

Professional Agreement  
Between the

Linden Community Schools  
Administrators

and

Linden Community Schools  
Board of Education

July 1, 2003—June 30, 2006

Revised 06/13/05

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**Administrative Agreement  
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**Administrative Agreement**  
(Revised 6/13/05)

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/High School Assistant Principal, Special Education Director, Food Services Director and Community Education Director. This agreement shall not have application to those employed on an interim 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 non-renewal 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. Notice of reassignment shall be given to administrators for the following school year as soon as practicable but no later than May 1st, barring any unforeseen circumstances.

Administrators reassigned after May 1st to a position compensated at a lesser rate of pay than their current position will receive their current rate of pay for the following school year only.

- 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 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. Professional dues will be paid

by the Board for professional organizations approved by the Superintendent up to \$500 per administrator per school year.

- 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 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--GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific Section of this Agreement.

The primary purpose of the following procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

Prior to level one of the grievance procedure, there should be an informal discussion of the issue or concern with the Superintendent or his/her designated representative within ten (10) school days of the event leading to the occurrence or knowledge of the incident. The purpose of the discussion is to attempt to resolve the problem as simply as possible. Included in this informal discussion will be the section(s) claimed to have been violated and a statement of the facts giving rise to the claims. The Association may accompany the individual grievant on this occasion.

#### LEVEL ONE

In the event the problem is not satisfactorily resolved and the grievance is intended to be carried forward, the grievance shall be submitted in writing to the Superintendent within twenty (20) school days after the occurrence of the event upon which the grievance is based. During the period of the next ten (10) school days, the grievant and/or the Association shall meet with the Superintendent to attempt a resolution to the grievance. A written response

shall be returned to the Association and a copy to the grievant, within five (5) school days of said meeting.

#### LEVEL TWO

In the event, the grievance is not satisfactorily resolved at Level One, notice of intend to proceed to Level Two shall be given to the Board of Education by submitting said notice to the Secretary of the Board, within ten (10) school days of receipt of the written decision at Level One. A grievance hearing shall be held before at least 2 (two) members of the Board within fifteen (15) calendar days of receipt of notification that the grievance is being pursued. A written response shall be returned to the Association and a copy to the grievant, within ten (10) school days of said meeting.

#### LEVEL THREE

If the decision of the Board is not satisfactory to the grievant or the Association, the grievance may be submitted to Arbitration within thirty (30) calendar days of the receipt of the written decision at Level Two. Said letter of intent to proceed 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 Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. 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.

The fees and expenses only of the arbitrator under this Section shall be shared equally by the parties. Each party shall be responsible for the costs of any of its own witnesses or counsel.

### 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 Districts 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 2003-2004 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

The Community Education Director will receive four (4) weeks vacation.

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

The salaries of the employees covered by this contract for fiscal years 2004-2005 and 2005-2006 will be according to a step salary schedule. The specifics of that agreement will be negotiated prior to July 1, 2004.

- 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 the Superintendent requests in writing that administrators attend meetings or events outside of their regular job responsibilities, they 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.
- E. The District will make a cash payment of \$3,400.00 to each bargaining unit member by June 30. All regular withholding will apply to the district and the individual. The payment will be made in a separate check. For this and all future years, additional compensation described in Section 6(E) of the Collective Agreement is deemed a stipend and will not become part of the annual salary for the following year.

#### 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. These plans include \$5/10 co-pay, \$100/200 deductible.

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.

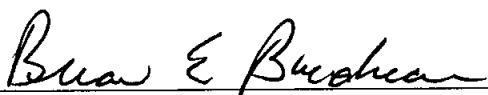
- E. Life insurance coverage shall be two times the base salary with \$100,000 being minimum.
- F. Administrators, and their eligible dependents enrolled in the district health insurance plan, will be covered up to one year if the administrator is on active military duty.

SECTION 8--DURATION

The term of this agreement shall commence July 1, 2003 and expire June 30, 2006.

LINDEN COMMUNITY SCHOOLS  
ADMINISTRATIVE STAFF

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



Administrator

2-19-04

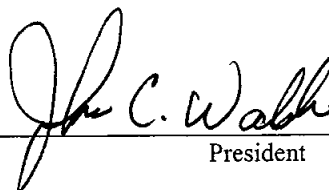
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Administrator

2/19/04

Date



President

2-25-04

Date



Secretary

2-25-04

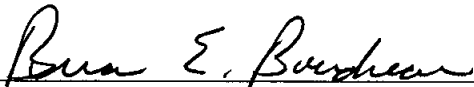
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LETTER OF UNDERSTANDING  
ADMINISTRATIVE SICK LEAVE

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

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



Administrator

2-19-04

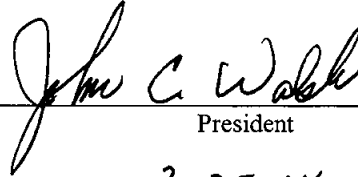
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Administrator

2/19/04

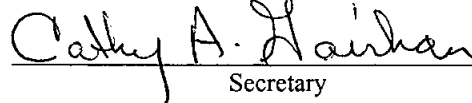
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President

2-25-04

Date



Secretary

2-25-04

Date

LETTER OF UNDERSTANDING  
ADMINISTRATIVE MERIT PAY

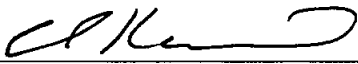
For the 2003-2004 school year, the Administrator will submit to the Superintendent for her review by July 1, a maximum of four (4) goals for the Administrator to accomplish in that school year. The goals submitted by the Administrator must be clearly defined and measurable.

