



FLINT COMMUNITY SCHOOLS

*Expect **More.** Achieve **More.***

MASTER CONTRACT

between the

Board of Education of the

City of Flint, Michigan

and the

Congress of Flint School Administrators

July 1, 2020 – June 30, 2022

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

| <u>ARTICLE</u> | <u>PAGE</u> |
|---|--------------------|
| PREAMBLE..... | 1 |
| RECOGNITION..... | 1 |
| RIGHTS OF EMPLOYEES AND THE CONGRESS..... | 2 |
| BOARD RIGHTS..... | 3 |
| ARTICLE 4 CONGRESS MEMBERSHIP..... | 3 |
| ARTICLE 5 PAID TIME OFF (PTO)..... | 4 |
| ARTICLE 6 LEAVES OF ABSENCE..... | 6 |
| ARTICLE 7 GRIEVANCE PROCEDURE..... | 9 |
| ARTICLE 8 EMPLOYEE DISCIPLINE..... | 11 |
| ARTICLE 9 SENIORITY..... | 12 |
| ARTICLE 10 ASSIGNMENT..... | 14 |
| ARTICLE 11 REORGANIZATION..... | 18 |
| ARTICLE 12 PAY GRADE CHANGES AND POSITION RECLASSIFICATION REVIEWS..... | 19 |
| ARTICLE 13 NEGOTIATION PROCEDURES..... | 19 |
| ARTICLE 14 SITE-BASED, SHARED DECISION MAKING..... | 20 |
| ARTICLE 15 JOINT LABOR MANAGEMENT PROCESS..... | 21 |
| ARTICLE 16 COMPENSATION..... | 21 |
| ARTICLE 17 FRINGE BENEFITS..... | 25 |

ARTICLE 18
MISCELLANEOUS PROVISIONS.....27

ARTICLE 19
DURATION.....28

APPENDICES **PAGE**

APPENDIX A
NEW ADMINISTRATIVE SALARY SCHEDULE (2020-2022).....29

APPENDIX B
DISTRICT PAID HOLIDAYS AND CLOSED DAYS.....30

APPENDIX C
BALANCED CALENDAR (2020-2021).....31

APPENDIX D
PROVIDING SUBSTITUTE SERVICES – INTERNAL COVERAGE FORM.....32

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

THIS AGREEMENT entered into this May day of 29, 2020, 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.

Director, Supervisor/Coordinator, Principal and Assistant Principal classifications, excluding all other employees, including instructional and exempt personnel.

- 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 Department of Human Resources.
- 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 non-accessible 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, local, state, or national meetings 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, or at the discretion of the executive board, a congress member, 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. Additionally, each Congress member may attend only one conference a year.

- I. Each employee shall be granted an individual employment 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.
- J. 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 policies, 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 execute 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 conduct the means of obtaining financial support for the school district.
 - 9. The Board shall determine all methods and means to carry on the operation of the schools, including automation.
- B. The Board shall not be arbitrary, capricious or discriminatory in the conduct of its rights under this Article.

ARTICLE 4
CONGRESS MEMBERSHIP

- A. Employees may make application for membership to Congress, according to the membership rules and guidelines of Congress. The Board of Education shall furnish the President of 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.

ARTICLE 5
PAID TIME OFF (PTO)

A. Paid Time Off (PTO).

1. Effective upon ratification, employees will cease accruing sick and emergency leave days, personal business days, and non-work days for those who work less than 235-day contract.
2. Effective upon ratification, an employee's accrued and unused sick and emergency leave days, personal business days, and non-work days, for those who work less than 235-day contract, will be converted to Paid Time Off (PTO) days.
3. The conversion shall be twelve (12) PTO days across-the-board for all full-time Congress members.
4. Effective July 1, 2020, any accrued and unused sick and emergency leave days, and personal business days shall be retained and rollover to the employee's PTO bank.
5. The accrued and unused portion of the annual PTO allowance may accumulate in the employee's PTO bank.

B. PTO Accrual.

1. Effective upon ratification, PTO shall be credited to each full-time Congress member on the first day of his/her employment in accordance with PTO accrual policies and procedures as established by the Board of Education.
2. Effective July 1, 2020, each full-time Congress member shall also accrue twelve (12) PTO each fiscal year. Accrued PTO days accumulate year to year in accordance with, and subject to, the Board's PTO accrual policy(ies) which be amended at the Board's discretion.

C. Use of PTO.

1. Employees accrue PTO days as of their first day of employment; however, newly hired Congress members shall be credited with, on a pro-rata basis, and may use their allocated PTO as of the effective date of hire.
2. PTO days will not accumulate while the employee is on layoff or unpaid leave of absence.
3. PTO days may be used in half-day increments.
4. PTO days may not be used to extend a vacation, holiday, or travel except in emergency situations.

5. Up to five (5) PTO days may be used for bereavement purposes.
6. Foreseeable absences must be submitted at least one (1) week in advance of the first day of absence. All other absences must be reported at least one (1) hour prior to start times or as soon as practicable under the circumstances.
7. If an employee separates from employment prior to the end of the school year, the Board shall deduct the cost incurred for any PTO day(s) the employee used, but not yet earned, will be deducted from the final paycheck (on a pro rata basis).

D. Bereavement Leave.

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 of up to three (3) days, paid without use of PTO days.
 - a. When an instance arises in which an employee requires additional time off associated with the death of an immediate family member, the employee would then be required to use PTO days. The absence may be granted upon written recommendation of the immediate supervisor for up to 2 PTO days. Paid bereavement leave associated with the death of an immediate family member shall not exceed five (5) days including three (3) bereavement days and two (2) PTO days.
 - b. A written approval for an unpaid extension of a bereavement leave following the death of an immediate family member exceeding the five (5) paid leave days may be granted at the discretion of the immediate supervisor.
 - c. Immediate Family Members include: An employee's spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece and first cousin.
2. Non-Family Member Funeral Leave. Employees may take one (1) PTO day to attend the funeral of a close, non-family member.
 - a. Additional PTO days for non-family member funeral may be granted depending on circumstances (e.g. travel).
 - b. Additional PTO days may be considered and granted by written recommendation from the employee's immediate supervisor.
 - c. No non-family member funeral leave shall exceed four (4) days of PTO.
 - d. A written approval for an unpaid extension of non-family member funeral leave exceeding the four (4) PTO days may be granted at the discretion of the immediate supervisor.
3. Employer may require verification subsequent the bereavement leave.

