



Flint Community Schools

MASTER CONTRACT

between the

Board of Education of the

City of Flint, Michigan

and the

Congress of Flint

School Administrators

July 1, 2012 through June 30, 2015

**AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
CONGRESS OF FLINT SCHOOL ADMINISTRATORS
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AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
CONGRESS OF FLINT SCHOOL ADMINISTRATORS

THIS AGREEMENT entered into this 5th day of December, 2012, by and between the **BOARD OF EDUCATION OF THE CITY OF FLINT**, hereinafter called the "Board," and the **CONGRESS OF FLINT SCHOOL ADMINISTRATORS**, hereinafter called the "Congress",

WITNESSETH:

WHEREAS, the Board and the Congress recognize and declare that providing a quality education for the children of the School District of the City of Flint is their mutual aim, and

WHEREAS, the Board and the Congress recognize that their mutual obligation to students, fellow professionals, community and other staff members requires the highest caliber of moral, legal, ethical and professional conduct, and

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended from time to time, to bargain in good faith with respect to hours, wages, terms and conditions of employment of Board personnel being fully described in Article 1 hereof, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Congress as the exclusive bargaining representative for all employees, excluding all exempt personnel, as set forth by the Michigan Employment Relations Commission in the Consent Agreement of November 16, 1978, Case No. R78 F-344, and the certification of representative of February 17, 1981, Case No. R79 E-282.

B. Definitions

The terms "Board" and "Congress" shall include authorized officers, representatives and agents. Despite reference herein, the "Board" and "Congress" as such, each reserves the right to act hereunder by committee, or designated representative.

Any reference to employee gender in this master agreement shall be construed and applied on a gender neutral basis.

The term "employee" shall, unless indicated otherwise, refer to those employees represented by the Congress.

The term "day(s)," when used in this contract, unless expressly designated otherwise, shall mean week days excluding observed holidays.

C. Equal Employment Opportunity/ Non-Discrimination

The Flint Board of Education, as an Equal Opportunity Employer, and the Congress agree to comply with federal and state laws prohibiting discrimination.

ARTICLE 2

RIGHTS OF EMPLOYEES AND THE CONGRESS

- A. The Congress and its representatives shall have the right to use Board of Education buildings at hours when the buildings are open and not previously scheduled for other use, and the use shall be without charge if used for business meetings. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations.
- B. The Congress shall have access to and the use of existing inter-school mail (including electronic mail) services without costs for work-related purposes. All information and material which is intended to be distributed on a district-wide basis to the membership via school mail services will be identified with the organization's and/or the author's name. A copy of such information or material will be sent to the Human Resources/Legal Affairs Office.
- C. Duly authorized representatives of the Congress shall be permitted to transact official Congress business at reasonable times provided that this shall not interfere with nor interrupt normal school operations and prior approval is granted by the Superintendent or his/her designee.
- D. Employees will not be required to function outside the normal scope of their job duties, except in emergency situations.
- E. The Board agrees to provide in the form in which it is available in the records of the district, upon written request of duly designated Congress representatives, all financial and nonconfidential personnel information excluding, however, any and all information or data which may be determined to be nonaccessible by any statute, administrative agency, or judicial body.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, or membership in or association with the activities of any employee organization, or any other basis prohibited by federal or state law. No employee shall be required to hold membership in any organization or to contribute directly or indirectly to any political party or any other organizations or any agents or individual as a condition of employment or continuation of employment. Nor shall any employee be prejudiced in his or her employment because he or she has joined

or failed to join any lodge, religious group, employees' association, union or other lawful organization.

- G. Employees will, with the approval of the Superintendent or his/her designee, be allowed to attend professional conferences during working hours without loss of pay.
- H. In each school year during the term of this contract, twenty (20) days shall be provided to Congress elected officers or committee chairpersons for the purpose of attending local, state or national meetings. Said days shall not be used in adversary legal proceedings against the Board, such as arbitration, court suits or similar proceedings. There shall be no deduction from salaries for days used under this provision.
- I. To encourage the harmonious and expeditious resolution of citizens' complaints, such complaint which is to become a matter of record, regarding an employee or a program and/or a person said employee directly supervises, shall be first discussed fully by the citizen with the affected employee, prior to any action being taken on the matter.

If satisfactory resolution is not achieved, the complaining citizen will be referred to the Superintendent or his/her designee. The Superintendent or his/her designee will consult with the affected employee before further action is taken with respect to the matter.
- J. Each employee shall be granted an individual contract, the terms of which shall be consistent with the Master Contract. Such individual contracts will expressly deny administrative tenure in any bargaining unit position.
- K. The Board recognizes its obligation to provide safe working conditions for employees.

ARTICLE 3

BOARD RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights are:
 - 1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.
 - 2. To hire all employees and, subject to the provisions of this contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, to promote and transfer all such employees.
 - 3. To establish, implement, and maintain personnel and other polices, including affirmative action and other workforce diversity initiatives, that are not in conflict with this Agreement or applicable federal and state laws.

4. To establish grade levels, means and methods of instruction, selection of instructional materials, and employee assignments, including those employees who may be under the supervision of members of this bargaining unit.
5. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance.
6. To adopt rules and regulations.
7. To determine the qualifications of employees, including physical conditions.
8. To initiate and carry out the means of obtaining financial support for the school district.
9. The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this Master Agreement. In the instance of a change of past practice or working conditions relating to noneconomic factors in effect as of December 1, 1978, the Board will consult with Congress representatives regarding the change or modification at least one week prior to final implementation. If the official protest is denied, the Board will provide a written response as to the reasons for the denial within five (5) days.
10. The Board shall determine all methods and means to carry on the operation of the schools, including automation.

The Board shall not be arbitrary, capricious or discriminatory in the conduct of its rights under this Article.

ARTICLE 4

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All employees shall, as a condition of continued employment with the Board:
 1. Maintain membership in the Congress, or
 2. Pay a service fee equal in amount to the cost of collective bargaining, contract administration and grievance adjustments. Said amount shall be verified and submitted in writing to the Business Office of the Board.
- B. Any employee now employed by the Board or hereinafter employed by the Board who shall be, or become an employee, shall, within sixty (60) days from the date of execution of the Agreement, or within sixty (60) days after the date of the indemnity hereinafter mentioned is received and approved by the Board, or within sixty (60) days of his/her employment, whichever event is later in point of time, make application to the Congress for membership, or pay a service fee as provided for in provision A(2) of this Article.

- C. Any employee may sign and deliver to the Board an assignment authorizing the deduction of said membership dues or service fees. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between August 1 and September 14 of any subsequent year.
- D. Upon presentation of the assignment to the Business Office of the Board, deductions shall be made for dues or service fees in ten (10) equal installments beginning in September and continuing through June, except that:
1. Deductions for employees employed after September 15 of any school year shall be based on the employment date. If such employee begins work on or before the 15th of the month, the employee will have that month's dues deducted. Such employees beginning after the 15th of the month shall be exempt from that month's deduction.
 2. Any dues or fees erroneously deducted by the Board and transmitted to the Congress shall be refunded to the Board.
 3. If an employee after all other authorized or mandatory deductions or garnishments, shall not have sufficient funds due him/her to provide for the payment of said dues or service fees, no sums shall be deducted, and the Congress shall assume the duty of direct collection from the employee. The Congress shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- E. If an employee fails to pay the membership dues or service fees, the Board shall, as of the end of the month in which said failure occurs, deduct the specified service fees from the employee's salary and remit the same to the Congress. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article shall, upon notice from the Congress, constitute reasonable and just cause for payroll deduction of service fees.
1. The procedure in all cases of payroll deduction of service fees for violation of this Article shall be as follows:
 - a. The Congress shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for payroll deduction of service fees will be filed with the Board if compliance is not effected.
 - b. If the employee fails to comply, the Congress shall file charges in writing with the Board, and shall request payroll deduction of service fees. Payroll deduction of service fees shall be in one lump sum. A copy of the notice of noncompliance and proof of service thereof shall be attached to said notice.
- F. This Article shall not become operative until the Congress executes and delivers to the Board an agreement under which the Congress agrees to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs and expenses

of whatsoever kind and nature (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article, and the defense of actions taken against the Board before any court or administrative agency.

- G. Should payroll deduction of service fees as provided in Section E be found contrary to law by an administrative tribunal or court of competent jurisdiction, Section E from the 1978-80 Master Contract shall be deemed in effect and the parties shall meet to discuss its implementation.
- H. The Board of Education shall furnish the Congress with the name and address of any newly hired employee whose position is included in the bargaining unit within two (2) weeks from the date of employment. The Congress, upon request, shall from time to time promptly deliver to the Board an alphabetical list of all members of the Congress in good standing. The Human Resources/Legal Affairs Office shall provide each newly hired employee a copy of the Master Contract.
- I. The Congress shall furnish the Board a directive as to the proper allocation of the dues and service fees. With respect to all sums deducted by the Board, whether for membership dues or service fees, the Board agrees, within fifteen (15) days after the end of the month in which deductions are made, to remit said deductions to the Congress accompanied by the alphabetical list of employees for whom such deductions have been made.

ARTICLE 5

SICK AND EMERGENCY LEAVE

- A. Sick and emergency leave shall be credited annually to each employee on the first day of his/her employment year as follows:
 - 1. Ten (10) days for employees on contracts up to 207 days;
 - 2. Eleven (11) days for employees on contracts of 208-232 days;
 - 3. Twelve (12) days for employees on contracts of 233 days or more.
- B. If the service of any employee is interrupted by reason of discharge, termination, suspension or leave, and said employee has utilized more sick leave days than have been accumulated on a pro rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the employee at the time of interruption.
- C. The total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.
 - 1. No employee shall forfeit accumulated leave days during approved leaves of absence.

