

PROFESSIONAL AGREEMENT

between the

FLUSHING COMMUNITY SCHOOLS

and

LOCAL 10 MEA/NEA
(FLUSHING UNIT)

2011-2013

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble.....	1
1	Recognition.....	1
2	Association Rights.....	2
3	Teacher Rights.....	3
4	Rights of the Board.....	4
5	Professional Fees or Dues and Payroll Deductions.....	5
6	Normal Working Hours.....	6
7	Special Student Programs.....	9
8	Teaching Conditions.....	9
9	Department Coordinator.....	11
10	Professional Qualifications.....	11
11	Assignments, Transfers, Vacancies and Promotions.....	12
12	Illness, Disability and Bereavement.....	13
13	Professional and Personal Business and Association Days....	16
14	Sabbatical Leave.....	17
15	Unpaid Leaves of Absences.....	18
16	Academic Freedom.....	19
17	Teacher Evaluation.....	20
18	Professional Behavior.....	21
19	Professional Improvement.....	22
20	Reductions in Personnel.....	22
21	Continuity of Operations.....	23
22	School Calendar.....	23
23	Professional Compensation.....	24
24	Insurance.....	26
25	Special and Student Teaching Assignments.....	29
26	Student Discipline and Teacher Protection.....	30
27	Joint Professional Advisory Committee.....	31
28	Professional Grievance Procedure.....	32
29	Negotiation Procedures.....	34
30	Miscellaneous Provisions.....	34
31	Class Size.....	36
32	Model Program.....	37
33	Duration of Agreement.....	38
APPENDIX A	School Calendar 2011-2012.....	39
APPENDIX A-1	Professional Development.....	44
APPENDIX B	Salary Schedule 2011-2013.....	44
APPENDIX B-1	Extra-Curricular Salaries 2011-2013.....	47
APPENDIX C	Grievance Report Form.....	49
APPENDIX D	Bargaining Unit Substitute Teachers.....	51
APPENDIX E	Legal Elements/Test - Due Process in Discipline/Discharge	54
APPENDIX F	Vision Benefit Guide	55
APPENDIX G	Dental Benefit Guide	57

PREAMBLE

This Agreement entered into this September 14, 2011, by and between the Local 10 MEA/NEA hereinafter called the "Association", affiliate of the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the Flushing Community Schools, Genesee County, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. Pursuant to and in accordance with the Certification of Representation by the Michigan Employment Relations Commission (MERC), the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel whether employed under written contract or on leave and possessing at least a Bachelor's Degree and a Michigan recognized valid teaching certificate or employment approval by the State of Michigan.
- B. Such representation shall exclude the superintendent, assistant superintendents, principals, assistant principals, business manager, and any other supervisors or managers.
- C. The term "teacher" when used in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as above defined.
- D. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement.

ARTICLE 2

ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to request the use of school buildings for meetings. The building principal shall have the right to designate the time and place of meetings within the building so as not to interfere with other regularly scheduled activities. The Board shall retain the right to regulate after hours use of the building and/or activities and equipment and shall make a reasonable charge for extra maintenance and service costs.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations. Such representatives shall follow the established procedures for visitors in Flushing school buildings by checking in at the buildings' main offices.
- C. The Association shall have the right to request services of centralized printing and to request the use of district equipment. The Association shall pay for the cost of all materials and supplies, wages of specialized personnel and damage incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern only on the bulletin board which is provided in the teachers' lounge. The Association may use the district mail service and teacher mail boxes for communication to other teachers (so long as the district is not a party to a complaint regarding this issue, the Association agrees to hold harmless the district for any legal defense and/or legally imposed costs involved).
- E. The Board agrees to make available in response to a requisition from the Association financial documents, Board minutes and other such information that are normally open to the public.
- F. The Association may request the Superintendent or Board President to place on the Board's agenda items which are a concern to the Association. Such request must be made in writing seven (7) calendar days prior to the regularly scheduled Board meeting. Prior to the Board meeting, the Superintendent will notify the Board and the Association in writing of those Association items not placed on the agenda.
- G. The rights granted in this Article to the Association shall not be granted or extended to any competing labor organization during the duration of this Agreement.

ARTICLE 3

TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. No teacher shall be denied any rights granted by this Agreement or any local, state or federal laws.
- C. The teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as this behavior does not jeopardize the education process.
- D. The parties agree that there shall be no discrimination against any employee by reason of race, height, weight, creed, religion, color, national origin, age, sex, disability, or marital status..
- E. During the period of the teacher's employment and thereafter, a teacher shall have and retain all property and copyright interests in and to any book, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyrightable work, written, composed, created, or devised by such teacher, provided that creation of the above works shall not be produced and directed on school time, on school property or with use of school materials.
- F. Each teacher shall have the right, upon request, to review the contents of his own personal file, with the exception of confidential college credentials and recommendations from previous employers. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

- Required medical information
- All Teacher evaluation reports
- Copies of annual contracts
- Record of certificate
- A transcript of academic records
- Tenure recommendation
- Fingerprinting and criminal record check information

No material may be placed therein without allowing the teacher an opportunity to file a response based on facts only thereto, and said response shall become a part of said file.

- G. Formal complaints against a teacher shall be brought to the attention of the teacher. The teacher shall receive a copy of any written complaints directed against him/her.
1. The building principal shall investigate all formal complaints against a teacher and discuss the results of the investigation with the teacher.
 2. If a written report of an investigation is prepared by the principal, the teacher shall receive a copy of such report.
 3. If a written complaint and/or a written report of an investigation of a complaint is placed in a teacher's personnel file, the teacher shall be given notice and the teacher may attach a written response. A teacher may request removal from his/her personnel file, any written complaint, and/or written report of an investigation of a complaint, after a two (2) year period unless a teacher's actions are considered unprofessional conduct under the law and the teacher was disciplined based on the complaint. The administrator in charge of personnel will honor the request, if he/she determines that the situation giving rise to the complaint has been corrected and no similar complaints have been received during the two (2) year period and no legal action on the situation giving rise to the complaint is possible.

ARTICLE 4

RIGHTS OF THE BOARD

- A. The Board, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, in conformity with the provisions of this Agreement. These rights shall include, but not be limited to:
1. The executive management and administrative control of the school system and its properties and facilities.
 2. The management, assignment, and direction of the working forces, including the right to hire and promote or to transfer, suspend, discharge, and demote all employees for good cause.

3. The adoption of rules and regulations.
 4. The determination of professional qualifications of employees.
 5. The determination of the number and location of facilities.
 6. The determination of financial and educational policies.
 7. The maintenance of complete control over the management organization, its functions, authority and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5

PROFESSIONAL FEES or DUES and PAYROLL DEDUCTIONS

- A. Teachers may at any time sign and deliver to the payroll office an assignment authorizing deduction of membership dues and/or fees of the Association as per the conditions on forms devised by the Association. Such sums shall be deducted in equal (October through June) installments from the regular salaries of such teachers and remitted promptly to the Association together with an accounting by source. The Association will notify the payroll office in writing of amounts to be deducted by the paydate preceding the paydate deductions are to begin. The Association will reimburse the Board for any sums improperly deducted and remitted to the Association.
- B. In the event a teacher shall not pay the membership dues and/or fees of the Association to the Association or execute an authorization for dues and/or fees deduction in accordance with Section A of this ARTICLE, such teacher as a condition of employment by the Board (to the extent permitted by law), shall cause to be paid to the Association a sum equivalent to the dues and/or fees referred to in Section A. The refusal of such teacher to pay such sum equivalent to the dues and/or fees to the Association shall (to the extent permitted by law) result in payroll deduction of such sum equivalent, as if the teacher has signed and delivered an assignment authorizing such deduction. The Association will notify the payroll office in writing of amounts to be deducted by the paydate preceding the paydate deductions are to begin.

The Association will indemnify and save harmless the Board (to the extent permitted by law) for any and all costs incurred as a result of any challenge to such deductions, including but not limited to: back wages, unemployment compensation, reasonable attorney fees, original transcripts (the Association shall reproduce copies for the Board), and judgments. The Association and the Board shall jointly agree on legal counsel. The Association shall receive timely notice from the Board of any challenge to such deductions so as to afford it an opportunity to intervene to defend its interests.

- C. Upon appropriate written voluntary authorization, the Board shall deduct from the salary of the teacher, and make appropriate remittance, monies for Credit Union or bank deposits, savings bond purchases, insurance options, Association sponsored plans, Flint City income taxes, and annuities.
 - 1. The deduction and remittance shall be for the convenience of the teacher and/or the Association and shall imply no endorsement or liability by the Board.
 - 2. Remittance shall be forwarded in a timely fashion and posted to the Credit Union or bank on or before the payday.
- D. The deductions cited in this ARTICLE shall be made according to payroll procedures established by the Board.

ARTICLE 6

NORMAL WORKING HOURS

- A. The normal teacher work day shall be seven (7) hours and thirty-six (36) minutes in length and shall include a minimum twenty-five (25) minute duty-free lunch period and a minimum forty-five (45) minute planning and conference period at the secondary level and thirty-five (35) minute planning and conference period for elementary teachers. Based on a five day work week, the normal teacher work week shall be thirty-eight (38) hours. The minimum thirty-five (35) minute planning and conference period for elementary classroom teachers shall be scheduled at the beginning of the work day.
- B. During a normal teacher work week a teacher may be assigned up to twenty-five (25) hours of classroom instruction at the high school, twenty-five and one half (25.5) hours at the middle school and twenty-seven (27) hours at the elementary schools. Student supervision shall also be assigned by the building principal such that adequate student control is maintained and such that each teacher assigned to the building assumes an equitable share of this responsibility. However, assigned classroom instruction and assigned student supervision shall not exceed a total of twenty-eight (28) hours during a normal teacher work week.

For 2011-2012 contract year:

Exception: Kindergarten teachers may be assigned up to twenty-eight (28) hours and thirty (30) minutes of classroom instruction during a normal teacher work week. However, kindergarten teachers shall not be assigned student supervision duties beyond supervision of kindergarten students. Kindergarten teachers will receive ninety-five (95) minutes of planning and conference time per section per week in addition to the planning time referred to in paragraph A.

- C. Senior high teachers shall be assigned a maximum of twenty-five (25) classroom instruction periods and a minimum of five (5) planning and conference periods per week, with no classroom instructional period being longer than sixty (60) minutes.
- D. Middle school teachers shall be assigned a maximum of thirty (30) classroom instruction periods and a minimum of five (5) planning and conference periods per week, with no classroom instructional period being longer than fifty (50) minutes.
- E. First - 6th grade classroom teachers shall be assigned a maximum of twenty-seven (27) hours instruction per week. Also, 1st - 6th grade classroom teachers shall be provided with a minimum of one hundred and ninety-five (195) minutes of planning and conference time per week in addition to the planning period provided in Section A of this ARTICLE. Such planning and conference time shall contain at least four (4) blocks of not less than thirty (30) minutes spread over at least four (4) of the five (5) days in a Monday through Friday week. Elementary teachers shall not be required to supervise students while those students are eating lunch.

