

1280

6/30/97

**AGREEMENT**  
**between the**  
**FLUSHING COMMUNITY SCHOOLS**  
**and the**  
**FLUSHING ADMINISTRATORS**  
**ASSOCIATION**  
  
**1995 - 1997**

*Flushing Community Schools*

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**AGREEMENT**

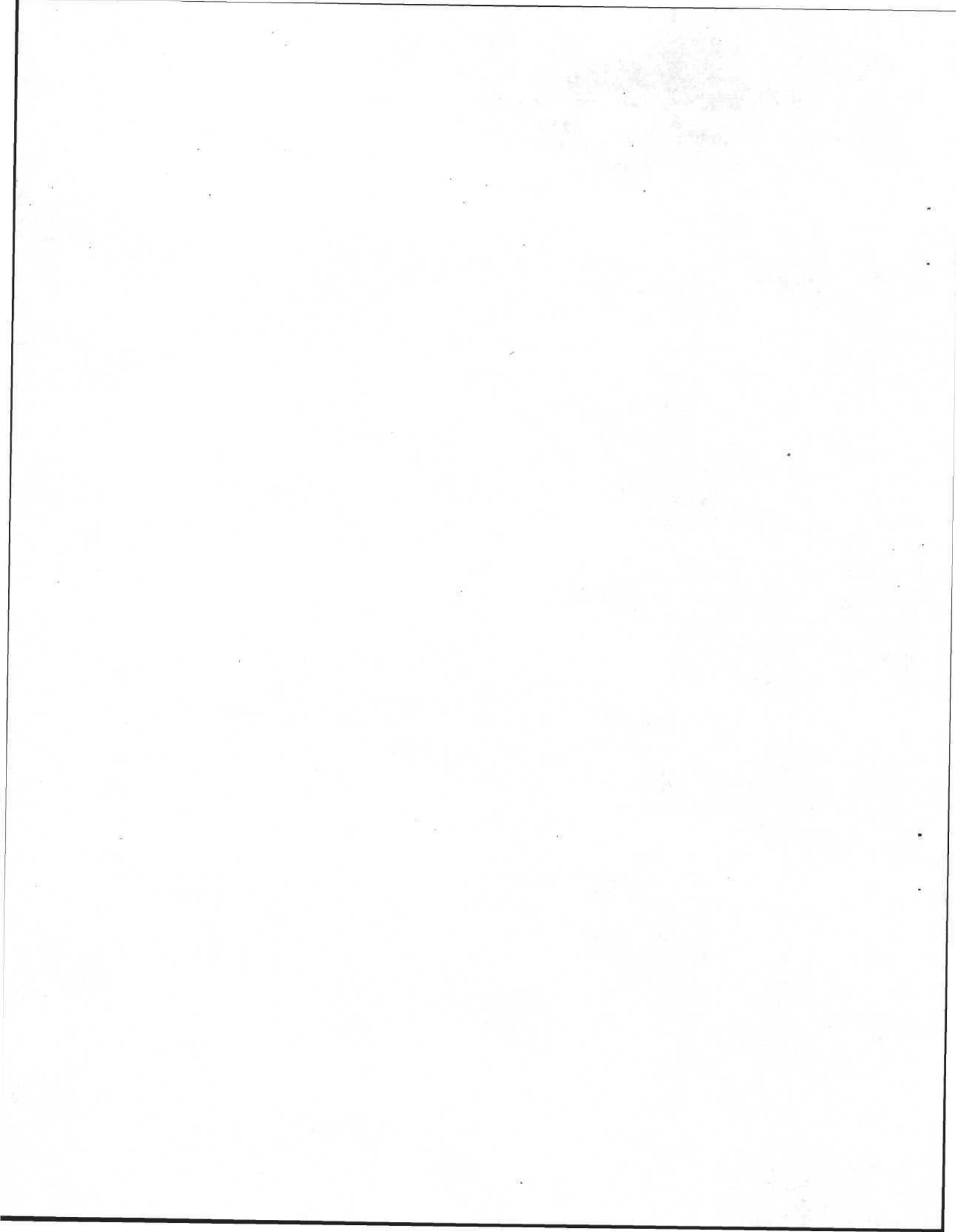
**between the**

**FLUSHING COMMUNITY SCHOOLS**

**and the**

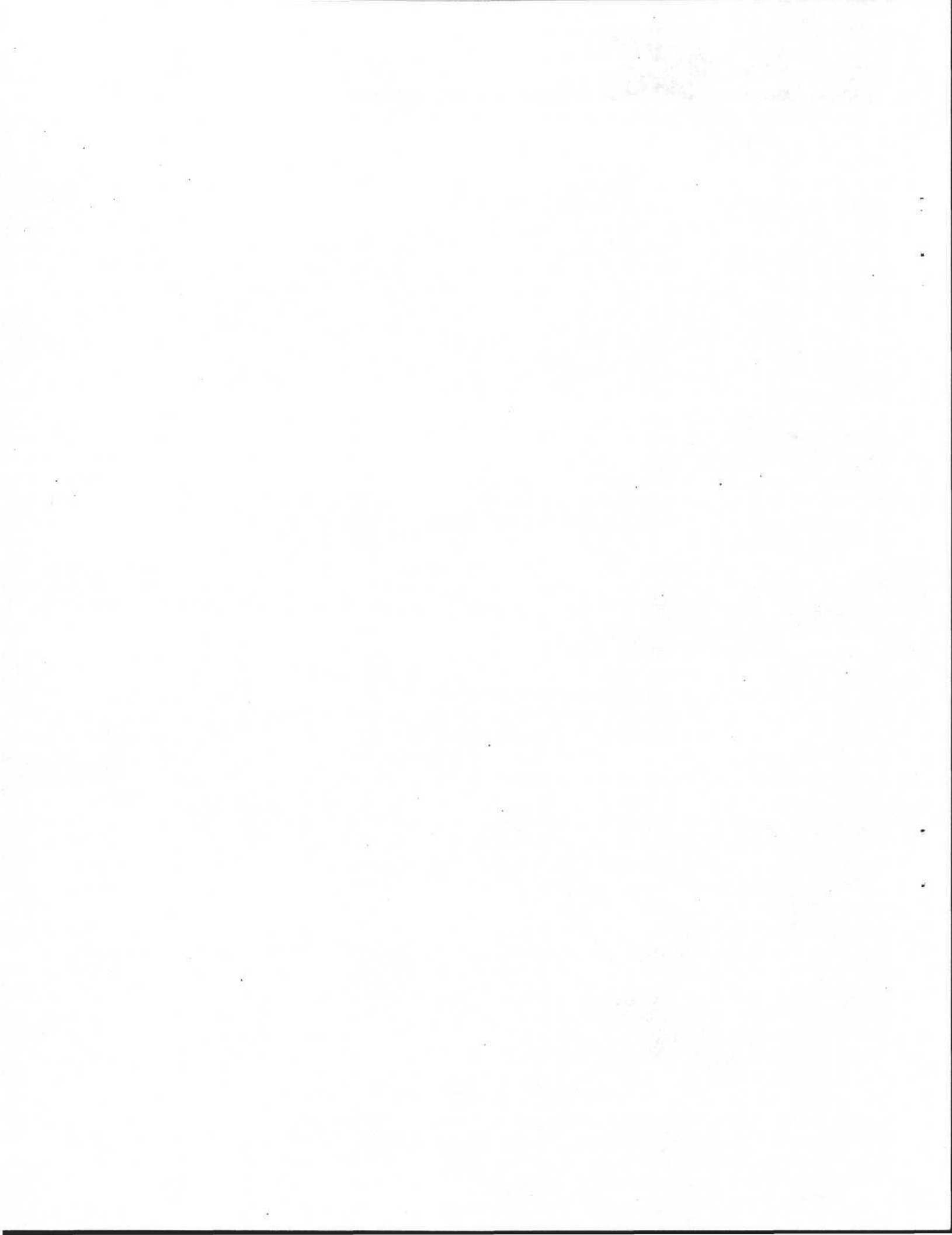
**FLUSHING ADMINISTRATORS' ASSOCIATION**

