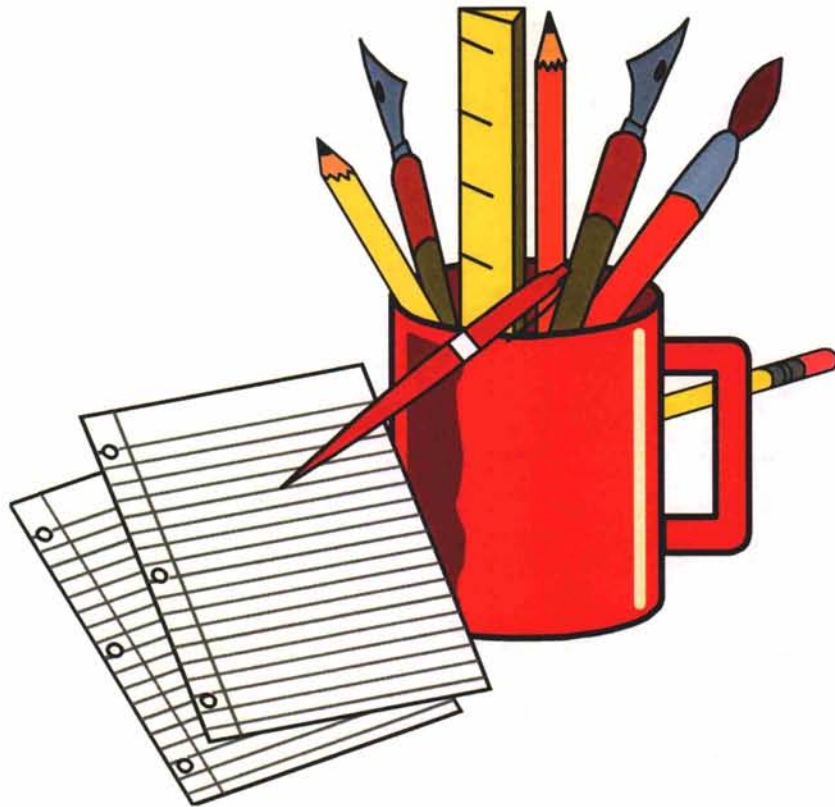


6/30/2003

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*Linden Community Schools*

Professional Agreement  
Between the

Linden Community Schools  
Administrators

and

Linden Community Schools  
Board of Education

July 1, 2000—June 30, 2003

Adopted January 24, 2001

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**Final Draft of Administrative Agreement**  
(Revised 1/8/2001)

SECTION 1--PURPOSE

The agreement covers the administrators employed as the High School Principal, High School Assistant Principal, Middle School Principal, Middle School Assistant Principal, Elementary Principals, Athletic Director/Assistant Principal, Special Education Director, Food Services Director, Community Education Director and Assistant Business Manager. This agreement shall not have application to those employed on an intern basis.

This agreement will be referenced in each individual employment contract. As such the agreement supersedes and cancels all prior contracts, all prior practices whether written or oral and it expresses all the obligations of and restrictions imposed upon the Board of Education.

This agreement is reviewed annually through procedures established by the Superintendent and it is adopted by the Board of Education. This agreement is not subject to amendment, either verbally or in writing, without the approval of the Board of Education.

SECTION 2--EMPLOYMENT CONDITIONS

- A. 1. Administrators hired after September 1, 1995, may serve a probationary period not to exceed two (2) years. During the probationary period, the individual employment contract of the employee will not be terminated for reasons that are arbitrary or capricious.
2. The Board of Education may terminate the individual employment contract of a non-probationary employee during the term of the contract for just or reasonable cause.
3. In the event that the District undertakes to terminate the employee during the term of an individual employment contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board of Education. In the event of termination of employment during the term of this contract, this contract shall automatically terminate and the District shall have no further obligation hereunder.
4. The foregoing standards for termination of this contract shall not be applicable to non-renewal of an individual contract at the expiration of its term. Standards for nonrenewal of contracts shall be governed by the Michigan School Code, MCL 380.132; MSA 15.4132.

5. In the event the District intends to reduce the number of positions covered by this agreement, the determination as to the number of positions and which positions are to be reduced is reserved to the Board of Education.
  6. The Superintendent reserves the right to assign and transfer employees covered by the terms of this agreement. Reassigned administrators shall receive compensation at the rate of the new position.
- B. All employees will be employed under the terms of an individual employment contract, which shall be made specifically subject to the terms and conditions of this agreement. Individual employment contracts shall be for duration of (2) years subject to annual review and extension for one (1) additional year.