E. General.

1. An employee will be counseled by his/her immediate supervisor prior to the Board requiring an employee to present a Doctor's Verification of Illness or Disability Form with respect to PTO Days. In instances where the Board has reason to believe that

PTO days are being misused or has concern about the Employee's fitness for duty the Board may require the employee to present a Doctor's Verification of Illness or Disability Form.

2. The employee has the flexibility to utilize PTO days, where applicable, and can/should be used before an Employee goes on any district approved unpaid leave.
3. Resignation. Employees forfeit PTO days upon resignation.
4. Childhood/Communicable Diseases.

Congress members shall not be charged any PTO days for necessary absences of up to five (5) days resulting from the following childhood diseases: chicken pox, measles, mumps, whooping cough, impetigo, pink eye (conjunctivitis).

The statement of a licensed physician shall be required as proof of the cause of such absence.

5. Terminal Pay for Accumulated PTO upon Retirement.
 - a. Congress members who retire with a minimum of ten (10) years of District service shall receive \$50.00 additional terminal pay for each unused accumulated PTO day up to a maximum of 125 PTO days (prorated for fractional days).
 - b. If a Congress member employed by the Board deceases after retirement, but prior to payment of those benefits as described in provision A above, the said benefits shall be paid to the beneficiaries under the State retirement plan, or to the estate of that qualifying administrator.
6. Attendance Bonus.
 1. The intent of the attendance award is to reward Administrators that use two (2) or fewer PTO days during the entire school year. The maximum award is \$700.00.
 - a. Administrators who utilize two (2) or fewer PTO days during the first semester shall receive an attendance award of \$350.00.
 - b. Administrators who have utilized no more than two (2) PTO days for the entire school year will receive an additional attendance award of \$350.00.
 - c. Attendance award payments will be paid on the first pay period following the end of each semester.

ARTICLE 6

LEAVES OF ABSENCE

A. Extended Illness

Any employee whose personal illness or disability extends beyond his/her accumulated PTO days, he/she may 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, if applicable.

B. Religious Holiday Leave

PTO 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.

C. 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 released from work, with pay, for the time required for such court appearance.

C. Family and Medical Leave

The Board will maintain a written Family and Medical Leave Act policy and/or regulation and may be amended from time to time. Such policy will be in compliance with applicable law, regulations, and the following:

1. Any Employee on leave under FMLA shall accumulate seniority, but shall not accrue employee benefits during the period of leave; provided, however, that employees on an 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 planned for 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 an 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 an 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 purposes of determining an employee's eligibility for FMLA leave, a twelve (12) month rolling period, measured backward from the date an employee uses FMLA leave, will be utilized.
8. Employees will be required to utilize any accrued paid time off (PTO) excluding paid holidays, during their period of any leave under this subsection.

E. 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.

F. Detached Service Leave

A detached service leave may be granted to employees for one (1) semester or 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 Department prior to the start of the leave. An employee on leave shall notify the Human Resources Department, 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 H 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.

G. 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 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.

H. Miscellaneous

1. Leaves of absence under this Article, unless otherwise required by law, may only be granted after the completion of probationary service. Employees on leave of absence for other than military service, family and medical leave, or detached service, shall not receive years-of-service credit toward salary increments for the period of the leave.
2. 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 Department, 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. Purpose. The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to conflicts regarding the application of this Agreement. The parties may meet informally in an effort to resolve a dispute before it is reduced to a written grievance. Grievance proceedings shall be kept as confidential as appropriate.
- B. A grievance is a written claim, filed by an employee, a group of employees, or by the Congress, of improper application or interpretation of this Agreement. A grievance will specify the provision(s) of the Agreement which were allegedly violated and the manner in which the violation occurred.
- C. An individual employee may present a grievance and have the grievance adjusted without Congress representation if the adjustment is consistent with the terms of this Agreement. The Congress President will be notified of such adjustment. The Parties agree that adjustments do not set practice or precedent for future grievances.
- D. All alleged grievances shall be submitted promptly, responsibly and processed within reasonable time limits. A formal grievance must be filed within thirty (30) days of the date of the knowledge of the occurrence of that event, condition or circumstance of the events giving rise to the grievance.
- E. For purposes of this Article, the term Executive Director shall refer to the Executive Director of Human Resources or his/her designee.
 1. Step One.

An employee, employees, or the Congress shall provide the Executive Director a grievance. Within ten (10) days after the filing of the grievance, the Executive Director will meet with the grievant and Congress representative(s) to review the grievance. Withing fifteen (15) days following the meeting, the Executive Director shall respond, in writing, to the grievant and the Congress.

2. Step Two.

- a. If the grievance was not resolved at Step One, the Congress may demand submission of the grievance to arbitration in writing to the Executive Director. The arbitration demand must be submitted within ten (10) days of receipt of the Step One response, or within twenty-five (25) days after the Step One meeting, if the Executive Director provides no Step One response.
- b. After a demand for arbitration is filed, the parties may jointly agree to submit a grievance to mediation through the procedures of the Michigan Employment Relations Commission. If the parties so agree, then the time limits in this grievance procedure shall be held in abeyance unless and until the parties are unable or unwilling to resolve the grievance through the mediation process. The parties acknowledge that mediation is a voluntary, confidential, non-binding process designed to facilitate a mutually acceptable resolution to a dispute.
- c. Selection of the Arbitrator. Congress and the Board shall maintain a panel of three (3) mutually selected arbitrators. Each panel arbitrator shall be assigned a grievance to arbitrate on an alternating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove up to two (2) arbitrators from the panel during any six (6) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a mutually agreeable replacement panel arbitrator. The parties may agree to remove and replace a panel arbitrator at any time.
- d. Powers of the Arbitrator. The Arbitrator is empowered to decide any dispute regarding the interpretation, enforcement and application of the provisions of this Agreement, unless this Agreement expressly states the dispute is not subject to the grievance procedure. The Arbitrator shall have no power to add to, subtract from, disregard, or otherwise modify this Agreement or to establish or modify any salary rate or plan.
- e. Fees and Expenses. The parties shall share the fees and expenses of the Arbitrator equally. Each party shall bear all other arbitration related expenses it incurs.
- f. Both parties agree to be bound by the award of the arbitrator and agree that judgments thereon may be entered in any court of competent jurisdiction.
- g. 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 employee will be retaliated against for participating in any grievance proceeding.
- 2. The Employer will separate Grievances from the participants' personnel files.
- 3. The parties will respond to reasonable requests for information needed for the processing of grievances.

