MASTER AGREEMENT

between

LANSING ASSOCIATION OF SCHOOL ADMINISTRATORS

and

LANSING SCHOOL DISTRICT

BOARD OF EDUCATION

2016-2019

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MASTER AGREEMENT

BETWEEN

LANSING ASSOCIATION OF SCHOOL ADMINISTRATORS

AND

LANSING SCHOOL DISTRICT BOARD OF EDUCATION

This Agreement is entered into between the Lansing School District Board of Education, hereinafter referred to as "Employer" or "Board", and the Lansing Association of School Administrators, hereinafter referred to as "LASA" or "Administrators". It is the intent and purpose of this agreement to establish a working and economic relationship between the parties hereto, to provide an orderly and peaceful means for resolving any misunderstandings or differences which may arise, and to set forth herein the agreement between the parties concerning wages, hours, terms and conditions of employment for members of this bargaining unit. The Employer and LASA jointly agree to perform the obligations imposed by this Agreement.

ARTICLE 1
RECOGNITION

A. The Board of Education hereby recognizes the Lansing Association of School Administrators as the exclusive bargaining representative for Administrators in accordance with the applicable provisions of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "Administrator" when used herein shall refer to employees included in the unit for bargaining; and the term "Board" or "Superintendent Designee" when used herein, shall refer to the Board of Education of the Lansing School District or its designated agents. Pursuant to Public Act 379 of 1965, the Board hereby agrees that every administrator shall have the right to freely organize, join, and support LASA for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection or choose not to do so. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in LASA, his/her participation in any activities of LASA or collective bargaining with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as defined by the Agreement and/or Board Policy.

B. The following administrative personnel who hold valid contracts with the Lansing School District comprise this bargaining unit: Principals, Assistant Principals, Director of Financial Services, Director of Special Education, Assistant Director of Magnet Programs, Director of Operations, Director of High Schools/Secondary, District Athletic Director, Director of Instructional Support Programs, Director of Technology, Director of Public Safety, Administrators on Special Assignment, Director of Instructional Support Programs, Director of Pathway Promise and HOPE/Promise Scholars Programs, and Assistant Director for Student Learning.

C. The Lansing School District operation requires a cohesive administrative staff. Towards that end the Superintendent of Schools shall meet on a regular basis with representatives of the Executive Board of LASA for input on staffing decisions as well as other matters directly affecting the administrative staff.

D. Whenever a new Employee classification is added, the Superintendent shall make an initial determination as to whether the Employees in that classification are appropriate members of the Bargaining Unit. The Superintendent shall advise LASA, through its President, of its decision, when an Employee is taken out of LASA, the Superintendent will meet with LASA to discuss the elimination of that LASA position.

E. Any individual contract executed between the Board of Education and an Administrator in the Bargaining Unit shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

F. The Board agrees not to negotiate concerning the terms and conditions of employment for members of this Bargaining Unit with any organization other than LASA for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board's designee or its representatives and the personnel included in the Bargaining Unit.

G. Non-instructional administrators are administrators that do not hold a teaching certificate.

ARTICLE 2
BOARD RIGHTS

Subject to the terms of this Agreement, there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it.

ARTICLE 3
ASSOCIATION AND ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

A. LASA shall have the right to use building facilities at reasonable times and hours for LASA meetings outside the working day, provided this shall not interfere with or interrupt normal school procedures. When special custodial service is required, the Board will charge LASA for the actual charge involved.

B. The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the duly designated LASA representative, all financial and non-confidential personnel information relative to the District, excluding, however, any and all financial information or data which may be held not accessible to administrative bargaining units by any statute, state administrative or judicial body.

C. Upon appointment with the Human Resource Office, Administrators shall have access to their personnel files to review and receive written copies of, if requested, unless exempted under the law. Such records will not be removed from the Human Resources Office.

D. The Superintendent, through the Association president, will request, accept, and consider input from LASA regarding matters of school operation. When joint teacher-administrator committees are formed, LASA shall submit a recommended list of representatives to serve on such committees.

E. Any case of employment-related assault and battery upon an administrator immediately shall be reported by the administrator to his/her immediate supervisor. Upon written request, the Board shall select and make available to the administrator an attorney for the purpose of an initial consultation to advise the administrator of any rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

F. The District shall hold an administrator harmless or insure him/her adequately for omissions arising from performance within the course and scope of employment as an administrator provided the administrator was not grossly negligent or committed misconduct.

