

# **Collective Bargaining Agreement**

**Between**

**Board of Education of the School  
District of the City of Flint**

**and**

**United Teachers of Flint, Inc.**

**Effective through August 31, 2014**

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**AGREEMENT BETWEEN  
BOARD OF EDUCATION OF THE CITY OF FLINT  
AND UNITED TEACHERS OF FLINT, INC.**

**PREAMBLE**

This Agreement, which is effective September 25, 2012 and remains effective until midnight on August 31, 2014, sets forth the terms and conditions of employment for members of the United Teachers of Flint, Inc.

**ARTICLE 1**

**Recognition**

A. The Board hereby recognizes the UTF as the exclusive bargaining representative for regular employees of the Board, EXCLUDING those employees listed in Appendix A to this Agreement. Adult education teachers were accreted to the UTF bargaining unit on December 17, 1985, pursuant to authority vested in the Michigan Employment Relations Commission, Case No. R85 F-166 (See Appendix Z). Head Start teachers were accreted to the UTF bargaining unit on June 4, 1986, pursuant to the authority vested in the Michigan Employment Relations Commission, Case No. R86 C-125. (See Appendix Z-I) Guest teachers were accreted to the UTF bargaining unit on June 14, 1988 pursuant to the authority vested in the Michigan Employment Relations Commission, Case No. R86 L-372. (See Appendix Z-2 and Article 28)

B. **Definitions**

1. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the UTF in the bargaining unit as above defined, unless otherwise indicated.
2. The terms "Board" and "UTF" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "UTF" as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
3. References to male teachers shall include female teachers.

## ARTICLE 2

### Teacher, UTF Rights

- A. The teachers and the UTF, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.
- B. The UTF 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. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the UTF, either on or off school premises as long as the insignia or identification does not disrupt the climate of the instructional process. Members specifically authorized by the UTF shall be given access to the teachers' mailboxes for distribution of informational materials, and the UTF and its members shall be permitted use of a bulletin board in each building designated for teachers' information, which shall be located to the extent possible in areas not frequented by students, provided that all such information and material is identified with the organization's or the author's name, and further provided that one copy is always given to each building administrator. Twenty-five copies of each district-wide UTF newsletter or flyer will be sent to the Office of Human Resources/Legal Affairs.
- C. 1. In each school year during the term of this contract, sixty (60) days shall be provided to the UTF elected officers or committee chairpersons for the purposes 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, provided that the UTF shall pay for the cost of any necessary guest teachers. The UTF may purchase an unlimited number of additional days for the aforesaid purposes, provided the UTF pays for the cost of teacher salaries. No release time shall be granted unless the UTF notifies the Office of Human Resources/Legal Affairs in writing three (3) days in advance of the proposed absence.
2. The Board agrees that one teacher designated by the United Teachers of Flint will, upon request, be granted a leave of absence for not less than one (1) semester without pay and fringe benefits for the purpose of serving in an official office of the United Teachers of Flint. Upon return from such leave, the teacher will be considered as if he/she were actively employed by the Board during the leave for the purpose of placement on the salary schedule.

- D. The Board agrees to furnish to the UTF in response to written requests from time to time all available information concerning the financial resources of this district, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the UTF to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.

Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the UTF of that fact prior to the reaching of a final decision with respect thereto and will give the UTF the opportunity to meet with either the Financial Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.

- E. Duly authorized representatives of the UTF shall be permitted to transact official UTF business on school property provided that this shall not interfere with or disrupt normal school operations. Authorized representatives of the UTF other than assigned building staff shall check in at the office upon entry into the building.

### **ARTICLE 3**

#### **Board Rights**

The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all the 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, but not intended to convey additional rights not previously enjoyed by the Board under the predecessor agreement, or before adult education teacher amendments to the 1985-88 Master Teacher Contract in the instance of the operation of the adult education program, or before Head Start teacher amendments to the 1985-88 Master Teacher Contract in the instance of the operation of the Head Start program, are the following:

- A. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
- B. 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; and to promote and transfer all such employees;

- C. To establish grade levels, and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids;
- E. To carry on an evaluation of program and to evaluate the effectiveness of individual teacher performance;
- F. To initiate and carry out the means of obtaining financial support for the school district.

## **ARTICLE 4**

### **Membership, Fees and Payroll Deductions**

- A. All teachers shall, as a condition of continued employment by the Board:
  - 1. Maintain membership in the UTF, or
  - 2. Pay a representation fee equivalent to the amount of dues uniformly required of members of the UTF (which dues shall include the dues of the MEA and NEA), less any amounts not permitted by law.

The UTF will certify at least annually, or in the instance of adult education teachers, as often as required by the Business Office but not more often than monthly, to the Board the amount of said dues and the amount of the representation fees to be deducted by the Board, and that said representation fees include only those amounts permitted by law.

- B. Any teacher now employed by the Board who is not a member of the UTF and any teacher hereafter employed by the Board within thirty (30) days from the date of execution of this Agreement, or within thirty (30) days from the date of employment, or within thirty (30) days after the indemnity hereinafter mentioned is received and approved by the Board, whichever date is later in point of time, shall make application for membership in the UTF (which shall include membership in the MEA and NEA) or pay a representation fee equivalent to the amount of dues uniformly required of members of the UTF (which dues shall include the dues of the MEA and the NEA), less any amounts not permitted by law, if membership is not desired. The Board also agrees to deduct MFT/AFT dues when requested by the member.

- C. Any teacher may sign and deliver to the UTF an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between August 1 and August 31 of any subsequent year. (See Appendix V, Leaves of Absence, No. 7.)
- D. Upon presentation of the assignment by the UTF to the business office of the Board, deduction shall be made for dues, representation fees, or voluntary contributions in twenty (20) equal installments beginning in September and continuing through June except that,
1. Deductions for teachers employed after the opening of school shall be computed according to the following formula: Total fee divided by twenty (20) multiplied by twice the number of months remaining in the school year after date of employment.
  2. The sums computed under Paragraph 1 of this Subparagraph D shall be deducted in equal installments beginning the first full month following employment.
  3. Any dues or fees erroneously deducted by the Board and transmitted to the UTF or the Michigan Education Association shall be refunded to the Board or the teacher upon demand.
  4. If a teacher, after all other authorized or mandatory deductions or garnishments, shall not have sufficient funds due to him to provide for the payment of said dues or representation fees, no sums shall be deducted, and the UTF shall assume the duty of direct collection from the teacher. The UTF shall assume the same responsibility in all cases where no deductions have been made because a teacher's earnings are insufficient during any pay period to pay such dues or representation fees.
- E. In the event that a teacher fails to pay the membership dues or representation fees, the Board shall, as of the end of the semester in which said failure occurs, deduct the specified representation fees from the bargaining unit member's salary and remit the same to the UTF. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article shall, upon notice from the UTF, constitute reasonable and just cause for payroll deduction of representation fees.
1. The procedure in all cases of payroll deduction of representation fees for violation of this Article shall be as follows:
    - a. The UTF shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the

non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for payroll deduction of representation fees will be filed with the Board in the event compliance is not effected.

b. If the teacher fails to comply, the UTF shall file charges in writing, with the Board, and shall request payroll deduction of representation fees. Payroll deduction of representation fees shall be in one lump sum. A copy of the notice of non-compliance and proof of service thereof shall be attached to said notice.

- F. The Board of Education shall furnish the UTF with the name and address of any newly hired teacher whose position is included in the bargaining unit within two (2) weeks, and within four (4) weeks in the instance of adult education teachers, from the date of employment. The UTF, upon request, shall from time to time promptly deliver to the Board an alphabetical list of all members of the UTF in good standing. The Office of Human Resources/Legal Affairs shall provide each newly hired teacher a copy of the Master Teacher Contract.
- G. The UTF shall furnish the Board a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the Board, whether for membership dues or representation fees, the Board agrees, on the date deductions are made, to remit said deductions to the UTF, accompanied by the alphabetical list of teachers for whom such deductions have been made.
- H. Should payroll deduction of representation fees as provided in Section E be found contrary to law by an administrative tribunal or court of competent jurisdiction, Section E from the 1977-79 Flint Master Teacher Contract shall be deemed in effect and the parties shall meet to discuss its implementation.
- I. Indemnification of District. This Article shall not become operative until the UTF and the Michigan Education Association execute and deliver to the Board an agreement under which the UTF and the Michigan Education Association jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs and expenses of whatsoever kind and nature (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Paragraph D(3) or Paragraph E of this Article, and the defense of actions taken against the Board before any court or administrative agency.

Notice to UTF/MEA. Upon receipt of a notice of a lawsuit or claim related to the application, implementation or enforcement of paragraph D(3) or paragraph E of this Article, the Board shall promptly notify the UTF/MEA in writing and shall provide documents and information needed to defend the lawsuit or claim. UTF/MEA shall have the right to seek to be joined as a party in interest to defend against the action or claim if it is not a named party.

## **ARTICLE 5**

### **Academic Freedom**

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an open atmosphere which is free from artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Teachers recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study, including the Michigan and District Content Standards and Benchmarks. Therefore, teachers will exercise responsibly their academic freedom within the scope of the courses of study to which they are assigned, giving due consideration to the maturity levels of their students.
  
- B. Outside of the classroom the teacher shall be secure in his/her freedom in professional, political, and other relationships. Thus, the teacher has the right to form, join, lead, and take a role in legal organizations so long as his/her activities shall not impair his/her effectiveness as a teacher or disrupt the educational process.

## **ARTICLE 6**

### **Human Relations**

- A. The Board and UTF are mutually committed to the human rights and dignities of all individuals employed by the Board, and agree that provisions of this Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, and without regard to membership in or association with the activities of any employee organization. Nothing herein shall be construed as preventing the Board from establishing a mandatory retirement age. No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party or any other organization or any agent or individual as a condition of employment or continuation of employment. A teacher shall not be prejudiced in his/her employment because he/she has joined or failed to join any lodge, religious group, employees' association, union, or other lawful organization; provided that nothing in this paragraph shall be construed to alter or modify the provisions of Article 4.
  
- B. The Board shall make all reasonable efforts to recruit and employ individuals from underrepresented groups. The Board shall regularly communicate with

institutions training individuals from underrepresented groups for the teaching profession. The parties recognize that teachers employed by the Board are an integral part of the Board's recruiting trips when practicable. Teachers participating in recruiting shall be recommended by the UTF and may be selected by the Executive Director of Human Resources/Legal Affairs. Recommendations of potential candidates for teaching positions with the Board by the UTF, MEA, NEA, MFT, AFT, community leaders, and community organizations are desired and will be given consideration by the Board.

## ARTICLE 7

### **Human Relations Inservice Day and Council**

- A. Human Relations shall be incorporated into every professional development session. However, there shall be one inservice day per year specifically designated for Human Relations Inservice. This day shall be held in the month of March. No later than April 30, the Human Relations Inservice Day Council will survey the bargaining unit members to evaluate the effectiveness of the March Human Relations Inservice Day.

Attendance at all inservice days shall be mandatory. The UTF President, or designee, and three (3) designees from the UTF, along with two (2) representatives from the Office of Human Resources/Legal Affairs and two (2) other district administrators shall begin meeting in May to design a format for Human Relations Day. If the council determines that professional development will be building based then a shared decision-making process will be used.

- B. In developing a format for Human Relations Inservice, consideration shall be given to the sharing of cultural, racial, religious, sexual, and socio-economic differences. Teachers shall be made aware of the elements which separate one man from his fellow man and learn how to overcome those barriers. They will be helped in their efforts to develop understandings and skills essential to relations between persons of diverse races, religions, national origins, sexes, and socio-economic status.

To this end Human Relations Inservice days shall be devoted to:

- a. Positive staff expectations of students;
- b. Staff expectations of themselves and of other staff members;
- c. Staff behaviors and attitudes toward each other, parents and students; a better understanding and acceptance of others' roles and points of view. One of the goals of Human Relations Inservice Education is to aid educators in their efforts to teach children the understanding, attitudes,

and skills essential to good relations among people of diverse cultural, racial, religious, and socio-economic backgrounds;

- d. Improving self-concept, self-image;
- e. Exposing and providing methods to eliminate stereotypical ideas;
- f. Values clarification;
- g. Increasing understanding of cultural differences;
- h. Increasing intra-staff cohesiveness; and
- i. Increasing understanding of the exceptional child.

## **ARTICLE 8**

### **Reserved for Future Use**

## **ARTICLE 9**

### **Negotiation Procedures**

- A. At least six (6) months prior to the expiration of this Agreement, the Board agrees to begin negotiations with the UTF concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the UTF.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Board and by the membership of the UTF.
- C. At the first official meeting of the respective bargaining teams the parties shall mutually establish negotiation ground rules which shall specifically describe the agreed upon process for the negotiation of a successor agreement to the Master Teacher Contract.
- D. Once a tentative agreement is reached, both bargaining teams agree to present and strongly recommend to their respective governing bodies acceptance of the tentative Agreement.

- E. 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.
- F. When it is mutually agreed that negotiations referred to in Paragraph A between the UTF and the Board shall take place during the school day, any teacher so engaged shall be released from regular duties without loss of salary.
- G. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.
- H. In order to promote and continue the cooperative atmosphere between teachers and administrators, the Board and UTF agree to establish a continuing Joint Labor/Management Committee to meet regularly to address mutual concerns. The Joint Labor/Management Committee will be equally representative, composed of six (6) members appointed respectively by both the UTF and the Board. A two-day training and organizational meeting of this committee shall be held no later than September 30 of each year. The Joint Labor/Management Committee will determine its own charter and purpose. The Joint Labor/Management Committee shall have authority to adopt clarifications of, or Memoranda of Understanding regarding, contract language which preserve the basic rights of the parties.

## **ARTICLE 10**

### **Compensation and Expenses**

- A. Salary Schedules.
  - 1. Appendix B-1 sets forth the salaries of K-12 teachers for each school year during the term of this Agreement.
    - a. The District will allow a total of up to 7 years' credit for:
      - i. experience in school systems outside the School District of the City of Flint;
      - ii. up to 3 years of military experience; and
      - iii. up to 2 years of relevant work experience. To be eligible for work experience credit an employee must have an

endorsement in the field in which the employee is assigned, and possess a valid teaching certificate.

- b. Teachers without a Bachelor's degree and with 2 years or less of vocational or other training will not progress beyond Step 7 on the "Less than BA" salary scale. Teachers without a Bachelor's degree and with 2½ years of vocational or other training will not progress beyond Step 8 on the "Less than BA" salary scale.
  - c. School Social Workers holding a MSW degree will be placed on the MA+15 salary column, and upon providing a certificate showing completion of 15 graduate hours beyond the MSW degree, they will be placed on the MA+30 column.
  - d. Service Increment. The District shall annually include a service increment payment in a K-12 teacher's last paycheck before the Christmas recess as follows:
    - i. \$500.00, upon completion of sixteen (16) years of Flint Community Schools service.
    - ii. \$750.00, upon completion of twenty (20) years of Flint Community Schools service.
  - e. Bonus. K-12 teachers who would not receive a step increase in salary under the current salary schedule during the 2010-2011 school year shall be paid a bonus equal to one percent (1%) of base annual salary, with half payable on January 31, 2011, and half on April 30, 2011.
2. Appendix B-2 sets forth the salaries of Guest Teachers for each school year during the term of this Agreement.
  3. Appendix B-3 sets forth the salaries of MAHS Teachers for each school year during the term of this Agreement and the rules governing the placement of those teachers on the salary schedules. Appendix B-4 sets forth the summer and miscellaneous pay rates for teachers of adult education.
- B. Salary Differentials. Appendix C sets out the salary differentials to be paid during the term of this Agreement; provided, however, that the Board reserves the right to eliminate any position paying a salary differential or to add positions to the said list of such salary differentials as may be determined after negotiations between the Board and the UTF; provided, further, that positions carrying salary differentials shall be considered extra duty for extra pay and no tenure shall be granted in such positions. Salary differentials payable from funds other than state

and local taxes are not included in Appendix C, and are subject to change or termination at any time such funds are not available for this purpose.

C. Guest Teaching.

1. When a full-time teacher is asked and agrees to engage in temporarily assigned professional work, other than incomplete work, on days other than those specified in Article 12, Section A, he/she shall be paid at the summer school hourly rate established in Article 23, Paragraph A of this Agreement. When a full-time teacher is asked and agrees to act as a guest teacher during any full period, or when a counselor is asked and agrees to act as a guest teacher, he/she shall be paid, in addition to his/her regular salary, at the rate of ten dollars (\$10) per hour.
2. No compensatory education teacher shall be required to guest teach in the regular classroom, but they may be asked and may agree to guest teach.
3. Adult education teachers are encouraged to volunteer to guest teach for absent adult education teachers. The rate of pay for guest teaching is set forth in Appendix B-4.
4. The Board will prepare a guest teacher list for adult education. The list shall be comprised of adult education teachers volunteering to guest teach, K-12 teachers known to be interested in and qualified to guest teach, interested former adult education teachers and administrators, and individuals on the approved K-12 guest teacher list who have knowledge of and desire to guest teach at the Adult High School.
5. Guest teaching time shall have no application to such matters as seniority accrual; full-time, half-time or less than half-time employment status; and the determination of appropriate pay.

D. Teachers may be asked to perform as temporary or acting principals for short periods of time with the consent of the teacher, and with the Board assuming full responsibility for those actions of the teacher taken within the parameters of his/her legitimate role as acting principal.

E. Mileage Reimbursement.

1. Any teacher who is not given a car allowance and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the IRS per mile rate for in-town travel and for out-of-town travel. All claims for reimbursement shall be made only upon forms provided by the Board. Claims for reimbursement must be submitted at

least quarterly and must be for the current fiscal year. Claims not submitted timely will not be honored.

2. Adult education teachers eligible for mileage reimbursement shall maintain an ongoing mileage log which records the purpose of the trip, the contact person if appropriate, the beginning and ending odometer reading, and the total miles driven for each trip for which reimbursement is to be provided. All mileage reimbursement is subject to approval by the Director, Mott Adult High School, or designee(s). The rate of reimbursement for all approved mileage shall be the IRS per mile rate and shall be paid quarterly during the school year. All claims for reimbursement shall be made only upon forms provided by the Board.
  3. Approved mileage for adult education teachers will be those miles required by the District of the employee in the performance of his/her job duties. Such mileage shall not include, among other matters, miles driven between instructional sites, miles driven to or from a personal residence to a job site, miles driven from a personal residence to a supplier, or miles driven from an instructional site to a supplier location(s), unless such supplies are required by the course curriculum and are unavailable from the District.
  4. If a question arises as to whether miles are required and/or whether a teacher is eligible for reimbursement, the question may be referred to a joint committee composed of an equal number of representatives from the Board and UTF. This committee shall gather facts and make a recommendation to the Board and UTF. The decision of the Board with respect to such recommendation shall be final.
- F. K-12 guest teachers shall be provided at Board expense whenever necessary for a teacher conducting a field trip with students.
- G. K-12 counselors and librarians shall be employed on a teacher contract and given a supplementary contract for an additional week at their regular contractual salary, with the additional week being prior to the opening of school or after the close of school with the authorization of the principal. Adult education librarian(s) shall be paid for two days before or two days after school at the rate set forth in Appendix B-4.
- H. A K-12 teacher will receive salary credit on the salary schedule for a given school year, provided the teacher has been on district payroll one day more than fifty percent (50%) of the teachers' regularly scheduled work year, excluding holidays.

I. Monitoring Hours.

1. Monitoring hours are those hours required of adult education teachers to observe and evaluate the placement of a student(s) within an instructional context at location(s) other than those owned and operated by the Board of Education. Monitoring hours must be required by the adopted curriculum, approved by the principal, Mott Adult High School, or designee(s), and be beyond the sixty (60) hour instructional unit currently being paid. Adult education teachers eligible for monitoring time shall maintain an ongoing monitoring log which records the purpose of the trip, the name of the individual(s) observed, a brief description of the business conducted, and the length of the visitation.
  2. A monitoring visitation shall not exceed thirty (30) minutes in length and shall be paid at the rate set forth in Appendix B-4. Eligible monitoring time shall be paid at the end of each month and shall have no application to such matters as: seniority accrual; full, half-time, or less than half-time employment status; and the determination of appropriate pay placement. All claims for monitoring time shall be made only upon forms provided by the Board.
  3. The Board will include, as part of monitoring hours, time spent by a business teacher meeting with an employer prior to a student assignment, provided such time otherwise meets the conditions set forth above.
- J. Adult education responsibilities (including student recruitment, advising, and placement), shall be paid at the rate set forth in Appendix B-4. The parties agree that advising responsibilities (including student recruitment, registration, enrollment, and placement), are not exclusive bargaining unit work. Accordingly, such work may be assigned by the Board to other than members of the bargaining unit.
- K. The pay rate for summer work and any other work an adult education teacher does that is not covered in the above categories shall be as set forth in Appendix B-4 under Summer and Miscellaneous Rates.
- L. The parties recognize that the District must comply with the Revised School Code, including 2009 PA 205. The parties will meet and discuss any change to teacher evaluation or compensation necessitated by 2009 PA 205 (or its regulations) before their implementation.
- M. Sections B, C(2) through C(5), D, G, I, J, and K of Article 10 do not apply to Head Start teachers.

## ARTICLE 11

### Professional Growth

- A. Approval of training increment credits shall be the responsibility of the Office of Human Resources/ Legal Affairs.
- B. K-12 Teachers Only. Training increment credit shall not be given in the following cases unless an accredited graduate school states in writing that such credit is transferable as legitimate credit.
1. Graduate credit over ten years old.
  2. Graduate credit earned before admission to graduate school.
  3. Graduate courses in which a grade of B- lowers the grade point average to less than a B on any given transcript.
- A grade of “pass” or “satisfactory” shall be considered as having fulfilled the qualification for training increment credit for institutions utilizing such grading system.
- C. Adult Education Teachers Only. Adult education teachers who are eligible for placement on the BA or MA schedules and who have the proper paperwork on file in the Office of Human Resources/Legal Affairs shall receive credit for such degree placement irrespective of the year in which the degree was conferred. Graduate hours over ten years old will not be accepted as part of the earning of a BA or MA degree subsequent to September 17, 1988 for purposes of placement on the salary schedule. The procedures set forth in Article 11 shall apply to all adjustments to salary as a result of the earning of a BA or MA degree.
- D. All salary adjustments as a result of additional training shall be effective at the beginning of the payroll period after a completed Salary Adjustment Claim Form (Appendix AE), attaching official transcripts demonstrating completion of coursework, is received by the Office of Human Resources/Legal Affairs. It shall be the responsibility of the teacher to apply for a salary adjustment, obtain official transcripts and (if needed) a letter from the registrar, and to deliver the Salary Adjustment Claim Form and other documents to the Office of Human Resources/Legal Affairs.
1. If a course is completed between April 15 and November 15 of a given year, and the completed Salary Adjustment Claim Form and transcript is received by November 15, the adjustment to salary shall be retroactive to the date teachers report on that year or the date the course was completed, whichever is later; and

2. If a course is completed between November 15 of a given year and the succeeding April 15, and a transcript is received by April 15, the adjustment to salary shall be retroactive to the date the course was completed. The date the college or university places on the official transcript as the end of the term shall be the date a course was completed, unless an official letter from the institution's registrar with an official registrar's seal establishes a different date as the day the course was completed.

E. Training increments shall be paid only for credit earned after the completion of a BA or MA to those teachers receiving a minimum of 50 percent of the training increment credit beyond the B.A. and the M.A. degrees in an area of teaching certification. As to persons hired during the term of this contract, four (4) semester hours of the 50 percent referred to in (E)(1) below shall be devoted to courses dealing with minority history or culture, except that:

1. Additional graduate credit up to 50 percent of the 50 percent minimum noted above shall be in the area of Human Relations, including the four (4) semester hours mentioned above.

2. Graduate credit leading to a planned degree program as attested by written documentation by the teacher's university will satisfy the requirement for the training increment.

The requirements above shall apply to K-12 teachers and to adult education teachers teaching half time or more and hired after ratification of the amendments to the Master Teacher Contract covering adult education teachers.

F. New teachers employed in Flint shall satisfactorily complete prior to the end of their second year of employment one (1) two-semester-hour course in general reading and one (1) two-semester-hour course in diagnostic reading. Teachers with a reading degree or a reading endorsement, or who have completed said courses or the same course at an undergraduate level previous to their employment in Flint, shall be considered as having fulfilled the requirements of this section. Failure to meet the aforementioned requirements may be considered a proper subject to be included in the teacher's annual evaluation.

The requirements above shall apply to K-12 teachers and to adult education teachers teaching half time or more and hired after ratification of the amendments to the Master Teacher Contract covering adult education teachers.

G. New teachers employed by the Board shall satisfactorily complete, prior to the end of their second year (August 31) of employment, four (4) semester hours, two (2) of which may be CEU credit hours, in reading and/or literacy.

CEU courses will be developed by the Office of Academics. Such courses may be offered, provided sufficient teachers enroll on a tuition basis, to meet program costs. The Board will consult with the UTF in the development of the CEU courses. Up to four (4) CEU hours shall count for advancement on the BA + 15, MA + 15, and MA + 30 salary tracks. Up to four (4) CEU hours shall count for salary track credit for the MA degree track or PhD degree pay if the college or university accepts the hours for the MA or PhD degree.

Teachers with the required number of semester hours at the undergraduate and/or graduate level in each of the above areas (math and minority history or culture) previous to their employment in Flint shall be considered as having fulfilled the requirements of this section.

Failure to meet the aforementioned requirements may be considered a proper subject to be included in the teacher's annual evaluation.

The above requirements shall supersede the human relations and reading course requirements of Sections D, and E above for new teachers commencing employment with the Board for the 1989-90 school year.

The requirements above shall apply to K-12 teachers and to adult education teachers teaching half time or more and hired after ratification of the amendments to the Master Teacher Contract covering adult education teachers.

#### H. Mentoring

1. The Mentor selection and procedures are contained in the Mentoring handbook.
  2. The stipend for mentor teachers is contained in Appendix C.
  3. Mentor teachers are encouraged to utilize their stipend for:
    - Instructional materials for classroom
    - Classroom equipment
    - Registration for a professional conference or workshop
    - Membership in a professional organization
  4. The stipend may be contributed in their name to selected scholarship funds or the Flint Classroom Support Fund. The district-wide mentoring committee would select the specific scholarship funds.
  5. Mentoring teachers will receive one (1) C.E.U. per semester.
- I. Before individual teachers are expected to implement mandated education reform initiatives (MERI), they will be provided with professional development

opportunities designed to train and enable those teachers to fully implement such mandates.

- J. The District and the Union agree that meaningful professional growth is a vital component of supporting employees as they strive to increase the academic achievement of each student. During October of each year, the parties will conduct a survey of bargaining unit members to guide the selections to be covered during the Fall Professional Development meetings for the following year. Each year the sessions will be related to the district goals, systemic reform, and issues arising out of adequate yearly progress.
- K. This Article does not apply to Head Start teachers.

## **ARTICLE 12**

### **K-12 Teaching Days and Hours**

- A. The contract year for K-12 teachers shall be as set out in Appendix D.

The calendar for each year for adult education teachers appears in the Appendices.

The contract year for Head Start teachers shall be the same as for K-12 teachers, unless a reduction in program funding requires that a reduced number of teacher duty days be scheduled. Should a reduction in program funding occur during the school year, any reduction in teacher duty days shall become effective at the beginning of the following school year.

- B. Nothing herein contained shall be construed to prohibit the Board from offering an extended contract to any individual K-12 teacher; such additional time to be paid at the per diem rate of the teacher's annual salary for that year; provided, that no individual teacher shall be required to accept an extended contract; provided, further, that the foregoing shall not prohibit the continuation and renewal of existing contracts for an extended school year; provided, further, that the Board shall have the right after negotiation with the UTF to require extended contracts for a special group of teachers at the rate set forth above.

- C. All K-12 teachers shall work a uniform workday of 6 hours and 57 minutes per day. The 15-minute mid-morning and mid-afternoon recess time, which is elementary teacher-supervised, will be regarded as contact time.

It is the expectation of both the Board and UTF that teachers will facilitate the orderly entrance and exit of students to and from the school building, prior to and following the instructional day. Adequate time for teacher record keeping will be reflected in building schedules.

- D. Subject to the agreed to waiver procedures starting and dismissal times may be changed for an entire school so long as such change does not increase the number of hours during which the teachers are required to be present. Subject to the agreed to waiver procedures time schedules may be changed for any segment of any school to accommodate pilot programs approved by the Board so long as such changes do not increase the number of hours during which the teachers are required to be present.
- E. All K-12 teachers shall have a duty-free lunch period equal in length to the student lunch period at the same time.
- F. The school calendar shall contain nine (9) non-contact days for all K-12 teachers, including five (5) Professional Development days, two (2) teacher work days, and two (2) records days.

Professional development should not be the primary agenda item of staff meeting. Staff meeting professional development should be limited to strategy demonstrations, school improvement issues, or reports on professional development. Should professional development be a part of the meeting it should be limited to twenty (20) minutes. Staff meeting professional development should not cause a staff meeting to exceed the usual one hour meeting.

- G. Adult education teachers will be provided twelve hours for record keeping each school year. Six hours each semester will be scheduled in consultation with the Mott Adult High School Director.
- H. Adult education teachers shall be provided, prior to the beginning date of classes in the fall, and for teachers new to the program in the winter term, a three-hour orientation session. Employee attendance at the orientation session shall be considered mandatory. Employees excused from the orientation session for good cause shall not be paid for the session. The rate of pay for attendance at orientation sessions is set forth in Appendix B-6. Orientation pay shall have no application to such matters as seniority accrual; full, half time, or less than half-time employment status; and the determination of appropriate pay. There will be three (3) professional development days each school year for Mott Adult High School.
- I. The length of school day for Head Start teachers shall be the same as that for elementary teachers.

The daily schedule for Head Start teachers may need to be adjusted to bring it into alignment with that of elementary teachers. If this is needed, the UTF and Board shall attempt to work out such an adjustment consistent with program requirements and instructional needs.

- J. Head Start teachers shall have a teaching schedule, which provides four (4) days of student contact per week, except during weeks when home visits are scheduled. The fifth day per week shall be utilized for such activities as professional development, snack shopping, incidental home visits, lesson planning, and completion and submission of weekly and/or monthly reports.
- K. Head Start teachers shall have a sixty (60) minute duty-free lunch period, except when required to guest teach.

The Board shall make every effort to provide substitutes for absent lunch aides during the teacher's scheduled lunch period. In the event that a substitute lunch aide cannot be found, Head Start teachers shall monitor the lunch period and be paid at the rate of ten (10) dollars per hour.

Sections A, B, G, J, and K of this Article apply to Head Start teachers.

Sections C, D, E, H, and I of this Article do not apply to Head Start teachers.

## **ARTICLE 13**

### **K-12 Teaching Loads**

- A. All 7th and 8th grade teachers: The weekly teaching load will be twenty-five (25) teaching periods, excluding the advisor-advisee period, of no more than fifty-five (55) minutes, five (5) unassigned preparation periods, and a homeroom period of no more than fifteen (15) minutes which may be a separate period or an extension of a class period. Any middle school seeking to implement block scheduling must do so through the agreed to waiver procedures.

Individual school buildings may desire to participate in a pilot program eliminating the homeroom and redistributing the time to each instructional period of the day. No teacher will have more than three (3) separate preparations except where more are necessary to complete the schedule for that teacher or to fully implement the curriculum of the school or at the teacher's request.