For 2012-2013 contract year:

Kindergarten - 6th grade classroom teachers shall be assigned a maximum of twenty-seven (27) hours instruction per week. Also, Kindergarten - 6th grade classroom teachers shall be provided with a minimum of two hundred fifty-five (255) minutes of planning and conference time per week in addition to the planning period provided in Section A of this ARTICLE. The structure of blocks for planning will be mutually agreed upon through the school improvement team process and the Kindergarten Restructuring Committee. A letter of understanding will be developed based on the recommendation of these groups.

Elementary teachers shall not be required to supervise students while those students are eating lunch.

- F. Elementary classroom teachers shall be "teamed" to provide adequate recess supervision and to provide a minimum of fifteen (15) minutes per day of relief from classroom instruction and student supervision. When and if instructional specialist service (i.e. Art, Music, and P.E.) is provided to kindergarten classrooms, such service shall endeavor to be scheduled so as to provide kindergarten teachers with this minimum of fifteen (15) minutes per day of relief from classroom instruction and student supervision.
- G. The normal work days/weeks for any teachers not assigned to classrooms on a daily basis (such as librarians, counselors, psychologists, instructional specialists, social workers, etc.) shall be scheduled within the minimum and maximums indicated in Section A of this ARTICLE. Assigned student contact time for these teachers shall not exceed twenty-eight (28) hours per week.

Required travel time exceeding 15 minutes within the work day shall be included when computing the maximum twenty-eight (28) hours. To the extent possible, when elementary classroom instructional specialists positions exist and when additional staffing is not required, the minimum of one hundred ninety-five (195) minutes of planning and conference time for elementary classroom instructional specialists shall contain at least four (4) blocks of not less than thirty (30) minutes each spread over at least four (4) of the five (5) days in a Monday through Friday week.

For 2012-2013 contract year:

The normal work days/weeks for any teachers not assigned to classrooms on a daily basis (such as librarians, counselors, psychologists, instructional specialists, social workers, etc.) shall be scheduled within the minimum and maximums indicated in Section A of this ARTICLE. Assigned student contact time for these teachers shall not exceed twenty-eight (28) hours per week. Required travel time exceeding 15 minutes within the work day shall be included when computing the maximum twenty-eight (28) hours. To the extent possible, when elementary classroom instructional specialists positions exist and when additional staffing is not required, the minimum of two hundred fifty-five (255) minutes of planning and conference time for elementary classroom instructional specialists shall contain at least four (4) blocks of not less than thirty (30) minutes each spread over at least four (4) of the five (5) days in a Monday through Friday week, whenever possible.

- H. In the event students are held in school because of an emergency situation (such as severe weather), teachers shall stay until students are dismissed.
- I. On Fridays and days immediately preceding holiday or vacation periods, the normal teacher work day shall be reduced by ten (10) minutes (at the beginning of the work day for elementary or at the end of the work day for secondary, depending on student supervision needs).
- J. Except for special circumstances, building staff meetings shall not be scheduled more often than weekly. Except for emergency situations, the building principal shall give notice of such meetings in writing by noon of the preceding school day. Building staff meetings shall be scheduled so as not to interfere with the instructional day for students, so as to normally not exceed thirty (30) minutes, and so as not to extend the teacher normal work day by more than fifteen (15) minutes.

Elementary teachers shall not be required to attend district-wide grade level and/or subject meetings during A.M. planning time more than two (2) times during a semester. Any such meetings shall not exceed thirty (30) minutes in length.

- K. Daily preparation for effective teaching, evaluation of student class work, attending meetings, and similar activities require teacher time outside of the classroom and are inherent to the professional responsibilities of a teacher. In addition, PTO activities are an inherent part of a teacher's professional responsibility and teachers are urged to participate. However, a teacher shall not be required to attend more than two (2) such activities, such as receptions or open houses, per school year.

Also, a teacher shall not be required to attend any such activity for more than a three (3) hour period.

- L. Building school improvement chairperson and individual goal chairpersons will be released, if needed, to do school improvement work with the concurrence of building principal.

ARTICLE 7

SPECIAL STUDENT PROGRAMS

- A. *Response to Intervention (RtI) is an integrated, multi-tiered system of instruction, assessment and intervention designed to meet the achievement and behavioral needs of all students.*

In accordance with RtI, teachers will provide research based core instruction to all students (Tier 1). Teachers will collaborate with other professionals to determine supplemental interventions (Tier 2) in addition to core instruction for students who are not meeting grade level standards, based on current data. Progress monitoring of students will determine the need for additional support at Tiers 3 and 4. Teachers will collaborate with other staff members to determine the necessity for additional and/or formal testing of students.

- B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member shall be required to provide school health services for any student except in an emergency.

ARTICLE 8

TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contributions of minority groups to the history, scientific and social development of the United States. The Board agrees to continue to keep the schools well equipped and maintained.

- C. The Board shall make available to teachers in each building adequate duplicating facilities. The Board shall allow adequate copies per school year for each teacher to be run at the district print shop.
- D. The Board shall provide:
 - 1. Adequate desk space for each teacher in the district.
 - 2. Suitable closet space for each teacher to store personal articles.
 - 3. Adequate chalkboard/whiteboard space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts including the teacher edition and all supplemental materials identified in the curriculum, used in each of the courses he/she is to teach.
 - 5. Adequate storage space in each classroom for instructional materials.
 - 6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.
 - 7. The Board will provide a computer in each classroom capable of utilizing district mandated network programs/software for teacher's use.
 - 8. A telephone in each classroom for the teacher's use for confidential professional contacts, when possible.
- E. The Board shall make available in each school adequate restroom lavatory facilities exclusively for teachers' use and at least one room appropriately furnished. The teachers' lounge is for the exclusive use of teachers and building staff during the teacher's day and for one hour thereafter.
- F. When requested by the staff, through the Association, vending machines not requiring plumbing, shall be installed in the teacher's lounge. Such installation and maintenance costs are to be paid from receipts. The proceeds from all such machines shall be used by the teachers in their respective buildings as the majority wishes.
- G. Adequate off street paved parking facilities shall be provided at all main buildings for staff use, and will be properly maintained. Students and staff members will be issued parking permits for designated parking areas.
- H. The Board will continue its efforts to see that teachers are not required to work under unsafe or hazardous conditions.
- I. School facilities, including teachers' lounges and bathrooms, will be cleaned and maintained in a condition adequate to carry out the purpose for which the facility is used.

ARTICLE 9

DEPARTMENT COORDINATOR

- A. Each year, when a position of high school department coordinator is to be filled, the teachers in the high school department shall nominate a candidate and one (1) alternate and submit the names to the high school principal. The high school principal shall make a selection from the two (2) names submitted.
- B. Remuneration is established in APPENDIX B-1. The Association shall be notified of the names of the department coordinators.
- C. Any teacher performing assigned duties of department coordinator without such title may apply in writing to the Associate Superintendent for designation and remuneration of department chairman provided such application shall initially be presented to the building principal for recommendation. A teacher not designated as a department coordinator may decline performance of such duties.

ARTICLE 10

PROFESSIONAL QUALIFICATIONS

- A. All new teachers including substitutes employed by the Board for any regular teaching assignment shall have a bachelor's degree from a NCATE accredited college or university, a provisional, permanent, continuing or professional education certificate, supervised student teaching experience with a certified teacher or teachers in a K-12 school district and shall be deemed "highly qualified" under No Child Left Behind (NCLB) criteria for the position for which they are hired.
- B. All teachers hired for a period of one year or more will be given a standard probationary contract with no provisions to limit the length of the contract other than through current due process for probationary teachers.
- C. The employment of teachers without provisional, permanent, continuing or professional education certification is to be permitted only in cases of absolute necessity when no qualified applicants are available and following an active search by school officials; and the Association shall be notified in each instance. Any person so employed must complete requirements for and obtain provisional, permanent, continuing or professional education certification, or applicable "highly qualified" teacher status under No Child Left Behind (NCLB) criteria to be re-employed for a second year.
- D. The Board, in cooperation with the teacher, shall file for and pursue the renewal of annual vocational authorization permits for teachers certified under Section 390.1165, Rule 65, Administrative Rules Governing the Certification of Michigan Teachers. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be informed of the acceptance or rejection of the renewal immediately.

ARTICLE 11

ASSIGNMENTS, TRANSFERS, VACANCIES and PROMOTIONS

- A. The Association and Board recognize that in the determination of assignments, the interests and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the school district and the students as determined by the Board. Teachers shall be assigned within the scope of their teaching certification and must be “highly qualified” under No Child Left Behind criteria.
- B. In the event a teacher objects to their assignment, the teacher must request in writing to the building principal reasons of such assignment. The building principal will respond in writing within five (5) days of such request. If an objection continues to exist, the Association may, upon the request of such teacher, send a representative to meet with the teacher and the Superintendent or designee, to discuss the assignment.
- C. Teachers who will be affected by changes in assignments will be notified by their building principal as soon as practicable. Such changes will be voluntary whenever possible.
- D. Teacher requests for change in an assignment that would result in a change in assigned building will be considered. However, a teacher whose current Professional Teacher Evaluation indicates one or more areas of “not acceptable” performance ratings and who is working under a mutually developed Individualized Development Plan (IDP) shall not be eligible.
- E. A vacant position is defined as a teaching assignment to be filled directly or indirectly by a new hire, unassigned teacher, or a teacher on lay-off.
 - 1. Vacant positions shall be posted at least seven (7) days in all school buildings and a copy of the posting shall be sent to the President of the Association.
 - 2. Any teacher appropriately certified and “highly qualified” may apply for a transfer to a vacant position.
 - 3. Relevant factors indicated in ARTICLE 11 will be applied before any vacant position is filled with a new hire.
 - 4. It is the responsibility of the teacher to update requests for placement in any potential vacancies with the personnel office on an annual basis. The Board will provide forms for teachers to state their interest in any potential vacancies. Any and all potential vacancies will be posted on the district website and distributed through district e-mail.
- F. Assignments in addition to the normal teaching schedule, and for which there is compensation, are listed in APPENDIX B-1. Placement in such assignments shall be voluntary unless such assignments are directly connected with the teacher's classroom assignment.

When vacancies exist, qualifications being equal, preference for placement in such assignments will be given to a teacher employed under contract with the district. The Board is not obligated to fill any position listed in APPENDIX B-1.

- G. Appointments to Schedule B-1 Athletic coaching positions are for one year only. At the start of each season coaches will receive an evaluation form. At the time of the post season exit meeting, the Athletic Director will evaluate the coach assuring that due process consistent with due process procedures as articulated in 42 LA 555 (1964)* have been followed. That coach will be apprised of his/her status for that sport for the next season and offered a contract if warranted by the evaluation.
*See Appendix E.
- H. Teacher compensation for summer school programs and Driver's Education Program will be in accordance with APPENDIX B-1.
- I. Teacher compensation for Alternative Education/Adult Education high school completion programs will be in accordance with past practice.
- J. Non-load bearing teachers (for whom no FTE is determined) shall identify their home building prior to the first pay of the school year. They will receive their payroll and district information through their home building. Also, they will be considered a member of the home building staff for staff assignment purposes prior to June 1 of a school year.
- K. When it is contemplated that a new administrator(s) (new administrator being defined as a person not currently under administrative contract with the district) will be hired, the position will be posted and teachers will be given an opportunity to apply. Nothing in this Agreement shall limit the Board from reducing its administrative staff and/or reorganizing its administrative staff.

