically to discuss staffing.

- C. Any administrator serving on a temporary basis in the administrative position to be reduced shall be the first to be subject to layoff.
- D. If further reductions are necessary, then, the lowest seniority employee on the LEADS Reduction Seniority List that contains the position to be reduced shall be displaced, and the remaining employees on that list will be assigned to the remaining positions on that LEADS Reduction Seniority List.
- E. The employee so displaced, may then bump a less senior employee on another LEADS Reduction Seniority List based upon that displaced employee's seniority on that list. At the conclusion of this bumping process, on recommendation of the Superintendent, the BOARD will designate the administrator(s) to be laid off.
- F. For purposes of Section C of this Article, the applicable LEADS Reduction Seniority Lists shall be as follows:
  - 1. Elementary Principals
  - 2. Secondary Principals (middle school, high school, LC/TC, Skill Center)
  - 3. Secondary Assistant Administrators (middle school, high school, athletic administrators)
  - 4. Coordinators
- G. An administrator on layoff shall have recall rights by seniority for a period of four (4) years to a position on any of the LEADS Reduction Seniority Lists on which he/she has seniority, provided that he/she is certified and qualified for the position, and with the further provision that this period shall be extended for one (1) additional year upon written request by the administrator at least thirty (30) days prior to the expiration of the fourth year.
- H. No later than November 1<sup>st</sup> of each year, the BOARD will provide LEADS with up-to-date LEADS Reduction Seniority Lists. Any corrections therein must be requested, in writing, within twenty-one (21) days thereafter, and, if no so requested, the list shall become final at the end of such twenty-one (21) day period.

- I. When a new LEADS position is created, or an existing position is changed or combined with another LEADS position, or the duties or responsibilities of a LEADS position are changed to an extent that materially different skills and responsibilities are required, LEADS will be notified in writing. The BOARD will, after written notice to LEADS, establish an *initial* rate of pay and the other initial terms and conditions of employment for the position, place the position on an *existing or newly created* LEADS Reduction Seniority List, and fill the position. The rate of pay and other terms and conditions of employment for the position, and its placement on a LEADS Reduction Seniority List shall then immediately become a matter for negotiations between LEADS and the BOARD.

#### **Section 7. Return of Displaced Staff Members**

An administrator previously displaced due to reduction in staff shall be given priority for four (4) years over a new hire for reinstatement to the same position or to any administrative or supervisory vacancy in LEADS for which he/she is qualified with the further provision that this period shall be extended for one (1) additional year upon written request by the administrator submitted at least thirty (30) days prior to the expiration of the fourth year. The interviewing committee mentioned in Article IV, Section E, shall recommend whether the administrator is qualified.

## ARTICLE VI—GRIEVANCE PROCEDURE

### **Section 1. Definition**

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 apply to any 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 his/her immediate supervisor will be attempted.

### **Section 2. Procedure**

#### **A. Step One.**

An administrator shall present his/her complaint in writing to his/her immediate supervisor within twenty (20) business days after he/she has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. "Immediate supervisor" shall mean the appropriate director for principals, assistant principals, athletic administrators, and coordinators. In no case shall the immediate supervisor for grievance purposes be a member of the bargaining unit. The immediate supervisor shall schedule a conference to attempt to resolve the complaint. A written decision on the matter shall be given to the administrator and a copy to the ASSOCIATION within five (5) business days following the conference. The administrator alleging a grievance may include in that conference a person of the administrator's choice.

#### **B. Step Two.**

If the aggrieved administrator desires to pursue his/her complaint further, he/she must appeal in writing to the Superintendent within ten (10) business days after receiving a copy of the decision rendered under Step One of this procedure. In an effort to resolve the complaint, the Superintendent will schedule a conference to occur within 10 business days after he has received the appeal. A written decision on the matter shall be given to the administrator and a copy to the ASSOCIATION within five (5) business days following the conference. The

administrator alleging a grievance may include in that conference a person of the administrator's choice.

**C. Step Three.**

If the ASSOCIATION desires to pursue the grievance further, it may, within ten (10) business days after receiving a copy of the decision rendered under Step 2 of this procedure, submit the grievance to final and binding arbitration by filing a written demand for arbitration with the Superintendent and the American Arbitration Association. The demand for arbitration will contain a statement of the issues to be arbitrated and references to the specific Article and Section of this Agreement allegedly violated.

The Arbitrator will be selected and the process shall be governed, pursuant to the Labor Arbitration Rules of the American Arbitration Association.

The Arbitrator will be without authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the Arbitrator make any decisions which require the commission of an act prohibited by law. His/her authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated.

The cost of the services of the Arbitrator shall be borne equally by the BOARD and the ASSOCIATION. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other.

Claims involving financial liability will be limited in retroactivity to a period of twenty (20) business days from the date on which the grievance was filed.