Assignment to homeroom periods shall be equitably rotated on a semester basis among teachers except that department chairpersons shall not be required to take a homeroom period unless there is insufficient staff to cover all homeroom assignments in the building, in which case department chairpersons will be assigned on an equitable basis. In lieu of a homeroom assignment, a teacher may be assigned to supervision of the corridors or other appropriate responsibility during the homeroom period.

Middle school team teacher(s) shall utilize (as determined by the teams) that portion of their five (5) weekly unassigned preparation periods necessary to accomplish those team responsibilities set forth in Appendix Y. That portion of the five (5) weekly unassigned preparation periods not used for team planning responsibilities shall be used for customary planning activities.

Middle school team teachers shall be provided, on a pilot basis for the duration of this Agreement, two days per academic year, to be taken in not less than full day increments, during which they shall be released from teaching students. Team teachers shall engage in those middle school teaming responsibilities set forth in Appendix Y during such time.

The two-day allotment referred to above shall be scheduled by the building principal, after consultation with the team teachers, and as coordinated and approved by the Superintendent or designee.

In addition, middle school team teachers may apply for planning time beyond the two days per academic year for special instructional projects. Such additional planning time must be recommended by the principal and approved by the Superintendent or designee.

Advisor-Advisee (A-A) Implementation: Each building shall choose between Plans A and B as set forth below. The decision shall be made before school is out in June and must be an agreement between the building principal and the majority of the teaching staff. If no agreement is reached between the teachers and the principal, the principal shall determine which plan to implement.

Plan A:

1. Team teachers and special education teachers shall deliver A-A services. Special education teachers shall be attached to teams.
2. The A-A period length shall be recommended by the team to the principal for approval, but shall be a minimum of 30 minutes per week.

Building principal shall select a teacher in each of the four teaming subject areas (math, science, English, and social studies) to serve as a liaison between the respective middle school and the designated subject area coordinator. The teacher liaison will provide a primary communication link between the team subject area teachers, the building principal, and the designated subject area coordinator. Subject area liaison teachers will be paid per meeting (see Appendix C) for meetings required by the subject area coordinator, provided such meetings occur after normal duty hours.

3. Decisions relative to the day of the week and time of the day for A-A shall be determined by each team with the approval of the building principal.

Plan B:

1. All team teachers, exploratory teachers, and special education teachers shall deliver A-A services.
2. One day each week the building schedule shall be restructured so that A-A can be provided as an extension of the homeroom. The A-A period length shall be no less than 28 minutes per week. The remaining periods of the day shall be proportionately shortened with the exception of the lunch hour block (4th period).

There shall be established during the term of the contract a Middle School A-A Committee composed of four (4) representatives each from the Board and the UTF. This Committee will be empowered to provide continual support for advisors, work on issues relative to advisor-advisee ratios, and scheduling.

This Joint A-A Committee will facilitate:

- A. Updating and preparation of A-A resource materials and activities.
- B. Six (6) hours of inservice training per year for the middle school staffs will be provided. Three (3) of the six (6) hours will be released time for inservicing staff within the buildings. The other three (3) hours will be used for district-wide inservice.
- C. The initiation and preparation of a formal curriculum "pilot" as an option for the school year.

Each middle school team shall have a team leader. The pay and responsibilities of team leaders are set forth in Appendix C and Appendix Y. Department chairpersons may continue to exist in the middle schools in non-teaming subject areas where two or more teachers are assigned.

Any middle school teacher assigned to teach math will have earned, or shall be required to earn, eight (8) semester hours of mathematics or mathematics education within three (3) years of their math assignment, except that not less than two (2) semester hours of credit must be taken in the first year of the math assignment, and two (2) semester hours of credit must be taken in the second year of the math assignment. Such assignments shall be made for instructional reasons only and shall not be made within a disciplinary context.

- B. The weekly teaching load in the senior high school will be twenty-five (25) teaching periods of no more than fifty-five (55) minutes, five (5) duty-free preparation periods and a daily homeroom assignment of fifteen (15) minutes. As

the non-instructional duties are met, the homeroom period will be discontinued and the time previously allocated to the homeroom will be distributed to each instructional period of the day. It is further recognized that there will be an occasional need for the homeroom period and that such needs shall be determined by the building principal, or his/her designee. No teacher will have more than three (3) separate preparations. Any high school seeking to implement block scheduling must do so through the agreed to waiver procedures.

Assignment to homeroom periods shall be equitably rotated on a semester basis among teachers, except that Department Chairpersons shall not be required to take a homeroom period unless there is insufficient staff to cover all homeroom assignments in the building, in which case Department Chairpersons will be assigned on an equitable basis. In lieu of a homeroom assignment, a teacher may be assigned to supervision of the corridors or other appropriate responsibility during the homeroom period.

- C. The weekly teaching load in the elementary schools will be thirty (30) hours of student instruction. In addition, each elementary teacher will have five (5) unassigned preparation periods totaling 225 minutes per week.
- D. Teachers will not be required to remain in their rooms when their students are receiving art, music or physical education instruction by a special teacher.
- E. Teacher participation in extracurricular activities for which no additional compensation is paid shall be strictly voluntary. At the same time, the teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the normal working day. Each teacher will accept not more than two (2) assignments per semester to participate in extra professional evening meetings (e.g., PTA affairs, parent visitations). The principal shall assign such duties on as equal a basis as possible, provided that:
  - 1. Principals shall post an evening activities sheet at the beginning of each semester. Teachers will sign up for two (2).
  - 2. Teachers shall be relieved of any such assignment for good cause.
- F. Regular monthly faculty meetings shall be scheduled at the beginning of the year, provided that any such meetings shall be canceled if unnecessary. Faculty meetings shall be as brief as possible. When held in the afternoon, such meetings in elementary and middle schools shall be commenced immediately after dismissal time and shall be scheduled for no longer than one (1) hour but may be extended to one (1) hour and twenty (20) minutes from scheduled starting time when necessary. Senior high school faculty meetings, when held in the afternoon, may commence immediately after lunch and shall be scheduled for no longer than one (1) hour but may be extended to one (1) hour and twenty

(20) minutes from scheduled starting time when necessary. Staff meetings, other than the scheduled one per month needed to be held shall go to the shared decision making body to approve and to formulate the agenda and meeting date and/or time. This of course does not preclude the right of the Principal to call emergency meetings.

- G. Travel time of homebound teachers and co-op teachers shall be considered as part of such teachers' teaching time, except that in the instance of co-op teachers, such time shall be included as part of the teachers' coordination time.

Teachers other than those stipulated above who are assigned to more than one building may consult with their respective building principals in an attempt to adjust their schedule in accord with the stipulations of Paragraph A.

- H. Case loads for K-12 counselors shall be limited to a 1 to 300 ratio. For the purpose of computing such ratios, administrative personnel, nurse counselors, police counselors, special education, and experimental programmers shall not be included as counselors. K-12 counselors shall not be permitted to act as department chairpersons.

- I. K-12 teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals or the Office of Human Resources/Legal Affairs prior to December 1st, and prior to June 1st, provided that notice may come after such dates when circumstances arising thereafter necessitate further changes in assignments. Every effort will be made to avoid reassigning probationary teachers to different grade levels or subjects unless the teacher requests such change.

- J. Part-time adult education teachers shall have one hour per week paid instructional planning time. Half-time adult education teachers shall have two and one-half hours per week paid instructional planning time. Full-time adult education teachers shall have five hours per week paid instructional planning time.

- 1. The time(s) and location(s) for instructional planning shall be determined by the Mott Adult High School Director, or designee(s). Consideration will be given to teachers for whom a particular planning time or location causes a hardship.

- 2. Instructional planning responsibilities shall include preparation of unit plans, daily lesson plans, maintaining of student records, meetings with students, and other instructional activities.

- 3. Instructional planning time shall be paid at the teacher's hourly rate. Instructional planning time shall have no application to such matters as

seniority accrual, employment status (full-time, half-time, or less than half-time), and the determination of appropriate pay placement.

- K. Head Start teachers shall have planning time each week equivalent to that of elementary teachers.

Only sections E, F, G, I and K of this Article apply to Head Start teachers.

## **ARTICLE 14**

### **K-12 Teaching Conditions**

- A. The parties agree that it is their mutual goal that class size be lowered whenever feasible, having due regard for the availability of staff and facilities. Maximum class sizes shall be as follows:

- 1. Kindergarten: Twenty-five (25) pupils per teacher.

It is understood that the Board shall staff its kindergarten classrooms on the basis of twenty-five (25) pupils per teacher up to and including the fourth Friday in September. Subsequent to the fourth Friday in September, a new classroom shall be established, provided the aforesaid class size limitation is exceeded by one (1) for any ten (10) week period.

Board shall not establish kindergarten splits.

- 2. Grade 1: Twenty-eight (28) pupils per teacher.

It is understood that the Board reserves the right to establish first/second split classes without teacher consent, but in no event shall the maximum class size established above be exceeded.

When it would be necessary to create split classrooms in order to comply with the first grade provision above, teachers who might have to teach such classrooms may be asked whether they are willing to do so and may agree or not agree to accept two above the respective maximums in lieu of taking a split class, but only in cases where enrollment after the fourth Friday of school would necessitate regrouping of classes into a split class to comply with the first grade provision above.

In any instance where it becomes necessary to create split classrooms in order to comply with the above first grade maximum, the class size maximum shall be 28.

3. Grades 2-6:

Grades 2-3: Thirty (30) pupils per teacher.

Grades 4-6: Thirty-four (34) pupils, subject to the following:

- a. Where it would be necessary to create split classrooms in order to comply with the above provisions, without the expenditure of additional funds, teachers who might have to teach such classrooms will be asked whether they are willing to do so. In the event that no teacher is willing, then the above maximum class size will be exceeded by no more than two (2), and split classes to meet this requirement may be created without teacher consent. This maximum of thirty-two (32) in grades 2-3 and thirty-six (36) in grades 4-6 may be exceeded only in those cases where enrollment after the second Friday in September would necessitate regrouping of classes, in which case the teachers involved will be consulted with respect to whether regrouping is appropriate or the maximum should be exceeded.
- b. The above maximums may also be exceeded when agreement is reached between the principal and the teachers in the grade affected that to level off the number of students in classes in that grade to comply with the above would adversely affect student groupings and the educational process, but in no event may any class size be higher than thirty-two (32) in grades 2-3 and thirty-six (36) in grades 4-6 as a result of such agreement.
- c. When split classrooms are created, the teacher who will be assigned to such a classroom will be consulted with respect to the selection of students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible and only students within three reading levels will be included.
- d. All special education students who are in an inclusion Least Restrictive Environment and any other Special Education student whose IEP warrants placement and mainstreams them 50% or more of their in-school time shall be counted as general education students for the purpose of staffing general education teachers of a building.

General education class size limits will not be exceeded as a result of the placement of special education students in a general education class.

4. Middle and Senior High: The maximum K-12 total teaching load per individual teacher in the middle and senior high schools, for other than teachers of performing music groups and typing, shall be 170 pupils per 5 periods of actual classroom teaching (or a pro rata number of pupils for a lesser teaching day). No such teacher shall be required without his/her consent to teach more than thirty-five (35) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided, and in no event shall he/she be required to teach a class of greater than thirty-seven (37) pupils without his/her consent.
  - a. Notwithstanding the foregoing, class size maximums for physical education and dance classes shall be forty-eight (48) with a maximum load of two hundred twenty-five (225) pupils per five (5) periods of actual classroom teaching (or a pro rata number of pupils for a lesser teaching day). The pro rata formula does not apply to teachers with one or two physical education classes. No teacher shall be required without his or her consent to teach more than forty-eight (48) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided, and in no event shall he/she be required to teach a class of greater than fifty (50) pupils without his/her consent.
  - b. Notwithstanding the foregoing, class size maximums for the classes of Practical Writing, Reading-Writing Stories, Successful Writing, Techniques of Writing, Journalism, and Advanced Composition; and all basic math classes, and classes without Geometry shall be thirty (30) pupils with a daily maximum load of one hundred fifty (150) pupils per five (5) periods of actual classroom teaching (or a pro rata number of pupils for a lesser teaching day). No teacher shall be required without his/her consent to teach more than thirty (30) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided, and in no event shall he/she be required to teach a class of greater than thirty-two (32) pupils without his/her consent.
5. Special Education Students Access to General Education Services
  - a. The issue of placement, counting, and the delivery of instructional services to mainstreamed students is an educational issue that will be addressed by the Special Needs Committee, with special focus at the elementary level. Individualized Educational Planning Team (IEPT) recommendations are to be followed from the first day of school with the understanding that exceptions may need to be made in the case of students transferring from other districts, intra-city transfers, or enrollment variations. Accordingly, the committee will make recommendations regarding the blending or bridging of

instructional responsibilities among and between the principal, special education teacher, general classroom teacher, and special education support staff so as to most appropriately provide instructional service to the mainstreamed student. Such recommendations will include a review and amplification of those responsibilities detailed in Appendix T and the three pilots proposed by the parties during bargaining of this contract.

- b. Committee recommendations will be submitted to the Superintendent of Community Education for his/her consideration on or before May 15 of each year. The superintendent shall forward the committee recommendations together with his/her analysis and recommendations to the Board of Education for its review and consideration on or before June 30 of each year. Approved recommendations shall be implemented beginning the fall of each year.
- c. The above charge (but not those in Appendix T) to the Special Needs Committee will be considered completed upon the submission of specific recommendations to the Superintendent of Community Education on or before May 15 of each year, unless extended by mutual agreement.
- d. In addition, the Board agrees to continue to work to improve the placement of special education students placed in general education classrooms and will not await the recommendations of the Special Needs Committee to address this issue.
- e. The Special Needs Committee shall monitor all District classes where special education students are placed in general education classrooms (mainstreamed).
- f. As part of its monitoring function, the committee shall issue a report after the fourth Friday count and at the end of the year detailing those grades/classes throughout the District where students are mainstreamed. Such information shall be shared with the Educational Needs Committee.
- g. The Special Needs Committee may also make written recommendations for resolving individual class load problems arising from the mainstreaming of students into general education classrooms. As part of its resolution function, the committee shall review class size problems arising from the mainstreaming of students into general education classrooms which are not resolved at the building level. The affected teacher(s) must, however, have first attempted to resolve the problem(s) at the building level with

the principal. The committee's method for dealing with individual problems will include gathering facts, generally reviewing the situation, and making recommendations to the superintendent or designee. The committee shall not have authority to expend District funds, but may recommend such expenditures.

- h. Recommendations or relief provided by the Special Needs Committee shall not be deemed as precedent setting with respect to the language of the Master Contract or the operating procedures or practices of the Board of Education or the UTF.
  - i. Under no circumstances shall a student be required to leave his/her designated home school, nor will general education classrooms be required to be reorganized subsequent to the fourth Friday student count as a result of any interpretation of these provisions and/or any committee recommendation.
  - j. These provisions shall expire on the expiration date of the Master Teacher Contract and shall, as of said date, cease to be binding on the Board.
6. Notwithstanding the foregoing, but exempting Provisions A(1) and A(2) above, the maximum class size may be exceeded in summer school and emergency situations, such as, but not limited to, highway dislocation, urban renewal, lack of funds, destruction or serious damage to facilities, and inability to obtain teachers. However, in such cases the UTF shall be involved before the final decision is made by the Board. In all cases not enumerated above, the determination of whether an emergency exists shall be subject to the grievance procedure.
- B. Wherever feasible, the Board shall make available in each school at least one room, appropriately furnished and vented, which shall be reserved for exclusive use as a faculty lounge.
  - C. Outside telephones shall be available for teacher use for professional and emergency calls. Long distance calls shall be made only in emergencies and with the prior approval of the principal.
  - D. In K-12 schools where cafeteria service is not available for teacher use, the teachers, with the prior consent of the principal, may arrange for the installation of a vending machine for beverages. The installation, operation, control, and maintenance of the machines shall be the responsibility of the teachers in that building and all proceeds there from shall be used in such manner as the teachers in that building shall determine.

- E. Wherever feasible, adequate parking facilities shall be made available to teachers for their exclusive use.
- F. K-12 Textbooks, Supplies, Materials, and Technology
1. Teachers shall be informed when annual supply requisitions (not special requisitions) are available, money allotted and time scheduled to order. A final copy of the requisitions shall be made available to teachers. Each Elementary teacher, including self-contained special education teachers, shall receive a minimum of \$15 per pupil to purchase teaching supplies. Each Middle and High School teacher shall receive \$375 each based on an average of 25 students per teacher (25 x \$15= \$375.00). Teaching supplies for Title 1 teachers shall be supplied through the Title 1 budget.
  2. The Board declares its intention to provide adequate supplies, textbooks and materials. No curriculum change shall be implemented in a given program until sufficient textbooks to initiate the program are available or are expected to be available by the fourth (4th) Friday of each semester. The Board will use its best efforts to coordinate curriculum changes with the ordering of supplies and materials.
  3. The Flint Board of Education will issue a public statement detailing the increasing cost of basic textbooks and related supplies and the responsibility of the parents for payment of lost or damaged books. This statement should be sent home. The Flint Board of Education has an established policy addressing this issue on file in each principal's office. It shall be the responsibility of each school to develop procedures for the collection of payment for lost or damaged books. It is highly recommended that each school collectively develop a system for a more frequent inventory of books assigned to each classroom. The teaching staff shall be held responsible but will not be required to make financial restitution for books assigned to their classroom.
  4. Adequate desks/tables and chairs shall be provided and kept in good repair.
  5. Technology. When and where instructional technology is available, training in the use of equipment, software and instructional methodology will be provided by the District to each teacher. After such training is provided, teachers are expected to use the methodology, software and equipment appropriately.
- G. K-12 Special Education teachers shall have access to all teaching materials which are regularly available to building staff.

1. The Board agrees to attempt to abide by all mandatory rules of the State Department of Education relating to the operation of special education programs.
  2. The Board shall attempt to provide each building one copy of the guidelines of the State Department of Education as they relate to special education.
  3. There shall be no reduction in the ratio of aides and attendants to teachers in special education programs without prior consultation with the UTF.
- H. In buildings that offer inclusion Least Restrictive Environment (LRE) education options, a written plan for the delivery of special education services for its students will be developed. The following will be included in those plans:
1. A school-based team committee is established to facilitate the IEPT's of special education students. The team committee shall be a composite of regular education staff, special education staff and the principal or designee;
  2. Provide time during the school day for regular staff and special education staff for collaboration;
  3. Provide on-going professional development that will be facilitated by the District, Special Education Department, or the Professional Development Committee at the building site;
  4. The plan should not have a negative effect on class size; and
  5. Annual assessment of the plan should be included as part of the school improvement report.
- I. It is mutually understood between the Board and the UTF that parent-teacher involvement can have an important impact on the social and educational development of students. Encouragement of such parental involvement is recognized to be a part of the professional obligation of the teacher.
1. Any problem arising with regard to teacher-parental involvement pertaining to a particular student shall be dealt with on a case-by-case basis. Each teacher, in consultation with the principal, shall identify those students whose homes shall be visited by the teacher.
  2. Each school will include a section covering the implementation of the school improvement plan. The implementation section should be completed by September 30 of each school year. Each teacher is

encouraged to contact the parent or guardian of each student by phone, letter or conference at school.

3. As part of the District's commitment to expanding the use of volunteers in the schools, the District will provide a joint teacher/volunteer inservice on utilizing volunteers in the classroom at the building level. Any volunteer used in any capacity must first undergo a background check pursuant to District policy.
  4. The Flint Board of Education and the United Teachers of Flint, Inc. are committed to improving the academic achievement of each student. To that end there is a mutual commitment to providing the necessary training and tools to enable teachers to meet this commitment.
- J. Platoons in the elementary buildings shall be limited to no more than six (6) sections.
- K. Half-time teachers and K-12 teachers with teaching responsibilities in two or more buildings shall not be required to attend more than half of the meetings and/or activities in their building(s), with the exception of those in Article 13, Sections E, E(1), and E(2). The activities the teacher attends will be determined by the teacher and the principal(s) in a joint meeting at the beginning of the school year.
- L. The parties agree that as a goal the Board will attempt to place no more than six (6) special education students in one elementary classroom and in any core classroom at the secondary level. However, to meet the instructional needs of the student and to ensure that the special education teacher can provide adequate instruction to the students, careful consideration should be given to student placement in the building. Regular class sizes are not to go over class size limits because of the placement of mainstream students. To this end, there should be a joint discussion between the special education teacher, general education teacher and administrator to identify co-teachers.
- The Special Needs Committee set forth in Appendix T will review the issue of placement of K-12 special education students in a regular classroom.
- M. The building principal shall attempt to rotate the cancellation of half-day kindergarten sessions so that morning and afternoon sessions are canceled on an approximately equal basis during the school year, unless the staff has been consulted and alternative arrangements made.
- N. Should classroom interruptions be determined by building staffs to be excessive, the shared decision-making body at the building will determine the necessary changes needed to correct the problem.

- O. Bargaining unit members and other professionals shall dress, speak, and behave in a manner consistent with Board Policy 5200, that provides a positive model for students.

Sections B, C, D, E, F, G, H, I, K, N and O of this Article apply to Head Start teachers.

Sections A, J, L, and M of this Article do not apply to Head Start teachers.

## **ARTICLE 15**

### **Promotions**

- A. Whenever any vacancy shall occur in any professional position in the District for which certification or a degree is required, other than on the K-12 salary schedule or administrative positions beyond the entry level (entry level is defined as a position for which previous administrative experience is not required), the Board shall publicize the vacancy by posting the vacancy on a conspicuous bulletin board in the Office of Human Resources/Legal Affairs and by publication in other publications of general circulation among all teachers, a copy of which shall be in the Office of Human Resources/Legal Affairs and the UTF Office. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.
- B. Any teacher may apply for such vacancy. In filling such vacancy consideration will be given to persons already employed in the Flint school system. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. A copy of the procedure for interviewing and otherwise judging the merits of applicants for such positions shall be given to all teachers. The decision of the Board as to the filling of such vacancies shall, however, be final.

## **ARTICLE 16**

### **Vacancies, Transfers, and Reduction in Staff**

- A. Although the Board and the UTF recognize that frequent transfers of teachers from one school to another is disruptive of the educational process, they also recognize that some transfers will be necessary.
- B. Transfers and changes of assignment shall be on a voluntary basis whenever possible. By the fifteenth (15th) day of each month, the Office of Human Resources/Legal Affairs will provide a list of vacancies to the Union and the Head Association Representative in each building. The Head Association Representative will be responsible for posting this list in the building.

### In Building Changes of Assignment.

1. The Board and the UTF recognize that arbitrary and capricious changes of teaching assignments in a building are disruptive of the educational process; they also recognize that there are educationally sound reasons for periodic changes of teaching assignments within a building.
2. When a change of teaching assignment within a building is necessary to meet the educational needs of the students within the building, the building Principal shall first seek volunteers for the assignment change. In the event that no teacher volunteers for the change of assignment within the building, the Principal shall select a teacher or teachers for the change of assignment.
3. A Teacher selected for an involuntary change of assignment in a building shall meet with the building Principal prior to the change of assignment to discuss the educational basis upon which the change is founded and shall receive a copy of those reasons in writing at that time. In the event the teacher believes that the change of assignment is being done for reasons other than the educational needs of the students in the building, they may, in writing within five (5) business days seek a review of the change of assignment by the appropriate administrator responsible for elementary and secondary education, respectively.
4. The review by the appropriate administrator responsible for elementary and secondary education, respectively must be completed within three (3) business days following the filing of the request for review. After such review, the teacher may grieve the change of assignment if they still believe that the change of assignment was arbitrary and capricious.
5. The parties agree that there are times when a change of assignment within a building (e.g. when classes are being leveled or eliminated within a building) that must occur quickly. On those occasions, the Principal may effect the change of assignment immediately, but must meet with the teacher within three (3) days to initiate the teacher's right to review.
6. Teachers who have had their in building teaching assignment changed will receive assistance from the District to move books, equipment, and other appropriate material between rooms. Such assistance shall include but not be limited to custodial assistance in moving large and heavy objects, time to set up new classroom, and such other assistance as is appropriate and necessary.
7. In an effort to facilitate an atmosphere of mutual professional respect between teachers and building Principals, the Board and the UTF agree to

conduct a series of joint trainings. Principals and teacher Building Representatives shall be trained on the following topics:

- a. Communication skills;
  - b. the procedures to be followed in the change of assignments within a building and involuntary transfers between buildings;
  - c. such other training as deemed necessary and appropriate, e.g., the grievance procedure and the evaluation procedure.
8. Teachers who are required to move from room to room within the same building shall be provided with boxes, custodial assistance and one day of Guest Teacher coverage of their teaching assignment to implement the move.
  9. In the event that a teaching assignment in a building becomes vacant due to a transfer (involuntary or voluntary), layoff, or retirement, the assignment shall be filled giving preference to building staff who have applied in writing for the vacancy. In the event the principal fills the vacancy with someone other than a building staff applicant, they will explain the educational basis to the applicants in writing if the request by the teacher(s) is in writing.
- C. When involuntary assignments or transfers are made, teachers will be given fifteen (15) days notice of said transfers, and the reasons therefore in writing, except that in those cases in which a transfer must be made in less than fifteen (15) days, the aforementioned written notice will be given as time will allow. All involuntary transfers will be given an opportunity to state in writing the reasons for their objection to the transfer. A teacher designated for involuntary transfer may by June 30, submit a preference memo indicating (1) a desire for early placement and (2) a preference to remain at his/her current placement. The parties agree that the filing of a voluntary transfer request form is not a guarantee that the teacher will receive a transfer. As a matter of professional respect, voluntary transfer forms should have the Teacher's Principal's signature, except as otherwise authorized by the Office of Human Resources and Legal Affairs. The Principal's signature only means that the request for voluntary transfer has been seen by the principal, not that the voluntary transfer request has been approved or denied.
- D. Teachers shall be given an opportunity to apply, without giving reasons, for transfers to be effective the next school year if their application is made by April 30. If the application is made after April 30, the teacher shall state the reasons for the transfer request or if the request is for transfer to a particular school, the teacher shall be obligated to state the specific reasons for the choice of the school. A list of vacancies within the bargaining unit shall be posted on a

conspicuous bulletin board in the Office of Human Resources/Legal Affairs and a copy shall be mailed to the UTF by the 15th day of each month. If a teacher requests a transfer under this Paragraph and is refused, he/she shall be notified in writing of the reasons therefore if he/she so requests. No teacher shall be discriminated against because of a request to transfer.

- E. When a reduction in the number of teachers in a school is required during the academic year as determined in Appendix D-1 and D-2, the administration shall notify all teachers in the affected school(s) in elementary, and affected department(s) in secondary of the reduction and shall provide an opportunity for the reduction to be made through volunteers. If a teacher volunteers and is so designated for an involuntary transfer through application of the criteria provided in Provision F for reduction, said teacher(s) shall be considered as involuntary transfer(s) for purposes of Provision G.

After the academic year is completed, a teacher designated for involuntary transfer and subsequently assigned, may allow and/or recruit another teacher from his or her former building to volunteer to take his/her place, provided there is no violation of Sections F and G, herein and upon concurrence of the "receiving" and "sending" building principals and the Office of Human Resources/Legal Affairs. Upon agreement being reached by the aforementioned parties, the teacher replacing the previously assigned involuntarily transferred teacher will be considered to be involuntarily transferred under Provision G-1, for purposes of said placement.

- F. Should involuntary transfers be found to be necessary, the selection of such teachers to be involuntarily transferred shall be determined on the basis of the following criteria:
1. District overall instructional needs;
  2. Teacher certification and qualification;
  3. Extracurricular needs;
  4. Uninterrupted system-wide seniority (service in the Flint School District); and/or
  5. Other necessary and reasonable considerations, determined by the Board after consultation with the UTF.

In the event that District overall instructional needs is a criteria used by the District in making an involuntary transfer, those needs shall be spelled out with specificity in writing to the teacher prior to being transferred.

G. Teachers employed by the Board (except temporary and guest teachers) will be given consideration as follows in filling any vacant position in the bargaining unit.

1. Whenever any position in the K-12 program shall become vacant, the Board shall give first consideration to involuntarily transferred teachers in the filling of that vacancy. If the Board determines that the needs of the district will not be met by filling the position in this manner, the Board shall then consider requests from teachers who are not on layoffs or leave for transfer unless the vacancy is the result of previous transfer.
2. Vacancies not filled in the aforementioned manner shall be filled from among those teachers who are on leave, have not been laid off, and whose leaves have expired.
3. Should vacancies not be filled in Provisions 1 and 2 above, said vacancies shall be filled from among those teachers who have been laid off including teachers on leave who have been laid off in accordance with the provision of Article 16(I), Sections 1 and 2.

The Board's decision with regard to which teacher shall fill such vacant position, shall be final, provided that the criteria set forth in Paragraph F shall not be applied arbitrarily nor capriciously, and provided further that the Board's right to make a final determination with regard to this paragraph does not diminish the Board's responsibilities with regard to the remaining paragraphs of this Article.

4. Teachers in the adult education program, together with new hires, will, upon application, be given consideration for K-12 teaching vacancies. Adult education teachers may request, and upon request, will be granted an interview to the extent that to do so does not interfere with the operational requirements of the K-12 program. The interviewing procedure contained herein will be without effect fifteen (15) working days prior to the beginning of classes in the K-12 program. An interview, once provided to an adult education teacher, will fulfill the terms of this provision. The Board's decision with regard to which applicant shall fill a K-12 teaching vacancy shall be final, provided the decision shall not be arbitrary or capricious.

H. The Board shall prepare and present to the UTF a seniority list for each school year. Any teacher or the UTF may challenge the accuracy of the seniority list or the update, provided if the seniority date is not challenged within sixty (60) days after its issuance it will be considered as correct for that respective year or until such time as a revised seniority list is issued.

The seniority list shall include the following:

1. Full name of teacher;
  2. Years of uninterrupted service in the Flint School District;
  3. Tenure status as of the printing of the seniority list;
  4. Certification; and
  5. Major(s) and Minor(s).
- I. Reduction in Staff. If the Board shall determine to reduce staff, the following procedures shall be controlling:
1. Layoff
    - a. The Board shall determine the subject areas in secondary schools and the number of positions in elementary schools in which reductions will be made and the number of positions affected and will notify the UTF of such determination
    - b. Non-tenure teachers shall be laid off first followed by tenure teachers.
    - c. In secondary schools, the order of layoff of teachers in each affected subject area shall be based upon the length of uninterrupted service in the Flint School District, i.e., the longest uninterrupted service in the District shall be the last in his/her subject area to be laid off.
    - d. In elementary schools, the order of layoff of teachers shall be based upon the length of uninterrupted service in the Flint School District regardless of the grade level to which the teacher may be assigned at the time of layoff.
    - e. A teacher's seniority, for layoff, recall and all other purposes, shall begin when their application for employment has been approved by the Office of Human Resources and been date and time stamped at the time of approval.
    - f. When two (2) or more teachers have the same years of service and the same date of hire, the District will compare the randomly assigned employee identification numbers of the affected teachers. The teacher with the highest employee identification number will have the highest seniority for layoff and recall.

- g. If layoffs are to occur, a seniority list in accordance with this paragraph shall be prepared by the Board and a copy thereof be given to the UTF.