2. No employee shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article 6. Sick leave accumulated prior to a leave of absence shall be credited upon return.
3. All accumulated leaves shall automatically terminate on the date that an employee's resignation, accepted by the Board, becomes effective.

D. Annual and accumulated leave days shall be used either for personal illness or emergencies, as defined below; provided an employee shall not be eligible to use such days while on a leave of absence under Article 6, except that for purposes of this Article, pregnancy-related disability shall be treated the same under this Contract as any other illnesses and/or disability. All employees other than first year employees shall be credited with and use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided:

1. The employee notifies the Human Resources/Legal Affairs Office that he/she will be unable to report because of personal illness or death or serious illness in his/her immediate family, and
2. Immediately upon reporting for work the employee complies with all of the requirements of this Article.

E. Upon an employee's return to work after an illness or disability of not more than five (5) days duration, or for a employee to receive a paycheck after an illness or disability of more than five (5) days duration, a medical statement shall be submitted from a doctor certifying that the employee capable of returning to work, or continues to be ill or disabled.

After an illness or disability of fifteen (15) days or more, or in any instance where the Board has reason to believe that sick days are being misused, the Board may require the employee to present a Doctor's Verification of Illness or Disability Form. It is understood that prior to the Board's requiring an employee to present a Doctor's Verification of Illness or Disability Form for the reason of allegedly abusing sick days, the employee will have been counseled in regard to sick day usage by his/her immediate supervisor.

In an instance where an employee is absent more than fifteen (15) consecutive days, or in any instance where, in the judgment of the Board, an employee's health is such that he/she should not report to work, the Board reserves the right to have the employee examined by a doctor selected by the Board. The cost of such examination shall be borne by the Board.

In the event the results of this examination are disputed by the employee's doctor, a third examination will be done by a doctor mutually agreed upon by the Board and the Congress, and all parties agree to accept the results of such examination. The cost of such examination shall also be borne by the Board.

All medical information will be treated with the utmost confidentiality and shall not be read nor reviewed by personnel other than appropriate employee without the employee's permission.

F. Emergencies for which leave may be used are as follows:

1. Absence due to the death of a member of the immediate family shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, stepparents, brother, sister, son, daughter, stepchildren, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
2. Absence due to quarantine or serious illness of any person listed in paragraph F(1) above shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days.
3. When serious illness of a member of the family is immediately followed by death, the leaves provided in paragraphs F(1) and F(2) may be extended upon written recommendation of the immediate supervisor; provided the total thereof shall not exceed eight (8) working days.
4. Paid emergency leave days in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee when circumstances deem it necessary.
5. Death leave for persons other than listed in paragraph F(1) above if the employee indicated the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiancé, etc.
6. In addition to the above, the Sick and Emergency Leave Committee may grant emergency leaves not to exceed two (2) days for reasons not enumerated herein. The Sick and Emergency Leave Committee shall require reasonable evidence of the existence of such emergency.

If the leave is granted, it will be deducted from accumulated Sick and Emergency Leave.

- G. An emergency leave form shall be completed by the employee and submitted to the employee's immediate supervisor immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.
- H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee.
- I. Any employee who is absent because of injury or disease, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Worker's Compensation Law and his/her regular salary.

J. The Board shall provide every employee within 45 days after the beginning of school in the fall an accounting of their sick days accumulated. Such accounting shall not be binding upon the employee or the Board.

K. A Sick Bank shall be administered by the Sick and Emergency Leave Committee.

The rules, regulations and administrative procedures are set forth in Appendix A.

L. An employee shall not be prohibited from returning to work because the employee is in a cast, on crutches, or using other similar support mechanisms, provided the employee's doctor will certify to the employee's ability to return to work, and provided further the employee can perform the essential duties of his/her assignment.

ARTICLE 6

LEAVES OF ABSENCE

A. Extended Illness

Any employee whose personal illness or disability extends beyond the period compensated under Article 5, Sick and Emergency Leave, shall be granted a leave of absence without pay for the duration of such illness or disability, but not to exceed two (2) years. Unrequested leaves of absence for physical or mental disability shall be governed by the Michigan Tenure of Teachers Act.

B. Paid Personal Business Leave

1. Two (2) days of paid personal business leave per fiscal year shall be granted annually to all full-time employees in a regularly assigned position. Paid personal business days shall not be taken on the March Human Relations Day. The annual unused paid personal business leave shall accumulate as sick and emergency leave.

2. Paid personal business leave days are provided for legitimate business, professional, and family obligations an employee regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all-inclusive, are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the members of his/her immediate family, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance.

3. Application for paid personal business leave shall, except as hereinafter stipulated, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix D. Such requests made outside the terms of Appendix D but within the spirit of this Article may be granted upon approval of the appropriate division head. Employees taking personal business leave days, except as stipulated above, shall be subject to discipline.

C. Religious Holiday Leave

Nonworking and personal business days will be granted for the purpose of religious holiday leave. Except as otherwise required by law, three (3) days leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays.

D. Jury Duty and Court Service

1. When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board of Education will reimburse the employee for the difference between his/her regular pay and the amount he/she received for court services. It is the responsibility of the employee to collect for his/her court services.
2. When an employee is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees resulting from court service shall be paid to the Board.

E. Family/Medical Leave

The Board will grant up to twelve (12) weeks of family/medical leave in accordance with applicable terms and provisions of the U.S. Family and Medical Leave Act of 1993, subject to the following:

1. Any employee on a leave under FMLA shall accumulate seniority, but shall not accrue employee benefits during the period of the leave; provided, however, that employees on a FMLA leave may elect to be simultaneously placed on any other appropriate leave of absence under the collective bargaining agreement, and will be entitled to accrue employment benefits as prescribed by the collective bargaining agreement.
2. Employees shall provide requests for leaves of absence under FMLA to the Board, in writing, thirty (30) days prior to the date that the leave is to commence whenever possible.
3. If a leave under FMLA is for planned medical treatment of the employee or member of the employee's immediate family, the employee shall attempt, whenever possible, to schedule treatment so as not to unduly disrupt the Board's business operation.
4. The Board may require employees requesting a FMLA leave to provide medical certification supporting the need for a leave due to a serious health condition affecting the employee or an immediate family member of the employee.
5. The Board may require that any employee on a FMLA leave shall submit to other medical examinations for subsequent medical opinions and periodic recertifications at the expense of the Board.

6. The Board may require that employees on a leave of absence under FMLA shall provide periodic reports regarding the employee's leave status and intent to return to work.
7. For the purpose of determining an employee's eligibility for FMLA leave, a twelve (12) month rolling period, measured backward from the date an employee uses any FMLA leave, will be utilized.
8. Employees shall be required to utilize any accrued paid time off, excluding paid holidays, during their period of any leave under this subsection.

F. Military Leave

1. Leave for extended military service will be granted in accordance with the requirements of state and federal law.
2. Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called to active service during his/her contractual year, he/she shall be paid the difference between his/her regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for the Board of Education, provided such service does not exceed two (2) calendar weeks in any single calendar year and is in accordance with state and federal regulations. Before such payments shall be made, the employee shall file in the Human Resources/Labor Relations Office a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or Federal authority for such service.

G. Detached Service Leave

A detached service leave may be granted to employees for not less than one semester for up to one (1) year by the board, provided the department or school and the other interests of the school district are not seriously impaired by the employee's absence. A written request for such leave must be submitted to and approved by the Executive Director of Human Resources/Legal Affairs prior to the start of the leave. An employee on leave shall notify the Human Resources/Legal Affairs Office in writing at least 45 days prior to the end of the school year of his/her intentions. Returnees from detached service leave will be governed by Section K of this article.

1. Such leaves granted by the Board are considered "once-in-a-life-time" leaves. The Board retains full rights to deny such requests for detached leaves and that shall not become a matter of the grievance procedure.
2. Employees on detached leave will be pursuant to law, able to apply for insurance provisions under the consolidated Omnibus Reconciliation Act for up to eighteen months.

H. Sabbatical Leave

1. Sabbatical leaves for study and research will be granted by the Board to employees who have completed seven (7) years of service within the bargaining unit. Such sabbatical leaves shall be in recognition of significant service in the Flint Community Schools and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the Flint Community Schools. The Board, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider the criteria set forth in Appendix C.
2. Each year not less than one percent (1%) of the members of the bargaining unit who are otherwise eligible will be granted sabbatical leave. In calculating the maximum number of persons who would be eligible, fractions will be rounded off to the nearest whole number and half-year sabbatical leaves will be considered leave for one-half person.
3. Sabbatical leave may not be granted to one individual more often than once every seven (7) years. It will be granted only when the proposed purpose of the leave warrants it and when the interest of the Flint School System will not be seriously impaired by the employee's absence.
4. A sabbatical leave may be granted for one (1) full school year beginning in the fall. Each employee on sabbatical leave shall receive one-half the pay that he/she would otherwise receive during the period of this sabbatical leave plus medical-hospitalization insurance and life insurance, dental insurance, and long-term disability coverage as provided in this Agreement, except that long-term disability coverage will become effective at the end of the stipulated leave period, upon a doctor's written certification of continued disability. An employee on sabbatical leave shall not render services for compensation in another educational institution, provided, however, this shall not preclude the acceptance of a fellowship or other assistance in research. Applicants who are granted such sabbatical must carry a full load of academic courses as determined by their university, college, or training institution.
5. Application for sabbatical leave shall be made in writing and received by the division head not later than February 1, preceding the school year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interest of the Flint School System.
6. Each employee who is granted sabbatical leave shall be required to return to his/her duties in the Flint School System for a period of not less than one (1) year. Upon returning, an employee granted leave shall present to the division head a full report regarding the use of his/her sabbatical leave.
7. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.

