

PROFESSIONAL AGREEMENT

between the

**LINDEN COMMUNITY SCHOOLS
ALIGNED ADMINISTRATORS**

and the

**LINDEN COMMUNITY SCHOOLS
BOARD OF EDUCATION**



July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

Subject	Page
PURPOSE.....	2
EMPLOYMENT & DUTIES.....	3
CONTRACT VALIDITY.....	3
COMPENSATION & RELATED TOPICS.....	3
TENURE.....	4
FRINGE BENEFITS.....	4
GRIEVANCE PROCEDURES.....	7
CONTRACT PERIOD.....	7
MISCELLANEOUS.....	8
TRANSFER & REASSIGNMENT.....	8
PRIOR EMPLOYMENT AGREEMENTS.....	8
MODIFICATION.....	8
ENTIRE AGREEMENT.....	9
SALARY RECOGNITION.....	9

PURPOSE

The agreement covers the administrators employed as the High School Principal, High School Assistant Principal, Middle School Principal, Middle School Assistant Principal, Elementary Principals, and the Athletic Director/High School Assistant Principal. This agreement shall not have application to those employed on an interim basis.

All employees will be employed under the terms of an individual employment contract, which shall be made specifically subject to the terms and conditions of this agreement. This agreement will be referenced in each individual employment contract. As such, the agreement supersedes and cancels all prior contracts, all prior practices whether written or oral and it expresses all the obligations of and restrictions imposed upon the Board of Education.

This agreement is reviewed annually through procedures established by the Superintendent and it is adopted by the Board of Education. This agreement is not subject to amendment, either verbally or in writing, without the approval of the Board of Education.

WITNESSETH:

- 1. EMPLOYMENT & DUTIES** - The District hereby employs the individual listed within this contract to perform such duties stated in the job description and as may be assigned from time to time by the Superintendent. The Employee represents that he/she is duly qualified to perform the duties required of the position and to obey and fulfill the rules and regulations as established by the Board of Education of Linden Community Schools and to carry out its education program and policies during the entire term of this contract. The Employee is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education. The salaries set forth in this agreement are based upon a specified number of workdays as follows:

Position	Work Days per Year
High School Principal	225
Middle School Principal	225
Elementary Principal	220
Assistant Middle School Principal	220
Assistant High School Principal	220
District Athletic Director/Asst. H.S. Principal	220

- 2. CONTRACT VALIDITY** - This Contract shall not be valid unless the Employee shall have such qualifications for the employment position herein designated as determined by the Board at the time the contractual period shall begin, and this Contract shall terminate if the Employee shall at any time fail to possess any such qualifications. This includes, but is not limited to, certification and/or licensure requirements established for the position by the Board or the State of Michigan. In the event the State of Michigan does not maintain the administrative certification program on an ongoing basis, employees must continue to meet the educational standards formerly required under the program.
- 3. COMPENSATION & RELATED TOPICS** - The salary for the contract period shall be as herein set forth in Appendix A. The District is authorized to make such payroll deductions as may be required by law or authorized by the Employee and such sums as have not been earned due to absence from employment. The Board agrees to pay the Employee for his/her services during each year of said contract in twenty-six (26) bi-weekly installments. The Board will not reduce the salary and fringe benefits for succeeding years below the current year's salary and fringe benefits unless mutually agreed otherwise.
- A. If an employee works less than a full fiscal year, the salary will be adjusted accordingly.
 - B. Absent agreement with the employee, the length of the work year will not be reduced. In the event the length of the work year is permanently increased, the salary will be adjusted accordingly to reflect the additional days on which the employee was directed to work.
 - C. The District may establish the salary of newly hired administrators at up to ten percent (10 %) less than the rates referenced in Appendix A. Assuming the probationary administrator's performance is satisfactory, the administrator's pay will reach the maximum at the beginning of the third year of employment. In general, employees with an unsatisfactory performance evaluation will not be advanced in salary. Should the Superintendent and/or his designee determine sufficient improvement in performance has taken place, some or all of the salary advancement may be granted.
 - D. Employees will work on all instructional days. The distribution of non-student days will be subject to annual review and approval of the Superintendent or his/her designee.
 - E. If the Superintendent requests in writing that administrators attend meetings or events outside of their regular job responsibilities, they will be given the option of payment for the time in question or compensatory time off.