2. Recall

- a. The Board shall determine the subject areas in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.
- b. Recall of laid-off teachers shall be from the primary subject area from which the teacher was laid off, or to an area for which the teacher is certified and qualified.
  - i. Primary means the majority subject area to which the teacher was assigned immediately prior to the layoff. For example, if a teacher was assigned to three math classes and two science classes, the primary teaching area for recall purposes would be math.
  - ii. Qualified means possessing a declared major in the predominant subject area of assignment or graduate work equal to a major in the predominate subject area of assignment, and meeting of all North Central Accreditation standards at the high school level.
    - (1) However, if a teacher has eight (8) or more years of successful teaching in Flint, and can demonstrate that they are highly qualified in his or her minor area of certification, the teacher shall be considered qualified to be recalled in his/her minor area of certification. If a teacher is recalled in his/her minor under this provision, the teacher may be required to pursue additional academic credit as specified below.
    - (2) Successful teaching means having achieved an annual performance rating of “satisfactory” as defined by the existing evaluation process or “proficient” as defined by the Teacher Assessment Program pilot.
  - iii Declared means appearing on the teacher's teaching certificate, endorsement, or annual authorization from the Department of Education, and/or on an official transcript on file in the Office of Human Resources/Legal Affairs prior to June 1st. If the work is in progress and will be completed by

the beginning of school in the fall immediately subsequent to the layoff, the teacher shall file with the Office of Human Resources/Legal Affairs a valid certificate or 90-day letter as soon as possible but no later than August 15th.

- iv. For teachers who are not Special Education certified but are in a graduate program leading to Special Education certification, they may be recalled to a Special Education assignment. A teacher recalled under this language will be required to pursue their certification program through formal course work not to exceed twelve (12) semester hours per year. The teacher shall have two years to complete the required course work.
  - v. Failure to complete the required course work within two years shall result in the teacher being immediately subject to layoff. The teacher shall not be recalled until he/she has completed the required academic work or until a position is available for which the teacher is qualified as set forth above. Recall shall be according to the normal recall procedures.
  - vi. The Board shall not be arbitrary or capricious in the exercising of its rights under these provisions.
- c. Tenure teachers shall be recalled first in reverse order of layoff with the most senior tenure teacher being recalled first and the least senior tenure teacher being recalled last. Non-tenure teachers shall then be recalled. The order of recall of non-tenure teachers shall be determined by the Board.
  - d. No new teachers shall be hired in a laid-off teacher's subject area in the secondary schools until all certified and fully approved laid-off teachers from that subject area have been recalled or have declined or failed to accept recall. No new teacher shall be hired to replace a laid-off elementary teacher until all certified and fully approved laid-off elementary teachers have been recalled and declined or failed to accept recall. Further, no new teachers will be hired in a subject area in the secondary schools or in the elementary schools before teachers who are laid off, regardless of their assignment at the time of layoff, who may be qualified and who possess the necessary certification or approval have been offered the position and declined or failed to accept the position. Except as otherwise provided in recall provisions of this Article, the right of recall shall expire two (2) years from the effective date of lay-off.

- e. For purposes of the recall provisions of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to Article 18 of this Agreement.
  - f. Within fifteen (15) days of the mailing of a letter of recall, if the letter of recall is postmarked on or before July 31, and within ten (10) days of the mailing of such letter, if the letter is postmarked on or after August 1, a teacher shall notify the Office of Human Resources/Legal Affairs in writing whether he/she will accept re-employment.
  - g. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall. Each teacher shall notify the Office of Human Resources/Legal Affairs in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the teacher at the last address recorded in the Office of Human Resources/Legal Affairs.
3. The Board's decision as to qualifications and performance record for the purposes of Section I shall be final.
4. In the event of a layoff, a leave of absence for a period of one full school year will automatically be granted without pay to any and all teaching staff affected by the reduction upon request to the Office of Human Resources/Legal Affairs.
- a. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher.
  - b. Teachers on layoff shall be eligible for a renewal of their Reduction in Force (RIF) leave for a period of one additional year, and said renewal will be granted, provided the Office of Human Resources/Legal Affairs shall determine that District instructional programs will not be impaired and the granting of the extension shall result in the recall of a teacher on layoff. A teacher who is not affected by the layoff may elect to take and will be granted a leave of absence without pay for a period of one full year, provided the Office of Human Resources/Legal Affairs shall determine that said leave shall result in the recall of a teacher on layoff.

- c. Teachers unaffected by the layoff shall be eligible for a renewal of their RIF leave for a period of one additional year, and said renewal will be granted, provided the Office of Human Resources/Legal Affairs shall determine that district instructional programs will not be impaired and the granting of the extension shall result in the recall of a teacher on layoff.
  - d. Teachers unaffected by the layoff and who have been granted a RIF leave for the remainder of the year, upon approval of the superintendent, shall be eligible for a renewal of their RIF leave for a period of one additional year, and said renewal will be granted, provided the Office of Human Resources/Legal Affairs shall determine that District instructional programs will not be impaired and the granting of the extension shall result in the recall of a teacher on layoff.
  - e. Applications for RIF leave or a renewal thereof must be received by the Office of Human Resources/Legal Affairs on or before June 1 of the school year the leave or renewal thereof is to be effective. Applications received subsequent to said date may or may not be approved on the basis of failure to meet the June 1 deadline. During said leave of absence, such teacher's seniority will remain unbroken, and his/her accumulated personal business and emergency leave days, per Article 18, shall not be canceled but shall remain credited to him/her pending his/her return to a teaching assignment in the District.
5. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.
6. A teacher who is laid off pursuant to the terms of the Master Contract and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position the following year shall be subject to the following provisions.
- a. If the teacher is recalled by August 1, the teacher will be paid according to an annual salary rate such that one half of the teacher's unemployment compensation plus that annual rate will be equal to the rate of salary the teacher would have earned for the school year had the teacher not been laid off.
  - b. If the teacher is recalled by August 15, the teacher will be paid according to an annual salary rate such that one quarter of the teacher's unemployment compensation plus that annual rate will be

equal to the rate of salary the teacher would have earned for the school year had the teacher not been laid off.

- c. This provision will have no application to a teacher recalled after August 15.
- d. Should the above calculations be determined to be illegal by any State court or administrative agency, the parties shall reopen provision six (6) and modify the language so as to conform with the Michigan Supreme Court decision in Oak Park Public Schools.
- e. The postmark on the letter of recall shall be the basis for determining the date of recall.

J. Head Start Program

- 1. Sections A through D of this Article apply to the Head Start program. Sections E through I of this Article do not apply to the Head Start program.
- 2. Transfers, whether voluntary or involuntary, may become necessary to meet district instructional needs, affirmative action goals, and to meet the operational requirements of the Head Start program.
- 3. Head Start teachers who are properly certified and qualified will be considered, prior to new hires, for K-12 vacancies.
- 4. Layoff
  - a. In the event of a layoff within the Head Start program, the Board will determine the scope of the layoff and so notify the UTF.
  - b. To the extent possible, having made provision for program needs requiring special qualifications and state and/or federal agency regulations, probationary teachers will be laid off before non-probationary teachers. The order of layoff of probationary teachers shall be determined by the Board.
  - c. The order of layoff of non-probationary teachers shall be determined by the Board upon consideration of seniority, program educational requirements and qualifications, teacher performance, and the operational needs of the Head Start program. When such factors are considered to be equal, the length of uninterrupted service within the Head Start program shall be the determining factor; i.e., the teacher with the longest uninterrupted service in the Head Start program shall be the last to be laid off.

5. Recall
  - a. The Board shall determine the scope of the recall and the number of teachers to be recalled.
  - b. Non-probationary teachers shall be recalled before probationary teachers, provided the non-probationary teacher is properly credentialed and qualified to meet all the requirements of the program.
  - c. No new teacher shall be hired into the program until all certified and qualified teachers from the program have been recalled or have declined or failed to accept recall.
  - d. The Board shall give written notice of recall by sending a registered or certified letter or telegram to the laid-off teacher at his/her last known address as it appears on Board records. It shall be the responsibility of each teacher to notify the Board of any change in address. Teachers failing to return to work upon recall within fifteen (15) calendar days after notice of recall has been sent will have their right to recall terminated.
  - e. Teachers who are not recalled to employment within four (4) semesters from the date of layoff shall lose their right to recall and their employment shall be terminated.
  - f. Head Start teachers who are properly certified and qualified will be considered for K-12 vacancies prior to new hires.
6. Seniority List. The Board shall prepare and present to the UTF a Head Start teacher seniority list for each school year. Any teacher or the UTF may challenge the accuracy of the seniority list or the update, provided if the seniority date is not challenged within sixty (60) days after its issuance, it will be considered as correct for that respective year or until such time as a revised seniority list is issued. The seniority list shall include the following:
  - a. Full name of teacher;
  - b. Status as permanent or probationary employee as of the printing of the seniority list; and
  - c. Education.

This Article does not apply to adult education teachers.

## ARTICLE 17

### Sick and Emergency Leave

- A. K-12 sick and emergency leave shall be credited annually to each teacher on the first day of his/her employment year as follows:
1. Ten (10) days for teachers on 39, 40, or 41 week contracts;
  2. Eleven (11) days for teachers on 42 through 47 week contracts; and
  3. Twelve (12) days for teachers on contracts of 48 weeks or more.
- B. In the event that the service of any teacher is interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more sick leave days or time than have been accumulated on a pro-rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the teacher at the time of interruption.
- C. Total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely:
1. No teacher shall forfeit accumulated leave days during approved leaves of absence;
  2. No teacher shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article 18. Sick leave accumulated prior to a leave of absence shall be credited upon return;
  3. All accumulated leaves shall automatically terminate on the date that a teacher's resignation, accepted by the Board, becomes effective.
- D. Annual and accumulated leave days/time shall be used either for personal illness or emergencies, as defined below; provided that a teacher shall not be eligible to use such days while on a leave of absence under Article 18, except that for purposes of this Article, pregnancy-related disability shall be considered in accord with Appendix E. All teachers other than first year K-12 teachers and probationary adult education teachers shall be credited with and use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:
1. The K-12 teacher notifies the Office of Human Resources/Legal Affairs and the adult education teacher notifies the office of the Principal, Mott Adult High School that he/she will be unable to report because of personal illness or death or serious illness in his/her immediate family; and

2. Immediately upon reporting for work the teacher complies with all of the requirements of this Article.

E. Upon a teacher's return to work after an illness or disability of more than five (5) days duration, or for a teacher to receive a paycheck after an illness or disability of more than five (5) days duration, a medical statement shall be submitted from a doctor certifying that the teacher is capable of returning to work, or continues to be ill or disabled.

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

In an instance where a teacher is absent more than ten (10) consecutive days, or in any instance where, in the judgment of the Board, a teacher's health is such that he/she should not report to work, the Board reserves the right to have the teacher examined by a physician selected by the Board. The cost of such examination shall be borne by the Board.

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

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

1. Absence due to the death of a member of the immediate family shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
2. Absence due to quarantine or serious illness of any person listed in Paragraph F (1) above shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days.
3. When serious illness of a member of the family is immediately followed by death, the leave provided in Paragraph F (2) may be extended upon written recommendation of the immediate supervisor; provided that the total thereof shall not exceed eight (8) working days.

4. Paid emergency leave days in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee, when circumstances deem it necessary.
5. Death leave for persons other than listed in F (1) above if the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiancée, etc.
6. In addition to the above, the Sick and Emergency Leave Committee may grant emergency leaves not to exceed two (2) days for reasons not enumerated herein. The Sick and Emergency Leave Committee shall require reasonable evidence of the existence of such emergency.

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

- G. An emergency leave form shall be completed by the teacher and submitted to the teacher's supervisor immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.
- H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee for K-12 teachers, and the Director, Mott Adult High School, or designee, for adult education teachers.
- I. Any teacher who is absent because of injury or disease--other than an assault covered in Article 21, Paragraph B of this Agreement--shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Worker's Compensation Law and his/her regular salary.
- J. K-12 teachers under contract for less than full-time but half-time or more will be allowed one-half (1/2) the normal sick and emergency allowances provided above.
- K. The Sick and Emergency Leave Committee shall consist of three teachers appointed by the UTF and three persons appointed by the Board. The Executive Director of Human Resources/Legal Affairs shall be an ex-officio member of the Committee entitled to vote only in the event of a tie. In an instance of a tie vote, the vote to break the tie on the particular matter at issue will be by secret ballot. A quorum for a meeting of the Sick and Emergency Leave Committee shall be

six people. Either the Board or the UTF may send representative(s) by proxy, including the Executive Director of Human Resources/Legal Affairs.

- L. The Board shall provide every teacher within 45 days after the beginning of school in the fall an accounting of their sick days accumulated. Such accounting shall not be binding upon the teacher or the Board.
- M. Each member of the K-12 UTF bargaining unit may donate not more than two (2) accumulated sick and emergency leave days to a Sick Bank in each school year.

The Sick Bank shall be administered by the Sick and Emergency Leave Committee. As a condition of membership on the Committee each member of the Sick and Emergency Leave Committee shall agree, in writing, to keep Protected Health Information disclosed to the Committee confidential.

The Committee may authorize the use of Sick Bank days by any actively employed Sick Bank member who applies for use of Sick Bank days, completes and provides a HIPAA-compliant release of information form, and:

1. Suffers a serious illness or accident, or who needs such days for bereavement;
2. Has used all of his/her accumulated sick and emergency leave days; and
3. Has joined the Sick Bank and contributed days upon the most recent request by the Sick Bank Committee.

Teachers who suffer a serious illness or accident covered by the Worker's Compensation Law and who meet those requirements set forth above may be allowed to draw days from the Sick Bank on a pro-rata basis for a period not to exceed the first forty-five calendar days of illness or disability. In no event shall the affected teacher's benefit under this provision exceed his/her gross earnings for any pay period. In the event of a disputed Worker's Compensation Claim, the member shall, if determined eligible by the Sick Bank Committee, receive full pay from the Sick Bank. If the Worker's Compensation Claim is settled favorably to the teacher, the Sick Bank shall be credited the pro-rata days from the Worker's Compensation fund.

No teacher shall be granted more days from the Sick Bank than shall be necessary to carry the teacher until he/she qualifies for long-term disability insurance.

It is expressly understood that the Sick Bank shall not be utilized for other than serious illness, and that subsequent exclusions are illustrative in nature and not intended to be an exhaustive listing. Serious illness shall not include such illnesses as: common flu, common cold, temporary nervous disorders for the first

fourteen calendar days, and voluntary surgery, unless deemed to be life endangering.

Pregnancy-related illnesses and/or disabilities shall be treated the same as any other illnesses and/or disabilities under Section M.

The decision of the Sick and Emergency Leave Committee with respect to the qualifications of a teacher for a grant from the Sick Bank and the number of days granted shall be final. If a problem or disagreement develops relating to contract interpretation, the UTF and/or Board representatives may request a member of their respective bargaining team to be present. A motion of reconsideration would then be permissible and the vote on reconsideration would be by secret ballot.

N. Teachers may have their position held once during any school year for the same illness or disability. Whether a subsequent illness or disability is the same is determined by the teacher's physician. A teacher required to leave his/her position as a result of illness or disability will, during the term of said illness or disability, have his/her position held and shall have the right to return to that position in accord with the procedure set out below:

1. For the period of the teacher's accumulated sick days for teachers with zero (0) through five (5) years seniority.
2. For the period of the teacher's accumulated sick days or forty-five (45) calendar days, whichever is greater, for teachers with six (6) through ten (10) years seniority.
3. For the period of the teacher's accumulated sick days or sixty (60) calendar days, whichever is greater, for teachers with eleven (11) through fifteen (15) years seniority.
4. For the period of the teacher's accumulated sick days or seventy-five (75) calendar days, whichever is greater, for teachers with sixteen (16) through twenty (20) years seniority.
5. For the period of the teacher's accumulated sick days or ninety (90) calendar days, whichever is greater, for teachers with twenty-one (21) or more years seniority.

The first 30 accumulated sick days shall count as one (1) and one-half (1/2) in categories three through five.

Seniority for purposes of this provision shall be defined as uninterrupted (non-terminated) years of employment (service) with Flint Community Schools. (See Appendix S-1, especially numbers one and seven.)

Relative to absence due to illness or disability, it is understood that premium payments for fringe benefits and accrual of sick days continue only during the period that the teacher is covered by accumulated sick days and/or the Sick Bank, whichever is longer, and that the aforesaid provisions of this section are controlling only for purposes of retaining a teacher's position. (See Appendix V, Leaves of Absence, Nos. 2, 3, 4, and 5.)

- O. A teacher shall not be prohibited from returning to work because the teacher is in a cast, on crutches, or using other similar support mechanisms, provided the teacher's physician will certify to the teacher's ability to return to work, and provided further that the teacher can perform the essential duties of his/her assignment.
  
- P. 1. Each full-time adult education teacher may donate not more than twenty-one (21) accumulated sick time hours to a sick bank in each school year. The adult education teacher sick bank shall be administered by the adult education Sick and Emergency Leave Committee. New full-time adult education teachers may enroll in the adult education teacher sick bank during the regular enrollment period in October/November of each school year.

The adult education Sick and Emergency Leave Committee shall consist of three (3) adult education teachers appointed by UTF and three (3) persons appointed by the Board. The Executive Director of Human Resources/Legal Affairs shall be an ex-officio member of the committee entitled to vote only in the event of a tie. In an instance of a tie vote, the vote to break the tie on a particular matter at issue will be by secret ballot. A quorum for a meeting of the adult education Sick and Emergency Committee shall be six people. Either the UTF or the Board may send representative(s) by proxy.

The committee may authorize the use of sick bank hours by any actively employed sick bank member who:

- a. Suffers a serious illness or accident; and
- b. Has used all of his/her accumulated sick time hours; and
- c. Has joined the adult education teacher sick bank and has contributed hours upon the most recent request by the adult education Sick and Emergency Leave Committee. An adult education teacher must be working full time (teaching seven or more classes) in order to contribute hours to the sick bank and to be eligible for a sick bank grant.

There will be a seven (7) calendar day waiting period required for the onset of the member's illness/disability before any hours will be paid from the adult education teacher sick bank. A sick bank grant will conclude at the end of the member's illness/disability or eight calendar weeks from the onset of the member's illness/disability or at the conclusion of a period of scheduled full-time work, whichever occurs first.

- d. An adult education teacher who suffers an illness or injury covered by the Worker's Compensation law will not be eligible to draw sick time hours from the adult education teacher sick bank.

No adult education teacher shall be granted more than 196 hours from the adult education teacher sick bank in any one school year.

It is expressly understood that the sick bank shall not be utilized for other than serious illness, and that subsequent exclusions are illustrative in nature and not intended to be an exhaustive listing. Serious illness shall not include such illnesses as: common flu, common cold, bronchitis, temporary nervous disorders for the first fourteen calendar days, and voluntary surgery, unless deemed life endangering.

A pregnancy related illness or disability shall be treated the same as any other illness or disability.

- 2. To apply for a grant from the adult education teacher sick bank, a member must submit two forms to the Office of Human Resources/Legal Affairs:
  - a. A "Request to the Adult Education Sick and Emergency Leave Committee for use of sick bank days;" and
  - b. A "Doctor's Verification of Illness or Disability Form" (See Appendix P). This form is to be completely filled out by the member's doctor. Incomplete medical information will result in the denial of the request.

On receipt in the Office of Human Resources/Legal Affairs of both of these forms, the request will be placed on the agenda of the next meeting of the Adult Education Sick and Emergency Leave Committee.

- Q. Each adult education teacher teaching full time shall be allowed sick time of seventy (70) hours per year (35 hours per semester).

Each adult education teacher teaching half time but less than full time shall be allowed sick time of thirty (30) hours per year (15 hours per semester). Each adult education teacher teaching three (3) classes but less than half-time shall be allowed sick time of three and one-half (3.5) hours per year.

No other adult education teacher shall be allowed sick time.

Sick and emergency leave time shall be paid at the teacher's hourly rate as set forth in Appendices B-4 through B-6.

An adult education teacher whose class schedule is reduced or increased during a semester or between semesters will have his/her sick time accrual rate reduced or increased in accordance with the sick time accrual schedule detailed above.

Sick time shall be taken in increments of not less than the length of the instructional period from which the adult education teacher is absent, or the remainder of the teacher's sick time allowance, whichever is less.

For illness, MAHS teachers shall have classes held for the greater of three (3) classes (weeks), or the period of accumulated sick days/hours.

Sections A through M, O, and P do not apply to Head Start teachers.

Section N applies to Head Start teachers, except reference to Appendix V does not apply to Head Start teachers.

## **ARTICLE 18**

### **Leaves of Absence**

A. Any K-12, Mott Adult Education, or Head Start teacher who otherwise qualifies for Family Medical Leave under the Family Medical Leave Act may exercise any and all rights set forth in the Act. Teachers may elect, on conclusion of a FMLA leave for childbirth or adoption, to exercise their rights to a parental leave pursuant to this Article. Teachers who take FMLA leave shall be required to repay health care premiums to the District if the employee fails to return to work as provided by the FMLA and the regulations thereunder.

B. Extended Illness

Any K-12 or Head Start teacher whose personal illness or disability extends beyond the period compensated for, or for which a position is held, under the terms of Article 17, shall be granted a continuous extended illness leave of absence without pay. The teacher shall choose one of the following options:

1. The remainder of a school year (plus one or two subsequent school years as needed).
2. An entire school year (plus one subsequent school year as needed).

Un-requested leaves of absence for physical or mental illness and/or disability for K-12 teachers shall be governed by the Michigan Tenure of Teachers Act. (See Appendix V, Leaves of Absence.)

Adult education teachers teaching half time or more whose personal illness or disability extends beyond fifteen (15) working days shall be granted an extended illness leave for one full year or the remainder of a school year.

An additional full year leave of absence may be requested by the teacher. The Board, at its discretion, may grant the request.

C. Paid Personal Business Leave

1. Two days of paid personal business leave per school year shall be granted annually to all full-time employees in a regularly assigned position. Half-time employees will be granted two (2) half-days of paid personal business leave. Adult education teachers shall be granted annually seven (7) hours of personal business time for all full-time MAHS teachers and three and one-half (3.5) hours for all half-time but less than full-time MAHS teachers. Guest teachers or part-time employees will not be eligible for any paid personal business leave days. The annual unused paid personal business leave shall accumulate as Sick and Emergency Leave.
2. It is agreed that paid personal business leave days are provided for legitimate business, professional, and family obligations a teacher regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all-inclusive are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the teacher or members of his/her immediate family, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance.
3. Application for paid personal business leave shall, except in emergencies, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix F. Requests made outside the terms of Appendix F but within the spirit of this Article may be granted. Teachers taking personal business leave days except as stipulated above shall be subject to

discipline. MAHS personal business time must be scheduled in blocks of three and one-half (3.5) hours or seven (7) hours.

4. Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a non-teaching day (except Saturday or Sunday), on the March Human Relations Inservice Day, on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season or on days when final examinations are scheduled, except that paid personal business leave may be taken on such restricted days if a teacher has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocation honoring the teacher, real estate transaction, and other legitimate business on such restricted days, provided that the teacher shall, prior thereto, furnish proof of such business to his immediate supervisor.

D. Religious Observance Leave. Except as otherwise required by law, teachers may use up to three (3) days per year from personal business and/or sick leave account days for major religious observances.

E. Jury Duty and Court Service

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

F. Parental Leave

1. A teacher shall be granted a parental leave without pay at any time for the purpose of childbirth. The teacher shall present a certifying statement from the teacher's physician to the Office of Human Resources/Legal Affairs, whenever possible, sixty (60) days prior to such a leave.
2. A teacher shall be granted a parental leave without pay at any time for the purpose of adopting a child. The teacher shall notify the Office of Human Resources/Legal Affairs at the time of application for adoption and, further,

if an interval of sixty (60) days elapses following the most recent notice to the Office of Human Resources/Legal Affairs of the pending adoption, the teacher shall submit a re-notification notice.

3. The teacher shall choose one of the following options for his/her leave:
  - a. The remainder of a school year (plus one or two subsequent school years as he/she desires).
  - b. An entire school year (plus one subsequent school year as he/she desires).
4. Adult education teachers teaching half time (as set forth in Appendix AB) or more, shall, subject to the procedures detailed above, be granted a parental leave for one full year or the remainder of a school year.

An additional full year leave of absence may be requested by the teacher. The Board, at its discretion, may grant the request.

G. Military Leave

1. Leave for extended military service will be granted in accordance with the requirements of federal and state law.
2. Whenever a teacher 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 that the total period of such service does not exceed two (2) calendar weeks in any single calendar year. Before such payment shall be made, the teacher shall file in the Office of Human Resources/Legal Affairs a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

- H. Detached Service Leave. The Board shall grant, provided the teaching program of the department or school and the interests of the Flint school system are not seriously impaired by the teacher's absence, a detached service leave for work with an official governmental agency including the Peace Corps, or for serving in an elected political office or as an aide to an elected political official. A teacher who is on tenure and who is granted detached service leave shall not forfeit his/her tenure status.

Any time spent on such detached service leave shall not be considered as additional experience on the salary schedule.

The teacher shall choose one of the following options for his/her leave:

1. The remainder of a school year (plus one or two subsequent school years as he/she desires).
2. An entire school year (plus one subsequent school year as he/she desires).

Adult education teachers teaching half time (as set forth in Appendix AB) or more, shall, subject to the procedures detailed above, be granted a detached service leave for one full year or the remainder of a school year.

An additional full year leave of absence may be requested by the teacher. The Board, at its discretion, may grant the request.

I. Sabbatical Leave

1. Sabbatical leaves for study and research will be granted by the Board to teachers who have completed seven (7) years of service in the Flint Community Schools. Such sabbatical leaves shall be in recognition of significant service in the Flint Community Schools and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the Flint Community Schools. The Board, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider the criteria set forth in Appendix K.
2. Each year, one percent (1%) of the teachers in K-12 who are otherwise eligible will be granted sabbatical leave. In calculating the maximum number of persons who would be eligible, fractions will be rounded off to the nearest whole number and half-year sabbatical leaves will be considered leave for one-half person.
3. Sabbatical leave may not be granted to one individual more often than once every seven (7) years. It will be granted only when the proposed purpose of the leave warrants it and when the teaching program of the department and the interests of the Flint school system will not be seriously impaired by the teacher's absence.
4. A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. Each teacher on sabbatical leave shall receive one-half the pay he/she would otherwise receive during the period of this

sabbatical leave plus the medical-hospitalization insurance and life insurance, dental insurance, and long-term disability coverage as provided in this Agreement, except that long-term disability coverage will become effective at the end of the stipulated leave period, upon a doctor's written certification of continued disability. A teacher on sabbatical leave shall not render service for compensation in another educational institution, provided, however, that this shall not preclude the acceptance of a fellowship or other assistance in research. Applicants for a Study Sabbatical who are granted such sabbatical must carry a full load of academic courses as determined by their university, college, or training institution.

5. Application for sabbatical leave shall be made in writing and received by the division head not later than March 1 preceding the school year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Flint school system.
6. Each teacher who is granted sabbatical leave will be expected to return to his/her duties in the Flint school system for at least one (1) year and upon returning, shall present a full report regarding the use of his/her sabbatical leave to the division head.
7. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.
8. A teacher who has had his/her sabbatical leave approved pursuant to the procedures of Appendix K shall, except by mutual agreement between the Board and the teacher, be returned to the teaching assignment from which the leave was granted, provided the sabbatical program is directly related to the teacher's former teaching assignment and provided further that the teaching assignment continues to exist upon the teacher's return. All other teachers granted sabbatical leave shall be returned from leave in accord with the language of Article 16, Section G.

J. Study Leave

A teacher may submit a plan for a year of fully scheduled academic study which substantially contributes to his/her competence in his/her teaching assignment. Such plan will be reviewed by the division head and if approved the leave shall be granted. One 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 a teacher unless he/she is requested to take additional study leave by the Board.

No more than ten study leaves for which experience increments are granted will be approved in any one academic year. (No more than one of the designated study leaves will be approved in any one academic year for teachers assigned to the Head Start program.) Denial of study leave may be grieved on the grounds that such denial is unreasonable, provided that no denial shall be unreasonable if ten 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 teachers seeking study leaves.

Adult education teachers teaching half time (as set forth in Appendix AB) or more, shall, subject to the procedures detailed above, be granted a study leave for one full year.

An additional full year leave of absence may be requested by the teacher. The Board, at its discretion, may grant the request.

K. Professional Leaves

Full pay may be granted to teachers to attend professional meetings or other special assignments with the approval of their immediate supervisor, and under established procedures.

L. Return of Administrators, and Employees Assigned to Positions for Which a Teaching Certificate is Required, to a Teaching Position

1. Administrators (administrators, community school directors, or others in a position requiring a teaching certificate as determined by the job description and/or State law or Department of Education regulation) shall be returned to the teacher bargaining unit and assigned in the administrator's major or minor area according to his/her seniority.
2. No administrator shall be returned to the teacher bargaining unit and be retained in the teacher bargaining unit if a teacher with more seniority is laid off in or is eligible for recall to the same predominant subject area to which the administrator is considered for return and placement. If this should happen, the administrator shall also be laid off and be recalled under the recall language of Article 16, Section I, Number 2.
3. Predominate, for purposes of the above provision, shall be defined as the majority subject area of the assignment. For example, if the assignment has three math classes and two science classes, the predominate teaching area for assignment purposes would be math.

- M. Student Teaching Leave. Head Start teachers shall be eligible for an unpaid leave of absence to pursue, under university supervision, a student teaching program so as to acquire teaching certification. Requests for approval shall be submitted to the Office of Human Resources/Legal Affairs prior to June 1st for leaves to be granted during the term of the subsequent school year. Leaves may be granted for less than one year upon approval of the Board.

Leaves of absence for acquiring teaching certification, upon timely application, shall be approved by the Board, provided the instructional offerings of the Head Start program are not seriously impaired by the teacher's absence.

- N. Miscellaneous (See Appendix V, Leaves of Absence.)

1. Leaves of absence under this Article, with the exception of paid personal business leave, extended illness and parental leaves, shall be granted only after the completion of probationary service.
2. Teachers on leave of absence for other than military service, detached service, or sabbatical leave shall not receive years-of-service credit toward salary increments for the period of the leave, but administrators as defined in K-1 above on administrative assignment or in positions for which a teaching certificate is required shall receive years-of-service credit toward salary and service increment for the period of the administrative assignment.
3. A teacher returning from leave of absence or an administrator returning to the teacher bargaining unit shall be offered the first vacancy for which he/she is qualified and certified pursuant to the language of Article 16, Section G, except as provided otherwise in Article 17, Section N, and Article 18, Section I(8) above, for teachers.

Except as provided in Article 17, Section N for teachers, return to the teacher bargaining unit shall be at the beginning of a school year, pursuant to the language of Article 16, Section G, provided that a teacher or administrator may request and may be granted return to the teacher bargaining unit at any time pursuant to Article 16, Section G, provided a vacancy exists for which the teacher or administrator is certified and qualified.

4. A teacher on leave for at least a semester shall be required to notify the Office of Human Resources/Legal Affairs, in writing, not less than ninety (90) days prior to the expiration of leave, whether he/she will return to employment. A teacher not conforming to this notice requirement may have his/her employment terminated.

