

# **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, 2018**

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MOU (Arbitration Panel)

MOU (Joint Finance Advisory Committee)

First Amended MOU (Joint Finance Advisory Committee)

MOU (Operational Expenditure Reductions)

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

**PREAMBLE**

This Agreement is entered into between the School District of the City of Flint ("District" or "Board") and the United Teachers of Flint, Inc. ("UTF"), affiliated with the Michigan Education Association and the National Education Association, and shall be effective May 21, 2014 and remain effective until midnight on August 31, 2018.

The parties to this Agreement express their mutual belief that a quality public education is a fundamental right of every child in the community.

The District and the UTF recognize that the success of the District, its employees, and its students depends on there being joint objectives and a collaborative relationship between the parties. Therefore, the parties enter into this Agreement committed to maintaining and strengthening their collaborative partnership based on mutual respect and trust that will continue beyond the tenure of those currently in leadership positions. We commit to resolve all matters between the District and the UTF at the building or lowest level possible in the best interests of both parties in order to create bilateral compliance and achieve academic and financial growth for the District. To that end, the District and the UTF encourage respectful and cooperative relations among their respective representatives.

**ARTICLE 1  
Recognition**

A. The Board hereby recognizes the UTF as the exclusive bargaining representative for regular certified teachers, GSRP teachers, counselors, librarians, social workers, occupational specialists, speech therapists, physical therapists, orientation and mobility specialists, and school psychologists of the Board; and excluding all other employees, including administrators or supervisory personnel.

B. 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 an 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 Agreement, 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.

3. 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.

4. 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 define 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.

## **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. 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 (excluding grievance meetings or negotiations). The UTF shall notify the District, in writing, of the names of the elected officers and committee chairpersons. 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 substitute teachers. 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.

The Board agrees that one teacher designated by the United Teachers of Flint will be assigned to perform the duties of District-Level Teacher Professional Learning Coordinator and, upon request, be granted leave time to perform UTF duties and responsibilities, not to exceed sixty percent (60%) of annual work time. A request for UTF leave time shall not be unreasonably denied. The cost of pay and fringe benefits for such teacher's UTF leave time, up to sixty percent (60%) shall be reimbursed to the Board by the UTF each school year.

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. These rights shall include, but not be limited to, 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; and
- F. To initiate and carry out the means of obtaining financial support for the school District.

**ARTICLE 4**  
**UTF Membership**

- A. Any teacher employed by the Board may make application for membership in the UTF (which shall include membership in the MEA and NEA) according to MEA membership and Legal Representation policies. Membership is not an employment requirement.
- B. The Board of Education shall furnish the UTF, via e-mail to the President and Membership Secretary, the name, address, and building placement of any newly hired teacher whose position is included in the bargaining unit within two (2) weeks from the date of employment, and, on a monthly basis, a list of teachers who have retired, resigned, been reassigned, or terminated during that month. The Office of Human Resources/Legal Affairs shall provide each newly hired teacher a copy of the Master Teacher Contract.

**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 curriculum requirements. 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, 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.

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, and community organizations, such as the Charles Stewart Mott Foundation, FACT (Families and Congregations Together), Flint Genesee Chamber of Commerce, Concerned Pastors for Social Action, and the NEA Foundation, etc., are desired and will be given consideration by the Board.

## **ARTICLE 7**

### **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. The parties agree that the negotiations referenced in paragraph A shall occur during non-school and non-paid work hours. When it is mutually agreed by the parties that a negotiation session 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 may 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 8**  
**Compensation and Expenses**

A. Salary Schedule

1. The table below sets forth the salaries of K-12 teachers for each school year during the term of this Agreement.

Year	Step	Level				
		1	2	3	4	5
		BA	BA+18	BA+36 / MA	MA+25	Doctorate
1	1	\$ 32,065	\$ 33,662	\$ 35,339	\$ 38,947	\$ 39,247
2	-	\$ 32,065	\$ 33,662	\$ 35,339	\$ 38,947	\$ 39,247
3	2	\$ 35,339	\$ 37,099	\$ 38,947	\$ 42,924	\$ 43,224
4	-	\$ 35,339	\$ 37,099	\$ 38,947	\$ 42,924	\$ 43,224
5	3	\$ 38,947	\$ 40,887	\$ 42,924	\$ 47,306	\$ 47,606
6	-	\$ 38,947	\$ 40,887	\$ 42,924	\$ 47,306	\$ 47,606
7	4	\$ 42,924	\$ 45,062	\$ 47,306	\$ 52,137	\$ 52,437
8	-	\$ 42,924	\$ 45,062	\$ 47,306	\$ 52,137	\$ 52,437
9	5	\$ 47,306	\$ 49,663	\$ 52,137	\$ 57,459	\$ 57,759
10	-	\$ 47,306	\$ 49,663	\$ 52,137	\$ 57,459	\$ 57,759
11	6	\$ 52,137	\$ 54,732	\$ 57,459	\$ 63,326	\$ 63,626
12	-	-	-	\$ 57,459	\$ 63,326	\$ 63,626
13	7	-	-	\$ 60,322	\$ 66,480	\$ 66,780

\*Doctorate = MA 25 + \$300

\*\*Grandfather'd concept

Use the current SB-CEU language but equated to SCECHs

- a. The District will allow credit for:
  - i. Experience in school systems outside the School District of the City of Flint;

- ii. Military experience; and
  - iii. Other 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. The District will be allowed to place teachers on the salary schedule based on such credit, but not above the third step.
  - c. Teachers shall be placed on the salary schedule at a step that equals their current salary amount. If a teacher's salary exceeds the amount of the salary step on the schedule, the teacher's salary shall not be reduced and shall be frozen until the rate on the scale exceeds the teacher's rate. A teacher shall remain at a salary step for two (2) school years, as outlined in this Agreement. If the teacher is evaluated as at least minimally effective during the prior school year, the teacher shall be moved to the next step on the salary schedule.
  - d. School Social Workers holding a MSW degree will be placed on the MA salary column, and upon providing a certificate showing completion of 25 graduate hours beyond the MSW degree, they will be placed on the MA+25 column.
  - e. Service Increment. For teachers employed prior to September 1, 2014, 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.
  - f. Recruitment and Retention of Teachers Incentives. In collaboration with the UTF, the District will be allowed to pay grant-funded recruitment and retention incentives to teachers in high need positions. The amounts of the payments, and names of the teachers who will be receiving the incentive payments, will be provided to the UTF.

2. The District may make off schedule compensation and benefit changes each year of the Agreement pursuant to the terms of the Memorandum of Understanding (Joint Finance Advisory Committee) between the parties (Section D 4).

B. Salary Differentials. The section below 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 below, and are subject to change or termination at any time such funds are not available for this purpose.

1. Secondary School Differentials

a. Band and Orchestra	\$2,801 per school
b. Vocal	\$1,685 per school
c. Publication (Yearbook and Newspaper)	\$1,685 per school
d. Debate	\$1,685 per school
e. Chairperson of Major Fine Arts Productions	\$1,121 per production
not to exceed	\$4,484 per school year

Professional Learning Community (PLC) Chairpersons: The differential for middle school and high school PLC chairpersons, appointed by the District, shall be \$32.74 per class section assigned to the department with a maximum per PLC chairperson of \$1,476.00.

2. Miscellaneous Differentials

a. Academic Coaches (subject to grant funding)	\$1,394
b. Instructional Specialists (subject to grant funding)	\$1,394
c. Mentors (subject to grant funding)	\$ 250 per semester
d. School Improvement (SI) Coordinator and Professional Learning (PL) Coordinator	
(staff of 0 - 30 persons)	\$1,367
(staff of 31 - 59 persons)	\$1,679
(staff of 59+ persons)	\$1,991
e. Content Chairperson – Elementary (four content areas only)	\$1,394
f. Team Leaders--Middle School (four members or more)	\$1,394
g. Team Leaders--Middle School (three members)	\$1,044
h. Team Leaders--Middle School (two members)	\$ 696
i. Middle School Liaison Teachers (per meeting)	\$ 25.56
j. Teacher-Facilitator, Pre-Engineering Project	\$1,704
k. Quiz Bowl Sponsor	\$1,685
l. Special Olympics Coordinator	\$1,685
m. National Honor Society	\$1,653
n. Robotics Advisor/Coach	\$1,653
o. Science Olympiad	\$1,653
p. DECA Advisor	\$1,653
q. Student Council Advisor	\$1,653
r. 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
s. IB Coordinator(s) (DP, MYP, CAS, EE)	\$1,394
t. Athletic Director	\$4,264
u. Assistant Athletic Director	\$2,653
v. Equipment Manager	\$2,096

Assignments under this section 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 Salary Contract is entered into between the employee and the Board.

3. Paid Professional Development

Required Summer/Weekend/After Hours Professional Development (subject to grant funding)	\$30.00 per hour
Voluntary Professional Development (subject to grant funding)	\$30.00 per hour

4. Attendance Incentive

a. Teachers who do not utilize any sick and emergency leave days during the first semester shall receive an attendance award of \$200.00.

b. Teachers who do not utilize any sick and emergency leave days during the second semester shall receive an attendance award of \$200.00.

c. Teachers who do not utilize any sick and emergency leave days during the entire school year shall receive an attendance award of \$200.00 in addition to the attendance awards received during the school year.

5. Stipends

Nationally Board Certified	\$1,000
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One-half of the stipend shall be paid on the last pay date in the first semester. The remaining one-half of the stipend shall be paid on the last pay date in the second semester.

C. Supplemental 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 10, 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 substitute teacher during any full period, or when a counselor is asked and agrees to act as a substitute teacher, he/she shall be paid, in addition to his/her regular salary, at the rate of fifteen dollars (\$15) per hour.

2. No compensatory education teacher shall be required to substitute teach in the regular classroom, but they may be asked and may agree to substitute teach.

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. Teachers performing temporary or acting Principal responsibilities shall receive a stipend of \$30 per day in addition to their regular compensation.

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. 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 substitute 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.

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. Days covered by personal sick days or Sick Bank days are counted as work days under this Section H.

*Please see attached Operational Expenditure Reductions Memorandum of Understanding for possible modification to the provisions contained in this Article.*

**ARTICLE 9**  
**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 fifteen (15) years old.

2. Graduate credit earned before admission to graduate school.

3. Graduate courses in which the grade point average is 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. All salary adjustments as a result of additional training shall be effective at the beginning of the payroll period after a completed Salary Adjustment Form (Appendix K), 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 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 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.

3. If a teacher turns in paperwork outlining transcripts of classes taken for an educational salary adjustment, the Department of Human Resources will credit the teacher for those classes taken. If transcripts are provided to the Department of Human Resources after the April or November deadlines, the classes, if approved, will be credited for the next semester.

D. 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 SCECH credit hours, in reading and/or literacy. The requirements above shall apply to K-12 teachers.

E. Teachers employed by the Board shall satisfactorily complete requirements to maintain teacher certification(s) as established by the Michigan Department of Education.