**1995 - 1997**



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ARTICLE 1

RECOGNITION

The Board hereby recognizes the Flushing Administrators Association as the sole and exclusive bargaining representative for all persons within the unit description as contained in the Employment Relations Commission Case Number R72-J361 to wit:

"All non-executive, supervisory employees of the Flushing Community Schools, including Principals, Assistant Principals, and Directors, but excluding Superintendents, Assistant Superintendents, Teachers and all other employees."

ARTICLE 2

INDIVIDUAL CONTRACTS

The Board shall issue individual written contracts to bargaining unit administrators in conformance with applicable state law. Should any provision of any such individual contract be in conflict with any provision of this Agreement, the provision of this Agreement shall govern.

ARTICLE 3

RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States to manage and direct the Flushing Community Schools provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.
- B. The exercise of the legislative powers, right, 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE 4

### COMPENSATION AND BENEFITS

Salaries and fringe benefits shall be as set forth in the appropriate Appendix attached to this Agreement and made part hereof.

## ARTICLE 5

### WORK YEAR

- A. The normal work year for bargaining unit administrators shall consist of two hundred thirteen and one-half (213.5) work days and sixteen and one-half (16.5) paid holiday and vacation days structured within forty-six (46) Monday-through-Friday weeks. The work year shall normally begin on the fourth Monday preceding Labor Day and extend forty-six (46) consecutive weeks from that day. However, some alteration may be necessary to assure three (3) weeks of work immediately before and two (2) weeks of work immediately following the instructional year for students. The superintendent shall distribute a list of the sixteen and one-half paid holiday and vacation days to bargaining unit members at the beginning of each school year.
- B. To calculate a daily salary rate for additional work days, pay dock, or contract pro-ration, the annual contractual salary rate shall be divided by two hundred thirty (230).
- C. An administrator scheduled by written notice to work more than the specified number of work days indicated in Section A of the ARTICLE, shall be paid the daily rate calculated under Section B of this ARTICLE for each additional day actually worked.
- D. An administrator must be in pay status on the work days immediately before and after a holiday or vacation period to receive pay for the holiday and vacation days within the period.
- E. Some of the two hundred thirteen and one-half (213.5) normal work days indicated in Section A may be scheduled during the summer by a director, provided there is prior written approval by the Superintendent of Schools.
- F. A building administrator may schedule up to three (3) of the two hundred thirteen and one-half (213.5) normal work days indicated in Section A during the summer. Such scheduled days would be a trade for the same number of days off during the school year. These days would be scheduled through the Superintendent's office.



- G. A building administrator may also schedule up to five (5) days when school is not in session as vacation days in trade for the same number of days to be worked during the following summer, provided there is prior written approval by the Superintendent of Schools.

#### ARTICLE 6

##### DISMISSAL, TERMINATION OF CONTRACT, OR NONRENEWAL OF CONTRACT

- A. Dismissal during the term of an individual contract shall be for just cause only. In such a case, salary for time worked under the individual contract shall be pro-rated in accordance with ARTICLE 5, Section B. Such dismissal may be challenged through the grievance procedure.
- B. An individual contract may be reduced to one (1) year and thus terminate on June 30 of its first year as a result of adoption of a Board resolution concerning a need to reduce administrative staff because of declining enrollment and/or overall school district finances.
- C. Any nonrenewal of an individual contract shall be in accordance with the provision of applicable law.