5. If a teacher is not offered employment upon termination of his/her leave, he/she shall be laid off and be subject to recall in accord with the provisions of Article 16, Section I (2).
6. Additional full years leave of absence above those specified in Sections A through K may be requested. The Board, at its discretion, may grant the request.
7. MAHS teachers shall be granted a leave of up to six (6) weeks for childbirth and be entitled to return to their previous positions.

O. Return from Leave Procedures, Adult Education Teachers

1. Leaves of absence, with the exception of extended illness and parental leaves, shall be granted only after completion of a two-full-year probationary period.
2. Adult education teachers on leave of absence for other than military service shall not receive years-of-service credit on the salary schedule for the period of the leave or assignment.
3. An adult education teacher returning from leave shall be offered the first vacancy for which he/she is qualified and certified. Return shall be at the beginning of the school year unless agreed otherwise by the teacher and the Board.
4. An adult education teacher on leave for at least a semester shall be required to notify the Office of Human Resources/Legal Affairs, in writing, not less than ninety (90) days prior to the expiration of leave, whether he/she will return to employment. A teacher not conforming to this notice requirement may have his/her employment terminated.
5. If an adult education teacher is not offered employment upon termination of his/her leave, he/she shall be laid off and be subject to recall in accord with the provisions of Article 16, Section J(4).

P. Return from Leave Procedures, Head Start Teachers

1. Leaves of absence, with the exception of paid personal business leave, extended illness, and parental leaves, shall be granted only after completion of a two-full-year probationary period.
2. Head Start teachers on leave of absence for other than military service or detached service shall not receive years-of-service credit on the salary schedule for the period of the leave.

3. A Head Start teacher returning from leave shall be offered the first vacancy for which he/she is qualified and approved by program requirements, pursuant to Article 16, Section G, except as provided otherwise in Article 17(N). Return shall be at the beginning of the school year, unless agreed otherwise by the teacher and the Board.
  4. A Head Start teacher on leave for at least a semester shall be required to notify the Office of Human Resources/Legal Affairs, in writing, not less than ninety (90) days prior to the expiration of leave, whether he/she will return to employment. A teacher not conforming to this notice requirement may have his/her employment terminated.
  5. If a Head Start teacher is not offered employment upon termination of his/her leave, he/she shall be laid off and be subject to recall in accord with the provisions of Article 16, Provision K(5).
- Q. Any teacher on any leave of absence may volunteer to guest teach and shall be paid, provided teachers on medical leave may not guest teach (except that the district may make an exception as a part of a rehabilitation and/or phased reentry program).

Sections I, N, and P of this Article do not apply to adult education teachers. Sections I, N, and O of this Article do not apply to Head Start teachers.

## **ARTICLE 19**

### **Retirement Benefits**

- A. A retirement benefit payment of two hundred fifty dollars (\$250.00) per year of service in the Flint school system will be paid upon retirement thereafter to:
1. Any teacher who retires at the end of the school year in which he/she attains age 60.
  2. Any teacher who has twenty (20) years of service in the Flint school system, and who retires at the end of the school year in which he/she attains age 55 or at the end of any school year thereafter, unless the Board approves retirement at a time other than the end of the school year, or any teacher who has twenty (20) years of service in the Flint school system and who qualifies for retirement under the State Retirement Plan, and who retires at the end of the year, unless the Board approves retirement at a time other than the end of the school year.
  3. Any teacher who retires after reaching age 55 who has fifteen (15) years of service in the Flint school system if retirement is the result of ill health

sufficient to qualify such teacher for disability retirement under the Michigan Retirement System for Public School Employees Act.

B. Terminal Pay for Unused Sick Days.

1. Any K-12 teacher who retires under the terms and conditions of Paragraphs A(1) and A(2) shall receive forty-five dollars (\$45.00) additional terminal pay for each unused earned sick day up to one hundred forty-five (145) days at the time of retirement. Beginning with the 146th day, \$10.00 per day will be paid.
2. Any adult education teacher who retires under the terms and conditions of Paragraphs A(1) and A(2) shall receive seven dollars and fifty cents (\$7.50) additional terminal pay for each unused hour of sick leave up to three hundred (300) hours at the time of retirement.

C. For the purposes of Paragraphs A(1) and A(2), the school year is defined as beginning on September 1 of any given year and ending August 31 of the following year.

1. A year of service (not seniority) with the Flint Community Schools shall be defined as student contact days plus five (5) for each year. Days from various years shall be added together to constitute years of service and fractions thereof. Fractions of years shall be pro-rated per day. Half-time employees need two (2) days of work for one (1) day of service credit.
2. For purposes of this Article, service continues to accrue while a teacher uses personal sick days or Sick Bank days. Once a teacher no longer uses sick days or the Sick Bank, credit for years of service for retirement ceases to accrue.

D. If a teacher employed by the Board dies after the fulfillment of conditions in A(1) and A(2) above, but prior to payment of those benefits in the provisions A and B above, the said benefits shall be paid to the survivors or to the estate of that qualifying teacher.

## ARTICLE 20

### Insurance Protection

- A. Health Coverage. The District will provide health insurance benefits to regularly assigned full time teachers and their eligible dependents through HealthPlus of Michigan. Eligible bargaining unit members may select from among PPO Plans 1PD250X2, 1PD500X2, or HDHP2N, and HMO Plans ZG, DVDB, or DXDO. Annually, the District will pay on behalf of each eligible employee who elects

coverage the lesser of (1) \$5,500.00 for employees with single person coverage, \$11,000.00 for employees with individual and spouse coverage, or \$15,000.00 for employees with family coverage, or (2) the premium amount for the selected coverage. If, during the term of this Agreement, the state Treasurer adjusts the annual payment limits permitted for each coverage category pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, the adjusted annual payment limits will apply for the next benefit plan coverage year beginning after the adjustment. Teachers will pay any premium contributions through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District.

1. Comparable Insurance. The District has the sole authority to select or change the insurance carriers to provide health coverage required by this Article, provided the benefits are comparable, and there is no interruption in coverage for eligible employees.
2. National or State Health Plan. The District will have the right to provide health insurance benefits to bargaining unit members under a national or state health plan during the term of this Agreement.
3. Medicare Reimbursement. The District shall provide for each regularly assigned full-time teacher eligible for and enrolled in Medicare Part A (hospitalization) and Part B (medical) the entire premium the teacher pays for his/her Medicare coverage, upon presentation of verification of premium payment to the Office of Human Resources/Legal Affairs. In no event shall the reimbursement for such premium exceed the premium amount paid by the District for teachers not eligible for Medicare coverage.
4. 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 year paid in four equal installments of \$500 quarterly during the school year.

B. Other Insurance Benefits.

1. Life Insurance. The District shall provide, without cost, to regularly assigned full time teachers, group term life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$50,000.
2. Long-Term Disability Insurance. The District will provide, without cost, long-term disability insurance to regularly assigned full time teachers. The policy will provide a forty-five (45) working day elimination period; reimbursement of two-thirds ( $\frac{2}{3}$ ) of gross contractual salary, with a monthly cap of \$5,500; and benefit termination at age sixty-five (65).

3. Dental Care Insurance. The District will provide, without cost, dental care insurance to regularly assigned full time teachers. Such plan shall provide a benefit level of eighty percent (80%) of Class I, Class II, and Class III benefits as defined below:
  - a. Class I Benefits. Includes basic dental services, i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), endodontic, and periodontic services.
  - b. Class II Benefits. Includes prosthodontic services -- bridges, partial, and complete dentures.
  - c. Class III Benefits. Orthodontic services; includes procedures for the prevention and correction of malposed teeth. Class III benefits are for dependent children.

All teachers shall be eligible for dental coverage from the District, even if the teacher, the teacher's spouse, or the teacher's dependents have dental coverage paid by any other source. Teachers with dental insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.

4. Vision Care Insurance. The District will provide, without cost, vision insurance to regularly assigned full time teachers with benefits comparable to the specifications of the VSP-2 Silver in effect for bargaining unit employees in June, 2009. All teachers shall be eligible for vision coverage from the District, even if the teacher, the teacher's spouse, or the teacher's dependents have dental coverage paid by any other source. Teachers with vision insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.
- C. Part-Time Teachers. Each teacher under contract to work less than full time but one-half time or more, is entitled to receive health, life insurance, long-term disability, dental and vision benefits. The District will pay one-half ( $\frac{1}{2}$ ) of the premium amounts it would pay for the teacher and dependents if the teacher were a regular full-time teacher; provided, however, the District will pay the full premium for long-term disability benefits set forth in paragraph B(2) of this Article for teachers involuntarily assigned by the District to half-time positions. The teacher will pay all amounts in excess of the District's required contribution through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District. Teachers working less than half-time, teachers who by their request are placed in half-time positions, and guest teachers are not entitled to any fringe benefits under this Article.

D. Adult Education Teachers.

1. Adult Education teachers who lose their eligibility for health care coverage during or between semesters as a result of a reduction in teaching hours shall have the health care premium subsidy paid until the first of the next month, and may continue coverage by payment of premiums through the District.
  2. Adult education teachers who become eligible for health care coverage during or between semesters will have the appropriate premium subsidy paid by the District effective with the first of the month after the teacher becomes eligible, or when insurance company requirements are met, whichever is later.
  3. Adult education teachers electing health care coverage through the District are required to submit annually an affidavit certifying that they are not covered under any other employer-sponsored or group health care program before the health care subsidy will be implemented by the District.
  4. Health care coverage shall begin only upon completion of the appropriate health care application and affidavit. The District shall inform all newly hired teachers that it is their obligation to complete the appropriate health care application form and affidavit before health care coverage will be provided. In addition, the District shall place in the first paycheck of each semester, or as soon thereafter as possible, a notice indicating that it is the obligation of adult education teachers to complete the affidavit and appropriate health care application to obtain health care coverage.
- E. The District has the sole authority to select other insurance carriers to provide the coverages required by this Article, provided the benefits are comparable, and there is no interruption in coverage for eligible employees.
- F. The District, by providing the coverages set forth in this Article, is relieved from all liability with respect to the benefits provided by those coverages.
- G. All teachers, as an ongoing condition of continuing coverage, are obligated to comply with all terms of the insurance policies provided under this Article.
- H. The cost of sponsored dependent coverage for all sponsored dependents will be borne by the sponsoring employee and not by the District.

## ARTICLE 21

### Protection of Teachers

- A. The Board hereby assures teachers that it will put its full support behind the student discipline procedures and policies recommended and adopted by the Board in matters of discipline, including enforcement of the Code of Student Conduct. The District and the teachers recognize a mutual responsibility for the enforcement of such policies. Such policies will be enforced fairly and consistently without bias due to race, creed, or color.
- B. Any case of alleged assault on a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board by the teacher or his/her representative. The Board shall render all reasonable assistance to the teacher (excluding legal counsel) in connection with the handling of the incident by law enforcement, judicial, and medical authorities, including filing appropriate legal reports as required by law. The District administration shall promptly report any case of criminal assault upon a teacher while the teacher is acting in the line of duty.
- C. In the case of an assault against a teacher which had its inception in a school-centered problem, causing the teacher to become disabled from work, and if the teacher is determined by the Board or its designee not to be at fault, the Board shall pay the difference between the teacher's regular daily salary minus salary offsets provided by, or contributed to by the Board, all compensation received as a result of new gainful employment, and all income resultant from an increased time commitment to previously held other employment, other than that with the Board, for the period of disability, not to exceed two (2) years. If the teacher does not agree with the Board's determination regarding fault, the teacher may file a grievance.
- D. In paragraph C of this Article, the Board reserves the right to have the employee examined by a physician selected by the Board. The cost of such examination shall be borne by the Board.
- E. Any complaints by a parent of a student directed toward a teacher which become a matter of record shall be promptly called to the teacher's attention. The teacher shall have the right to attach a written response to the complaint.
- F. Credit references or official teacher evaluations shall not be released from a teacher's personnel file and forwarded to an outside institution without written consent from the teacher except as required by law.
- G. On days when students are excused from being in attendance in the entire school district as a result of a snow or other emergency declared by the District, teachers will be excused from school without penalty. The provisions for making

up postponed days are covered in Appendix D-5 for K-12 teachers. In the case of an individual building closing, teachers will be notified where to report. The District will follow the State of Michigan guidelines on snow or other emergencies with regard to Mott Adult High School.

- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.
- I. Students who assault a teacher as defined by the Student Code of Conduct, either with or without a weapon, shall be removed from that teacher's class immediately and suspended pending investigation and/or an expulsion hearing. In the event the student is not expelled they shall be reassigned to another class and/or school. If such an alternate placement is not possible, the parties will meet to seek agreement on another alternative.
- J. Teachers who are assaulted shall participate fully in all investigations and expulsion hearings.

## **ARTICLE 22**

### **Teacher Evaluation**

- A. The evaluation of the work of all teachers is a responsibility of the administration. In order that each teacher may be aware of his/her strengths and weaknesses, a written teacher evaluation will periodically be given to each K-12 teacher and each adult education teacher teaching four classes or more (see Appendix AB). The written evaluation will include a statement of strengths and deficiencies, a statement of the improvements desired, a statement of how to attain the desired improvements, a statement providing a reasonable period of time in which to attain the desired improvements, and what consequences may occur if the desired improvements are not achieved. The evaluation form is set forth in Appendix H-1 for K-12 teachers and in H-3 for adult education teachers teaching four classes or more. There shall be no obligation to evaluate adult education teachers teaching less than four classes.
- B. K-12 teachers rated unsatisfactory at the end of a school year, but who have not been recommended for termination, shall be retained at their current experience step. In the case of teachers at the maximum step, they shall be retained at their current salary. The decision to restore the teacher to his/her appropriate position on the schedule or to terminate the teacher's services will be made prior to the end of the school year following the year of the unsatisfactory evaluation.

The Office of Human Resources/Legal Affairs shall provide the UTF with a preliminary status report on K-12 teachers recommended for retention at their previous salary step by April 1st of the year in which the evaluations are

completed recommending said salary freeze. The preliminary status report shall be as complete as possible and shall be updated as any additions or deletions shall become known by the Office of Human Resources/Legal Affairs. Said status report will further provide information on those teachers who were subject to a salary freeze in the previous year. The UTF will be provided with a finalized status report on those teachers whose salaries are to be frozen for the subsequent school year upon final action being taken by the Board, but no later than June 30. The status reports shall include name, evaluation rating, and recommendation regarding employment status for the subsequent school year.

- C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the UTF may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. The procedures to be followed in the evaluation of teachers shall be as set forth in Appendix I.
- F. An adult education teacher's probationary period is four years in length. A Head Start teacher's probationary period is two years in length, unless extended for an additional year upon notice to the affected teacher. Once the probationary period has been served, employees will be viewed as permanent, or non-probationary employees.
- G. Head Start program officer(s) and/or other appropriate program or agency officials may become involved in the evaluation of Head Start teachers. Evaluative comments or documents will be incorporated into performance reports and may be included in the employee's final evaluation, pursuant to the procedures of this Article and Appendix I.
- H. Driver Education Evaluation
  - 1. Driver education teachers will be evaluated at least once during the summer in order that they may be made aware of their strengths and weaknesses and so that they can make improvements when needed.
  - 2. All teachers will be evaluated using the performance report and evaluation form in Appendices H-1 and H-2. There shall be at least one performance report for each evaluation.

3. Driver education teachers may be terminated and/or barred from teaching summer driver education upon the recommendation of their evaluator. Such recommendation shall be in writing and detail the reasons for the unsatisfactory performance. The reasons provided in the written recommendation shall not be arbitrary or capricious.
- I. The Teacher Assessment Pilot shall not continue for the duration of this Master Teacher Contract.

## **ARTICLE 23**

### **K-12 Summer School and Summer Assignments**

Salaries for summer school teachers in K-12 shall be calculated as follows:

- A. Teachers selected for summer school or summer program assignments requiring a teaching certificate shall be paid an hourly rate of twenty-seven dollars and fifty cents (\$27.50). Teachers accepting a summer school or summer assignment agree to work the entire assignment.
- B. Summer school teachers shall be entitled to two (2) summer school days of sick leave with no deduction from pay, provided that the Board may request submission of a doctor's certificate as proof of illness. Such sick leave shall not be accumulated from summer to summer or added to a teacher's regular sick leave accumulation.
- C. Human Resources will make a reasonable effort to secure a guest teacher. The Board, however, will provide and maintain in the Office of Human Resources/Legal Affairs a list of summer school guest teachers and, at a teacher's request, will secure a guest teacher. The teacher will cooperate with the Office of Human Resources/Legal Affairs in making any arrangements necessary for the guest teacher to assume his/her classroom responsibilities.
- D. Summer school teachers shall not be required to make inquiries with respect to the legitimacy of or reasons for student absences.
- E. Summer school for the purposes of this Agreement shall mean those courses offered during June, July, and August which are the same as those offered during the regular academic year, including Title I programs or other grant-based or compensatory education funded programs, except at the Skill Center (and for driver education), where all credit classes taught during June, July, and August that require teacher certification shall be covered by Article 23.

All District schools or programs who write grants for summer programs that require staff shall notify the Executive Director of Human Resources/Legal Affairs, or her/his designee, of projected staffing needs if the grant application is successful. Such notice must be concurrent with the filing of the grant application. The Office of Human Resources/Legal Affairs will distribute to the United Teachers of Flint and to the District's teaching staff a current list of all potential summer positions, other than positions needed for summer/school/summer programs as defined in Paragraph A, as the potential positions become known to the Office of Human Resources/Legal Affairs. All District schools or programs who receive grants for summer programs that require staff shall work collaboratively with the Office of Human Resources/Legal Affairs to fill those positions.

Summer assignment applications shall be filed with the Executive Director of Human Resources/Legal Affairs not later than March 1st. (Applicants must have valid endorsements and/or teaching certificates on file in the Office of Human Resources/Legal Affairs by March 1st. Applications filed after that date, or without the appropriate endorsements and/or teaching certificates, will not be considered.)

Applications for summer school shall state one teaching choice for assignment to:

1. Secondary School Department (or driver education programs);
2. Elementary School (lower); and
3. Elementary School (upper).

F. Applications for summer school or summer assignments will be determined as follows:

1. Only full-time teachers with three (3) years or more of consecutive Flint service are eligible to apply for summer school positions. The teacher must have taught in the area (i.e., English, industrial arts, reading, etc.) for which he/she is applying at least one (1) of the last three (3) years and be certified to teach the class and meet North Central requirements at the high school level. (This provision shall not apply to driver education.)

Driver Education: Any teacher applicant that is certified to teach driver education will have his/her name placed in the summer lottery for summer driver education, provided he/she is a full-time teacher with three or more years of consecutive Flint service and meets North Central requirements at the high school level.

2. The names of the eligible applicants for positions to be filled will be entered into a lottery. The lottery will take place no later than March 15th, in the presence of at least one (1) officer of the UTF. Summer school principals will interview all applicants and submit to the Office of Human Resources/Legal Affairs a rank order of teachers interviewed. Where the lottery and rank order agree, those teachers shall be appointed to the position in their lottery order, if available. Positions not filled by this manner will be filled by the remaining pool of teachers in their lottery order. For Title 1 in-building summer programs, a separate lottery will be held for each such program among those building specific applicants. The Joint Labor-Management Committee of the UTF/FBE may substitute an alternative selection procedure for use after the 1996 summer school. Teachers receiving an appointment will not be eligible for a summer school position for the next two (2) years, unless all other eligible teachers refuse or are otherwise disqualified.

As to driver education, there shall be a second lottery for those applicants determined ineligible because they have taught driver education during the past two summers. Applicants from the second lottery shall be selected to teach driver education if there are still vacancies after the applicants from the first lottery have been placed into positions.

Listing of teachers for placement in summer school assignments shall be posted in the Office of Human Resources/Legal Affairs by April 1st. A copy of the list shall be mailed to the UTF. Recognizing the need for each high school to have counseling representation at the summer high school, counselors will be selected as stated in item F (2) above in this Article.

3. If an assignment has been made and the class for which the assignment was made is not offered, the teacher will remain eligible for any vacancies that might occur and remain eligible for any future summer school placement if his/her assignment does not materialize. A teacher who applies for summer school and who is assigned and then withdraws shall lose summer school eligibility, provided that a teacher may withdraw his/her application before May 1st without penalty.

G. All applicants will receive notification by June 1st, if possible, from the Office of Human Resources/Legal Affairs:

1. That they have been appointed to a position;
2. That there is a possibility for appointment at a later date; or
3. That they will not be appointed this summer.

- H. Teachers' preparation of summer "take-homes" shall be only on a voluntary basis.
- I. Driver education summer school shall consist of three sessions of three weeks each, unless an alternative program configuration is determined by the Board. Driver education session(s) may be eliminated at any time, subject to F (3) above. If the teacher selected from the lottery determines that he/she does not want to work the full summer program, the following shall apply:
1. The teacher may take off one session if another qualified teacher can be hired.
  2. The teacher must notify the Office of Human Resources/Legal Affairs in writing within two (2) weeks of his/her appointment to summer driver education that he/she wishes a session off and which session he/she wants off.
  3. The district shall first go to the original lottery list, if there are still names remaining, and contact the next teacher on the list for the available session. If a replacement cannot be secured from the original lottery list, the district will then go to the second lottery list. If a replacement cannot be found from these lists, the district may then go to other ineligible applicants and/or outside of the bargaining unit.
  4. The teacher selected initially, and not the guest teacher, shall be credited with the two sick days provided in Section B.
  5. The summer session for the teacher selected initially to teach driver education shall count as that teacher's appointment for purposes of F (2) above.
- J. The evaluation procedures for driver education teachers are covered in Article 22, Section H.

Article 23 does not apply to Head Start teachers.

## **ARTICLE 24**

### **Excellence**

- A. Teacher Inservice Education Visitations. The parties agree that one excellent way to foster teacher inservice education is through encouraging teacher visitations to classrooms of other teachers. Teachers are encouraged to visit classrooms in the same building, other District buildings, and buildings in other districts.

The purpose of the visit would be to observe a teaching method or topic that may be incorporated into the visiting teacher's instruction to improve his/her teaching. For purposes of implementing this article, such visitations are voluntary for all parties. The building administrator shall make the arrangements for the visits.

Teachers and administrators may employ one of the following methods to facilitate classroom visits:

1. Teachers voluntarily using their planning periods to cover classes of colleagues who would then be freed for visits. The coverage would normally be reciprocated by the other teacher.
2. The use of District funds to hire guest teachers. One source of funds could be the use of available professional development funds. Other limited funds may be available.
3. Using District and/or building inservice days to visit other classrooms.

B. Building Leadership and Instructional Time. The parties agree that quality building leadership is critical to improving the quality of education in Flint. The building principal is one of the critical persons that must offer quality leadership to the staff, students, and community.

Accordingly, the parties agree to work to free time up for the building principal to fulfill the role of instructional leader.

Quality classroom management (i.e., discipline) is one method to provide excellent education.

C. Joint Paperwork Review Committee. The parties also agree that increased time to teach is very important to improving education. Freeing the principal and teachers from unnecessary paperwork is one method to provide time for leadership and instruction. Accordingly, there is established a joint UTF/Board Paperwork Review Committee. The Committee shall be composed of an equal number of representatives of the Board and UTF.

The Committee shall annually review in the spring of the year any changes in the paperwork pattern within the School District at the elementary, secondary, and adult education levels. Subsequent to the annual review, the Committee may make recommendations as to the paperwork pattern within the District insofar as same is consistent with a sound instructional program.

The Committee should adhere to the following criteria in reviewing the paperwork pattern:

1. Paperwork to be considered is that which conforms to the following categories:
    - a. Instructional--directly related to the instructional program.
    - b. Communications--related to external and internal delivery of information.
    - c. Administrative--required as a matter of procedure or record keeping.
  2. Paperwork will be retained if it complies with one or more of the following standards:
    - a. Useful to the teacher;
    - b. Useful to the parent;
    - c. Useful to the administration or District.
  3. Useful paperwork will not be:
    - a. Redundant or duplicative;
    - b. Time consuming;
    - c. Complicated.
  4. Paperwork procedures and formats should (as much as is feasible) be systematic, uniform, and simple.
- D. Teacher Enrichment, Retraining, and Remediation. Teachers should avail themselves of courses and programs provided for purposes of enrichment, teacher retraining, and remediation.

## **ARTICLE 25**

### **Discipline of Teachers**

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers. "Discipline" means oral reprimand, written reprimand, suspension, demotion, discharge, and/or non-renewal of a contract. The Board will notify the UTF before such rules and regulations are adopted.

- B. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion, discharged, nor have a regular teacher contract (Appendices G-1, G-2, G-4, or G-5) not renewed without just cause. The teacher must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Just cause includes but is not limited to:
  - 1. Incompetence;
  - 2. Violation of the reasonable rules and regulations adopted by the Board;
  - 3. Moral misconduct; and/or
  - 4. Any violation of the terms of this Agreement.
- C. Probationary teachers who are discharged or whose contract is not renewed pursuant to this Article may have the benefit of hearings at all levels of the grievance procedure except Level III. Binding arbitration is expressly denied to probationary teachers.
- D. Teachers not on probation who are discharged or whose contract is not renewed pursuant to this Article may have the benefit of all levels of the grievance procedure, including binding arbitration; provided that if a tenured teacher shall demand a hearing under the Michigan Teachers' Tenure Act, the grievance shall be deemed dismissed forthwith.
- E. The Board may give such notices as are required or permitted by the Michigan Teachers' Tenure Act prior to or during the pendency of any grievance.
- F. "Non-renewal of a contract" as set forth in Sections A, B, and C does not include reduction in staff as set forth in Article 16.

## **ARTICLE 26**

### **Grievance Procedure**

- A. Definitions
  - 1. A grievance is a claim, by one or more teachers, filed either individually or by the UTF where the subject of the grievance affects the bargaining unit as a whole or a substantial portion thereof, of improper application or interpretation of this Agreement or personnel policy as established from time to time, specifying the part of the Agreement or personnel policy which is claimed to be violated and the specifics of such violation.
  - 2. The term "teacher" includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this agreement.

3. The term “days,” when used in this Article, shall mean school teaching days, except that it shall mean weekdays when schools are in summer recess.
4. The immediate supervisor for adult education teachers shall, for purposes of the grievance procedure, be defined as the Director, Mott Adult High School.
5. The immediate supervisor for Head Start teachers shall, for purposes of the grievance procedure, be defined as the Director of Early Childhood Education.
6. Placement or non-placement on a building preferred guest teacher list shall not be grievable.

B. Purpose

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement or established personnel policy. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. Structure

1. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, without the intervention of the UTF if the adjustment is not inconsistent with the terms of this Agreement and the UTF has been given an opportunity to be present at such adjustment.
2. Any teacher may be represented at the first and second level of this procedure by a representative of the UTF, provided that if the representative at the first level is not a member of the bargaining unit, the principal will receive prior notice that such a representative will be present at any first level meeting.
3. There shall be established by the UTF a Central Grievance Committee (CGC) which shall consist of no more than four (4) persons selected by the UTF. This Committee shall represent the UTF at the second and third levels of this procedure.

4. The Board's Appeal Committee at the second level shall consist of the Superintendent, or designee; and the Assistant Director of Human Resources/Legal Affairs.
5. Upon the request of either party hereto or of the teacher or teachers involved in a grievance, the latter may be present at any level of the grievance procedure.

D. Procedures

The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party. If the grievance is filed on or after June 1, the parties will endeavor to effect a solution as soon thereafter as practicable.

1. Level One

- a. A teacher with a grievance may initiate this procedure in one of the following ways:
  - 1) He/she may approach his/her immediate supervisor and discuss the matter in his/her own behalf, or
  - 2) He/she may request that a representative of the UTF accompany him/her in approaching his/her immediate supervisor. In such case, the supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which a representative is to be present.
- b. In the event that steps (1) or (2) are unsuccessful, or one of the parties to the grievance does not wish to use these steps, the teacher may file a formal grievance on a form to be supplied by the UTF. The form shall be completed in quadruplicate, one copy for the grievant, one for the UTF, one for the immediate supervisor, and one for the Office of Human Resources/Legal Affairs. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after notice of the facts giving rise to the grievance came to the teacher's attention.
- c. Within five (5) days of the filing of a formal grievance, a meeting shall take place between the immediate supervisor, the grievant, and the UTF representative at the request of either the grievant or the supervisor. The immediate supervisor shall provide an answer to the grievance in writing within five (5) days of any meeting, or in

the absence of a meeting, within five (5) days of the filing of the grievance.

2. Level Two

- a. In the event the grievance is not satisfactorily resolved at Level One, the CGC will determine whether it believes the grievance has merit. Within ten (10) days of receipt of the answer at Level One, the UTF will notify the Assistant Director of Human Resources/Legal Affairs whether it intends to process the grievance any further.
- b. If the UTF gives notice that it intends to appeal the grievance, the parties shall, as soon as possible after receipt of such notice, convene a second level meeting between the CGC and the Board's Appeal Committee. A written decision shall be rendered by the Appeal Committee within ten (10) days thereafter and delivered to the UTF.

3. Level Three

- a. Within ten (10) days of receipt of the answer at Level Two, the UTF may by notice request that the matter be submitted to arbitration.
- b. The parties will select an arbitrator from its agreed panel of six arbitrators. The selection of an arbitrator will be by blind draw. Each member of the panel will be used before a new rotation occurs. The parties will, from time to time, review the panel and may mutually agree to change the panel membership.
- c. It shall be the function of the arbitrator, and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
  - 1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2) The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted.
  - 3) The UTF and the Board shall not be permitted to assert in any arbitration proceeding any ground or to reply to any evidence not previously disclosed to the other party.

- d. 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.
  - e. The fees and expenses of the arbitrator shall be shared equally by the Board and the UTF. 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. Matters arising out of the first sentence of Article 14(A) and Article 14(A) (6) (except for Article 14(A) (1) and (A) (2) per K-1 class size which shall be subject to arbitration) and Article 14(B) and (E) of this Agreement shall not be subject to arbitration.
- E. It is understood that if any teacher files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.
- F. Miscellaneous
- 1. Copies of all written answers at any level of this procedure shall be given to the grievant and to the UTF.
  - 2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.
  - 3. No grievance shall be filed by any teacher after the effective date of his/her resignation.
  - 4. No reprisal of any kind, including harassment, shall be taken by or against any participant in the grievance procedure by reason of such participation.
  - 5. Any Article or provision of the contract deemed as being without application to adult education teachers, as set forth in Appendix Z or specific sections of the Master Teacher Contract, shall not be processed under the procedures of this Article for adult education teachers.

G. Grievance Settlements and Personnel Records

1. The Board will not place any mention of grievance settlements in district files, including the Office of Human Resources/Legal Affairs and building files, and exempting only the district central grievance files.
2. The Board will, beginning with the grievance settlement reached in grievance no. 1979-80.39, keep a master record of grievance settlements that involve the removal or destruction of Human Resources/Legal Affairs documents, such as Teacher Performance Reports, Teacher Evaluations, or reprimands. This list will be kept only by the Assistant Director of Human Resources/Legal Affairs.
3. Access to or review of the list of grievance settlements relating to the removal and/or destruction of personnel file documents shall be strictly limited to the Assistant Director of Human Resources/Legal Affairs and his/her assistants, Board attorneys, the Superintendent and Board members sitting as a hearing body for the purpose of the Michigan Teacher Tenure Act, and properly authorized representatives of the UTF.
4. The purpose of this agreement and the limited access master record is to limit the knowledge that a grievance was filed and resulted in the removal and/or destruction of records.