F. Mentoring

1. The Mentor selection and procedures are contained in the Mentoring handbook.
2. The stipend for mentor teachers is contained in Article 8.
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 ten (10) SCECHs per semester.

Conversion SCECHs to Semester Hours	
10 Clock Hours	= 1 CEU
3 CEUs	= 1 Semester Hour
1 Clock Hour	= 1 SCECH
30 SCECHs	= 1 Semester Hour
90 SCECHs	= 1 Three Credit Semester Class

G. 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.

H. 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 June of each year, the parties will conduct a survey of bargaining unit members to guide the selections to be covered during the Professional Development meetings for the following school year. Each year the sessions will be related to the District goals, systemic reform, and issues arising out of adequate yearly progress.

**ARTICLE 10**  
**K-12 Teaching Days, Hours, and Calendars**

A. The contract year for K-12 teachers shall be as set out in Appendix A. The following terms and conditions apply to teacher calendars and work hours.

1. A partial instructional day closure will not be made up if the day counts as a day of instruction.

2. 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.

a. Full instructional day closures will be rescheduled on weekdays at the end of the school year.

b. 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.

3. 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.

4. 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.

5. Notice of makeup day(s) at the end of the school year shall be made as early as possible, but no later than May 1.

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. The Board shall make every effort to provide substitutes for absent lunch aides during the teacher's scheduled lunch period.

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 shall not be the primary agenda item of mandatory monthly staff meetings. Staff meeting professional development shall be limited to strategy demonstrations, school improvement issues, or reports on professional development by building staff. Should professional development be a part of the meeting it shall be limited to twenty (20)

minutes. Staff meeting professional development shall not cause a staff meeting to exceed the usual one hour time limit.

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 District will not charge reductions of, and teachers will not be allowed to take, paid sick, personal, or Union association days on any snow or other emergency days unless the teacher was on a paid leave of absence on the work day immediately preceding the snow or emergency day. The provisions for making up postponed days are covered in this article for K-12 teachers. In the case of an individual building closing, teachers will be notified where to report.

H. 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. 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. 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 building Principal to call emergency meetings.

## **ARTICLE 11** **K-12 Teaching Loads**

The parties recognize and agree that the following provisions are congruent with the staffing plan and the educational plan that this contract supports, and that such staffing and educational plans shall supersede any provision to the contrary.

### A. Middle School

1. 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.

2. 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.

3. Assignment to homeroom periods shall be assigned equitably among teachers. In lieu of a homeroom assignment, a teacher may be assigned to supervision of the corridors or other appropriate responsibility during the homeroom period.

### B. High School

1. 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.

2. Assignment to homeroom periods shall be assigned equitably among teachers. 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. Elementary School

1. 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.

2. Teachers will not be required to remain in their rooms when their students are receiving art, music or physical education instruction by a Fine Arts teacher.

D. Elementary Content Coordinator/Middle School Team Leader/Professional Learning Community Leader/Priority School Lead Teachers/Instructional Coaching Positions

1. The parties hereby agree to the following terms and conditions with respect to the positions titled above.

a. These positions are extra-curricular positions with pay as set forth in Article 8.

b. It is understood that these positions are in the teacher bargaining unit and employees occupying such positions will not be involved in the evaluation or discipline of teacher bargaining unit members.

c. Teachers on each 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, elected Leaders will serve for the duration of the school year.

2. Any issues related to the duties performed by teachers in these positions, and individuals assigned to those positions, shall be addressed by the Joint Finance Advisory Committee.

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., PD, parent conferences, parent visitations).

F. 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.

G. 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.

H. 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.

*Please see attached Operational Expenditure Reductions Memorandum of Understanding for possible modification to the provisions contained in this Article.*

## **ARTICLE 12**

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

A. The parties recognize and agree that the following provisions are congruent with the staffing plan and the educational plan that this contract supports, and that such staffing and educational plans shall supersede any provision to the contrary. 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 first State count day, 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 first State count day 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 first State count day 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 (25) 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.

5. Special Education Students Access to General Education Services: The issue of placement, counting, and the delivery of instructional services to mainstreamed students is an educational issue that will be addressed by the Individual Educational Planning (IEP) Team in accordance with the Individuals with Disabilities Education Improvement Act (IDEIA) and Michigan Administrative Rules for Special Education (MARSE).

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 \$9.00 per pupil to purchase teaching supplies. Each Middle and High School teacher shall receive \$225.00 each based on an average of 25 students per teacher (25 x \$9.00 = \$225.00). Teaching supplies for Title I teachers shall be supplied through the Title I budget.

2. The Board declares its intention to provide adequate supplies, textbooks and materials in a timely manner in accordance with any curriculum implementation. The Board will use its best efforts to coordinate curriculum changes with the ordering of supplies and materials. Issues related to the Board's compliance with this provision shall be addressed by the Joint Finance Advisory Committee.

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 Special Education Least Restrictive Environment (LRE) 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. An IEP team is established to facilitate the IEPT's of individual special education students. The IEP team 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; and

4. The plan should not have a negative effect on class size.

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 Board and UTF 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 11, Section E. 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 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 that provides a positive model for students and is consistent with Board Policy.

*Please see attached Operational Expenditure Reductions Memorandum of Understanding for possible modification to the provisions contained in this Article.*

### **ARTICLE 13** **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, sending electronically to the UTF President, and by posting on the GISD Consortium website, a copy of which shall be in the Office of Human Resources/Legal Affairs. 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 made available to all teachers. The decision of the Board as to the filling of such vacancies shall, however, be final.

### **ARTICLE 14** **Vacancies, Transfers, and Reduction in Staff**

A. Although the Board and UTF recognize that the frequent transfer of employees from one building to another is disruptive to the educational process, they also recognize that some transfers will be necessary.

B. As bargaining unit vacancies occur, the Office of Human Resources/Legal Affairs will provide an electronic list of all vacancies to the UTF President and will post such vacancies on the GISD consortium website until the vacancy is filled.

C. The District will provide assistance to bargaining unit members who are assigned to a new building or new room.

1. Employees assigned to a new building will receive assistance from the District to move books, equipment, and other appropriate materials 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, two (2) days of coverage of their teaching assignment, and such other assistance as is appropriate and necessary.
2. Employees who are assigned to a new room in the same building will be provided with boxes, custodial assistance, and one (1) day of coverage of their teaching assignment.

D. Whenever possible, a teacher selected for an involuntary change of assignment in a building may meet with the building Principal prior to the change of assignment.

E. Transfers, Vacancies, and Staff Reductions for employees not subject to the Michigan Teachers' Tenure Act, MCL 38.71 – 38.191 shall be conducted in accordance with the following:

1. Transfers

- a. Transfers and assignment changes shall be on a voluntary basis whenever possible, with in-building employees given preference. When a change of assignment within a building is necessary, the building Principal must first seek volunteers for the assignment change and may only involuntarily transfer an employee if there are no volunteers.
- b. Should an involuntary transfer be necessary, the selection of employee(s) to be transferred shall be determined on the basis of the following criteria:
  - (i) District overall needs;
  - (ii) Employee certification and qualification;
  - (iii) Extracurricular needs;
  - (iv) Uninterrupted seniority with Flint School District; and/or
  - (v) Other necessary and reasonable considerations determined by the Board, after consultation with the UTF.

2. Vacancies

- a. Whenever a position becomes vacant, the Board shall give first consideration to previously involuntarily transferred employees.
- b. If the Board determines that the needs of the District will not be met by filling the position in the manner described in paragraph a, above, the

Board shall then consider requests from employees not on layoff or leave.

- c. Vacancies not filled as explained in paragraphs a or b, above, shall be filled from among those employees who are on leave and ready to return to work.
- d. Vacancies not filled as explained in paragraphs a, b, and c, above, shall be filled from among those employees on layoff.

### 3. Staff Reductions

#### a. Layoff

(i) If layoffs are to occur, an electronic seniority list will be prepared by the Board and provided to the UTF President.

(ii) The Board shall determine the number and type of staff position(s) that will be reduced and notify the UTF of such determination.

(iii) The employee with the least District seniority in the affected position will be laid off.

(iv) If two (2) or more employees have the same seniority, the District will compare the randomly assigned employee identification numbers and place employees on the seniority list with the higher identification number equaling higher seniority.

#### b. Recall

(i) Employees shall be recalled for staff positions for which they are qualified in order of accrued District seniority, with the most senior employee recalled first.

(ii) No new employee may be hired for a position for which there is a qualified employee on layoff.

(iii) Each employee 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 employee at said address by certified mail, return receipt requested. If no such address is recorded, the letter shall be mailed to the employee at the last address recorded in the Office of Human Resources/Legal Affairs.

(iv) Within fifteen (15) days of the mailing of a letter of recall, if the letter of recall is postmarked on or before July 31, and within ten (10) days of the mailing of such letter, if the letter is postmarked on or after August 1, an employee shall notify the Office of Human

Resources/Legal Affairs in writing whether he/she will accept re-employment.

(v) Failure to respond to the letter of recall within the time required automatically terminates an employee's right of recall.

(vi) The right to recall shall expire two (2) years from the effective date of the layoff.

*Please see attached Operational Expenditure Reductions Memorandum of Understanding for possible modification to the provisions contained in this Article.*

## **ARTICLE 15** **Seniority**

A. 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.

B. Seniority does not accrue during leaves of absence as provided in Articles 16 and 18 except for Paid Personal Business Leave, Religious Observance, Jury Duty and Court Service, and Sabbatical Leave, wherein seniority does accrue. Seniority does accrue during short-term sick leave (personal sick days and sick bank days).

C. Seniority does not accrue for employment in any school district other than Flint nor for employment in Flint outside of the teacher bargaining unit.

D. 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.

Except where mandated by law, 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).

E. 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.

F. Seniority credit for military service shall accrue when a current or former teacher is called to active duty or enters the military, either voluntarily or on a draft basis, upon return to employment as a teacher, he/she will be credited with up to four (4) years of seniority. Service with the armed forces prior to employment with the Flint schools would not count toward seniority in Flint.

G. 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. Date of hire;
3. Years of uninterrupted service in the Flint School District;
4. Tenure and probationary status as of the printing of the seniority list;
5. Areas of Certification (and expiration dates); and
6. Major(s) and Minor(s).

#### **ARTICLE 16** **Sick and Emergency Leave**

A. 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;
3. All accumulated leaves shall automatically terminate on the date that a teacher's resignation, accepted by the Board, becomes effective.

D. All teachers other than first year 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 teacher notifies the Office of Human Resources/Legal Affairs 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.

F. 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 H). 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.

G. 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.

H. 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.

I. All payroll deductions authorized by the teacher will continue while the teacher is being compensated under personal sick days and/or sick bank days.

J. All sick days must be exhausted before utilizing LTD coverage.

K. 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 K (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 K (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 Paragraph K (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.

7. 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.