**Section 3. Rules**

- A. All grievances will be processed expeditiously by both parties within the time limits established in Section 2 of this Article. In those instances where the need for additional time at any step is recognized by both parties, upon mutual written agreement, an appropriate amount of additional time will be allotted.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the ag-

grieved administrator and to the President of the ASSOCIATION shall permit the aggrieved party or parties to proceed to the next step.

- C. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
- D. 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.
- E. A grievance that affects a group or class of administrators or the ASSOCIATION may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two.
- F. If any administrator covered by this Agreement shall present any grievance without representation by 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.
- G. The President of the ASSOCIATION, or his/her representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences with management or hearings with management during work hours.
- H. The aggrieved will be allowed organizational and/or organizational legal representation at any step of the grievance process. Informal settlement between the administrator and his/her immediate supervisor will be attempted.

## ARTICLE VII—LEAVE OF ABSENCE

### Definitions:

1. Short-term leave: Any leave, except sabbatical during which the administrator continues on the payroll.
2. Long-term leave: Any leave during which the administrator does not continue on the payroll.
3. Extended leave: Any renewal of a long-term leave.
4. Probationary status: The first year of employment as an administrator.

### Section 1. Sabbatical Leave

- A. Pursuant to the General School Laws of the State of Michigan, administrators who have continuously been employed by the Livonia Public Schools for a seven (7) year period may be granted a sabbatical leave for up to one (1) year. During the sabbatical leave, the administrator shall be considered to be in the employment of the Livonia Public Schools and shall be paid 50 percent (50%) of his/her scheduled salary. Up to two percent (2%) of administrators may be granted such leave at one time. Application for sabbatical leave shall be filed with the Superintendent by March 1 for the following school year or any part of the school year. Applicants for sabbatical leave shall include with their application forms an outline plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant. All applications shall be reviewed for recommendation to the BOARD by a committee consisting of six (6) members appointed by the Superintendent and representing a cross section of the administrative and supervisory staff. The committee shall consider, among other factors, the following:
1. The proposed program of the applicant as related to professional graduate study, writing, travel, or research.
  2. The value of the proposed program to the Livonia Public Schools, its pupils, and the individual applicant.

3. The applicant's length of total service to the Livonia Public Schools.
- B. The applicant must sign an agreement to return to service with the Livonia Public Schools immediately upon termination of sabbatical leave and continue in service for a period of two (2) years — one (1) year in the event of a half-year sabbatical leave — unless causes beyond his/her control prevent, or to refund all or part of any compensation received during sabbatical leave from the Livonia Public Schools School District according to the following schedule:

<u>Years of Service Following Leave</u>	<u>Refund</u>
0.0	100%
0.5	75%
1.0	50%
1.5	25%
2.0	0

A proportionate schedule shall be followed in the event of a half-year sabbatical leave. In extenuating circumstances, the BOARD may, by special action, waive obligation to refund compensation.

The obligatory years of service following a sabbatical leave of absence shall be waived in the event the individual administrator cannot be offered employment at his/her previous level position.

- C. A sabbatical leave in excess of two percent (2%) mentioned earlier in paragraph "A" may be granted under unusual circumstances where an opportunity of mutual benefit to the individual administrator and the Livonia Public Schools would not be available if such leave were delayed to the following year.
- D. Status While on Sabbatical Leave:
1. An administrator on sabbatical leave shall be considered to be in the employ of the Livonia Public Schools School District and shall have a contract.
  2. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships, or remuneration



for part-time work of any sort which does not interfere with the outlined sabbatical plan, and which have been approved by the Superintendent.

3. Administrators shall be responsible for notifying the payroll department of the Livonia Public Schools School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.
- E. Any administrator returning from a sabbatical leave shall be granted the same consideration for assignment as he/she would have had if he/she had not elected to take the leave.

### **Section 2. Family and Medical Leave Act (FMLA)**

FMLA leave shall be in compliance with the Family and Medical Leave Act (FMLA) of 1993 and any current revisions made to this act.

### **Section 3. Personal Leave**

A leave of absence without pay will be considered for up to one (1) year to any administrator who gives detailed information indicating family or personal hardship.

### **Section 4. Jury Duty**

Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time recognize the administrator's often greater civic responsibility of performing their professional assignments. An administrator called during the school year shall notify the office of the Director of Human Resources immediately upon receipt of such call. A copy of such notice shall be sent to the office of the Director of Human Resources. If required to serve, the administrator shall be granted special leave for this purpose and shall be compensated for the difference between the administrative pay and the pay received for the performance of such duty. Such special leave shall not be deducted from either sick days or personal business days. All other benefits covered by the contract shall continue in full force during this period.

### **Section 5. Military Leave and National Security Leave**

Military Leave: All military leaves of absence will be granted in accordance with the provisions of Federal Law.