**ARTICLE 27**

**Teaching Goals**

- A. The Board and the UTF agree that it is the mutual responsibility of teachers and administrators to insure that all students, without respect to race, income or social class, will acquire skills - identified jointly by teachers and administrators - necessary to take full advantage of the choices that accrue upon successful completion of public schooling.
- B. The Board and the UTF further agree to encourage the teaching and administrative staff in each school or unit, at the beginning of the school year, to review major needs, identify problems, and establish action priorities for the school year. A prepared statement of the proposed areas of concentration, i.e., the school improvement plan, will upon completion be made available to all staff members, to the appropriate director, and to the Superintendent of Community Education.
- C. Annually the total building staff will assess the implementation and/or need for modification in cooperation with the Offices of the Chief Academic Officer, the

Chief of Community Education and Relations, and the Chief of Schools, with the object being a design of an educational process that will provide for the continuance of a logical, sequential educational program for the student's human potential, regardless of his/her background. Such assessment will include the judgment of building staff as to the adequacy of resources---personnel, materials, facilities, and community. Inadequate resources will be reported to the appropriate division head with recommendations for:

1. Correction of the deficiency; or
  2. Explanation as to the inability of staff to provide adequate opportunity to its students due to the insufficiencies in resources.
- D. In addition, the parties acknowledge the complexity of this task, and for that reason understand that no school improvement plan will be implemented by a staff until such time as agreement has been reached upon a particular plan by the majority of that building staff (at the elementary level) and approved by the principal, or by the majority of each department staff of a building (at the secondary level) and approved by the principal. When plans have been developed and agreed upon by said majorities and their building principal, the plan will be submitted to the appropriate division head for comment and/or recommendation, to be reconsidered at the building level.
- E. The parties agree that lesson plans are an important element in the educational process and ensure that all objectives are taught and occur in the natural developmental sequence of the curriculum. Consistent with the school improvement plan and curriculum, each teacher will develop lesson plans. Such plans will be available to the principal upon request.
- F. The administration may suggest improvements which might include additional resources, modification of objectives, alternative prescriptions, and/or better methods of evaluation. The suggested improvements should follow the lesson plan guidelines as approved by the Joint Labor Management Committee.
- G. This Agreement guarantees that for the term of this contract, this plan will not be used in any way as criteria in evaluating the performance of teachers, and further, in no manner shall this Agreement be tied to remuneration of teachers.

## **ARTICLE 28**

### **Guest Teachers**

- A. Application of Agreement to Guest Teachers. Articles 1-6, 9, 12-14, 21, 25 (as modified in this Article), 26, 28 and 34 of this Agreement apply to guest teachers.

Sections B, D, E, F, G and H of Article 33 of this Agreement apply to guest teachers.

- B. Bargaining Unit Definition. There will be two entry periods into the bargaining unit. The first is at the beginning of the school year and applies to all guest teachers who meet the MERC certification of thirty (30) days in the previous school year and a current employment relationship with the District. The second entry period will be at the start of the second semester of the school year and applies to all guest teachers who worked thirty (30) days in the first semester of the school year and who maintain a current employment relationship with the District.
- C. Compensation.
1. Guest teachers shall be paid at the rates set forth in Appendix B-3.
  2. Compensation for Canceled Calls: Guest teachers who are called and report to work are to be paid.
- D. Performance Review and Promotions.
1. All bargaining unit guest teachers must initiate at least one (1) evaluation during each school year.
  2. Guest teachers are entitled to due process whenever their performance is being reviewed. Reasonable notice will be given to guest teachers when the Office of Human Resources/Legal Affairs has received a memo indicating that a guest teacher has performed at a substantially unacceptable level.
  3. During the life of the Contract:
    - a. On notice of a negative memorandum, the guest teacher will initiate a formal evaluation at their next assignment.
    - b. On receipt of a less than satisfactory evaluation, the District will monitor the guest teacher's performance and provide appropriate assistance.
    - c. On receipt of a second less than satisfactory evaluation, the guest teacher will undergo re-orientation.
    - d. On receipt of a third less than satisfactory evaluation, the District may sever the employment relationships with the guest teacher.

4. Bargaining unit guest teachers receiving two satisfactory evaluations will be placed on the District's preferred list for assignment.
  5. Bargaining unit guest teachers receiving three (3) satisfactory evaluations during the life of the contract will upon application be considered before other bargaining unit guest teachers for full-time K-12 positions for which they are certified and qualified.
- E. Guest Teacher Handbook. The District will provide, periodically, an updated guest teacher handbook at the time of hiring.
- F. Inservice.
1. Long-term Guest Teachers will be invited to participate in professional development. These guest teachers will be paid their daily rate for attending. Guest teachers, with permission from a building principal, may voluntarily attend any building level Inservice.
  2. Guest teachers are invited and will be encouraged to participate voluntarily in the March Human Relations Inservice Day.
  3. On a bi-annual basis, the District and the UTF will, when possible, jointly host a voluntary Guest Teacher Inservice one-half day to discuss such issues as re-orientation, program updates, and guest teacher specific issues. This day will be on a non-student attendance day (e.g., the first day of the school year or records day).
  4. The District will continue to provide inservice assistance through a reorientation of those guest teachers demonstrating special need for such opportunity.
- G. Calling Procedure.
1. Building Level. Guest Teachers will be called according to the procedures established by the Office of Human Resources/Legal Affairs. Union represented preferred guest teachers are to be called before non-Union represented preferred guest teachers.
  2. Office of Human Resources/Legal Affairs. In the event a building cannot meet its needs, they are to request a guest teacher from the Office of Human Resources/Legal Affairs. The Office of Human Resources/Legal Affairs will then fill guest teacher requests with those Union represented guest teachers who have called the Board's dedicated line. Requests not filled by available Union represented guest teachers may be filled by non-Union represented guest teachers.

H. Guest Teacher Discipline.

1. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of guest teachers. Disciplinary action shall be defined as oral reprimand, written reprimand, or suspension. The UTF will be notified before such rules and regulations are adopted.
2. No guest teacher shall be disciplined, including reprimand, suspension with or without pay, without cause. The guest teacher must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Cause includes, but is not limited to:
  - a. Incompetence;
  - b. Insubordination against the reasonable rules of the Board;
  - c. Moral misconduct; and/or
  - d. Any violation of the terms of this Agreement.

**ARTICLE 29**

**Adult Education Teaching Conditions and Responsibilities**

A. Class Size.

1. No adult education teacher shall, subsequent to the fourth Friday of the semester, be required without his/her consent to teach a class of more than thirty-five (35) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided. In no event shall an adult education teacher, subsequent to the fourth Friday of the semester, be required to teach a class of greater than thirty-seven (37) pupils without his/her consent. This provision does not apply to physical education, art, music, and typing classes.
2. No adult education teacher shall be required to teach more students in labs than there are work stations or equipment available.
3. Adult education teachers shall not be required, except in an emergency situation, to accept another class into their class when guest teachers are not available, unless the classes are the same subject or directly related to the subject.

- B. Orientation. Adult education teachers shall be provided, prior to the beginning date of classes in the fall, and for teachers new to the program, in the winter term, a three-hour orientation session. Employee attendance at the orientation session shall be considered mandatory. The rate of pay for attendance at orientation sessions is set forth in Appendix B-6.
- C. Adult Education Professional Development.
1. Adult education teachers teaching half-time or more shall be provided a six-hour block of time on the March Human Relations Day for professional development activities. Professional development topics shall be determined by a committee of no more than three adult education teachers, including the LI and PD Chairpersons, and the Mott Adult High School Director or designee. Professional Development topics shall align with the process of school improvement. The decision of the Mott Adult High School Director, or designee, shall be final.
  2. Adult education teacher attendance at the professional development session shall be considered mandatory. The rate of pay for attendance at professional development session(s) is set forth in Appendix B-6. Adult education teachers excused from the professional development session for good cause shall not be paid for the session.
- D. Records Day.
1. Adult education teachers teaching half-time or more shall be provided a six-hour block of time at or near the end of each semester at a time(s) and location(s) as determined by the Director, Mott Adult High School, or designee(s), for the purpose of determining student grades and compiling student records required by the District. Consideration will be given to teachers for whom the master record day schedule(s) causes a hardship. This paragraph shall not be interpreted as diminishing a teacher's responsibility to continue to prepare records which are required by the adult education program.
  2. Adult education teacher attendance at record days shall be considered mandatory. The rate of pay for attendance at record keeping session(s) will be the teacher's hourly rate.
- E. Meetings. Faculty meetings shall be scheduled as needed for adult education teachers, but not more frequently than twice a semester. Faculty meetings shall be as brief as possible. Faculty meetings shall not be longer than one (1) hour but may be extended to one (1) hour and twenty (20) minutes as necessary on forty-eight (48) hours notice except in emergencies. Mott Adult High School shall have monthly department meetings, each department shall have two (2) elected and one (1) appointed teacher.

F. Full-Time, Part-Time, and Half-Time. For purposes of fringe and leave benefits, the following definitions will apply:

1. Full-Time. An adult education teacher who works at least eight hundred fifty-four (854) instructional hours during a school year is “full-time.”
2. Half-Time. An adult education teacher who works at least four hundred eighty-eight (488), but less than 854, instructional hours during a school year is “half-time.”
3. Part-Time. An adult education teacher who works less than 488 instructional hours during a school year is “part-time.”

G. Adult Education Salary and Fringe Benefit Regulations.

1. Pay Schedule Placement. Part-time adult education teachers shall be placed on the pay track designated “part-time.” Half- and full-time adult education teachers shall be placed on the less than BA, BA, or MA pay tracks pursuant to the rules governing placement on the pay schedule.
2. Involuntary Reduction of Full-Time Adult Education Teachers. Adult education teachers who begin a fall semester with a full-time schedule, and who are involuntarily required to accept less than a full-time schedule in the second semester, are eligible for full-time medical and sick time benefits for the remainder of the school year. Teachers who are involuntarily required to accept less than a full-time schedule in the second semester must be assigned a full-time schedule in the subsequent fall semester to retain their eligibility for the full-time medical and sick time benefits. Teachers who are assigned less than a full-time schedule in the fall semester and a full-time schedule in the second semester shall not be eligible for full-time medical and sick time benefits in that school year.
3. Involuntary Reduction of Half-Time Adult Education Teachers. Adult education teachers who begin a fall semester with a half-time schedule, and who are involuntarily required to accept less than a half-time schedule in the second semester, will continue to be eligible for half-time medical and sick time benefits for the remainder of the school year. Teachers involuntarily assigned less than a half-time schedule in the second semester must be assigned at least a half-time schedule in the subsequent fall semester to retain their eligibility for half-time medical and sick time benefits. Teachers who are assigned less than a half-time schedule in the fall semester and a half- or full-time schedule in the second semester shall not be eligible for half- or full-time medical and sick time benefits in that school year.

H. Adult Education Seniority. Adult education seniority shall be determined as follows:

1. Seniority Through 2009-10 School Year. The parties have approved a Seniority List reflecting seniority accrued through the 2009-10 school year, and have agreed to distribute the Seniority List to all adult education teachers. Any named teacher may challenge the accuracy of the Seniority List; provided, if the seniority date is not challenged within sixty (60) days after its distribution, it will be deemed complete and accurate, and no further challenge will be allowed. The seniority points reflected on that Seniority List will be transferred to the new seniority system provided in the following paragraph.
2. Calculation of Seniority. For all subsequent school years, an adult education teacher will earn one (1) seniority point if s/he worked eight hundred fifty-four (854) or more instructional hours during that school year. Otherwise, seniority shall be calculated by taking the total instructional hours worked by the teacher during that school year and dividing by 854; the resulting fraction will be rounded to the nearest hundredth of a point and represents the total seniority credit the teacher earned for that school year. Calculation and accrual of adult education seniority is subject to the following provisions:
  - a. Except as otherwise provided in this Agreement, adult education seniority accrues only for time spent by adult education teachers in direct instruction of students and time on special assignment within the MAHS program.
  - b. Adult education seniority does not accrue during leaves of absence as provided in Article 18, except for Religious Observance Leave and Jury Duty and Court Service Leave.
  - c. Adult education seniority does accrue during sick leave (paid personal sick time) as provided in Article 17.
  - d. Adult education seniority does not accrue for any employment except as an adult education teacher in the UTF bargaining unit, except for employment as an administrator (as defined in Article 18(L)(1)) as provided below:
    - i. An administrator hired before September 1, 1985, shall be returned to a teaching position for which he/she is certified and qualified on the basis of total adult education seniority, with service in an administrative position counted toward total adult education seniority. A former administrator who returns to an adult education teaching position under this

paragraph shall continue to accrue seniority from a base of total adult education seniority, with service in an administrative position counted toward total adult education seniority.

- ii. An administrator, hired on or after September 1, 1985, shall be returned to a teaching position for which he/she is certified and qualified on the basis of total adult education seniority, with no more than five and one-half (5½) years service in an administrative position counted toward total adult education seniority. A former administrator who returns to an adult education teaching position under this paragraph shall continue to accrue seniority from a base of total adult education seniority, with no more than five and one-half (5½) years service in an administrative position counted toward total adult education seniority.
  - e. Persons in existing positions (other than administrative positions) outside of the teacher bargaining unit for which a teaching certificate is not now required shall not be granted seniority in the teacher bargaining unit without mutual agreement between the Board and UTF.
  - f. If the Board shall adopt a new job description for a position (other than administrative positions) outside of the teacher bargaining unit which requires a teaching certificate, or add a teaching certificate requirement to an existing job description (other than administrative positions) for a position outside of the teacher bargaining unit, the Board shall forward a copy of said job description to the UTF.
  - g. The UTF reserves the right to challenge through the grievance procedure the necessity of the Board requiring a teaching certificate in any new job description or adding it to any existing job description (other than administrative positions).
  - h. Adult Education seniority credit shall accrue for adult education teachers absent from a position of employment by reason of service in the uniformed services as provided by the federal Uniformed Services Employment and Reemployment Rights Act.
3. Loss of Seniority. Accrued adult education seniority shall be lost if an adult education teacher does not teach at least one class each semester, unless:
- a. The teacher is on a sick leave as provided in Article 17.

- b. The teacher is on a leave of absence as provided for in Article 18.
- c. The teacher is laid off as provided for in Article 16.

I. Adult Education Program Vacancies, Assignments, and Reduction in Staff.

1. Assignments and Vacancies.

- a. MAHS teachers shall be assigned to classes in their area(s) of certification and for which they are highly qualified. Teacher assignments received at the end of a semester for the following semester shall be considered tentative until the completion of the fourth week of the respective semester. MAHS Master Class Schedules will be distributed as soon as available before each semester. As changes are made revisions will be distributed.
- b. Teaching assignments will be made based on certification, qualification under the No Child Left Behind Act of 2001 (NCLB), seniority, and the instructional needs and operational requirements of the program.
- c. The Board will attempt to maintain a teacher's current assignment(s) (subject, time, location) to the extent such an attempt does not conflict with district instructional needs and the operational requirements of the adult education program. Full-time teachers will have priority over part-time teachers in classroom assignments. The Board shall attempt to offer teachers no fewer classes second semester than they taught first semester. Every attempt will be made to assign teachers to the same building for morning and afternoon classes.
- d. When an adult education teacher position or class is created, applicants teaching in the adult education program shall be given first consideration. Assignments will be made on the basis of the criteria described in Paragraph J(1)(b) of this Article.
- e. Reassignments shall be voluntary whenever possible. Reassignments within MAHS, whether voluntary or involuntary, may become necessary to meet load conditions, district instructional needs, and to meet the operational requirements of the adult education program. Teachers subject to involuntary reassignment will be given five (5) calendar days notice of such reassignment and an opportunity to meet with the Director of the Mott Adult High School to discuss the reassignment.

2. Reduction and Layoff.

- a. The Board may cancel and/or consolidate classes after the semester begins for: lack of funds, termination or reduction in funding, low attendance, or other factors having an impact on the Mott Adult High School program necessitating a reduction, provided such cancellation is not arbitrary or capricious.
- b. If a teacher loses a class, every attempt will be made to adjust class schedules so that full-time teachers with the highest seniority retain their prior semester level of classes, subject to certification and qualification under the NCLB. Full or half-time teachers who have lost a class may be assigned as a permanent guest teacher for the amount of time equal to the number of hours lost, applying only to those classes that have started the semester, and for the duration of that semester only. Teachers who have had their hours reduced on or after the second class meeting will be given preference in the assignment of reinstated teaching hours during subsequent semester(s) until such time as the teacher has achieved his/her previous teaching load. All such reinstated hours will be assigned upon consideration of teacher certification, qualification under the NCLB, seniority, district instructional needs, and the operational requirements of the adult education program. This preference for reinstatement of hours shall last for a period of three semesters from the date of reduction. The Board's decision in the assigning of any and all hours shall not be arbitrary or capricious.
- c. Layoff occurs when a teacher's class assignments are reduced to zero. In the event of a layoff within the adult education program, the Board shall determine the subject areas or programs to be affected and notify the UTF of such determinations.
- d. Probationary teachers will be laid-off before non-probationary teachers. The order of layoff of probationary teachers shall be determined by the Board.
- e. The order of layoff of non-probationary teachers in each affected subject area or program shall be determined by the Board by seniority with consideration given to teacher certification, qualification under the NCLB, teacher performance, and the operational needs of the adult education program. When such factors are considered to be equal, the length of uninterrupted service within the adult education program shall be the determining factor, i.e., the teacher with the longest uninterrupted service in the adult education program shall be the last in the affected subject area or program to be laid off.

3. Reinstatement and Recall.
  - a. The Board shall determine the subject areas and programs to which teachers will be recalled and the number of teachers to be recalled.
  - b. Teachers shall be reinstated by seniority with consideration given to teacher certification, qualification under the NCLB, teacher performance, and the instructional and operational needs of the adult education program.
  - i. The Board will reinstate full-time teachers prior to reinstating half- or part-time teachers, based on the aforementioned criteria.
  - ii. The Board will reinstate half-time teachers, up to their previous level of classes, prior to reinstating part-time teachers, based on the aforementioned criteria.
  - c. Non-probationary teachers shall be recalled before probationary teachers. Non-probationary teachers recalled must be annually authorized and/or highly qualified to meet all the requirements of the subject area or program.
  - d. No new teacher shall be hired in a laid-off teacher's subject area or program until all certified and qualified teachers from that subject area or program have been recalled or have declined or failed to accept recall.
  - e. The Board shall give written notice of recall by sending a registered or certified letter to the laid-off teacher at his/her last known address as it appears on Board records. It shall be the responsibility of each teacher to notify the Board of any change in address. Teachers failing to return to work upon recall within fifteen (15) calendar days after notice of recall has been sent will have their right to recall terminated.
  - f. Non-tenured teachers who are not recalled to employment within three (3) semesters from the date of layoff shall lose their right to recall and their employment shall be terminated. Tenured teachers who are not recalled to employment within three (3) years from the date of layoff shall lose their right to recall and their employment shall be terminated.
4. Seniority List. The Board shall prepare and present to the UTF an adult education teacher seniority list by March 1. Seniority will be granted based

on projected completion of second semester assignments for each school year. Any teacher or the UTF may challenge the accuracy of the seniority list or the update, provided if the seniority date is not challenged within sixty (60) days after its issuance, it will be considered as correct for that respective year. Assignments will be made according to this annual seniority list. The seniority list shall include the following as of the printing of the seniority list:

- a. Full name of teacher;
- b. The teacher's accumulated seniority;
- c. Status as permanent or probationary employee;
- d. Certification; and
- e. Major(s) and Minor(s).

J. Miscellaneous.

1. Adult education teachers recognize that program requirements shall, from time to time, require the performance of duties that involve the expenditure of time beyond class time. Current adult education teachers are performing these extra duties and shall be expected to continue to perform that at the same level but not at an increased level.
2. To the extent possible, teachers shall be provided an adequate and secure storage place.
3. Teachers in the adult education program, together with new hires, will, upon application, be given consideration for K-12 teaching vacancies. Adult education teachers may request, and upon request, will be granted an interview to the extent that to do so does not interfere with the operational requirements of the K-12 program. The interviewing procedure contained herein will be without effect fifteen (15) working days prior to the beginning of classes in the K-12 program. An interview, once provided to an adult education teacher, will fulfill the terms of this provision. The Board's decision with regard to which applicant shall fill a K-12 teaching vacancy shall be final, provided the decision shall not be arbitrary or capricious.
4. Adult education teachers shall have individual mailboxes located in the major MAHS centers in which they teach. Adult education teachers who do not teach in a major center shall designate the major center where their mailbox is to be located.

## ARTICLE 30

### Learning Improvement / Professional Development

- A. If school improvement is going to be achieved, it will be demonstrated and measured in terms of school achievement. If student achievement is to be increased, it will happen in the classroom in part as a result of professional development (PD).
- B. Each school (including MAHS) may have a Professional Development Chairperson (PD Chair) and a Learning Improvement Chairperson (LI Chair). The LI Chair and PD Chair will be elected by a majority of the professional staff no later than the beginning of the school year. These chairpersons shall be members of the school improvement team. The PD Chair shall, along with the LI Chair and building Principal, provide leadership for building staffs for the purpose of improving teaching and learning, student achievement, and building the infrastructure for continuous learning. Differentials for these positions are provided in Appendix C.
- C. PD Chair Responsibilities and Duties. The PD Chair is a link between the school building and the Office of Curriculum and Instruction and represents the needs of the building in the process of school improvement. The person who serves in this capacity should be an active, informed member of the school improvement/site based management team(s) of the school. Except as otherwise provided in this Article, the specific duties of the PD Chair include, but are not limited to:
1. Developing a professional development needs assessment. This assessment shall be included in the school improvement plan (the assessment shall also be placed on file in the Office of Curriculum and Instruction);
  2. Facilitating research-based professional development sessions that are continuous and ongoing, are based on district, school, professional and personal goals and needs, move from orientation to awareness to implementation to mastery, are related to improving classroom instruction and climate, and are coordinated with school improvement, curriculum services, and professional development;
  3. Attending up to 2 Professional Development Training and Planning sessions;
  4. Communicating as needed with the Office of Curriculum and Instruction and/or the Office of Elementary and Secondary Education;
  5. Disseminating information to building staff in writing and at staff meetings;
  6. Inviting a representative from the Office of Curriculum and Instruction to a staff or school improvement team meeting;
  7. Chairing the building's site-based professional development committee;

8. Planning all PD sessions, including any PD days before the school year and Human Relations Day;
9. Planning workshops for buildings, including
  - a. identifying resource person/speaker and/or needs
  - b. Contacting coordinator or consultant to discuss needs and contract
  - c. Finding a place and make all necessary arrangements
  - d. Sending a confirmation to the resource person providing details such as location, directions, objectives, audience, numbers of participants, time, lunch, etc.
  - e. Communicating with staff
  - f. Assisting in site set up
  - g. Distributing and collecting evaluation forms at the site
  - h. Completing the professional development form
  - i. Compiling, summarizing, and submitting necessary documents
10. Attending all Human Relations Day planning committee meetings as directed and sharing information from any Human Relations Day planning committee with all staff;
11. Attending summer professional development related to district initiatives;
12. Attending the Human Relations Day professional development;
13. Providing all needed assistance for the Human Relations Day professional development;
14. Distributing and collecting Human Relations Day professional development evaluation forms, and compiling, summarizing, and sharing the evaluations as appropriate; and
15. Assisting in training his/her successor.

D. LI Chair Responsibilities and Duties. The LI Chair shall, along with the PD Chair and building Principal, provide leadership for building staffs for the purpose of improving teaching and learning, student achievement, and building the infrastructure for continuous learning. Except as otherwise provided in this Article, the specific duties of the LI Chair include, but are not limited to:

1. Chairing the building's site-based learning improvement committee;
2. Gathering data and information from all staff members and plan and develop the agenda for all meetings;
3. Communicating with all staff and facilitating meetings;
4. Keeping relevant records for future reference;

5. Attending all district meetings/professional developments and reporting back to the full staff;
  6. Monitoring sub-committee activities and providing assistance if needed;
  7. Serving on the building's site-based professional development committee;
  8. Coordinate the writing of the school improvement plan, the annual report, and other reports required by the state;
  9. Participating in all accreditation processes and providing any needed assistance to building and/or central administration;
  10. Attending summer professional development related to district initiatives;
  11. Serving as liaison for students, staff, and community; and
  12. Assisting in training his/her successor.
- E. Each building will be given the flexibility to determine, through shared decision making, its professional development needs, in alignment with the School Improvement Plans of the District and the building.
- F. The Office of Curriculum and Instruction will offer up to 2 days of Learning Improvement Training and Planning sessions for all LI Chairs once each year. All LI Chairs must attend the Learning Improvement Training and Planning sessions.
- G. A building's site-based professional development committee will ensure that the programs it proposes shall remain within the limits of available resources and facilities. In the event that a building's site-based professional development committee and the Office of Curriculum and Instruction cannot agree on a program, the Superintendent or designee shall select the program to be implemented.

## **ARTICLE 31**

### **Highly Qualified / No Child Left Behind (NCLB)**

- A. The UTF and the District recognize the legal and professional obligation to comply with the provisions of the NCLB Act of 2001, and any amendments thereto, as well as regulations promulgated thereunder.
- B. The UTF and the District agree that compliance with NCLB and adequate yearly progress and placement of highly qualified teachers is mandatory. Nothing in this collective bargaining agreement shall be applied or construed directly or indirectly to in any manner interfere with or restrict the District from fully complying with the requirement for having highly qualified teachers in each teaching position, as required by the NCLB Act of 2001.

- C. This article will supercede any other article that may conflict with the terms herein except as provided below. The UTF and the District agree that the District is under no obligation to retain, transfer, recall or place teachers who are not highly qualified. To that end, the District agrees that it will not assign a teacher to teach in an area they are not highly qualified for.
  
- D. The parties hereby agree to the following procedure for the determination of when professional development training will occur in schools who did not meet AYP:
  - 1. Professional Development training may occur in one of the three following time frames: during the school day if sufficient funds are available for substitutes, after regular school hours or on Saturdays.
  - 2. The building administrator and staff will discuss the needed training and options for when the training may occur.
  - 3. The staff will conduct a secret ballot to determine which time frame will be used, and the results of that voting, by majority vote, will be reported promptly to the Human Resources Office and the UTF office. Should there be any dispute at the building about the results of such voting, representatives of the Human Resources Office and the UTF will determine when the training will occur.
  
- E. Before implementing any restructuring Plan the District shall provide the UTF with notice and an opportunity to discuss the Plan. The UTF shall have the right to grieve any claim that a restructuring plan developed by the District violates the terms of this Agreement.

## **ARTICLE 32**

### **Shared Decision-Making and Waivers**

- A. “Shared decision-making” means a process using a site-based committee to reach a decision by consensus on a topic within the District’s guidelines. The shared decision-making process provides all site-based committee members with a fair opportunity to express views.
  
- B. Under shared decision-making, identified portions of the Master Teacher Contract may be waived by the unanimous decision of a committee consisting of the Superintendent, the Executive Director of Human Resources/Legal Affairs, and the President of the United Teachers of Flint, or their designees. Waiver requests must be submitted to the district and to the UTF on the form provided and must be signed by (1) the building Principal, (2) the building Learning Improvement Chairperson, if applicable, (3) the building Professional

Development Chairperson, if applicable, and (4) the head UTF building representative or designee.

- C. A waiver shall be for one year, specific to the site-based school requesting the waiver, and shall not be precedent setting. Participation in shared decision-making shall not be a part of a teacher's evaluation or be otherwise used to discipline a teacher.

## **ARTICLE 33**

### **Miscellaneous Provisions**

- A. The Board agrees to make every reasonable effort to provide qualified guest teachers, and the teachers shall be informed of a telephone number they may call to report unavailability for work.

K-12 teachers shall report unavailability for work at the earliest possible time and shall report their unavailability for work no later than sixty (60) minutes before their scheduled reporting time or 7:15 a.m., whichever is earlier.

K-12 teachers who fail to report that they will be unavailable for work as set forth above will lose one day's pay and may not use their sick leave for that day. However, there will be no deduction from their accumulated sick and emergency leave.

Adult education teachers shall report their unavailability for work at the earliest possible time, but not later than sixty (60) minutes before their scheduled reporting time. Teachers who fail to report that they will be unavailable for work will lose pay for each class missed. However, there will be no deduction from their pay if they make up the class. Class(es) shall only be made up with the approval of the Director or designee. Adult education teachers must report to work thirty (30) minutes before their first class begins. This time is part of their paid planning time.

- B. This Agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement, and said Agreement takes precedence over and expressly governs the individual contract.
- C. Copies of the standard probationary and tenure contracts for use in K-12 are attached hereto as Appendix G-1 and Appendix G-2. Copies of the non-continuing (probationary) and continuing contracts for those employees not

covered by the Tenure Act are attached hereto as Appendix G-4 and Appendix G-5.

- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board within sixty (60) days of ratification by the parties. The parties agree to work cooperatively toward the goal of providing copies of future Agreements electronically.
- E. All notices required to be given to the UTF by this Agreement shall be mailed to the UTF by ordinary mail, addressed to 5095 Exchange Drive, Flint, Michigan, or to such other address as the UTF shall direct in writing. All notices required to be given to the Board by this Agreement shall be mailed to the Board by ordinary mail, addressed to 923 East Kearsley Street, Flint, Michigan, or to such other address as the Board shall direct in writing. All notices to be given to a teacher under this Agreement shall be mailed to his/her last address recorded in the Office of Human Resources/Legal Affairs. It shall be the responsibility of teachers to notify the Office of Human Resources/Legal Affairs of any change of address. The mailing of such notices shall not relieve the Board of the responsibility to post notices whenever required by this Agreement.
- F. If any provision of this Agreement or any application of the Agreement to any teacher or group of employees shall be found contrary to law, then such provision or application is invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Amendments to this Agreement may be made at any time during the life of this Agreement by mutual consent of the parties. Such amendments or modifications must be by an agreement in writing duly executed by both parties. No departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.
- H. No teacher shall use his/her position in the school system to his/her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his/her students and their parents, by promoting his/her employment as a tutor for his/her assigned students, and by soliciting employment as a private music teacher for his/her assigned students or by seeking any similar advantage.
- I. Teacher representatives serving on building level community councils shall be selected by the teaching staff in that building.
- J. The Board shall choose one-half of the teachers on advisory committees provided for in state and federal guidelines concerning all vocational,

compensatory, and special education programs from a list of nominees submitted by the UTF.

- K. The K-12 teachers in each secondary school department will annually nominate two (2) teachers if there are ten or less teachers in the Department, otherwise three, from which the principal will choose the Department Chair. The decision of the principal shall be final. The Department Chair position shall be for one year. A teacher may be Chair for consecutive terms. It shall be the responsibility of the Department Chair to represent the department in meetings with the administrative staff.
- L. After completion of the requirements for a bachelors degree and two (2) years of satisfactory service for the Board, K-12 school nurses shall be given a continuing contract.
- M. The Office of Human Resources/Legal Affairs will verify an adult education teacher's employment history upon request. This verification customarily will include a statement indicating the employee is actively employed and the number of years of prior employment with the District.
- N. It is recognized that the Head Start program must conform to federal, state, and local rules and regulations issued by agencies having jurisdiction over the District's Head Start program. Such rules and regulations include educational, funding, and operational requirements.  
  