#### ARTICLE 7

##### GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation, misinterpretation or misapplication of any Article or Section of this Agreement. The following procedure shall be used:

STEP ONE: Any grievance must first be taken up within ten (10) school days of its occurrence by discussion with the Administrator's immediate supervisor. The Association may accompany the individual grievant on this occasion. If not resolved and intended to be carried forward, the grievance shall be reduced to writing and given to the immediate supervisor within fifteen (15) school days after the event occurred of which complaint was made.

STEP TWO: During the period of the next eight (8) school days, the grievant and/or the Association shall meet with the immediate supervisor to attempt a resolution of the grievance. During this period, said immediate supervisor shall indicate disposition of the grievance in writing with a copy to the grievant. If the grievance is not resolved and is intended to be carried forward, such must be done within five (5) school days after the conclusion of Step Two.

STEP THREE: During the period of the next eight (8) school days, the grievant and/or the Association shall meet with the Superintendent to attempt a resolution of the grievance. During this period, said Superintendent shall indicate disposition of the grievance in writing with a copy to the grievant. If the grievance is not resolved and is intended to be carried forward, such must be done within five (5) school days after the conclusion of Step Three.

STEP FOUR: The grievance may be transmitted to this Step by filing a written copy with the Secretary of the Board. The Board shall, during the next three (3) calendar weeks, meet in private session (or in public session if required by the Open Meetings Act) with the grievant and/or the Association concerning the grievance. Disposition of the grievance in writing by the Board shall be made within seven (7) calendar days after said meeting and copy furnished to the grievant. If the grievance is not thereby resolved and is intended to be carried forward, notification shall be given as set forth below in Step Five.

STEP FIVE: Within five (5) school days of the conclusion of Step Four, if the grievant or the Association wished to process the matter to arbitration, notification shall be made simultaneously to the Board and to the American Arbitration Association requesting the selection of an impartial arbitrator through the processes of the American Arbitration Association. The expenses of arbitration shall be shared equally by the parties, provided however, each party shall be responsible for the costs of any of its own witnesses or counsel. The arbitrator shall have no authority to alter, modify, add to, detach from or in any way change the specific and expressed terms of this contract or any portions of Board policy or rules incorporated therein. He shall have no authority to make a determination, which in any way shall limit the rights, responsibilities or authority of the Board as determined by law except insofar as this contract shall have specifically limited such authority. He shall specifically be bound to the conditions and specifications as set forth in the Board Rights clause of this contract. Either party may appeal his decision to a court of competent jurisdiction.

## ARTICLE 8

### ADMINISTRATOR EVALUATION

All administrator evaluations will be made in writing. A copy of the evaluation will be provided to the individual Administrator. The Association will be given an opportunity to examine and discuss with the Superintendent, or his designees, any evaluation form which may be used requiring other than narrative comment, provided however, the Board reserves absolutely in its sole discretion, the right to choose the form to be used. All evaluations should take into consideration any adopted job descriptions for the appropriate administrative position. Each

Administrator will have the right to respond in writing to any evaluation, and such response will be added to his personnel file.

#### ARTICLE 9

##### CONFERENCES AND VISITATIONS

Applications may be made by Administrators for leave to attend conferences and to make school visitations, provided however, the Board in its sole discretion may determine whether to grant or deny such application. Further, the Board may, in its discretion, determine the degree to which, if at all, it shall reimburse expenses incurred in regard to such leave. The denial of such application shall not constitute a basis for grievance, nor shall the granting of such application constitute precedent to be applied in any future case.

A representative of the Association shall meet with the Superintendent of Schools, or his designee, to mutually establish the conferences and visitation schedule for administrators for the entire year. This schedule shall be presented for informational purposes to the Board of Education.

#### ARTICLE 10

##### SABBATICAL LEAVE

Any administrator who has been employed in such capacity for longer than seven (7) years in the school district shall be eligible to apply for sabbatical leave. In the event such leave is granted, subsequent assignment or employment of the administrator will not be positively or negatively influenced by virtue of the leave having been granted. The Board in its sole discretion may determine to grant such leave or deny it. The granting of such leave shall not constitute a precedent to be applied in any other case, nor shall the denial constitute a basis for grievance.