National Security Leave: An administrator called during the school year for National Guard Reserve, or active duty necessary to the national security as shown by proper authority, shall be granted special leave up to thirty (30) days for this purpose and shall be compensated for the difference between the contractual pay and the pay received for the performance of such duty. Such special leave shall not be deducted from either sick days or personal business days. It is understood, however, that in the case of National Guard summer camp, the administrator will endeavor to arrange his summer duty at a time that will not conflict with his work.

#### **Section 6. Professional Leave**

A leave of absence without pay may be granted for one (1) year to any administrator who has been in the continuous employ of Livonia Public Schools as an administrator for three (3) consecutive years, for the purpose of study, travel, research or other teaching or employment involving probable advantage to the district.

#### **Section 7. Personal Business Days**

All administrators shall be granted up to three (3) days per year for personal business with notification to their immediate supervisor indicating need for such leave. An additional five (5) days for personal business may be granted by the Director of Human Resources upon a written request which clearly indicates the need for such additional leave. These days may be for bereavement leave, or short-term military leave as well as the normal uses for personal business. It is understood that personal business days will not be used for recreational purposes.

#### **Section 8. Professional Business Days**

Reasonable time may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings organized by other school systems. It is permissible to accept honoraria for such services to cover expenses and additional time required. No salary deductions will be made and no expenses will be paid by the BOARD in such instances. Conference attendance requests must be submitted in advance to both the immediate supervisor and the Superintendent for approval.

#### **Section 9. Illness**

A. All administrators shall be provided sick and personal days in

accordance with the following provisions. Administrators shall be provided with nine (9) annual days leave per year for the purpose of illness, family illness, and disability. Sick days taken in excess of the nine (9) annual days shall be deducted from the administrator's sick bank. Unused sick days shall be cumulative from one year to the next year and unused personal business days shall be added to the administrator's sick leave bank. At the beginning of each school year, an administrator shall be notified of the number of sick days in his/her account. In the event an administrator is ill or disabled and unable to work, the administrator shall provide written certification substantiating the need for the absence periodically and as may be reasonable at the BOARD's request. The BOARD may require medical examination by a physician or clinic in which case the cost will be borne by the BOARD. The BOARD will provide a list of physicians or clinics from which the administrator may select.

- B. For any leave for illness which exceeds five (5) consecutive school days, the administrator shall provide, upon request, the Human Resources office with written certification from a qualified physician substantiating the need for such leave. (For definition of "long-term leave" see the beginning of this Article.)

#### **Section 10. Request for Leave**

Subject to the FMLA, requests for leaves of absence must be submitted in writing to the Superintendent for presentation to the BOARD. Subject to the FMLA, the requests for long-term leave should be submitted as early as possible, and should be submitted by March 1st for the succeeding school year, or by November 1 for the second semester. Subject to the FMLA, the beginning date of any long-term leave requested after March 1 for the succeeding school year, or after November 1 for the second semester of the current school year, will be determined by the BOARD. (for definition of "long-term leave" see the beginning of this Article.)

#### **Section 11. Return From Long-Term or Extended Leave**

The provisions of this Section are subject to the Family and Medical Leave Act (FMLA).

Requests for reinstatement following a long-term or extended leave, for any reason, shall be filed in the office of the Superintendent on or before December 1 for return at the beginning of the second semester, and on or before March 1 for the ensuing school year.

Nothing contained herein shall obligate the BOARD to reinstate any administrator returning from such leave if such a request for reinstatement is not filed on or before the above dates.

An administrator returning from a long-term or extended leave of absence will not be guaranteed his/her former assignment, but will be placed in an administrative or supervisory position for which he/she is certified and qualified, when such a vacancy exists. If such a vacancy does not exist, the administrator will be assigned to a teaching position for which he/she is certified and qualified, according to the provisions of the current professional Agreement between the Livonia Public Schools and the Livonia Education Association. An administrator so assigned shall be given priority for two (2) years over a new hire for reinstatement to an administrative position for which he/she is certified and qualified with the further provision that this period shall be extended for one (1) additional year upon written request by the administrator submitted at least thirty (30) days prior to the expiration of the second year. If any administrator has been reassigned to a teaching position due to reduction in personnel, such administrator and an administrator returning from leave shall be treated equally for any vacancies which may exist. It is anticipated that an administrator would return from such leave at the beginning of a semester, however, if a suitable vacancy arises at some time during the year, he/she may be assigned to that vacancy.

Unless otherwise stipulated, all leaves shall be for a period up to one (1) year. In unusual or extenuating circumstances, a leave may be extended for one (1) additional year, if the request is received by March 1 for the ensuing school year.