ARTICLE 12

ILLNESS, DISABILITY and BEREAVEMENT

- A. Teachers shall be entitled to ten (10) days, i.e. seventy-six (76) hours, each school year as of the first required work day of said school year. Sick days are to be used only in cases when the teacher's inability to teach is a direct result of illness or disability. Disability resulting from elective surgery or treatment not reasonably related to preservation of health or which may be postponed to non-school year time are not covered by sick days. Disability caused by acts constituting felonies under the laws of the State of Michigan is likewise not covered.

Sick days may be used to obtain medical treatment for those teachers who while not currently disabled could, by acceptable medical certification, become so without such treatment. Such certification must indicate the necessity of such treatment scheduling during school hours.

The Board has the right to require initial or supplemental medical examination by its own doctor and at its own expense.

In the case of serious or chronic illness of more than three consecutive days, a medical statement or certification may be required from a teacher at the discretion of the Superintendent or his designee. Incomplete or inadequate medical certificates may be rejected or supplemental reports required. Sick leave will not be allowed where medical certification is requested and not received. Sick leave days may be accumulated from year to year with no maximum limit. Teachers accumulated sick-leave days will be reported on the payroll statement.

- B. The FEA Short-term Disability Insurance Program - FSTDIP - (formerly the Sick Bank) previously established is hereby continued.
 - 1. Non-tenured teachers and non-tenured members shall contribute one (1) full day (i.e. 7.6 hours) more per year to the FSTDIP than the predetermined contribution figure for teachers or members with tenure or more than four years seniority. This additional day requirement shall cease upon being granted tenure or achieving four (4) years seniority, whichever comes first.
 - 2. At the beginning of each school year, each teacher shall equally contribute to the FSTDIP a sufficient number of days from their accumulated sick leave (in one-half day increments), such that the balance from the previous school year plus the new contributions will bring the FSTDIP up to a minimum of four hundred fifty (450) days (i.e. 3400 hours). In the event that the balance from the previous year exceeds four hundred fifty (450) days, no contributions for the following year will be assessed.
 - 3. The FSTDIP shall be administered by the Association which shall furnish the Board with a report of its status during June of each year.
 - 4. The decisions of the Association relative to the administration of the FSTDIP shall not be subject to the grievance procedures by teachers, by the Association, or by the Board.
- C. Part-time teachers who are employed half time or more, shall be eligible for sick and emergency leave, prorated on the basis of the time worked.
- D. Temporary teachers paid on a day-to-day basis shall not be eligible for sick and emergency leave.
- E. A tenure teacher who is unable to teach because of personal illness or disability and who has exhausted all of his/her accumulated sick leave shall be granted a leave of absence without pay for a duration of such illness or disability, up to one (1) year. The leave may be renewed at the discretion of the Board upon the request from the teacher. A doctor's statement may be required at the discretion of the Superintendent or his designee. Sick leave will not be allowed in those cases in which a doctor's statement is requested and not received. Non-tenure teachers may, at the discretion of the Board, be granted similar leave as described above.

- F. 1. All references to “days” in this article are understood to be equated to hours. Every day is worth 7.6 hours. So a unit member’s accumulated time for purpose of payout in this article may be equated to days by dividing the total hours by a divisor of 7.6 to arrive at the number of days.
2. When the resignation of an employee with ten (10) or more years seniority is accepted by the Board and thereby becomes effective, all accumulated leave shall be automatically terminated and fifty-eight (\$58.00) per day be paid for each day of unused leave up to seventy (70) days. The excess beyond the first seventy (70) days shall be paid at the rate of sixty-two dollars and 50/100 (\$62.50). Members employed before May, 2001 will continue to qualify for terminal payout, regardless of the reason for that termination, of all accumulated leave at the rates outlined in this paragraph.
3. If a teacher terminates his/her employment under either of the following circumstances:
- a. Retirement, prior to regular retirement age, for health reason provided such is medically certified as permanently disabling from teaching in Michigan.
 - b. Death while in the employment of the Board. Payment will be made to the deceased teacher's estate.

All accumulated sick leave days shall be automatically terminated and fifty-eight dollars (\$58.00) be paid for each day of unused leave up to seventy (70) days. The excess beyond the first seventy (70) days shall be paid at the rate of sixty-two and 50/100 (\$62.50).

- G. Leave shall be granted without loss of pay in the event of death in the immediate family. Immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, or relatives living in the same household. Recognizing that the term “family” has changed, unit members may request that persons other than those listed be recognized as family members for the purposes of bereavement leave as outlined in this paragraph. Such requests will be considered by the Board. Such leave shall be granted for a period up to three (3) days, (i.e. 22.8 hours), providing the teacher is attending the funeral or memorial service. In the event the teacher is not attending the funeral, leave will be granted only if the circumstances of such death otherwise requires his/her absence. Five (5) days, (i.e. 38.0 hours), for husband, wife, son, daughter, father, mother, father-in-law and mother-in law.

When in connection with a death in the immediate family additional leave is necessary due to personal circumstances, such leave, not to exceed thirty (30) additional days, (i.e. 225 hours), shall be granted and deducted from accumulated sick days.

- H. In no case shall the leave granted for bereavement be subtracted from the employee's sick or personal days unless it exceeds the time specified in Paragraph G.
- I. In the event of a family medical emergency resulting in the necessary absence from work, a teacher may use sick days for such purposes. For the purposes of this provision, "emergency" shall be defined as a sudden occurrence of which the teacher should not reasonably be expected to have either control or prior knowledge. The number of sick days which can be used for this purpose is limited to a total of three (3) (i.e. 22.8 hours) per school year, non-accumulative from year to year. Should the teacher need more than the three (3) days, (i.e. 22.8 hours), written request to use additional sick days may be made to the administrator in charge of personnel who will consider all factors and approve or deny the request. The teacher may appeal a denial to the Board which shall render a decision. Any administrative or Board approval shall be based on the facts of the individual case and shall not establish past practice for any other case.
- J. When receiving workers' compensation loss of time benefits for work related illness or injury (and long term disability benefits if and when applicable), a teacher may use accumulated sick leave on a pro-rated basis to bring the teacher up to his/her regular pay during such absence in accordance with past practice.

ARTICLE 13

PROFESSIONAL and PERSONAL BUSINESS and ASSOCIATION LEAVES

- A. Teachers may be granted a leave of absence with pay for administration approved visitations at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the sole discretion of the administration.
- B. Three of the ten sick days set forth in Article 12, Section A, may be used for personal leave at the teacher's discretion except for the extension of school recess periods. Teachers who are out of the salary grid may use four of the ten sick days for personal leave.
- C. A leave of absence shall be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court for each day on which he/she otherwise would have been scheduled to work, provided that the teacher states that he/she is presently employed as a teacher. It is the responsibility of the teacher to collect for his/her court services. If the teacher is temporarily excused from jury service for a period of one full day or more, he/she shall report for employment during such periods.

- D. Association days shall be set at fifteen (15). One additional day shall be added for each twenty-five teachers beyond a base of two hundred fifty. The Association shall assume the cost of substitute teachers beyond the fifth day. Officers or designated representatives of the Association will be granted a day's absence upon request for Association business, provided such has prior approval of the Association. The Association President shall transmit written authorization to the Board.
- E. Members shall be allowed to use one personal day to extend one scheduled vacation per school year based on Seniority. Not more than eight members will be allowed per vacation period. All applications must be submitted for the school year by November 1 of that school year to the Office of Personnel. Days will be divided as the following: the high school will be granted 2 days, all other buildings will be granted one.

ARTICLE 14

SABBATICAL LEAVE

- A. Subject to applicable Michigan statutory provisions and any amendments thereto, the Board may grant teachers sabbatical leaves for the purpose of travel or study in pursuit of wider knowledge and greater skills in his/her teaching area(s).
 - 1. No more than two (2) teachers in the district shall be absent on sabbatical leave at any one time.
 - 2. Requests are made in writing to the Superintendent on or before March 1 of the school year preceding the school year for which the leave is sought.
 - 3. The teacher has completed at least seven (7) consecutive full school years of service in the district.
 - 4. The teacher shall agree to remain in the employment of the district for a period of not less than one (1) year following his/her return from sabbatical leave. The teacher shall be required to sign a statement that, should the teacher not return to the employment of the school district, the teacher will reimburse the Board for all sabbatical salary paid the teacher and for all amounts paid to insure the teacher under the provisions of Section B, below.
 - 5. The employee on sabbatical leave will be required to file three (3) reports with the Superintendent. One report shall be presented during the sabbatical containing ideas and objectives which may be utilized upon returning to the school system. One report each semester will be submitted during the year after the person returns from his sabbatical.
- B. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave. Upon return the teacher shall be entitled to advance to the next level on the salary schedule receiving the benefits of the salary increase while on leave, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

During the sabbatical leave the sick leave policy will apply and the Board will continue to make insurance payments.

- C. Teachers on a sabbatical leave will be paid at one-half (1/2) of their annual salary rate for a full year's leave or one-quarter (1/4) of their annual salary rate for a semester's leave.

ARTICLE 15

UNPAID LEAVES OF ABSENCES

- A. The Tenure Act states that a Board may grant a leave of absence upon the written request of a teacher for a period of up to one year subject to renewal at the will of the Board.
- B. The following conditions shall apply to extended leaves of absence contained in this ARTICLE:

Requests for leaves shall be in writing.

1. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
 2. Salary increments shall accrue for leaves listed in Sections C and E below.
 3. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 4. In scheduling a leave of absence, the Board may consider all factors relating to the effect upon students and the economic situations for the teacher; including, but not limited to, the time of year, continuity of education, length of the leave, availability of qualified replacements, grade level, subject, and so forth.
 5. Failure to return at the end of a leave will constitute voluntary termination of employment. The teacher must give one (1) week's notice of return for each month of leave.
 6. The granting of a leave to a non-tenured teacher shall be at the discretion of the Board.
- C. A teacher may be granted a leave without pay for a period not to exceed one (1) year for full time overseas duty in the Peace Corps, for the purpose of participating in exchange teaching programs in other districts or states, or foreign or military teaching programs.
 - D. Upon written application, a leave of absence for up to one (1) year may be granted without pay for study related to the teacher's licensed field or his/her professional growth.

- E. Leave for teachers who are drafted into the military service will be granted in accordance with the requirements of the State of Michigan Law. A teacher affected by this leave must return to his/her teaching duties at the beginning of the school year nearest his/her discharge date from military service, except in case of physical and mental incapacities and/or dishonorable discharge. Every effort shall be made to place returning teachers with physical handicaps. A teacher who received dishonorable discharge will not be considered for placement. Returning teachers shall be eligible for placement in the same salary bracket which they would have attained during their leave without loss of seniority.

No credit for military service shall be granted unless the teacher was an employee of the Board at the time of his/her induction into the military. Whenever a teacher who is a member of a military reserve unit is called to active duty during his/her contractual year, he/she shall be paid the difference between his/her regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for the Board, provided that the total period of such services does not exceed two (2) calendar weeks in any single calendar year.

Before such payment shall be made, the teacher shall file with the administrator in charge of Personnel of the school district 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.