L. 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 teachers.

M. 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.

N. 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.

O. 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.

## **ARTICLE 17**

### **Sick Bank**

A. 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.

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.

#### B. Enrollment and Termination

1. To become eligible to enroll for Sick Bank usage a teacher must:
  - a. Be an actively employed and contributing member of the Sick Bank. A teacher may enroll in the Sick Bank by submitting the enrollment form during the open enrollment period month of September each school year, and donate the required number of their accrued sick and emergency days. A teacher shall remain enrolled in the Sick Bank until enrollment termination.
  - b. A teacher must work 1098 hours consecutively (a full school year) with the exception of new hires outlined below.

c. A newly hired teacher must work a minimum of 600 consecutive hours in their first year of employment. In their second year of employment, a new teacher may enroll in the Sick Bank by donating two (2) of their sick and emergency days during the open enrollment period.

d. Teachers that have previously been on a leave of absence and utilized the Sick Bank must work 1098 consecutive hours and have donated two (2) of their sick and emergency days to qualify for use of Sick Bank days.

2. Should a teacher choose to terminate enrollment in the Sick Bank she/he must:

a. Submit to the committee in writing, or email to the committee chair, her/his desire to terminate enrollment in the Sick Bank during the September enrollment period.

b. A teacher will remain in terminated status until such time that the teacher submits a completed enrollment form to the committee during a September enrollment period.

c. Meet all eligibility requirements (as listed above) before consideration and use of the Sick Bank will be granted.

3. An extension may be granted automatically for the same diagnosis up to the allowed number of days in the same qualifying period. No teacher shall be granted more days from the Sick Bank than shall be necessary to carry the teacher until she/he qualifies for long term disability insurance coverage.

4. Laid off/pink slipped teachers' enrollment in the Sick Bank remains in force until such time as the teacher chooses to utilize the above listed "termination" process.

5. A teacher who resigns or is terminated from the District will be automatically terminated from the Sick Bank. If a teacher returns to employment with the District, she/he will be considered a new hire and must follow the procedures above for joining the Sick Bank if the teacher wishes to join again.

C. 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.

## **ARTICLE 18**

### **Leaves of Absence**

A. Any teacher who otherwise qualifies for Family Medical Leave under the Family Medical Leave Act (FMLA) 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 may 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. FMLA

Teachers who have twelve (12) months of consecutive employment and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to commencement of the leave are eligible for FMLA, in accordance with federal regulations. FMLA leaves may be requested for one of the following reasons:

1. The birth and care of the teacher's newborn child;
2. The placement with the teacher of a child for adoption or foster care;
3. The care of an immediate family member (spouse, child, or parent) with a serious health condition;
4. The inability of the teacher to work because of a serious health condition; or
5. The care of an immediate family member (spouse, child, parent, or next of kin) who has incurred a serious injury or illness in the line of duty while on active duty in the Regular Armed Forces, National Guard, or Reserves.

Under some circumstances, teachers may take FMLA leave intermittently. If a teacher requests a leave of absence for any of the above reasons, the approved leave of absence will be applied toward FMLA entitlements.

Eligible teachers are entitled to up to twelve (12) or twenty-six (26) work weeks of unpaid leave, depending on the type of leave, during any twelve (12) month period for one (1) or more of the above reasons.

C. Extended Illness (Non-FMLA)

1. Any teacher whose personal illness or disability extends beyond the period compensated for, or for which a position is held pursuant to the FMLA, shall be granted a continuous extended illness leave of absence without pay, not to exceed two (2) school years (four [4] total semesters), upon request, and shall return to work immediately following expiration of the leave.

2. Unrequested leaves of absence for physical or mental illness and/or disability for teachers shall be governed by the Michigan Teacher Tenure Act, MCL 38.71 - 38.191

D. 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 payment.

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.

E. Parental Leave

1. Upon request, 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. Upon request, 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).

F. 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. 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.

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 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.

G. 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.

H. 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 involuntarily to active service during his/her contractual year, the Board of Education shall pay the teacher, for a period of up to two (2) weeks, the difference between his/her regular salary and the allowance received from the State of Michigan or other governmental authority for such service. 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.

I. Detached Service Leave

1. 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.

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

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).

J. 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 E.

2. Each year, up to one percent (1%) of eligible teachers, rounded to the nearest whole number, will be granted sabbatical leave. Half-year leaves will count as one-half (1/2) of a teacher for purposes of this calculation.

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 benefits 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. Teachers who are granted a 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 Human Resources 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. A teacher who has had his/her sabbatical leave approved, pursuant to the procedures of Appendix E, shall be returned to a teaching position pursuant to Board policy.

#### K. Study Leave

A teacher may submit a plan for up to 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 Human Resources and if approved the leave shall be granted. Experience credit will be granted upon presentation of evidence of successful completion of the plan as previously approved by Human Resources.

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 one percent (1%) of eligible teachers, rounded to the nearest whole number, for which experience increments are granted will be approved for study leave in any one academic year. 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.

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

1. Administrators (administrators, or others in a position requiring a teaching certificate as determined by the job description and/or State law or Department of Education regulation) may be returned to the teacher bargaining unit and assigned to a vacant position, if available.

2. UTF seniority will be frozen for those teachers who accept positions as Administrators for a period not to exceed ten years.

M. Miscellaneous

1. Leaves of absence under this Article, with the exception of the use of personal days, extended illness and parental leaves, shall be granted only after the completion of probationary service.

2. Teachers on leave of absence for detached service or sabbatical leave shall not receive years-of-service credit toward salary increments for the period of the leave unless as provided in Article 8.

3. Teachers may have a 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 a position held and shall have the right to return to a position in accord with the procedure set out below:

- a. For the period of the teacher's accumulated sick days for teachers with zero (0) through five (5) years seniority.
- b. 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.
- c. 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.
- d. 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.
- e. 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 thirty (30) accumulated sick days shall count as one (1) and one-half (1/2) in categories c. through e.

Seniority for purposes of this provision shall be defined as uninterrupted (non-terminated) years of employment (service) with Flint Community Schools.

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 the possible return to a position.

4. With the exception of teachers on a sabbatical leave of absence, additional time for an unpaid leave of absence may be requested by the teacher. The Board, at its discretion, or designee, may grant the request. The Board, or designee, shall fill this position with a highly-qualified teacher or certified substitute for the length of the requested additional leave.

5. A teacher may choose to terminate a requested leave by giving the District at least two weeks written notice of their intent to return with reason given.

6. After all approved leaves have expired, the teacher shall return to active employment pursuant to Board policy, or resign.

7. 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.

8. Failure of a teacher to provide proper notice to the Office of Human Resources/Legal Affairs of his/her intent to renew a leave under the procedures of the Master Teacher Contract, 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.

## **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 was employed prior to September 1, 2014.

2. Any teacher who retires at the end of the school year in which he/she attains age 60.

3. 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.

4. 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.

5. The following retirement benefit payment scale shall be effective as to eligible bargaining unit members electing to retire as employees of the District during the term of this Agreement:

	<b>NOTICE OF INTENT TO RETIRE DATES</b>				
	May 31	June 30	July 31	August 15	After August 15
<b>Retirement Benefit Percentage</b>	100%	70%	40%	10%	0%

**B. Terminal Pay for Unused Sick Days.**

1. Any teacher who was employed prior to September 1, 2014, and 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.

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 beneficiaries under the State retirement plan, or to the estate of that qualifying teacher.

*Please see attached Operational Expenditure Reductions Memorandum of Understanding for possible modification to the provisions contained in this Article.*

**ARTICLE 20**  
**Insurance Protection**

The District shall provide the following insurance protection benefits for employees. The plan year for such benefits will be July 1 through June 30 each school year.

A. Health Coverage. The District will provide health insurance benefits to regularly assigned full time teachers and their eligible dependents through Blue Cross Blue Shield of Michigan, Glidepath plan SB HSA 2000-0% (Rx 10/40/80), BCN Glidepath plan 500-20% (Rx 10/40/80), or BCN 0% 10 OV (Rx 15/25). Annually, during the term of this Agreement, the District will pay on behalf of each eligible employee who elects coverage the lesser of the amount of the annual premium or (1) \$5,692.56 for employees with single person coverage, \$11,904.48 for employees with two person coverage, or \$15,525.00 for employees with family coverage. 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 parties agree that, annually, they may select alternative health insurance coverage. The parties shall meet at least sixty (60) days prior to the open enrollment period to review health insurance plan options.

2. 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.

3. Cash-in-lieu. For bargaining unit members who are eligible for health coverage benefits, but who are covered by, or choose to be covered by a spouse's health plan, will receive a cash-in-lieu payment of \$2,000 per school year paid in two equal installments of \$1,000 paid on the last pay date in the first and second semesters.

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 ninety (90) working day elimination period; reimbursement of sixty percent (60%) of gross contractual salary, with a monthly cap of \$3,000; and benefit termination after five (5) years. The parties agree that the District will provide long-term disability insurance coverage through a plan offered by MESSA, with a comparable benefit level during the first year of the Agreement.

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

3. Dental Care Insurance. The District will provide, without cost, dental care insurance to regularly assigned full time teachers through the BCBS Custom Blue Dental Plan. Benefits under such plan shall be in accordance with the terms of the Group Plan Policy.

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 through MESSA VSP 2 to regularly assigned full time teachers. Benefits under such Plan shall be in accordance with the terms of the Group Plan Policy. 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 insurance. The District will pay one-half (1/2) of the premium amounts it would pay for the teacher and dependents if the teacher were a regular full-time teacher. 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.

D. In the event there is an increase in the cost of other insurance benefits, the parties shall meet and confer regarding insurance plan options. If there is no mutual understanding regarding other insurance plan options, the District reserves the right to select other insurance carriers to provide the coverages required by this Article, to preserve total plan costs; provided, the benefits are comparable, and there is no interruption in coverage for eligible employees.

E. 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.

F. All teachers, as an ongoing condition of continuing coverage, are obligated to comply with all terms of the insurance policies provided under this Article.

G. 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. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.

H. 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.

I. Teachers who are assaulted shall participate fully in all investigations and expulsion hearings.

## **ARTICLE 22**

### **Non-Teaching Staff Evaluation**

A. The evaluation of the work of all bargaining unit non-teaching staff (identified in Article 1 Recognition) is a responsibility of the administration. In order for each staff member to be aware of his/her strengths and weaknesses, a written evaluation will periodically be given. 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 B.

B. Staff members rated ineffective 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 staff members at the maximum step, they shall be retained at their current salary. The decision to restore the employee to his/her appropriate position on the schedule or to terminate 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 staff members 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 employees who were subject to a salary freeze in the previous year. The UTF will be provided with a finalized status report on those employees 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.

### **ARTICLE 23**

#### **Summer School, Drivers Education, and Other Summer Assignments**

Salaries for summer school teachers shall be calculated as follows:

A. Teachers selected for summer school, drivers education, or other summer program assignments requiring a teaching certificate shall be paid an hourly rate of thirty dollars (\$30.00). Teachers accepting a summer school or summer assignment agree to work the entire assignment.