Should there be a conflict between a federal, state, or local rule or regulation and the Master Teacher Contract, the parties to this agreement will meet to work out the conflict. In the interim, the Board may comply with the rule or regulation to the extent required, but only upon notice to the United Teachers of Flint.
- O. Special Education support services of the type normally done by bargaining unit personnel is sometimes performed by contractors to accommodate sporadic or infrequent work demand. All parties recognize that UTF has a legitimate interest in the amount and frequency of such work and in the amount paid for it. When such work is sufficiently frequent and predictable to justify hiring a full-time unit employee, it will be done. At other times contractors hired for such work will be compensated at the higher of the contractor's regular rate or the lowest labor contract rate for such work, provided there will be no restriction on productivity requirements for contractors.

Sections A through J, N, and O of this Article apply to Head Start teachers. Sections K, L, and M do not apply to Head Start teachers.

**ARTICLE 34**

**Duration**

This Agreement becomes effective *SEPT. 25*, 2012, and shall remain effective until midnight on August 31, 2014. The parties agree to begin negotiations for a successor Agreement at least 6 months prior to the expiration of this Agreement. If no Agreement has been reached by August 31, 2014, this Agreement will be automatically extended unless terminated by either party on ten (10) days' written notice of termination to the other party.

**UNITED TEACHERS OF FLINT, INC.**

*dthel Johnson*  
\_\_\_\_\_  
*Sandra Guier*  
\_\_\_\_\_

**BOARD OF EDUCATION OF THE SCHOOL  
DISTRICT OF THE CITY OF FLINT**

*Antoinette Dickert*  
\_\_\_\_\_  
*Kendall B. Williams*  
\_\_\_\_\_

## **APPENDIX A**

ELECTION -- BOARD OF EDUCATION-CITY OF FLINT  
Case No. R69 D-127

ELECTION -- BOARD OF EDUCATION, CITY OF FLINT  
Case No. R85 F-166 (see Appendix Z)

ELECTION -- BOARD OF EDUCATION, CITY OF FLINT  
Case No. R86 C-125 (see Appendix Z-1)

ELECTION -- BOARD OF EDUCATION, CITY OF FLINT  
Case No. R86 L-372 (see Appendix Z-2)

### THE APPROPRIATE COLLECTIVE BARGAINING UNIT:

All regular employees of the Flint Board of Education, EXCLUDING:

- 1) Secretarial and Clerical Personnel
- 2) Business Division Personnel
- 3) Teacher-Aides
- 4) Public Library Personnel
- 5) Employees of the Mott Foundation funded programs of the Flint Board of Education who are not paid on the teacher basic salary schedule
- 6) Administrative and Supervisory Personnel, such as:
  - Director and Assistant Director--Extended School Services
  - Director of Institute of Arts
  - Director of Art and Crafts
  - Director of Libraries
  - Executive Director of Human Resources/Labor Relations
  - Director of Secondary Education
  - Director of Elementary
  - Director of Instructional Services
  - Director of Nursing Services
  - Planetarium Director
  - Director of Research and Testing
  - Museum Curator
  - Superintendent
  - Associate Superintendent

**Appropriate Collective Bargaining Unit for Board of Education--City of Flint--R69  
D-127; R85 F-166; R86 C-125; R86 L-372 (continued)**

Administrative Assistants  
Manager--Radio and Television  
Consultant--Music Education  
Coordinator for Special Education  
Coordinator of Pupil Personnel  
Consultant--Research and Testing  
Coordinator of Inservice Education  
Consultant of Inservice Education  
Coordinator for Art Education  
Consultants for Art Education  
Consultants for Physical Education  
Assistant Director of Pupil Personnel  
Principals  
Assistant Principals  
Deputy Principals  
Supervisor of Nurse Counselors  
Community Directors--Special Assignment  
Regional Community School Directors  
Coordinator--Vocational, Technical, Occupational  
Consultant for Education and Vocational Services  
Administrative Trainees  
Staff Specialists  
Community School Directors  
Staff Writer and Staff Editor  
Director of Public Information and Communications  
Coordinator of Music Education  
Coordinator of Mathematics  
Coordinator of Science  
Coordinator of Family Life Education  
Coordinator of Educational Services  
Coordinator of Special Projects  
Coordinator of Humanities  
Consultants--Reading Service  
Project Directors  
Directors of Community Relations  
Director of Administrative Services  
Supervisor of Speech Correctionists  
Any additional Coordinator or Consultant whenever employed  
Model Cities Teachers--Non-certified

**Appropriate Collective Bargaining Unit for Board of Education--City of Flint--R69 D-127; R85 F-166; R86 C-125; R86 L-372 (continued)**

The parties, having due recognition of the complexity of staff assignment and structuring within the Flint School District, enter into the following agreement in order that staff position modifications will occur in any orderly fashion and that the bargaining unit (United Teachers of Flint, Inc.) will be appropriately maintained within the limits specified in the Master Teacher Contract in effect and binding at the time such changes may occur.

To this end, the parties agree to the following procedures:

1. It is recognized that the placement of positions either within or without the bargaining unit, as said positions are so constituted as of the signing of this Memorandum, are in accord with the 1992-95 Master Teacher Contract and that no position within the UTF bargaining unit will be excluded except as is consistent with the Master Teacher Contract in effect at the time of the change.
2. If a position within the UTF bargaining unit is considered by the Board for exclusion, or if a change in "title" for a position is being considered which would have the effect of removing the position from the bargaining unit, and/or should a new position be created which is not specifically excluded under the provisions of the Master Teacher Contract in effect at the time of the change, the Board will:
  - a. Notify the UTF of such consideration prior to such exclusion,
  - b. Present to the UTF rationale for the removal of the position from the bargaining unit; such rationale to include a job description, minimal qualifications required of applicants, and the relationship of said positions to existing staff positions.

Should there be disagreement among the parties 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 Teacher Agreement existing at the time of the change, and the controlling statutes regulating such matters.

In no manner is this Agreement to be construed as intending to modify, in whole or in part, the provisions of the current Master Teacher Contract or subsequent Master Teacher Contracts which defined the UTF bargaining unit, but rather should be understood as an attempt to provide a process which will assure the effective application of those provisions by the parties within the term of said Agreements.

**APPENDIX B-1**  
**K-12 Salary Schedule**

**Annualized Salaries Based on 195 Days Worked**

<b>Step</b>	<b>&lt;BA</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PhD</b>
<b>0</b>	\$25,803	\$32,065	\$33,662	\$35,339	\$37,099	\$38,947	\$39,241
<b>1</b>	\$26,767	\$33,662	\$35,339	\$37,099	\$38,947	\$40,887	\$41,181
<b>2</b>	\$27,774	\$35,339	\$37,099	\$38,947	\$40,887	\$42,924	\$43,218
<b>3</b>	\$28,814	\$37,099	\$38,947	\$40,887	\$42,924	\$45,062	\$45,356
<b>4</b>	\$29,900	\$38,947	\$40,887	\$42,924	\$45,062	\$47,306	\$47,600
<b>5</b>	\$31,022	\$40,887	\$42,924	\$45,062	\$47,306	\$49,663	\$49,957
<b>6</b>	\$32,183	\$42,924	\$45,062	\$47,306	\$49,663	\$52,137	\$52,431
<b>7</b>	\$33,393	\$45,062	\$47,306	\$49,663	\$52,137	\$54,732	\$55,026
<b>8</b>	\$34,648	\$47,306	\$49,663	\$52,137	\$54,732	\$57,459	\$57,753
<b>9</b>	\$35,951	\$49,663	\$52,137	\$54,732	\$57,459	\$60,322	\$60,616
<b>10</b>	\$37,302	\$52,137	\$54,732	\$57,459	\$60,322	\$63,326	\$63,620
<b>11</b>	\$38,704	\$54,732	\$57,459	\$60,322	\$63,326	\$66,480	\$66,774

**Note:** The Appendix B-1 Salary Schedule states annualized salary. Appendix B-1 applies from September 25, 2012, the date of execution of this Agreement, for the duration of the term of this Agreement. Teachers will receive payment per Appendix B-1 for the term of this Agreement. In the 2012-13 school year, Appendix B-1 will be prorated for the work days remaining after September 25, 2012, the date of execution of this Agreement. Bargaining unit members were compensated at the applicable rates in the imposed terms and conditions of employment from August 21, 2012, the beginning of the 2012-13 school year, to September 25, 2012, the date of execution of this Agreement.

**APPENDIX B-2**  
**Guest Teacher Salary Schedule**

Guest teachers who have a teaching certificate or a four (4) year degree	\$86.45/day
Guest teachers teaching on a State of Michigan permit	\$82.65/day

**Appendix B-3**  
**MAHS Salary Schedule**

<b>Step</b>	<b>P.T.</b>	<b>&lt;BA</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	\$23.27	\$24.30	\$25.38	\$26.27	\$27.21	\$28.51	\$29.86
<b>2</b>	\$23.72	\$24.92	\$26.27	\$27.21	\$28.51	\$29.86	\$31.30
<b>3</b>	\$24.23	\$25.57	\$27.21	\$28.51	\$29.86	\$31.30	\$32.82
<b>4</b>	\$24.75	\$26.23	\$28.51	\$29.86	\$31.30	\$32.82	\$34.37
<b>5</b>	\$25.26	\$26.89	\$29.86	\$31.30	\$32.82	\$34.37	\$36.02

*Rules Governing Placement on the Pay  
Schedule and Issuance of Pay Checks*

- A. Adult education teachers teaching part time (1-3 classes) shall be paid at the designated part-time hourly rate and will not be eligible for placement on the less than BA, BA, BA+15, or MA pay track.
- B. Adult education teachers teaching half time or more (4-plus classes) shall be eligible, for pay purposes, to be placed on a less than BA, BA, BA+15, or MA pay track, upon the filing and administrative approval of the required verification of credentials in the Office of Human Resources/Legal Affairs. It shall require the accumulation of nineteen (19) credits to qualify for step advancement, once a teacher is deemed eligible for placement on a pay track.
- C. Adult education teachers teaching half time or more (4-plus classes) may be granted not to exceed two (2) salary steps by the Board for teaching experience in adult education programs outside the School District of the City of Flint.
- D. Adult education teachers shall be paid every two weeks in equal installments during each semester (unless an adult education teacher has an increase or decrease in his/her number of classes during the semester, in which case the amount of the checks shall be equalized from the point of the change in the class load).
- E. Adult education teachers shall receive their last paycheck on the last scheduled work day of the semester for the adult high school, or as soon thereafter as is feasible, provided all required paperwork has been completed by the teacher. The specific payroll schedule for adult education teachers will be developed by the District's Business Office.
- F. The requirements for acceptance of training increment credit are set forth in Article 11, Sections C through F.

**APPENDIX B-4**  
**Miscellaneous Pay Rates**  
**for Teachers of Adult Education**

Record Sessions	Teacher's Hourly Rate
Preparation Time	Teacher's Hourly Rate
Sick Time Pay	Teacher's Hourly Rate
Orientation Session	\$20.00/hour
Monitoring Hours	\$14.77/hour
Advising Rate	\$14.00/hour
Prof. Development Rate	\$20.00/hour
Summer and Misc. Rate*	\$14.00/hour
Guest Teaching Rate	\$14.00/hour

\*The District may compensate at a different hourly rate for grant-funded programs if the grant provides for a different compensation rate for MAHS teachers.

## APPENDIX C

### K-12 Differentials, 2005-2007

Extracurricular Differentials--Senior High School	2005-2007
Band and Orchestra	\$2,801 per school
Vocal	\$1,685 per school
Publication (Yearbook and Newspaper)	\$1,685 per school
Debate	\$1,685 per school
Cheerleader	\$1,685 per school
Chairperson of Major Productions	\$1,121**
**per production, not to exceed	\$4,484 per school year
Coaching Differentials	2005-2007
Varsity Football	\$3,914
Assistant Football	\$2,096
Freshman Football	\$1,685
Varsity Basketball	\$3,914
Assistant Basketball	\$2,096
Frosh Basketball	\$1,685
Varsity Wrestling	\$2,242
Assistant Wrestling	\$1,685
Varsity Baseball	\$2,242
Assistant Baseball	\$1,685
Varsity Swimming	\$2,242
Assistant Swimming	\$1,685
Head Track (Winter and Spring)	\$2,800
Assistant Track (Spring)	\$1,685
Tennis	\$1,685
Golf	\$1,685
Cross Country (if boys' team only)	\$1,685
Cross Country (if combined boys and girls)	\$2,524
Hockey	\$2,242
Soccer	\$2,242
Faculty Manager	\$2,800
Trainer	\$2,860
Athletic Director	\$4,264
Assistant Athletic Director	\$2,653
Equipment Manager	\$2,096

Girls' Interscholastic Sports 2005-2007

Head Basketball	\$3,914
Assistant Basketball	\$2,096
Frosh Basketball	\$1,685
Volleyball	\$2,242
Track	\$2,800
Cross Country (if girls' team only)	\$1,685
Cross Country (if combined boys and girls)	<u>\$2,524</u>
Softball	\$2,242
Soccer	\$2,242
Swimming	\$2,242
Assistant Swimming	\$1,685
Tennis	\$1,685
Assistant Softball	\$1,685
Assistant Volleyball	\$1,685
Assistant Track	\$1,685

Pay for extracurricular, coaching, and girls' sports activities at the Schools of Choice shall be 80 percent of the comparable position as set forth above. Pay for the activities at the Academy shall be 100 percent of the comparable positions set forth above.

DURING THE CONTRACT PERIOD OF 2002-2005 ALL COACHES SHALL OBTAIN P.A.C.E. CERTIFICATION (OR EQUIVALENT)

Miscellaneous Differentials	2005-2007
Literacy Support Teachers	\$1,394
Instructional Specialists	\$1394
Team Leaders (Elementary)	\$1394
Mentors	\$106 per semester
LI and Professional Development Chairperson (staff of 0-30 persons)	\$1,367*
LI and Professional Development Chairperson (staff of 31-59 persons)	\$1,679*
LI and Professional Development Chairperson (staff of 59 + persons)	\$1,991*

Required Summer Professional Development	\$27.50 per hour
Voluntary Professional Development	\$75.00 per day

Department Chairpersons: The differential for middle school and high school department chairpersons shall be \$32.74 (2005-2007) per class section assigned to the department with a maximum per department chairperson of \$1476.

	<u>2005-2007</u>
Team Leaders--Middle School (four members or more)	\$1,394
Team Leaders--Middle School (three members)	\$1,044
Team Leaders--Middle School (two members)	\$696
Middle School Liaison Teachers (per meeting)	\$25.56
Middle School Head Coach	\$1,517
Middle School Assistant Coach	\$1,459
Teacher-Facilitator, Pre-Engineering Project	\$1,704
Quiz Bowl Sponsor	\$1,685
Special Olympics Coordinator	\$1,685
National Honor Society	\$1,653
Robotics Advisor/Coach	\$1,653
Science Olympiad	\$1,653
Student Council Advisor	\$1,653
Class Sponsors:	
9 <sup>th</sup> Grade	\$ 750
10 <sup>th</sup> Grade	\$1,000
11 <sup>th</sup> Grade	\$1,250
12 <sup>th</sup> Grade	\$1,500

Appendix C assignments will not be considered to be official nor will an employee be eligible for a differential until and unless a differential is established and a supplemental contract (Appendix G-3) is entered into between the employee and the Board.

#### National Board Certification

Teachers who are granted National Board Certification shall be paid a stipend of \$1,000.00 per year for the duration of their National Board Certification.

#### Attendance Incentive

Teachers who do not utilize any sick and emergency leave days during the first semester shall receive an attendance award of \$100.00.

Teachers who do not utilize any sick and emergency leave days during the second semester shall receive an attendance award of \$100.00.

Teachers who do not utilize any sick and emergency leave days during the entire school year semester shall receive an attendance award of \$100.00 in addition to the attendance awards received during the school year.

Appendix C does not apply to Head Start teachers.

Non-coaching differentials contained in Appendix C do not apply to adult education teachers.

## APPENDIX D-1: 2012-13 and 2013-14 School Year Calendars

### Teacher Calendar 2012-2013

\*Counting 3 P.D. days  
as instructional hours

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
August (0)	<del>21</del> <del>22</del> <del>23</del> <del>24</del> <del>27</del> <del>28</del> 29 30 <del>31</del>	21 Teachers Report 22 Teacher Work Day 23, 29 Professional Development 30 Teacher Work Day		5
September (19)	<del>3</del> (4) 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 1 2 (3) 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	3 Furlough Day-Labor Day 4 Students Report (a.m. only)		19
October (23)	1 2 (3) 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	3 Student Count Day		23
November (19)	1 2 5 (6) 7 8 9 12 13 14 15 16 19 20 21 <del>22</del> <del>23</del> 26 27 28 29 30	6 Professional Development - No school	22 Thanksgiving 23 Day after Thanksgiving	22
December (15)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 <del>24</del> <del>25</del> <del>26</del> <del>27</del> <del>28</del> <del>31</del>		24 Christmas Eve 25 Christmas Day	17
January (20)	<del>1</del> 2 3 4 7 8 9 10 11 14 15 16 17 18 <del>21</del> 22 23 24 (25) 28 29 30 31	2 School Resumes 25 End first semester 25 Records day - no classes 28 Begin second semester	1 New Year's Day 21 M. L. King Day	23
February (19)	1 4 5 6 7 8 11 12 (13) 14 15 <del>18</del> 19 20 21 22 25 26 27 28	13 Count Day 18 Furlough Day-Presidents Day No School		19
March (19)	1 4 (5) (6) (7) 8 11 12 13 14 15 18 (19) (20) (21) 22 25 26 27 28 <del>29</del>	5 Professional Development- No School 5-7 ACT/MME Tests 19-21 ACT/MME Makeup Tests	29 Good Friday	21
April (17)	<del>1</del> <del>2</del> <del>3</del> <del>4</del> <del>5</del> 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	March 29 - April 5 Spring Break		17
May (21)	1 2 3 6 (7) 8 9 10 13 14 15 16 17 20 21 22 23 24 <del>27</del> 28 29 30 31	7 Professional Development - No School	27 Memorial Day	23
June (5)	3 4 5 6 (7) (10) 11 12 13 14 17 18 19 20 21 24 25 26 27 28	7 Last Student Day (a.m. only) 10 Records Day - Last Teacher Day		6

8	195
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## Teacher Calendar 2013-2014

\*Counting 3 P.D. days  
as instructional hours

<u>Month</u>	<u>Work Day Calendar</u>	<u>Other Teacher Work Days*</u>	<u>Paid Holidays</u>	<u>Total Paid Days</u>
August (0)	20 21 <span style="border: 1px solid black; padding: 0 2px;">22</span> <span style="border: 1px solid black; padding: 0 2px;">27</span> 28	20 Teachers Report 21, 28 Teacher Work Days 22, 27 PROFESSIONAL DEVELOPMENT		5
September (20)	<del>2</del> <span style="border: 1px solid black; border-radius: 50%; padding: 0 2px;">3</span> 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	2 Furlough Day-Labor Day No School 3 Students Report (a.m. only)		20
October (23)	1 <span style="border: 1px solid black; padding: 0 2px;">2</span> 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	2 Count Day		23
November (18)	1 4 <span style="border: 1px solid black; padding: 0 2px;">5</span> 6 7 8 11 12 13 14 15 18 19 20 21 22 <del>25 26 27 28 29</del>	5 Professional Development - No school	28 Thanksgiving 29 Day after Thanksgiving	21
December (15)	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 <del>23 24 25 26 27</del> <del>30 31</del>		24 Christmas Eve 25 Christmas Day	17
January (18)	<del>1 2 3</del> 6 7 8 9 10 13 14 15 16 17 <del>20 21 22 23</del> <span style="border: 1px solid black; padding: 0 2px;">24</span> 27 28 29 30 31	6 School Resumes 20 MLK Day - No School 24 End of Semester- Records Day- No Classes	1 New Year's Day 20 M. L. King Day	21
February (19)	3 4 5 6 7 10 11 <span style="border: 1px solid black; padding: 0 2px;">12</span> 13 14 <span style="border: 1px solid black; padding: 0 2px;">17</span> 18 19 20 21 24 25 26 27 28	12 Count Day 17 Furlough Day-Presidents Day No School		19
March (20)	3 <span style="border: 1px solid black; padding: 0 2px;">4</span> <span style="border: 1px solid black; padding: 0 2px;">5</span> <span style="border: 1px solid black; padding: 0 2px;">6</span> 7 10 11 12 13 14 17 <span style="border: 1px solid black; padding: 0 2px;">18</span> <span style="border: 1px solid black; padding: 0 2px;">19</span> <span style="border: 1px solid black; padding: 0 2px;">20</span> 21 24 25 26 27 28 31	4 Professional Development- No School 4-6 ACT/MME Test 18-20 ACT/MME Makeups Tests		21
April (16)	1 2 3 4 <del>7 8 9 10 11</del> 14 15 16 17 18 21 22 23 24 25 28 29 30	April 7-11 Spring Break	18 Good Friday	17
May (20)	1 2 5 <span style="border: 1px solid black; padding: 0 2px;">6</span> 7 8 9 12 13 14 15 16 19 20 21 22 23 <del>26 27 28 29 30</del>	6 Professional Development - No school	26 Memorial Day	22
June (8)	2 3 4 5 6 9 10 <span style="border: 1px solid black; border-radius: 50%; padding: 0 2px;">11</span> <span style="border: 1px solid black; padding: 0 2px;">12</span>	11 Last Student Day (a.m. only) 12 Records Day - Last Teacher Day		9

8	195
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HR/LA/08/15/12

## APPENDIX D-5

### School Calendar Information

The following terms and conditions apply to teacher calendars and work hours:

- A. A partial instructional day closure will not be made up if the day counts as a day of instruction.
- B. Days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by City, County, or State health authorities, shall not be counted as days of pupil instruction and such days will be rescheduled, except for those days or hours that do not have to be rescheduled under state law. Teachers shall not be docked pay for said days but they shall consequently make up the days beyond the hours required by state law at no additional pay or cost to the District.
  - 1. Full instructional day closures will be rescheduled on weekdays at the end of the school year.
  - 2. In the event the number of rescheduled instructional days results in the last day of student instruction falling on a Monday, the parties shall meet prior to May 1 to discuss scheduling alternatives.
- C. District closures on teacher work days (i.e., professional development or record days) will result in a rescheduling of the day(s) so that the teachers work the number of such days required by this Agreement. Teachers shall not be docked pay for said days but they shall consequently make up the days at no additional pay or cost to the District. The parties will meet to determine when the days will be made up.
- D. If the legislature amends the State School Aid Act in any way to change the number of required instructional hours and/or days, the parties shall meet to review the changes in state law and determine needed adjustments.
- E. Notice of makeup day(s) at the end of the school year shall be made as early as possible and no later than May 1.
- F. Teachers shall receive their last paycheck on the last scheduled teacher work day of the year.

Make-up days for Head Start teachers will conform to the operational requirements of the Head Start program.

## **APPENDIX E**

### ***Pregnancy-Related Disability***

Pregnancy-related illnesses and/or disabilities shall be treated the same under this contract as any other illnesses and/or disabilities. See Article 17; Article 18, Sections A, E, and M; and Appendix M, No. 11 for provisions covering pregnancy-related illnesses and/or disabilities for K-12 teachers.

Pregnancy-related illnesses and/or disabilities shall be treated the same as any other illnesses and/or disabilities impacting adult education teachers, as provided for in those contractual provisions applicable to adult education teachers. See Article 17 and Article 18 for provisions covering pregnancy-related disabilities.

**APPENDIX F**

***Paid Personal Business Leave Form***

I, \_\_\_\_\_, a teacher at \_\_\_\_\_ School, hereby inform the Flint Board of Education that I shall take a paid personal business leave on

\_\_\_\_\_ a.m.

\_\_\_\_\_, 20\_\_\_,

\_\_\_\_\_ p.m.

I certify that the reason is in accordance with the provisions of Article 18, Section C of the current Master Teacher Contract.

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

-----  
This will be the ( ) first 1/2 day, ( ) second 1/2 day, ( ) third 1/2 day, ( ) fourth 1/2 day for the total of \_\_\_\_\_ day(s) I have requested during this school year.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

**APPENDIX G-1**

**PROBATIONARY TEACHER'S CONTRACT OF EMPLOYMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the BOARD OF EDUCATION OF THE CITY OF FLINT, County of Genesee, and State of Michigan, hereinafter called the "Board," and , hereinafter called "Teacher."

WITNESSETH:

1. MASTER CONTRACT. This individual contract is made pursuant to and subject to the terms and conditions of a Master Contract between the Board and the United Teachers of Flint.

2. CERTIFICATION. The Teacher represents that he holds all certificates and other qualifications required by law to teach in the School District of the City of Flint, Genesee County, Michigan. This contract shall terminate if this certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.

3. LENGTH OF CONTRACT. The Board hereby hires the Teacher to teach in the School District of the City of Flint for the school year beginning \_\_\_\_\_, 20\_\_\_\_ and ending , 20\_\_\_\_.

4. EMPLOYMENT AND DUTIES. The Teacher hereby accepts such employment and agrees to perform the duties of a teacher in the School District of the City of Flint as required by law and by the Board of Education subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Teacher in the amount of \$ . The salary is to be paid in installments commencing \_\_\_\_\_. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Teacher.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall have a non-tenure status.

7. PROBATIONARY STATUS. The Teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session as amended). Continuing tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.

8. TENURE ACT AND PUBLIC EMPLOYMENT RELATIONS ACT. Both parties agree to obey the provisions of said Tenure Act and the Public Employment Relations Act (Public Act 379 of 1965).

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

TEACHER

BOARD OF EDUCATION OF THE CITY OF FLINT,  
GENESEE COUNTY, MICHIGAN

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Superintendent of Community Education (Designee  
Of Superintendent of Community Education)

Present  
Address: \_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip

Summer  
Address: \_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip

Appendix G-1 does not apply to adult education teachers or Head Start teachers.

**APPENDIX G-2**

**TENURE TEACHER CONTRACT OF EMPLOYMENT**

THIS AGREEMENT Made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the BOARD OF EDUCATION OF THE CITY OF FLINT, County of Genesee, and State of Michigan, hereinafter called the "Board," and \_\_\_\_\_, hereinafter called "Teacher."

WITNESSETH:

1. MASTER CONTRACT. This individual contract is made pursuant to and subject to the terms and conditions of a Master Contract between the Board and the United Teachers of Flint.

2. CERTIFICATION. The Teacher represents that (s)he holds all certificates and other qualifications required by law to teach in the School District of the City of Flint, Genesee County, Michigan. This contract shall terminate if the certificate shall expire by limitations and shall not immediately be renewed or if it shall be suspended or revoked by the proper legal authority.

3. LENGTH OF CONTRACT. The Board hereby employs the Teacher to teach in the School District of the City of Flint for the school year beginning \_\_\_\_\_, 20\_\_\_\_ and continuing during each school year thereafter until this contract is terminated.

4. EMPLOYMENT AND DUTIES. The Teacher hereby accepts such employment and agrees to perform the duties of a teacher required by law and by the Board subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Teacher in the amount of \$ \_\_\_\_\_. The salary is to be paid in installments commencing \_\_\_\_\_. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Teacher.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall have a non-tenure status. If the teacher is assigned to duties, other than as a classroom teacher, the Teacher shall not be deemed to be granted continuing tenure in such capacity or capacities.

7. TENURE STATUS. The Teacher is herewith retained on a Tenure basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended).

8. TENURE ACT AND PUBLIC EMPLOYMENT RELATIONS ACT. Both parties agree to obey the provisions of said Tenure Act and the Public Employment Relations Act (Public Act 379 of 1965).

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

TEACHER

BOARD OF EDUCATION OF THE CITY OF FLINT,  
GENESEE COUNTY, MICHIGAN

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Superintendent of Community Education (Designee  
Of Superintendent of Community Education)

Present  
Address: \_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip

Summer  
Address: \_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip

Appendix G-2 does not apply to adult education teacher or Head Start teachers.

**APPENDIX G-3**  
**FLINT BOARD OF EDUCATION**  
**SUPPLEMENTAL SALARY CONTRACT**

The Board of Education of the City of Flint, Michigan will pay to:

\_\_\_\_\_ the sum of \$ \_\_\_\_\_ for  
extra services

performed in the following capacity

\_\_\_\_\_  
for the period from \_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

This amount will be added to the regular salary. Failure to perform the above service will result in a salary adjustment prior to the end of the school year.

It is specifically understood and agreed that continuing tenure does not apply to the above extra service or compensation for such service.

FLINT BOARD OF EDUCATION

\_\_\_\_\_  
Superintendent of Community  
Education (Designee of Superintendent of  
Community Education)

\_\_\_\_\_  
Staff Member

APPENDIX G-4

Non-continuing (Probationary) Contract

THIS AGREEMENT Made this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between the BOARD OF EDUCATION OF THE CITY OF FLINT, County of Genesee, and State of Michigan, hereinafter called the "Board," and \_\_\_\_\_, hereinafter called the "Employee,"

WITNESSETH:

1. MASTER CONTRACT. This individual contract is made pursuant to and subject to the terms and conditions of a Master Contract between the Board and the United Teachers of Flint.

2. QUALIFICATIONS. The Employee represents that (s)he holds all certificates and has all other qualifications required by law and the rules of the Michigan State Board of Education and the School District of the City of Flint, Genesee County, Michigan.

3. LENGTH OF CONTRACT. The Board hereby employs the Employee in the School District of the City of Flint for the school year beginning \_\_\_\_\_, 19 \_\_ and ending with the last teaching day of the school year.

4. EMPLOYMENT AND DUTIES. The Employee hereby accepts such employment and agrees to perform the duties of his/her position as required by law and the rules of the Michigan State Board of Education and by the Board subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Employee in the amount of \$ \_\_\_\_\_. The salary is to be paid in installments commencing \_\_\_\_\_. The Board is authorized to make such payroll deductions as are required by law or as are approved by the Board and requested by the Employee.

6. EXTRA DUTIES. If the Employee is assigned duties other than as required by his/her customary assignment or is assigned extra duties, (s)he shall not be deemed to have been granted a contract for the performance of such extra duties.

7. TERMINATION. Anything in this contract and said Master Contract to the contrary notwithstanding, this contract shall terminate immediately without notice if:

- a. The Employee's rights to practice in the State of Michigan and/or other necessary certificates expire by limitation or shall be suspended or revoked or if the Employee shall cease to possess the certification, qualifications or other credentials for the position required by law or the rules of the State Board of Education.
b. The Board's authority by statute or State Board of Education regulation to provide those services customarily performed by the Employee shall be terminated.

Should the Board determine that it is necessary to reduce personnel, this contract may be terminated by the Board on written notice given to the Employee by the last teaching day of the school year, except that in no instance shall the notice requirement for said Employees be longer than that required for certificated tenure teachers under the Michigan Teacher Tenure Act.

Subject to the provisions of the Master Contract between the Board and the United Teachers of Flint, this contract may be terminated at any time for cause.

8. PUBLIC EMPLOYMENT RELATIONS ACT. Both parties agree to abide by the provisions of the Public Employment Relations Act (Public Act 379 of 1965, as amended).

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

EMPLOYEE
Signature
Present Address:
Number Street
City State Zip
Summer Address:
Number Street
City State Zip

BOARD OF EDUCATION OF THE CITY OF FLINT,
GENESEE COUNTY, MICHIGAN
By:
Superintendent of Community Education (Designee
Of Superintendent of Community Education)

Appendix G-4 does not apply to adult education teachers.