8. An employee who has had his/her sabbatical leave approved pursuant to the procedures of Appendix C shall, except by mutual agreement between the Board and the employee, be returned to the bargaining unit position from which the leave was granted, provided the sabbatical program is directly related to the employee's current assignment and provided further that the position continues to exist upon the employee's return. All other employees granted sabbatical leaves shall be returned from leave in accord with the language of Article 6-K of the Master Contract.

I. Study Leave

An employee may submit a plan for a year of fully scheduled academic study which substantially contributes to his/her competence in his/her bargaining unit assignment. Such plan will be reviewed by the division head, and if approved, the leave shall be granted. One (1) year experience credit will be granted upon presentation of evidence of successful completion of the plan as previously approved by the division head.

Only one such leave will be granted to an employee unless he/she is requested to take additional study leave by the Board.

No more than three (3) study leaves for which experience increments are granted will be approved in any one academic year. Denial of study leave may be grieved on the grounds that such denial is unreasonable, provided no denial shall be unreasonable if three (3) study leaves have been granted in that academic year. The Board shall publish a policy which clearly delineates the proper form and procedure to be followed by employees seeking study leaves.

J. Congress Leave

The Board agrees that one (1) employee designated by the Congress will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Congress (local, state, or national) activities.

K. Miscellaneous

1. Leaves of absence under this Article, with the exception of paid personal business leave, extended illness and parental leaves, shall be granted only after the completion of probationary service.
2. Employees on leave of absence for other than military service, detached service, Congress leave, study leave or sabbatical leave shall not receive years-of-service credit toward salary increments for the period of the leave.
3. An employee returning from leave of absence shall be offered the first vacancy for which he/she has had prior bargaining unit experience, provided the position has the same or lower grade than that formerly occupied by the employee prior to the leave.
4. An employee on leave for at least a semester shall be required to notify the Human Resources/Legal Affairs Office in writing, not less than ninety (90) days prior to the expiration of leave, whether he/she will return to employment. An

employee not conforming to this notice requirement may have his/her employment terminated.

ARTICLE 7

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees. The parties would meet informally with or without a Congress representative in an effort to resolve the dispute before it's reduced to writing. Grievance proceedings shall be kept as confidential as appropriate.
- B. A grievance is a claim, by one or more employees, filed either by an individual or group of individuals, or by the Congress where the subject of the grievance affects the bargaining unit as a whole or a substantial portion thereof, of improper application or interpretation of this Agreement, specifying the part of the Agreement which is claimed to be violated and the specifics of such violation.
- C. All alleged grievances shall be submitted promptly, responsibly and processed within reasonable time limits; but in any event a formal grievance must be filed within thirty (30) days after the occurrence, or awareness thereof of the events giving rise to the grievance.
- D. In the handling and processing of a grievance, the following procedures will apply.
- E. For purposes of this Article, the term Executive Director shall refer to the Executive Director of Human Resources/Legal Affairs or his/her designee.

Step One

An individual, or a group of individual employees or the Congress in the instance of a grievance affecting the unit as a whole or substantial portion thereof, shall submit to the Executive Director a statement of the grievance detailing the nature of the grievance, the contract provision allegedly violated and all other relevant material giving rise to the grievance. Within ten (10) days after the filing of the grievance, the Executive Director will convene a meeting of the grievant, Congress representative(s), the affected exempt administrator, and the Executive Director or their designees to review the grievance. Within fifteen (15) days following such meeting and review, the Executive Director shall respond in writing to the grievant and the Congress Grievance Chairperson.

Step Two

1. Within ten (10) days of receipt of the written response at step one, or within ten (10) days of when the written response was due if no response was given, or within ten (10) days of when the Step One meeting should have been held if no meeting was held, the Congress may, by notice to the Executive Director, request that the matter be submitted to arbitration.

2. The parties shall mutually agree to an arbitrator in each instance. If they are unable to agree within fifteen (15) days of receipt of notice to arbitrate, the parties will use the Federal Mediation and Conciliation Service (FMCS) in selecting an arbitrator.
3. It shall be the function of the arbitrator, and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted.
 - c. The Congress and the Board shall not be permitted to assert in any arbitration proceeding any ground or to reply to any evidence not previously disclosed to the other party.
4. Both parties agree to be bound by the award of the arbitrator and agree that judgements thereon may be entered in any court of competent jurisdiction.
5. The fees and expenses of the arbitrator shall be shared equally by the Board and the Congress. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

F. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
2. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Access shall be made available to all records of all unprivileged information used in the determination and processing of the grievance.
4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure, regardless of whether such time required may go beyond the expiration date of this document.
5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without Congress representation, if the adjustment is not inconsistent with the terms of this Agreement.
6. Timelines expressed in this Article may be mutually waived.

7. It is understood that employees should use the grievance procedure to resolve complaints. If the employee chooses to pursue the use of outside agencies, i.e., Equal Employment Opportunity Commission, Michigan Civil Rights Commission and/or a similar state or federal agency, said matters shall not be subject to the grievance procedure, and said employee shall not be entitled to Congress representation.
8. Employees, during the initial two years of assignment within the bargaining unit, shall be considered to be on a period of probation. Probationary employees may have the benefit of hearings at all steps of the grievance procedure except binding arbitration, which shall be expressly denied the probationary employee.

ARTICLE 8

EMPLOYEE DISCIPLINE

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement regarding the discipline of employees. Disciplinary action shall be defined as oral warning, written warning, written reprimand, suspension, demotion, or discharge.
- B. Board rules and regulations governing employee conduct will be reasonable. The Board reserves the right to warn, reprimand, suspend, demote, discharge or otherwise discipline employee for just cause. Discipline will be for just cause. Employee discipline shall not be made public, except as may be required by statute. Disciplinary documents shall not be placed in an employee's personnel file until such time as the employee has received a written copy of the complete disciplinary action. Investigation of an alleged incident shall begin within seven (7) days of knowledge of such incident.

An employee receiving discipline may attach a written explanation to the disciplinary document.

- C. Warnings (oral and written) shall remain in effect for two (2) years if the employee has no other discipline during the two (2) year period, If the employee receives discipline during the two (2) year period, the warning(s) shall remain in effect for a period of three (3) years from the date of the last discipline.

Written reprimands issued under this Article shall remain in effect for three (3) years from the date of last discipline.

Subject to the conditions of this provision, upon the employee's request, disciplinary warnings and reprimands shall be returned to the employee by the Office of Human Resources/Legal Affairs.

All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) shall be exempt from the removal provisions of Article 8 of this agreement, so long as the statute is in effect.

- D. The Board and Congress recognize the value of a progressive approach to discipline process in the order as listed below, while at the same time recognizing the Board's right

to depart from the customary progressive disciplinary format where in the judgment of the Board the severity of the disciplinary infraction so warrants.

E. Definitions

1. Oral warnings, as used in this Article refer to the initial steps in the corrective disciplinary procedure and where favorable results are to be immediately expected.
2. Written warning, as used in this Article, shall refer to the customary initial step in the disciplinary procedure for a "less serious offense."
3. Written reprimand, as used in this Article, shall refer to the customary initial step in the disciplinary procedure in the instance of a "more serious offense."
4. Suspension, as used in this Article, shall refer to a temporary cessation or removal from the work place without compensation for disciplinary reasons.
5. Demotion, as used in this Article, shall refer to an involuntary reduction in position for an indefinite period of time for disciplinary reasons, causing the affected employee to suffer a loss in weekly salary or to be placed outside the bargaining unit.
6. Discharge, as used in this Article, shall refer to a permanent termination of the employment relationship between the employee and the Board.

ARTICLE 9

EVALUATION

- A. The Board and the Congress agree that one of the most important functions of Administrators is that of evaluator. The parties also agree that the evaluation process should be used to improve the quality of performance of employees.
- B. The evaluation of employees shall be conducted in an open manner and in accord with evaluation procedures set forth in the Board Policy and Regulations regarding administrator evaluations adopted by the Board of Education pursuant to Section 1249 of the Revised School Code.

ARTICLE 10

TEACHER/STAFF ASSIGNMENT

- A. Each building principal has the authority to make a determination regarding each teacher or staff member's assignment within his/her building. Such assignment shall be made in accordance with other collective bargaining agreements, which speaks to assignment, work schedules or transfer. Should a dispute arise between the principal and the affected exempt administrator regarding the assignment of a teacher or staff member within a building, a final determination will be made by the superintendent.
- B. Assignment of special education teachers and general education specialists will be made by mutual agreement of the building principal, central office instructional administrator and the involved exempt administrator. Where assignments cannot be mutually agreed to, final determination will be made by the superintendent.

