

# PROFESSIONAL AGREEMENT

between the

FLUSHING COMMUNITY  
SCHOOLS

and

LOCAL 10 MEA/NEA  
(FLUSHING UNIT)

**2020-2021**

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PREAMBLE

This Agreement entered into this November 18, 2020, 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.
- 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, 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. School equipment assigned to teachers may be used with prior approval. Proceeds received from a project will be negotiated at the time of the approval to use district equipment.
- 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 that results in disciplinary action is placed in a teacher's personnel file, the teacher shall be given notice and the teacher may attach a written response.

#### 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

### PAYROLL DEDUCTIONS

- A. 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, Flint City income taxes, and annuities.
  - 1. The deduction and remittance shall be for the convenience of the teacher 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.
- B. 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 (40) 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.

- C. 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.

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

- D. High school and middle school 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.
- E. 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.
- F. 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.
- G. In the event students are held in school because of an emergency situation (such as severe weather), teachers shall stay until students are dismissed.
- H. 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 and at the end of the work day for secondary, depending on student supervision needs).
- I. 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.



- J. 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.
- K. 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. *Multi Tiered System of Support (MTSS) 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 MTSS, 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. Remuneration is established in APPENDIX B-1. The Association shall have input as to the names of the department coordinators.
- B. Voluntary department coordinators, one per grade level, will be established at the elementary level in an effort to provide continuity to curriculum and instructional issues.
- C. Any teacher performing assigned duties of department coordinator without such title may apply in writing to the Deputy Superintendent for designation and remuneration of as department coordinator 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.

## ARTICLE 11

### ASSIGNMENTS, TRANSFERS, VACANCIES and PROMOTIONS

- A. 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.
- B. Assignments in addition to the normal teaching schedule, and for which there is compensation, are listed in APPENDIX B-1.
- C. Teacher compensation for summer school programs and Driver’s Education Program will be in accordance with APPENDIX B-1.
- D. Teacher compensation for Alternative Education/Adult Education high school completion programs will be in accordance with past practice.
- E. 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.
- F. 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 four years in the district. This additional day requirement shall cease upon being granted tenure or achieving four (4) years in the district, 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 have completed eleven (11) years of teaching service (as defined in Article 23 B) 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 the second Friday in October 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, should a position be available, where applicable\*\*\* will constitute voluntary termination of employment. The teacher must give one (1) week's notice of return for each month of leave.
5. 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 may 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.

\*\*\* If leave is granted for a reason listed above denoted with a \*\*\*, or for another reason not specifically listed, and not protected by law, the teacher will be allowed to return upon completion of the leave provided there is an open position to which the teacher may return. The return from a leave denoted with \*\*\* should not directly result in the lay-off of another certified teacher.

## 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 18

##### PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives, which are consistent with the provisions of this Agreement.
- B. 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

##### SENIORITY

- A. 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.
- B. 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 may 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 may 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. In the event the District is in an experience step freeze, out-of-District experience shall be awarded no greater than the amount of out-of-District experience less the number of years the District has been in such freeze.
- 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.

To further clarify - Professional Development hours or Professional Development Credits DO NOT COUNT as graduate credit. All graduate credit must be on a graduate credit transcript, not a professional development transcript. Those specifically impacted will be grandfathered in, with the district accepting agreed upon credits through 9/04/2018.

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 by except for those already on 21 pays as of November 18, 2020. 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:

2020-2021

20 years:	\$1450.00
25 years:	\$2600.00

- M. Compensation on the salary schedule is based on job accomplishments and job performance as measured by the year end evaluation rating, in which student growth and assessment data is a significant factor. Eligible employees shall not advance on the salary, step, or lane schedule, or receive any additional pay if they received a year end evaluation rating of Minimally Effective or Ineffective in each of the two most recent years. The first evaluation to be used for this purpose shall be the evaluation conducted during the 2018-19 school year. This provision will be removed if the law is found unenforceable by the courts or changed by the legislature.

ARTICLE 24

INSURANCE

- A. For full-time teachers, the board shall contribute a monthly amount toward Group I, Group II, and Group III insurance coverage as identified in the Base Plan Per Month CAP table. Teachers have the right to select optional insurance plans outlined in Group I. Teachers shall pay any cost that exceeds the Base Plan Per Month CAP on a pre or post tax basis based upon employee’s election and signature authorizing deduction per IRS Section 125 Regulations of a Cafeteria Plan.