## **Section 12. Benefits While on Leave**

Credit toward experience in Livonia for salary and other purposes and full insurance benefits shall be granted for time on sabbatical, national security, jury duty, as well as for professional days and personal business days, as such leaves are provided herein. Credit for experience shall be granted as set forth in the military leave provision herein. Insurance benefits shall be granted during illness as provided herein. Otherwise, no insurance or other benefits or experience credit will be granted during any type of leave. Administrators on the types of leaves described herein, during which the BOARD does not pay the premiums on their insurance benefits, shall have the option of continuing the benefits by paying the applicable premiums themselves, provided this is done in a manner prescribed by the BOARD, and provided further that this provision is acceptable to the applicable carrier(s).

### **Section 13. Bereavement**

Three (3) days leave with pay will be granted for death in the immediate family. Upon request, up to two (2) additional days with pay will be granted. The immediate family is defined as: mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents or any person in loco parentis. Such days will not be deducted from annual leave days. Additional time from annual leave days may be granted for extenuating circumstances.

## ARTICLE VIII—EMOLUMENTS

### **Section 1. Health Insurance**

Pursuant to the authority set forth in the Michigan School Laws, the BOARD agrees to contribute for each LEADS member who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter prescribed.

LEADS members may on a yearly basis, take advantage of a choice of one of the two following plans of health care and life insurance under the current program.

#### **PLAN I**

The BOARD shall contribute toward the payment of monthly premiums for the HAP Plan in place at the execution of this Agreement.

Effective January 1, 2014, the coverage provided, replacing all other health insurance plans previously offered under this Section, shall be the MESSA Choices/Choices II Plan, with a \$300/\$600 in network deductible; a \$600/\$1,200 out of network deductible; office visit \$20 copay; urgent care \$25 copay; emergency room \$50 copay; and the Saver Rx drug program.

Also effective January 1, 2014, and as an alternative to the MESSA Choices/Choices II plan outlined above in this section, an employee may elect the MESSA ABC Plan I, with a \$1,250/\$2,500 in network deductible; a \$2,500/\$5,000 out of network deductible; and office visit \$0 copay; urgent care \$0 copay; emergency room \$0 copay; and the ABC Rx drug program.

#### **PLAN II**

The BOARD shall contribute full premiums to provide term life insurance of \$35,000 for the employee, \$5,000 for the spouse, and \$2,500 for each dependent child. Plan II shall apply only to employees who are not covered by the District's health insurance plan.

### **Section 2. Term Life Insurance**

The BOARD agrees to pay the necessary premiums to provide

group term life insurance of the type presently provided for each member of the bargaining unit in the face amount of twice the contracted salary, plus AD&D. Dependent life insurance shall be provided for the spouse in the amount of \$5,000, and \$2,500 for each dependent child. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The BOARD's only responsibility shall be for the payment of premiums as set forth above. Should a member wish to carry an additional \$10,000, he/she may do so on a participating basis. Should a member wish additional blocks of \$10,000 (to a total of \$200,000), he/she may do so on a participating basis subject to approval of the carrier.

### **Section 3. Payment of Insurance Premiums**

The BOARD shall make payment of insurance premiums for each LEADS member to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. When necessary, premiums on behalf of the LEADS member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Employees shall continue the health insurance contributions currently in effect, deducted over 20 pay periods as follows:

Single	\$ 625.79 per year	(\$31.29 per pay)
Two person	\$1,462.40 per year	(\$73.12 per pay)
Family	\$1,655.22 per year	(\$82.76 per pay)

**MESSA Choices/Choices II**—Effective January 1, 2014, the BOARD shall contribute an amount toward the payment of monthly premium amounts for the MESSA Choices/Choices II plan in effect on January 1, 2014, less the employee contributions outlined above in this Section. The BOARD contribution will increase each July 1 only if there is a MESSA premium increase, and in an amount not to exceed the inflationary rate as defined in PA 152 for the previous calendar year. Any premium increase in excess of that amount will be borne by the employees, and added cumulatively to their employee contributions.

**MESSA ABC Plan I**—Effective January 1, 2014, the BOARD shall contribute an amount toward the payment of the monthly premium amounts for the MESSA ABC Plan I in effect on January 1, 2014 less the employee contributions outlined below:

Single	\$1,660 per year	(\$ 83 per pay)
Two person	\$3,300 per year	(\$165 per pay)
Family	\$3,940 per year	(\$197 per pay)

For the ABC Plan only, the BOARD will fully fund as soon as possible at the beginning of each calendar year, a Health Savings Account in the amounts of \$1,250 for a single contract, and \$2,500 for a two-person and family contract which match the deductibles for the MESSA ABC Plan I.

The BOARD may take any actions in compliance with PA 152, and payroll deductions are authorized for this purpose.

**Section 4. Cash in Lieu**

A LEADS member choosing to opt out of medical healthcare as outlined in Article VIII will receive \$208.33 for each full month in the period from July 1 to June 30 in which the employee is not covered by the District health insurance plan. This amount, less applicable deductions, will be paid on a date as agreed upon by the District and LEADS leadership. The employee will not be eligible for this payment in any month in which he/she is covered on the health insurance provided through the school district as a spouse or dependent of another employee in the school district. If after choosing to opt out of District medical healthcare, the status of the member changes, he/she may re-enroll in the District healthcare program and not receive the cash in lieu payment.