4. Any grievance filed during the life of this Agreement may be processed through the steps of this procedure, regardless of whether such time required may go beyond the expiration date of this document, subject to applicable law.
5. Timelines expressed in this Article may be mutually waived.
6. 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.
7. Employees, during the initial one (1) year of employment in a bargaining unit position, 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. However, this probationary period does not limit an employee's participation in a policy grievance. For purposes of this paragraph, a policy grievance is defined as a matter dealing with broad District policy, work rule, or decision that impacts this collective bargaining agreement and two (2) or more bargaining unit employees.

ARTICLE 8 EMPLOYEE DISCIPLINE

- A. All language regarding employee discipline can be found in the applicable Board policy(ies).
- B. Whenever an administrator is to be formally disciplined verbally or written for any violation of this Agreement and/or Board policy, directive, or practice, the administrator shall be entitled to have an opportunity to have present a representative of the Union.
- C. An administrator has the right to attach a rebuttal to any written discipline placed in his/her file.

ARTICLE 9 SENIORITY

- A. Definitions
 1. "Positions," for purposes of the Layoff and Recall Article, are as follows: Secondary Principal, Elementary Principal, Secondary Assistant Principal, Elementary Assistant Principal, and each additional job title held by a Congress bargaining unit member.
 2. "Position date" is the date on which an employee began working in a position.
 3. "Seniority Date" is the position date adjusted forward for days in which the employee was on any unpaid leave, except for Military Leave, FMLA Leave, Detached Service Leave, Congress Leave, Study Leave, or Sabbatical Leave.
 4. "Position End Date" is the last day an employee holds a Position.
 5. "Position Seniority" is the length of time between the Seniority Date and Position End Date for a single Position.

6. "Total Seniority" is the combined total of all Position Seniority held by a Congress member.
- B. Probationary Employees. All employees hired into a Position are on probation for the first 90 working days of their employment. All probationary employees are subject to dismissal at the will of the Board.
- C. An employee shall lose all seniority and is terminated from employment for any of the following reasons:
1. Voluntarily quits or retires
 2. Is discharged
 3. The employee is absent from work without notice for three (3) consecutive working days, absent exigent circumstances.
 4. Fails to return from approved leaves of absence on or before the appointed time, including recall from layoff
 5. Accepts other employment during leaves of absence, unless specifically provided for by this Agreement
 6. Falsifies pertinent information on his/her application for employment or other employment records
 7. Where settlement with the employee has been made for total disability
- D. Employment with the District Outside of Congress. A Congress member's Position Seniority is frozen for two (2) years or the length of his/her Total Seniority, whichever is shorter, if he/she accepts employment in a District position that is not covered by this Agreement. If he/she does not return to a Congress Position within such time, he/she loses all of his/her Position Seniority.
- E. Tie in Position Seniority
1. For purposes of Article 10 [Assignment], if Position Seniority between two individuals is equal, the following information, in the following order, will be used to break a tie:
 - a. The individual with the earlier date of first physically reporting for work in the Position shall be deemed to have more Position Seniority.
 - b. The individual with the earlier application date and time for the Position shall be deemed to have more Position Seniority.
 - c. The individual whose last four digits of his/her social security number are lower shall be deemed to have more Position Seniority.
- F. Seniority List
1. The District will prepare, and provide to the Union, a seniority list each January indicating the Position(s) held by each employee during his/her employment and the Seniority Date and Position End Date each employee held each Position.
 2. The Union may challenge the accuracy of the seniority report within sixty (60) days of the Union's receipt of same. If the accuracy of the list is not challenged within sixty (60) days, it shall be conclusively presumed to be correct and will be relied upon by

the District until a subsequent seniority list is completed. This provision does not limit the District's ability to correct errors on the seniority list at any time.

ARTICLE 10 ASSIGNMENT

A. Definitions.

1. "Positions", "Position Seniority", and "Total Seniority" are defined as indicated in Article 9 – Seniority.
2. A "Vacancy" is a permanently unoccupied bargaining unit position.
3. A "Temporary Vacancy" exists where a permanently assigned bargaining unit member is absent from work for more than five (5) consecutive days.
4. "Position Assignment" is the District building location or program an employee is regularly scheduled to report to work.
5. "Transfer" is voluntary movement of a bargaining unit employee into another Position Assignment that would not result in an increase in pay for the bargaining unit member.
6. "Involuntary Transfer" is the movement, at the Board's discretion, of a bargaining unit employee into another Position or Position Assignment.

B. Vacancies.

1. In filling positions within the bargaining unit, notice will be provided to employees by posting the vacancy online and by e-mailing a copy of the posting to the building principals.
2. A vacancy must be posted for at least five (5) working days before it may be filled permanently, unless the parties mutually agree to a shorter timeframe.
3. In order to be considered for a vacancy, a candidate must apply for it when posted, even though the candidate has a similar application on file.
4. In filling vacancies, applications from bargaining unit employees and non-bargaining unit individuals shall be considered.
 - a. Bargaining unit applicants who meet the minimum qualifications as set forth in the posted job description will be interviewed, provided the bargaining unit employee's most recent year-end evaluation rating was effective or higher.
 - b. Bargaining unit applicants who, in the previous six (6) months interviewed for the same Position, may be excused from interviewing for the vacancy.
 - c. If Human Resources determines qualifications are equal, preference will be given to the bargaining unit applicant over the non-bargaining unit applicant.
5. The Board's decision with regard to the filling of bargaining unit positions shall be final.

C. Acting Appointment.

1. The Board may assign Congress members to fill a vacancy while the Board works to post and fill the vacancy on permanent basis. Such acting appointments may not exceed sixty (60) consecutive working days, unless the parties mutually agree to an extension.
2. 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 that assignment, provided the employee would see an increase in pay. The employee would continue to receive the higher pay, when the acting assignment continues from the end of one school year into the next school year.
3. If an employee holds an Acting Appointment and is hired immediately thereafter into that Position, the employee's Position Date shall be adjusted to the first day of his/her Acting Appointment.
4. If an employee holds an Acting Appointment and is hired immediately thereafter into that position, the employee will be retroactively paid the difference in the rate between his/her pay rate and the pay rate of the acting appointment position from the first day of acting appointment, subject to a applicable law.
5. Exceptions may be made to the above upon the mutual agreements of the parties.