- F. A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff.
- G. A leave of absence not to exceed one (1) year may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office.
- H. Leave for prenatal and/or postnatal child rearing or situations of adoption shall be granted up to one (1) year for tenure teachers. Application for such leave must be made in writing with a reasonable period of notice.
- I. With respect to assignment upon return from a leave granted under this Article, the teacher shall be in no better or worse (except for the seniority not accumulated as a result of the leave) position for having taken the leave.

ARTICLE 16

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and 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 atmosphere conducive to free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Teachers have a responsibility in a democratic society to present equally both sides of any controversial issue.

- B. Academic freedom shall be guaranteed to teachers to study, investigate, present and interpret facts and ideas concerning man, human society, the physical and biological world and other branches of learning, appropriate to the particular students involved. Occasionally instructional methods may need to be adjusted in light of general standards and criteria applying to all teachers.
- C. The exercise of rights under this clause is for the primary purpose of educating students. It is not the purpose of this article to provide a forum for a teacher's personal biases, political ideas, personal animosities, or matters relating to negotiations or grievances.

This clause is not intended to permit denigrating remarks or examples relating to other teachers, administrators, teacher organizations, the Board or its members, students, or members of the community. Nor shall it permit the organization or encouragement of concerted group-student action outside the classroom without prior permission of the principal.

In any individual case the teacher may, beforehand and by specific written detail of a proposed teaching plan, ascertain from a building principal whether such might conflict with this clause.

ARTICLE 17

TEACHER EVALUATION

Note: This article is only enforceable to those bargaining unit members whose employment is not subject to the Teacher Tenure Act (MCL 38.71 to 38.191); it is unenforceable for those bargaining unit members whose employment is subject to the Teacher Tenure Act.

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two times during the school year; one evaluation no later than two months following the teacher's first day of teaching, and one additional evaluation as scheduled by the principal. This does not limit the principal's right to observe at any time.
- B. Evaluations shall continue to be conducted by a qualified building principal or assistant principal or other full-time administrator. Each written observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the classroom performance of a teacher for the purpose of writing evaluation shall be conducted openly and with full knowledge of the teacher. The teacher will be individually notified of a two (2) week period within which observation for written evaluation will be conducted.
- C. A personal interview shall take place as soon as possible following the day of the classroom observation. The administrator shall prepare and submit a written report and recommendations to the teacher within twenty (20) work days of the observation.

- D. Three copies of the formal evaluation shall be signed by the evaluating administrator and the teacher, two signed copies to be returned to the administrator and the third to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- E. At least sixty (60) days before the close of each school year the Board shall provide a probationary teacher with a definite written statement as to whether or not his/her services will be discontinued. If the written evaluation contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.
- F. Tenure teachers shall receive a formal written evaluation at least once during a three (3) year period. However, any teacher who has had a major assignment change or whose last evaluation indicated a "Need for Improvement," as identified on the Professional Teacher Evaluation form, shall receive a formal written evaluation within one (1) year.

Unit members outside of traditional classroom teacher roles (i.e. Psychologist, Social Worker, Counselor, Media Specialist, and Student Advocate) will be evaluated using an anecdotal format.

ARTICLE 18

PROFESSIONAL BEHAVIOR

Note: With the exception of Section A and the second sentence of Section C below, which apply to all bargaining unit members, this article is only enforceable as to bargaining unit members whose employment is not subject to the Teacher Tenure Act (MCL 38.71 to 38.191); it is unenforceable for those bargaining unit members whose employment is subject to the Teacher Tenure Act.

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of any leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in school buildings.

In recognition of the concept of progressive correction, the teacher shall first be verbally reprimanded about alleged delinquencies. And, future violations may be reduced to writing indicating expected correction, and indicating a reasonable period for correction. All discipline shall be administered in the most professional manner under the particular circumstances.

The Board has the right under the teacher's Tenure Act to suspend a teacher when the action of a teacher warrants it and progressive corrective discipline would not be applicable.

- C. Any discipline of a teacher shall be based on just cause and be subject to the Professional Grievance Procedure outlined in ARTICLE 28. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE 19

PROFESSIONAL IMPROVEMENT

- A. The parties support and encourage the principle of continuing education to teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

ARTICLE 20

REDUCTIONS IN PERSONNEL

Note: With the exception of Section B.3 below, which applies to all bargaining unit members, this article is only enforceable as to bargaining unit members whose employment is not subject to the Teacher Tenure Act (MCL 38.71 to 38.191); it is unenforceable for those bargaining unit members whose employment is subject to the Teacher Tenure Act.

- A. The Association and Board recognize that the following conditions may necessitate a reduction in professional teaching staff:
1. Unfavorable financial condition of the district.
 2. Substantial reduction in student enrollments.
 3. Phasing out certain programs through legislative or school board action.
- B. Should it necessary to reduce staff, the following procedure will be used:
1. Probationary employees (non-tenure) will be laid off first provided there are tenure teachers in the district, certified and qualified and deemed “highly qualified” under No Child Left Behind (NCLB) criteria to perform the services of the probationary teacher.
 2. If further reduction is necessary, tenure teachers will be laid off on the basis of seniority, certification and NCLB “highly qualified status for the vacant assignment in the district. When seniority, certification and NCLB “highly qualified” status for the position are equal between teachers, the determining criteria will be used by the Board in this order to select the teacher to be retained. The Board will consider (A) majors, (B) minors, (C) previous experience in the district, (D) advanced degrees, and (E) previous experience outside the district. When seniority and certification are equal between teachers, the following determining criteria will be used by the Board in order to select the teacher to be retained: the last four digits of the social security number of each affected teacher will be examined.

Seniority will be awarded in the order of the highest number represented by the four digits first on the seniority list and the lowest number being last on the seniority list for that group of teachers.

3. Seniority will be defined as non-terminated full-time and/or prorated part-time experience in the district from the first day of employment immediately following last date of hire.
- C. The Association will be given the opportunity to review any lay-off list prior to notification of individual teachers.
- D. Recall shall be in the inverse order and in consideration of factors set forth in Paragraphs B 1-3. Upon recall, the teacher's seniority and accrued rights shall be reinstated as they existed at time of lay off.
- E. After notification of recall by certified letter to last known address, a teacher shall have two weeks to accept recall by certified letter. Failure to respond shall constitute voluntary termination of employment.
- F. Teachers on layoff may request to be placed on a specific building's Preferred Substitute list, provided that such teachers indicate availability for such work to the personnel office and such availability is maintained.

ARTICLE 21

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, engage in a strike as defined by the Public Employment Relations Act.
- B. The Board agrees that they will not, during the period of this Agreement, engage in unfair labor practices as defined by the Public Employment Relations Act.
- C. Whenever scheduled school is canceled, due to acts of God, teachers shall not be required to report, or to remain in school after the premises have been cleared of students.

ARTICLE 22

SCHOOL CALENDAR

- A. The school calendar shall be arrived at by mutual agreement between the Board and the Association.

- B For the term of this Agreement the school calendar shall be as set forth in APPENDIX A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- C. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the Administration, City, and County or State health authorities, will be rescheduled at the end of the school year, unless at a time otherwise agreed to, to insure that the district receives full state aid entitlement as determined by the Michigan Department of Education. Teachers shall not be docked for closure on student instruction days but they shall consequently make up any rescheduled days at no additional pay or cost to the district.

ARTICLE 23

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in APPENDIX B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All new teachers shall be given up to eight (8) years credit on the salary schedule set forth in APPENDIX B for teaching experience in other Michigan school districts or other teaching experience in school districts of similar standing. Up to four years credit shall be given on the salary schedule set forth in APPENDIX B for teaching experience in private or parochial schools. Application to the terms of this paragraph is not retroactive to a date before this agreement is in force.
- C. Initial placement on the salary schedule will reflect a half-year's experience elsewhere. In addition, the half-year steps will be applied as follows: Teachers working one-half (1/2) day for the entire year or working full days for one entire semester shall be awarded one-half (1/2) year's credit on the appropriate increment level.
- D. Teachers involved in extra duty assignments as set forth in ARTICLE 11 Paragraph G and in APPENDIX B-1 which is attached to and incorporated in the Agreement shall be compensated in accordance with the provisions of this Agreement. At the option of the individual teacher:
 - 1. Pay over the season or the duration of the activity, or
 - 2. One lump sum check at the end of the season or activity.
- E. Degree schedules shall be interpreted as follows:
 - BA - Any Bachelor degree.

BA+ - For teacher graduates of 1970 and prior, any Bachelor degree plus 15 graduate semester hours earned after the date of completion of requirements for the BA degree, or

For graduates after 1970, any Bachelor degree plus 18 graduate semester hours earned after the date of completion of requirements for the BA degree.

MA - Master's degree.

MA+15 - Master's degree plus 15 graduate semester hours earned after the date of completion of requirements for the Master's degree.

MA+30 - Master's degree plus 30 graduate semester hours earned after the date of completion of requirements for the Master's degree.

All graduate credit earned for the purpose of salary advancement and certification after June 30, 2009 shall be from the Michigan Department of Education approved program list of universities and must be related to the teacher's assignment or future educational career goal.

Teachers enrolled in degree granting graduate programs prior to June 30, 2009 will be allowed to complete the degree program.

- F. Teachers required, in the course of their work, to drive their personal automobiles shall receive the current allowable U.S. Internal Revenue mileage rate per mile. The teachers shall have such automobiles insured under their own policies. The Board will continue its general liability policy but such shall not be in lieu of personal insurance.
- G. Whenever salary is to be deducted from any teacher because of work missed which is not covered under any leave policy stated in this Agreement, the salary shall be deducted at a ratio of 1/teacher days per calendar year of the teacher's contracted salary for each day missed. No deduction shall be made for any extra duty assignment, unless the teacher or coach is absent during the time or season the extra assignment is in progress.
- H. Pay will be issued bi-weekly through direct deposit at a bank or credit union of the teacher's choice in accordance with the approved yearly calendar. All teachers' W-2 forms will be given to the teacher in a sealed envelope.
- I. To determine the gross bi-weekly amount, contractual salaries will be divided (1) by 26 or (2) by the amount of pay dates from the opening of school through the end of the school year. If the contractual salary is divided by 26, bi-weekly payroll deposits will continue throughout the summer months. The contractual salary will be paid to teachers, less withholding tax and social security, all itemized separately. A statement of gross earnings up to said payment will be included in each payroll statement.
- J. No teachers shall be hired above their qualified steps on the salary schedule.

K. If a teacher is required to substitute teach and/or supervise for another teacher during the time the teacher is normally scheduled for a planning and conference period, the teacher shall receive the curriculum/overage rate prorated to the nearest minute. Curriculum/Coverage Rate will be paid as identified in Appendix B-1. This section shall not apply to voluntary "trade-offs" arranged by teachers and administrators.

L. An annual longevity service award shall be paid to all eligible teachers based on the teacher's years of service to Flushing Community Schools as of the preceding June 30:

2011-2012 & 2012-2013

20 years: \$1450.00

25 years: \$2600.00

M. Kindergarten teachers required to do extra conferences in order to meet with all parents will be paid for additional time above and beyond their normal work day at the Curriculum/Coverage Rate as identified in Appendix B-1.

ARTICLE 24

INSURANCE

A. 2011-2012

The Board shall pay 90% of each full-time teacher's annual insurance cost for coverage from Group I, Group II, and Group III listed below. Teacher must select only one coverage level from each group. The teacher shall pay the remaining 10% of the annual insurance cost on a pre-tax basis.