**Section 5. Dental Plan**

- A The District will pay the premiums and provide for each employee a family dental insurance plan. This plan will provide a benefit level of 80% Class I and 80% Class II.
- B. The BOARD will provide Class III benefits for eligible dependent children to age 19. The benefit is at the 80% co-pay level with a dollar lifetime limit of \$800 per eligible dependent.

Benefits are defined as follows:

- 1. Class I - Basic dental services — to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns,



jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services.

2. Class II - Prosthodontic Services — bridges, partial and complete dentures.
  3. Class III - Includes procedures for the prevention and correction of malposed teeth (orthodontics).
- C. Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employee submits the necessary application documents.

#### **Section 6. Vision Care Plan**

The BOARD will provide a vision care program which is covered in Appendix B

#### **Section 7. Liability Insurance**

The BOARD agrees to continue to pay the necessary premiums to provide coverage of up to \$3,000,000 to administrators for liability insurance of the type presently carried by the BOARD. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and rules and regulations of the carrier. The BOARD's only responsibility shall be for the payment of premiums as set forth above.

#### **Section 8. Long Term Disability (LTD) Plan**

- A. Effective August 28, 1995 the BOARD shall make payment of insurance premiums for each administrator to provide a Long Term Disability (LTD) policy which at a minimum shall provide:
1. 66-2/3% of monthly salary not to exceed a maximum of \$8,333.
  2. Qualifying period of 90 days;
  3. Conversion privilege;
  4. Lifetime freeze for benefits received from social security, any other governmental programs and retirement plans;

5. No offsets for: franchise, individual or wholesale disability income plans, thrift plans, IRA's, tax sheltered annuities, stock ownership plans, deferred compensation plans, and 401K plans;
6. 60 month own occupation disability with 80% earnings test (indexed by 7.5%);
7. Duration based on social security normal retirement age,
8. Child care credit expense (\$250 monthly maximum per dependent child);
9. \$100 minimum benefit;
10. Unrestricted mental/nervous benefits;
11. Cost of living adjustment (COLA) benefit.

During the transition period of the LTD program the Board of Education will pay the same benefits as the LTD program for members with pre-existing conditions until all members qualify for coverage under LTD. The LTD benefit level will not be modified from the benefit level established without mutual consent of the parties.

**B. Continuation of Benefits**

If an administrator is ill or disabled and is fully compensated under his/her accumulated sick bank for the 90-day LTD qualification period, then the administrator shall continue to receive the fringe benefits of hospitalization, dental, and vision for a period not to exceed 12 months following the date the administrator becomes eligible for LTD payments.

If the administrator's sick bank is insufficient to fully compensate the administrator for the entire 90-day LTD qualification period, then the administrator shall continue to receive these fringe benefits for a period not to exceed 12 months following the date the administrator exhausts his/her sick bank.

**Section 9. Mileage**

Building administrators shall be reimbursed by the District for expenses incurred for emergency transportation of students. All administrators will be reimbursed at the rate per mile established, as

allowable by the IRS, for all automobile travel, both in and out of the District, required by their position which necessitates use of a personal automobile. Administrators must present evidence of their reimbursable travel mileage by the end of each two-month period to receive their reimbursement.

#### **Section 10. Physical Examination**

The BOARD shall pay up to \$150 for an annual physical examination for each administrator to be conducted at a location selected by the individual administrator. A summary report of such examination shall be by the examining doctor, clinic or hospital to the Superintendent and will include any physical limitations indicated upon the activities of the administrator. The above examination is not mandatory. However, the BOARD may, if it deems it to be necessary or desirable, require individual administrators to have a physical examination at a location from a list designated by the BOARD.

#### **Section 11. Separation Pay**

Separation pay will be granted upon retirement or death in certain instances. To qualify for separation pay, the administrator, at the time of his/her retirement or death, must have been employed in the school district for at least ten (10) consecutive years, must hold a full-time teaching, administrative or supervisory assignment in the Livonia Public Schools and must be eligible for Michigan Public School Employees Retirement System benefits. In the event of extenuating circumstances, the BOARD may, by special action waive any or all of the preceding qualifications. If an employee qualifies for separation pay, he/she shall receive \$200 per year for each year of full-time teaching, administrative and supervisory service in the Livonia Public Schools.

At the time of retirement, the employee will be compensated at the rate of \$10.00 per day for unused days in the employee's sick bank. In addition, if the employee notifies the BOARD of his/her intention to retire at least one full semester prior to his/her date of retirement and retires at the end of the school year, the employee will be compensated an additional \$40 per day for each unused sick day over 150 days.