2020-2021 Base Plan Per Month CAP

2020-21	Health/Prescription
1-Person	\$402.67
2-Person	\$978.78
Full Family	\$1,182.46

The district per month CAP dollar amount contribution toward Health/Rx shall be adjusted at the same rate as the Annual Cost Limitation contribution rates as established by Michigan Department of Treasury. MCL15.563 provides that the CAP shall be adjusted by October 1 of each year, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available.

Group I Health/Prescription shall increase at an amount equal to the increase in the next calendar year’s state cap divided by 12.

If the renewal rates for the base plan Health/Prescription coverage in place during the Spring of 2021 reflect an increase in total costs of 10% or more, the district and the individual employee will equally divide any increase above 10%. At no time shall the district contribution per month exceed 1/12<sup>th</sup> of the Michigan Department of Treasury annual cost limitation. A rebased CAP will become effective June 28, 2021 and will increase at the equivalent dollar amount as statewide CAP limitation divided by 12.

Adjustments may be made as necessitated by further development of the Affordable Care Act guidelines.

All employee contributions will be payroll deducted over 21 pays (1<sup>st</sup> pay of year through 1<sup>st</sup> pay in June). No insurance contributions will be payroll deducted during summer savings pays.

GROUP I – Health Insurance Coverage Plans effective July 1, 2020

The following options shall be made available to eligible employees:

- A) Option 1 – BCBS Simply Blue – with the following riders:
- \$1,000/\$2,000 In-network deductible
  - 20% Coinsurance in-network up to a maximum of \$2,500/\$5,000
  - \$30 Office visit copay for a primary care physician

- \$30 Copay for a specialist visit
- \$30 Copay for chiropractic visits (limited to 12 visits per calendar year)
- \$30 Urgent care copay
- \$150 Emergency room copay
- Preventive care maximum services unlimited (age and frequency limits apply, based on BCBSM guidelines)
- Mental health and substance abuse services subject to deductible and coinsurance
- Private duty nursing covered at 50% after in-network deductible
- Dependents covered up to December 31<sup>st</sup> of the year in which they turn 26
- Addition of healthcare reform for all mandated benefits and services
- Excludes voluntary abortions
- Rx coverage with a \$0 copay for Medtipster eligible generics, \$10 for other approved generic drugs up to a 34 day supply at retail, \$40 for approved preferred brand name drugs up to a 34 day supply at retail, \$80 for approved non-preferred brand name drugs up to a 34 day supply, \$20 for approved generics up to a 90 day supply at retail or mail order, \$80 for approved preferred brand name drugs up to a 90 day supply at retail or mail order, and \$160 for approved non-preferred brand name drugs up to a 90 day supply at retail or mail order. Includes contraceptive medications, contraceptive injections, and FDA approved and physician prescribed contraceptive devices. Please note, certain contraception is covered at 100% based on regulations set forth by the affordable care act.

-OR-

B) Option 2 – BCBS Community Blue – with the following riders:

- \$500/\$1000 In-network deductible
- 20% Coinsurance in-network up to a maximum of \$1,000/\$2,000
- \$10 Office visit copay for a primary care physician
- \$10 Copay for a specialist visit
- \$10 Copay for chiropractic visits (limited to 24 visits per calendar year)
- \$10 Urgent care copay
- \$150 Emergency room copay
- Preventive care maximum services unlimited (age and frequency limits apply, based on BCBSM guidelines)
- Mental health and substance abuse services subject to deductible and coinsurance
- Private duty nursing covered at 50% after in-network deductible
- Hearing care benefits
- Dependents covered up to December 31<sup>st</sup> of the year in which they turn 26
- Addition of healthcare reform for all mandated benefits and services
- Excludes voluntary abortions



- Rx coverage with a \$0 copay for Medtipster eligible generics and certain over the counter prescription medication, \$10 for other approved generic drugs up to a 34 day supply at retail, \$40 for approved preferred brand name drugs up to a 34 day supply at retail, \$80 for approved non-preferred brand name drugs up to a 34 day supply, \$20 for approved generics up to a 90 day supply at retail or mail order, \$80 for approved preferred brand name drugs up to a 90 day supply at retail or mail order, and \$160 for approved non-preferred brand name drugs up to a 90 day supply at retail or mail order. Includes contraceptive medications, contraceptive injections, and FDA approved and physician prescribed contraceptive devices. Please note, certain contraception is covered at 100% based on regulations set forth by the affordable care act.