2012-2013

The Board shall pay 85% of each full-time teacher's annual insurance cost for coverage from Group I, Group II, and Group III listed below. Teacher must select only one coverage level from each group. The teacher shall pay the remaining 15% of the annual insurance cost on a pre-tax basis.

GROUP I – Health Insurance Coverage (2011-2012 & 2012-2013)

Health Insurance would be provided by BCBS as follows:

- (a) Blue Cross Blue Shield Community Blue with the following benefits:
- Deductible \$100/\$200, 10% coinsurance up to a maximum of \$500/\$1,000
 - CB-OV\$10 (\$10 Office Visit Copay)
 - CBC-MT \$20 - \$20 Chiropractic OV Copay to allowable 24 visits per calendar year
 - CB-ET \$100 (Emergency room copay)
 - Add health care reform for all mandated benefits and services
 - HCA (Hearing Care)
 - PCD and PCI (Includes medical services for contraceptive devices and injections and waives copay)

- DC26BD (Dependent Continuation up to 27th birthday)
- XVA (exclude voluntary abortions)
- No 4th quarter carryover deductible.

2011-2012:

- \$0/\$5/\$20-OTC and Market Value/Generic/Brand 0-34 days retail or mail order, \$0/\$10-OTC and Market Value/Generic 35-90 day supplies retail or mail order, \$40 Brand 35-90 days mail order only.

2012-2013:

- \$0/\$10/\$25-OTC and Market Value/Generic/Brand 0-34 days retail or mail order, \$0/\$20-OTC and Market Value/Generic 35-90 day supplies retail or mail order, \$50 Brand 35-90 days mail order only.

Reimbursement:

- 100% In-network coinsurance reimbursable one time per calendar year. Member must submit most recent EOB for reimbursement. Reimbursement will be made in February of the following year by Flushing Community Schools following verification of percent coinsurance.

-OR-

- (b) Blue Cross Blue Shield Community Blue PPO with the following riders:
- Deductible \$250/\$500
 - CB-OV\$10 (\$10 Office Visit Copay)
 - CBC-MT \$25 - \$25 Chiropractic OV Copay to allowable 12 visits per calendar year
 - CB-ET \$100 (Emergency room copay)
 - Add health care reform for all mandated benefits and services
 - HCA (Hearing Care)
 - PCD and PCI (Includes medical services for contraceptive devices and injections and waives copay)
 - DC26BD (Dependent Continuation up to 27th birthday)
 - XVA (exclude voluntary abortions)
 - No 4th quarter carryover deductible.

2011-2012:

- \$0/\$5/\$20-OTC and Market Value/Generic/Brand 0-34 days retail or mail order, \$0/\$10-OTC and Market Value/Generic 35-90 day supplies retail or mail order, \$40 Brand 35-90 days mail order only.

2012-2013:

- \$0/\$10/\$25-OTC and Market Value/Generic/Brand 0-34 days retail or mail order, \$0/\$20-OTC and Market Value/Generic 35-90 day supplies retail or mail order, \$50 Brand 35-90 days mail order only.

Reimbursement:

- In-network deductible reimbursable after first \$100/\$200 up to a maximum \$150/\$300, one time per calendar year. Member must submit most recent EOB for reimbursement. Reimbursement will be made in February of the following year by Flushing Community Schools following verification of percent coinsurance.

-OR-

- (c) An additional salary amount of one hundred twenty dollars (\$120) per month. At the option of the teacher this additional salary can be converted to the annuity program of choice.

GROUP II – Dental Insurance Coverage (2011-2012 & 2012-2013)

- (a) The Board shall pay the full cost of the Blue Cross Blue Shield Dental Insurance Plan for each employee covered by this agreement, with such plan to cover the employee and the employee's dependents. This plan will coordinate with any other dental plan covering employees of Flushing Community Schools per standard coordination of benefits. Level of benefits will be as defined per brochure incorporated as Appendix G.

- OR-

- (b) An additional salary amount of twenty dollars (\$20) per month. At the option of the teacher this additional salary can be converted to the annuity program of choice. (This option may be elected only if teacher is covered with dental insurance through spouse.)

GROUP III – Vision Insurance Coverage (2011-2012 & 2012-2013)

- (a) The Board shall pay the full cost of the SET/SEG Vision Insurance Plan for each employee covered by this agreement, with such plan to cover the employee and the employee's dependents. This plan will coordinate with any other vision plan covering employees of Flushing Community Schools per standard coordination of benefits. Level of benefits will be as defined per brochure incorporated as Appendix F.

-OR-

- (b) An additional salary amount of ten dollars (\$10) per month. At the option of the teacher this additional salary can be converted to the annuity program of choice. (This option may be elected only if teacher is covered with vision insurance through spouse.)

- B. Teachers teaching less than full time shall be eligible to elect coverages from A above on the same basis as full time teachers. However, such teachers would be responsible for a prorated share of the premiums on a payroll deduction basis.
- C. The Board shall continue to provide long term disability insurance coverage for all teachers without payment of premium by the teacher. The coverage shall continue to be at 66-2/3% of annual contractual salary with set-offs (when applicable) from worker's compensation, social security and state retirement benefits. Such set-offs shall not include COL increases after such benefits commence. Benefits shall continue to be payable beginning the 91st day of disability.
- D. The Board shall provide to each full-time teacher, without payment of premium by the teacher, group life insurance coverage, plus an equal amount of group term accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000).
- E. The Board shall provide to each teacher teaching less than full time a pro-rated amount of the coverage indicated in D above.
- F. In the event that an employee is absent because of illness or injury and has exhausted accrued sick leave, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- G. The Board shall make payment of insurance for all teachers who complete their contractual obligation to assure insurance through June 30th of each school year; provided, however, that if a teacher receives notice of reasonable assurance of re-employment for the following school year, the teacher shall be provided insurance coverage for the months of July and August as well; and further provided, that a teacher who does not receive notice of reasonable assurance of re-employment for the following school year, but who is nonetheless re-employed by the District no later than the end of September of the following year, the District shall reimburse such teacher his/her costs of maintaining insurance coverage under COBRA for the months of July and August. Teachers recalled will receive reimbursement within 30 days of their recall date.
- H. The Board agrees that it is the Board's responsibility to inform all teachers of the insurance benefits due them.
- I. The insurance benefits to all eligible teachers become valid only when the appropriate form is submitted to the personnel office. It is the teacher's responsibility to see that all appropriate forms are submitted.

ARTICLE 25

SPECIAL and STUDENT TEACHING ASSIGNMENTS

- A. Assignments for the Driver Education Program will be made by the Board on the basis of preference to tenure teachers regularly employed in the district during the normal school year. Teachers shall be compensated according to the salary schedule as set forth in APPENDIX B-1.

- B. Supervisory teachers of student teachers shall be selected on a voluntary basis from among those teachers deemed qualified by the administration and who have attained tenure or have had equivalent teaching experience.
- C. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the district by the placing university shall be administered by the Joint Professional Advisory Committee for enrichment purposes. Individual buildings shall be given the opportunity to submit specific recommendations.
- D. The Board agrees to make available to supervising teachers of university or college-placed student teachers a sufficient number of copies for student teachers of texts, guides, building policies, and the current negotiated Agreement.

ARTICLE 26

STUDENT DISCIPLINE and TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them must be reasonable and just, and in accordance with written Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student, who, in the opinion of the teacher needs special assistance. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. A teacher may temporarily remove a pupil from one class or subject when the student's behavior is disruptive to the educational process. The student shall not be returned to the class/subject for that day, unless returned personally or directed in writing to return by the administration. In such cases, the teacher will furnish the principal, in writing, full particulars of the incident prior to the beginning of the next class period. If a student is excluded during the last class period of the day, the teacher will report the incident immediately after the class. No student shall be returned to the instructor without a written statement from the principal detailing action taken.
- C. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the administration. In the event of such an assault, the teacher involved may request assistance of the administration in such matter. These requests shall be made in writing to the administration which shall make a determination as to whether the conduct of the teacher making such a request justifies any assistance from the administration, and the extent thereof. The decision of the administration shall be final. In the event the request justifies assistance, the administration will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

- D. If any teacher is complained against or sued as a result of an act taken by the teacher while performing educational assignment, the Board after thoroughly investigating and finding that the alleged act was within the scope or limits of written Board policy, will provide legal counsel and will render all necessary assistance as determined by the Board, to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this ARTICLE, not compensable under worker's compensation shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction or in violation of Board policy.
- F. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher concerned.
- G. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers.

ARTICLE 27

JOINT PROFESSIONAL ADVISORY COMMITTEE

- A. There is hereby established a Joint Professional Advisory Committee. The Superintendent or his/her designee and the President of the Association or his/her designee shall act as non-voting co-chairs of this committee. There shall be a minimum of three (3) representatives appointed by the Board or their designee, and three (3) representatives appointed by the Association. One representative from each party shall be selected from the elementary, middle school and senior high.

The Committee shall meet at least once each month to discuss such matters as teaching techniques, curriculum, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, and educational specifications for buildings. It is understood by the parties that these meetings shall not be held during the regular school day. It is further understood that the members of this committee or any member of its subcommittees shall not receive any pay or released time to conduct these meetings.
- B. The Committee may recommend appropriate professional subcommittees to investigate and make written proposals that will improve the educational process. It is understood that each sub-committee shall work in an ad hoc capacity. It is further understood that the Board must approve all projects that require the expenditure of school district funds and may refuse to provide funds for any project not deemed educationally sound.
- C. The clerical expenses of the committee or its sub-committees shall be borne by the Board.
- D. All reports of the committee or its sub-committees, including their recommendations, shall be submitted in writing to all members of the committee as well as the Board and Association.

- E. The parties agree that the committee and its sub-committees serve in an advisory capacity only, and that failure of the Board to place any of its recommendations into effect shall not constitute the basis for a grievance.
- F. The Board's decision to accept or reject any proposal is final and binding on all parties and is not subject to appeal.

ARTICLE 28

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any Article or Section of this Agreement, or any rule, order, or regulation of the Board affecting wages, hours, terms or conditions of employment of any member of the unit. Non-renewal of a probationary (as defined by the tenure law) teacher's service is specifically excluded from the grievance procedure.

A teacher, the Association or the Board's designee may process a grievance by adhering to the following procedure:

- B. Grievances shall be initiated by a STEP ONE discussion within fifteen (15) school days of the occurrence or fifteen (15) school days of the date when the grievant should reasonably have had knowledge of such occurrence.
- C. STEP ONE: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal, or at the level appropriate to the nature of the grievance, either personally or accompanied by his/her Association representative.
- D. STEP TWO: If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in annexed APPENDIX C., signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within four (4) school days of the STEP ONE discussion.

If the grievance involves more than one school building, it may be filed with an appropriate representative designated by the Superintendent.

- E. Within four (4) school days of receipt of the grievance, the principal, or appropriate designee, shall meet with the grievant in an effort to resolve the grievance. The principal, or appropriate designee, shall indicate his/her disposition of the grievance in writing within four (4) school days of such meeting, and shall furnish a copy thereof to the grievant.
- F. STEP THREE: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within four (4) school days of such meeting or eight (8) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent.

Within seven (7) school days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within four (4) school days of such meeting, and shall furnish a copy thereof to the grievant.