#### **Section 12. Special Pay Plan**

Terminal leave pay shall be granted upon retirement. As allowed by the I.R.S., the terminal leave pay and payoff for unused sick

days for all retirees who are age 55 and over at the time of retirement will be paid into a tax sheltered annuity under Section 403 (b) of the Internal Revenue Code. The School District will contribute this money within 30 days of the administrator's retirement. Retiring administrators who are under age 55 will have their terminal leave pay and unused sick day payout paid in a check with applicable deductions. If laws change or the 403 (b) carrier's policy changes and the changes have a significant impact on the provisions of this paragraph, either party may, at its' option, reopen this paragraph for negotiations.

### **Section 13. Professional Growth**

Administrators are encouraged to join appropriate professional organizations and participate in their activities. The purchase of materials that assist with the professional development of LEADS members is encouraged. The BOARD shall provide funds up to \$650 to any LEADS member as reimbursement for association fees, activities, or materials which enhance their professional growth. Organizations shall be considered "appropriate" which:

- A. Have, as their major purpose, contributing to the professional awareness and growth of school administrators, and
- B. Are not directly involved as a unit in processes of confrontation and/or competitive bargaining as antagonists to school districts and their Boards of Education.

Should there be questions as to the "appropriateness" of an organization, assistance of the Director of Human Resources should be enlisted.

Procedures to be followed by administrators in obtaining the reimbursement or the payment of dues indicated in the above paragraphs are the following:

- A. Determine the appropriateness of the organization and submit membership application or invoice to the Director of Human Resources for initialing and submission to the business office for payment.
- B. Determine the appropriateness of workshops, conferences, and professional growth materials, and pay the cost of same. Member shall submit evidence of payment to the Director of Human Resources for reimbursement.

In addition, the BOARD will reimburse members for administrative certificate fees upon submission of a copy of the certificate(s) to the Human Resources Office.

**Section 14. In-service Education**

The BOARD shall provide up to \$15,000 in total for the in-service education of administrators during each school year covered by this Agreement. This sum shall be justified each year by the LEADS Professional Growth Committee.

The BOARD and the ASSOCIATION will jointly attempt to develop on-site programs for CEU's and/or college credit required to maintain administrative certification.

**Section 15. Reimbursement for Personal Property Loss**

The BOARD shall provide up to \$7,000 in total for all administrators as a group for personal property loss or damage to administrators' property required to carry out professional duties due to theft, fire, willful or malicious damage or other acts of vandalism. All claims, proofs in connection therewith, and other supporting documents shall be presented to the Superintendent. The Superintendent will recommend approval or disapproval and the decision of the BOARD shall be final and not subject to the grievance procedure.

**Section 16. Changes in Benefits**

Any changes in benefits which affect the other certified unit in the District shall become part of the LEADS Agreement for the same period of time. These benefits are limited to those items defined in Article VIII of the current LEADS Agreement.

## ARTICLE IX—SALARY AND WORK YEAR

### **Section 1. Salary Computation**

The basic salaries of LEADS administrators covered by this bargaining Agreement shall be as set forth in Appendix A. Such salary schedule shall remain in effect for Years 1 and 2, 2013-2015, of this Agreement. There will be a salary and step reopener for Year 3, 2015-2016, of the Agreement. The parties agree to begin negotiations for the reopener at least one hundred (100) days prior to June 30, 2015.

In Year 2, 2014-2015, all employees shall receive a one-time payment equal to one-half percent (.5%) of their base annual wages as defined in Appendix A. The payment will be off schedule, payable in a lump sum in the first pay period of December.

Any overall salary adjustments to the district's other certified unit, for the life of this Agreement, shall become part of the LEADS Agreement.

### **SUBJECT TO VERIFICATION**

### **Section 2. Credit for Advanced Professional Training**

Credit for professional training shall be as shown below in addition to the basic salary.

MA + 15	\$1,100
MA + 30	\$2,200
Education Specialist or equivalent	\$3,200
Doctorate	\$4,300

Only one of the above allowances shall be permitted to each administrator. Whether the MA + 15 and MA + 30 requirement has been met and is in the proper field shall be the decision of the Superintendent, subject to the grievance procedure.

### **Section 3. District Longevity**

District longevity shall be as shown below in addition to the basic salary.

5 years	\$ 500
10 years	\$ 800

15 years	\$1,900
20 years	\$2,500
25 years	\$3,400

**Section 4. Time Factors**

- A. The work year for elementary principals will be 200 days.
- B. The work year for middle school principals and assistant principals, and senior high school assistant principals and athletic administrators will be 205 days.
- C. The work year for the LC/TC and senior high school principals will be 218 days.
- D. The work year for coordinators will be 210 days.
- E. When an administrator is asked to work for an additional week beyond this contract, he/she will be compensated at the rate of 2.5% of his/her salary per extra week worked.
- F. A “flex day” is defined as a weekday on which an employee works in the District when it is not a required contract day (a regular work day); i.e., working during summer break, a day during the winter or summer breaks, etc.