G. In compliance with the State of Michigan Revised School Code 380.1246, effective January 4, 2010, building principals, assistant principals, directors, administrators of instructional programs and other administrators within LASA covered under the law shall possess a valid Michigan School Administrator's Certificate.

Administrators employed by the Lansing School District or who experienced a change in building assignment on or after July 1, 2010, must possess a Michigan School Administrator's Certificate or be enrolled in an educational program leading to certification under Section 1536 not later than 6 months after they are employed with the Lansing School District.

Administrators will have three (3) years to meet the certification requirements. If these requirements are not met, the administrative contract shall be terminated. If the person who fails to meet the certification requirements set forth in this paragraph and that person is otherwise qualified, certified, and eligible for another open position in the District, then that person is subject to layoff if there is not an available and open position.

ARTICLE 4
PROFESSIONAL CONDUCT

A. The Superintendent may adopt and implement rules and regulations as they pertain to School Board policy, administrative guidelines, and the employee handbook, not in conflict with the terms of this Agreement. A copy of these rules and regulations shall be available to each administrator and reviewed during the first meeting of each school year.

B. The Superintendent and LASA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the Lansing School District. Unprofessional conduct and misconduct are subject to disciplinary procedure. Misconduct includes but is not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations or administrative directives not inconsistent with the terms of this Agreement, and any violation of the terms of this Agreement or duties as assigned in administrator's position. The District will attempt to notify the offending administrator within five (5) calendar days of any allegations of misconduct. It is the District's intention to promptly notify the offending administrator. The first day of the five (5) day notice provision shall be the day after the district learns of any allegation.

C. Definition of Discipline

Disciplinary action shall be defined as any written reprimand, suspension, or termination. Verbal warnings and Counseling Statements may become part of the formal discipline process as it relates to progressive discipline.

D. Representation

Before any meeting is called in which disciplinary action may result, the administrator shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than five (5) working days may lapse before such a meeting is held. Failure on the part of the administrator to report/attend the meeting may result in disciplinary action for failing to attend the meeting, unless just cause is granted by the supervisor.

E. A written record indicating the specific grounds forming the basis for disciplinary action shall be filed in the administrator's personnel file, and a copy thereof given to the administrator. After a period of two (2) years from the date of occurrence, if there has been no recurrence of conduct similar to that, which caused the disciplinary action, then the administrator may have the disciplinary action removed. In cases of unprofessional conduct as defined in the Michigan School Code, MCL 380.1230b, such materials shall not be removed from the file after the two year period, but will remain in the file indefinitely.

F. When an administrator requests that a LASA representative be present during a disciplinary action meeting scheduled during working hours, the LASA representative shall suffer no loss of pay in connection with such meetings. In connection with grievance meetings, the grievant, LASA President, or one (1) representative from LASA

shall suffer no loss of pay for participating in such meetings scheduled during working hours.

G. Just Cause

No non-instructional administrator (i.e. an administrator without a teaching certificate) shall be disciplined without just cause.

H. Progressive Discipline

The Superintendent will follow a policy of progressive discipline. The Superintendent may impose a severe disciplinary action without progressing through less severe measures when warranted by the seriousness of an administrator's misconduct.

I. Discipline Exceptions.

Verbal or written Counseling Statements are not considered discipline and they shall not be contained as part of an administrator's personnel file unless the verbal or written counseling statements lead to progressive discipline. Written counseling statements and improvement plans may be used as evidence for cause for non-renewal.

J. Administrators whose contracts are not to be renewed for reasons of performance shall be notified on or before ninety (90) days prior to the expiration of their individual contract.

K. Formal complaints which, after review and/or investigation, lack sufficient proof or merit of the underlying allegation may not be placed in the personnel file unless such complaint evidences a pattern of unacceptable conduct. Administrators may be notified of the complaint within five (5) days of receipt, unless extenuating circumstances or the integrity and/or security of a District investigation into the complaint is jeopardized by informing the administrator. Administrators will be given the opportunity to respond verbally and/or in writing to the complaint and by request placed in the personnel file.

ARTICLE 5
GRIEVANCE PROCEDURE

A. A grievance may be defined as a violation, misinterpretation or misapplication of any provision of this Agreement.

B. The number of days indicated at each step of the grievance procedure are working days, should be considered as maximum, and every effort should be made to expedite the grievance process. Time limits may, however, be extended by written mutual consent.