- G. STEP FOUR: If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within four (4) school days of such meeting, or eight (8) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the grievant on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the grievant.
- H. STEP FIVE: If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted, upon approval of the Association and within twenty (20) school days, to arbitration before an impartial arbitrator. An arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The parties agree that the arbitrator shall be bound by the rights and responsibilities that the legislature has conferred on the Board. In rendering decisions, the arbitrator shall not infringe upon those rights and responsibilities except as they may be specifically conditioned by this Agreement. Both parties agree to be bound by the award of the arbitrator. Either party may appeal this decision to a court of competent jurisdiction.

- I. The fees and expenses of the arbitrator shall be shared equally by the Board and Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- J. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated.
- K. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Any grievance not advanced to the next step by the grievant within the time Limit in that step, or if no time limit is specified within four (4) school days, shall be deemed abandoned. Physical presence of the grievant shall be required at each step of the grievance procedure. Upon termination of the teachers' contract, all rights and privileges of this Agreement are forfeited.

- L. Prior to the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- M. If a teacher, not under suspension, is called by the Board or the Association to meetings held by a mediator or arbitrator during the school day of any professional grievance proceeding, including arbitration, the teacher shall be released from regular duties without loss of salary.
- N. If the Flushing Educational Association or the grievant chooses to seek redress by any means other than the grievance procedure, such as the Tenure Act, MERC, etc., he/she is barred from pursuing the matter through the grievance procedure.

ARTICLE 29

NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will 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.
- B. Beginning not later than May 1 of the calendar year in which this Agreement expires, the teacher organization and the Board agree to initiate negotiations for the purpose of entering into a successor Agreement in accordance with the procedure set forth herein in good faith efforts to reach agreement concerning teacher's wages, hours and conditions of employment. Any Agreement so negotiated shall be reduced to writing and signed by the Board and the Teacher organization.
- C. Neither party in any negotiations shall have any control over selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of the final Agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE 30

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties.
- B. This agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment for agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- D. If any provision of this Agreement is found contrary to law, then such provision shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled "Professional Agreement between the Flushing Community Schools and Local 10 MEA/NEA (Flushing Unit)" shall be sent to staff in an electronic PDF format within thirty (30) days after this Agreement is signed and presented to all teachers now employed and thereafter employed. Any teacher requesting a printed copy shall do so in writing to the Office of Personnel. Further, that the Board shall furnish additional hard copies of the Master Agreement to the Association as needed when requested by the FEA President.
- F. A teacher must report unavailability for work no later than one hour before the start of the teacher's work day. The teacher shall be required to report only once for each absence and will be informed of the process to follow.
- G. The Board will pay for the school-administered TB tine test.
- H. In the event of annexation, consolidation or dissolution of the school district, the provisions of this Agreement shall be binding on the successor(s) to the Board to the extent permitted and/or required by law.
- I. In the event that during the life of this agreement the sixth grade is placed in the Middle School Building, agreement provisions related to elementary teachers shall continue to be applied if a "self-contained classroom" structure is continued. If however, the sixth grade structure is changed to middle school type scheduling, the agreement provisions related to middle school teachers shall be applied.
- J. In the event that provisions of No Child Left Behind (NCLB) criteria for "highly qualified" teachers are no longer mandated by law, it is agreed that all references to same found in this collective bargaining agreement will be inoperable and moot from the date of such change in law.
- K. Teacher Performance Pay Study Committee will be formed for the purpose of developing and recommending a performance pay format to the next contract negotiation teams. The committee will consist of an equal number of individuals representing the unit and Board of Education.

ARTICLE 31

CLASS SIZE

- A. 1. Elementary class size will be defined as the number of pupils included on the teacher's assigned class list on the official membership count dates. Special education students who are in a self-contained special education classroom and mainstreamed for not more than two hours per day are not to be included in determining class size under this article; furthermore, no more than three mainstreamed students can be sent to any teacher's classroom per class period.
- 2. Secondary class size will be defined as the number of pupils included on the teacher's assigned class list on the official membership count date established by the Michigan Department of Education.

B. Maximum class sizes for elementary classroom teachers shall be as follows:

Kindergarten	25
Grade 1	27
Grades 2-6	28

Maximum class sizes for elementary teachers with "split" grade level classes shall be two (2) pupils less than each of the maximum numbers indicated above.

In the event a kindergarten class size exceeds the maximum agreed to (in no classroom more than 3 pupils above) the kindergarten teacher shall be paid seven dollars (\$7.00) per student, per day that the teacher's actual class size (a.m. or p.m. session) exceeds that maximum class size. In the event an elementary class size (1st-6th grade) exceeds the maximum agreed to (in no classroom more than 3 pupils above) the 1st-6th grade teacher shall receive eleven dollars (\$11.00) per student, per day that the teacher's actual class size exceeds the maximum class size.

When assigning pupils to classrooms above the indicated maximum class sizes after the official membership count day, the most senior teachers (not already three over maximum) at that grade level in that building where the pupil has been assigned shall have first opportunity to take additional pupils before those pupils are assigned to the least senior teacher at that grade level in that building (not already three over maximum).

- C. A team of classroom teachers, with the concurrence of the building principal and all of the classroom teachers involved in the team, may increase some of the class sizes within the team above the maximums indicated in B above. However, in such cases there must be corresponding decreases of the remaining classes within the team below the maximums so as not to exceed the maximums indicated in B above on an average basis.

- D. The maximum secondary school class size per regular classroom teacher (excepting physical education and music), shall not exceed an average of 31 students (155 students per five class period assignment or 186 students for six period assignment). Additionally, no individual class may exceed 34 students.
1. In the event a class (on or after the official membership count day) exceeds the class size maximum at the secondary grades, and the excess students will not be reassigned, that teacher shall be compensated for each additional pupil for each school day at the rate of \$1.50 per pupil, per class, per day, to be paid at the end of each semester retroactive to the first day of overage.
- E. In the event enrollment in the district exceeds current available classroom space, both parties agree to renegotiate maximum class sizes.
- F. During each semester of this Agreement, the following listed persons shall meet as a group and review any teacher concerns related to class sizes at the secondary schools, provided that the concerns have been thoroughly reviewed at the building level:

The President of the Board
The President of the Association and a designee
The Superintendent of Schools and a designee
The High School and Middle School Principals
The High School Department Coordinators
The Executive Director for Curriculum and Instruction

ARTICLE 32

MODEL PROGRAM

- A. Mutually agreed upon model programs conceptualized through collaboration between teachers and administration may result in deviations from contractual clauses. The implementation of such programs will be subject to FEA Executive Board and Board approval. Information pertinent to said program shall be made available to all parties within one year of its inception and will be utilized in the determination of the potential future of said program. The Board has no obligation to continue such model programs past the current period.

ARTICLE 33

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 14, 2011 and shall continue in effect until August 1, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Flushing Education Association

Larry D. Juppett
President

Flushing Board of Education

John C. Ahn
President

John D. McGuire
Secretary

Nancy S. Protogot
Secretary

Larry D. Juppett
Negotiator - Chairman

Timothy J. Steen
Superintendent of Schools

9/14/11
Date

**APPENDIX A
2011-2012 School Year**

† - Potential Calendar Change with Letter of Understanding due to Testing Off-Site Availability.

^ - Early Release Days
Grades K-12 - 3 days
Grades 1-12 - 3 days

¥ - 2 Hour Professional Development Weeks :

September 26-30, 2011
February 21-24, 2012

October 24-28, 2011
March 12-16, 2012

January 9-13, 2012
April 16-20, 2012

August 2011							STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>				
	1	2	3	4	(5)	6	Aug. 30 Teacher First Full Work Day 7:30 a.m. - 3:45 p.m. (2 hr. max. staff meeting)	0.5 Elem.	1.5 Elem.	2.0 Elem.
							Aug. 31 AM Teacher PD Day (PLC) PM Teacher Work Day 7:30 a.m. - 3:45 p.m.	0.5 Sec.	1.5 Sec.	2.0 Sec.
7	8	9	10	11	12	13				
14	15	16	17	18	(19)	20				
21	22	23	24	25	26	27				
28	29	[30]	[31]							

September 2011							STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>				
				[1]	(2)	3	Sept. 1 AM Teacher PD Day Sec. and Elem.: 7:30 a.m. - 11:15 a.m.	18.5 Elem.	0.5 Elem.	0.5 Elem.
							Sept. 2 No Work	19.0 Sec.	0.5 Sec.	19.5 Sec.
							Sept. 5 No School Labor Day			
							*Sept. 6 Elementary: AM Students (PM Kindergarten in AM) PM Teacher Work Day Secondary: Full Day Students			
4	5	*6	7	8	9	10	Sept. 26-30 2 Hour PD Week			
11	12	13	14	15	(16)	17	Sept. 28 Early Release Day: Grades 1-12			
18	19	20	21	22	23	24				
25	¥26	27	^28	29	(30)					

Bold: Teacher Work Days
[] No School for Students
() Pay Dates



Half Day for Teachers
Half Day for Students
^ Early Release Days

Italicized - No School
* - See Notes to Right
¥ - 2 Hour PD Weeks

**APPENDIX A
2011-2012 School Year**

October 2011							STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS		
							*Oct. 5	Fall Membership Count Day	20.5 Elem.		0.5 Elem.	21.0 Elem.
							Oct. 24-28	2 Hour PD Week	21.0 Sec.			21.0 Sec.
							Oct. 26	Early Release Day: Grades 1-12				
							*Oct. 28	Elementary: AM Students PM Teacher Work Day				
								All Kindergarten - No School AM - Kindergarten PLC PM - Kindergarten Teacher Work Day				
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>						
						1						
2	3	4	*5	6	7	8						
9	10	11	12	13	(14)	15						
16	17	18	19	20	21	22						
23	¥24	25	^26	27	*(28)	29						
30	31											

November 2011							STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS		
							Nov. 1	Elementary PTC 4:15 - 8:30 p.m.	19.0 Elem.		1.5 Elem.	20.5 Elem.
							Nov. 2	Secondary PTC 3:30 - 7:45 p.m.	19.0 Sec.		1.5 Sec.	20.5 Sec.
							Nov. 3	Elementary PTC 4:15 - 8:30 p.m.				
								Secondary PTC 3:30 - 7:45 p.m.				
							Nov. 4	K-12 - No School End of First Marking Period <i>(In lieu of working PTC)</i>				
							Nov. 24 - Nov. 25	Thanksgiving Break				
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>						
		1	2	3	4	5						
6	7	8	9	10	(11)	12						
13	14	15	16	17	18	19						
20	21	22	23	24	(25)	26						
27	28	29	30									

December 2011							STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS		
							Dec. 7	Early Release Day: Grades K-12 <i>(No PM Kindergarten)</i>	16.0 Elem.			16.0 Elem.
							Dec. 23 - Dec. 31	Winter Break	16.0 Sec.			16.0 Sec.
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>						
				1	2	3						
4	5	6	^7	8	(9)	10						
11	12	13	14	15	16	17						
18	19	20	21	22	(23)	24						
25	26	27	28	29	30	31						