Each LEADS member may use up to five (5) “flex days” in a contract year in place of their required contract days with the prior approval of the appropriate Director.

“Flex days” cannot be accrued on weekends.

**Section 5. Redline**

The BOARD may, with the consent of the ASSOCIATION, redline the salary of a Livonia teacher who becomes an administrator until the administrative salary exceeds the redlined salary.

The BOARD may, with the consent of the ASSOCIATION, redline the salary of an administrator who changes position until the salary for the new administrative position exceeds the redlined salary.

## ARTICLE X—MISCELLANEOUS

### **Section 1. Duration of Agreement**

This Agreement shall continue in force and effect until June 30, 2016, subject to the salary reopener specified in Article IX, Section 1.

### **Section 2. Negotiation Procedure**

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 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 wages, hours and other terms and conditions of employment except by mutual consent.

### **Section 3. Conformity to Law**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the BOARD, the ASSOCIATION, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

### **Section 4. Site-Based Management**

The BOARD agrees that representatives from the various administrative levels, selected by the other administrators at those levels, will be involved in any study concerning site-based decision making models, plans or processes being considered for implementation in the District.

### **Section 5. Day Care Program**

- A. The BOARD agrees that Livonia Public Schools administrators will have access to any day care programs operated by the District.



- B The operation of the day care center is governed by rules and regulations as to age, time of operation, admission, etc.
- C. Non-Livonia residents who wish to enroll in tuition programs (i.e., kindergarten) are subject to the tuition requirements established by the BOARD.

**Section 6. Co-Principals**

The two co-principals will each have the same authority. The Board and LEADS reserve the right to revisit this section on co-principals at a future date if there are issues that surface from either side.

**Section 7. Superseder Clause**

This Agreement shall supersede any rules, regulations or practices of the BOARD which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts. All future individual administrator contracts shall be made expressly subject to the terms of this Agreement.

This Agreement entered into on June 27, 2013, shall continue until June 30, 2016.

FOR THE ORGANIZATION

  
\_\_\_\_\_  
President

FOR THE BOARD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**Section 8. District Administrative Council**

Representatives of the District and LEADS, will reserve up to two (2) hours at least four times per year (twice per semester) on mutually agreed upon dates for the purpose of maintaining open lines of communication and working collaboratively to address district-wide issues as they arise related to the business of operating the schools. Either party may call additional meetings as deemed nec-

essary. The group shall be called the District Administrative Council (DAC). The Director of Human Resources and a LEADS president shall be standing members of the DAC. They will work collaboratively to establish the meeting dates, times, location, and agenda. Other members of the Central Office administration and LEADS will be invited to attend by their lead representative based on the agenda items. Agenda items must be submitted to the other party no less than three days prior to the scheduled meeting and should include the proposed participants.

**ADDENDUM A  
AUTHORIZATION FOR DEDUCTION OF  
ASSOCIATION UES**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

I authorize the Board of Education of the Livonia Public Schools to deduct from wages earned by me the ASSOCIATION dues of the Livonia Educational Administrators as certified to the Business Office of said BOARD by the responsible official of said ASSOCIATION, and to remit the same to the ASSOCIATION at such time and in such manner as may be agreed upon between the ASSOCIATION and the BOARD.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the BOARD with notice to the ASSOCIATION of such revocation, or until the termination of the Collective Bargaining Agreement between the BOARD and the ASSOCIATION which is in force at the time of delivery of this authorization whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable Collective Bargaining Agreement between the BOARD and the ASSOCIATION until revoked in writing by me on a form provided by the BOARD or until the termination of each applicable Collective Bargaining Agreement between the BOARD and the ASSOCIATION whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the BOARD.