C. On the handling and processing of a grievance, the following procedure will apply:

Step 1: LASA or the aggrieved administrator may initiate any grievance at Step 2. As an alternative option within ten (10) days of the date an alleged grievance occurs, a special conference may be requested by LASA

and/or the aggrieved administrator for the purpose of an informal problem solving discussion.

If a request for a special conference is made by LASA or the aggrieved administrator, the human resources administrator shall convene the conference. Problem solutions resulting from the special conference, which are mutually agreeable, may be implemented. If the special conference does not produce a mutually agreeable solution, LASA or the aggrieved administrator may advance the grievance to Step 2.

Step 2: Within ten (10) days of the date that an alleged grievance occurs or within ten (10) days after a special conference was convened at Step 1, LASA or the aggrieved administrator, with or without LASA representation, shall submit to the human resources administrator a written statement of the provision of this Agreement that has been violated, misinterpreted or misapplied. Within ten (10) days of receipt of the alleged grievance, the Superintendent, Chief Human Resources Administrator, the aggrieved administrator and an Association representative shall meet to discuss the grievance. Following such a meeting, within ten (10) days, the Superintendent shall respond in writing to the grievant, with a copy to the Association representative.

Step 3: If the grievance remains unresolved at the conclusion of Step 2, it may be submitted for binding arbitration at the request of LASA, provided written notice for submission to arbitration is delivered to the Chief Human Resources Administrator/ designee within twenty (20) working days after receipt of the decision under Step 2.

Following the written notice of request for submission to binding arbitration, the parties shall attempt to select a mutually agreeable arbitrator within five (5) working days. (The parties may agree upon one or more methods of mutual selection, including the development of strike lists, negotiation, etc.). If the parties are unable to select a mutually agreeable arbitrator, LASA may request a list of arbitrators from the Michigan Employee Relations Commission (with a copy of the request sent to the Chief Human Resources Administrator), specifying that the list be drawn from a geographical area not larger than the State of Michigan. The voluntary arbitration rules of the American Arbitration Association shall apply to the proceedings except as provided herein.

D. Powers and Duties of the Arbitrator

1. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision within thirty (30) calendar days after the close of the hearing (or submission of briefs, if applicable).

2. The arbitrator will issue a written decision and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

4. The decision and award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted as final by the Board, the Association, and the administrator or administrators involved.

5. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited herein, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement or written Board policies directly affecting wages, hours or conditions of employment of an administrator. Any other matter not specifically set forth in this Agreement or in a Board policy which specifically affects wages hours or conditions of employment of the administrator remains within the reserved rights of the Board.

6. Relative to the grievance of disciplinary measures, which only applies to non-instructional administrators, the arbitrator shall have authority to review and decide whether just cause to impose disciplinary action existed and, if so, whether the disciplinary action imposed was reasonable, proper and just.

   a. If the arbitrator determines that just cause for discipline did exist, but finds the disciplinary action to be unreasonable, improper or too severe, he/she will establish guidelines of what would be reasonable, proper and just under all the circumstances and refer the matter back to the District.

   b. If the District fails to act within the arbitrator's guidelines within ten (10) days after receipt of the arbitrator's decision, LASA may appeal the matter back to the arbitrator and the arbitrator shall then be empowered to change or modify the disciplinary penalty imposed by the District.

   c. If the arbitrator determines that just cause for discipline did not exist, he/she may rescind the disciplinary measure.

7. The arbitrator shall have no power to grant relief for any damages for periods commencing before the latter of:

   a. the date the grievance arose (as defined in Section C, Step 1), or

   b. ten working days before the grievance was advanced at Step 1.

8. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.

9. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.

10. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievance, LASA, or the District during the first three steps of the grievance procedure. In the event newly discovered facts or issues become

known to the grievant, LASA or the District, after Step 3 but before the arbitration hearing, the party who has discovered the proposed new evidence will immediately notify the other and make a full disclosure of same.

11. The arbitrator shall have no power to change any policy or rules of the Board.

12. If the Board disputes the arbitrability of any grievance, the arbitrator shall first determine whether he/she has jurisdiction to act, and he/she finds that he/she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

E. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

2. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

3. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.