**APPENDIX G-5**

**Continuing Contract**

THIS AGREEMENT Made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the BOARD OF EDUCATION OF THE CITY OF FLINT, County of Genesee, and State of Michigan, hereinafter called the "Board," and \_\_\_\_\_, hereinafter called the "Employee."

WITNESSETH:

1. MASTER CONTRACT. This individual contract is made pursuant to and subject to the terms and conditions of a Master Contract between the Board and the United Teachers of Flint.

2. QUALIFICATIONS. The Employee represents that (s)he holds all certificates and has all other qualifications required by law and the rules of the Michigan State Board of Education and the School District of the City of Flint, Genesee County, Michigan.

3. LENGTH OF CONTRACT. The Board hereby employs the Employee in the School District of the City of Flint for the school year beginning \_\_\_\_\_, 20 \_\_ and continuing during each school year thereafter until the contract is terminated.

4. EMPLOYMENT AND DUTIES. The Employee hereby accepts such employment and agrees to perform the duties of his/her position as required by law and the rules of the Michigan State Board of Education and by the Board subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Employee in the amount of \$ \_\_\_\_\_. The salary is to be paid in installments commencing \_\_\_\_\_. The Board is authorized to make such payroll deductions as are required by law or as are approved by the Board and requested by the Employee.

6. EXTRA DUTIES. If the Employee is assigned duties other than as required by his/her customary assignment or is assigned extra duties, (s)he shall not be deemed to have been granted a continuing contract for the performance of such extra duties.

7. TERMINATION. Anything in this contract and said Master Contract to the contrary notwithstanding, this contract shall terminate immediately without notice if:

a. The Employee's rights to practice in the State of Michigan and/or other necessary certificates expire by limitation or shall be suspended or revoked or if the Employee shall cease to possess the certification, qualifications, or other credentials for the position required by law or the rules of the State Board of Education.

b. The Board's authority by statute or State Board of Education regulation to provide those services customarily performed by the Employee shall be terminated.

Should the Board determine that it is necessary to reduce personnel, this contract may be terminated by the Board on written notice given to the Employee by the last teaching day of the school year, except that in no instance shall the notice requirement for said Employees be longer than that required for certificated tenure teachers under the Michigan Teacher Tenure Act.

Subject to the provisions of the Master Contract between the Board and the United Teachers of Flint, this contract may be terminated at any time for cause.

8. PUBLIC EMPLOYMENT RELATIONS ACT. Both parties agree to abide by the provisions of the Public Employment Relations Act (Public Act 379 of 1965, as amended).

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

EMPLOYEE:

BOARD OF EDUCATION OF THE CITY OF FLINT,  
GENESEE COUNTY, MICHIGAN

Signature \_\_\_\_\_

Present

Address: \_\_\_\_\_  
Number Street

By: \_\_\_\_\_  
Superintendent of Community Education (Designee  
Of Superintendent of Community Education)

City State Zip

Summer

Address: \_\_\_\_\_  
Number Street

City State Zip

Appendix G-5 does not apply to adult education teachers.

**APPENDIX H-1**

**Teacher Evaluation**

Date \_\_\_\_\_

Teacher \_\_\_\_\_ Subject \_\_\_\_\_

School \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_

Examples of Strengths in Anecdotal Form:

Areas Needing Improvement in Anecdotal Form:

Professional Assistance Given:

Plan of Action:

- a. Recommendations for Improving Performance and Length of Time for Achieving Results:
  
- b. Consequences If No Improvement:

RECOMMENDATION:

\_\_\_\_\_ Continue Tenure Contract

EVALUATION: (Check one)

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with the Master Teacher Contract. I understand, also, that I may have a representative of my professional organization present at this evaluation conference session with my supervisor or principal.

Remarks by Teacher:

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(Date)

(Teacher)

(Date)

(Evaluator)

This is a professional report and must be kept in approved confidence.

(This form is to be processed and a copy given to the teacher at the conference session.)

**One copy each to Human Resources/Legal Affairs, Evaluator, and Employee**

**APPENDIX H-2**

**Teacher Performance Report**

Date \_\_\_\_\_

Teacher \_\_\_\_\_ Subject \_\_\_\_\_

School \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_

Examples of Strengths in Anecdotal Form:

Areas Needing Improvement in Anecdotal Form:

Professional Assistance Given, Recommended or Requested:

Recommendations for Improving Services (Including a Reasonable Length of Time to Achieve the Improvements):

If Improvement Is Not Shown, the Following Disciplinary Action May Occur:

General Comments:

Evaluator \_\_\_\_\_

**One copy each to Human Resources/Legal Affairs, Evaluator, and Employee**

**APPENDIX H-3**

**Adult Education Teacher Evaluation**

Teacher \_\_\_\_\_

Date

Subject \_\_\_\_\_

Time: From \_\_\_\_\_ To

**I. EXTERNAL OBSERVATION**

JOB PERFORMANCE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
1. Punctuality			
2. Time on task			
3. Maintains appropriate records			
4. Meets deadlines			
5. Works well independently			

**II. PERSONAL OBSERVATION**

**Examples of strengths:**

**Areas needing improvement:**

**III. COMMENTS**

**IV. OVERALL RATING**

EVALUATION:

Satisfactory

Needs Improvement

Unsatisfactory

**I have read the above evaluation.**

I understand that my signature does not constitute a concurrence or approval and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with the Master Teacher Contract. I understand, also, that I may have a representative of my professional organization present at this evaluation conference session with my supervisor or principal.

Remarks by Teacher:

---

---

---

---

(Date)

(Teacher)

(Date)

(Evaluator)

This is a professional report and must be kept in approved confidence.

(This form is to be processed and a copy given to the teacher at the conference session.)

**One copy each to Human Resources/Legal Affairs, Evaluator, and Employee**

**APPENDIX H-4**  
**Guest Teacher Evaluation**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Subject \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

I. Given the nature of Guest teaching, and taking into consideration the necessity of being on call daily, evaluate the following:

JOB PERFORMANCE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
1. Teaches lessons effectively			
2. Follows lesson plans			
3. Follows time schedules			
4. Disciplines appropriately			
5. Has rapport with students			
6. OVERALL RATING			

II. Examples of strengths and/or Areas Needing Improvement:

III. Professional assistance given and/or recommended:

REMARKS BY TEACHER:

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(Date)

(Teacher)

(Date)

(Evaluator)

**This is a professional report and must be kept in approved confidence. (This form is to be processed and a copy given to the Guest Teacher.)**

**One copy each to Human Resources/Legal Affairs, Evaluator, and Employee**

## APPENDIX I

### Teacher Evaluation Guidelines

#### A. Basic Guidelines for the Evaluation of Teachers

Article 22 of the Master Teacher Contract on Teacher Evaluation provides that each teacher will be evaluated periodically in order that the teacher be aware of his/her strengths and weaknesses.

#### B. The Evaluator

The responsibility for the administration of the evaluation program for teachers lies with the Executive Director of Human Resources/Labor Relations who implements the processes through the appropriate administrator. Under the direction of these administrators, teachers are evaluated by the following personnel:

1. The principal, assistant principal, or equivalent administrator will evaluate all teachers in the bargaining unit (either full- or half-time) assigned to a particular school. The name of the primary evaluator shall be made known to the teacher prior to the evaluation.
2. The appropriate administrator for all itinerant staff evaluates all itinerant teachers (either full- or part-time) not assigned permanently to any specific school or building.
3. The appropriate consultant, coordinator, or director may also assist the primary evaluator where his/her specialized talents are beneficial in the evaluation process. The name of the consultant, coordinator, or director assisting in the evaluation shall be made known to the teacher prior to the evaluation.
4. Teachers assigned to two (2) buildings will be evaluated by each principal. Conflicts between these evaluations will be resolved by the Office of Human Resources/Labor Relations.

The above administrators are referred to as the "evaluator" throughout the evaluation procedure.

#### C. Guidelines

These guidelines are proposed in recognition of the concept of professional growth.

Two forms will be utilized by the evaluator:

1. Teacher Performance Report, and
2. Teacher Evaluation. The Evaluation of teacher shall consist of three levels: Satisfactory, Needs Improvement, or Unsatisfactory.

Both of these forms will be prepared in triplicate on sensitized paper. One copy of each of the completed forms shall be placed in the teacher's file in the Office of Human Resources/Labor Relations, one copy shall be given to the teacher, and one copy is retained by the evaluator. In order that each teacher may be aware of his/her strengths and weaknesses, each Teacher Performance Report and Teacher Evaluation shall be followed by an evaluator/teacher conference within a seven (7) work day period. The seven (7) work day period for a Teacher Performance Report conference requirement will be tolled in the event of an illness of the teacher or other circumstance which prevents the teacher's attendance at the conference. Teacher Performance Reports may not be carried over from school year to school year. Teachers needing improvement shall be given an opportunity to utilize professional help so that they may attempt to rectify difficulties; the teacher may request a Teacher Performance Report by another qualified observer. Each form will include a statement of the improvements desired, a recommendation of how to attain the desired improvements, a statement providing a reasonable period of time in which to attain the desired improvements, and what consequences may occur if the desired improvements are not achieved.

- D. The Teacher Evaluation will be discussed point by point with the teacher when he/she receives it. The teacher shall be requested to sign the Evaluation. Any teacher disagreeing with his/her Evaluation may indicate his/her objections in writing in the space provided.

Each Evaluation shall contain a rating of each teacher (tenure and non-tenure) together with the evaluator's recommendation. (Recommendations for tenure teachers should be: Continue Tenure Contract, or Retain at Present Salary as per Article 22(B) of the Master Teacher Contract, or Terminate. Recommendations for non-tenure teachers should be: Renew Contract or Give Tenure Contract or Do Not Renew Contract for the Following Year.)

- E. Non-tenure

Each non-tenure teacher shall receive his/her evaluation on or before April 1<sup>st</sup>. The Teacher Evaluation is to be filed no later than the first school day following April 1<sup>st</sup>. The non-tenure teacher's individual development plan must be cross-referenced in the evaluation.

For probationary teachers not assessed by the TAP program, at least three (3) Teacher Performance Reports shall be completed for each non-tenure teacher between the opening of school and April 1<sup>st</sup>, except for those hired after

Thanksgiving. No more than one (1) observation shall be made in any one day, nor shall any further observations be made until a post observation conference has been held with the teacher. A minimum of two (2) Teacher Performance Reports should be completed for each non-tenure teacher hired after Thanksgiving by the following March 15th.

F. Tenure

A teacher rated satisfactory may be evaluated annually but must be evaluated at least once every two years. The Evaluation of tenure teachers who are considered satisfactory should be filed prior to June 1<sup>st</sup> of the school year and shall be accompanied by all Teacher Performance Reports. Tenure teachers whose work is considered unsatisfactory will be evaluated each semester, with the first evaluation being filed no later than the first school day following February 15th, followed by a subsequent evaluation filed no later than May 1st. The first evaluation must be accompanied by four (4) Teacher Performance Reports while the second evaluation must be accompanied by three (3) Teacher Performance reports.

Any tenure teacher who had been retained at his/her previous salary must be evaluated each semester of the following year. The first evaluation of such a teacher, along with the Teacher Performance Reports, must be filed no later than the first school day following February 15th, followed by a subsequent evaluation filed no later than April 1st.

G. Adult Education Teachers

Each probationary adult education teacher teaching half time or more will be evaluated annually in order that the teacher be aware of his/her strengths and weaknesses. Non-probationary adult education teachers teaching half-time or more will be evaluated every other year. Adult Education teacher evaluations are to be filed in the Office of Human Resources by the first day of school following April 1<sup>st</sup>.

These guidelines are proposed in recognition of the concept of professional growth.

Two forms will be utilized by the evaluator:

1. Teacher Performance Report (Appendix H-2); and
2. Adult Education Teacher Evaluation Form (Appendix H-3).

Both of these forms will be prepared in triplicate on sensitized paper. One copy of each of the completed forms shall be placed in the teacher's file in

the Office of Human Resources/Labor Relations, one copy shall be given to the teacher, and one copy is retained by the evaluator.

In order that each teacher may be aware of his/her strengths and weaknesses, each Teacher Performance Report and Teacher Evaluation shall be followed by an evaluator/teacher conference within a twenty-one (21) work day period. Teachers receiving a satisfactory or needs improvement evaluation may receive the Teacher Performance Report and Teacher Evaluation concurrently at a single evaluator/teacher conference.

Teachers needing improvement shall be given an opportunity to utilize professional help so that they may attempt to rectify difficulties; the teacher may request a Teacher Performance Report by another qualified observer.

Each form will include a statement of the improvements desired, a recommendation of how to attain the desired improvements, a statement providing a reasonable period of time in which to attain the desired improvements, and what consequences may occur if the desired improvements are not achieved.

The Teacher Evaluation will be discussed point by point with the teacher when he/she receives it. The teacher shall be requested to sign the evaluation. Any teacher disagreeing with his/her evaluation may indicate his/her objections in writing in the space provided. Evaluations are to be filed in the Office of Human Resources/Labor Relations on the first school day following April 1<sup>st</sup>.

Each evaluation shall contain a rating of the teacher.

There shall be at least three (3) performance reports and one evaluation before April 1<sup>st</sup> for teachers observed as having performance problems. No more than one (1) observation shall be made in any one day, nor shall any further observations be made until a post observation conference has been held with the teacher. The performance report and evaluation conferences with teachers having performance problems shall not be held concurrently.

Adult education teachers teaching less than half time may be terminated for unsatisfactory performance upon the recommendation of the principal of the Mott Adult High School. Such recommendations shall be in writing and detail the reasons for the unsatisfactory performance. The reasons provided in the written recommendation shall not be arbitrary or capricious.

Sections A through F of Appendix I do not apply to adult education teachers.

(See Article 22, Paragraph I for the Teacher Assessment Pilot language)

## APPENDIX J

### Skill Center Class Schedules

#### SKILL CENTER CLASS SCHEDULES

1. Notwithstanding the language of Article 12(C) to (E) of the Master Teacher Contract, the current teaching hours at Genesee Area Skill Center are as follows:

Session I	7:00 a.m. - 9:20 a.m.
Session II	9:25 a.m. - 11:45 a.m.
Session III	11:50 a.m. - 2:10 p.m.

2. Further, the fall class schedule shall be subject to review during the period of the second semester of each school year for the purpose of determining whether the program has achieved the objective of increasing student enrollment in the fourth class session.
3. In the event financial conditions make it unfeasible to institute the revised class schedule, scheduling will be implemented pursuant to the provisions of Articles 12 and 13 of the Master Teacher Contract.

## APPENDIX K

### **K-12 Application Procedure for Sabbatical Leave**

1. Application forms may only be obtained from the Human Resources Office, Administration Building, 923 East Kearsley Street, Flint, Michigan 48503-1900, telephone no. 760-1218.
2. Applications for sabbatical leave shall be made in writing on the application form provided, and received by the appropriate division head no later than March 1 preceding the school year within which the leave is desired. In an instance where the March 1 deadline falls on a nonworking day, the deadline for application shall be extended until the next regularly scheduled working day.
3. Prior to a sabbatical program being accepted for review by the Sabbatical Committee, the following procedural requirements must have been fully met by the sabbatical applicant. Failure of the sabbatical applicant to meet all of the hereinafter mentioned procedural requirements shall bar the application from review by the Sabbatical Leave Committee. Sabbatical applicants who have their sabbatical application barred from review by the Sabbatical Leave Committee because of a procedural deficiency shall be immediately notified of such a decision by letter from the appropriate division head, setting forth the reasons for disapproval. The procedural requirements which must be met in full by a sabbatical applicant prior to the applicant's sabbatical program being evaluated by the Sabbatical Committee are as follows:
  - A. The sabbatical applicant shall have completed seven years of service in the Flint Community Schools.
  - B. The completed sabbatical application must have been received by the appropriate division head by March 1 preceding the school year within which the leave is desired.
  - C. A letter of acceptance from the graduate school under whose direction the sabbatical program is to be taken must be attached to the sabbatical application, if the applicant plans to attend a college or university. In those instances where a letter of acceptance cannot be provided by the college or university by the March 1 deadline, a letter from the college or university so stating will suffice until such time as a letter of acceptance can be provided.
  - D. A curriculum outline must be provided detailing the course required by the graduate school as part of the sabbatical program, or in the instance where a sabbatical program is not under the direction of a college or university, a detailed outline of the proposed course of study must be similarly attached.

4. Sabbatical applicants who meet the requirements of Provision Three (3) shall have their sabbatical programs evaluated by the Sabbatical Leave Committee. The Sabbatical Leave Committee, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider such criteria as:
  - A. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by a good or superior rating on the five (5) annual evaluations previous to the applicant's sabbatical application? The Committee may, for a showing of good cause, waive this requirement for one (1) year of the five (5).
  - B. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by:
    - 1) Taking the initiative in developing and implementing new, revised, or improved curriculum units or programs?
    - 2) Handling difficult assignments or classes?
    - 3) Awards and letters of commendation?
    - 4) Service on building and/or district committees or projects, such as human relations, professional study, or curriculum committees?
    - 5) Recommendations by colleagues, such as teachers and administrators?
    - 6) Documents, exhibits, or submissions by the teacher as to work and/or activities the teacher applicant feels indicate significant service to the district?
  - C. Whether the teaching program of the department, school, and/or system will be seriously impaired by the teacher's absence. Reasonable effort will be made by the building administration to accommodate the schedule of the sabbatical candidate so as to provide a sabbatical leave.
  - D. Is the focus of the sabbatical program outlined on the sabbatical application of a nature to:
    - 1) Contribute to the professional effectiveness of the applicant upon return to teaching and to subsequent service to the district?
    - 2) Encourage scholarly achievement by the sabbatical applicant?

- 3) Provide the applicant an opportunity for growth and renewal as a teacher?
  - E. Is the thrust of the proposed sabbatical program of a nature as to significantly aid the applicant in the discharge of present job responsibilities, and/or does there exist a reasonable likelihood of the applicant being assigned in the foreseeable future to a position requiring such background?
  - F. Does the applicant's sabbatical program deal with a topical educational issue, the investigation of which would benefit district operation or program?
5. All sabbatical applicants who have their sabbatical programs accepted for review by the Sabbatical Committee shall make an oral presentation of their program to the Sabbatical Committee. The purpose of such a presentation shall be to explain the candidate's program in detail, and shall not serve as a guest teacher for the candidate's written sabbatical proposal.
6. All sabbatical applicants who have their programs reviewed by the Sabbatical Committee will be notified as to the decision of the Committee within ninety (90) days of said review, by the appropriate director. Said decision will be in writing, setting forth the reasons for approval or disapproval of the applicant's sabbatical program.
7. Upon notification of approval for a sabbatical leave, the applicant will contact the Office of Human Resources/Labor Relations to complete arrangements for the sabbatical leave.
8. Each applicant who is granted a sabbatical leave will be expected to return to his/her duties in the Flint Community Schools for at least one year, and upon returning shall present a full report regarding the use of his/her sabbatical leave to the division head.
9. An applicant on leave of absence for at least a semester shall be required to notify the Office of Human Resources/Labor Relations in writing not less than 90 days prior to the expiration of the leave whether the applicant wishes to return to employment. An applicant not conforming to this notice requirement may have his/her employment terminated.

## APPENDIX L

### **Scheduled Work Days for Title I, ESEA Teachers Assigned to Genesee Catholic Schools**

In an attempt to resolve the special scheduling needs brought about by the assignment of teachers funded under ESEA, Title I, to the Genesee Catholic Schools, and in an attempt to maximize the educational advantage of such staff placement, the United Teachers of Flint, Inc., and the Flint Board of Education agree to the following modifications of scheduled working days for teachers assigned to those buildings.

1. In instances wherein Title I teachers employed by the Flint School District are assigned to positions in the Genesee Catholic Schools, the daily schedule and the calendar of working days for those teachers shall conform to that of the building to which they are assigned, provided that:
  - a. No teacher shall be required to work a greater number of days in any school year than that provided for in the negotiated agreement between the parties in effect at that time;
  - b. No teacher shall be required to work a greater number of hours in any school year than that provided for in the negotiated agreement between the parties in effect at that time; and
  - c. All such assigned teachers may be required to report on days that the Genesee Catholic Schools are not in session. Should such be required in order to meet the minimum number of work days provided for in the negotiated agreement between the parties in effect at that time, except that in instances wherein a reduction in the total number of working days is necessitated due to the work hours limitation provided for in (b.) above, teachers shall not be required to report more days than would be necessary to meet the maximum work hours agreed to by the parties in the aforementioned agreement.
2. All teachers being considered for placement in such positions shall be informed of this agreement on their work schedule. No teacher shall be required to accept such an assignment unless that teacher has agreed to the resultant changes in his/her working schedule. Teachers refusing placement in such positions for this reason will be assigned to other vacant positions according to the contractual provisions governing such assignment agreed to by the parties in effect at that time.

Appendix L does not apply to adult education teachers or Head Start teachers.

## APPENDIX M

### Long-Term Disability

It is agreed between the Board of Education of the City of Flint and the United Teachers of Flint, Inc., that the long-term disability insurance program provided teachers shall include the following features:

1. Maximum monthly benefits of \$5,500.00
2. Primary Offset. If a disabled teacher is eligible for Social Security benefits, only the primary (individual) and not family benefit will be subtracted (offset) from the long-term disability payments.
3. Social Security Freeze. The amount of reduction in long-term disability benefits resulting from Social Security benefits will be calculated when long-term disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefits shall be frozen. Any later legislative changes increasing Social Security benefits will not be deducted.
4. Pre-Existing Condition. The plan shall not include a Pre-Existing Condition Clause.
5. Own Occupation Definition. Total disability shall mean the inability of a teacher to perform any of the duties of his/her regular occupation during the first 24 months of one period of disability resulting from injury or sickness. After such 24 months within the same period of disability, total disability shall mean the inability of the teacher as the result of injury and sickness, to engage in any and every occupation for which he/she is reasonably fitted by education, training, and experience.
6. Alcohol and Drugs. The plan shall contain no exclusion for alcohol or drug addiction or illness resulting therefrom.
7. Benefits. Provided by the plan shall be payable to age 65, and such benefits shall be payable for accident and sickness.
8. Waiver of Premium. The premium shall be waived while the teacher is totally disabled and his/her long-term disability insurance shall be continued in force during this period.
9. Rehabilitation Provision. Benefits are not payable with respect to any one period of disability, or portion thereof, during which:
  - (a) The teacher is not under the regular care of a legally qualified physician or surgeon; or

(b) The teacher is engaged in any work for compensation, wages, or profit, but this specific limitation shall be waived while the teacher otherwise eligible for the daily disability benefit under this policy participates in a program of rehabilitation or retraining approved in writing by the company. However, fifty (50) percent of any income from compensation or wages which may be earned each day by the teacher during his/her approved retraining or rehabilitation shall be deducted from the teacher's daily benefit.

10. After an aggregate of two (2) years of daily disability benefit payments for total disability due to neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind, the teacher will be paid the daily disability benefit only for the period during which the teacher is confined in a hospital or other institution qualified to provide care and treatment incident to such disability. If, however, the teacher is so confined for at least 14 consecutive days, the teacher will be paid the daily disability benefit during the further continuance of total disability for a maximum of 90 days immediately following the termination of such hospital or institutional confinement.
11. Maternity disability benefits as provided during the 1975-77 contract.

It is understood that the foregoing provisions may not be included verbatim in the LTD plan but any LTD plan obtained shall contain the benefits above specified regardless of language employed therein. It is also understood that the plan shall contain such other provisions as shall be required by the insurance carrier underwriting the plan so long as the above benefits are included therein.

Any teacher currently receiving benefits from a Board long-term disability plan, resultant from a disability occurring previous to September, 1977, shall be entitled to those benefits under the terms of the program in effect at the time of the commencement of the disability.

(See Article 18, Section A; Article 20, Section B; and Appendices N and V for LTD insurance provision.)

## APPENDIX N

### LTD and Sick Days

The Board of Education of the City of Flint and the United Teachers of Flint, Inc., stipulate to the following procedures to be utilized in the processing of long-term disability claims:

1. During a period of long-term disability wherein an employee becomes eligible for long-term disability benefits, it is agreed that affected employees will not receive a pro rata pay-out of sick day benefits in accord with those practices and procedures enumerated in the Memorandum of Understanding of January 27, 1975, but rather upon exhaustion of the extended illness leave whereupon the employment relationship between the Board and the affected employee terminates, said employee will receive a one-time lump sum settlement equivalent to the employee's remaining unused accumulated sick days multiplied by a factor equal to the employee's contracted daily rate at the advent of long-term disability coverage.

In the alternative, should an employee return to a teaching position before exhaustion of those leave benefits enumerated in Article 18(A) of the Master Agreement between the parties, said employee shall retain all unused accumulated sick days earned, up to and including that period the employee would have otherwise been on payroll had such sick days been exhausted on a full-day basis.

2. It is understood that premium payments for fringe benefits shall continue in effect through the period that normally would have been covered by the affected employee's accumulated sick leave, had such sick days been utilized on a full-day basis during the period of disability. (See Appendix V, Leaves of Absence, Nos. 4 and 5.)

The period of extended illness leave stipulated in Article 18(A) shall commence on the date that the affected employee would have commenced said leave had the affected employee's accumulated sick days been exhausted on a full-day basis.

It is understood and agreed that payment of a one-time lump sum settlement to an affected employee at the end of the two-year period stipulated in Article 18(A) shall relieve the Board of any obligation for returning the teacher from leave in that the employee's sick days will, upon such payment, be considered to be exhausted.

The terms and conditions of this Appendix became binding for any employee disabled through accident or illness on or after December 1, 1975. It is understood that this Appendix applies exclusively to said employees, and is not

controlling for any employee who may have been disabled through accident or illness prior to December 1, 1975.

Appendix N does not apply to adult education teachers.

## APPENDIX O

### K-12 Driving Allowance

1. It is agreed that employees wishing to go from a monthly car allowance to a monthly mileage log, or in an instance where an employee wishes to receive consideration for an increase in monthly car allowance, the following procedures shall be adhered to:
  - a. The affected employee will log his or her individual mileage, in accord with those procedures established by the Board from time to time, for a ten (10) month period.
  - b. Upon completion of the logging procedure, the appropriate division head or designee will have the option of adjusting the mileage allowance to the mutual satisfaction of the parties, or the employee will be allowed to convert from a monthly car allowance to a monthly mileage log, payable at the rate stipulated to in Article 10 (F) of the Master Teacher Contract.

All adjustments made in accord with Provision One (1) of this Agreement will become effective only after the exhaustion of those procedures stipulated to in said provision, and shall not be applied retroactively.

2. It is agreed that the Board retains the unqualified right to convert an employee from a monthly mileage allowance to monthly mileage logging, payable at the rate stipulated to in Article 10(F) of the Master Teacher Contract upon thirty (30) days notice to the affected employee.

(See Article 10, Section F for Driving Allowance Provision.)

APPENDIX P

Flint Community Schools

***Doctor's Verification of Illness or Disability Form***

TO BE COMPLETED BY ATTENDING PHYSICIAN

(Please Print or Type)

1. Patient's name \_\_\_\_\_ Age: \_\_\_\_\_

2. Please state:

(a) Patient's complaints: \_\_\_\_\_

\_\_\_\_\_

(b) Objective findings (including results of x-rays, laboratory tests, diagnostic studies, B/P, etc., if relevant):

\_\_\_\_\_

\_\_\_\_\_

(c) Your diagnosis: \_\_\_\_\_

(d) Brief history of illness or injury: \_\_\_\_\_

\_\_\_\_\_

3. Give all dates of treatments by you during this period of disability:

Office or Home: \_\_\_\_\_

Hospital: \_\_\_\_\_

4. If the patient was confined as a registered bed patient in a legally constituted hospital during this period of disability, please answer the following:

(a) Name and address of hospital: \_\_\_\_\_

(b) Date of admission: \_\_\_ / \_\_\_ 200\_\_\_ Date of discharge: \_\_\_ / \_\_\_ 200\_\_\_

(c) Date of surgery, if any: \_\_\_\_/\_\_\_\_/200\_\_ Surgical procedure \_\_\_\_\_

5. Based on your personal knowledge and treatment, how long has the patient been totally disabled solely by his/her sickness or injury so that he/she was prevented from working? From: \_\_\_\_/\_\_\_\_/200\_\_ to and including: \_\_\_\_/\_\_\_\_/200\_\_

6. In your opinion, is the patient's disability caused by his/her work for Flint Schools or any other employer?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "YES," please explain on separate sheet.

7. If applicable, is the patient MENTALLY capable of transacting his/her personal affairs (for instance, the endorsing of checks) with the realization of the nature and consequence of his/her acts?

YES \_\_\_\_\_ NO \_\_\_\_\_

8. Has the patient recovered sufficiently to return to work?

YES \_\_\_\_\_ NO \_\_\_\_\_

(a) If "YES," give the date the patient was able to return to work:

(b) If "NO," when, in your opinion, may work be resumed? (Please do not use the terms "indefinite," "unknown," "undetermined," etc. If a definite date cannot be determined, please approximate in days, weeks, or months, how long total disability will continue from the date of most recent treatment as indicated above.)

Physician's name (please print or type): \_\_\_\_\_

Office address: \_\_\_\_\_

Specialty board certification: \_\_\_\_\_

Physician's signature: \_\_\_\_\_

Date completed: \_\_\_\_\_ 200\_\_

## **APPENDIX Q**

### **Vocationally Certified Teachers**

1. To be eligible for work experience credit an employee must have an endorsement in the field in which the employee is assigned, and possess a valid teaching certificate.
2. Vocational teachers holding a vocational endorsement in the field in which the teacher is assigned, and possessing a valid teaching certificate, and who upon hire or thereafter were granted less than two years work experience credit and who have not reached the final step of their respective schedules, shall receive two (2) years work experience credit on the salary schedule.

Appendix Q does not apply to adult education teachers or Head Start teachers.

**APPENDIX R**

**Reserved for Future Use**

## APPENDIX S-1

### Definition and Explanation of Seniority Register

1. Seniority shall be defined as uninterrupted (non-terminated) years of employment (service) with Flint Community Schools. Resignations shall be considered terminations, except when a teacher is rehired and there is no loss of service. Leaves of absence shall not be considered terminations, provided the employee returns to active employment within the designated leave periods as set forth in Article 18, Leaves of Absence. Employees accruing long-term disability benefits will be subject to the terms of the Extended Illness Leave.
2. Seniority does not accrue during leaves of absence as provided in Article 16 (layoff leave) and Article 18 (general leaves) except for Paid Personal Business Leave, Article 18(C), Religious Observance (Article 18(D), Jury Duty and Court Service, Article 18(E), and Sabbatical Leave, Article 18(I), wherein seniority does accrue. Seniority does accrue during short-term sick leave (personal sick days and sick bank days) as provided in Article 17. (See Appendix V, Leaves of Absence, No. 4).
3. Seniority does not accrue for employment in any school district other than Flint nor for employment in Flint outside of the teacher bargaining unit, except as an administrator (as defined in Article 18(L)(1)).

An administrator, as defined in Article 18(L)(1) hired prior to September 1, 1985, shall be returned to a teaching position for which he/she is certified and qualified on the basis of total uninterrupted (non-terminated) years of employment in Flint Community Schools in a teaching position, an administrative position, or in a position requiring a teaching certificate as determined by the job description and/or State law or Department of Education regulation.