D. Temporary Assignments.

1. The Superintendent, or designee, may assign an individual, to fill a temporary vacancy for up to 60 (sixty) days or the length of an employee's absence, whichever is longer. In the event an Assistant Principal vacancy, the Principal of the building will select a member of the building's teaching staff to fill the temporary vacancy. If the selected individual accepts the temporary assignment, and such is permitted under any applicable collective bargaining agreement, the Principal will immediately notify the supervisor and Human Resources Department.
2. Congress members assigned to fill positions in a temporary capacity will be paid at the daily rate for that position upon the conclusion of the twentieth (20th) consecutive working day in that assignment, provided the employee would see an increase in pay. The employee would continue to receive the higher pay, when the temporary assignment continues from the end of one school year into the next school year.

E. Transfers.

- A. Any employee may request, in writing provided to the Executive Director of Human Resources, a voluntary transfer.
- B. Transfers are effective at the beginning of a school year. An employee requesting a transfer for the next school year must make the request between February 1 and March 1 of the current school year, or at a different time with mutual agreement of the parties.
- C. The final decisions for transfer and/or assignment rests with the Board. In considering transfer requests, the following may be taken into considerations:
 - a. Job performance as determined by annual evaluations, and
 - b. Length and areas of professional experience within the school district, and

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

F. Involuntary Transfers.

1. The Board reserves the right to involuntarily transfer employees into a different Position or Position Assignment. Employees will be given ten (10) days' notice, if possible, before an involuntary transfer.
2. An affected employee may, upon request, confer with the Executive Director of Human Resources/Legal Affairs regarding any proposed involuntary transfer, at which time the reasons for the involuntary transfer will be explained. Upon request of the affected bargaining unit member, the Executive Director of Human Resources/Legal Affairs will provide a written explanation for the involuntary transfer to the affected member.
3. The final decision as to involuntary transfers rests with the Board. In considering involuntary transfers, the following may be taken into consideration:
 - a. Job performance as determined by annual evaluations, and
 - b. Length and areas of professional experience within the school district, and
 - c. Applicable education and training, and
 - d. Instructional and operational needs within the school system.

G. Lay-off/Recall

1. The District retains the sole right to determine layoffs and recalls for teachers, as defined in MCL 38.71, and the following provisions do not apply to such individuals.
2. If the District determines a reduction in personnel is necessary, the District will notify Congress prior to Board action and the Superintendent will, upon request, meet with the Executive Board of the Congress to review the scope of the proposed reduction and the Position(s) to be affected. Such meeting may take place during a JLM meeting.
3. It is understood that the Board reserves the exclusive right to determine monetary savings to be achieved by reduction in personnel and/or operations and to determine Position(s) in which reduction(s) will be made, and the Executive Board of the Congress, after being provided with the notice identified in paragraph G(2) above, may present recommendations regarding such reductions to the Superintendent.
4. In determining which individual(s) will be reduced or eliminated within an affected Position, job performance, as determined by the administrator's most recent year-end annual evaluation rating will be the determining factor, with the employee with the lowest evaluation rating on the most recent year-end evaluation rating being identified for layoff. If the most recent year-end evaluation ratings are the same of all employees in the affected Position, the employee with the least Position Seniority will be identified for layoff.

5. Bumping.

- a. A non-probationary employee identified for layoff may, instead of being laid off, displace an employee in a bargaining unit Position he/she has Position Seniority, if the bumping employee's most recent year-end evaluation rating is better than that of the employee he/she seeks to displace. If the evaluation ratings are the same, the bumping employee must have greater Position Seniority than the employee he/she seeks to displace.
- b. A non-probationary employee who is displaced pursuant to this section may, instead of being laid off, displace another employee pursuant to the requirements in (a).
- c. An employee identified for layoff will only be considered for bumping if he/she invokes the bumping rights by notifying the Director of Human Resources pursuant to the form provided with the notice of layoff.
- d. An employee does not forfeit recall rights for failing to exercise bumping rights.

6. Recall.

- a. Employees laid off or identified for layoff and who exercised their bumping rights through the procedures set forth in this Article will be retained on a recall list for two (2) years or the length of his/her Total Seniority, whichever is shorter.
- b. Employees on the recall list will be recalled in reverse order of their layoff to vacancies in Congress Positions so long as the employee has previously held the Position and on his/her most recent year-end evaluation was rated as effective or higher.
 - i. Notice of recall will be sent to the employee at his/her last known non-District e-mail address, copied to the President of Congress, and sent via regular mail to his/her last known address. Employees are responsible for updating the Office of Human Resources/Legal Affairs, in writing, of any change in e-mail and physical address and failure to respond or report to work will not be excused for his/her failure to report a change in address.
 - ii. An employee must notify the Office of Human Resources/Legal Affairs within five (5) days of date of the e-mail and regular mail containing the recall notice whether he/she will accept re-employment.
 - iii. If an employee fails to respond to the recall notice within the time required, the employee's employment will be terminated.
 - iv. If an employee accepts the recall and does not physically report for work on the day indicated by the Director of Human Resources, the employee will be considered to have voluntarily quit and his/her employment will be terminated.
- c. Employees on the recall list may apply for any vacancy in the bargaining unit for which they qualify.
- d. Employees on the recall list may be assigned to Acting Assignments or Temporary Assignments at the Board's discretion.

- H. Exempt Administrators. An Exempt Administrator in the District who is identified for layoff may be appointed to a vacancy in a Congress Position he/she previously held, provided that he/she was rated as effective or higher on his/her most recent year-end evaluation.
- I. Nothing in this Article affects the rights provided for in the Michigan Teacher Tenure Act.