The Superintendent shall review the performance of each employee each year and shall issue a recommendation to the Board of Education before June 30 indicating whether or not the employee's individual contract should be extended for an additional year. The board agrees that notice of non-renewal of this contract may be only given for a reason that is not arbitrary and capricious. The employee will be notified of the recommendation in writing and if no action is taken, the employee's individual contract will be considered as extended for a period of (1) year.

- C. In addition to those reasons set forth in this Agreement, the District reserves the right to terminate an individual employment contract if the employee fails to continue to meet the certification and/or licensure requirements established for the position by the Board of Education or State of Michigan.

In the event the State of Michigan does not maintain the administrative certification program on an ongoing basis, employees must continue to meet the educational standards formerly required under the program.

- D. Employees with teacher or administrative certification shall not acquire continuing tenure as an administrator in such capacity, but may acquire continuing tenure as a classroom teacher to the extent afforded by the law.
- E. Mileage and expenses will be reimbursed to the employee at the rate(s) established by the Board of Education. There will be one rate established for all employees.
- F. The Board of Education will pay for professional dues for qualified educational organizations, which are related to the employees' position. A list of qualified organizations will be mutually developed by the Superintendent and administrative representative(s).

- G. Each employee will undergo an examination by a mutually agreeable physician at least once every other year. The employee will be reimbursed \$75.00 for each exam (\$150.00 every two years) for costs not covered by the health insurance plan.
- H. Employees are obligated to come to work if at all possible on days on which the District is closed due to inclement weather or other conditions not within the control of the school district.
- I. The Board of Education agrees to reimburse the employee for up to fifteen (15) semester hours (or its equivalent) for tuition and fee reimbursement for graduate classes completed each fiscal year.

Classes must receive prior approval of the Superintendent and, generally, a grade of not less than 3.0 to be eligible for reimbursement. With the exception of weekend classes, no more than two (2) classes may be taken simultaneously during the time in which Linden students are in attendance.

### SECTION 3--COMPLAINT PROCEDURE

Any incident concerning an alleged misinterpretation or misapplication of the provisions of this agreement will be expressed informally to the Superintendent within ten (10) calendar days of the event leading to the incident or knowledge of the incident. The informal communication will include the section(s) claimed to have been violated and a statement of the facts giving rise to the complaint.

The decision of the Superintendent will be final.

### SECTION 4--PAID LEAVE DAYS AND UNPAID LEAVES

- A. Time off with pay will be available for the following reasons:
  - 1. Illness or disability of the employee. The maximum number of days an employee would be eligible to be paid on an extended disability is equal in length to the elimination period of the disability plan.
  - 2. Up to four (4) days (32 hours) per year may be authorized by the Superintendent or his designee for personal business. The uses of such day(s) are restricted to conducting activities, which cannot be scheduled outside of working hours.

Subject to approval of the Superintendent, flextime will additionally be afforded to conduct personal business.

Requests for personal business days must be submitted seventy-two (72) hours in advance unless the employee can demonstrate conditions did not allow the time line to be met.

3. Up to five (5) days per year for illness of the employee's spouse or child will be authorized. Extended absences beyond this limitation, requires the approval of the Superintendent or his/her designee.
  4. In the event an employee is absent from work due to a compensable injury under the Worker's Compensation Act, the employee paid leave time provisions above will be prorated basis to the extent permitted by law to offset the differences between the regular daily salary and the amount provided under the Act for a period equal in length to the disability plan elimination period.
- C. Employees will be provided up to five (5) leave days for each instance of death in the immediate family. Immediate family will be defined for purposes of this provision as child, sibling, spouse, parent, father-in-law or mother-in-law.
- D. Employees required to report for jury duty during working hours will be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.
- E. The District reserves the right to direct an employee to supply a doctor's verification or other information to support the reason for an absence.

The District reserves the right to send the employee to a District-appointed physician or other qualified professional personnel, if questions arise concerning an absence or fitness for continued service.

- F. 1. An employee who is ill or disabled (including Worker's Compensation), may be granted an unpaid leave for a period up to eight (8) months from the last day the employee was at work. The employee must make an application in writing, which must be accompanied by a physicians or other appropriate licensed professional statement indicating the nature of the illness or disability and the anticipated date of return.
2. To the extent authorized by law, paid leave time may be required to be used and will be counted for purposes of computing unpaid leave time available under the Family Medical and Leave Act for eligible employees.

- G. The following are considered holidays for the administrator: July 4, Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, three days between Christmas and New Years, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day.