An application may be made in writing to the Superintendent on or before March of the school year preceding the school year for which the leave is sought.

The Board may require as a condition of such leave, the Agreement in writing by the Administrator to remain in the employ of the District for a period of not less than two (2) years following his return.

The Board may consider adjustments in salary continuation as specified below in light of other income either available or to be earned or received by the individual Administrator during the period of said leave. Credit for advancement on the salary schedule shall be within the full discretion of the Board

depending upon the consideration and evaluation of the value of the sabbatical in regard to the performance of work duties for the District in the future. During the leave, accumulated sick days shall be frozen, but no additional ones may be accumulated. The Board will continue to make hospitalization, dental, vision and life insurance payments, but no other fringe benefits of any nature will be in effect. Compensation during sabbatical leave shall not be in excess of one-half (1/2) of annual salary for twelve (12) months leave, or one-quarter (1/4) annual salary for six (6) months leave.

#### ARTICLE 11

##### UNPAID LEAVE OF ABSENCE

The Board may grant a leave of absence upon written request of an Administrator, without pay, not to exceed one year (except as otherwise specified and required by law) subject to renewal at the will of the Board. In the event such leave is granted, subsequent assignment or employment of the Administrator will not be positively or negatively influenced by virtue of the leave having been granted. The Board in its sole discretion may determine to grant such leave or deny it. The granting of such leave shall not constitute a precedent to be applied in any other case, nor shall the denial constitute a basis for grievance. There shall be no continuation of any fringe benefits during such leave.

#### ARTICLE 12

##### JOB DESCRIPTIONS

The Association recognizes that the adoption of specific job descriptions is the prerogative of the Board. The job description for a particular position should not be altered without consultation with the individual Administrator or Administrators to be affected by such change at least thirty (30) days prior to effective date. The Board reserves the right within its sole discretion to alter job descriptions to meet the best interest of the District, and such shall not be subject to the grievance procedure.

#### ARTICLE 13

##### ADMINISTRATOR ASSIGNMENTS

A. The Association and the Board recognize that proper administrator placement to attain the most effective total staffing possible is in the best interest of the district and its students. In the determination of assignments, the convenience and wishes of the individual administrator will

be honored to the extent that these considerations do not conflict with the instructional requirements, total administrative needs, and best interests of the school system and the pupils as determined by the Board. An administrator may request that a statement of reasons for his/her assignment be given to him/her. In the event that an administrator objects to the assignment, the Association may, upon request of such administrator, send a representative to meet with the administrator and the Superintendent or his designee to discuss the assignment.

- B. Notice of assignment shall be given to administrators for the following school year as soon as practicable, but not later than May 1st barring any unforeseen circumstances.
- C. If the Board contemplates hiring a new administrator for a position within the bargaining group, any current administrator or former Flushing administrator so desiring shall be interviewed for the assignment along with any other candidates selected for interview.

#### ARTICLE 14

##### DISTRICT-WIDE COMMITTEE ASSIGNMENTS

The Association will be informed whenever district-wide committees are being set up by the Board or the Central Administration, which will include unit personnel as members. The Association may make recommendations for all such committees, but the Superintendent, or his designee, shall have the absolute right, discretion and authority in the making of such assignments.

#### ARTICLE 15

##### RIGHTS OF THE ASSOCIATION

The Association will have reasonable:

1. Use of inter-school mail delivery for all official Association communication, if appropriately signed or approved by an Association officer.
2. Use of building mail boxes for distribution of information to members, if information has been approved by officers of the Association, so long as the district is not a party to a complaint regarding this issue, the Association agrees to hold harmless the district for any legal defense and/or legally imposed costs involved.