-OR-

C) Base Plan Option HSA High Deductible Health Plan – with current deductibles of \$1400/\$2800 HDHP Simply Blue – with the following riders:

- \$1400/\$2800 In-network deductible – Note: Members are responsible for 100% of approved medical and Rx expenses until the entire deductible has been met. The full family deductible must be satisfied under a two-person or family contract before benefits are paid for any person on the contract. *Deductible amounts are subject to adjustment in accordance with the IRS determined minimum annual deductibles allowed for a high deductible plan.*
- 0% Coinsurance in-network
- Office visits covered 100% after in-network deductible
- Specialist visits covered 100% after in-network deductible
- Chiropractic visits covered 100% after in-network deductible (limited to 12 visits per calendar year)
- Urgent care covered at 100% after in-network deductible
- Emergency room covered 100% after in-network deductible
- Preventive care covered at 100% (age and frequency limits apply, based on BCBSM guidelines)
- Mental health and substance abuse services covered 100% after in-network deductible
- Private duty nursing covered at 100% after in-network deductible
- Hearing care benefits covered 100% after deductible (BCBSM approved services)
- Dependents covered up to December 31<sup>st</sup> of the year in which they turn 26
- Addition of healthcare reform for all mandated benefits and services
- Excludes voluntary abortions

- Rx coverage with a \$0 copay for Medtipster eligible preventive medications and certain over the counter prescription medication (must comply with ACA & IRS HDHP guidelines), \$10 for other approved generic drugs up to a 34 day supply at retail after deductible, \$40 for approved preferred brand name drugs up to a 34 day supply at retail after deductible, \$80 for approved non-preferred brand name drugs up to a 34 day supply after deductible, \$20 for approved generics up to a 90 day supply at retail or mail order after deductible, \$80 for approved preferred brand name drugs up to a 90 day supply at retail or mail order after deductible, and \$160 for approved non-preferred brand name drugs up to a 90 day supply at retail or mail order after deductible. Includes contraceptive medications, contraceptive injections, and FDA approved and physician prescribed contraceptive devices. Please note, certain contraception is covered at 100% based on regulations set forth by the affordable care act.

-OR-

- (d) 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

- (a) The Board shall pay the full cost of 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 E.

- 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

- (a) The Board shall pay the full cost of 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 D.

-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. In cases where a teacher has been covered for the months of July and August in good faith of employment, the teacher will be responsible for repayment of all district incurred costs related to insurance should the teacher leave the district voluntarily before teaching the duration of September and October of the next school year. It is 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. The Board shall disclose the amount of money or credit received from the university placing the student teachers. Monies/Credits made available to the district by the placing university shall be administered by the Superintendent or designee for enrichment purposes
- B. 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. Nothing will be placed in a teacher's personnel file without written notification.
- G. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers.

## 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 that is not a prohibited subject of bargaining. 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. 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. The discussion shall be held 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: 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 informal discussion. If the grievance involves more than one school building, it may be filed with an appropriate representative designated by the Superintendent.
- D. 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.

E. STEP TWO: 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.

F. STEP THREE: 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.

G. STEP FOUR: 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.

H. 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.

I. 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.

- J. Prior to the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. 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.
- L. 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.

### 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 at the end of the first week of school.  
  
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 last day to which changes may be made to student schedules.

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

Kindergarten	24
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.

The building principal maintains complete discretion to assign pupils to classrooms above the indicated maximum class sizes prior to the end of the third week of school. After the end of the third week of school, 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 next senior teacher at that grade level in that building (not already three over maximum). "Senior" teacher is recognized as the teacher with the most years teaching in Flushing Community Schools.