SECTION 5-- MISCELLANEOUS

- A. The District agrees to provide errors and omission insurance coverage for employees to cover incidents, which arise while the employee is acting within the proper scope of his/her authority under Board Policy and the law. The levels and limitations of the policy are determined by the Board of Education.
- B. Any overpayment in relationship to wages, benefits, sick leave or insurance premiums in excess of the District's contribution under this agreement will be subject to either: 1) payroll deduction as a condition of this agreement pursuant to the authority set forth in MCLA 408.477, 2) payment plan reimbursement mutually agreed upon, or 3) work the requisite days to cover the overpayment.

SECTION 6--COMPENSATION AND RELATED ISSUES

- A. The salaries of the employees covered by this contract for fiscal years 2000-2003 will be calculated by multiplying the factor listed by the Master's Degree + 40 Step 10 salary located in the Professional Agreement between the Linden School District and the Local 10/MEA/NEA/Linden Unit.

Position	Work Days Per Year	Factor
H.S. Principal	225	1.37
M.S. Principal	225	1.33
Elementary Principal	220	1.284
Asst. H.S. Principal	220	1.23
Asst. M.S. Principal	220	1.16
Athletic Director/Assistant Principal	220	1.1378
Special Education Director	220	1.3084
Community Education Director	52 weeks	.65
Director of Food Services	48 weeks	.75
Assistant Business Manager	52 weeks	.65

The salaries set forth above are based upon the specified number of work days set forth above subject to the following:

1. If an employee works less than a full fiscal year, the salary will be adjusted accordingly.
2. Absent agreement with the employee, the length of the work year will not be reduced. In the event the length of the work year is permanently increased, the salary will be adjusted accordingly to reflect the additional days on which the employee was directed to work.

The District may establish the salary of newly hired administrators at up to ten (10 percent less than the above referenced rate. Assuming the probationary administrator's performance is satisfactory, the administrator's pay will reach the maximum at the beginning of the third year of employment. Absent a reduction in the number of workdays as set forth in 1 and 2 above, the salary of an employee will not be reduced. In general, employees with an unsatisfactory performance evaluation will not be advanced in salary. Should the Superintendent and/or his designee determine sufficient improvement in performance has taken place, some or all of the salary advancement may be granted.

Employees will work on all instructional days. The distribution of non-student days will be subject to annual review and approval of the Superintendent or his/her designee.

If an employee is required by the District to report on a non-scheduled work day, the employee will be given the option of payment for the time in question or compensatory time off.

- B. Employees may select from payroll schedule options made available through the Business Office.
- C. A single payroll deduction shall be available for fixed or variable insurance option programs accessible through the Business Office.
- D. The board agrees to pay the Administrator for his/her services during each year of said contract in 26 bi-weekly installments.

#### SECTION 7--INSURANCE

- A. The Board of Education reserves the right to select or change insurance administrators and/or underwriters and to establish a qualified cafeteria plan.

In the event the Board elects to institute any changes under this section, comparable plans to those in effect in the 2000 - 2001 school year, will be maintained. Prior to the implementation of any changes, the Superintendent or his designee, will meet with a representative group of employees to receive input regarding the changes.



B. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the complaint procedure set forth in this agreement.

C. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. In the event the employee or eligible dependent(s) are denied coverage, the Board of Education shall have no liability for premium or other payments.

The District's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents as determined by the District.

D. The plans for which premiums will be provided include hospitalization, long-term disability, vision, dental and group term life consistent with the plans offered in January 1996. Specific details of the plans and the conditions and limitations of the plans are available in the Business Office.

An employee eligible for health insurance benefits as defined herein shall not be eligible to enroll for District paid premiums for an insurance benefit if he/she is enrolled under another plan within the District (e.g. enrolled under spouses plan) or is enrolled in a plan through another employer.

Employees who are eligible for health insurance but who do not enroll will have the option of electing cash at fifty (50) percent of the premium for which he/she would have been eligible or diverting the cash into tax-sheltered annuities or other fixed or variable options available through the Business Office.

Insurance premium contributions will commence the first day of the month following the first day of employment. Insurance benefits will be continued during periods required under the Family Medical and Leave Act. Board insurance premium contributions shall cease to be paid on the effective date of severance from employment, on the effective date of layoff and while collecting long-term disability benefits.

E. Life insurance coverage shall be two times the base salary with \$100,000 being minimum.

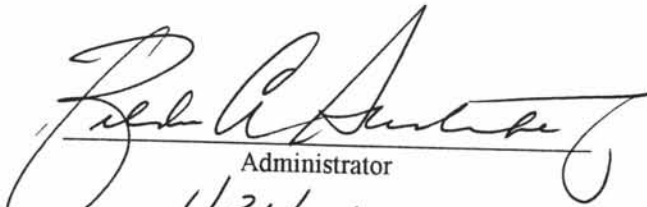
SECTION 8--DURATION

The term of this agreement shall commence July 1, 2000, and expire June 30, 2003.