4. Any grievance filed during the life of this agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.

5. If the arbitrator upholds the entire grievance, the District shall be responsible for the fees and expenses of the arbitrator; similarly, if the arbitrator denies the entire grievance, LASA shall pay the arbitrator's fees and expenses. If the arbitrator determines that each party's position is to be upheld in part, the arbitrator may determine if the arbitration fees should be split and which percentage of the fees should be paid by each party.

6. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

7. An administrator who is required by the Board to participate in an arbitration hearing under this Agreement shall be put on stand-by during the work day and shall be excused with pay when called to testify. Similar treatment will be given to administrators that are called by LASA to testify during the work day, assuming that the number of witnesses to be used by LASA are limited to a reasonable number to prove its case. Additionally, the grievant and the LASA president/ designee who participate in an arbitration hearing shall not suffer a loss of pay for the time spent at the arbitration hearing (including up to thirty minutes before and after the hearing).

8. No grievance shall be filed for or by an employee more than ten (10) days after the effective date of his/her resignation.

9. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to a final decision on the grievance.

10. Two or more grievances on the same subject may be handled by the District as one grievance. When such a situation occurs, LASA shall be notified and the answer directed to the LASA president.

11. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision on the grievance.

12. Grievances that are not appealed within the time limits specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limits are waived by mutual agreement by the parties involved.

ARTICLE 6
REDUCTION IN STAFF

A. The Association recognizes the exclusive right of the Board to determine monetary savings to be achieved by reduction in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made.

B. Prior to any reduction in staff within LASA, LASA will be provided an opportunity to present to the Superintendent LASA's recommendations regarding such reductions for the consideration of the Superintendent prior to the final Superintendent decision.

When a layoff occurs, the Superintendent shall determine which employees will be laid off.

C. Those persons affected by the reductions shall be given a 30 day notice that their position is to be eliminated. They may be informed of other vacancies for which they may qualify and will be given an opportunity to interview for such vacancies.

D. Administrators on layoff shall continue to remain on the layoff list and accrue seniority for two (2) years from the date of layoff.

E. Administrators shall lose seniority upon resignation, retirement, or discharge.

F. Administrators who leave their position (for any reason), except layoff, for another position within the District will not accrue seniority or maintain any rights under the LASA Collective Bargaining Agreement.

If an administrator returns to an open LASA position within a 12 month period from the date of leaving, he/she may begin to accrue seniority (adding previous seniority) and rights under LASA.

ARTICLE 7
SALARIES AND INCENTIVES

A. Administrative Compensation Categories and Salaries

All LASA Administrators shall be placed in an Administrative Compensation Category consistent with each administrative position, as detailed in Appendix A. The annual salary for each Administrative Compensation Category presented in Appendix B (Salary Schedule) shall constitute the full and complete salary due each LASA Administrator.

B. Each Administrator who works the entire school year* shall receive a yearly stipend of $3,000 (2016-17), and $2,000 (2017-18 and 2018-19) for additional responsibilities such as professional development, travel, mileage, and other additional activities.

*Administrator must work the entire school year to receive the full amount and show proof of professional development activity. An administrator that works less than a full school year shall have the stipend pro-rated.

C. District Student Incentive – Any LASA member who enrolls and sends their child or children for a full school year to any Lansing Public School shall receive a $500 annual stipend. This stipend shall be paid in the bargaining unit members' July paycheck for that school year.

ARTICLE 8
FRINGE BENEFITS

A. Health Insurance Options – The district will contribute up to the maximum allowance based on the state hard cap rate. The initial medical benefit plan coverage shall begin upon approval of this agreement and not be increased throughout the duration of this agreement.

The annual allocated amounts identified above shall be prorated for employees who begin work after the start of the scheduled work/school year or terminate employment before the year is completed. The annual allocated amounts shall also be prorated for employees who change subscriber categories during the medical benefit plan coverage year.

An open enrollment shall occur in September 2016, 2017, and 2018 to be effective November 1, of each year. The medical plans offered during open enrollment shall be McLaren. The benefits and coverage are as defined in a handout provided by Human Resources. The parties agree that the insurance contract and underwriting rules shall govern benefits and coverage and that the Board's obligation shall be limited to paying the premiums described above.

Eligible employees electing medical insurance shall pay the difference between the Board's contributions defined above and the actual cost of the medical plan selected via payroll deduction in accordance with the District's IRS Section 125 Plan.

Eligible employees electing non-medical benefits shall pay 10% of the cost of the monthly premiums, and the Board shall pay 90% of such costs in the manner deducted during the 2016, 2017, and 2018 years.