In the event an elementary class (K-6<sup>th</sup> grade) exceeds the maximum agreed to (in no classroom more than 3 pupils above unless mutually agreed by district and FEA\*) the K-6<sup>th</sup> grade teacher shall receive Eight Dollars and 25 Cents (\$8.25) per pupil, per day that the teacher's assigned class list exceeds the maximum class size. Payment begins immediately, and reflects every day that the teacher has a class size above the maximum, except in cases of extended consecutive teacher absences (10+ days). In cases of extended consecutive teacher absences, teachers do not receive the extra pay.

\*If there is a willing teacher and the overage will result in a family being able to have all of their children attend their home school and/or the same school, it will be allowed.

- C. 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. In the event a class (on or after the last day to which changes may be made to student schedules) 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.
- D. In the event enrollment in the district exceeds current available classroom space, both parties agree to renegotiate maximum class sizes.

- E. 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, provided it is not a prohibited subject of bargaining. 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 November 18, 2020 and shall continue in effect until July 31, 2021. 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. Tuppitt  
President

Martha Maier Case  
Secretary

Larry D. Tuppitt  
Negotiator - Chairman

11-18-2020  
Date

Flushing Board of Education

Salvatore A. Sella  
President

Eddie Dolgan  
Secretary

NEPSAC  
Superintendent of Schools

# Aug-20

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25	26	27	28	29	30	31																																																																																																		

## APPENDIX A-1

### PROFESSIONAL DEVELOPMENT

Thirty (30) hours of District Provided Professional Development (DPPD) are required by state law of each teacher between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year. Teachers are responsible for completing all thirty (30) hours of DPPD each school year. Teachers are responsible to maintain accurate documentation of their (30) hours of DPPD annually.

The focus of the DPPD shall meet all of the following criteria:

- Alignment with the District Improvement Plan (DIP) and School Improvement Plan (SIP)
- Developed through the School Improvement Plan (SIP) Process
- Serves the Purpose of Increasing Student Performance

Teachers shall attend and participate in all (30) hours of district scheduled DPPD annually. A teacher who is unable to do so must submit documentation to their building principal of the extenuating circumstances prior to the scheduled DPPD; in the event of extenuating circumstances, the teacher must receive prior approval by their principal of any DPPD that may be substituted to meet these requirements.

<b>2020-2021 Salary Schedule Through November 17, 2020</b>					
STEP	BA	BA+	MA	MA+15	MA+30
0	38,873	40,817	42,857	45,000	47,250
0.5	39,833	41,825	43,916	46,112	48,417
1	40,817	42,858	45,001	47,251	49,613
1.5	41,825	43,916	46,112	48,418	50,839
2	42,858	45,001	47,251	49,614	52,095
2.5	43,917	46,113	48,418	50,839	53,381
3	45,002	47,252	49,614	52,095	54,700
3.5	46,113	48,419	50,840	53,382	56,051
4	47,252	49,615	52,096	54,700	57,435
4.5	48,419	50,840	53,382	56,051	58,854
5	49,615	52,096	54,701	57,436	60,308
5.5	50,841	53,383	56,052	58,855	61,797
6	52,097	54,701	57,436	60,308	63,324
6.5	53,383	56,052	58,855	61,798	64,888
7	54,702	57,437	60,309	63,324	66,490
7.5	56,053	58,856	61,798	64,888	68,133
8	57,438	60,309	63,325	66,491	69,816
8.5	58,856	61,799	64,889	68,133	71,540
9	60,310	63,325	66,492	69,816	73,307
9.5	61,800	64,890	68,134	71,541	75,118
10	63,326	66,492	69,817	73,308	76,973
10.5	64,890	68,135	71,542	75,119	78,875
11	66,493	69,818	73,309	76,974	80,823
11*	69,525	73,769	79,556	82,846	85,651