An administrator (as defined in Article 18(L)(1), hired on or after September 1, 1985, shall be returned to a teaching position for which he/she is certified and qualified on the basis of total uninterrupted (non-terminated) years of employment within the teacher bargaining unit, or a total of bargaining unit seniority and seniority accrued in an administrative position or a position requiring a teacher certificate as determined by the job description and/or State law or Department of Education regulation, not to exceed five and one-half (5.5) years, whichever is greater. Upon placement within the teacher bargaining unit, the administrator, as defined in Article 18(L)(1), formerly on administrative assignment, shall continue to accrue seniority from a base of total bargaining unit seniority, or a total of administrative seniority and bargaining unit seniority not to exceed five and one-half (5.5) years, whichever is greater.

Persons in existing positions (other than administrative positions) outside of the teacher bargaining unit for which a teaching certificate is not now required shall not be granted seniority in the teacher bargaining unit without mutual agreement between the Board and UTF.

If the Board shall adopt a new job description for a position (other than administrative positions) outside of the teacher bargaining unit which requires a teaching certificate, or add a teaching certificate requirement to an existing job description (other than administrative positions) for a position outside of the teacher bargaining unit, the Board shall forward a copy of said job description to the UTF.

The UTF reserves the right to challenge through the grievance procedure the necessity of the Board requiring a teaching certificate in any new job description or adding it to any existing job description (other than administrative positions).

4. Teachers teaching half time or more shall be given full seniority credit for the year or pro rata portion thereof. Teachers teaching less than half time shall not receive seniority credit unless said seniority was accrued and credited prior to September, 1979, or the effective date of this contract, whichever is later.
5. Seniority credit for military service shall accrue under the following conditions:
  - a. Seniority for military service is required when a teacher was employed by the Flint Community Schools and then entered the armed forces, either on a voluntary or draft basis. Service with the armed forces prior to employment with the Flint schools would not count toward seniority in Flint.
  - b. From September 28, 1951 through December 2, 1974, up to three years of seniority for military service subsequent to employment with the Flint Community Schools as set forth above must be granted in the Flint schools under State law.
  - c. From December 2, 1974 through the present and continuing, up to four years of seniority for military service subsequent to employment with the Flint Community Schools as set forth above must be granted in the Flint schools under the 1974 federal law.
6. Relative to Article 17, Section N, for purposes of placing a person in the various groupings when they are between years, it is agreed that a teacher shall be placed in the lower category when they have one (1) through ninety-two (92) days work completed and in the higher category when they have ninety-three (93) through one hundred eighty-five (185) days of work completed.

For example, if a teacher had taught five full years plus 86 days, that teacher would fit into Article 17, Section N(1) or zero (0) through five (5) years seniority. On the other hand, if a teacher had taught five full years plus 106 days, that teacher would fit in Article 17, Section N(2), or six (6) through ten (10) years seniority.

The formula used herein is fifty percent (50%) plus one (1) on the basis of 185 working days a year. If the work year should ever be other than 185 work days, then the fifty percent (50%) plus one (1) formula shall also apply to that work year.

7. Relative to number of work days a year for seniority accrual purposes, the base shall be considered to be 185 work (seniority) days a year for all years except as may be provided in future contract calendars.

#### Explanation of Seniority Register

The seniority register has a number of columns. You should check your status in all columns for accuracy except the Department column. The columns and information are as follows:

1. Social Security number--your correct social security number
2. Department (Dept.)--no need to check this assignment column
3. Employee name--your correct name
4. Original date of hire--date of first hire in the Flint School District
5. Last employment date--when the person last returned to work
6. System seniority date--this date is derived by first taking the original date of hire and then subtracting from it any absence from employment that does not count toward seniority.

Example No. 1. If a teacher was hired September 4, 1951 and took a two-year leave of absence, then the seniority date would be September 8, 1953 where the leave did not count toward seniority.

The column titled, System Seniority Date, is the one used to determine the ranking of staff for pink slipping. If this date is not the same as the original hire date, the teacher may have:

1. Resigned and was re-employed later (seniority begins as of re-employment date),
2. Went on a leave of absence that did not accrue seniority,
3. Been pink-slipped and recalled after school began, or
4. Interrupted accrual of seniority some other way.

Pay Credit vs. Seniority Credit. Pay credit and seniority credit may differ. Salary credit subject to the terms of the Master Contract is granted for teaching in another district and for teaching in Flint before a resignation. A teacher, therefore, may have more pay or salary years than seniority years.

Example No. 2. If a teacher was hired in 1947 and resigned in 1953, and was hired again in 1959 and taught since then, the seniority date would begin as of 1959 because the 1947 through 1953 period does not count because of the 1953 resignation. On the other hand, if the person had taken a maternity leave from 1953 through 1959, then the

1947 through 1953 period would count for seniority although the leave (1953-1959) period would not.

Example No. 3. If a teacher became ill and went on an "Extended Illness" leave of absence, that leave period (now after 45 working days of illness) would not count toward seniority. For example, if a teacher was out on LTD (long-term disability), the length of disability is covered by a leave and does not count for accrual of seniority.

8. Certification (Cert.)
- |                     |                         |
|---------------------|-------------------------|
| 0=cert not required | 4=sec permanent         |
| 1=ele provisional   | 5=life certificate      |
| 2=ele permanent     | 6=temporary permit      |
| 3=sec provisional   | 9=certification pending |

9. Contract Code--This is your status under the Teacher Tenure Act and as follows:

- a number one (1) means probationary first year
- a number two (2) means probationary second year
- a number three (3) means probationary third year
- a number four (4) means probationary but without regular teacher certification
- a number five (5) means non-teaching, non-clerical
- a number six (6) means regular tenure teacher ("Teacher" is defined as a member of the UTF bargaining unit)

10. BA-Majors/Minors--This is your State of Michigan certification code. To check for accuracy, look on your teaching certificate.

11. Race--a letter (A) means American Indian, a letter (B) means Black, a letter (O) means Oriental, a letter (S) means Spanish American, and a letter (W) means White.

12. Sex--M means male and F means female.

### Head Start Teacher Seniority

The provisions of Appendix S-1 shall apply to Head Start teachers, unless otherwise stated or qualified under the terms of Appendix S-1 or elsewhere in the master contract. The examples of seniority calculations which appear throughout Appendix S-1 were predicated on the basis of operating procedures within the K-12 program and may not have application to Head Start teachers.

- a. Head Start teachers shall not appear on the K-12 seniority register, but shall have a seniority date on the Head Start seniority register representing years of employment in the Head Start program and a second date representing seniority in the UTF bargaining unit. One day of seniority shall be granted for each day of teaching in the Head Start

program to a maximum of 185 days a year. Seniority in the UTF bargaining unit shall commence as of August 25, 1986.

A Head Start seniority register shall be published each year.

The seniority challenge procedures set forth in Article 16, Section K(6) shall apply to the Head Start seniority system.

- b. Appendix S-1, Explanation of Seniority Register: (Section 7 Certification; Section 8 Contract Code; Section 9 BA-Majors/Minors.)

## APPENDIX T

### Special Needs Committee

There shall be established a joint UTF Board Special Needs Committee as a standing sub-committee of the Joint Labor Management Committee. The committee membership shall be limited to eight (8) members. Four shall be UTF-appointed and four shall be Board-appointed. Fifty percent of each group shall be special education educators.

This JLM sub-committee shall be responsible for all issues formerly assigned to the Joint Educational Needs Committee and the Class size Monitoring and Resolution committee, as well as being the committee responsible for planning Human Relations Day pursuant to Article 7.

The Committee will meet on a monthly basis, or as needed, during the term of the contract. It is expected that the Educational Needs Committee will operate in a joint problem-solving manner and that specific recommendations regarding those matters hereinafter detailed may be made on an ongoing basis during the term of the contract. Recommendations regarding matters which are subject to collective bargaining must be approved by agents of the Board and the UTF prior to implementation.

Specifically, the Special Needs Committee shall:

1. Make recommendations concerning alternatives for children who do not qualify for special education services but who require additional support services to insure educational success;
2. Research problems and concerns and make recommendations concerning regular education and special education as they relate to one another;
3. Monitor and make recommendations for the ongoing inservice needs of regular education and special education teachers;
4. Study and make recommendations concerning the ratio of support staff to students and the delivery of services.
5. The Special Educational Needs Committee shall make recommendations concerning:
  - a. The Code of Student Conduct.
  - b. S/U grades for grades 1-3.
  - c. Inclusion.
  - d. Uniform grading scales.

Further, it is agreed that all buildings be provided with a manual of current District special education policies and procedures, and that substantive modifications of District special education policies and for procedures be sent to principals by the Department of Special Education on an ongoing basis throughout the year, with copies to all special education teachers and appropriate support staff.

For the purposes of this agreement, the following definitions apply:

Inclusive education is defined as follows: The provision of educational services for students with disabilities, in schools where peers without disabilities attend, in age-appropriate general education programs under the direct supervision of general education teachers with special education support and assistance as determined appropriate through the Individualized Education Planning Team (IEPT).

IEPT: Individualized Educational Planning Team is a special committee formed to determine the needs of the child at the building level.

Appendix T does not apply to adult education teachers or Head Start teachers.

## **APPENDIX U**

### **Middle School Team Leader Positions**

The Board of Education of the City of Flint and the United Teachers of Flint, Inc., hereby agree to the following terms and conditions with respect to the position of team leader.

1. The team leader position is an extra-curricular position with pay as set forth in Appendix C-1.
2. It is understood that the position of team leader is in the teacher bargaining unit and employees occupying such positions will not be involved in the evaluation or discipline of teacher bargaining unit members.
3. Teachers on each Middle School Team will select their proposed team leader by majority vote. The Principal will appoint the proposed team leader unless they can demonstrate good cause for a different team leader. Except in circumstances where team assignments are changed, Team Leaders will serve for the duration of the contract.

## APPENDIX V

### Leaves of Absence

This Appendix Agreement is entered into between the Board of Education of the City of Flint and the United Teachers of Flint, Inc., in an attempt to provide a joint official interpretation and clarification of some of the provisions of Articles 10, 16, 17, 18, 19, 20, Appendices M and N, and the interrelationships thereof.

#### *Length of Leaves*

Questions have arisen as to how to properly interpret subsections number one (1) and number two (2) of Sections A, F, and H of Article 18. In other words, what are the options available to a teacher relative to length of leaves under Sections A, F, and H.

The language should be interpreted so that these are the options available:

- (1) The teacher may elect to take the leave provided in Sections A, F, or H for the remainder of a school year and shall return at the beginning of the next year.

It is understood, however, that at the end of that school year, the teacher may, upon proper notice to the Office of Human Resources/Labor Relations, elect to take a leave for another complete year. At the end of that complete year's leave, the teacher shall return or may, upon proper notice to the Office of Human Resources/Labor Relations, elect to take a leave for a subsequent complete year.

For example, if a teacher went out on leave March 1, 1993, his/her leave would be for the remainder of the 1992-93 school year. For the following year, the teacher shall return or, upon proper notice to the Office of Human Resources/Labor Relations, have his/her leave renewed for another complete year (1993-94 school year). At the end of the 1993-94 school year, the teacher shall return to active employment or again, upon proper notice to the Office of Human Resources/Labor Relations, have his/her leave renewed for another year (1994-95 school year). At the end of the 1994-95 school year, the teacher shall return to active employment or resign his/her position.

To put it simply, a teacher must take a leave for the remainder of the year but can, upon proper notice to the Office of Human Resources/Labor Relations, renew the leave for up to two years, on a one-year-at-a-time basis. This assumes, of course, a valid basis for the leave (such as a bona fide illness or disability).

- (2) The teacher may elect another option which is to begin the leave at the start of a year for the entire school year. Upon expiration of the school year, the teacher shall return or elect to renew the leave, upon proper notice to the Office of Human Resources/Labor Relations, for another complete school year at the end of the first year's leave. At the end of the second school year, the teacher shall return to active employment or resign his/her position. Return rights from leave of absence in the instance of an Extended Illness are governed by Article 18(K)(3), (4), (5) and Article 16 (G) and (1) of the Master Teacher Contract.

Additionally, it is agreed that number four (4) Section L, Article 18 shall be interpreted as follows:

- (1) Teachers on Extended Illness Leaves shall notify the Office of Human Resources/Labor Relations in writing of intent to renew their leave as soon as possible but no later than August 1.
- (2) Teachers on all other leaves, whether for "at least a semester" or less than a semester, shall notify the Office of Human Resources/Labor Relations in writing of intent to renew their leave as soon as possible but no later than June 1.

Failure of a teacher to provide proper notice to the Office of Human Resources/Labor Relations of his/her intent to renew a leave under the procedures of the Master Teacher Contract, as clarified by this Appendix, shall serve as notice of the teacher's intent to return to active employment and the teacher shall return to active employment subject to the procedures of the Master Teacher Contract.

#### *Leave of Absence Form*

Pursuant to our understanding of the language and options in Article 18(A), (F) and (H), the Request for Leave of Absence Form would have the following options with respect to Extended Illness, Parental or Adoptive, and Detached Service Leaves:

#### Extended Illness:

- a. ( ) remainder of this year.
- b. ( ) entire school year of \_\_\_\_\_.

#### Parental or Adoptive:

- a. ( ) remainder of this year.
- b. ( ) entire school year of \_\_\_\_\_.

Detached Service:

- a. ( ) remainder of this year.
- b. ( ) entire school year of \_\_\_\_\_.

ARTICLE 18--Section A, Extended Illness

A series of questions have arisen as to when a teacher must request a leave and complete a leave of absence form pursuant to section A of Article 18.

Teachers must complete an Extended Illness Leave Form any time they have:

(1) Exhausted their available sick days (personal and/or Sick Bank days as applicable) for part or all of the first 45 working days of illness or disability.

or

(2) Passed the date they would have commenced said leave had the affected employee's accumulated sick days been exhausted on a full-day basis (See Appendix N(2)), whichever is later.

In other words, teachers do not have to complete an Extended Illness Leave Form while they are using their accumulated sick days or are participating in the Sick Bank or for the number of school days beyond the first 45 working days that equals the number of accumulated sick days they have remaining beyond the 45-day period.

Additional Understanding and Clarifications:

1. A teacher need not apply for an Extended Illness Leave while using sick days (personal or Sick Bank). As the teacher is absent on a day-to-day or week-to-week basis for illness or disability and using personal sick days and/or Sick Bank days, the teacher does not need to complete a leave form nor take a leave of absence. The teacher simply follows the appropriate illness call-in procedure, turns in the appropriate medical statement (Article 17, Section E), and sees that the Sick Bank forms are completed as needed for Sick Bank coverage.
2. A teacher that goes on LTD (long-term disability) insurance (after 45 working days) and that still has return rights under Article 17, Section N resultant from seniority shall be placed on an Extended Illness Leave.
3. A teacher placed on Extended Illness Leave and who retains return rights pursuant to Article 17, Section N shall be returned to active employment under the terms of said provision, notwithstanding the language of Article 18(A) of the Master Teacher Contract.

4. Pursuant to Appendix S, seniority does accumulate while teachers are using personal sick days and/or Sick Bank days. Once a teacher is placed on Extended Illness Leave, notwithstanding that the teacher may retain return rights under Article 17, Section N resultant from seniority, seniority ceases to accumulate; except that a teacher who becomes eligible for LTD but continues to have accumulated sick days in accord with Appendix N, No. 2 will continue to accrue seniority for the period of the teacher's accumulated sick days.
5. With respect to the matter of fringe benefit coverage during illness or disability, Section N of Article 17 provides that full insurance protection (Article 17) and accrual of sick days continues during the time the teacher is covered by personal sick days and/or Sick Bank days. Similarly, retirement benefit credit (Article 19, Sections A and C) for purposes of counting years of service continues to accrue while a teacher is covered by personal sick days and/or Sick Bank days.

Once a teacher is no longer covered by personal sick days and/or the Sick Bank, fringe benefits (exceptions noted below), accrual of personal sick days and credit for years of service for retirement cease to continue.

The exceptions are as follows:

- a. Under Appendix N, No. 2, full insurance protection continues in effect when a teacher is on LTD through the period that normally would have been covered by the employee's accumulated sick leave had such sick days been utilized on a full-day basis during the period of disability. For example, if a teacher had 90 sick days at the beginning of his/her illness/disability, his/her full insurance protection would continue for the time the 90 sick days would cover, as if all the days could be used and there was no LTD at 45 days, or about four to five months (90 work days).
- b. Medical insurance continues during the time the teacher is on Extended Illness Leave. (See Article 20, Section G).
- c. As a result of benefits contained in life and LTD insurance policies, said policies continue while the teacher is on LTD at no expense to the teacher.

The coverage provided in the Board's group term life and long-term disability policies will continue, as provided in the insurance policies and not in conflict with the Master Teacher Contract, while the teacher is on LTD and/or remains totally disabled at no cost to the teacher.

6. Another question relates to salary step advancement credit while ill or disabled. Salary step advancement credit is as set forth in Article 10, Section J, which essentially requires that a teacher teach 50% plus one work day in a school year

to receive credit for salary step advancement. Days covered by personal sick days and/or Sick Bank days are counted as part of for each day a teacher remains the work days. In other words, the teacher receives salary step advancement credit under Section J of Article 10 on District payroll. A teacher does not receive credit for salary step advancement due to the provisions of Article 17(N).

7. It is agreed that if a teacher has signed up for paying UTF dues or representation fees through payroll deduction, the District will continue the payroll deduction while the teacher is using sick days and/or Sick Bank days. In other words, as long as the employee remains on payroll, dues/fees will continue to be deducted from the paycheck for the UTF. Moreover, all payroll deductions authorized by the teacher will continue while the teacher is being compensated under personal sick days and/or Sick Bank days. As with union dues or fees, as long as the employee remains on payroll, authorized deductions will continue. Examples would be credit union or United Way deductions.

Appendix V does not apply to adult education teachers or Head Start teachers.

## **APPENDIX W**

### **Equal Opportunity for Students**

The United Teachers of Flint and the Flint Board of Education commit themselves to mutually explore means of providing equal opportunity to every student to a common standards-driven curriculum. Recognizing that several students move from building to building during the school year, the parties agree that they will provide guidance to the teachers of the Flint school district on the sequencing and introduction of the strands of the adopted standards.

The Flint Board of Education and the United Teachers of Flint further commit themselves to the establishment and implementation of a working Shared Decision-Making Model which shall be used to collaboratively discuss and reach consensus on general building level decisions (e.g. consumables, building supply budgets).

## APPENDIX Y

### Middle School Job Descriptions

#### TEAM LEADERS

##### Qualifications:

Minimum of three years of successful teaching.

Demonstrated leadership ability.

Strong human relations skills.

Demonstrated interest in the middle school philosophy.

Reports To: Building principal or his/her designee.

Terms of Employment: Teacher basic salary plus Appendix C pay.

##### Performance Responsibilities:

1. Acts as the primary communication link between the team and the building administrator and counselors.
2. Coordinates appointments with parents, with students, with both parents and students, and with non-team teachers.
3. Schedules team meetings.
4. Acts as chairperson for all team meetings.
5. Is responsible for the keeping of accurate minutes and other records of team meetings, and reports same to the principal or his/her designee.
6. Coordinates the development of long-range team programs, goals, and objectives.
7. Distributes supplies to the team and prepares annual inventory of all equipment and materials for the team.
8. Makes recommendations regarding the budget and use of financial resources (e.g., supply requisitions) on behalf of the team.

#### MIDDLE SCHOOL TEAM RESPONSIBILITIES

The middle school team shall include among its responsibilities:

1. Designs a workable team schedule for approval by the principal.
2. Recommends to the principal variations (if any) in the use of team time.
3. Plans special team projects and/or activities, upon the approval of the principal.
4. Seeks solutions to student learning and/or behavioral problems through team discussion and action.
5. Makes use of resource personnel available to the team.
6. Schedules appropriate conferences with students and parents.
7. Redesigns student schedules as appropriate and with the approval of the principal.
8. Discusses on a regular basis all aspects of student progress with parents of those students assigned to the team.
9. Develops and implements a communication network between the home and the school which reinforces positive student work and/or behavior.
10. Utilizes team time periodically to meet with parents as a total educational team. This activity shall not replace individual teacher-parent conferences when requested by the parent.

#### MIDDLE SCHOOL COUNSELORS

Counselors will meet regularly with their assigned team and shall offer the following services to the teacher team:

1. Individual counseling upon referral by the team.
2. Small group counseling, as appropriate.
3. Feedback to the team about individual students.
4. Coordinate and help plan advisor/advisee period activities with the team.
5. Inservice of team members on advisor/advisee activities.
6. Liaison between team and special services, community resources and feeder schools.

7. Assistance with standardized group testing and test interpretation.
8. Preparation of data processing scheduling forms.

#### MIDDLE SCHOOL NON-TEAM TEACHER RESPONSIBILITIES

1. Attends and participates in some team meetings, on a rotating basis.
2. Communicates with individual team members on the progress of students and seeks solutions to learning and/or behavioral problems of students assigned to both the team and non-team teachers.
3. Interacts with team teachers in setting up interdisciplinary programs.
4. Works with advisor/advisee programs where appropriate to the building program.
5. Meets with parents, students, and parents and students together to discuss progress, goals, and problems.
6. Makes use of available resource personnel.
7. Develops and implements, in conjunction with the team, a communication network between the home and the school which reinforces positive student work and/or behavior. This activity shall not replace individual teacher-parent conferences when requested by the parent.
8. Develops new units or approaches to implement the Middle School "Goals and Objectives."

Appendix Y does not apply to adult education teachers or Head Start teachers.

## **APPENDIX Z**

### ***Adult Education Teachers***

Adult education teachers were accreted to the UTF bargaining unit on December 17, 1985, pursuant to authority vested in the Michigan Employment Relations Commission, Case No. R85 F-166. (See Article 1(A)) The Michigan Employment Relations Commission made the following certification of representation relative to Mott adult education teachers:

FULL OR PART-TIME EMPLOYEES TEACHING MOTT ADULT HIGH SCHOOL CONTINUING EDUCATION CREDIT COURSES, INCLUDING COUNSELORS, but excluding all other employees, including full-time employees assigned to administrative or supervisory positions who are assigned to not more than seven (7) hours of teaching per week, and teachers covered by the current collective bargaining agreement between the United Teachers of Flint, Inc., and the Board of Education of the City of Flint, and who, as any part of their assignment under the contract, teach in the above noted adult education programs.

To be accreted to the existing teacher bargaining unit currently represented by the United Teachers of Flint, Inc., MEA/NEA.

In March of 1986, the Board and UTF began bargaining on contract provisions to cover adult education teachers. These amendments to the Master Teacher Contract were ratified and incorporated into the Contract on March 4, 1987.

The Master Teacher Contract between the Board of Education of the City of Flint and the United Teachers of Flint, Inc., shall have no impact on adult education teachers or the operation of the adult education program prior to the ratification date of any and all amendments to the 1985-88 Master Teacher Contract pertaining to adult education teachers except as specifically indicated in these amendments.

## APPENDIX Z-1

### *Head Start Teachers*

Head Start teachers were accreted to the UTF bargaining unit on June 4, 1986, pursuant to authority vested in the Michigan Employment Relations Commission, Case No. R86 C-125. (See Article 1(A)) The Michigan Employment Relations Commission made the following certification of representation relative to Head Start teachers.

All regular full or part-time Head Start teachers employed by the Flint Community Schools. Excluding all other employees.

In June 1987, the Board and UTF began bargaining on contract provisions to cover Head Start teachers. These amendments to the Master Teacher Contract were ratified and incorporated into the Contract on October 21, 1987.

The Master Teacher Contract between the Board of Education of the City of Flint and the United Teachers of Flint, Inc. shall have no impact on Head Start teachers prior to the ratification date of any and all amendments to this Master Teacher Contract pertaining to Head Start teachers except as specifically indicated in these amendments.

## **APPENDIX Z-2**

### **Guest Teachers**

Guest teachers were accreted to the UTF bargaining unit on June 14, 1988, pursuant to authority vested in the Michigan Employment Relations Commission, Case No. R86 L-372. (See Article 1(A)) The Michigan Employment Relations Commission made the following certification of representation relative to guest teachers:

All guest teachers employed by the Flint Board of Education on the employer's guest teacher list during the payroll period immediately preceding the direction of election who were employed for at least 30 days during the previous school year.

On September 7, 1989, the Board and UTF began bargaining on contract provisions to cover adult guest teachers. These amendments to the Master Teacher Contract were ratified and incorporated into the Contract on June 20, 1990.

The Master Teacher Contract between the Board of Education of the City of Flint and the United Teachers of Flint, Inc., shall have no impact on guest teachers prior to the ratification date of any and all amendments to this Master Teacher Contract pertaining to guest teachers except as specifically indicated in these amendments.

## APPENDIX AA

### ***Special Projects--Adult Education Program***

The Board and the UTF agree that the Board of Education may, during the term of the contract, enter into an agreement(s) with a corporation, company, or group, requiring the development and operation of such specifically funded projects as Buick City, or similar projects, which have as their primary emphasis the providing of employee training.

Such employee training projects can be distinguished from the customary educational services provided in the adult education program on the basis of the following:

1. Contract training projects involve a written agreement between the District and a client to provide specified educational services to a target audience within a specified time frame. The nature and specifications of the training to be provided are subject to approval by the client contracting for the services.
2. Contract training involves the delivering of educational services to a specific group of individuals who function as a third party in the project (the District and the corporate, company, or group client being the first two parties). District administrators customarily negotiate with representatives of the client (e.g., corporate trainers, attorneys, and/or personnel officers) to provide educational services to the third party, often a group of that client's employees.
3. The contracting client determines which individuals will receive the educational service, together with any and all special terms and conditions which may be attendant to the individual being eligible for the educational service to be rendered by the District.
4. The District, as a condition of its contract with the contracting client, must often provide certain service warranties, including: a specified level of course completion and attendance by eligible individuals; documentation of adherence to agreed program content; and assurances regarding a certain level of skill proficiency by eligible individuals upon completion of the project.

The Board and the UTF agree that while such special projects do not constitute normal bargaining unit work, adult education teachers will, to the extent feasible, be selected to staff such positions. The adult education teachers selected for project positions shall be determined by the Board upon consideration of project needs. The Board shall not be arbitrary or capricious in its selection of staff.

The rate of pay and other terms and conditions of employment or assignment within such special projects shall be as determined between the District and the client as set forth in the contract between the parties.

Service time in such special projects shall have application to seniority accrual but shall have no application to full-time, half-time, or less than half-time employment status and the benefits derived therefrom, and shall have no application to the determination of appropriate pay for regular adult education classes.

The Board shall post notices of positions available in special projects on a conspicuous bulletin board in the major MAHS centers. A copy shall be sent to the UTF office and UTF Mott Adult High School area director.

The Board will inform the UTF when it is formally developing a special project(s) and immediately when it is awarded a special project(s). The Board will furnish the UTF with information necessary to evaluate the special project(s) and the financing thereof.

Adult education teachers are under no obligation to teach in special projects and shall not be penalized for declining to teach in such projects. An offer of a position in a special project shall not be considered a reinstatement or recall under Article 16. The provisions of Article 16, except for the accumulation of seniority, shall not apply to teachers teaching in special projects.

The Board will not contract for special projects in such a way so as to receive funds for adult education teacher salaries and then pay a lesser amount to adult education teachers.

The purpose of special projects is not to displace or curtail regular adult education programs or teachers.

APPENDIX AC-1

Assignment Preference Form

DATE \_\_\_\_\_, \_\_\_\_\_

PLEASE CORRECT PERSONAL INFORMATION BELOW

S.S. #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_, \_\_\_\_\_

Phone Nos:

Home (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

THIS IS YOUR CURRENT SCHEDULE:

COURSE NUMBER/NAME      DAY      TIME      BLDG.      ROOM

1. \_\_\_\_\_ I will not be available for the fall/winter semester of \_\_\_\_\_ - \_\_\_\_\_ year.

2. \_\_\_\_\_ I will be available for the fall/winter semester of \_\_\_\_\_ - \_\_\_\_\_ year.

\_\_\_\_\_ A. I would like to continue my current schedule.

\_\_\_\_\_ B. I would like to make the following changes:

\_\_\_\_\_ Different class      \_\_\_\_\_ Different location

\_\_\_\_\_ Different time    \_\_\_\_\_ Different day

Please explain your requested changes:

3. I am interested in teaching additional classes during the time period(s) checked below:

Morning 9:00 a.m.      Afternoon 1:00 p.m.      Evening 6:00 p.m.

4. I want to be considered for any additional classes that appear on the revised editions of the class schedule master.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE DIRECTOR.

SIGNATURE \_\_\_\_\_ DATE

**APPENDIX AC-2**

**Assignment Letter**

Dear:

This is your official assignment for classes with Mott Adult High School during the \_\_\_\_\_  
\_\_\_\_\_ listed below:

<u>Course Number/Name</u>	<u>Day</u>	<u>Time</u>	<u>Bldg.</u>	<u>Room</u>
---------------------------	------------	-------------	--------------	-------------

We will make necessary class cancellations prior to the beginning of the semester. If schedule changes are necessary, you will be contacted promptly by your coordinator to discuss the available options.

If for any reason you will be unable to keep the assignment, please contact the appropriate person immediately: MAHS Director at 760-7723.

Sincerely,

MAHS Director

Please sign and return original copy. Keep the carbon copy for your records.

Signature \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Phone: Home (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

**Appendix AE**

FLINT COMMUNITY SCHOOLS  
 Office of Human Resources/Legal Affairs  
 923 E. Kearsley Street, Flint, MI 48503-1974  
 Phone: (810) 760-1218, Fax: (810) 760-6834

Date \_\_\_\_\_  
 School \_\_\_\_\_  
 School Telephone # \_\_\_\_\_

SALARY ADJUSTMENT CLAIM. This is to certify that on the above date I filed the following credits with the office of Human Resources/Legal Affairs of the Flint Community Schools.

Course	No.	Term Hours	Sem. Hours	Grade	College	Date Completed

The present basis of training on which my salary is computed is:

_____ Less than Bachelor's	_____ Master's
_____ Bachelor's	_____ Master's + 15 Sem. Hrs.
_____ Bachelor's + 15 Sem. Hrs.	_____ Master's + 30 Sem. Hrs.

The basis of training on which my new salary should be computed will be:

_____ Bachelor's	_____ Master's + 15 Sem. Hrs.
_____ Bachelor's + 15 Sem. Hrs.	_____ Master's + 30 Sem. Hrs.
_____ Master's	_____ Doctorate

The transcripts submitted herewith \_\_\_ or requested from the granting institution \_\_\_ indicate sufficient credit to entitle me to an adjustment in my salary.

All adjustments in salary shall be made in accordance with the Master Teacher Contract.

PRINT FULL NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_

-----  
 TO BE COMPLETED BY THE OFFICE OF HUMAN RESOURCES

FROM: Training \_\_\_\_\_  
 Experience \_\_\_\_\_  
 Annual Salary \_\_\_\_\_  
 Effective \_\_\_\_\_

TO: Training \_\_\_\_\_  
 Experience \_\_\_\_\_  
 Annual Salary \_\_\_\_\_  
 College \_\_\_\_\_

Signed \_\_\_\_\_  
 Specialist

Signed \_\_\_\_\_  
 Executive Director

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