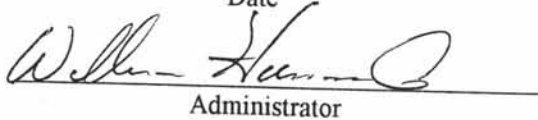
The "factor system" may be reviewed every other calendar year if mutually agreed to by the Board of Education and the administrators.

LINDEN COMMUNITY SCHOOLS  
ADMINISTRATIVE STAFF

LINDEN COMMUNITY SCHOOL DISTRICT  
IN THE COUNTIES OF GENESEE AND  
LIVINGSTON, MICHIGAN  
By It's Board of Education

  
\_\_\_\_\_  
Administrator

1/31/01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrator

1/31/01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President

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Secretary

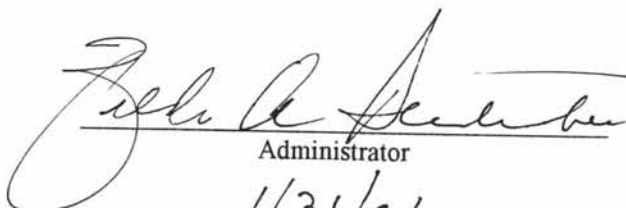
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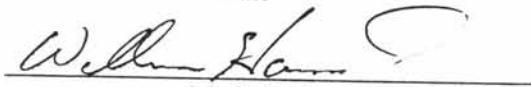
LETTER OF UNDERSTANDING  
ADMINISTRATIVE SICK LEAVE


A committee will be formed to study whether changes need to be made within: SECTION 4--  
PAID LEAVE DAYS AND UNPAID LEAVES.

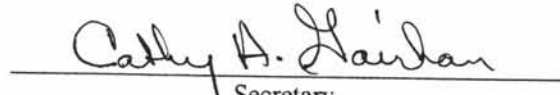
LINDEN COMMUNITY SCHOOLS  
ADMINISTRATIVE STAFF

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LETTER OF UNDERSTANDING  
ADMINISTRATIVE MERIT PAY

On a trial basis, for the 2001-2002 and 2002-2003 school years, the Administrator will submit to the Superintendent for his review by July 1, a maximum of four (4) goals for the Administrator to accomplish in that school year. The goals submitted by the Administrator must be clearly defined and measurable.

The Administrator will inform the Superintendent at reasonable times as to the progress toward goal achievement. The Superintendent may provide the Administrator with an interim evaluation of each goal if initiated by the Administrator by January 30, and a final evaluation by June 30 of each year. The Superintendent's evaluation for each goal will be "meets goal" or "does not meet goal." The Superintendent shall be the sole determiner of goal achievement.

The Administrator may earn 0.5% merit pay for each goal, up to a maximum of 2.0%, if all four goals are achieved. The 0.5% is based on the Administrator's base salary for the year in which the goal is measured. Payment of merit pay shall be on or before June 30<sup>th</sup>, or as soon thereafter as possible, depending upon payroll processing procedures. Annual merit pay for these two contract years is deemed a one-time stipend each year and will not become part of the annual salary for the following year.

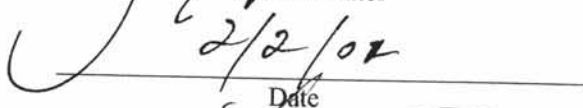
As this form of merit pay is new to the District, the Superintendent and the Administrator may decide during the life of this contract to assess and potentially modify or refined the process by which goals are set and/or defined.

LINDEN COMMUNITY SCHOOLS  
ADMINISTRATIVE STAFF

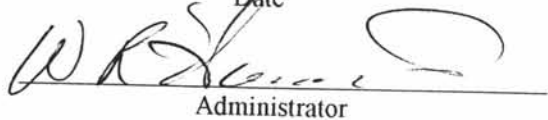
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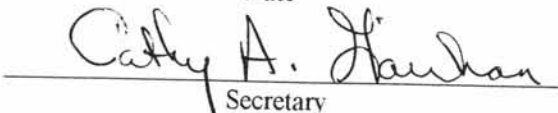
  
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Administrator

  
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President

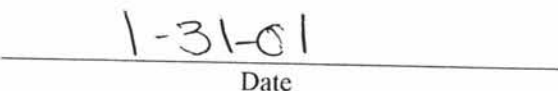
  
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Administrator

  
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Secretary

  
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