- F. A single payroll deduction shall be available for fixed or variable insurance option programs accessible through the Business Office.
 - G. The District will make a cash payment of \$3,400.00 annually to each employee via two installments of \$1,700.00 (December and June). All regular withholding will apply to the district and the individual. All regular withholding will apply to the district and the individual. The payment will be made in a separate check. For this and all future years, additional compensation described above in the Professional Agreement is deemed a stipend and will not become part of the annual salary for the following year.
 - H. Mileage and expenses will be reimbursed to the employee at the rate(s) established by the Board of Education. There will be one rate established for all employees.
4. **TENURE** - The Employee shall not acquire tenure as an administrator by virtue of this contract of employment but may acquire continuing tenure as a classroom teacher to the extent afforded by the law.
5. **FRINGE BENEFITS** - The Employee shall be entitled to the following fringe benefits as stated below while employed by the District
- A. **Insurance Benefits:** In accordance with Public Act 152, the Board will pay up to the hard cap established annually by the State Treasurer towards the group hospitalization and major medical insurance including a prescription drug plan, vision, and dental plan provided and selected by the Board. Employees who are eligible for health insurance but who do not enroll will have the option of electing cash option in lieu of health benefits at fifty (50) percent of the premium for which he/she would have been eligible or the district cost, whichever is less.
 - a. The Board of Education reserves the right to select or change insurance administrators and/or underwriters and to establish a qualified cafeteria plan.
 - b. In the event the Board elects to institute any changes under this section, comparable plans to those in effect will be maintained. Prior to the implementation of any changes, the Superintendent or his designee, will meet with a representative group of employees to receive input regarding the changes.
 - c. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the complaint procedure set forth in this agreement.
 - d. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. In the event the employee or eligible dependent(s) are denied coverage, the Board of Education shall have no liability for premium or other payments.
 - e. The District's sole responsibility under this section is to pay insurance premiums on behalf of eligible employees and their eligible dependents as determined by the District.
 - f. An employee eligible for health insurance benefits as defined herein shall not be eligible to enroll for District paid premiums for an insurance benefit if he/she is enrolled under another plan within the District (e.g. enrolled under spouse's plan) or is enrolled in a plan through another employer.
 - g. Insurance premium contributions will commence the first day of the month following the first day of employment. Insurance benefits will be continued during periods required

under the Family Medical and Leave Act. Board insurance premium contributions shall cease to be paid on the effective date of severance from employment, on the effective date of layoff and while collecting long-term disability benefits.

- h. Administrators, and their eligible dependents enrolled in the district health insurance plan, will be covered up to one year if the administrator is on active military duty.

B. Life Insurance: The Board will provide and pay for group term life insurance in the amount of two times (2x) the Employee's annual salary with \$100,000 being minimum. Board selected.

C. Long Term Disability (LTD): The Board will pay for long-term disability insurance (employee only) which provides disability pay at seventy (70%) of monthly payments after a (60) calendar day waiting period. Board Selected.

D. Paid and Unpaid Leave Days:

- a. Twelve (12) sick days will be credited each contract commencement date. There shall be no limits on accumulation.
- b. At the end of each school year, an administrator may be compensated by the Board at the rate of 25% of the administrator's daily pay (calculated on base salary) for sick days accumulated over seventy (70) days, not to exceed twelve (12) days per year, or the administrator may elect not to receive compensation for these days and have them added to his/her accumulated sick days.
- c. A severance payment will be offered, except in cases of discharge, on the basis of unused accumulated sick days. A lump-sum payout of twenty-five dollars (\$25.00) per unused sick day to a maximum of two thousand dollars (\$2000.00) shall be made.
- d. Up to four (4) days (32 hours) per year may be authorized by the Superintendent or his designee for personal business. The uses of such day(s) are restricted to conducting activities, which cannot be scheduled outside of working hours.
- e. Subject to the approval of the Superintendent, flextime will additionally be afforded to conduct personal business.
- f. Requests for personal business days must be submitted at least seventy-two (72) hours in advance unless the employee can demonstrate conditions did not allow the timeline to be met.
- g. In the event an employee is absent from work due to a compensable injury under the Worker's Compensation Act, the employee paid leave time provisions above will be prorated basis to the extent permitted by law to offset the differences between the regular daily salary and the amount provided under the Act for a period equal in length to the disability plan elimination period.
- h. Employees will be provided up to three (3) leave days for each instance of death in the immediate family. Immediate family shall include but is not limited to a child, sibling, spouse, parent, father-in-law, mother-in-law, grandparent, or grandchild. Exceptions for additional bereavement leave may be granted by the Superintendent. Such exceptions for additional bereavement shall not be used as precedent-setting.
- i. Employees required to report for jury duty during working hours will be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.