ARTICLE 11

ASSIGNMENT

- A. Promotions
 - 1. In filling positions within the bargaining unit, notice will be provided to employees by posting the vacancy on a conspicuous bulletin board in the Human Resources/Legal Affairs Office and a copy will be sent to each building to be posted. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) days; however, under no circumstances will a temporary position be allowed to exist for more than sixty (60) consecutive working days.
 - 2. Candidates must reapply for each position, when posted, even though they may have a similar application on file.
 - 3. In filling bargaining unit positions, applications from bargaining unit employees will be considered along with all others. Employees making application who meet the minimum qualifications as set forth in the posted job description shall be interviewed. Applicants who have made application and have been interviewed for an equivalent position during the previous six (6) months will not be required to have another interview for the position. If qualifications are equal, preference will be given to the bargaining unit employee. The Board's decision with regard to the filling of bargaining unit positions shall be final.
 - 4. Acting appointments to permanently vacated and newly created positions will be made only for the time necessary to post and fill the position on a permanent basis. However, under no circumstances will the acting appointment be allowed to exist for more than sixty (60) consecutive working days.
 - 5a. Congress members assigned to fill positions in an acting capacity will be paid at the daily rate for that position upon the conclusion of the twentieth (20th) consecutive working day in such assignment. When an assignment continues

from the end of one school year into the succeeding school year, then the employee would continue to receive the higher pay.

1. The Superintendent/Designee will temporarily assign to any principal's position that is left vacant for a period of more than five school days a current Assistant Principal who will accept the principal's responsibilities until he/she is able to return to that assignment.
 2. If any assistant principal is absent for more than five school days, the principal of the affected school will select a member of that teaching staff who will assume the duties of the assistant principal and the principal will inform his/her supervisor.
 3. The Superintendent/Designee will temporarily assign to any non-principal position that is left vacant for a period of more than five working days a district employee who will accept the roles and responsibilities of the absent member until he/she is able to return to that assignment.
- 5b. If an employee holds an acting position and is officially assigned to that classification, then the employee shall receive seniority credit for his/her time in the acting position and the difference in pay retroactively to the date of the acting assignment.
- 5c. In unusual circumstances, exceptions may be made to the above upon the mutual agreement of the parties.
6. Employees new to the administrative bargaining unit shall be placed on the administrative salary schedule at the lowest step, which will guarantee a raise in weekly base pay.

B. Transfers

1. Transfer shall mean the voluntary movement of a bargaining unit employee from one position to another, which has the same or lower grade than that currently occupied by the bargaining unit employee.
2. Any employee has the right to request consideration for a voluntary transfer or reassignment at any time. A request shall be initiated with a written request directed to the Executive Director of Human Resources/Legal Affairs. A preliminary conference would be desirable, but not mandatory. Individuals requesting consideration for transfer or reassignment should initiate such a request by March 1 of any school year. Changes of assignment would normally take place before the beginning of a school year or semester.

In considering requests for voluntary transfer or reassignment, the following criteria shall be applied:

- a. Job performance as determined by annual evaluations;
- b. Length and areas of professional experience within the school district;

- c. Applicable education and training; and
- d. Instructional needs within the school system.

"Instructional needs within the school system" as used in this provision shall mean the possession of skills, experience, attainments and relevant curricular expertise on the part of the employee, so as to make the employee selected more qualified or better suited on the basis of "instructional needs" for the position than other employees under consideration.

The final decision for transfer and/or assignment rests with the Board.

- 3. The Board reserves the right to make involuntary assignments or transfers of employees. When involuntary assignments or transfers are necessary, employees will be given ten (10) days notice, if possible, prior to said transfers. Individual employees will be provided a conference upon request with the Executive Director of Human Resources/Legal Affairs regarding any proposed transfer or assignment, at which time the reasons for the transfer will be explained. Upon request of the affected bargaining unit member, the Executive Director of Human Resources/Legal Affairs will place the reasons for transfer or assignment in writing and send the documentation to the affected member.
- 4. In determining those employees to be involuntarily assigned or transferred, those criteria set forth in provision B(2), of this Article shall be applied. The final decision as to involuntary transfers or assignments or transfers rests with the Board.
- 5. The assignment, transfer and evaluation of all employees is the responsibility of the Board.

C. Lay-off / Recall

- 1. When a reduction in personnel appears necessary, the Superintendent and the Executive Board of the Congress will meet to review the scope of the proposed reduction and the general areas affected (e.g., elementary, secondary).

It is understood that while the Board reserves the exclusive right to determine monetary savings to be achieved by reduction in personnel and/or operations and to determine the areas and/or positions in which reductions will be made, the Executive Board of the Congress will be provided an opportunity to present to the Superintendent recommendations regarding such reductions.

Individual building principals, department heads, the Executive Board of the Congress, and the Executive Director of Human Resources/Legal Affairs Office may make recommendations regarding the priority ranking for K-12 budget cuts. These recommendations may cross-divisional lines.

The superintendent shall make final recommendations to the Board regarding areas of reduction and affected bargaining unit positions.

2. In determining which individual(s) will be reduced or eliminated within an affected position:
 - a. Job performance as determined by the administrator's annual evaluation as will be the determining factor outlined in the Board Policy and Regulation pertaining to the layoff and recall of administrators
3. An employee whose position has been eliminated because of staff reduction shall be considered for placement in any other bargaining unit position in which he/she has previously been assigned assuming that the employee they will be displacing was rated lower than them on their most recent Year-End Evaluation. If their rating is the same, the employee with the lowest seniority will be displaced.
4. Prior to considering external or non-bargaining unit internal applicants for a position opening, an employee who has been laid off or returned to the teacher bargaining unit shall be recalled to such position in inverse order of seniority; provided the employee previously held and satisfactorily performed the position.
5. When an employee is laid off from a classification and if an acting position becomes available, then the laid off employee will be recalled to temporarily fill the acting position.
6. An employee's right to recall shall expire four (4) years after the effective date of layoff in accordance with Article 11(C). An employee who is laid off shall retain his/her seniority accrued in the Congress bargaining unit.
7. Within fifteen (15) days of the mailing of a letter of recall if the letter of recall is postmarked on or before July 31, and within ten (10) days of the mailing of such letter if the letter is postmarked on or after August 1, an employee shall notify the Human Resources/Legal Affairs Office in writing whether he/she will accept re-employment. Failure to respond to a letter of recall within the time required automatically terminates the employee's right of recall.

Each employee shall notify the Human Resources/Legal Affairs Office in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the employee at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the employee at the last address recorded in the Human Resources/Legal Affairs Office.

8. Laid off employees shall be appointed to teaching positions within the teacher bargaining unit for which they are certified and qualified by law pursuant to the criteria set forth in Board Policy and Regulation 5515.
9. Effective July 1, 2012, Administrators who are "exempt" from the bargaining unit and who are subject to layoff shall be offered a position in which they have prior bargaining unit experience, provided said "exempt" Administrators' most recent evaluation rating is equal to or higher than the current bargaining member they would be displacing and they have more seniority. "Exempt" Administrators returning to the bargaining unit shall retain the seniority he/she earned at the time of leaving the bargaining unit. Former bargaining unit members will not accumulate Congress seniority while in non-bargaining unit positions.

10. The Board shall not hire any new employees to fill openings in bargaining unit positions, which laid-off bargaining unit employees previously held and performed satisfactorily having the requisite certifications and qualifications for the position.
11. Employees affected by this Article will continue to be afforded those rights provided for in the Michigan Teacher Tenure Act.

D. Seniority List

1. The Board will prepare and provide annually to Congress, by March 1, twelve (12) copies of a master list by seniority within present and previously held job classification. This list will guide, subject to the terms of this Article, the placement of personnel in any layoff. Copies of the seniority list will be available at each high school and the Office of Human Resources/Legal Affairs.

ARTICLE 12

REORGANIZATION

- A. It is recognized that the Board may wish to reorganize staff assignments, which could involve a change in the scope, duties and responsibilities of certain positions in the bargaining unit and establish new bargaining unit positions during the life of this Agreement.

Accordingly, the parties agree as follows:

1. Placement of positions either within or outside the bargaining unit, as said positions are so constituted as of the ratification of the Agreement, is in accord with the 1989-1992 Master Contract, as amended, and that no position within the Congress bargaining unit will be excluded, except as is consistent with the Master Contract in effect at the time of the change and then only after the involvement of Congress.

The above provision will not be interpreted to place a limit or freeze on the number of employees the Board may assign or employ in any position within the bargaining unit.

- B. There will be no negotiations regarding a proposed reorganization with individual employees in regard to compensation or changes in responsibility without the involvement of the Executive Board of Congress and in conformity with the procedure set forth in Article 13(2).
- C. The Board recognizes the concerns and interests of Congress during reorganization, as well as the value of obtaining its input in such event. Therefore, the Board will provide the president of Congress with written notification of any planned reorganization at least ten (10) days prior to Board action. In addition, the Board and the Executive Board of Congress shall meet for the purpose of consulting and obtaining input from Congress in the implementation of any such plan. The president of Congress shall also be provided

with a written copy of the reorganization plan at least seventy-two (72) hours before action is taken by the Board.

- D. If the parties disagree as to the proper placement of a position within or outside the bargaining unit, the parties reserve all rights and remedies afforded to them under the Master Agreement existing at the time of the change and the applicable statutes regulating such matters.
- E. The parties recognize as set forth in (A) above that declining enrollment, school closings, declining funds, and other administrative reasons may cause Congress positions to be eliminated, reorganized, combined or restructured.

If the Board exercises its right to eliminate, reorganize, combine or restructure these Congress positions members who have previously held the affected positions may be considered for the redesigned position unless they are on Performance Improvement Plan. In considering the administrator, the following criteria shall be applied in this order:

- A. Job performance as determined by annual evaluations.
- B. Length and areas of professional experience with the school district.
- C. Applicable education and training, and
- D. Instructional needs within the School System "Instructional Needs definition (as defined on page 21).

If two or more applicants are equally qualified after applying A, B, C, and D, the Superintendent will make the final determination.