**2020-2021 Proposed Salary Schedule  
Effective November 18, 2020**

STEP	BA	BA+	MA	MA+15	MA+30
0	39,067	41,021	43,071	45,225	47,486
0.5	40,032	42,034	44,136	46,343	48,659
1	41,021	43,072	45,226	47,487	49,861
1.5	42,034	44,136	46,343	48,660	51,093
2	43,072	45,226	47,487	49,862	52,355
2.5	44,137	46,344	48,660	51,093	53,648
3	45,227	47,488	49,862	52,355	54,974
3.5	46,344	48,661	51,094	53,649	56,331
4	47,488	49,863	52,356	54,974	57,722
4.5	48,661	51,094	53,649	56,331	59,148
5	49,863	52,356	54,975	57,723	60,610
5.5	51,095	53,650	56,332	59,149	62,106
6	52,357	54,975	57,723	60,610	63,641
6.5	53,650	56,332	59,149	62,107	65,212
7	54,976	57,724	60,611	63,641	66,822
7.5	56,333	59,150	62,107	65,212	68,474
8	57,725	60,611	63,642	66,823	70,165
8.5	59,150	62,108	65,213	68,474	71,898
9	60,612	63,642	66,824	70,165	73,674
9.5	62,109	65,214	68,475	71,899	75,494
10	63,643	66,824	70,166	73,675	77,358
10.5	65,214	68,476	71,900	75,495	79,269
11	66,825	70,167	73,676	77,359	81,227
11*	70,394	74,691	80,550	83,882	86,722

\$465 off-schedule regular wage payment to all employees for the 2020-2021 year only. Payment will be made on the first pay in December and is to compensate for employee's time spent transitioning between virtual learning, hybrid learning, and face to face learning throughout the 2020-21 year.

Formula

Audited fund balance calculated as a percentage of total general fund expenditures.

- For the 2020-2021 year, steps shall be granted on a prorated basis as of November 18, 2020. No additional step increases or wage percentage increases based upon application of Fund balance Formula.
- Fund Balance Formula step and percentage increases shall not be applied to teachers during their first year of employment.
- For subsequent years, steps shall be frozen until after the Board accepts the annual audit, and are contingent upon the level of general fund balance as follows:

15.0% or higher	Full Step starting with first pay in February retroactive to first pay of school year. Wage opener.
13.01% to 14.99%	Full Step starting with first pay in February with no retroactivity to first pay of school year. In February, off-schedule staff receive .5% off-schedule stipend with .5% retroactivity to first pay of school year. Final adjustments to be made first pay in June.
10.01% – 13.0%	In February, members within the grid move up ½ step with no retroactivity to the beginning of the school year. In February, 11* members receive a .5% off-schedule stipend with no retroactivity to first pay of school year. Final adjustments to be made first pay in June.
8.6% to 10%	Steps Frozen. In February, all members receive .5% off-schedule stipend with no retroactivity to first pay of school year. Final adjustments to be made first pay in June.
8.5% or less	Steps Frozen. If the fund balance is less than 8.5%, then negotiations immediately begin upon written notice by the Board to the FEA to reach an agreement on how the FEA will provide its share of concessions to restore the fund balance to 8.5% and shall be completed not later than April 1.

FEA’s portion of the amount needed to restore the fund balance will be based on the FEAs prior year total compensation as a percentage of the district’s prior year total general fund total compensation.

Payroll adjustments will be made on the first pay in April to meet necessary concessions if no agreement is reached by April 1.

In the event the fund equity falls below the 8.5% minimum, FEA shall not be obligated to make compensation adjustments to recoup dollars below the fund equity target caused by something other than the following:

- An increase in the aggregate district MPSEER retirement rate.
- A decrease in per pupil funding level over the prior year.

- Elimination of one-time state revenues.
- Legislative action.
- A loss of enrollment over the prior year of more than 1%.
- Loss of current voter approved revenue.
- An increase in total adopted budgetary expenditures by more than 1.75% to support or implement programs and initiatives not required by federal and/or state mandates or to qualify for financial incentives.

## **PAY DATE INFORMATION**

### 2020-2021

The first payroll for the 2020-2021 school year will be on 9/4/2020. 6/11/2021 will be the last pay date for teachers on the 21 pay plan. Additional pay dates for teachers on the 26 pay plan will be: 6/25, 7/09, 7/23, 8/6, and 8/20/2021.