There shall be no double health coverage within the District. If an employee's spouse is employed by the District, only one of them may elect District provided health insurance.

B. Cash Alternative Option - Cash in lieu shall be $425 per month.

For those who select cash-in-lieu during the open enrollment period, cash-in-lieu payment shall commence on the start of the benefit year, for each eligible year.

C. Group Life Insurance

The Board will provide term life insurance in the amount of $75,000 for each employee. The coverage shall double in case of accidental death and dismemberment and provide waiver of premium in the event of total and permanent disability.

D. Group Dental

Basic Dentistry: The plan will pay 80% of eligible expenses and will increase 10% each calendar year (to 100%), provided the insured visits a dentist and completes all recommended basic services each year.

Major Dentistry: Includes inlays, crowns, bridges, full and partial dentures. The plan will pay 80% of the eligible expenses incurred by the participant.

Combined Basic & Major Maximum: Annual maximum per participant per calendar year - $1,000.

Orthodontics: Orthodontic benefits are provided for all persons insured. The plan will pay 80% of an orthodontist's reasonable and customary charges up to the plan maximum of $1,500.

Claim Forms: Available from SET SEG.

E. Vision Care

Effective Date: The first of the month following hire date, or return from leave. An application must be completed by each employee.

Benefit Year: July 1st to June 30th. All bills must be submitted within 6 months following the end of the benefit year.

Benefits Provided: Each employee, their spouse and dependent children may obtain an examination, frames, and/or lenses once per Benefit year. Prescription sunglasses and photo grey lenses are included.

Payment Level: 85% of customary and reasonable charges, subject to maximum payments shown below:

Examinations	$85
Regular Lenses	$175
Bifocal Lenses	$220
Trifocal Lenses	$250
Lenticular Lenses	$290
Frames	$100
Contact Lenses	$200

Claim Payments: Submit itemized bill to Lansing School District, Human Resources, 519 W. Kalamazoo, Lansing, Michigan 48933. Your bill must show date of service, name of employee, ID# of employee, patient's name, and provider of services. The cost of each item (exam, type of lenses, frames) must be listed separately. A non-taxed payment will be refunded on your regular Bi-weekly.

Coordination of Benefits: If your spouse has vision coverage through another employer, you must submit record of their payment along with your itemized bill. The District payment will be coordinated with that of the other insurance company. Benefits for dependent children are determined first under the contract of the parent whose birth date occur earliest in the calendar year. If you need written verification for filing a claim with a second company, you must request verification through the Human Resources Department.

F. Long Term Disability Insurance

Benefits:

1. Up to 60% of monthly salary with a maximum of $6,000 per month.

2. Benefits are offset with the Social Security (primary benefit only) and Michigan School Employees Retirement to the degree they would add to the basic benefit in excess of 60%.

3. Benefits payable on the following basis:

Age of Disablement	Duration of Benefits (In Years)
62 and younger	To age 65 or 3.5 years, whichever is later
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 year

Waiting Period: 60 calendar days or after all sick leave is consumed, whichever comes later.

G. Vacations

1. Employees working 52 weeks per year shall be entitled to five weeks of vacation. Scheduling of vacation is subject to the approval of the employee's immediate supervisor. Vacation shall not change the formula by which employee salaries are calculated. Upon any employee's termination of employment or retirement, the District shall pay for all accrued but unused vacation time.

2. Employees working less than 52 weeks per year shall be granted four (4) discretionary days to be used during each year of this agreement. Scheduling of discretionary days is subject to the approval of the administrator's immediate supervisor and may not be taken at a time when students and/or staff are in session. Discretionary days must be used in the year in which they are granted and shall not accumulate as compensable leave days. Discretionary days shall not change the formula by which employee salaries are calculated.

LASA members are eligible to carry over a maximum of 10 vacation days to the next year.

H. Holidays

The following holidays will be recognized for all Administrators:

The day before New Year's Day
New Year's Day
Martin Luther King, Jr. Birthday
President's Day*
Good Friday*
Memorial Day
Independence Day
Labor Day
The day before Thanksgiving Day*
Thanksgiving Day
The day after Thanksgiving
The day before Christmas Day
Christmas Day

* If recognized in the LSEA contract as holidays

I. Retirement Separation Allowance

Administrators who qualify under the Michigan Public School Employees Retirement Act and have ten (10) years of service with the Lansing School District, after completion of their last year of service, shall receive an amount for each year of service in the District up to a maximum, each in accordance with the following schedule:

Amount Per Year	Maximum
$264.00	$7,045.00

In case of death prior to retirement, the accumulative amount shall be paid to the designated beneficiary.