B. Summer school teachers shall be entitled to one (1) summer school day 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 substitute teacher. The Board, however, will provide and maintain in the Office of Human Resources/Legal Affairs a list of summer school substitute teachers and, at a teacher's request, will secure a substitute teacher. The teacher will cooperate with the Office of Human Resources/Legal Affairs in making any arrangements necessary for the substitute 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 (and for driver education), where all credit classes taught during June, July, and August that require teacher certification shall be covered by this Article.

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, via electronic mail to the UTF President, a current list of all potential summer positions, 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 and highly qualified to teach the class and meet North Central Accreditation requirements at the high school level, if applicable. (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 Accreditation 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 will be sent to the UTF via electronic mail to the UTF President. 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, and the UTF via electronic mail to the UTF President, 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 shall be credited with the one (1) sick day 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.

**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 substitute 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.

The building Principal will model/support quality classroom management as one method to provide supportive professional development to the teacher.

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 and secondary 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 be systematic, uniform, and simple, and utilize electronic formats whenever possible.

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 covered under the Michigan Teacher Tenure Act shall be disciplined, including reprimand, suspension with or without pay, demotion, discharged, nor have a regular teacher contract not renewed for reasons that are arbitrary or capricious.

C. Teachers not covered by the Michigan Teacher Tenure Act shall not be disciplined, including reprimand, suspension with or without pay, demotion, discharged, nor have a regular teacher contract 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.

D. 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.

E. 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.

F. The Board may give such notices as are required or permitted by the Michigan Teacher Tenure Act prior to or during the pendency of any grievance.

G. "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 compliance with personnel policy as established from time to time, specifying the part of the Agreement or personnel policy which is claimed to be violated or not complied with, and the specifics of such violation or non-compliance.

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.

### 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 non-compliance with 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. If no written response is provided within the five (5) day timeframe, the grievance will be moved immediately to Level Two.

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, or if a written Level Two response is not timely provided, 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 four (4) arbitrators. The selection of an arbitrator will be as provided in the Memorandum of Understanding executed by the parties on March 28, 2014. 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 12(A) and Article 12(A) (6) (except for Article 12(A) (1) and (A) (2) per K-1 class size which shall be subject to arbitration) and Article 12(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.

**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 and educational plans, will upon completion be made available to all staff members (via electronic mail, the District shared drive, and the District website), 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 Curriculum and Instruction and the Executive Director of Curriculum and Instruction, 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/assessment. 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**

### **School Improvement / Professional Learning**

A. If school improvement is going to be achieved, it will be demonstrated and measured in terms of student achievement. If student achievement is to be increased, it will happen in the classroom in part as a result of professional learning (PL).

B. Each school may have a Professional Learning Coordinator (PL Coordinator) and a School Improvement Coordinator (SI Coordinator). The SI and PL Coordinators will be elected by a majority of the professional staff no later than the beginning of the school year. These Coordinators will be members of the school improvement team. The PL and SI Coordinators will, along with the 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 Article 9.

C. PL Coordinator Responsibilities and Duties. The PL Coordinator 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, improving teaching and learning, student

achievement, and building the infrastructure for continuous learning. 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 PL Coordinator include, but are not limited to:

1. Developing a professional learning 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 learning 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 learning ;

3. Attending up to two (2) Professional Learning Training and Planning sessions;

4. Communicating as needed with the Office of Curriculum and Instruction;

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 or serving on the building's site-based professional learning development committee and/or school improvement committee;

8. Planning all PL sessions, including any PL days before the school year;

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 learning form; and
- i. Compiling, summarizing, and submitting necessary documents.

10. Attending summer professional learning related to District initiatives;

11. Assisting in training his/her successor.

D. SI Coordinator Responsibilities and Duties. The SI Coordinator shall, along with the PL Coordinator and building Principal, provide leadership for building staff 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 SI Coordinator include, but are not limited to:

1. Chairing or serving on the building's site-based school improvement committee and/or professional learning 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. Coordinate the writing of the school improvement plan, the annual report, and other reports required by the state;
8. Participating in all accreditation processes and providing any needed assistance to building and/or central administration;
9. Attending summer professional learning related to District initiatives;
10. Assisting in training his/her successor.

E. Each building will be given the flexibility to determine, through shared decision making, its professional learning needs, in alignment with School Improvement Plans, the District Improvement Plan, and the FCS Educational Plan.

F. 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 29**

### **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 supersede 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 Learning 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 30** **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 School Improvement Coordinator, if applicable, (3) the building Professional Learning Coordinator, 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.

D. Copies of all completed, dated, and signed waivers will remain on file at both the UTF office and FCS Human Resources office.

**ARTICLE 31**  
**Miscellaneous Provisions**

A. The Board agrees to make every reasonable effort to provide qualified substitute 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.

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 available in the Office of Human Resources/Legal Affairs. Copies of the non-continuing (probationary) and continuing contracts for those employees not covered by the Tenure Act are also available in the Office of Human Resources/Legal Affairs.

D. Copies of this Agreement shall be made available electronically, and printed, at the expense of the Board, for those teachers who request it, 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 President, by electronic mail, or in the alternative, 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. 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.

M. 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.

## **ARTICLE 32**

### **Duration**

This Agreement becomes effective May 21, 2014, and shall remain effective until midnight on August 31, 2018. 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, 2018, this Agreement will be automatically extended unless terminated by either party on ten (10) days' written notice of termination to the other party.

Pursuant to the Local Government and School District Accountability Act (PA 4 of 2011; MCL 141.1501, *et seq*) an appointed Emergency Manager may reject, modify, or terminate this Agreement as provided by such statute.

**SCHOOL DISTRICT OF THE  
CITY OF FLINT**



Isaiah Oliver, President  
Board of Education



Larry Watkins  
Interim Superintendent



Kendall Williams, Counsel  
Board of Education

**UNITED TEACHERS OF FLINT**



Ethel Johnson, President  
United Teachers of Flint



Sandra Grier, Executive Director  
MEA 10-C Flint

**APPENDIX A**  
**Teacher Calendar**  
**2014-2015**

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
August (0)	25 <u>26</u> <u>27</u> <u>28</u> 29	26 Teachers Report 29 Teacher Work Day 26, 27, 28 Professional Development		4
September (21)	<del>1</del> <u>2</u> 3 4 5	1 Furlough Day-Labor Day		21
	8 9 10 11 12	No School		
	15 16 17 18 19	2 Students Report		
	22 23 24 25 26			
	29 30			
October (23)		1 Count Day		23
	6 7 <u>8</u> 9 10			
	13 14 15 16 17			
	20 21 22 23 24			
	27 28 29 30 31			
November (17)		4 Professional Development	27 Thanksgiving	20
	3 <u>4</u> 5 6 7	No school	28 Day after Thanksgiving	
	10 11 12 13 14			
	17 18 19 20 21			
	24 25 26 <del>27</del> <del>28</del>			
December (15)	1 2 3 4 5	22 - 31 Holiday Break	24 Christmas Eve	17
	8 9 10 11 12		25 Christmas Day	
	15 16 17 18 19			
	<del>22</del> <del>23</del> <del>24</del> <del>25</del> <del>26</del>			
	<del>29</del> <del>30</del> <del>31</del>			
January (18)			1 New Year's Day	21
	<u>5</u> 6 7 8 9	5 School Resumes	19 MLK Day	
	12 13 14 15 16	23 End of Semester		
	<del>19</del> 20 21 22 <u>23</u>	Records Day- No Classes		
	26 27 28 29 30			
February (19)	2 3 4 5 6	11 Count Day		19
	9 10 <u>11</u> 12 13	16 Furlough Day-Presidents Day		
	<del>16</del> 17 18 19 20	No School		
	23 24 25 26 27			

## Teacher Calendar 2014-2015

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
				22
March (22)	2 3 4 5 6			
	9 10 11 12 13	9 - Three hour PD session (after school)		
	16 17 18 19 20			
	23 24 25 26 27			
	30 31			
April (16)	<del>6 7 8 9 10</del>	1 2 3	3 Good Friday	3 Good Friday
	13 14 15 16 17	3-10 Spring Break		
	20 21 22 23 24			
	27 28 29 30			
	May (20)	4 5 6 7 8	1	25 Memorial Day
11 12 13 14 15		25 Memorial Day		21
18 19 20 21 22		11 - Three hour PD session (after school)		
<del>25 26 27 28 29</del>				
June (9)		1 2 3 4 5	11	11 Last Student Day
	8 9 10 11 12	12	12 Last Teacher Day	
	15 16 17 18 19			
	22 23 24 25 26			
	29 30			
			7	195

## Teacher Calendar 2015-2016

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
September (17)	1 2 3 4	1-Teachers Report		21
	7 8 9 10 11	1, 2, 3 - Professional Development		
	14 15 16 17 18	No school		
	21 22 23 24 25	4 Teacher Work Day		
	28 29 30	7 Furlough Day-Labor Day		
		No School		
		8 Students Report		
October (22)	1 2			22
	5 6 7 8 9	7 Count Day		
	12 13 14 15 16			
	19 20 21 22 23			
	26 27 28 29 30			
November (18)	2 3 4 5 6	3 Professional Development -	26 Thanksgiving	21
	9 10 11 12 13	No school	27 Day after	
	16 17 18 19 20		Thanksgiving	
	23 24 25 26 27			
	30			
December (16)	1 2 3 4	23 -31 Holiday Break	24 Christmas Eve	18
	7 8 9 10 11		25 Christmas Day	
	14 15 16 17 18			
	21 22 23 24 25			
	28 29 30 31			
January (18)	1	1 Holiday Break	1 New Year's Day	21
	4 5 6 7 8	4 School Resumes	18 MLK Day	
	11 12 13 14 15	29 End of Semester-		
	18 19 20 21 22	Records Day- No school		
	25 26 27 28 29			
February (20)	1 2 3 4 5			20
	8 9 10 11 12	10 Count Day		
	15 16 17 18 19	15 Furlough Day-Presidents Day		
	22 23 24 25 26	No School		
	29			

## Teacher Calendar 2015-2016

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
March (22)	1 2 3 4		25 Good Friday	23
	7 8 9 10 11			
	14 15 16 17 18	14 - Three hour PD Session		
	21 22 23 24 25	(after school)		
	28 29 30 31			
April (16)	1			16
	4 5 6 7 8	4 - 8 Spring Break		
	11 12 13 14 15			
	18 19 20 21 22			
	25 26 27 28 29			
May (21)	2 3 4 5 6	30 Memorial Day	30 Memorial Day	22
	9 10 11 12 13			
	16 17 18 19 20	9 - Three hour PD Session		
	23 24 25 26 27	(after school)		
	30 31			
June (10)	1 2 3	14 Last Student Day		
	6 7 8 9 10	15 Last Teacher Day		11
	13 14 15 16 17			
	20 21 22 23 24			
	27 28 29 30			
			7	195