- j. The District reserves the right to direct an employee to supply a doctor's verification or other information to support the reason for an absence.
- k. The District reserves the right to send the employee to a District-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service.
- l. An employee who is ill or disabled (including Worker's Compensation), may be granted an unpaid leave for a period up to eight (8) months from the last day the employee was at work. The employee must make an application in writing, which must be accompanied by a physician or other appropriate licensed professional statement indicating the nature of the illness or disability and the anticipated date of return.
- m. To the extent authorized by law, paid leave time may be required to be used and will be counted for purposes of computing unpaid leave time available under the Family Medical and Leave Act for eligible employees.
- n. Holidays: The following are considered paid holidays (counted towards contractual days) for the administrator: Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, three days between Christmas and New Years, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day.

G. Continuing Education:

- a. The Board of Education agrees to reimburse the employee for up to twelve (12) credit hours per year for tuition and fee reimbursement for graduate classes completed each fiscal year. Alternative routes to administrator certification may also be authorized by the superintendent (e.g., MASSP Path to Leadership).
- b. Classes must receive prior approval of the Superintendent and, generally, a grade of not less than 3.0 to be eligible for reimbursement. With the exception of weekend classes, no more than two (2) classes may be taken simultaneously during the time in which Linden students are in attendance
- c. The Board of Education will pay for professional dues for qualified educational organizations, which are related to the employees' position. Professional dues will be paid by the Board for professional organizations approved by the Superintendent up to \$500 per administrator per school year.

H. Leave of Absence:

- 1. The Employee may be granted an unpaid leave of absence for up to one (1) calendar year for personal, family, illness, accident, or other legitimate reasons.
- 2. Written application for such leave shall be made by or for the employee to the Superintendent of Schools. The Superintendent shall use his/her discretion in making a recommendation to the Board of Education for or against the request.
- 3. Length of service will not be affected during the leave of absence.

I. Retirement Benefits: Per MPSERS

K. Snow Days/Inclement Weather/Other Conditions: It is the Employee's obligation to come to work, if at all possible, on days on which the District is closed due to inclement weather or other conditions not within the control of the District. Superintendent reserves the right to cancel all district operations if conditions warrant.

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

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

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

LEVEL ONE

In the event the problem is not satisfactorily resolved and the grievance is intended to be carried forward, the grievance shall be submitted in writing to the Superintendent within twenty (20) school days after the occurrence of the event upon which the grievance is based. During the period of the next ten (10) school days, the grievant and/or the Association shall meet with the Superintendent to attempt a resolution to the grievance. A written response shall be returned to the Association and a copy to the grievant, within five (5) school days of said meeting.

LEVEL TWO

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

LEVEL THREE

If the decision of the Board is not satisfactory to the grievant or the Association, the grievance may be submitted to Arbitration within thirty (30) calendar days of the receipt of the written decision at Level Two. Said letter of intent to proceed shall be made simultaneously to the Board and to the American Arbitration Association requesting the selection of an impartial arbitrator through the processes of the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to alter, modify, add to, detach from or in any way change the specific and expressed terms of this contract or any portions of Board policy or rules incorporated therein.

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

7. CONTRACT PERIOD - This contract shall commence on July 1, 2023. Effective July 1, 2023, the length of this contract will be for three (3) years and ending June 30, 2026. It shall be renewed by the Board annually. The Superintendent shall review the performance of the Employee each year and shall issue a recommendation to the Board of Education before June 30 indicating whether or not the Employee's contract should be extended for an additional year. The board agrees that notice of non-renewal of this contract may be only given for a reason that is not arbitrary and capricious. The Employee will be notified of the recommendation in writing and if no action is taken, the Employee's contract will be considered as extended for a period of (1) year. Standards for non-renewal of contracts shall be governed by the Michigan School Code, MCL 380.132; MSA 15.4132.

Those administrators receiving either highly effective or effective ratings shall be recommended for an extension. Those administrators receiving either minimally effective or ineffective ratings shall not be

recommended for extension, and shall be placed on an improvement plan designed to assist the administrator in their attempt to improve the rating on his/her next annual evaluation.

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party with ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, be given written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party, giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year-to-year thereafter subject to notice of termination by either party with sixty (60) days written notice prior to the current year's termination date.