ARTICLE 11

REORGANIZATION

- A. It is recognized that the Board may reorganize bargaining unit positions and staff assignments, which includes, but is not limited to, changing the scope, duties, and responsibilities of certain positions in the bargaining unit and establishing new bargaining unit positions during the life of this Agreement. Accordingly, the parties agree that 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. This 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. Before the Board of Education takes action on a recommended change in scope, duties, and responsibilities of Congress positions or takes action on a new bargaining unit position, such proposed action will be offered for discussion at a JLMC meeting as discussed in Article 16. However, if such is not discussed at a JLMC meeting scheduled before the Board meeting at which the Board of Education may take action, the Superintendent, or designee, will meet with the Congress President, or designee, to discuss the proposed action.
- 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 that declining enrollment, school closings, declining funds, and other administrative reasons, including District priorities, may lead to a reorganization that could cause Congress positions to be eliminated, reorganized, combined or restructured.
1. Affected Positions.
- a. If the Board exercises its right to eliminate, reorganize, combine or restructure Congress positions, members in an affected positions will be considered for the redesigned position unless they are on a Performance Improvement Plan and provided they are currently rated as effective or highly effective.
- b. In considering the administrator, the following will be taken into consideration:
1. Job performance as determined by annual evaluations, and

2. Length and areas of professional experience with the school district, and
3. Applicable education and training, and
4. The District's needs as it relates to providing educational and instructional services to its students.

ARTICLE 12

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. Pay Grade/Classification Review. The Joint Labor/Management Committee ("JLMC") (Article 16) may review any request for reclassification or a pay grade change received from an Employee through Congress. Further, the JLMC may review any requests for reclassification or pay grade change requested by the Board.
- C. Procedures.
 1. An individual employee may initiate the reclassification/pay grade change procedure by submitting a formal request to the JLMC through Congress and the Board may initiate a reclassification pay grade change submitting a written request to the JLMC.
 2. The Board or any individual employee may withdraw her/his request at any time.
 3. The Superintendent will give due consideration to such recommendation; however, the Superintendent's decision shall be final.
- D. 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.
- E. 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.
- F. 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.
- G. The Superintendent will give due consideration to recommendations from the JLMC, however, the Superintendent's decision shall be final. and will be communicated to the Congress President or to Congress through JLMC. Further, recommendations shall not be deemed as precedent setting with respect to the master agreement or the operating procedures or practices of the Board.

ARTICLE 13
NEGOTIATION PROCEDURES

- A. The District and Congress may select representatives from within or without the school district. Neither party shall control the representatives of the other.
- B. The bargaining teams agree to present a tentative agreement to their respective governing bodies and recommend ratification.
- C. No final Agreement between the parties may be executed without ratification by the Board and by Congress pursuant to their bylaws.
- D. 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.
- E. If the parties agree to negotiate during the scheduled work day, members of the bargaining team shall be released from regular duties without loss of salary.
- F. If negotiations reach impasse, the parties will, at the request of either party, submit to the procedure described in MCL 423.207a.
- G. 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.
- H. Promptly upon ratification by the parties, the Board shall provide hard copies of the Agreement to Congress bargaining team members and make the Agreement electronically available to all members of the Congress.
- I. If both parties wish to amend this Agreement, such agreed-upon amendment(s) may be subject to ratification by the Board and the Congress, pursuant to their respective policies and bylaws. Any amendment to this Agreement is limited to its terms and has no effect on the remaining portions of the Agreement, including, but not limited to, the term of the Agreement.

ARTICLE 14
SITE-BASED, SHARED DECISION MAKING

- A. Site-Based Decision Making. The Board and Congress recognize that the effective operation of schools and the District is best obtained through Site-Based Decision Making. Such decisions shall be made at the school building level and shall involve the participation of teachers and school administrators, and may involve 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. Waiver Committee. A Congress Waiver Committee shall consist of the Superintendent, Executive Director of Human Resources, and the President of Congress, or designees. 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 JLMC, as provided in Article 15.

ARTICLE 15

JOINT LABOR/MANAGEMENT PROCESS

- A. 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 that 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.
- B. 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 up to three (3) members appointed by the Congress and up to three (3) members appointed by the Board, with one (1) such member from each party designated as a co- chairperson.
- C. 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 will, at the beginning of each school year, establish a standing monthly meeting. The President of Congress and the superintendent, or designee may mutually agree to cancel a meeting.

ARTICLE 16

COMPENSATION

- A. New Salary Schedule. The salary scales of Article 16, Appendix B (Administrative Salary Schedule) have been replaced by a *new* one-level, five-step 5 salary schedule with three-percent increase between each step.
- B. Effective July 1, 2020, the *new* Administrative Salary Schedule eradicates the former salary scales. The new salary schedule shall be implemented and applicable to all Congress members.
- C. Each Congress member, when placed on the new Administrative Salary Schedule, shall receive between a three – seven percent increase to their current annual base salary.
- D. Classification Clusters. The Agreement implements classification clusters associated with the *new* Administrative Salary Schedule. Congress positions are clustered as follows:

1. Supervisor/Coordinator
2. Assistant Principal
3. Director
4. Elementary Principal; and
5. Secondary Principal

E. Change in Work Schedules (School-Based Administrators only). The Agreement aligns work schedules for school-based administrators only. The alignment is based on building level assignment and is applicable as follows:

1. All elementary principals, assistant principals/AEO, supervisors, and coordinators shall be employed pursuant to a 211-day contract; and
2. All secondary principals, assistant principals/AEO, supervisors, and coordinators shall be employed pursuant to a 220-day contract. The reference to secondary administrators shall include middle and high school.
3. Effective July 1, 2020, the allocation of non-work days for school-based administrators shall be eradicated due to alignment of the contract work days in accordance with the Balanced Calendar and scheduled breaks.
4. All school-based administrators' salary will be paid evenly on a twenty-six (26) pay cycle.
5. School-Based Administrators are not required to work District intersessions as part of their contractual work days. Administrators who choose to work intersession shall be paid at the applicable rate in effect during the current school year in which the intersessions are scheduled.

F. Non-Work Days (Central Office Administrators only). Employees who work a 235-day contract or more work schedule shall receive non-work days.