## Teacher Calendar 2016-2017

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
	22 23 24 25 26			
August (0)	29 <u>30</u> <u>31</u>	30 Teachers Report 30 - 31 Professional Development		2
September (19)	<del>5</del> <u>6</u> 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	1 Professional Development 2 Teacher Work Day 5 Furlough Day - Labor Day 6 Students Report		21
October (21)	3 4 <u>5</u> 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	5 Count Day		21
November (19)	<del>1 2 3 4</del> 7 <u>8</u> 9 10 11 14 15 16 17 18 21 22 23 <del>24 25</del> 28 29 30	8 Professional Development No School	24 Thanksgiving 25 Day after Thanksgiving	22
December (16)	<del>1 2</del> 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		24 Christmas Eve 25 Christmas Day	18
January (19)	<del>2</del> <u>3</u> 4 5 6 9 10 11 12 13 <del>16 17 18 19 20</del> 23 24 25 26 <u>27</u> 30 31	2 Holiday Break 3 School Resumes 27 End of Semester- Records Day- No school	1 New Year's Day 16 MLK Day	22
February (19)	<del>1 2 3</del> 6 7 <u>8</u> 9 10 13 14 15 16 17 <del>20 21 22 23 24</del> 27 28	8 Count Day 20 Furlough Day-Presidents Day No School		19

## Teacher Calendar 2016-2017

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
March (23)	1 2 3			23
	6 7 8 9 10			
	13 14 15 16 17	13 - Three hour PD Session (after school)		
	20 21 22 23 24			
	27 28 29 30 31			
April (14)	<del>3 4 5 6 7</del>	3-7 Spring Break	14 Good Friday	15
	10 11 12 13 14	10 School Resumes		
	17 18 19 20 21			
	24 25 26 27 28			
May (22)	1 2 3 4 5	29 Memorial Day	29 Memorial Day	23
	8 9 10 11 12			
	15 16 17 18 19	8 - Three hour PD Session (after school)		
	22 23 24 25 26			
	29 30 31			
June (8)	1 2	12 Last Student Day		9
	5 6 7 8 9	13 Last Teacher Day		
	12 13 14 15 16			
	19 20 21 22 23			
	26 27 28 29 30			
			7	195

## Teacher Calendar 2017-2018

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
	21 22 23 24 25	29 Teachers Report		3
August (0)	28 <u>29</u> <u>30</u> <u>31</u>	29 - 31 Professional Development No School		
September (19)	1 <del>4</del> <u>5</u> 6 7 8	1 Teacher Work Day 4 Furlough Day - Labor Day		20
	11 12 13 14 15	5 Students Report		
	18 19 20 21 22			
	25 26 27 28 29			
October (22)	2 3 <u>4</u> 5 6	4 Count Day		22
	9 10 11 12 13			
	16 17 18 19 20			
	23 24 25 26 27			
	30 31			
November (19)	1 2 3 6 <u>7</u> 8 9 10	7 Elections Day Professional Development No School	23 Thanksgiving 24 Day after Thanksgiving	22
	13 14 15 16 17			
	<del>20 21 22 23 24</del>			
	27 28 29 30			
December (16)	1 4 5 6 7 8	23 - 29 Holiday Break	24 Christmas Eve 25 Christmas Day	18
	11 12 13 14 15			
	18 19 20 21 22			
	<del>25 26 27 28 29</del>			
January (19)	<del>1 2</del> <u>3</u> 4 5	1 - 2 Holiday Break 3 School Resumes 26 End of Semester Records Day No school	1 New Year's Day 15 MLK Day	22
	8 9 10 11 12			
	<del>15 16 17 18 19</del>			
	22 23 24 25 <u>26</u>			
	29 30 31			
February (19)	1 2 5 6 7 8 9	14 Count Day 19 Furlough Day-Presidents Day No School		19
	12 13 <u>14</u> 15 16			
	<del>19 20 21 22 23</del>			
	26 27 28			

## Teacher Calendar 2017-2018

Month	Work Day Calendar	Other Teacher Work Days*	Paid Holidays	Total Paid Days
March (21)	1 2		30 Good Friday	22
	5 6 7 8 9			
	12 13 14 15 16			
	19 20 21 22 23	12 - Three hour PD Session		
	26 27 28 29 30	(after school)		
April (16)	<del>2 3 4 5 6</del>	2 - 6 Spring Break		16
	9 10 11 12 13	9 School Resumes		
	16 17 18 19 20			
	23 24 25 26 27			
	30			
May (22)	1 2 3 4		28 Memorial Day	23
	7 8 9 10 11	28 Memorial Day		
	14 15 16 17 18			
	21 22 23 24 25	14 - Three hour PD Session		
	28 29 30 31	(after school)		
June (7)	1			
	4 5 6 7 8	11 Last Student Day		8
	11 12 13 14 15	12 Last Teacher Day		
	18 19 20 21 22			
	25 26 27 28 29			
			7	195

*Please see attached Operational Expenditure Reductions Memorandum of Understanding for possible modification to the provisions contained in this Appendix.*

**APPENDIX B**  
**Non-Teacher Evaluation**

Date \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_

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 Contract

\_\_\_\_\_ Do Not Continue Contract

EVALUATION: (Check one)

\_\_\_\_\_ Highly Effective

\_\_\_\_\_ Effective

\_\_\_\_\_ Minimally Effective

\_\_\_\_\_ Ineffective

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 Employee:

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Date: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

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

**APPENDIX C**  
**Non-Teacher Performance Report**

Date \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_

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 D**  
**Non-Teacher Evaluation Guidelines**

A. Basic Guidelines for the Evaluation of Non-Teachers

Article 23 of the Master Teacher Contract on Non-Teacher Evaluation provides that each Non-Teacher will be evaluated periodically in order that the employee be aware of his/her strengths and weaknesses.

B. The Evaluator

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

1. The Principal, assistant Principal, or equivalent administrator will evaluate all non-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 employee prior to the evaluation.
2. The appropriate administrator for all itinerant staff evaluates all itinerant employees (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 employee prior to the evaluation.
4. Employees assigned to two (2) buildings will be evaluated by each Principal. Conflicts between these evaluations will be resolved by the Office of Human Resources/Legal Affairs.

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. Non-Teacher Performance Report, and
2. Non-Teacher Evaluation. The Evaluation of non-teaching employees shall consist of four levels: Highly Effective, Effective, Minimally Effective, and Ineffective.

Both of these forms will be prepared in triplicate. One copy of each of the completed forms shall be placed in the employee's file in the Office of Human Resources/Legal Affairs, one copy shall be given to the employee, and one copy is retained by the evaluator. In order that each employee may be aware of his/her strengths and weaknesses, each Non-Teacher Performance Report and Non-Teacher Evaluation shall be followed by an evaluator/employee conference within a seven

(7) work day period. The seven (7) work day period for a Non-Teacher Performance Report conference requirement will be tolled in the event of an illness of the employee or other circumstance which prevents the employee's attendance at the conference. Non-Teacher Performance Reports may not be carried over from school year to school year. Employees needing improvement shall be given an opportunity to utilize professional help so that they may attempt to rectify difficulties; the employee may request a Non-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 Non-Teacher Evaluation will be discussed point by point with the employee when he/she receives it. The employee shall be requested to sign the Evaluation. Any employee disagreeing with his/her Evaluation may indicate his/her objections in writing in the space provided.

Each Evaluation shall contain a rating of each employee together with the evaluator's recommendation. (Recommendations for Non-Teachers should be: Renew Contract or Do Not Renew Contract for the Following Year.)

E. Evaluation

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

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

There shall be at least three (3) performance reports and one evaluation before April 1<sup>st</sup> for Non-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 employee. The performance report and evaluation conferences with employees having performance problems shall not be held concurrently.

**APPENDIX E**  
**K-12 Application Procedure for Sabbatical Leave**

- A. 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.
- B. Applications for sabbatical leave shall be made in writing on the application form provided, and received by the appropriate division head no later than 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.
- C. 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:
1. The sabbatical applicant shall have completed seven years of service in the Flint Community Schools.
  2. 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.
  3. A letter of acceptance from the graduate school under whose direction the sabbatical program is to be taken must be attached to the sabbatical application, if the applicant plans to attend a college or university. In those instances where a letter of acceptance cannot be provided by the college or university by the 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.
  4. A curriculum outline must be provided detailing the course required by the graduate school as part of the sabbatical program, or in the instance where a sabbatical program is not under the direction of a college or university, a detailed outline of the proposed course of study must be similarly attached.
- D. Sabbatical applicants who meet the requirements of Provision C shall have their sabbatical programs evaluated by the Sabbatical Leave Committee. The Sabbatical Leave Committee, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider such criteria as:

1. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by a 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).
2. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by:
  - a. Taking the initiative in developing and implementing new, revised, or improved curriculum units or programs?
  - b. Handling difficult assignments or classes?
  - c. Awards and letters of commendation?
  - d. Service on building and/or District committees or projects, such as human relations, professional study, or curriculum committees?
  - e. Recommendations by colleagues, such as teachers and administrators?
  - f. Documents, exhibits, or submissions by the teacher as to work and/or activities the teacher applicant feels indicate significant service to the District?
3. 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.
4. Is the focus of the sabbatical program outlined on the sabbatical application of a nature to:
  - a. Contribute to the professional effectiveness of the applicant upon return to teaching and to subsequent service to the District?
  - b. Encourage scholarly achievement by the sabbatical applicant?
  - c. Provide the applicant an opportunity for growth and renewal as a teacher?
5. 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?
6. Does the applicant's sabbatical program deal with a topical educational issue, the investigation of which would benefit District operation or program?

- E. 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.
- F. 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.
- G. Upon notification of approval for a sabbatical leave, the applicant will contact the Office of Human Resources/Legal Affairs to complete arrangements for the sabbatical leave.
- H. 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.
- I. An applicant on leave of absence for at least a semester shall be required to notify the Office of Human Resources/Legal Affairs 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 F**  
**Leave of Absence Request Form**

I hereby request a leave of absence for the following purpose and period of time:

- |                          |                         |            |               |
|--------------------------|-------------------------|------------|---------------|
| <input type="checkbox"/> | Extended Illness        | From _____ | Through _____ |
| <input type="checkbox"/> | Jury Duty/Court Service | From _____ | Through _____ |
| <input type="checkbox"/> | Parental/Adoptive       | From _____ | Through _____ |
| <input type="checkbox"/> | Personal Business       | From _____ | Through _____ |
| <input type="checkbox"/> | Military                | From _____ | Through _____ |
| <input type="checkbox"/> | Detached Service        | From _____ | Through _____ |
| <input type="checkbox"/> | Sabbatical              | From _____ | Through _____ |
| <input type="checkbox"/> | Study                   | From _____ | Through _____ |

Name and Address of Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Building and Assignment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

APPROVED/ACKNOWLEDGED:

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Building Principal

APPROVED/ACKNOWLEDGED:

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_, Human Resources

Copies must be provided to Building Principal, Human Resources, and UTF.