ARTICLE 13

PAY GRADE CHANGES AND POSITION RECLASSIFICATION REVIEWS

- A. The parties are desirous of establishing a procedure to address pay grade changes and reclassification concerns that may arise during the term of this agreement in order to ensure equitable treatment of bargaining unit members.
- B. Within 30 days after ratification of this contract, there shall be a pay grade/classification review committee, a subcommittee of the JLM committee, composed of an equal number of representatives from Congress as appointed by Congress, and the Board as appointed by the Board. The committee membership shall be limited up to four (4) representatives from each organization.
If a committee position should become vacant, a replacement shall be appointed as soon as possible.

It is expected that the committee will operate in a joint problem-solving manner and that specific recommendations regarding those matters hereafter detailed may be made on an ongoing basis during the term of the contract.

Specifically, the committee may review any request for reclassification or a pay grade change received from an employee through Congress. Further, the committee may review any requests for reclassification or pay grade change requested by the Board.

Procedures:

1. An individual employee may initiate the reclassification/pay grade change procedure by submitting a formal request to the pay grade change/reclassification review committee through Congress and the Board may initiate a reclassification pay grade change submitting a written request to the committee.
2. The Board or any individual employee may withdraw her/his request at anytime.
3. The Superintendent will give due consideration to such recommendation, however, the Superintendent's decision shall be final.
4. Within 30 days of the establishment of this committee, the positions of Assistant Principal and Risk Manager will be considered.

It is further agreed that any board approved pay adjustment or reallocation of position pay grades arising from the above committee shall be applied prospectively only and shall not result in the reduction of any incumbent's salary as a result of such action.

When new positions are created or substantial changes or revisions are made to existing positions in the bargaining unit (including the removal of a position from the bargaining unit), the President of Congress will be notified of any such changes prior to the posting of any such positions. Congress may make a written request to the Executive Director of Human Resources/Legal Affairs for a meeting to jointly review the duties and functions of such positions. Following this review, the board shall issue a report of its finding within 10 days of such review. Said report shall include the rationale for the removal, modification or exemption of the position from the bargaining unit. In addition, the report shall include a job description, minimal qualifications required of applicants and relationship of said position to existing staff positions.

In the event of a disagreement between parties with respect to the board's decision, the parties reserve all rights and remedies afforded to them under the Master Agreement existing at the time of the change and applicable statutes regulating such matter.

The Superintendent will give due consideration to such recommendation, however, the Superintendent's decision shall be final. Further, recommendations by either committee shall not be deemed as precedent setting with respect to the master agreement or the operating procedures or practices of the Board.

ARTICLE 14

NEGOTIATION PROCEDURES

- A. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Congress present at the ratification meeting.
- B. Once a tentative Agreement is reached, both bargaining teams agree to present and strongly recommend to their respective governing bodies acceptance of the tentative Agreement.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. When it is mutually agreed that negotiations between the Congress and the Board shall take place during the scheduled work day, any employee so engaged shall be released from regular duties without loss of salary.
- E. If the negotiations reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.
- F. The Board will furnish to the Congress official financial records and other information necessary to the resolution of grievances and matters subject to the collective bargaining process, in the form in which such information is available in the records of the district, upon specific written request of duly authorized Congress representatives setting forth the specific reasons therefor.
- G. The Board shall type, print, and prepare sufficient copies of the Master Agreement for all members of the Congress.
- H. If both parties wish to amend this Agreement, such agreed-upon amendment(s) shall be subject to ratification by the Board and the Congress, provided both parties shall be empowered to effect temporary accommodations to resolve problems.

ARTICLE 15

SITE-BASED, SHARED DECISION MAKING

- A. The Board and Congress recognize that the effective operation of schools and the District is best obtained through Site-Based Decision Making. As provided in Public Act 328 of 1994, such decisions shall be made at the school building level and shall involve the participation of teachers, school administrators, parents, pupils and others in the school community by means of a Site-Based Committee, or as otherwise deemed appropriate. Such decisions shall be conducted in a manner that each participant:
1. Has a fair opportunity to express issues which were heard and understood; and
 2. Can live with the decision regardless of whether such decision is the one he or she prefers.
- B. The Congress will have representation on the Congress Waiver Committee. Such committee shall have the authority to approve a school building's request for deviation from the terms of this Collective Bargaining Agreement with respect to site-based issues.
- C. Shared-decision making will be a topic for consideration by the JLM.

ARTICLE 16

JOINT LABOR/MANAGEMENT PROCESS

The Board and Congress mutually recognize the educational, economic and other competitive challenges facing the Flint Community School District and that its future success requires a work environment which maximizes employee potential and encourages employee involvement in meeting these challenges. The parties further recognize that the creation of such an environment requires a respect for the individual dignity of each person and a spirit of trust and cooperation among all employees.

In this regard, the parties agree to jointly develop, implement, monitor, and maintain a Joint Labor/Management Process ("JLMP") to cooperatively address workplace issues and problems in a collaborative manner designed to achieve "win-win" solutions that respect the interests and concerns of the members of Congress, the Board, and the students and community they serve. To facilitate this process, the parties further agree to establish a Joint Labor/Management Committee ("JLMC"), consisting of five (5) members appointed by the Congress and five (5) members appointed by the Board, with one (1) such member from each party designated as a co-chairperson.

The JLMC shall be responsible for jointly developing, implementing, directing and overseeing all joint programs and related activities, including a job-study evaluation sub-committee to develop and submit compensation and other job related recommendations to the Superintendent for final determination. The JLMC shall meet on a monthly basis, or otherwise upon the request of either party.

ARTICLE 17

COMPENSATION

- A. The salaries and service increment payments (and time of such pay) of employees are set forth on the salary schedule entitled Appendix B. However, for the duration of this agreement all salaries shall be at the Administrative Salary Schedule for 2010-2011 minus a six percent (6%) base salary reduction across the board for all employees for 2012-2013, and 7% for 2013-2014 and 2014-2015.
- B. Employees who have over 225 sick days accumulated are eligible to use five (5) of these days as vacation days with the prior approval of their immediate supervisor.
- C. For the 2012-2013 year only, the salary of all employees is reduced by 5 contract days.
- D. For the 2012-2013 year only, the elimination of two (2) sick days contained in Article 5, subsection A of the Congress Master Agreement.

ARTICLE 18

FRINGE BENEFITS

- A. Public Act 152 of 2011 (Employee Health Insurance Spending Threshold) provides that a public employer that offers or contributes to an employee medical benefit plan coverage beginning on or after January 1, 2012 shall pay no more of the annual costs or illustrative rate inclusive of any payments for reimbursement of copays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500 times the number of employees with single person coverage, plus \$11,000 times the number of employees with individual and spouse coverage, plus \$15,000 times the number of employees with family coverage. Under PA 152 of 2011 the Hard Cap amount shall be adjusted annually. The Flint Board of Education has elected to require that employees be responsible for the difference between the actual insurance premium and the Hard Cap amounts of \$5,500 for individual coverage, \$11,000 for two person and \$15,000 for family coverage. Qualified employees will be solely responsible to pay, through payroll deduction, that portion of the premium not paid by the Board.

The Board shall provide health insurance benefits to eligible bargaining unit members and their eligible dependents through Health Plus of Michigan or an equivalent plan. Eligible bargaining unit members may select from the HMO Plan ZG, HMO Plan DVDB, HMO Plan DXDO, PPO Plan 1P D250X2, PPO Plan 1P D500X2 or PPO Plan.

The Board may change to a different health insurance plan during the term of the collective bargaining agreement including a national or state plan that provides bargaining unit members with reasonably equivalent health insurance benefits.

- B. The Board shall provide for each regularly assigned full-time employee eligible for and enrolled in Medicare Part A (hospitalization) and Part B (medical) the entire premium the employee pays for his/her Medicare coverage, upon presentation of verification of

premium payment to the Human Resources/Labor Relations Office. In no event shall the reimbursement for such premium exceed the premium amount paid by the Board for the employee not eligible for Medicare coverage.

- C. All full-time employees shall have long-term disability insurance which will provide them with 66 percent of their daily rate of pay, payable to age 65, benefit payable after 120 consecutive calendar days of disability and subject to a per month maximum benefit based upon salary schedule through the life of the agreement.
- D. All full-time employees shall be offered seventy-five thousand dollars (\$75,000) term life insurance with accidental death and dismemberment premium. Employees who do not wish to be subject to taxes on their life insurance benefit may select term life insurance in the amount of fifty thousand dollars (\$50,000).
- E. All full-time employees shall receive dental insurance benefits as approved by the Board on September 1, 1978 at a level comparable to that required under the current collective bargaining agreement. All employees shall be eligible for dental coverage from the Flint District, subject to the conditions set forth above, irrespective of whether they or their spouses have dental coverage paid by any other employer. Employees with spouses employed by the Board that are covered by Board dental insurance, or employees with spouses employed elsewhere that are covered by dental insurance, shall be eligible for coordination of benefits through a 50% dental coverage plan so as to receive 100% coverage. In no case shall an employee receive less than an 80% of reasonable and customary benefit as a result of this provision.
- F. All full-time employees may use a maximum of two days of paid personal business leave per year for personal business which cannot be scheduled except during regular working hours (in accordance with procedures set forth in Article 6). Any unused paid personal business leave days shall accumulate as sick and emergency leave.
- G. Terminal leave payment of two hundred fifty dollars (\$250) per year of service in the Flint School System shall be paid upon retirement to:
 - 1. Any full-time employee who retires at the end of the school year in which he/she attains age 60.
 - 2. Any employee who has twenty (20) years of service in the Flint School System, and who retires at the end of the school year in which he/she attains age 55 or at the end of any school year thereafter, unless the Board approves retirement at a time other than the end of the school year, or any employee who has twenty (20) years of service in the Flint school system and who qualifies for retirement under the State Retirement Plan, and who retires at the end of the year, unless the Board approves retirement at a time other than the end of the school year.
 - 3. Any full-time employee who retires after reaching age 55 and who has fifteen (15) years of service in the Flint School System, if retirement is the result of ill health sufficient to qualify such employee for disability retirement under the Michigan Retirement System for Public School Employees Act.