3. Use of school copy machines. (Other equipment for essential needs of the Association may be used as the need arises and specific approval is obtained.)
4. Use of building room space for official meetings and conferences, provided such rooms are to be reserved in accordance with established school district procedure, and used according to district policy. Any cost accruing to the District because of the use, must be paid by the Association.

## ARTICLE 16

### ADMINISTRATOR DISCIPLINE

- A. Whenever an administrator is to be formally disciplined verbally for any violation of this Agreement and/or Board policy, directive, or practice and/or Administrative policy, directive, or practice, he/she shall be entitled to have an opportunity to have present a representative of the Association. Action may be immediate or may be taken at a specified time outside the school day as determined by the Superintendent or his designee. Whenever an administrator has been formally disciplined in writing or informally disciplined verbally for any violation of this Agreement and/or Board policy, directive, or practice and/or Administrative policy, directive, or practice, he/she shall be entitled to discuss such in the company of his/her Association representative with the Superintendent or Superintendent's designee issuing the discipline. Such discussion may be immediate or take place at a specified time outside the school day, but within normal business hours to the extent possible.
- B. The Superintendent or Superintendent's designee shall give the administrator an opportunity to receive verbal discipline or to discuss written discipline in a private setting. The Superintendent or Superintendent's designee may require the presence of an Association representative and/or other designees when issuing verbal discipline to an administrator or discussing written discipline with an administrator.
- C. Written discipline shall be initiated as soon as possible but within ten (10) days of the Superintendent's or his designee's knowledge of the incident (or latest incident if a series of incidents is involved) giving rise to the discipline. Verbal discipline shall be initiated as soon as possible but within ten (10) days of the Superintendent's or his designee's knowledge of the incident (or latest incident if a series of incidents is involved) giving rise to the discipline if the administrator is available to receive such discipline.

- D. Information forming the basis for discipline shall be made available to the administrator being disciplined who, in turn, may make such available to the Association.
- E. Any formal discipline, written or verbal, of an administrator for a violation of this Agreement and/or Board policy, directive, or practice and/or Administrative policy, directive, or practice shall be subject to the Grievance Procedures set forth in ARTICLE 7.
- F. An administrator has the right to attach a rebuttal to any written discipline placed in his/her file.

#### ARTICLE 17

##### TENURE

- A. It is recognized that no bargaining unit administrator has any tenure of any administrative nature in the school district.
- B. It is recognized that administrators who have completed probationary requirements under the Michigan Teacher Tenure Act have tenure as teachers in the district.
- C. Any administrator who requests placement, or who is placed, in a teaching position in the district shall become subject to the collective bargaining agreement governing teachers.
- D. It is the understanding of the Board of the Flushing Administrators' Association that any seniority administrators may have as teachers is exclusively governed by the Board's contract with the bargaining agent for the teacher group. It is further understood that the Board's current agreement with Local 10 MEA/NEA (Flushing Unit) continues to grant the accumulation of seniority to those individuals employed as administrators in the district during 1982-83 and that other individuals employed in the future will not accumulate teacher seniority while serving in an administrative capacity. The Board and its Administration would defend this understanding throughout any challenge through the teacher grievance procedure.

#### ARTICLE 18

##### ANNUITY

Beginning July 1, 1995, the district will contribute one hundred forty dollars (\$140.00) per month to an approved annuity plan for each unit administrator. The amount shall be increased to one hundred sixty dollars (\$160.00) per month beginning July 1, 1996.