Bold: Teacher Work Days
[] No School for Students
() Pay Dates



Half Day for Teachers
Half Day for Students
Early Release Days

Italicized - No School
* - See Notes to Right
¥ - 2 Hour PD Weeks

**APPENDIX A
2011-2012 School Year**

January 2012						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2	3	4	5	(6)	7
8	¥9	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	24	*25	*26	*27	28
29	30	31				

		STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS
Jan. 3	School Resumes	19.0		1.0	20.0
Jan. 9-13	2 Hour PD Week				
Jan. 16	No School MLK Day	18.5		1.5	20.0
*Jan. 25 - *Jan. 27	Secondary: AM Only Students (Exams) PM Teacher Work Day				
*Jan. 27	Elementary: No School Teacher Work Day				

February 2012						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			^1	2	(3)	4
5	6	7	*8	9	10	11
12	13	14	15	16	(17)	18
19	20	¥21	22	23	24	25
26	27	28	29			

		STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS
Feb. 1	Early Release Day: Grades K-12 (No AM Kindergarten)	19.0			19.0
*Feb. 8	Membership Count Day	19.0			19.0
Feb. 17 - Feb. 20	Mid-Winter Break				
Feb. 21-24	2 Hour PD Week				

March 2012						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				1	(2)	3
4	5	6	^7	8	9	10
11	¥12	13	14	15	(16)	17
18	19	20	21	22	23	24
25	26	27	28	29	(30)	31

		STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS
† March 6	MME Test	21.0		1.5	22.5
† March 7	MME Test				
† March 8	MME Test				
March 7	Early Release Day: Grades 1-12	21.0		1.5	22.5
March 12-16	2 Hour PD Week				
March 26	Elementary PTC 4:15 - 8:30 p.m.				
March 27	Secondary PTC 3:30 - 7:45 p.m.				
March 28	Elementary PTC 4:15 - 8:30 p.m. Secondary PTC 3:30 - 7:45 p.m.				
March 30	K-12 No School End of Third Marking Period (In lieu of working PTC)				

Bold: Teacher Work Days
[] No School for Students
() Pay Dates



Half Day for Teachers
Half Day for Students
^ Early Release Days

Italicized - No School
* - See Notes to Right
¥ - 2 Hour PD Weeks

APPENDIX A 2011-2012 School Year

							STUDENT DAYS	PROF DAYS	WORK DAYS	TEACHER DAYS
April 2012										
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>				
1	2	3	4	5	6	7				
8	9	10	11	12	(13)	14				
15	¥16	17	18	19	20	21				
22	23	24	25	[26]	(27)	28				
29	30									
April 2 - April 6							15.0 Elem.	1.0 Elem.		16.0 Elem.
April 16-20							15.0 Sec.	1.0 Sec.		16.0 Sec.
April 26										
May 2012										
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>				
		1	2	3	4	5				
6	7	8	^9	10	(11)	12				
13	14	15	16	17	18	19				
20	21	22	23	24	(25)	26				
27	28	29	30	31						
May 9							22.0 Elem.			22.0 Elem.
May 28							22.0 Sec.			22.0 Sec.
June 2012										
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>				
					1	2				
3	4	5	*6	*7	*(8)	9				
10	11	12	13	14	15	16				
17	18	19	20	21	(22)	23				
24	25	26	27	28	29	30				
*June 6 - *June 8							5.0 Elem.		1.0 Elem.	6.0 Elem.
*June 7							4.5 Sec.		1.5 Sec.	6.0 Sec.
*June 8										
							175.0 Elem. <i>(174.0 Full 2.0 Half)</i>	2.0 Elem.	7.5 Elem.	184.5 Elem.
							175.0 Sec. <i>(172.0 Full 6.0 Half)</i>	2.0 Sec.	7.5 Sec.	184.5 Sec.

Bold: Teacher Work Days
 [] No School for Students
 () Pay Dates

—
 ^ O
 ^

Half Day for Teachers
 Half Day for Students
 Early Release Days

Italicized - No School
 * - See Notes to Right
 ¥ - 2 Hour PD Weeks

School Calendar 2012-2013

The 2012-2013 school calendar will be mutually agreed upon prior to the end of the 2011-2012 school year.

APPENDIX A-1

PROFESSIONAL DEVELOPMENT

Thirty (30) hours of Professional Development are required by state law of each teacher between July 1st and June 30th of each school year. Teachers are responsible for completing all thirty (30) hours of professional development each school year, eighteen (18) of which will occur during school hours.

The other twelve (12) hours will be completed by participating in after-school sessions scheduled throughout the year. The planning of specific topics to be covered in these sessions will be the responsibility of each building. Specifically, a committee selected by the building administrator will be established consisting of 3-5 building teachers and a building administrator to plan, direct, and schedule Professional Development activities in that building for the school year. The plan for each Professional Development meeting will be submitted one month prior to the meeting to the Superintendent or designee of same for final approval. In addition, the committee has the right to designate additional building teachers to assist in planning and implementing a particular Professional Development activity. Each teacher assisting in the planning of a Professional Development activity will be paid at curriculum rate per hour worked, but said time will not be counted toward the 12 hours of required Professional Development.

The twelve (12) hours can also be completed with prior approval of the building principal for other Professional Development activities held outside the school day. Teachers are responsible for completing all thirty (30) hours of professional development by May 31st of the given school year. Teachers will be compensated for all twelve (12) hours at the rate of \$45.00 per hour. This compensation will be included in the 21st paycheck of that school year. Failure to meet the twelve (12) hour requirement prior to May 26th will result in forfeiture of all Professional Development compensation for that school year.

SALARY SCHEDULE 2011-2012 & 2012-2013

STEP	BA	BA+	MA	MA+15	MA+30
0	38873	40817	42857	45000	47250
0.5	39833	41825	43916	46112	48417
1	40817	42858	45001	47251	49613
1.5	41825	43916	46112	48418	50839
2	42858	45001	47251	49614	52095
2.5	43917	46113	48418	50839	53381
3	45002	47252	49614	52095	54700
3.5	46113	48419	50840	53382	56051
4	47252	49615	52096	54700	57435
4.5	48419	50840	53382	56051	58854
5	49615	52096	54701	57436	60308
5.5	50841	53383	56052	58855	61797
6	52097	54701	57436	60308	63324
6.5	53383	56052	58855	61798	64888
7	54702	57437	60309	63324	66490
7.5	56053	58856	61798	64888	68133
8	57438	60309	63325	66491	69816
8.5	58856	61799	64889	68133	71540
9	60310	63325	66492	69816	73307
9.5	61800	64890	68134	71541	75118
10	63326	66492	69817	73308	76973
10.5	64890	68135	71542	75119	78875
11	66493	69818	73309	76974	80823
11*	67146	71245	76834	80012	82721

Merit Pay Stipend – 2% of contractual base salary for those that qualify, to be paid on the Friday following the first pay date in June.

PAY DATE INFORMATION

2011-2012

The first payroll for the 2011-2012 school year will be on 9/2/2011. 6/15/2012 will be the last pay date for teachers on the 21 pay plan. Teachers on the 21 pay plan will receive half of their 21st payroll on 6/8/2012 and the balance on 6/15/2012. Additional pay dates for teachers on the 26 pay plan will be: 6/22, 7/6, 7/20, 8/3, and 8/17/2012.

2012-2013

The first payroll for the 2012-2013 school year will be on 8/31/2012. 6/7/2013 will be the last pay date for teachers on the 21 pay plan. Teachers on the 21 pay plan will receive half of their 21st payroll on 6/7/2013 and the balance on 6/14/2013. Additional pay dates for teachers on the 26 pay plan will be: 6/21, 7/5, 7/19, 8/2 and 8/16/2013.

**APPENDIX B-1
EXTRA-CURRICULAR SALARIES
2011-2012 & 2012-2013**

	2011-2012 & 2012-2013
<u>Football, Girl's Basketball, Boy's Basketball</u>	
High School Head	6073
High School Assistant	3780
JV/Freshman	3780
Middle School (LT Weight HV Weight)	1929
<u>Baseball, Hockey, Softball, Volleyball, Wrestling</u>	
High School Head Coach	4510
High School JV Coach	2747
High School Freshman Coach	2442
Middle School	1929
<u>Cross Country, Golf, Soccer, Tennis, Track</u>	
Head Coach	3757
Assistant Coach	2336
JV Coach	2336
Middle School	1929
<u>Cheer</u>	
Head Coach	3998
JV Coach	2747
Freshman Coach	2544
Middle School	1929
<u>Ski</u>	
Head Coach	2945
JV Coach	2031
<u>Bowling</u>	
Head Coach	2031
<u>Weight/Strength Program</u>	
Fall	1320
Winter	1422
Spring	1269
Summer	1269
<u>Instrumental Music</u>	
High School Band (School Year)	2100
High School Marching Band	3123
High School Summer Band and Camp Assistant	2100
High School Assistant	1260
High School Summer Band and Band Camp	4540
Band Camp Assistant	750
Middle School Band (School Year)	1735
Elementary Band (School Year-combined Total School Year)	1443
High School or Middle School Orchestra (School Year)	1443
Elementary Orchestra (Combined Total-School Year)	1461

<u>Vocal Music</u>	
High School Vocal (School Year - all groups, rehearsals and performances)	3031
Middle School Vocal (School Year - all groups, rehearsals and performances)	812
Elementary Chorus (School Year - per school)	358
<u>High School</u>	
Play Director (Per Play)	1414
Assistant Play Director (Per Play)	880
Musical Production Director	2397
Musical Production Assistant Director	1168
Quiz Bowl Team	1331
Chess Team	1107
Newspaper	1107
Annual	1371
Department Coordinator	681
Club Sponsor	415
Senior or Junior Class Head Sponsor	1435
Senior or Junior Class Assistant Sponsor	982
Sophomore Class Head Sponsor	982
Sophomore Class Assistant Sponsor	504
Freshman Class Head Sponsor	716
Freshman Class Assistant Sponsor	399
Student Council	624
<u>Middle School</u>	
Annual	1092
Play Director (Per Play)	1128
Quiz Bowl	1060
Student Council	449
<u>Elementary</u>	
Safety Patrol (Per School)	731
Student Council (Per School)	361
<u>Gifted & Talented Coordinator</u>	
Elementary & Secondary	1767
<u>Driver Education Instruction (Per Hour)</u>	27.26
<u>Summer School Instruction (Per Hour)</u>	27.26
<u>Curriculum/Coverage Rate</u>	27.26
Coaches and/or sponsors will receive a 5% increase of their activity salary at the beginning of the fourth year they assume that responsibility. An additional 5% increase of the salary will be granted at the beginning of the seventh year.	

APPENDIX C

GRIEVANCE REPORT FORM

Flushing Community Schools

Grievance No. _____

Area of Alleged Violation _____

GRIEVANCE REPORT

Submit to Principal in Triplicate

Building	Assignment	Name of Grievant	Date Filed

Date of STEP ONE Discussion: _____

STEP TWO

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought

Signature Date

Signature Assoc. Rep. Date

C. Disposition by Principal or appropriate designee _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP THREE

A. Date Received by Superintendent or designee _____

B. Disposition of Superintendent or designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP FOUR

A. Date received by Board of Education or designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP FIVE

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature of Arbitrator Date of Decision

APPENDIX D

BARGAINING UNIT SUBSTITUTE TEACHERS

Note: Sections D and E below are only enforceable as to bargaining unit members whose employment is not subject to the Teacher Tenure Act (MCL 38.71 to 38.191); they are unenforceable for those bargaining unit members whose employment is subject to the Teacher Tenure Act.