Administrators hired after September 1, 1995, may serve a probationary period not to exceed two (2) years. During the probationary period, the individual employment contract of the employee will not be terminated for reasons that are arbitrary or capricious.

The Board of Education may terminate the individual employment contract of a non-probationary employee during the term of the contract for just or reasonable cause.

In the event that the District undertakes to terminate the employee during the term of an individual employment contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board of Education. In the event of termination of employment during the term of this contract, this contract shall automatically terminate and the District shall have no further obligation hereunder.

8. **MISCELLANEOUS** - The District agrees to provide errors and omission insurance coverage for employees to cover incidents, which arise while the employee is acting within the proper scope of his/her authority under Board Policy and the law. The levels and limitations of the policy are determined by the Board of Education.

Any overpayment in relationship to wages, benefits, sick leave, or insurance premiums in excess of the District's contribution under this agreement will be subject to either: 1) payroll deduction as a condition of this agreement pursuant to the authority set forth in MCLA 408.477, 2) payment plan reimbursement mutually agreed upon, or 3) work the requisite days to cover the overpayment.

9. **TRANSFER & REASSIGNMENT** - The Employee acknowledges that during the term of this contract, he/she may be subject to transfer or reassignment by the Superintendent of Schools or the Board of Education. Notice of transfer or reassignment shall be given in writing to the Employee for the following school year as soon as practicable but no later than May 1st, barring any unforeseen circumstances. Administrators reassigned after May 1st to a position compensated at a lesser rate of pay than their current position will receive their current rate of pay for the following school year only.
10. **PRIOR EMPLOYMENT AGREEMENTS** - Upon the execution of this Contract, the Board and the Employee agree that all prior written employment agreements between the parties are expressly terminated and of no legal effect.
11. **MODIFICATION** - The District reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modifications in any subsequent agreement with the Employee as may be permitted by law. This Contract may only be modified by a subsequent written agreement executed by the same parties or their successors in office, following official Board approval. Oral promises or covenants between the parties, whether made prior to or after the execution of this

Contract, shall not modify any provisions of this Contract and shall be of no legal effect.

12. ENTIRE AGREEMENT - The parties expressly agree that this is their entire Contract. All prior oral agreements, covenants, or understandings between the parties are merged in this Contract.

13. SALARY RECOGNITION - The compensation for the term of this contract will be:

For the period July 1, 2023-June 30, 2024, [Employee Name]'s base salary shall be [\$XXX,XXX.XX];

For the period July 1, 2024-June 30, 2025, [Employee Name]'s base salary shall be [\$XXX,XXX.XX];

For the period July 1, 2025-June 30, 2026, [Employee Name]'s base salary shall be [\$XXX,XXX.XX].

IN WITNESS WHEREOF the parties have set hereunto their hands and seals this day and year above written.

EMPLOYEE: _____

DATE: _____

SUPERINTENDENT: _____

DATE: _____

BOARD SECRETARY: _____

DATE: _____

**APPENDIX A
SALARY COMPENSATION**

	2023-2024	2024-2025	2025-2026
HS Principal			
1	\$102,736.98	\$104,791.72	\$106,887.55
2	\$107,193.03	\$109,336.89	\$111,523.63
3	\$111,647.92	\$113,880.88	\$116,158.50
MS Principal			
1	\$99,744.50	\$101,739.39	\$103,774.18
2	\$104,069.96	\$106,151.35	\$108,274.38
3	\$108,395.40	\$110,563.31	\$112,774.57
Elem Principal			
1	\$96,301.87	\$98,227.91	\$100,192.47
2	\$100,478.05	\$102,487.61	\$104,537.36
3	\$104,654.21	\$106,747.30	\$108,882.24
HS Asst. Principal			
1	\$92,263.31	\$94,108.58	\$95,990.75
2	\$96,263.39	\$98,188.65	\$100,152.43
3	\$100,263.46	\$102,268.73	\$104,314.10
MS Asst. Principal			
1	\$87,024.73	\$88,765.22	\$90,540.52
2	\$90,798.57	\$92,614.54	\$94,466.83
3	\$94,571.23	\$96,462.65	\$98,391.90
District AD/HS Asst. Principal			
1	\$84,094.67	\$85,776.57	\$87,492.10
2	\$87,740.66	\$89,495.48	\$91,285.39
3	\$91,386.64	\$93,214.38	\$95,078.66