J. Supplemental Allowances

1. If an administration position is to be redefined as a split position, the affected building principal will meet with the superintendent to discuss the position as well as additional support needed. If an individual does not wish to remain at the building after it has been identified as a split position, the Superintendent and Administrator will explore possible alternative assignments. However, it is expressly understood that the decision is within the sole discretion of the District.

2. For elementary principals with responsibilities for more than one elementary building:

   Responsibility for two buildings - $10,000.00

K. Administrator Health Examinations

The Superintendent may request an Administrator to obtain a physical or psychiatric examination. Expenses for any such examinations shall be paid in full by the Board.

L. Personal Property Loss

The Board will repair or reimburse administrators the current value (up to a maximum of $500 per incident) of any clothing or other personal property damaged or destroyed as the result of an accident, act of vandalism, or assault and/or battery upon them suffered in the course of their employment unless such loss is covered by insurance, or reimbursement is obtained from other sources. (Forms for reimbursement are available from one's immediate supervisor.)

M. Insurance Continuation

Employees or their dependents that cease to be eligible for health insurance coverage shall have a right to continue medical, dental, or vision group coverage on a direct payment basis with the Lansing School District. Coverage may be continued for 36 months, except for termination of employment or reduction in hours, which shall be limited to 18 months.

N. The Board may initiate during the term of this agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the agreement. Upon implementation of such program(s), a special conference may be initiated by the Board or LASA to explore its terms. Participation in such new program(s) by LASA members shall be voluntary. If participation is elected, it shall be as an alternative to the group medical coverage described in Section A 1. of this Article.

ARTICLE 9
COMPENSABLE LEAVES AND LEAVES OF ABSENCE

A. Compensable Leave

1. At the beginning of each school year Administrators shall be granted compensable leave days that pay in full for personal illness, family illness, medical appointments, injury, emergencies or personal business matters. Administrators on a full year contract shall receive sixteen (16) days per year. Administrators working 40 to 46 weeks per year shall receive fourteen (14) days per year. Unused portions of each year's leave shall be allowed to accumulate up to but not exceeding 60 days.

2. For the school year 2016/2017 only, any unused portions over the 60 days shall be paid out at $40.00 per day. This provision for unused sick time is applicable for the 2016/2017 school year only. The District will pay the difference in Short Term Disability for days 61-90 until the employee is eligible for Long-Term Disability.

3. Employees transferring in to the LASA unit may transfer no more than 60 days of accumulated compensable leave time from their previous position to be capped at 60 days.

B. Leaves of Absence

1. Maternity Leave

   a. If the administrator desires a leave of absence, she must file a written request with the Human Resources Office at least 90 days prior to the anticipated date of such leave.

   b. Any leave of absence shall be for the duration of the pregnancy and extend no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).

   c. After the termination of pregnancy, the administrator shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the administrator must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose at its option and expense to have the administrator examined by the Board's physician prior to the administrator's return to work.

2. Parental Leave

   A parental leave of absence without pay shall be granted upon request to administrators who become parents of newborn. Such leave must be requested, in writing, prior to the six week post-natal examination, but not less than thirty (30) days prior to the date such leave is to become effective. Such leave shall, if applicable, be granted until the end of the fiscal year.

3. Adoptive Leave

Any administrator may apply for an adoptive leave without pay. When first notified that she has been accepted as an adoptive parent by the adoption agency, the administrator desiring leave shall apply to the Human Resources Office for an adoptive leave that shall commence when the administrator assumes custody of the child, and shall continue for the duration of the fiscal year.

4. Educational Leave

An educational leave of up to two years may be granted upon application to the Superintendent. Educational leaves are subject to the following provisions:

a. The administrator must have completed not less than three years of continuous full-time service before he/she can be a candidate for consideration.

b. Educational leaves may be granted for research or study, and they must be related to the applicant's professional interests and development.

c. Request for educational leaves will be considered for a period of up to two years.

d. Requests for educational leave must be received in the Office of Human Resources not later than January 15, of the preceding school year.

e. The administrator receives no salary compensation or fringe benefits during the leave.

f. Following the leave, the administrator will be returned to a similar position and the same or increased pay level from which s/he left.