- A. Application - The provisions of this APPENDIX apply solely and exclusively to substitute teachers who are current qualified bargaining unit members. Any and all other provisions of this agreement do not apply to the bargaining unit substitute teachers unless application is clearly and specifically provided for in this APPENDIX.

- B. Bargaining Unit Substitute Teachers - Pursuant to MERC election and certification. Includes only substitute teachers who are currently on district's active substitute teacher list who substitute taught for the district on more than a temporary or casual basis and who have an expectancy of permanent or regular ongoing employment with the district. A substitute teacher who is on the bargaining unit substitute teacher list shall be removed from the bargaining unit substitute teacher list if: 1) the substitute teacher requests removal (this will also result in removal from the district's active substitute teacher list) OR, 2) the district removes the substitute teacher from the district's active substitute teacher list, (which the district may do for reasonable reason). The Association will be supplied with an initial bargaining unit substitute teacher list by the Personnel Office and the Personnel Office will send notices of add to and deletions from such list within five (5) days of occurrence.

- C. Incorporation by Reference - The following other provisions of this agreement also apply to bargaining unit substitute teachers:

ARTICLE 2 - ASSOCIATION RIGHTS - A through G

ARTICLE 3 - TEACHER RIGHTS - A through E and G, also F with references to copies of annual contracts and tenure recommendations not being applicable.

ARTICLE 4 - RIGHTS OF THE BOARD - A and B

ARTICLE 5 - PROFESSIONAL FEES or DUES and PAYROLL

DEDUCTIONS - A, B and D

ARTICLE 8 - TEACHING CONDITIONS - A through I

ARTICLE 10 - PROFESSIONAL QUALIFICATIONS - A only

ARTICLE 12 - ILLNESS, DISABILITY, AND BEREAVEMENT - D only

ARTICLE 16 - ACADEMIC FREEDOM - A through C

ARTICLE 19 - PROFESSIONAL IMPROVEMENT - A, with reference to leaves not being applicable.

ARTICLE 23 - PROFESSIONAL COMPENSATION - F and K

ARTICLE 26 - STUDENT DISCIPLINE and TEACHER PROTECTION - A through G

ARTICLE 28 - PROFESSIONAL GRIEVANCE PROCEDURE - B through M, Also A except scope of grievance must be limited to this Appendix of Agreement.

ARTICLE 29 - NEGOTIATIONS PROCEDURES - A through C

ARTICLE 30 - MISCELLANEOUS PROVISIONS - A through E, and G

ARTICLE 33 - DURATION OF AGREEMENT - A

APPENDIX C - GRIEVANCE REPORT FORM

- D. Employment and Assignments - The employment and assignments of substitute teachers shall continue to be the sole prerogative of the district except where limited by law. Nothing in this agreement shall be construed to give any substitute teacher greater rights to a regular teaching position than section 1236 of the School Code as amended.

When employing and assigning substitute teachers during a school year, the following priorities shall be observed to the degree possible:

1. Maintenance of the number of substitute teachers on the bargaining unit substitute teacher list at a number that is not less than the number on that list as of the end of the previous school year. Note: This number was thirty-one (31) at the end of the 1990-91 school year.
2. To the degree possible each bargaining unit substitute teacher who substitute taught for the district at least twenty (20) days during the previous school year shall be offered opportunities to substitute teach for the district at least 90% as many days as he/she actually substitute taught for the district in the immediate preceding school year.

- NOTES:
1. A bargaining unit substitute teacher must be available for all offers as all days worked, days offered but refused, days unavailable for any reason, and attempted offered days will count toward this priority. Except that the first total of fifteen (15) days offered but refused, unavailable for any reason and attempted offered days will not count against the bargaining unit substitute teacher.
 2. A bargaining unit substitute teacher must maintain all certifications and permits held during the previous school year to fit into this priority.
 3. A bargaining unit substitute teacher must remain active on the bargaining unit substitute teacher list for the entire school year to fit into this priority.

E. Discipline and/or Termination of Employment - It is recognized that a bargaining unit substitute teacher may be terminated from employment or otherwise disciplined for reasonable cause. Such reasonable cause shall include, but not be limited to the following:

1. Chronic unavailability.
2. Inadequate professional performance.
3. Exercise of poor professional judgment.
4. Failure to follow and/or enforce reasonable rules and/or directives.
5. Violation of professional ethics or moral misconduct.
6. Maintenance of poor rapport with staff, students or parents.

Minimum requirements of due process shall be followed when any discipline is administered.

F. Teaching Conditions - 1. Substitute teachers should be provided lesson plans, class lists, seating charts, classroom rules and procedures, information on mainstreamed students, etc., by classroom teachers. 2. Bargaining unit substitute teachers may attend district-wide teacher grade level and subject area inservice meetings so long as such does not generate any additional costs to the district beyond any meals that may be provided at such meetings.

APPENDIX E - Legal Elements/Tests Used To Determine Due Process in Discipline/Discharge
(Adapted from language under 2000 Thrun, Maatsch and Nordberg, P.C.)

This Appendix is only enforceable as to bargaining unit members whose employment is not subject to the Teacher Tenure Act (MCL 38.71 to 38.191); it is unenforceable for those bargaining unit members whose employment is subject to the Teacher Tenure Act.

- I. Just Case for Discipline Due to Misconduct: Seven test for determining just and sufficient cause for disciplining an employee, 42 LA 555 (1964). All seven must be affirmed in the positive.
 1. Reasonable rule or order.

Was the rule, order, or directive involved reasonably related to the orderly, efficient, and safe operation of the program and performance of the job?
 2. Notice.

Did the employer forewarn the employee of the possible or probable consequences of misconduct?
 3. Investigation.

Before administering discipline, did the employer make a sufficient effort to discover whether the employee did, in fact, violate or disobey a rule or order or engage in other misconduct?
 4. Fair investigation.

Was the employer's investigation conducted fairly and objectively?
 5. Proof.

Did the employer obtain sufficient evidence or proof that the employee was guilty of the misconduct alleged?
 6. Equal treatment.

Has the employer applied its rules, orders, and penalties even-handedly and without discrimination?
 7. Appropriate penalty.

Was the degree of discipline imposed reasonably related to the seriousness of the offense and the employee's record?
- II. Just Case for Discharge Due to Unsatisfactory Performance. The "just cause" Standard includes the following elements.
 1. The employee was informed of the standards and expectations which must be met.
 2. The employee was put on clear notice of deficiencies in his/her performance including specific examples.
 3. The employee was given appropriate assistance in his/her performance including specific examples.
 4. The employee was given sufficient time to make the necessary improvements.
 5. The employee was clearly informed of the consequences of failure to make sufficient improvement.
 6. The employee was periodically informed as to whether sufficient improvement was being made.
 7. The performance was adequately documented as still unsatisfactory and adverse effect was established.

APPENDIX F

FLUSHING COMMUNITY SCHOOLS

VISION BENEFIT GUIDE

All Active, Full-Time Teachers

All Part-time Teachers (prorated)

Eligible participants include All Active, Full-time Teachers and Part-time Teachers (prorated) of Flushing Community Schools.

Eligible dependents include (1) an employee's spouse while not divorced or legally separated from the employee; (2) each of the employee's children who is a dependent within the meaning of the Internal Revenue Code of United States, through age 26. Coverage is provided until the day the dependent turns 27 years of age.

Eligible charges begin accruing on a year defined as the 12-month period from July 1 through June 30.

Appendix F

FLUSHING COMMUNITY SCHOOLS VISION PLAN TEACHERS

BENEFITS:

Examination	\$50.00	Once every 12 months
Regular Lenses.....	\$50.00	Once every 12 months
Bifocal Lenses.....	\$75.00	Once every 12 months
Trifocal Lenses.....	\$100.00	Once every 12 months
Lenticular Lenses	\$100.00	Once every 12 months
Progressive Lenses.....	\$125.00	Once every 12 months
Frame Allowance	\$75.00	Once every 12 months
Contact Lenses	\$150.00	Once every 12 months

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogray lenses or contact lenses) will be provided once in a 12 month period (July 1 to June 30 of the following year) for each eligible member of the family. Additional charges for tint, oversized lenses, and scratch or anti-glare coatings are not covered.

The above benefits are limited to Reasonable and Customary fees. The plan will coordinate with any other vision plan covering employees of Flushing Community Schools per standard coordination of benefits.

APPENDIX G

FLUSHING COMMUNITY SCHOOLS DENTAL BENEFIT GUIDE

All Active, Full-Time Teachers

All Part-time Teachers (prorated)

Eligible participants include All Active, Full-time Teachers and Part-time Teachers (prorated) of Flushing Community Schools.

Eligible dependents include (1) an employee's spouse while not divorced or legally separated from the employee; (2) each of the employee's children who is a dependent within the meaning of the Internal Revenue Code of United States, through age 26. Coverage is provided until the day the dependent turns 27 years of age.

Eligible dental care charges are the actual costs charged for the listed treatments or services to the extent that such charges are reasonable and customary for the services performed or the materials furnished. Reasonable and customary is determined from a compilation of reported usual dental fees charged by dentists in specific geographic areas.

Eligible charges begin accruing on a year defined as the 12-month period from July 1 through June 30.



Traditional Plus Dental Coverage Benefits-at-a-Glance Flushing Community Schools #37543-001

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Network access information

- DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 110,000 dentist access points* nationwide where dental services are available through our partnership with the **DenteMax** PPO network. To find a **DenteMax** dentist, please call 1-800-752-1547 or go to the DenteMax Web site at dentemax.com.

* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

- Blue Par SelectSM** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to bcbsm.com. Select the **Dental Professionals** subsection of "**Where You Can Go for Care**" page.

Member's responsibility (copays and dollar maximums)

Copays	20% for Class I, II, III and IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,500 per member
• Lifetime maximum (for Class IV services)	\$1,300 per member

Class I services

Oral exams	Covered – 80%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 80%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 80%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 80%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 80%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 80%
Fluoride treatment	Covered – 80%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 80%, once per quadrant per lifetime, for members under age 19

Class II services

Fillings – permanent teeth	Covered – 80%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 80%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 80%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 80%, three times per tooth per calendar year after six months from original restoration

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Appendix G



Class II services, *continued*

Oral surgery including extractions	Covered – 80%
Root canal treatment – permanent tooth	Covered – 80%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 80%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 80%, limited occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 80%, once every 12 months
General anesthesia or IV sedation	Covered – 80%, when medically necessary and performed with oral or dental surgery
Repairs and adjustments of partial or complete dentures	Covered – 80%, six months or more after it is delivered
Relining or rebasing of partial or complete dentures	Covered – 80%, once every 36 months per arch
Tissue conditioning	Covered – 80%, once every 36 months per arch

Class III services

Removable dentures (complete and partial)	Covered – 80%, once every 60 months
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 80%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 80%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 80%
Minor treatment to control harmful habits	Covered – 80%
Interceptive and comprehensive orthodontic treatment	Covered – 80%
Post-treatment stabilization	Covered – 80%
Cephalometric film (skull) and diagnostic photos	Covered – 80%

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.