This provision shall not be interpreted so as to modify the eligibility requirements for terminal leave benefits for employees.

4. If a bargaining unit member who meets the criteria for retirement under this Article dies while employed with the Flint Community Schools, that member's terminal leave payment shall be paid to the individual(s) listed as their designated beneficiary.

H. Any employee who retires under the terms and conditions of paragraphs G(1) or G(2) shall receive forty-five dollars (\$45) additional terminal pay for each unused earned sick day for up to 145 days, with an increased payment of \$10 per unused sick day for the 146th day and beyond at the time of said retirement.

This provision shall not be interpreted so as to modify the eligibility requirements for terminal leave benefits for employees.

I. All employees regularly scheduled to work less than full time but one-half time or more are entitled to receive fringe benefits equal to one-half the amounts set forth in paragraphs A, B, C and D. Employees electing medical coverage are responsible for 50% of the premium.

J. Employees are covered by the Public School Employees Retirement Act (Act 135, P.A. 1945, as amended).

K. All employees shall be eligible for vision coverage from the Flint District, subject to the conditions set forth above irrespective of whether they or their spouses have vision coverage paid by any other employer. The Board shall provide vision coverage at a level comparable to that required under the current collective bargaining agreement. Employees with spouses employed by the Board that are covered by Board vision insurance, or employees with spouses employed elsewhere that are covered by vision insurance, shall be eligible for coordination of benefits. In no case shall an employee receive less coverage than provided by the Board's full vision insurance plan as a result of this provision.

L. The benefits provided for under this Article shall not be granted to any employee who is insured under any group plan or plans providing like or similar benefits paid by any other employer or association, or who is covered under a like or similar Board plan at the time of enrollment unless expressly stated otherwise in this Article.

It is fully understood that the Board is committed to the extent set forth in this Article to provide fringe benefits, subject to the limitations of the carrier(s), of the type and nature set forth herein or their reasonable equivalent, but in no way is the Board prevented from determining the carrier for said benefits.

It is further understood that the Board, by payment of the premium payments required to provide the coverage set forth in this Article, shall be relieved from all liability with respect to the benefits provided by the aforesaid benefit coverage.

M. A work stoppage by another employee group, which might result in the restructuring of the contract year of employees, will not interfere with the biweekly pay schedule of employees. The Board and the Congress shall meet to jointly establish new work

schedules for Congress members. The Board's decision with respect to new work schedules shall be final.

- N. The Board shall provide the Hard Cap amounts provided under Public Act 152 of 2011 adjusted annually of the entire medical premium for full insurance as provided in Section A for all employees on LTD for the duration of their Extended Illness Leave as provided in Article 6(A), but not to exceed two (2) years.
- O. Employees who are not given a car allowance and who are authorized to use their own automobiles in the pursuance of assigned school duties will be reimbursed at the IRS rate. Employees who receive a monthly stipend may select on an annual basis, upon completion of a ninety (90) working day logging period, to convert to an established mileage rate effective with the ninety-first day.
- P. It is fully understood that the Board is committed to the extent set forth in this Article to provide fringe benefits, subject to the limitations of the carrier(s), of the type and nature set forth herein or their reasonable equivalent, but in no way is the Board prevented from determining the carrier for said benefits.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations or practice of the Board, which shall be contrary to its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual employees' contracts shall be made expressly subject to the terms of this Agreement, and said Agreement takes precedence over and expressly governs the individual contract.
- C. Summer school principals who are working on a supplemental contract shall be entitled to two (2) summer school days of sick leave with no deduction from pay, provided that the Board may request submission of a doctor's certificate as proof of illness. Such sick leave shall not be accumulated from summer to summer or added to an employee's regular sick leave accumulation.
- D. The Congress agrees that employees should dress, speak, and behave in a manner that provides a positive model for students.
- E. Administrators will implement Board mandated educational reform. The Board will provide professional development opportunities designed to train and enable administrators to fully implement such mandates, including instructional and administrative technology.

- F. The Board shall maintain its right to close buildings and to assign the mandatory use of non-work days. The Board shall provide Congress with notice no later than July 1st of each year, of the mandatory non-work days for that school year. Such notice shall also indicate the administrators' projected return to work date. The Board shall make every effort to apply the District's building closure policy consistently, and will provide Congress members with notice of any deviations from such policy.
- G. The parties agree to collaborate through a joint committee to develop an administrators' handbook procedures affecting building operations by January 1, 2004, or until completed.

ARTICLE 20

DURATION

This Agreement shall not become effective until ratified by the Board and the member of the Congress, and upon ratification shall remain in full force and effect until the 30th day of June, 2015.

CONGRESS OF FLINT SCHOOL
ADMINISTRATORS:

BOARD OF EDUCATION OF THE
CITY OF FLINT:

By _____
Lawrence E. Watkins, Jr.
Its President

By _____
Antoinette Lockett
Its President

Dated: _____

Dated: _____

By _____
Dean Yeotis
Its Executive Director

By _____
Karen Denise Pugh
Its Executive Director
Human Resources/Legal Affairs

Dated: _____

Dated: _____

APPENDIX A

SICK AND EMERGENCY LEAVE COMMITTEE PROCEDURES

SICK BANK

The following rules, regulations, and administrative procedures will govern the sick bank.

- A. Who is eligible for membership: All employees who are employed in a regular position and who are members of the Congress bargaining unit and all "exempt" administrators, including the Superintendent of Community Education, are eligible for membership in the sick bank.
- B. Contribution required to be a member: Three (3) accumulated sick days initially and thereafter as determined by the Sick and Emergency Leave Committee.
- C. Administration: A four (4) member committee composed of two (2) employees to be selected by the Executive Board of the Congress and two (2) administrators to be selected by the Executive Director of Human Resources/Labor Relations shall administer the sick bank. The purpose of the committee will be to screen all applications for grants and either approve or disapprove them. The decision of the committee will be final.
- D. Provisions of the Sick Bank
 - 1. To grant a member the number of days required to pay him/her from the date his/her own accumulated sick days expire to the date he/she qualifies for long-term disability, subject to provisions D(2) and D(3).
 - 2. There will be a thirty (30) Calendar day waiting period required from the date of the onset of the employee's illness before any days may be paid from the Sick Bank.
 - 3. There will be no grants made from the Sick Bank for any disability caused by job-related accidents or illness.

Any grant of days will only be made if an applicant is seriously ill and medical documentation is presented to the committee, which verifies the nature of the illness, its seriousness, and expected length of disability.
- E. If the Sick Bank shall pay all of the days that have been contributed, it will be necessary to request additional days from the members. If a member should not be willing to contribute additional days as requested by the committee, his/her membership shall cease. If the Sick Bank should not be able to replenish the supply of sick days, it will be considered bankrupt and will be dissolved.

No member will be able to withdraw his/her contribution of days for any reason.

- F. No one may contribute more than the requested amount of days to the Sick Bank.

APPENDIX B

FLINT COMMUNITY SCHOOLS

ADMINISTRATIVE SALARY SCHEDULE

2010-2011

(Weekly Rate)

GRADE	STEP					
	1	2	3	4	5	6
1	1583	1604	1639	1667	1695	1722
2	1672	1702	1731	1760	1788	1816
3	1737	1769	1805	1833	1862	1897
4	1768	1795	1831	1860	1895	1921
5	1815	1848	1897	1935	1977	2017
6	1845	1898	1947	1994	2040	2089
7	1903	1950	1996	2042	2090	2136
8	1951	2000	2043	2092	2141	2186
9	2018	2067	2111	2161	2208	2254
10	2072	2125	2170	2216	2266	2316

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all employees pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$750.00

The service increment will be included in the employee's last paycheck prior to leaving for the December holiday recess.

APPENDIX B-1

FLINT COMMUNITY SCHOOLS

ADMINISTRATIVE SALARY SCHEDULE

2012-2013

(Weekly Rate)

GRADE	STEP					
	1	2	3	4	5	6
1	1488	1508	1541	1567	1593	1619
2	1572	1600	1627	1654	1681	1707
3	1633	1663	1697	1723	1750	1783
4	1662	1687	1721	1748	1781	1806
5	1706	1737	1783	1819	1858	1896
6	1734	1784	1830	1874	1918	1964
7	1789	1833	1876	1919	1965	2008
8	1834	1880	1920	1966	2013	2055
9	1897	1943	1984	2031	2076	2119
10	1948	1998	2040	2083	2130	2177

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all employees pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$750.00

The service increment will be included in the employee's last paycheck prior to leaving for the December holiday recess.