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.

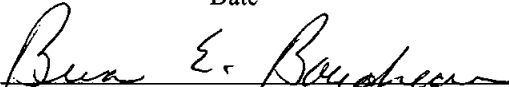
The Administrator may earn 0.5% merit pay for each goal, up to a maximum of 2.0%, if all four goals are achieved. The 0.5% is based on the Administrator's base salary for the year in which the goal is measured. Payment of merit pay shall be on or before June 30<sup>th</sup>, or as soon thereafter as possible, depending upon payroll processing procedures. Annual merit pay for the 2003-2004 contract year is deemed a one-time stipend each year and will not become part of the annual salary for the following year.

The merit pay process will be reviewed by the Superintendent and the Administrators during the 2003-2004 school year and will be subject to negotiations thereafter.

LINDEN COMMUNITY SCHOOLS  
ADMINISTRATIVE STAFF

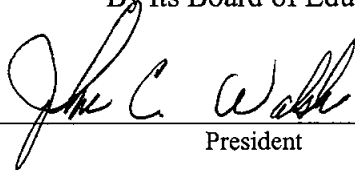
  
\_\_\_\_\_  
Administrator

2/19/04  
\_\_\_\_\_  
Date

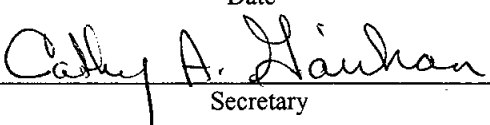
  
\_\_\_\_\_  
Administrator

2-19-04  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
President

2-25-04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary

2-25-04  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING  
2003-2004 Payment of Additional Compensation

This letter of understanding is between the Linden Community School District and the Linden Community Schools Administrators as defined by Section one (1), paragraph one (1) of the collective agreement regarding the payment of the \$3400 additional compensation described in Section six, E:

It is understood that the following agreement does not set a precedent and that both parties agree to discuss contract language for the 2006 and beyond contract that will more clearly define the terms of this benefit. The following terms apply to this agreement.

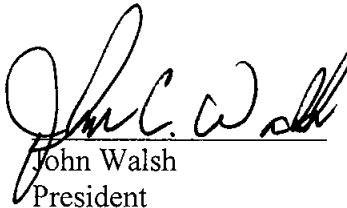
- The district will make a cash payment of \$3400 to each bargaining unit member by June 30, 2004. All regular withholding will apply to the district and the individual. This payment will be made in a separate check.
- The district agrees to make a Flexible Spending Account available for administrative enrollment beginning with the 2004-2005 school year that will allow Section six (6), E compensation to be used for the purposes named in the bargained agreement.
- For this and all future years, additional compensation described in Section six (6), E of the collective agreement is deemed a stipend and will not become part of the annual salary for the following year.

*The signatures below acknowledge agreement of the above conditions.*

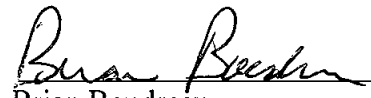
LINDEN COMMUNITY SCHOOL  
DISTRICT IN THE COUNTIES OF  
GENESEE AND LIVINGSTON

LINDEN COMMUNITY SCHOOLS  
ADMINISTRATIVE STAFF

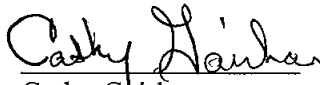
By its Board of Education

  
John Walsh  
President


5-14-04  
DATE

  
Brian Boudreau  
Administrator

5-13-04  
DATE

  
Cathy Garhan  
Secretary

5-14-04  
DATE

  
Ed Koledo  
Administrator

5/13/04  
DATE

Tentative Agreement Between  
Linden Administrators Group and Linden Board of Education  
June 13, 2005

1. Terms of this agreement apply to the wage / language re-opener approved in the three year agreement between the Linden Board of Education and the Linden Administrators Bargaining Group for the term of 7/1/2003 – 6/30/2006.
2. Approved a wage increase for the 2004-2005 school year. This is a 1% salary increase from the 2003 – 2004 school year, retroactive to July 1, 2004.
3. Approved the attached salary step scale.
4. Approved all members of the Administrators Bargaining Group will change to MESSA Choices II insurance package beginning with the 2005-2006 school year.
5. Agreed to the following language changes;

**Section 6,**

Paragraph A (page 6)

Add to work days for year column for Community Education Director 52 weeks with 4 weeks vacation.