**APPENDIX G**  
**Scheduled Work Days for Title I, ESEA Teachers**  
**Assigned to Private Non-Public Schools**

In an attempt to resolve the special scheduling needs brought about by the assignment of teachers funded under ESEA, Title I, to the Private Non-Public 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 Private Non-Public 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 Private Non-Public 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 H**  
**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: \_\_\_\_\_ Date of discharge: \_\_\_\_\_

(c) Date of surgery, if any: \_\_\_\_\_ 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: \_\_\_\_\_ to and including: \_\_\_\_\_

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: \_\_\_\_\_

**APPENDIX I**  
**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 J**  
**Assignment Preference Form**

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

PLEASE COMPLETE PERSONAL INFORMATION BELOW

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

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

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

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

Phone Nos:

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

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

THIS IS YOUR CURRENT SCHEDULE:

<u>COURSE NUMBER/NAME</u>	<u>DAY</u>	<u>TIME</u>	<u>BLDG.</u>	<u>ROOM</u>
---------------------------	------------	-------------	--------------	-------------

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



-----

TO BE COMPLETED BY THE OFFICE OF HUMAN RESOURCES

FROM: Training \_\_\_\_\_

TO: Training \_\_\_\_\_

Experience \_\_\_\_\_

Experience \_\_\_\_\_

Annual Salary \_\_\_\_\_

Annual Salary \_\_\_\_\_

Effective \_\_\_\_\_

College \_\_\_\_\_

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

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

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT  
FOR THE CITY OF FLINT  
AND THE  
UNITED TEACHERS OF FLINT, INC.**

**Arbitration Panel**

This Memorandum of Understanding, made on 3/28, 2014, is between The Board of Education of the School District for the City of Flint ("FCS") and the United Teachers of Flint, Inc. ("Union").

**WHEREAS**, FCS and the Union are negotiating a successor to the Collective Bargaining Agreement between the parties that expires on August 31, 2014; and

**WHEREAS**, the parties have reached an agreement on the composition of the arbitration panel.

**NOW, THEREFORE**, the parties agree as follows:

1. The arbitration panel established in paragraph (D)(3)(b) of the Grievance Procedure (Article 26) shall be composed of the following arbitrators:

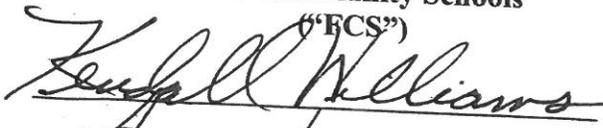
**Paul Glendon  
Mark Glazer  
George Roumell  
David Grissom.**

2. This arbitration panel is established and becomes effective on the date this Memorandum of Understanding is signed by the parties.

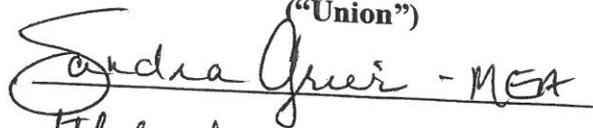
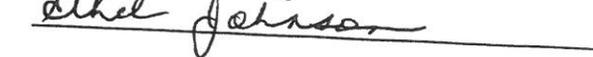
3. Each panel arbitrator shall be assigned a grievance to arbitrate on an alternating basis, beginning at the top of the list. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator from the panel during any twelve (12) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.

**IN WITNESS WHEREOF**, the parties executed this Memorandum of Understanding on the day and year first above written.

**Flint Community Schools  
("FCS")**


**United Teachers of Flint, Inc.  
("Union")**

**MEMORANDUM OF UNDERSTANDING  
(Joint Finance Advisory Committee)**

This Memorandum of Understanding is entered into this 21 day of MAY, 2014, by and between the **School District of the City of Flint (“District”)** and the **United Teachers of Flint (“UTF”)**.

**WHEREAS**, as a result of the District’s financial deficit, the District has agreed to abide by the requirements of a Deficit Elimination Plan submitted to and approved by the Michigan Department of Education on February 3, 2014; and

**WHEREAS**, adherence to the terms and conditions of the Deficit Elimination Plan is required in order to return the District to solvency and financial stability; and

**WHEREAS**, stabilizing the District will take substantial collaboration between the District and the UTF; and

**WHEREAS**, the parties understand that absent such collaboration the District will not stabilize and be successful, and has little or no chance to effectively serve the interests of District students and the community; and

**WHEREAS**, the parties have agreed to collaborate in order to stabilize the District; and

**WHEREAS**, the parties have agreed to establish a Joint Finance Advisory Committee (“JFAC”), to facilitate such collaboration, and to make joint decisions relative to teacher staffing recommendations and compensation allocations.

**NOW, THEREFORE**, in consideration of the premises, the parties agree as follows:

A. The parties agree to the creation of a Joint Finance Advisory Committee (“JFAC”). The members of the JFAC shall be:

1. The District’s Superintendent
2. UTF President
3. The District’s Human Resources Director
4. MEA Uniserv Representative
5. District Chief Financial Officer
6. UTF Designee
7. Executive Director of Curriculum and Instruction
8. UTF Designee
9. Congress of Flint School Administrators Designee (non-voting)
10. SEIU Local 517M, Unit 150 Designee (non-voting)

The JFAC shall be charged with making all decisions on the basis of consensus. Every effort shall be made by the JFAC to reach consensus on all issues presented to the Committee.

At the request of three (3) members of the JFAC, a facilitator(s) will be selected by the Committee to assist in the formulation of consensus relative to issues before the Committee. The facilitator(s) shall be selected by majority vote of the members of the JFAC. If the JFAC is unable, by majority vote of the members, to select a facilitator(s), the District shall request that the Charles Stewart Mott Foundation appoint a person to serve as the facilitator for the JFAC.

B. The duties of the Joint Finance Advisory Committee shall be the following:

1. To review the proposed annual school budgets, and any budget amendments before their submission to the District's Board of Education for approval.
2. To review proposed reductions and hiring of staff, including grant funded positions (e.g. Title I, Title IIA) by the District prior to submission to the District's Board of Education for approval.
3. To report to the District's Board of Education regarding proposed budgets, amendments, and proposed reductions and hiring of staff, and any subsequent amended or revised Deficit Elimination Plan(s).
4. To authorize the implementation of compensation (off-scale) and benefits modifications required under this Memorandum of Understanding, as provided by the collective bargaining agreement.
5. To recommend, for ratification by the Parties, any changes to the salary scale covered and set forth by the collective bargaining agreement.
6. To receive reports from the Education Plan Implementation Committee ("EPIC"), to review proposed grant expenditures and ensure the alignment of such expenditures for the needs and goals of the District's Education Plan.
7. To receive information from resources and personnel provided by the District to allow the JFAC to perform required duties and responsibilities.

C. Staffing Decisions. The parties agree to the following process relative to proposed reductions or hiring of staff by the District.

1. In the event that the District Superintendent proposes to reduce or hire staff, the proposed staffing recommendations shall be brought to the JFAC prior to being presented to a committee of the Board of Education.

2. The JFAC shall vote to accept or reject the staffing levels, number of positions, and/or personnel recommendations of the Superintendent.
3. If the JFAC rejects proposed staffing levels, number of positions, and/or personnel recommendations by the Superintendent, it shall state the reasons for the rejection. The Superintendent shall respond to the rejection of the staffing levels, number of positions, and/or personnel recommendations by the JFAC by indicating the rationale for proceeding with the staffing levels, number of positions, and/or personnel recommendations over the objection(s) of the JFAC.
4. In presenting staffing levels, number of positions, and/or personnel recommendations to a Board committee, the Superintendent shall indicate whether the proposed staffing levels, number of positions, and/or personnel recommendations have been accepted or rejected by the JFAC.
5. If the JFAC does not make a decision regarding the staffing levels, number of positions, and/or personnel recommendations of the Superintendent, each member of the JFAC may provide the Human Resources Subcommittee with written responses to the Superintendent's staffing levels, number of positions, and/or personnel recommendations.
6. The District's Board of Education shall have final authority to accept or reject the staffing, position, and personnel recommendations of the Superintendent.

D. Compensation Review and Changes. As to the review and changes to the compensation provided to bargaining unit members under the terms of the collective bargaining agreement, the following shall apply:

1. The JFAC is authorized to periodically review the compensation and benefits provided to bargaining unit members, and to authorize off-scale changes to such compensation and benefits.
2. The parties recognize that the salary scale shall be effective until August, 2018, unless changed through the contract negotiation process. The JFAC shall not be authorized to adjust or modify the salary scale under the collective bargaining agreement without the mutual agreement of the parties.
3. Definitions. The following definitions apply to this Memorandum of Understanding:
  - a. "Deficit Elimination Plan Excess" means the amount that total revenue exceeds total expenses under the Deficit Elimination Plan

dated February 3, 2014, or amendments to the same. Such amounts currently equal the following:

2014-2015	\$4,789,904
2015-2016	\$3,769,187
2016-2017	\$3,066,978
2017-2018	\$2,751,966

- b. "Excess Amount" means the amount that the actual total revenue in excess of actual expenses is more than the Deficit Elimination Plan Excess, based upon the audited financial statements for the prior school year.
  - c. "Shortfall Amount" means the amount that the actual total revenue in excess of actual expenses is less than the Deficit Elimination Plan Excess, based upon the audited financial statements for the prior school year.
  - d. "Distribution Percentage" means the percentage ratio of the total compensation and benefit costs of the UTF bargaining unit to the total compensation and benefit costs of the District.
  - e. "UTF Excess" means that amount determined by multiplying the Excess Amount for a school year by the Distribution Percentage for that school year.
4. The parties agree to the following as to the allocation of excess revenues or revenue shortfalls for the 2014-2015, 2015-2016, 2016-2017 and 2017-2018 school years:
- a. If there is an Excess Amount for a school year, the JFAC shall decide the manner in which to distribute the UTF Excess for that school year to bargaining unit members.
  - b. If there is a Shortfall Amount, JFAC shall decide to adjust the compensation and benefits for bargaining unit members in an amount determined by multiplying the Shortfall Amount for that year by the Distribution Percentage for that year.
  - c. The JFAC may decide to allocate an Excess Amount or Shortfall Amount to a subsequent school year.
  - d. If the JFAC, after facilitation, is not able to reach a decision regarding the manner in which to allocate either UTF Excess Amounts or UTF Shortfall Amounts, the District's Board of Education shall have the authority to allocate such amounts among

bargaining unit members as off-scale compensation and benefits changes, subject to the terms of the collective bargaining agreement.