APPENDIX B-2

FLINT COMMUNITY SCHOOLS

ADMINISTRATIVE SALARY SCHEDULE

2013-2014

(Weekly Rate)

GRADE	STEP					
	1	2	3	4	5	6
1	1472	1492	1524	1550	1576	1601
2	1555	1583	1610	1637	1663	1689
3	1615	1645	1679	1705	1732	1764
4	1644	1669	1703	1730	1762	1787
5	1688	1719	1764	1800	1839	1876
6	1716	1765	1811	1854	1897	1943
7	1770	1814	1856	1899	1944	1986
8	1814	1860	1900	1946	1991	2033
9	1877	1922	1963	2010	2053	2096
10	1927	1976	2018	2061	2107	2154

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all employees pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$750.00

The service increment will be included in the employee's last paycheck prior to leaving for the December holiday recess.

APPENDIX B-3

FLINT COMMUNITY SCHOOLS

ADMINISTRATIVE SALARY SCHEDULE

2014-2015

(Weekly Rate)

GRADE	STEP					
	1	2	3	4	5	6
1	1472	1492	1524	1550	1576	1601
2	1555	1583	1610	1637	1663	1689
3	1615	1645	1679	1705	1732	1764
4	1644	1669	1703	1730	1762	1787
5	1688	1719	1764	1800	1839	1876
6	1716	1765	1811	1854	1897	1943
7	1770	1814	1856	1899	1944	1986
8	1814	1860	1900	1946	1991	2033
9	1877	1922	1963	2010	2053	2096
10	1927	1976	2018	2061	2107	2154

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all employees pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$750.00

The service increment will be included in the employee's last paycheck prior to leaving for the December holiday recess.

APPENDIX C

APPLICATION PROCEDURE FOR SABBATICAL LEAVE

- A. Application forms may only be obtained from the Inservice Education Office, Administration Building, 923 East Kearsley Street, Flint, Michigan 48503-1900, telephone no. 760-1000.
- B. Applications for sabbatical leave shall be made in writing on the application form provided and received by the appropriate division head no later than February 1 preceding the school year within which the leave is desired. In an instance where the February 1 deadline falls on a nonworking day, the deadline for application shall be extended until the next regularly scheduled working day.
- C. A Sabbatical Leave Committee composed of the instructional division heads, the Executive Director of Human Resources/Labor Relations Office, and the division head from which division the sabbatical candidate is assigned, if other than the foregoing, shall review all sabbatical applications.
- D. Prior to a sabbatical program being reviewed on its merits by the Sabbatical Leave Committee, the following procedural requirements must have been fully met by the sabbatical applicant. Failure of the sabbatical applicant to meet all of the hereinafter mentioned procedural requirements shall bar the candidate's sabbatical program from being reviewed on its merits by the Sabbatical Leave Committee. Sabbatical applicants who have their sabbatical program barred from review by the Sabbatical Leave Committee because of a procedural deficiency shall be immediately notified of such a decision by letter from the appropriate division head, setting forth the reasons for disapproval. The procedural requirements which must be met in full by a sabbatical applicant prior to the applicant's sabbatical program being evaluated by the Sabbatical Leave Committee are as follows:
 1. The sabbatical applicant shall have completed seven (7) years of service in a position within the bargaining unit.
 2. The completed sabbatical application must have been received by the appropriate division head by February 1 preceding the school year within which the leave is desired.
 3. A letter of acceptance from the graduate school under whose direction the sabbatical program is to be taken must be attached to the sabbatical application, if the applicant plans to attend a college or university. In those instances where a letter of acceptance cannot be provided by the college or university by the February 1 deadline, a letter from the college or university so stating will suffice until such time as a letter of acceptance can be provided.
 4. A curriculum outline must be provided detailing the course required by the graduate school as part of the sabbatical program or, in the instance where a sabbatical program is not under the direction of a college or university, a detailed outline of the proposed course of study must be similarly attached.

- E. Sabbatical applicants who meet the requirements of provision D shall have their sabbatical programs evaluated by the Sabbatical Leave Committee. The Sabbatical Leave Committee, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider such criteria as:
1. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by:
 - a. Taking the initiative in developing and implementing new, revised, or improved curriculum units or programs?
 - b. Handling difficult assignments?
 - c. Awards and letters of commendation?
 - d. Service on building and/or district committees or projects, as human relations, professional study, or curriculum committees?
 - e. Recommendations by colleagues?
 - f. Documents, exhibits or submissions by the employee as to work and/or activities the applicant feels indicate significant service to the District?
 2. Whether the system will be seriously impaired by the applicant's absence. Reasonable effort will be made to accommodate the schedule of the sabbatical candidate so as to provide a sabbatical leave.
 3. Is the focus of the sabbatical program outlined on the sabbatical application of a nature to:
 - a. Contribute to the professional effectiveness of the applicant upon return to subsequent service to the District?
 - b. Encourage scholarly achievement by the sabbatical applicant?
 - c. Provide the applicant an opportunity for growth and renewal?
 4. Is the thrust of the proposed sabbatical program of a nature as to significantly aid the applicant in the discharge of present job responsibilities and/or does there exist a reasonable likelihood of the applicant being assigned in the foreseeable future to a position requiring such background?
 5. Does the applicant's sabbatical program deal with a topical educational issue, the investigation of which would benefit District operation or program?
- F. All sabbatical applicants who have their sabbatical programs accepted for review by the Sabbatical Leave Committee shall make an oral presentation of their programs to the Sabbatical Leave Committee. The purpose of such a presentation shall be to explain the candidate's program in detail, and shall not serve as a substitute for the candidate's written sabbatical proposal.

- G. All sabbatical applicants who have their programs reviewed by the Sabbatical Leave Committee will be notified as to the decision of the Committee within ninety (90) days of said review, by the appropriate director. Said decision will be in writing, setting forth the reasons for approval or disapproval of the applicant's sabbatical program.

- H. Upon notification of approval for a sabbatical leave, the applicant will contact the Human Resources/Labor Relations Office to complete arrangements for the sabbatical leave.

APPENDIX D

CONGRESS OF FLINT SCHOOL ADMINISTRATORS

PAID PERSONAL BUSINESS LEAVE FORM

NAME: _____ DATE: _____

POSITION: _____

SCHOOL: _____

I hereby request the use of a () ½ () full day personal business day on the following date(s):

I agree that my use of the requested day will conform with Article 6-(B)(2) of the Master Agreement.

Applicant's Signature

Supervisor's Signature

APPENDIX E

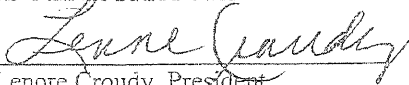
APPENDIX L
MEMORANDUM OF UNDERSTANDING
BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
CONGRESS OF FLINT SCHOOL ADMINISTRATORS

In accord with the understanding reached between representatives of Congress of Flint School Administrators, and the Board of Education of the City of Flint, through the negotiation process to the successor Master Contract to the 2000-2003 bargaining agreement, regarding compensation for attendance at mandatory professional development, the following has been agreed that:

1. Administrators who are required to attend professional development (mandatory professional development) after 6:00 p.m. and on Saturdays, and during the summer when administrators attendance is outside of their contractual day/hour will be compensated as set forth below in paragraph three (3).
2. Any mandatory professional development is required to meet the guidelines of the Federal and State grants.
3. Administrators who meet the grant requirement and whose attendance at the mandatory professional development is after 6:00 p.m., on Saturdays, or during the summertime the administrator's attendance outside the contractual day/hour will be compensated at the rate of \$35.00 per hour.
4. It is understood and agreed to by the parties that the payment of compensation for attendance at mandatory professional development during the times and hours listed above is dependant upon the availability of the grant money to fund such compensation. Should such grant money be reduced or eliminated the parties agree that the compensation will cease.

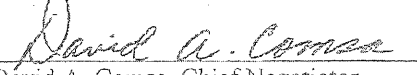
It is understood that this Memorandum of Understanding constitutes the understanding and agreement reached by the parties with respect to this matter and shall not deem precedent setting with respect to the master contract and/or policies and procedures of the School District of the city of Flint and/or Congress of Flint School Administrators.

CONGRESS OF FLINT SCHOOL
ADMINISTRATORS


Lenore Croudy, President

Date: August 20, 2003

BOARD OF EDUCATION OF THE
CITY OF FLINT


David A. Comsa, Chief Negotiator

Date: August 20, 2003

APPENDIX F

**Memorandum of Understanding
Between The
Congress of Flint School Administrators
And The
School District of the City of Flint**

In accord with the understanding reached between representatives of the School District of the City of Flint ("School District") and the Congress of Flint School Administrators ("Congress"), through the negotiation process for the successor Master Contract to the 1998-2000 Collective Bargaining Agreement, regarding extra-curricular coaching stipends, it has been agreed that:

1. This memorandum of understanding shall apply to stipends payable to any bargaining unit member selected to perform extra-curricular coaching duties for the School District.
2. Coaching stipends for bargaining unit members shall not be less than the amount of the coaching stipends referenced in the collective bargaining agreement between the School District and the United Teachers of Flint.
3. Any amount in excess of the stipend amount contained in the collective bargaining agreement between the School District and the United Teachers of Flint shall be negotiated between the School District and the individual bargaining unit employee selected to perform extra-curricular coaching duties, subject to approval by Congress.

It is understood that this Memorandum of Understanding constitutes the understanding and agreement reached by the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Contract and/or policies and procedures of the School District of the City of Flint and/or the Congress of Flint School Administrators.