5. Teaching for the United States Government, Peace Corps, or other Special Programs

A leave of teaching for the United States Government, Peace Corps, or other Special Programs of up to two years may be granted upon application to the Superintendent. Such teaching leaves are subject to the following provisions:

a. The administrator must have completed not less than three years of continuous full-time service before he/she can be a candidate for consideration.

b. Teaching leaves may be granted to serve in an assignment abroad in schools, universities, or other organizations related to education.

c. Requests for teaching leaves will be considered for a period of up to two years.

d. Requests for teaching leaves must be received in the Office of Human Resources not later than January 15, of the preceding school year.

e. The administrator receives no salary compensation or fringe benefits during the leave.

f. Following the leave, the administrator will be returned to a similar position and the same or increased pay level from which s/he left.

6. Leaves for Other Purposes

   a. Absence for Jury Duty

      In such cases the administrator will be paid the difference between his/her pay for that duty and his/her regular pay provided he/she cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. Proof of service and pay must be submitted to the Payroll Office.

   b. Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed as a witness in any case connected with the Administrator's employment or the school, except that leave with pay shall not be granted in connection with unfair labor practice hearing involving the Board and LASA or to employees who are plaintiffs in civil suits against the District.

   c. When attending any function when so directed by the administration.

7. Military Leave

   a. Military leaves of absence shall be granted to any administrator who shall be called into active military service of the United States. Administrators on such leaves of absence shall be granted up to a maximum of six (6) calendar months which shall include salary and fringe benefits. During this six (6) month period and only for those days the administrator was scheduled to work in the District, the administrator shall assign his/her military compensation to the Lansing School District. Should the leave extend beyond six (6) months, said leave will be without pay and the administrator may purchase continuation of health insurance coverage thereafter. These terms also apply to military reservists called for active duty or training.

   b. Military leaves will be granted to bargaining unit members in accordance with these terms, provided such member makes written request for such leave of absence, immediately upon receiving their orders to report for such duty.

   c. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

8. Family and Medical Leave Act of 1993

The Board shall extend such additional considerations and benefits to administrators as are required by the Family and Medical Leave Act.

C. Conventions and Conferences

All conference requests must be approved by the Administrator's supervisor, and the Human Resources Department prior to the date of the conference.

All Administrators are responsible for arranging for the delegation of their responsibilities during the period of time they are attending a conference.

Only one Secondary Administrator shall be gone from the building at any one time; exceptions may be made only with the approval of the Superintendent or his/her designee.

The Superintendent may place a freeze on all conferences when economic circumstances so dictate.

ARTICLE 10
MISCELLANEOUS

A. The Superintendent shall be responsible for the typing, printing, and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. The Association will share in the cost of materials and printing.

B. The Superintendent and the Association shall meet once each month during the school year, upon the request of either party, to discuss matters of mutual concern. The time, place and agenda shall be mutually agreed upon at least one week prior to such a meeting.

C. Every effort will be made to notify Administrators of their assignment no later than two weeks prior to the start of the school year. All school lead principals with like grade configurations shall have the same contract week length. PreK-3 lead principals shall be contracted for 44 weeks. PreK-6 lead principals shall be contracted for 46 weeks. 4-6 lead principals shall be contracted for 46 weeks. PreK-8 lead principals shall be contracted to 52 weeks. All assistant elementary principals shall be contracted to 42 weeks. All 7-12 lead principals shall be contracted to 52 weeks. Each 7-12 school shall have at least one assistant principal contracted to 46 weeks and each additional assistant principal contracted to 42 weeks (schools with more than 1,000 students may have an additional assistant principal that is contracted to 46 weeks).

D. The Superintendent may initiate a salary review of administrative positions, on his/her own volition, or at the request of LASA, in the following instances:

1. Any new administrative position placed in the bargaining unit.

2. Any administrative position that is combined with another function.

3. Any administrative position that is given permanent extra responsibility.

4. Any administrative position that is relieved of responsibilities.

5. Any present administrative position.

E. After the superintendent has made staffing assignments, the positions left unassigned shall be posted.

Administrators that are interested in a change in assignment to that has not been declared vacant may give written notice of their interest to the Superintendent by April 1. If the Superintendent makes a change of assignment involving the desired position and does not transfer the interested administrator, the Superintendent may respond to the request in writing.