1. Non-work days are a portion of the administrator's annual salary spread evenly over the fiscal year (normally 26 pay periods per year) for the purpose(s) of evenly distributing compensation across the balance calendar and/or school calendar and to balance contractual service within the school year.
2. Effective July 1, 2020, the allocation of non-work days for central office employees on 235-day contract shall be amended from twenty-five (25) days to fifteen (15) days.
3. The administrator will continue to receive the allocation for the ten (10) District closed non-paid days. The amendment only changes how administrators will see the days accumulated in their leave bank. This change has not adverse impact to the administrators' compensation and shall accurately balance the employee's work calendar for the year (e.g., 260 days).
 - a. Of the twenty-five (25) non-work days, the District shall set aside ten (10) upfront and apportion as applicable for the purpose(s) of the administrator being compensated during District closed non-paid days.
 - b. The fifteen (15) non-work days shall be used during any time of the calendar year with the employee's immediate supervisor's permission.
 - c. Non-work days must be used by June 30th each year.
 - d. Unused non-work days do not roll over to the following year and are forfeited upon resignation, retirement or termination.

- e. Non-work days may be taken during the District designated closed days and breaks. The total number of District-designated Holiday(s) and Break(s) may vary from year to year depending on the school calendar.
- f. Upon ratification of this Agreement, Congress bargaining unit members with an accumulation of unused non-work days shall have three (3) years to exhaust the excess days, not to exceed accrual of fifteen (15) days annually.

G. Placement on the New Salary Schedule

- a. Current administrators shall be placed on the salary schedule within their classification at the step increment that is equivalent to or greater than their current base salary (ensuring no reduction in the current base salary).
- b. Upon ratification, effective July 1, 2020, current administrators placed on the new salary schedule shall receive no less than a three percent increase to their annual base salary based on their current base salary.
- c. Newly Hired Administrators: 1st year Administrators shall be placed on step 1, 2nd year and beyond shall be placed on step 2.
- d. Exception may be considered based on recommendation of the Superintendent to Congress.

H. Advancement on the Salary Schedule: There shall be no automatic annual step increments. The *new* Administrative Salary Schedule is based on job performance and accomplishments as measured by the year-end evaluation rating, in which student growth and assessment data are significant factors.

- a. Advancement on the new salary schedule is pursuant to “ability to pay” triggers as established by the parties and year-end performance evaluation rating.

If advancement on the salary schedule is applicable, the following procedure applies:

- a. Employees may be eligible to advance one (1) step on the salary schedule if they receive a year-end evaluation of Effective or higher in each of the two (2) most recent years.
- b. Employees may not advance one (1) step on the salary if they receive a year-end evaluation of less than Effective in each of the two (2) most recent years.
- c. Employees may not advance a step on the salary schedule if they receive a year-end evaluation rating of Ineffective in the most recent year.
- d. This condition and language are subject to removal from the contract pursuant to rescission in legislation or at the Superintendent’s discretion if found unenforceable that advancement on the salary schedule be subject to student performance and the employee evaluation.
- e. Upon ratification, this language becomes effective and shall be implemented in 2020-2021 school year.

I. Recruitment and Retention Incentives: The Agreement provides for grant-funded recruitment and retention incentives to administrators, contingent upon available and sustainable funding.

1. New Hire Signing Bonus. A one-time new hire signing (“bonus”) may be provided to individuals newly hired and assigned to an administrator position represented by Congress.

- a. The parties agreed that the bonus is contingent upon available and sustainable grant funding.

- a. Effective July 1, 2020, new administrators hired into positions represented by Congress shall receive a one-time signing bonus of two thousand dollars (\$2,000.00). The amount of the one-time bonus may vary based upon the availability of grant funds.
 - b. The new hire signing bonus shall be distributed to new administrators in accordance with, and subject to, the Board's new hire signing bonus policy and guidelines, which may be amended at the Board's discretion.
- 2. Retention Bonus. An annual bonus may be provided to current Congress administrators. As required by the Revised School Code, the Board shall implement and maintain a method of compensation that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. Such compensation may include, but not be limited to, retention pay that may be awarded subject to the criteria established by the District. The Board will, in its sole discretion, and as provide by Board policy, consider paying a retention bonus every year in an effort to keep quality administrators.
- J. Longevity: The District shall include a longevity bonus payment in the administrators' last paycheck prior to the December break of the current year, for individuals who were employed in a Congress bargaining unit position on or before June 30, 2015, shall receive seven-hundred and fifty dollars (\$750.00).
 - a. New hires are eligible for longevity at the end of their fifth (5th) year of employment with the school district.
 - b. The longevity bonus shall be subject to all applicable state and federal withholding taxes. Employees must be actively employed with the school district in a Congress bargaining unit position on the date the bonus payment is effectuated to be eligible to receive the bonus payment. The parties agree that such bonus payments shall not constitute compensation under Section 3(A) of the Michigan Public Schools Employees Retirement Act, MCL 38.1303a.
- K. Internal Coverage (Providing Substitute Services). Building administrators (principal, assistant principal, coordinators, and supervisors) may provide internal coverage in the absence of a certified and/or qualified teacher.

"Providing Substitute Services" is defined as:

 - A. Providing coverage for an absent teacher during the regular school day and the facilitating job duties in their absence.
 - B. Building administrators performing temporary teacher responsibilities shall receive a payment of \$30 for a full day in additional to their regular daily compensation.
- L. Determination or Criteria for Payment. In the event that a teacher is absent from his/her teaching assignment and the absence has not been left vacant (due to illness, jury duty, personal days, etc.) and no other eligible staff member is available to cover the absence or vacancy, the Principal, Assistant Principal or building Coordinator or Supervisor may facilitate the work of the absent teacher or vacant position unfilled by a teacher.
- M. Procedure. The following procedure shall be followed prior to the Principal, Assistant Principal or building Coordinator or Supervisor provides substitute services:
 - a. No certified and or qualified teachers are available for coverage
 - b. No substitute teachers are available for coverage

- c. Teacher internal coverage is not applicable

When the regular procedure for attaining applicable teacher or substitute service has been exhausted, and if there is a need for internal coverage, the principal, assistant principal, and coordinator and supervisor shall provide substitute services.

Internal coverage will be reported on the Internal Coverage form and submitted with the regular payroll (Appendix D – Providing Substitute Services).

- N. Professional Development Compensation. Administrators required to attend professional development after working eight (8) or more hours that day, during the weekend, or on another day the administrator is not otherwise required to work, he/she shall be paid fifty-five dollars twenty-five cents (\$55.25) per hour for such hours. Such compensation is dependent on the availability of grant money to fund the payments.