Lenore Cloudy, President
Congress of Flint School Administrators
For the Union

Barbara Wesley, Executive Director
Human Resources/Labor Relations
For the School District

Dated: _____

Dated: _____

(1)

MEMORANDUM

Congress of Flint School Administrators

Flint Community Schools • 923 E. Kearsley Street • Flint, MI 48503 • (810) 760-1230

TO: Linda Thompson, Superintendent
Andrea Derricks, Chief Financial Officer
Karen Denise Pugh, J.D. Human Resources/Legal Affairs

FROM: Larry Watkins, President, Congress of Flint School Administrators *LCW*

DATE: December 2, 2011

RE: **2012-2013 Wage and Benefit Concessions**

At the December 1, 2011 General Membership meeting for Congress of Flint School Administrators, the membership voted to offer the following wage and benefit concessions:

- * 1) No concessions for the 2011-2012 school year
- * Concessions for the 2012-2013 year only:
 - 2) Elimination of 2 Sick Days
 - 3) Elimination of 5 work days (no work- no pay)
 - 4) Increase of the insurance premium contribution from 10% to 20%

Should you have any questions regarding this offer, please do not hesitate to contact me at 760-1235.

pc: Dean Yeotis, Executive Director, Congress

Memorandum of Understanding
Between
Congress of Flint School Administrators

Purpose

This agreement is entered into by and between the Flint Community Schools Board of Education and the Congress of Flint School Administrators (Congress). The reasons that the parties are entering into this agreement include the following:

- 1) the fact that the District's current deficit is \$10.4 million;
- 2) the fact that the District owes approximately \$11 million to vendors including retirement, health and other insurances, transportation and custodial services;
- 3) that the District is in violation of its current Debt Elimination Plan (DEP);
- 4) that the Michigan Department of Education has refused on two (2) occasions to date to accept a revised DEP from the District;
- 5) that the District has been unable to obtain credit for additional loans to meet the District's financial obligations despite numerous efforts to do so; and
- 6) that the District has been advised that the only way that a revised DEP will be accepted by the Michigan Department of Education and obtain additional credit from a bank is if the District takes action to reduce its costs, and particularly its labor costs, immediately.

Accordingly, in recognition of the District's dire financial situation, the District and the Congress have collaborated in good faith in entering into this agreement as being the minimum action necessary to hopefully have a new DEP accepted by the State and avoid more serious action by the State, which the DEP will mandate that the District eliminate its deficit and repay its debt by June 30, 2018.

Agreement

Therefore, for the reasons above, the parties agree as follows, which shall apply notwithstanding any contrary provision in the parties' current agreement:

1. There will be a reduction of Congress bargaining positions equal to a savings of \$111,503 as determined by the District that will go into effect by the beginning of the second semester of the 2013-14 school year; notwithstanding anything to the contrary, notice shall be provided to the affected members of Congress as soon as possible after the District makes such determination, but no other notice of layoff or compensation to such members of Congress after such members of Congress have been laid off shall be required.

2. In addition, the salary and benefits provided under the agreement to bargaining unit members shall be reduced by a total of 19% as of the date of July 1, 2014, the specific allocated reductions as between salary and benefits to be determined by said date. If there is no agreement on the specific allocated reductions as between salary and benefits by said date, then all salaries in the agreement shall be automatically reduced by 19%. The 19% total reductions shall not include savings realized by layoffs, reduced work schedules, or the like.

It is understood and agreed that the agreements above will be in effect through June 30, 2018. While these agreements are intended to address the immediate financial crisis faced by the District, it is agreed that the parties will continue to meet and bargain the language issues in the parties' agreement.

Signatures

The parties agree to the terms of this Memorandum of Understanding on this day January 8, 2014

Antoinette Lockitt 1/13/14

Board of Education President

Virginia Roberts 08 Jan 2014

President, Congress of Flint School
Administrators

Larry E. Walker 1/8/14

Superintendent of Schools

Clarification of Memorandum of Understanding
Between
Congress of Flint School Administrators

Purpose

This addendum is to clarify the processes that will or may be used to achieve the cost savings as outlined in the Memorandum of Understanding dated January 8, 2014 which has been executed by the parties. The actual language from the Memorandum is provided below, with the clarification immediately following.

"Agreement

Therefore, for the reasons above, the parties agree as follows, which shall apply notwithstanding any contrary provision in the parties' current agreement:

1. There will be a reduction of Congress bargaining positions equal to a savings of \$115,281 as determined by the District that will go into effect by the beginning of the second semester of the 2013-14 school year; notwithstanding anything to the contrary, notice shall be provided to the affected members of Congress as soon as possible after the District makes such determination, but no other notice of layoff or compensation to such members of Congress after such members of Congress have been laid off shall be required. "

Clarification: It is understood and agreed that the positions that are going to be eliminated by the beginning of the second semester will be those identified by the District. However, the parties agree that the \$115,281 of cost savings that will be realized by a reduction in the Congress' bargaining unit may be achieved by retirements rather than through involuntary layoffs, provided that such retirements occur and the administrators retiring actually vacate the position by the beginning of second semester of the 2013-14 school year, and provided that the District does not have to replace the retiring administrator. It is understood and agreed that the layoffs and/or retirements may result in the transfer of administrative staff to different positions. All transfers of administrators will be subject to satisfying certification and other requirements mandated by law. If the District has to replace the administrator, then the savings that will count toward the target are limited to net savings; that is, the difference between the compensation that would have been paid to the retiring administrator, had the administrator not retired, and the compensation that will instead actually be paid to the new administrator that replaced the retiring administrator. The cost of any termination pay paid to the retiring administrator will be included in the savings calculation. It is understood that the Congress shall work to obtain such retirements, that all retirements shall be voluntary, and Congress shall defend and indemnify the District against any claims, including claims under the ADEA, which may arise as a result of any voluntary retirements obtained through Congress' efforts.

2. In addition, the salary and benefits provided under the agreement to bargaining unit members shall be reduced by a total of 19% as of the date of July 1, 2014, the specific allocated reductions

reductions as between salary and benefits to be determined by said date. If there is no agreement on the specific allocated reductions as between salary and benefits by said date, then all salaries in the agreement shall be automatically reduced by 19%. The 19% total reductions shall not include savings realized by layoffs, reduced work schedules, or the like."

Clarification: It is agreed that the 19% reduction in salaries and benefits for the 2014-15 fiscal year may be achieved by a combination of compensation reduction and savings, as well as savings actually resulting from retirements that go into effect beginning after July 1, 2014 (retirements that begin before July 1, 2014, will not be counted toward 19% target). The savings that will count toward the target are limited to net savings; that is, the difference between the compensation that would have been paid to the retiring administrator(s), had the administrator(s) not retired, and the compensation that will instead actually be paid to the new administrator(s) that replaced the retiring administrator(s). The cost of any termination pay paid to the retiring administrators will be included in the savings calculation.

"It is understood and agreed that the agreements above will be in effect through June 30, 2018. While these agreements are intended to address the immediate financial crisis faced by the District, it is agreed that the parties will continue to meet and bargain the language issues in the parties' agreement."

Clarification: None is needed for this section of the Memorandum.

Signatures

The parties agree to the terms of this Clarification to the previous Memorandum of Understanding dated January 8, 2014, on this date of January 13, 2014.

Antoinette Lockat 1/13/14

Board of Education President

Virginia Pulos 13 Jan 2014

President, Congress of Flint School Administrators

Lawrence E. Watterman 1/13/14

Superintendent of Schools

5/5/2014

DRAFT 5

Suggestions for Congress Administrator's Compensation Concessions

The unions and the Flint Community Schools District has taken an aggressive approach to eliminate the DEP. As we are aware, failure to ratify an agreement would result in a flat 19% wage reduction across the board.

The Congress Negotiations Team met with the District Negotiation Team to pursue our goal of achieving the \$634, 520 DEP reduction for Administrators to avoid reducing salaries. We were able to achieve this goal by making the concessions as outlined below.

We understand these concessions are aligned with similar concessions proposed by other bargaining units.

* Our contract expires June 2015. We will begin this process again in March of 2015 to discuss the "sunset" impact of certain eliminations on future years.

- | | | |
|---|--------------------------|---------------------|
| 1. Reduction of 5 Sick days | 14-15 Potential Savings: | \$25,000.00 |
| Reduction of 2 personal business days | 14-15 Potential Savings: | |
| * coverage for subs only ~ \$90/day 41 AD | | |
| 2. Elimination of vacant Administrator Positions | 14-15 Potential Savings: | \$460,000.00 |
| - the criteria for position elimination has not been finalized | | approx. |
| - at this time exact positions have not been confirmed | | |
| - the amount for this summary includes wage and health only | | |
| - 3 AD position eliminations 1 position consolidated | | |
| * 3. Elimination of Sick Bank | 14-15 Potential Savings: | \$16,000.00 |
| * 4. Keep Longevity Bonuses | 14-15 Potential Savings: | \$3,000.00 |
| - reduce level \$750 to \$500 | | |
| - new hires as of the 14-15 school year are exempt from longevity | | |
| * 5. Eliminating Severance Payout | 14-15 Potential Savings: | \$101,000.00 |
| -SUNSET- District severance at retirement will end June 30, 2014 | | |
| 6. Changes in health care benefits. | approx. | \$25,000.00 |
| <i>District</i> reduce ancillary spending ie LTD, Dental Vision etc. | | |
| - leave Health Plus | | |
| * choices of BCBS PPO or BCN HMO | Total Savings: | \$630,000.00 |
| * deductibles and copays will vary based on plan selection | | |
| 7. Salary Schedule | | |
| - Wage freeze for duration of DEP (June 2018) | | |
| - no changes to the salary schedule | | |
| - step increases will be awarded | | |

3. The District has conceded the remaining \$4520 of the requested concession. By ratifying the concessions as outlined above, we can avoid the scheduled 19% wage reduction across the board.

Virginia Adams
Wanda Brunette

Diana Wright