<b>Extra-Curricular Salary Scale</b>			
<b>2020-2021</b>			
<b><u>Football</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	6073	6377	6680
3 Assistant Varsity Coaches	3780	3969	4158
2 JV Coaches	3780	3969	4158
2 Freshman Coaches	3780	3969	4158
4 Middle School	1929	2025	2122
<b><u>Basketball (Boys &amp; Girls)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	6073	6377	6680
1 JV Coach	3780	3969	4158
1 Freshman Coach	3780	3969	4158
4 Middle School	1929	2025	2122
<b><u>Volleyball</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	4510	4736	4961
1 JV Coach	2747	2885	3022
1 Freshman Coach	2442	2564	2686
4 Middle School	1929	2025	2122
<b><u>Soccer (Boys &amp; Girls)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	3757	3945	4133
1 JV Coach	2336	2453	2570
<b><u>Tennis (Boys &amp; Girls)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	3757	3945	4133
1 JV Coach	2336	2453	2570
<b><u>Baseball</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	4510	4736	4961
1 JV Coach	2747	2885	3022
1 Freshman Coach	2442	2564	2686
2 Middle School	1929	2025	2122
<b><u>Softball</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	4510	4736	4961
1 JV Coach	2747	2885	3022
1 Freshman Coach	2442	2564	2686
2 Middle School	1929	2025	2122
<b><u>Ski</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	2945	3092	3240
1 JV Coach	2031	2133	2234

<b><u>Wrestling</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	4510	4736	4961
1 JV Coach	2747	2885	3022
1 Middle School	1929	2025	2122
<b><u>Track (Boys &amp; Girls combined)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach			4973
4 Assistant Coaches	2336	2453	2570
4 Middle School	1929	2025	2122
<b><u>Cross Country (Boys &amp; Girls)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	3757	3945	4133
1 JV Coach	2336	3453	2570
2 Middle School	1929	2025	2122
<b><u>Sideline Cheer</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	1999	2099	2199
1 JV Coach	1372	1441	1509
1 Freshman Coach	1272	1336	1399
2 Middle School	964	1012	1060
<b><u>Competitive Cheer</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	1999	2099	2199
1 JV Coach	1372	1441	1509
2 Middle School	964	1012	1060
<b><u>Bowling (Boys &amp; Girls)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	2031	2133	2234
<b><u>Golf (Boys &amp; Girls)</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach	3757	3945	4133
1 JV Coach	2336	2453	2570
<b><u>Weight Room Supervisor</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
Fall	1320	1386	1452
Winter	1422	1493	1564
Spring	1269	1332	1396
Summer	1269	1332	1396
<b><u>Swim &amp; Dive</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
High School Co-Op	2945	3092	3240
Middle School Co-Op	TBD	TBD	TBD
<b><u>Hockey</u></b>	<b><u>Year 1</u></b>	<b><u>Year 4</u></b>	<b><u>Year 7+</u></b>
1 Head Varsity Coach Co-Op	4510	4736	4961

<b>Extra-Curricular Salary Scale (Continued)</b>			
<b>2020-2021</b>			
	<b>Year 1</b>	<b>Year 4</b>	<b>Year 7+</b>
<b><u>INSTRUMENTAL MUSIC</u></b>			
High School Band (School Year)	2100	2205	2310
High School Marching Band	3123	3279	3435
High School Summer Band and Camp Assistant	2100	2205	2310
High School Assistant	1260	1323	1386
High School Summer Band and Band Camp	4540	4767	4994
Band Camp Assistant	750	788	825
Middle School Band (School Year)	1735	1822	1906
Elementary Band (School year combined. Total school year)	1443	1515	1587
High School or Middle School Orchestra (School Year)	1443	1515	1587
Elementary Orchestra (Combined Total – School Year)	1461	1534	1607
<b><u>VOCAL MUSIC</u></b>			
High School Vocal (School Year- All groups, rehearsals and performances)	3031	3183	3334
Middle School Vocal (School Year- All groups, rehearsals, and performances)	812	853	893
Elementary Chorus (School Year – Per School)	358	376	394
<b><u>HIGH SCHOOL</u></b>			
Play Director (Per play)	1414	1485	1555
Assistant Play Director (Per Play)	880	924	968
Musical Production Director	2397	2517	2637
Musical Production Assistant Director	1168	1226	1285
Quiz Bowl Team	1700	1785	1870
Newspaper	1107	1162	1218
Annual	1371	1440	1508
Department Coordinator	750	788	825
Club Sponsor	415	436	457
Senior or Junior Class Head Sponsor	1435	1507	1579