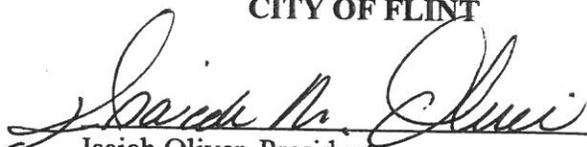
- e. The following table is an example of the allocation formula prescribed by this section:

	<i>UTF Excess</i>	<i>UTF Shortfall</i>
<b>(Actual) Total Revenue</b>	\$90,000,000	\$90,000,000
<b>(Actual) Total Expenses</b>	\$87,000,000	\$89,000,000
<b>(Actual) Gross Revenue Excess</b>	\$3,000,000	\$1,000,000
<b>Deficit Elimination Plan Excess</b>	\$2,000,000	\$2,000,000
<b>Excess (Shortfall) Amounts</b>	<b>\$1,000,000</b>	<b>(\$1,000,000)</b>
<b>Distribution Percentage</b>	.70	.70
<b>UTF Excess (Shortfall)</b>	<b>\$700,000</b>	<b>(\$700,000)</b>

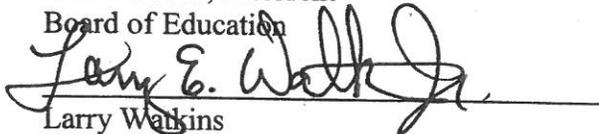
E. The terms of the Memorandum of Understanding shall be incorporated into the collective bargaining agreement to be negotiated between the parties. This Memorandum of Understanding shall be effective July 1, 2014, and shall expire August 31, 2018.

IN WITNESS WHEREOF, this Memorandum of Understanding was executed as of the day and year above written.

**SCHOOL DISTRICT OF THE  
CITY OF FLINT**

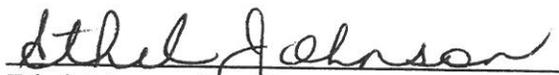


Isaiah Oliver, President  
Board of Education

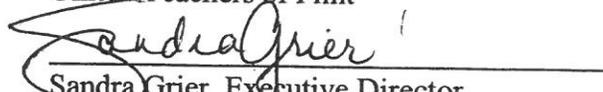


Larry Watkins  
Interim Superintendent

**UNITED TEACHERS OF FLINT**



Ethel Johnson, President  
United Teachers of Flint



Sandra Grier, Executive Director  
MEA 10-C Flint

**FIRST AMENDED  
MEMORANDUM OF UNDERSTANDING  
(Joint Finance Advisory Committee)**

This First Amended Memorandum of Understanding is entered into this 23<sup>rd</sup> day of Jan., 2015, by and between the **School District of the City of Flint (“District”)** and the **United Teachers of Flint (“UTF”)**.

**WHEREAS**, the parties entered into a Memorandum of Understanding on May 21, 2014, regarding a Joint Finance Advisory Committee (“JFAC”); and

**WHEREAS**, the Michigan Department of Education (MDE) approved a Deficit Elimination Plan for the District on February 3, 2014; and

**WHEREAS**, changes in the financial condition of the District have resulted in a request that the Michigan Department of Education approve a revised Deficit Elimination Plan for the District; and

**WHEREAS**, the revised Deficit Elimination Plan proposed by the District, submitted to the Michigan Department of Education required additional cost saving initiatives equaling approximately eight million two hundred thousand (\$8,200,000) dollars; and

**WHEREAS**, the proposed Deficit Elimination Plan includes cost savings of seven million one hundred (\$7,100,000) dollars for positions represented by the UTF, and the parties have agreed upon staff, wage, and benefit reductions to realize such cost savings; and

**WHEREAS**, the parties continue to collaborate in order to improve and stabilize the financial condition of the District; and

**WHEREAS**, the revised Deficit Elimination Plan proposed by the District, and approved by the MDE on December 26, 2014, requires an amendment to the Memorandum of Understanding dated May 21, 2014, regarding the Joint Finance Advisory Committee.

**NOW, THEREFORE**, in consideration of the premises, the parties agree as follows:

A. The parties agree to the creation of a Joint Finance Advisory Committee (“JFAC”). The members of the JFAC shall be:

1. The District’s Superintendent
2. UTF President
3. The District’s Human Resources Director
4. MEA Uniserv Representative

5. District Chief Financial Officer
6. UTF Designee
7. Executive Director of Curriculum and Instruction
8. UTF Designee
9. Congress of Flint School Administrators Designee (non-voting)
10. SEIU Local 517M, Unit 150 Designee (non-voting)

The JFAC shall be charged with making all decisions on the basis of consensus. Every effort shall be made by the JFAC to reach consensus on all issues presented to the Committee.

At the request of three (3) members of the JFAC, a facilitator(s) will be selected by the Committee to assist in the formulation of consensus relative to issues before the Committee. The facilitator(s) shall be selected by majority vote of the members of the JFAC. If the JFAC is unable, by majority vote of the members, to select a facilitator(s), the District shall request that the Charles Stewart Mott Foundation appoint a person to serve as the facilitator for the JFAC.

B. The duties of the Joint Finance Advisory Committee shall be the following:

1. To review the proposed annual school budgets, and any budget amendments before their submission to the District's Board of Education for approval.
2. To review proposed reductions and hiring of staff, including grant funded positions (e.g. Title I, Title IIA) by the District prior to submission to the District's Board of Education for approval.
3. To report to the District's Board of Education regarding proposed budgets, amendments, and proposed reductions and hiring of staff, and any subsequent amended or revised Deficit Elimination Plan(s).
4. To authorize the implementation of compensation (non-salary schedule) and benefit modifications required under this First Amended Memorandum of Understanding, as provided by the collective bargaining agreement.
5. To recommend, for ratification by the parties, any changes to the salary scale covered and set forth by the collective bargaining agreement.
6. To receive reports from the Education Plan Implementation Committee ("EPIC"), to review proposed grant expenditures and ensure the alignment of such expenditures for the needs and goals of the District's Education Plan.
7. To receive information from resources and personnel provided by the District to allow the JFAC to perform required duties and responsibilities.

C. Staffing Decisions. The parties agree to the following process relative to proposed reductions or hiring of staff by the District.

1. In the event that the District Superintendent proposes to reduce or hire staff, the proposed staffing recommendations shall be brought to the JFAC prior to being presented to a committee of the Board of Education.
2. The JFAC shall vote to accept or reject the staffing levels, number of positions, and/or personnel recommendations of the Superintendent.
3. If the JFAC rejects proposed staffing levels, number of positions, and/or personnel recommendations by the Superintendent, it shall state the reasons for the rejection. The Superintendent shall respond to the rejection of the staffing levels, number of positions, and/or personnel recommendations by the JFAC by indicating the rationale for proceeding with the staffing levels, number of positions, and/or personnel recommendations over the objection(s) of the JFAC.
4. In presenting staffing levels, number of positions, and/or personnel recommendations to a Board committee, the Superintendent shall indicate whether the proposed staffing levels, number of positions, and/or personnel recommendations have been accepted or rejected by the JFAC.
5. If the JFAC does not make a decision regarding the staffing levels, number of positions, and/or personnel recommendations of the Superintendent, each member of the JFAC may provide the Human Resources Subcommittee with written responses to the Superintendent's staffing levels, number of positions, and/or personnel recommendations.
6. The District's Board of Education shall have final authority to accept or reject the staffing, position, and personnel recommendations of the Superintendent.

D. Compensation Review and Changes. As to the review and changes to the compensation provided to bargaining unit members under the terms of the collective bargaining agreement, the following shall apply:

1. The JFAC is authorized to periodically review the compensation and benefits provided to bargaining unit members, and to recommend changes to such compensation and benefits.
2. The parties recognize that the salary schedule shall be effective until August 2018, unless changed through the negotiation process. The JFAC shall be authorized to recommend the adjustment or modification of the salary schedule under the collective bargaining agreement, subject to the negotiation process.

3. Definitions. The following definitions apply to this First Amended Memorandum of Understanding:

- a. “Deficit Elimination Plan Excess” means the amount that total revenue exceeds total expenses under the Deficit Elimination Plan as approved on December 26, 2014, or amendments to the same. Such amounts currently equal the following:

<i>2014-2015</i>	\$4,361,077
<i>2015-2016</i>	\$3,108,947
<i>2016-2017</i>	\$3,299,250
<i>2017-2018</i>	\$2,768,396
<i>2018-2019</i>	\$2,401,143
<i>2019-2020</i>	\$2,701,143
<i>2020-2021</i>	\$3,381,446

- b. “Excess Amount” means the amount that the actual total revenue in excess of actual expenses is more than the Deficit Elimination Plan Excess, based upon the audited financial statements for the prior school year.
- c. “Shortfall Amount” means the amount that the actual total revenue in excess of actual expenses is less than the Deficit Elimination Plan Excess, based upon the audited financial statements for the prior school year.
- d. “Distribution Percentage” means the percentage ratio of the total compensation and benefit costs of the UTF bargaining unit to the total compensation and benefit costs of the District.
- e. “UTF Excess” means that amount determined by multiplying the Excess Amount for a school year by the Distribution Percentage for that school year.
4. The parties agree to the following as to the allocation of excess revenues or revenue shortfalls for the 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years:
- a. If there is an Excess Amount for a school year, the JFAC shall recommend the manner in which to distribute the UTF Excess for that school year to bargaining unit members.
- b. If there is a Shortfall Amount, JFAC shall recommend an adjustment of the compensation and benefits for bargaining unit

members in an amount determined by multiplying the Shortfall Amount for that year by the Distribution Percentage for that year.

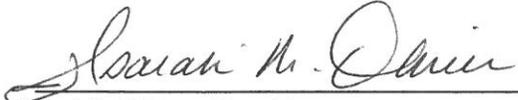
- c. The JFAC may recommend to allocate an Excess Amount or Shortfall Amount to a subsequent school year.
- d. If the JFAC, after facilitation, is not able to make a recommendation regarding the manner in which to allocate either UTF Excess Amounts or UTF Shortfall Amounts, the District's Board of Education shall have the authority to allocate such amounts among bargaining unit members as compensation and benefits changes.
- e. The District's Board of Education shall have final authority to accept or reject the recommendations of the JFAC regarding the manner in which to allocate either UTF Excess Amounts or UTF Shortfall Amounts.
- f. The following table is an example of the allocation formula prescribed by this section:

	<i>UTF Excess</i>	<i>UTF Shortfall</i>
<b>(Actual) Total Revenue</b>	\$90,000,000	\$90,000,000
<b>(Actual) Total Expenses</b>	\$87,000,000	\$89,000,000
<b>(Actual) Gross Revenue Excess</b>	\$3,000,000	\$1,000,000
<b>Deficit Elimination Plan Excess</b>	\$2,000,000	\$2,000,000
<b>Excess (Shortfall) Amounts</b>	<b>\$1,000,000</b>	<b>(\$1,000,000)</b>
<b>Distribution Percentage</b>	.70	.70
<b>UTF Excess (Shortfall)</b>	<b>\$700,000</b>	<b>(\$700,000)</b>

E. The terms of the First Amended Memorandum of Understanding shall be incorporated into the collective bargaining agreement to be negotiated between the parties. This First Amended Memorandum of Understanding shall be effective January 1, 2015, and shall expire August 31, 2021.