ARTICLE 17

FRINGE BENEFITS

- A. Health Coverage. The District will provide health insurance benefits to regularly assigned full-time administrators and their eligible dependents through Blue Cross Blue Shield of Michigan, SB HSA 2000-0% (Rx 10/40/80), BCN HMO 500-20% (Rx 10/40/80), or BCN HMO 0% 10 OV (Rx 15/25). Annually, during the term of this Agreement, the District will pay on behalf of each eligible employee who elects coverage the lesser of the amount of the annual premium or the 2016 statutory hard cap amounts under MCL 15.563; \$6,142.11 for employees with single person coverage, \$12,845.04 for employees with two-person coverage, or \$16,751.23 for employees with family coverage. Eligible employees will pay any premium contributions through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District.
 - 1. 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.
 - 2. Medicare Reimbursement. 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.
 - 3. Cash-In-Lieu. For bargaining unit members who are eligible for health coverage benefits, but who are covered by, or choose to be covered by a spouse's health plan, will receive a cash-in-lieu payment of \$2,000 per school year paid in two equal installments of \$1,000 paid on the last pay date in the first and second semesters. Employees are not eligible for cash-in-lieu if named as a beneficiary on a District health insurance plan. Payment in lieu of insurance and elections to not be covered by health insurance are subject to the Employee meeting the requirements for opting out of health coverage established by the District and completing any required certifications.
- B. Long-Term Disability Insurance. The District will provide, without cost, long-term disability insurance to full-time administrators. The policy will provide a ninety (90) working day elimination period; reimbursement of up to sixty percent (60%) of gross contractual salary, with a monthly benefit maximum of \$3,000.

- C. Life Insurance. The District shall provide, without cost, to full-time administrators, group term life insurance protection that shall pay to the administrator's designated beneficiary the sum of fifty thousand dollars (\$50,000).
- D. Dental Care Insurance. The District will provide, without cost, dental care insurance for regularly employed full-time employees through the BCBSM Custom Blue Dental Plan. Benefits under such plan shall be in accordance with the terms of the Group Plan Policy. All regularly employed full-time employees shall be eligible for dental coverage from the District, even if the employee, the employee's spouse, or the employee's dependents have dental coverage paid by any other source. Employees with dental insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.
- E. All employees regularly scheduled to work less than full time but one-half time or more are entitled to receive contributions toward health coverage fringe benefits equal to one-half the amounts set forth in paragraphs A of this Article. Eligible employees will pay any premium contributions through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District.
- F. Employees are covered by the Public School Employees Retirement Act (Act 135, P.A.1945, as amended).
- G. Vision Care Insurance. The District will provide, without cost, vision insurance through MESSA VSP 2 to regularly employed full-time employees. Benefits under such Plan shall be in accordance with the terms of the Group Plan Policy. All employees shall be eligible for vision coverage from the district even if the employee, the employee's spouse, or the employee's dependents have dental coverage paid by any other source. Employees with vision insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 18
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. Further, the parties agree that all provisions in this agreement are limited in application to ensure compliance with the prohibitions contained in 423.215(3).
- B. This Agreement incorporates the entire understanding of the parties on all issues that were or could have been subject to negotiation. 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. 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 ratified this Agreement.
- C. The Congress agrees that employees should dress, speak, and behave in a manner that provides a positive model for students.
- D. 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.
- A. If school is cancelled due to inclement weather, Administrators are not required to work unless required to do so by the Superintendent.
- B. All articles and provisions of the parties' 2012-2015 Agreement and tentative agreements executed by the parties are to be combined with the terms of this Agreement to form the 2020-2022 Agreement.
- C. No party has relied upon any statements or promises that are not set forth in this Agreement. Changes to this Agreement are invalid unless expressly written and signed by the Parties.
- F. The parties agree to work collaboratively on any revisions to the administrators' handbook.
- G. An emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

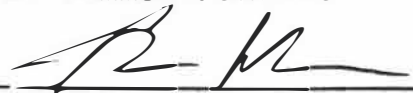
ARTICLE 19

DURATION

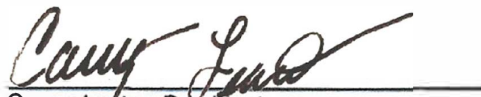
- A. This Agreement becomes effective **July 1, 2020** and shall remain effective until midnight on **June 30, 2022**. The parties agree to begin negotiations for a successor Agreement at least six (6) months prior to the expiration of this Agreement. If no Agreement has been reached by June 30, 2022, this Agreement will be automatically extended unless terminated by either party on ten (10) days' notice of termination to the other party.

IN WITNESS WHEREOF, the Parties hereto set their signs to execute this Tentative Agreement on the first date as written above:

FLINT COMMUNITY SCHOOLS



Cassandra Washington, Executive Director
Human Resources and Labor Relations

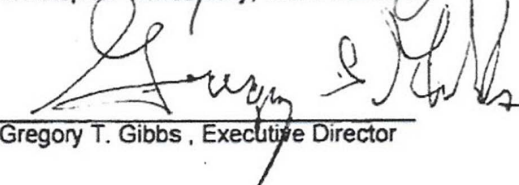

Anita J. Steward, Interim Superintendent


Casey Lester, President
Flint Community Schools Board of Education

CONGRESS OF FLINT ADMINISTRATORS


Eddie Thomas, President


Christopher Ochodnicki, Vice President


Gregory T. Gibbs, Executive Director

APPENDIX A
ADMINISTRATIVE SALARY SCHEDULE
2020 – 2022
(Annual Salary)

| 1 - Supervisor/Coordinator | | | | | | |
|-----------------------------------|-------------|---------------|---------------|---------------|---------------|---------------|
| Level | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 1 | 220 | 69,080 | 71,280 | 73,480 | 75,900 | 78,320 |
| 1 | 235 | 73,790 | 76,140 | 78,490 | 81,075 | 83,660 |
| Daily Rate | | 314 | 324 | 334 | 345 | 356 |

| 2 - Assistant Principals | | | | | | |
|---------------------------------|-------------|---------------|---------------|---------------|---------------|---------------|
| Level | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 1 | 211 | 66,254 | 68,364 | 70,474 | 72,795 | 75,116 |
| 1 | 220 | 69,080 | 71,280 | 73,480 | 75,900 | 78,320 |
| Daily Rate | | 314 | 324 | 334 | 345 | 356 |