LASA shall be entitled to participate on all interview panels for administrative positions.

F. During the term of this Agreement scheduled days of work that are cancelled because of conditions not within the control of school authorities such as, but not limited to, severe storms, fires, epidemics or health conditions as defined by the city, county, township or state authorities shall be rescheduled by the School District. Such rescheduling shall not affect or otherwise require an adjustment of salary compensation, or other benefits provided within this collective bargaining agreement.

G. If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

H. 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.

I. Negotiations between the parties for the purpose of entering into a successor Agreement shall commence at least sixty (60) days prior to the expiration date of this Agreement.

J. Medical Procedures

Administrators will not be required to perform nor delegate medical procedures required to be performed by a licensed medical professional.

K. Any elementary building that has more than 500 students will be assigned an assistant principal. This enrollment number must be reached by fall count date and maintained until second count day.

L. When new programs are being implemented into school buildings, those affected principals may be notified prior to such implementation for feedback and discussion.

M. On days when schools must be closed due to inclement weather, the District will pay one (1) day of compensation. If after that day, the building is closed due to inclement weather, administrators may use discretionary days or compensatory days in the following manner:

1. If the administrator has discretionary days, they will use those days.
2. If the administrator does not have discretionary days, they may take this time from their compensatory days.

N. After the Superintendent has made staffing assignments, the positions left unassigned shall be posted.

Administrators who are interested in a change of assignment may give written notice of their interest to the Superintendent. If the Superintendent makes a change of assignment involving the desired position and does not transfer the interested administrator, the Superintendent may respond to the request in writing. Administrators who are reassigned to a position of lesser pay shall have their salary redlined for one year.

O. Administrators may be asked to have a "special assignment" for up to two years. His/her salary will not be affected and he/she will be restored to his/her former position, if possible, or a position of like nature.

P. If a school adds an additional grade or grade(s) to their configuration the lead principal will be granted a $2,000 stipend, unless their new configuration is one of the previously defined configurations, per Article 11 Section C.

ARTICLE 11
DURATION OF AGREEMENT

This Agreement shall be effective as of September 6, 2016, or when it is ratified, whichever is later, and shall continue in effect until June 30th, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

If an Emergency Manager is appointed by the State under PA 4 of 2011, (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This clause is included in this agreement because it is legally required by state law and not as a result of agreement of the parties.

FOR THE DISTRICT

By _____

Date April 13, 2017

FOR LANSING ASSOCIATION OF SCHOOL ADMINISTRATORS, INC.

By _____

Date April 13, 2017

APPENDIX A
ADMINISTRATIVE COMPENSATION CATEGORIES

	S	D
I	High School Principals	Director of Special Education Director of Instructional Support Programs District Athletic Director Director of Public Safety
II	High School Assistant Principals Elementary Principals (PreK-3, PreK-6, PreK-8, 4-6, and 4-8)	Director of Operations Director of Technology Director of Financial Services Director of Pathway Promise and HOPE/Promise Scholarship Programs
III	Elementary Assistant Principals (PreK-3, PreK-6, PreK-8, 4-6, and 4-8)	Assistant Director for Student Learning Assistant Director of Magnet Programs

Note:"S" denotes school level positions "D" denotes district wide positions.

APPENDIX B
SALARY SCHEDULE

		S			D			
		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3
I	52 Weeks	$ 97,693.00	$ 99,629.00	$ 101,604.00	52 Weeks	$ 97,693.00	$ 99,629.00	$ 101,604.00
II	52 Weeks	$ 91,010.00	$ 92,813.00	$ 94,652.00	52 Weeks	$ 91,010.00	$ 96,902.00	$ 98,822.00
	46 Weeks	$ 87,388.00	$ 89,292.00	$ 91,060.00				
	44 Weeks	$ 85,228.00	$ 86,915.00	$ 88,636.00				
	42 Weeks	$ 81,164.00	$ 82,770.00	$ 84,408.00				
III	42 Weeks	$ 76,642.00	$ 78,981.00	$ 81,164.00	52 Weeks	$ 88,938.00	$ 91,010.00	$ 95,018.00

Note: LASA members will remain in their current identified level for the duration of this contract. All other elements detailed in the tentative agreement signed September 26, 2016 remain in effect. For reference only, an advancement of one level on the salary schedule would be commensurate with one year of service.