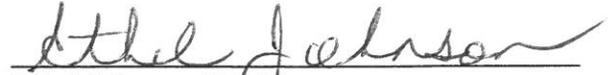
IN WITNESS WHEREOF, this First Amended Memorandum of Understanding was executed as of the day and year above written.

**SCHOOL DISTRICT OF THE  
CITY OF FLINT**

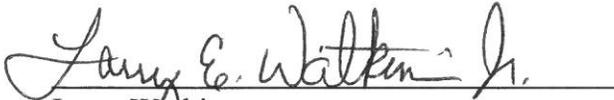


Isaiah Oliver, President  
Board of Education

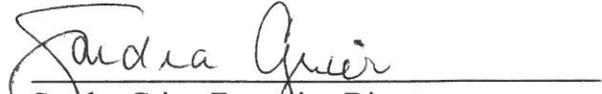
**UNITED TEACHERS OF FLINT**



Ethel Johnson, President  
United Teachers of Flint



Larry Watkins  
Interim Superintendent



Sandra Grier, Executive Director  
MEA 10-C Flint

**MEMORANDUM OF UNDERSTANDING**  
**Master Agreement Addendum to Address Operational**  
**Expenditure Reductions Related to Current Deficit Elimination Plan**

This Memorandum of Understanding is entered into this 17<sup>th</sup> day of December, 2014, by and between the **School District of the City of Flint (District)** and the **United Teachers of Flint (UTF)**.

**WHEREAS**, as a result of the District's financial deficit, the District has prepared and submitted a Deficit Elimination Plan (DEP) that necessitated a District-wide annual operational expenditure reduction which equates to an approximate 15% reduction of personnel salary and benefit expenditures effective January 1, 2015 and continuing for the duration of the DEP (through June 30, 2021); and

**WHEREAS**, the parties have a mutual interest to assure the full, complete, and timely execution of the DEP submitted on November 26, 2014 and approved by the Michigan Department of Education on December 26, 2014; and

**WHEREAS**, adherence to the terms and conditions of the Deficit Elimination Plan is required in order to return the District to solvency and financial stability; and

**WHEREAS**, the parties recognize that stabilizing the District takes concerted efforts on the part of all employee groups and the District as a whole; and

**WHEREAS**, the parties recognize that meeting the terms and conditions of this DEP takes substantial collaboration between the District and the UTF, and the parties understand that absent such collaboration the District will not stabilize and be successful and has little or no chance to effectively serve the interests of the District, students, the community, and the District employees; and

**WHEREAS**, the parties have collaborated, and commit to continue to do so, to develop the terms of this agreement and secure the full and timely implementation and execution of the operational expense reductions and provisions herein with assurance of fidelity; and

**WHEREAS**, the DEP as submitted requires that the District's current annual operational expenditures for the UTF portion of the annual General Fund Expenditures be reduced by \$7.1 million dollars beginning January 1, 2015 and continue as such each year of the DEP through June 30, 2021; and

**WHEREAS**, there are various means of achieving the DEP savings needed, and this Memorandum of Understanding (MOU) establishes a framework for the UTF-related operational cost reductions of \$7.1 million dollars annually with the expectation that the annual UTF reductions for the purpose of this DEP will be \$7.1 million below the current UTF operational costs (as of the date of the filing of the DEP) for the duration of the DEP; and

**WHEREAS**, this MOU is an addendum to the Master Agreement executed between the parties and is subject to all terms and conditions of the current Master Agreement except as specifically addressed herein, and in the instance that it is determined that this MOU conflicts with the current Master Agreement, the terms of this MOU shall prevail;

**NOW, THEREFORE**, in consideration of the premises, the parties agree to the following framework:

A. The parties agree to the continuation of Memorandum of Understanding for the Joint Finance Advisory Committee (“JFAC”) dated May 21, 2014, as amended, and all terms and conditions of the MOU continue for the life of this agreement

B. The parties agree to the following framework to realize annual operational costs reductions of \$7.1 million dollars.

1. Staffing Reductions for the 2014-2015 school year as outlined here shall be implemented effective immediately with full implementation no later than January 27, 2015:

- a. ALA/Middle School: 14 / 4 positions
- b. LSS: 5 positions
- c. High School: 29 positions (including those positions eliminated due to savings realized from paragraph (B)(2) of this MOU, below)
- d. Elementary: 28 positions

2. Preparation Period. Adjustment of the duty-free paid preparation period, which is currently during the student class day for high school and middle school teachers. [Article 11 (A)(1) and (B)(1)]. Teachers’ schedules will be adjusted so that the preparation period will occur before or after student contact hours, with no change to total hours worked by teachers. The current duty-free paid preparation period will be replaced with an instructional period. Restoration of the duty-free paid preparation period during the student class day is subject to agreement by the parties, taking into account the District’s financial condition. However, the IB Diploma

Program and Middle Years Program Coordinators shall retain planning periods in accordance with schedule design.

3. Reduction / Elimination of the Retirement Benefit. The Retirement Benefit payment provided in Article 19(A) is permanently eliminated, except as provided below:

- a. 100% of Retirement Benefit paid a teacher submits a notice of retirement by January 15, 2015 and retires by January 26, 2015.
- b. 50% of Retirement Benefit paid if a teacher submits a notice of retirement by April 15, 2015 and retires by June 30, 2015.
- c. No Retirement Benefit paid if a teacher submits a notice of retirement after April 15, 2015 and/or retires after June 30, 2015.

4. Extra Duty. The District will offer opportunities (expected to be about 25) for teachers to perform after-hour (non-classroom) duties ("Extra Duty"), if federal or state grant or other similar funding is available. The District shall post notice for Extra Duty opportunities by April 1 of each year of this MOU for the following school year. The District will accept applications for these opportunities until May 1 of each year of this MOU. The District may extend these deadlines if there are insufficient applicants. These opportunities will be offered on the basis of bargaining unit seniority, all other factors being equal. Teachers may be granted an opportunity to work Extra Duty no more than three times during their employment unless the District permits otherwise. Extra Duty will pay \$3,500 per annual assignment, payable in the same manner as contractual differentials.

5. Wage schedule. Teachers will be frozen at their current Step of the Salary Schedule during the term of this MOU. Teachers may receive Lane/Level increases as provided in the Salary Schedule (Article 8(A)). Lane/Level increases will be effective the first full pay period following the date that the Human Resources Department receives the required information. The Teachers who receive Lane/Level increases will not receive Step increases.

6. Overage. Teachers who have more pupils attending class than the "maximum amounts" provided in Article 12(A) will receive the following "overage premium" added to their compensation:

- a. Grades 2-3: \$12 per pupil per day for each pupil in excess of 32.
- b. Grades 4-6: \$12 per pupil per day for each pupil in excess of 36.
- c. Grades 7-12: \$2 per pupil per class per day for each pupil in excess of 37.

- d. Grades 7-12 (physical education): \$2 per pupil per class per day for each pupil in excess of 50.
- e. Notwithstanding subparagraphs a-d, class size may not exceed 25 pupils for kindergarten [except as provided in Article 12 (A)(1)]; 28 pupils for grade 1 [except as provided in Article 12 (A)(2)]; 36 pupils for grades 2-3; 40 pupils for grades 4-6; 41 pupils for grades 7-12; and 54 pupils for grades 7-12 (physical education), for more than ten (10) days in any thirty (30) school day period.

7. Furlough. During the term of this Agreement, the Memorial Day and Good Friday holidays will be unpaid holidays for teachers. Each teacher who loses wage compensation due to this paragraph will, for the 2014-15 school year have that wage loss allocated pro rata between the first pay period of the second semester and the remaining pay periods for that school year. For the 2015-16 and subsequent school years have that wage loss allocated pro rata between all pay periods of the school year. Teachers whose employment terminates before a furlough day will not receive any compensation credit for the pro rata wage allocation.

8. If the total savings for UTF bargaining unit members exceeds \$7.1 million for the current 2014-15 school year, as determined by January 30, 2015, JFAC will consider those additional cost savings for the potential restoration of furlough days or other changes to compensation or benefits.

9. If the parties identify further bargaining unit staff reductions or other UTF cost savings (in addition to those already identified in the DEP) to be implemented after June 30, 2015, the District will implement those staff reductions, and JFAC will consider the additional cost savings for the potential restoration of furlough days or other changes to compensation or benefits.

10. If in any one year the number of retirements of UTF bargaining unit members exceeds the yearly projection under the DEP for that year, JFAC will consider the additional cost savings for the potential restoration of furlough days or other changes to compensation or benefits.

C. During the term of this Memorandum of Understanding, newly hired Teachers will be placed on Step 1 of the Wage Schedule unless otherwise agreed by the parties, or where the District cannot fill the position at Step 1. In such case, the position will be filled on a temporary basis, the posting for that position will remain open, and JFAC will receive and review information regarding all applicants for the position.

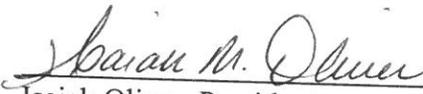
D. The UTF and the District understand that the success of the DEP and the stabilization of the District's finances depend on the mutual commitment of the parties to implementation of this Memorandum of Understanding. The District, its Board, and its administration, pledge to implement the terms of this Memorandum of Understanding fully,

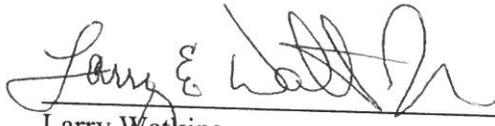
promptly, and fairly, so as to fully realize the potential cost savings of this Memorandum of Understanding. The UTF, its leadership, and its members, pledge their commitment to the full implementation of this Memorandum of Understanding, and to support the District in its implementation. The District will report, on a monthly basis, the status of the implementation of this MOU to the Joint Labor Management Committee.

E. Term. This Memorandum of Understanding is effective upon its ratification by the parties and will expire on August 31, 2021, or upon completion of the requirements of the DEP approved by the Michigan Department of Education, whichever is earlier. In the event that the Michigan Department of Education requires modifications to the DEP, the terms of this Memorandum of Understanding will be subject to modification upon agreement by the parties.

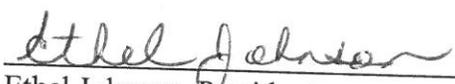
**IN WITNESS WHEREOF**, this Memorandum of Understanding was executed on this 23 day of JAN, 2015.

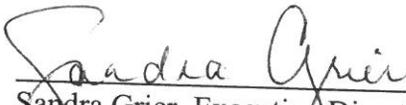
**SCHOOL DISTRICT OF THE  
CITY OF FLINT**

  
Isaiah Oliver, President  
Board of Education

  
Larry Watkins  
Interim Superintendent

**UNITED TEACHERS OF FLINT**

  
Ethel Johnson, President  
United Teachers of Flint

  
Sandra Grier, Executive Director  
MEA 10-C Flint