| 3 - Directors | | | | | | |
|----------------------|-------------|---------------|---------------|---------------|---------------|---------------|
| Level | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 1 | 235 | 90,240 | 93,060 | 95,880 | 98,935 | 101,990 |
| Daily Rate | | 384 | 396 | 408 | 421 | 434 |

| 4 - Elementary Principals | | | | | | |
|----------------------------------|-------------|---------------|---------------|---------------|---------------|---------------|
| Level | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 1 | 211 | 74,694 | 77,015 | 79,336 | 81,868 | 84,400 |
| Daily Rate | | 354 | 365 | 376 | 388 | 400 |

| 5 - Secondary Principals | | | | | | |
|---------------------------------|-------------|---------------|---------------|---------------|---------------|---------------|
| Level | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 1 | 220 | 82,280 | 84,920 | 87,560 | 90,200 | 93,060 |
| Daily Rate | | 374 | 386 | 398 | 410 | 423 |

APPENDIX B
DISTRICT PAID HOLIDAYS AND CLOSED DAYS

- A. **Paid Holidays**: The District will be closed for ten (10) days in observance of following holidays. Employees shall b
1. Independence Day (4th of July) – not applicable to Building Administrators
 2. Labor Day
 3. Thanksgiving Break (Thursday and Friday)
 4. Christmas Eve
 5. Christmas Day
 6. New Year's Day
 7. Martin Luther King, Jr. Day
 8. Good Friday
 9. Memorial Day
- B. **District Closed Days**: The District designates ten (10) days as mandatory non-work days and will be closed. For Congress administrators employed on 235-day contract, the District shall utilize the ten (10) non-work days set aside upfront for apportion as applicable for the purpose(s) of the administrator being compensated for the following District closed non-paid days.
1. Day either before/after Independence Day – not applicable to Building Administrators
 2. Friday before Labor Day
 3. Wednesday before Thanksgiving
 4. Christmas Break (7 days, not including Christmas Eve, Christmas Day, or New Year's Day)

The number of District-designated Holiday(s) and Break(s) may vary from year to year based on the balanced calendar. A district-wide Balanced Calendar shall be published annually prior to the start of the school year.

APPENDIX C

BALANCED CALENDAR – 2020-2021 SCHOOL YEAR

2020-2021 Flint Community Schools- Balanced Calendar

| | | | |
|--|---------------------------------------|--|-----------------|
| | Instruction | | Holidays/Breaks |
| | Prof. Dev. | | Intersession |
| | District Closed/Non-instructional Day | | |

| | |
|--|--------------------------|
| | Count Days/Records Day |
| | District Welcome/Opening |

| July 2020 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| July | | TE |
|------|------------------------------------|----|
| 2 | Independence Day | |
| 3 | District Closed | |
| 6 | Secondary Principal/AP/AEO Report | |
| 20 | Elementary Principal/AP/AEO Report | |
| 0 | | 0 |

| January 2021 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| January | | TE |
|---------|---------------------------------------|----------------------|
| 1 | New Year's Day | 4 School Resumes |
| 11-14 | 1st Semester Exams [1/2 days HS only] | |
| 15 | Records Day [No Students] | |
| 18 | Martin Luther King Jr. Day | |
| 27 | Students 1/2 day | Staff PD (afternoon) |
| 18 | | 19 |

| August 2020 | | | | | | |
|-------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| August | | TE |
|--------|---|----|
| 3 | District Welcome/Teacher/Para Report | |
| 4 | Teacher/Para Work Day [No Students] | |
| 5 | Students Report [Full Day] | |
| 7 | Princ/Teachers Work Day [No Students]- Staff PD | |
| 15 | | 18 |

| February 2021 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

| February | | TE |
|----------|---------------------------------|----------------------|
| 10 | Count Day | |
| 15 | President's Day/District Closed | |
| 16-19 | Intersession | |
| 24 | Students 1/2 day | Staff PD (afternoon) |
| 15 | | 15 |

| September 2020 | | | | | | |
|----------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| September | | TE |
|-----------|------------------|----------------------|
| 4 | District Closed | |
| 7 | Labor Day | |
| 8-11 | Intersession | |
| 30 | Students 1/2 day | Staff PD (afternoon) |
| 16 | | 16 |

| March 2021 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| March | | TE |
|-------|-------------------|----|
| 29-31 | Spring Break Week | |
| 20 | | 20 |

| October 2020 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| October | | TE |
|---------|------------------|----------------------|
| 7 | Count Day | |
| 28 | Students 1/2 day | Staff PD (afternoon) |
| 22 | | 22 |

| April 2021 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| April | | TE |
|-------|------------------------------|----------------------|
| 1 | Spring Break | |
| 2 | Good Friday | |
| 5-9 | Intersession | |
| 12-30 | M-STEP Testing [Gr 5, 8, 11] | 13 SAT Testing |
| 12-30 | MI-ACCESS Testing | |
| 28 | Students 1/2 day | Staff PD (afternoon) |
| 15 | | 15 |

| November 2020 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| November | | TE |
|----------|---|----|
| 2-6 | Intersession Days | |
| 3 | Election Day [No Intersession/Staff/Students] | |
| 25 | District Closed | |
| 26-27 | Thanksgiving Day/Break | |
| 13 | | 13 |

| May 2021 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| May | | TE |
|------|-----------------------------|----------------------|
| 1-7 | M-STEP [Gr 5, 8, 11] | |
| 3-28 | M-STEP Testing [Gr 3, 4, 7] | |
| 3-28 | MI-ACCESS Testing | |
| 26 | Students 1/2 day | Staff PD (afternoon) |
| 28 | District Closed Day | |
| 31 | Memorial Day | |
| 19 | | 19 |

| December 2020 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| December | | TE |
|----------|-----------------|----|
| 21-23 | District Closed | |
| 24 | Christmas Eve | |
| 25 | Christmas Day | |
| 28-31 | District Closed | |
| 14 | | 14 |

| June 2021 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| June | | TE |
|-------|---|----|
| 14-17 | 2nd Semester Exams [1/2 days HS only] | |
| 18 | Records Day [No students]-Teacher/Para Last Day | |
| 25 | Building Admin Last Day (Principal/AP/AEO) | |
| 13 | | 14 |