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1995, and shall continue in effect until the 30th day of June 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Flushing Administrators' Association    Flushing Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiator - Chairman

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Negotiator for Board



## APPENDIX I

### 1995-96 BASE SALARY SCHEDULE (EFFECTIVE JULY 1, 1995)

POSITION	EXPERIENCE STEPS			Step 4 EDUCATION CREDIT	
	Step 1	Step 2	Step 3	MA+15	MA+30
Senior High Principal	64,617	68,060	69,546	75,518	78,136
Junior High Principal	61,428	64,619	68,060	71,792	74,115
Elementary Principal	60,093	63,277	66,594	70,353	72,522
Asst. Senior High Principal	57,289	60,347	63,533	67,053	68,953
Asst. Junior High Principal	56,523	59,298	62,344	65,932	67,710
Director	55,311	58,247	61,155	64,812	66,469
Adm. Asst./Supervisor - 44 weeks	51,605	54,275	56,892	60,463	61,892

### 1996-97 BASE SALARY SCHEDULE (EFFECTIVE JULY 1, 1996)

POSITION	EXPERIENCE STEPS			Step 4 EDUCATION CREDIT	
	Step 1	Step 2	Step 3	MA+15	MA+30
Senior High Principal	66,394	69,932	71,458	77,594	80,285
Junior High Principal	63,117	66,396	69,932	73,766	76,153
Elementary Principal	61,746	65,017	68,425	72,288	74,517
Asst. Senior High Principal	58,864	62,006	65,281	68,897	70,850
Asst. Junior High Principal	58,078	60,929	64,058	67,745	69,572
Director	56,832	59,848	62,837	66,594	68,297
Adm. Asst./Supervisor - 44 weeks	53,024	55,767	58,457	62,126	63,594

Step 1 - First year administrator in Flushing

Step 2 - Second year administrator in Flushing

Step 3 - Third year administrator in Flushing (also more than 3 years and less than MA+15)

Step 4 - More than three years as administrator in Flushing (and indicated advanced hours and/or degree)

- Note:
1. The Board, at its sole discretion, may grant up to two (2) years of outside administrative experience, or one (1) year of administrative experience for teaching in Flushing, when hiring a new administrator.
  
  2. Notwithstanding the work year provision of ARTICLE 5, the work year of the Supervisor of Buildings & Grounds, Maintenance, Pupil Transportation and Food Service shall remain the same as it was in 1992-93 and he shall be paid (without additional salary for additional days) at the Adm. Asst./Supervisor annual rate for his full work year beginning at Step 3 effective July 1, 1993.

APPENDIX II

FRINGE BENEFITS

1. MEBS Blue Cross/Blue Shield Three Star, \$5 NPA Rx (\$50/\$100 Deductible) Health Insurance.
2. Dental insurance with benefit levels at least equal to the benefit levels of the dental insurance in effect during the 1985-87 contract year will continue to be provided by the Board.
3. Long-term disability insurance with 66-2/3% of salary paid beginning with the 91st calendar day of disability to age 70, in accordance with the terms and conditions of the Group Policy. A copy of the Group Insurance Certificate shall be provided to each administrator.
4. Term life insurance equal to the amount in effect for each individual administrator on June 30, 1985 or \$100,000 whichever is greater; term life of \$5,000 for the spouse, and \$2,500 for each dependent child.
5. Twelve (12) sick days annually, three (3) of which may be used for business days. Unlimited sick day accumulation is allowed.
6. The current allowable U.S. Internal Revenue Service rate per mile for all mileage on an administrator's personal car when used for school business.
7. Severance pay equal to \$65 (\$67 in 1996-97) per day for each unused sick day up to seventy (70) such days, and \$67 (\$70 in 1996-97) for each such day over seventy (70).
8. Education credit will be paid during the next pay period following documentation of successful completion of credit on a pro-rated basis.
9. Vision insurance with benefit levels at least equal to the benefit levels of the vision insurance in effect during the 1987-89 contract year will continue to be provided by the Board.
10. Board payment of a maximum of \$100.00 per administrator toward the cost of an annual physical examination, providing the administrator authorizes a report of the examination to be available to the Board of Education. Blue Cross/Blue Shield benefits, if any, will be applied to the total cost with the Board paying the remainder to the \$100.00 maximum.
11. Bereavement leave on the same basis as teachers in the district.