	<b>Year 1</b>	<b>Year 4</b>	<b>Year 7+</b>
Senior or Junior Class Assistant Sponsor	982	1031	1080
Sophomore Class Head Sponsor	982	1031	1080
Sophomore Class Assistant Sponsor	504	529	554
Freshman Class Head Sponsor	716	752	788
Freshman Class Assistant Sponsor	399	419	439
Student Council	957	1005	1053
Homecoming Head Sponsor	748	785	823
Student Activities Coordinator	748	785	823
National Honors Societies: (NHS, SNHS, Mu Alpha Theta)	957	1005	1053
High School Robotics	2600	2730	2860
Powerlifting	415	436	457
<b><u>MIDDLE SCHOOL</u></b>			
Annual	1092	1147	1201
Play Director (Per Play)	1128	1184	1241
Quiz Bowl	1400	1470	1540
Student Council	449	471	494
NJHS	449	471	494
Middle School Robotics	1600	1680	1760
<b><u>ELEMENTARY</u></b>			
Safety Patrol (Per School)	731	768	804
Student Council (Per School)	361	379	397
Department Coordinators (1 per grade level)	750	788	825
Driver Education Instruction	27.26	27.26	27.26
Summer School Instruction	27.26	27.26	27.26
Curriculum/Coverage Rate	27.26	27.26	27.26

**Please note that a club will be considered active if:**

- There is a minimum average of 8 students participating.
- There are at least 5 dates and 15 hours of activity annually.

**An active club with the appropriate documentation (form) will generate a club sponsor stipend for the year.**

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

Area of Alleged Violation \_\_\_\_\_

Date Cause of Grievance Occurred \_\_\_\_\_

Date of INITIAL Discussion: \_\_\_\_\_

GRIEVANCE REPORT

Submit to Principal in Triplicate

Building	Assignment	Name of Grievant	Date Filed

STEP ONE

A. 1. Statement of Grievance

\_\_\_\_\_

2. Relief Sought

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

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

\_\_\_\_\_  
Signature Assoc. Rep. Date

B. Disposition by Principal or appropriate designee \_\_\_\_\_

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

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

C. Position of Grievant and/or Association \_\_\_\_\_

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

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

STEP TWO

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 THREE

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 FOUR

A. Date submitted to arbitration \_\_\_\_\_

B. Disposition and award of arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date of Decision

## **APPENDIX D**

# **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 D

# FLUSHING COMMUNITY SCHOOLS VISION PLAN TEACHERS



### Flushing Community Schools

Eyemed \$0, 12-12-12; \$100/\$150

	Member Cost In-Network	Out of Network Member Reimbursement up to:
<b>Vision Care Services</b>		
<b>Exam</b> <i>With Dilatation as Necessary</i>	\$0 Copay	\$40
<b>Proposed Benefits</b> <b>Frames</b> <i>Any available frame at provider location</i>	\$0 Copay; \$100 allowance, 20% off balance over \$100	\$70
<b>Contact Lenses</b> <i>(Contact Lens allowance includes materials only)</i>		
Conventional	\$0 Copay, \$150 allowance, 15% off balance over \$ 150	\$150
Disposable	\$0 Copay, \$150 allowance, plus balance over \$150	\$150
Medically Necessary	\$0 Copay, Paid-In-Full	\$210
<b>Exam and Materials</b>		
<b>Standard Plastic Lenses</b>		
Single Vision	\$0 Copay	\$30
Bifocal	\$0 Copay	\$50
Trifocal	\$0 Copay	\$70
Lenticular	\$0 Copay	\$70
Standard Progressive	\$65 Copay	\$50
Premium Progressive Tier 1	\$85 Copay	\$50
Premium Progressive Tier 2	\$95 Copay	\$50
Premium Progressive Tier 3	\$110 Copay	\$50
Premium Progressive Tier 4	\$65 Copay, 20% off charge less \$120 Allowance	\$50
<b>Insight Network</b>		
<b>Employer Paid or Bundled with Medical</b>		
<b>Frequency</b>		
<b>Examination</b> Once every plan year		
<b>Lenses (in lieu of contact lenses)</b> Once every plan year		
<b>Contacts (in lieu of lenses)</b> Once every plan year		
<b>Frame</b> Once every plan year		

## APPENDIX E

# 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 Select<sup>SM</sup>** – 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)

<b>Copays</b>	20% for Class I, II, III and IV services
<b>Dollar maximums</b>	
• 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.

**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%, <b>limited</b> 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.