**Section 6**

Paragraph E, Replace current language with the following;

“The district will make a cash payment of \$3400 to each bargaining unit member by June 30. All regular withholding will apply to the district and the individual. The payment will be made in a separate check. For this and all future years, additional compensation described in Section six (6) E of the collective agreement is deemed a stipend and will not become part of the annual salary for the following year”.

6. Agreed to negotiate salary for the 2005-2006 school year. All other terms of the current agreement not specifically noted above remain as is.

*Walter J. ...*  
6-13-05

*Brian E. ...*  
6-13-05

*...*  
6/13/05

**ADMINISTRATIVE SALARY SCALE**

**\*using current salary figures**

	8%		4%			
	Step 1	1%	Step 2	1%	Step 3	1%
HS Principal	\$83,632.00	\$84,468.32	\$87,268.00	\$88,140.68	\$90,904.00	\$91,813.04
MS Principal	\$81,190.00	\$82,001.90	\$84,720.00	\$85,567.20	\$88,250.00	\$89,132.50
EL Principal	\$78,381.00	\$79,164.81	\$81,789.00	\$82,606.89	\$85,197.00	\$86,048.97
AP HS	\$75,085.00	\$75,835.85	\$78,350.00	\$79,133.50	\$81,614.00	\$82,430.14
AP MS	\$70,811.00	\$71,519.11	\$73,890.00	\$74,628.90	\$76,969.00	\$77,738.69
AD/AP **	\$68,762.00	\$69,449.62	\$71,752.00	\$72,469.52	\$74,742.00	\$75,489.42
SE Director	\$79,871.00	\$80,669.71	\$83,343.00	\$84,176.43	\$86,816.00	\$87,684.16
Comm. Ed	\$39,679.00	\$40,075.79	\$41,404.00	\$41,818.04	\$43,129.00	\$43,560.29
Food Serv.	\$45,714.00	\$46,171.14	\$47,701.00	\$48,178.01	\$49,689.00	\$50,185.89

**EXPERIENCE STEPS**

- Step 1 First year administrator in Linden Community Schools**
- Step 2 Second year administrator in Linden Community Schools**
- Step 3 Third year administrator or more in Linden**

**NOTE:** The Superintendent may recommend that the Board grant up to two(2) years of outside administrative experience, or one(1) year of administrative experience for teaching/working in linden, when hiring a new administrator.



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L I N D E N   C O M M U N I T Y   S C H O O L S

7 2 0 5   W .   S I L V E R   L A K E   R O A D

L I N D E N ,   M I C H I G A N   4 8 4 5 1

M E M O R A N D U M

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**DATE:** April 5, 2007  
**TO:** Jim Eppler, Payroll  
**FROM:** Elizabeth Leonard, Superintendent  
**RE:** Administrative Assistants' Agreement

At a special meeting, April 4, 2007, the Linden Board of Education passed the following resolution:

"Moved by Wright, supported by Porter to ratify the tentative agreement with the administrative assistants (new title with agreement) changing health insurance to MESSA Choices II and a 2% wage increase for all classification levels for 2006-07. For 2007-08, the assistants will receive a 2% wage increase; hours of work will be 8 hours per day with ½ hour unpaid lunch for 225 days and overtime, as needed with approval; 2006-07 earned vacation will be paid out by a lump sum or convert to sick time; one (1) year unpaid leave of absence; MESSA Choices II health insurance with cash in lieu per month increased to \$175.00 and the removal of Article 10 C; longevity will increase - 10 years-\$300.00, 15 years-\$500.00, 20 years-\$750.00, 25 years-\$1,000.00; professional development will increase by \$150.00; one additional personal day; Attendance Assistant hours to increase to 5.5 hours per day for 225 days with start date the first day for students and beginning in the 2007-08 year will cover high school office in June and July; the high school assistant-Class II will cover the office three (4) hour days for July only and be paid at current rate; and an additional 300 hours for 2007-08 to be used for any additional help need throughout the year with terms set forth in the tentative agreement.

All yea votes. Motion carried 5-0."

Please take appropriate action.

emj

**Tentative Agreement**

**for**

**Linden Community Schools Administrators**

**October 16, 2006**

2005-06 Wage Re-opener

2% salary increase (retroactive)

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2006-07 Administrators' Contract

2% salary increase

Merit Pay – eliminated (2% in 2005-06)

\$3,400 annuity – continues

\$1,500 base pay increase for MS Asst. Principal, which agrees to the following additional duties:

- The collection and housing of MS physicals and emergency forms; which will be forwarded to the AD secretary at the end of the year.
- The collection and record keeping for MS pay-to-participate monies. The AD secretary will be sent a list of fee payments and collected monies for deposit.
- MS administrators will assume supervision responsibility for home games/meets; notifying the AD of issues and concerns that arise which need his specific attention.

*William E. Bandeen* 10-16-06

*JK* 10-16-06

*Ben E. Bandeen* 10-19-06