EMPLOYEE \_\_\_\_\_

DATE \_\_\_\_\_

APPENDIX A—SALARY SCHEDULE

SALARY SCHEDULE

44

	0	1	2	3	4	5	6	7	8	9	10	11
	<i>Salary Range</i>											
<b>High School Principal</b>	109,500	110,600	111,700	112,700	113,800	114,900	115,900	117,000	118,100	119,100	120,200	121,300
<b>Career Center Principal</b>	102,600	103,700	104,800	105,800	106,900	108,000	109,000	110,100	111,200	112,200	113,300	114,400
<b>Middle School Principal</b>	97,500	98,600	99,700	100,700	101,800	102,900	103,900	105,000	106,100	107,200	108,200	109,300
<b>Skills Center Principal</b>	95,900	97,000	98,100	99,100	100,200	101,300	102,300	103,400	104,500	105,500	106,600	107,700
<b>Upper/Lower Elementary Principal</b>	92,800	93,900	95,000	96,000	97,200	98,200	99,200	100,400	101,400	102,400	103,500	104,600
<b>High School Assistant Principal</b>	92,400	93,500	94,600	95,600	96,700	97,800	98,800	99,900	101,000	102,000	103,100	104,300
<b>Curri/Stud Serv Coordinators</b>	91,300	92,400	93,500	94,500	95,600	96,700	97,700	98,800	99,900	100,900	102,000	103,100
<b>Middle School Assistant Principal</b>	88,600	89,700	90,800	91,800	92,900	94,000	95,000	96,100	97,200	98,200	99,300	100,400
<b>Athletic Director</b>	85,600	86,700	87,800	88,800	89,900	91,000	92,000	93,100	94,200	95,200	96,300	97,400
<b>Career Center Asst. Principal</b>	88,600	89,700	90,800	91,800	92,900	94,000	95,000	96,100	97,200	98,200	99,300	100,400
<b>Upper Elementary Assistant Principal</b>	86,600	87,700	88,700	89,700	90,800	91,900	92,900	94,000	95,100	96,100	97,200	98,300

## APPENDIX B—VISION PLAN HIGHLIGHTS

**Plan Year: September 1—August 31**

	Network Benefits	Out-of-Network Benefits
<b>Co-payment</b>	N/A	N/A
<b>Maximum Allowances:</b>		
<b>Exam</b> <i>(Once in a 12-month period from September 1 to August 31)</i>		
<b>Optometrist</b>	Paid in full	Reimbursed up to \$50
<b>Ophthalmologist</b>		
<b>Lenses</b> <i>(Once in a 12-month Period from September 1 to August 31)</i>		
<b>Single vision</b>	Paid in full	Reimbursed up to \$70
<b>Bifocal</b>	Paid in full	Reimbursed up to \$80
<b>Trifocal</b>	Paid in full	Reimbursed up to \$90
<b>Progressive</b>	Not covered, Discount available	Reimbursed up to \$90
<b>Lenticular</b>	Not covered, Discount available	Reimbursed up to \$90
<p><i>Lens Options</i> - Standard scratch-resistant coating, tints (sunglasses), and UV coating are covered. Should you choose lens options not covered by the program, such as, but not limited to, progressive lenses, polycarbonate lenses, high index lenses, and anti-reflective coating, you may be able to purchase these options in-network at a discount.</p>		
<b>Frames</b> <i>(Once in a period from September 1 to August 31)</i>	<ul style="list-style-type: none"> <li>•Paid in full-Spectera selection</li> <li>•\$50 allowance-Spectera's private practice providers</li> <li>•\$130 allowance-Spectera's retail chain providers</li> </ul>	Reimbursed up to \$40
<b>Contact Lenses</b> <i>(Once in a 12-month period from September 1 to August 31, in lieu of spectacle lenses and frames)</i>	Certain lenses selected by Spectera are covered at 100%. There is a \$150 allowance for all other elective contact lenses.	Reimbursed up to \$130
<b>Medically Necessary</b>	Covered in full	Reimbursed up to \$210
<b>Refractive Eye Surgery</b>	Members receive discount if services are rendered by a participating laser eye surgeon.	No benefit provided

**MEMORANDUM OF UNDERSTANDING  
ADMINISTRATOR EVALUATIONS**

It is hereby understood by and between the parties, the Livonia School District and the Livonia Education Association that:

1. The District shall continue the process of developing, updating, and implementing a performance evaluation system for administrators in compliance with Section 380.1249 of the Revised School Code and Public Act 103.
2. The Association will be afforded involvement regarding the development of the performance evaluation system.

**MEMORANDUM OF UNDERSTANDING  
PA 349**

The parties hereby agree that, should a court or administrative agency of competent jurisdiction issue a decision that the PA 349 of 2012 is unconstitutional or otherwise not legally effective, then those related provisions deleted from Article III, Section 4, of our 2013-2016 Agreement shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

## **MEMORANDUM OF UNDERSTANDING ASSOCIATION DUES DEDUCTIONS**

The parties hereby acknowledge the following:

1. That Michigan Public Act 53 of 2012 requires the elimination of contract provisions dealing with pay deductions for union purposes from the parties' collective bargaining agreement, including those specifically highlighted in the attachment to this memorandum;
2. That the enforcement of that statute was enjoined by order of the United States District Court for the Eastern District of Michigan.
3. That the United States Court of Appeals for the Sixth Circuit has issued an Opinion which found that the injunction issued by the United States District Court for the Eastern District of Michigan precluding the enforcement of PA 53 was not properly granted; and
4. That the United States Court of Appeals for the Sixth Circuit has not yet issued an Order in conformance with its Opinion.

Therefore, the parties agree that the contract provisions dealing with pay deductions for union purposes in the parties' collective bargaining agreement shall remain in full force and effect subject to orders and decisions of courts or administrative agencies of competent jurisdiction.

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