

6/30/2001

4847

**Agreement**  
**between the**  
**Flushing Community Schools**  
**and the**  
**Flushing Administrators**  
**Association**  
**1999-2001**

*Flushing Community Schools*





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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.

The Director of Buildings & Grounds, Food Service & Transportation shall be on full year (52 week) work schedule with four (4) weeks vacation and twelve (12) paid holidays.

- 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. It is understood that these three (3) days may not be combined with personal business days or holidays to establish an extended absence from work when school is in session.
- 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 prorated 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.

- 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, 1999 the District shall contribute \$237.50 per month (\$2,850 annually) payable in two equal lump sum payments (first payday in July and last payday in December) to an approved annuity plan for each unit administrator.

Beginning July 1, 2000, the amount shall be increased to \$275.00 per month (\$3,300 annually) in two equal lump sum payments as noted above.

NOTE: It is understood that, in the event IRS regulations remove tax sheltered annuity advantages of board paid annuities, the annuity amount will be folded into the salary schedule for the next contract.

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1999, and shall continue in effect until the 30th day of June 2001. 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

## 1999-2000 BASE SALARY SCHEDULE (BEGINNING JULY 1, 1999)

Position	Experience Steps			Step 4 Education Credit	
	Step 1	Step 2	Step 3	MA+15	MA+30
Senior High Principal	71,918	75,750	77,404	84,050	86,965
Junior High Principal	68,369	71,920	75,750	79,904	82,490
Elementary Principal	66,883	70,426	74,119	78,303	80,716
Asst. Senior High Principal	63,762	67,165	70,713	74,629	76,745
Asst. Junior High Principal or Director	62,911	65,998	69,388	73,381	75,361

## 2000-2001 BASE SALARY SCHEDULE (BEGINNING JULY 1, 2000)

Position	Experience Steps			Step 4 Education Credit	
	Step 1	Step 2	Step 3	MA+15	MA+30
Senior High Principal	73,896	77,833	79,533	86,361	89,357
Junior High Principal	70,249	73,898	77,833	82,101	84,758
Elementary Principal	68,722	72,363	76,157	80,456	82,936
Asst. Senior High Principal	65,515	69,012	72,658	76,681	78,855
Asst. Junior High Principal or Director	64,641	67,813	71,296	75,399	77,433

- 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:** 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.

## APPENDIX II

### FRINGE BENEFITS

1. SET-SEG (Ultra-Med Plus) Health Insurance: (\$50/\$100 Deductible, \$5 Rx).
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 of \$150,000 (\$200,000 in 2000-2001); 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 \$78.00 (\$81.00 in 2000-2001) per day for each unused sick day at termination.
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. Note: Frame benefit increased to sixty-five dollars (\$65.00) effective July 1, 1999.
10. Board payment of a maximum of \$100.00 per administrator toward the cost of annual physical examination, providing the administrator authorizes a report of the examination to be available to the Board of Education. Health Insurance 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.

12. Administrators not electing insurance benefits shall have the following salary options (in lieu of):

	<u>1999-2000</u>	<u>2000-2001</u>
Health Insurance	\$185.00 per month	\$200.00 per month
Dental Insurance	\$ 25.00 per month	\$ 30.00 per month
Vision Insurance	\$ 10.00 per month	\$ 15.00 per month

13. District will pay ninety percent (90%) of state/national annual membership dues for each administrator's preferred professional education organization. (Maximum benefit: five hundred dollars (\$500.00) per year.) Further, the district will also pay ninety percent (90%) of annual membership dues and fees for each administrator's approved membership in a local civic/community service club or organization.



FLUSHING COMMUNITY SCHOOLS  
Flushing, Michigan

ADMINISTRATIVE CONTRACT

This contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999 between the Board of Education of Flushing Community Schools, County of Genesee, State of Michigan, hereinafter called "the Board" and \_\_\_\_\_ hereinafter called the "Administrator".

1. The Board hereby appoints and employs the Administrator as an administrative employee of Flushing Community Schools for a term of two (2) years commencing July 1, 1999, and ending June 30, 2001.
2. The Administrator agrees to perform such duties as are assigned by the Board and the Superintendent of Schools or his designee and to abide by the policies, by-laws, rules, and regulations of the Board and the directives, rules, and regulations of the Superintendent of Schools or his designee during the term of this contract.
3. The Administrator's salary, fringe benefits, and work year for the term of this contract are set forth in the Master Contract Agreement between the Board and the Flushing Administrators' Association to which a sample form of this contract is attached and is a part thereof.
4. The Administrator accepts employment under the terms stated in this contract and represents full qualifications to legally act as an administrative employee of a school district under the laws of the State of Michigan.
5. It is understood and agreed that the Administrator is not granted administrative tenure of any sort by virtue of this contract, or otherwise, with Flushing Community Schools.
6. This contract may be terminated at any time during its term by mutual agreement of the Board and the Administrator or by action of the Board within the terms of the Master Contract Agreement between the Board and the Flushing Administrators' Association.
7. The provisions of this individual contract are subordinate to the provisions of the Master Contract Agreement between the Board and the Flushing Administrators' Association.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
For the Board of Education  
Flushing Community Schools







