

# COLLECTIVE BARGAINING AGREEMENT

Flint Community School District and  
United Teachers of Flint

**August 1, 2019 through July 31, 2020**

Superintendent: Derrick Lopez

UTF President: Karen Christian

MEA UniServ Director: Bruce Jordan

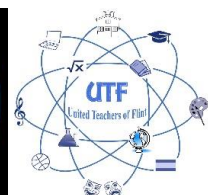


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### Article 1 – Recognition

- A. The Board hereby recognizes the UTF as the exclusive bargaining representative for regular certified teachers, Great Start Readiness Program (GSRP) teachers, counselors, librarians, social workers, occupational therapists, speech therapists, physical therapists, orientation and mobility specialists, and school psychologists of the Board, excluding all other employees, including administrators and supervisory personnel.
- B. In this Agreement, “Teacher” means an employee represented by the UTF. “Board” or “Employer” means the Board of Education of the School District of the City of Flint, acting through its agents.

### Article 2 – UTF and Teacher Rights; UTF Membership

- A. Except as expressly limited by this Agreement, the UTF, the Teacher’s exclusive bargaining representative, has those rights and privileges provided by the Public Employment Relations Act, and by other applicable Michigan statutes now or later enacted.
- B. Authorized UTF members may access Teacher mailboxes to distribute information.
- C. Upon written request, The Board agrees to provide the UTF information regarding District finances, adopted budgets, and other information needed for collective bargaining or grievance processing. The Board need not provide information that is unavailable or provide information in a form other than used or prepared by the Board.
- D. UTF representatives authorized by the Board may transact official UTF business on school property. Such business must not interfere with school operations. UTF representatives shall check in at the office upon entry into a school building.
- E. Use of Buildings. The UTF may use school buildings for UTF meetings at reasonable hours. The UTF must make advance request for such use pursuant to applicable policies the Board provides.
- F. Union Activity Leave.
  - 1. The Board will provide a total of fifty (50) days each school year during this Agreement for the UTF’s elected officers or committee chairpersons to attend MEA or NEA meetings.
  - 2. Union Activity Leave shall be without deduction from salaries, provided that the UTF pays the cost of any necessary substitute teachers.
  - 3. Union Activity Leave may not be used for grievance meetings, negotiations, arbitrations, or adversary legal or administrative proceedings involving the Board.
  - 4. The UTF shall annually notify and promptly update the District, in writing, of the names of the elected officers and committee chairpersons. No release time shall be granted unless the UTF notifies the Human Resources Director or designee in writing ten (10) days in advance of the proposed absence.
- G. Faculty Lounges. Where feasible, the Board shall provide a properly ventilated and furnished faculty lounge in each school.

**H. UTF Membership.**

1. Teachers may apply for UTF membership, which shall include membership in the MEA and NEA, as provided by MEA policies. The Board shall not deny Teachers the right to organize, join, or support the UTF. Pursuant to the Public Employment Relations Act, it is not a condition of employment that any Teacher join the UTF or pay dues or agency fees.
  2. The Board will provide a list of Teachers on a monthly basis.
- I. Teachers may form, join, lead and participate in professional, political, religious, and other organizations so long as their activities do not impair their effectiveness as a teacher or disrupt the educational process. Teachers may wear UTF insignia during work hours.

**Article 3 – Board Rights**

- A. The Board retains all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by this Agreement. These rights include, but are not limited to, the right:
1. To manage, administer, and control the school system, its properties and facilities, and the professional activities of its employees;
  2. To hire, evaluate, dismiss, demote, promote, transfer, direct, and determine the qualifications of employees and the conditions of their continued employment, and to decide the size of the work force, in compliance with PERA, the Revised School Code, and other applicable law;
  3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students;
  4. To decide upon the means and methods of instruction, including selection of textbooks, teaching materials, and teaching aids;
  5. To determine the financial policies including all accounting procedures.
  6. The Board shall make reasonable efforts to recruit and hire persons from underrepresented groups.

**Article 4 – Lesson Planning**

- A. Lesson planning is an essential part of effective teaching and learning. The primary function of lesson plans is to facilitate effective teaching.
- B. Lesson plan content must comply with applicable state standards and instructional models. However, a teacher may use a format and medium that the teacher, or a Shared Decision – Making team, chooses.
- C. Lesson plans should be easy to read and understand as they are left for substitute teachers to implement.
- D. Teachers will prepare lesson plans on at least a three-day rolling basis.

### **Article 5 – Negotiation Procedures**

- A. The parties shall begin negotiations for a successor Agreement in accordance with this Article at least six (6) months before this Agreement expires.
- B. Each party may select its representatives for collective bargaining without interference from the other.
- C. At the first meeting of the bargaining teams, the parties shall establish negotiation ground rules.
- D. Once a tentative agreement is reached, both bargaining teams agree to present it to their governing bodies and strongly recommend its ratification. The tentative agreement may not be executed before both parties ratify it.
- E. Upon its ratification by the parties, this Agreement shall be made electronically available.
- F. If the parties agree to negotiate during school hours, any Teacher who attends a bargaining session as a member of the UTF bargaining team shall be released from regular duties without loss of pay for that session.
- G. This Agreement may only be amended by the parties' written and executed consent.

**Article 6 – Compensation**

A. Salary Schedule

1. The table below sets forth the salaries of teacher for the 2019/2020 school year

		Lanes				
		Index	5%	5%	10%	
		BA	BA+18	BA+36/MA	MA+25	Doctorate
Index 1.5%	1	\$35,339	\$37,106	\$38,961	\$42,955	\$43,255
	1.25	\$35,869	\$37,663	\$39,546	\$43,599	\$43,899
	1.5	\$36,407	\$38,227	\$40,139	\$44,253	\$44,553
	1.75	\$36,953	\$38,801	\$40,741	\$44,917	\$45,217
	2	\$37,508	\$39,383	\$41,352	\$45,591	\$45,891
	2.25	\$38,070	\$39,974	\$41,972	\$46,274	\$46,574
	2.5	\$38,641	\$40,573	\$42,602	\$46,969	\$47,269
	2.75	\$39,221	\$41,182	\$43,241	\$47,673	\$47,973
	3	\$39,809	\$41,800	\$43,890	\$48,388	\$48,688
	3.25	\$40,406	\$42,427	\$44,548	\$49,114	\$49,414
Step Increments	3.5	\$41,012	\$43,063	\$45,216	\$49,851	\$50,151
	3.75	\$41,628	\$43,709	\$45,894	\$50,599	\$50,899
	4	\$42,252	\$44,365	\$46,583	\$51,358	\$51,658
	4.25	\$42,886	\$45,030	\$47,282	\$52,128	\$52,428
	4.5	\$43,529	\$45,705	\$47,991	\$52,910	\$53,210
	4.75	\$44,182	\$46,391	\$48,711	\$53,703	\$54,003
	5	\$44,845	\$47,087	\$49,441	\$54,509	\$54,809
	5.25	\$45,517	\$47,793	\$50,183	\$55,327	\$55,627
	5.5	\$46,200	\$48,510	\$50,936	\$56,157	\$56,457
	5.75	\$46,893	\$49,238	\$51,700	\$56,999	\$57,299
	6	\$47,597	\$49,976	\$52,475	\$57,854	\$58,154
	6.25	\$48,310	\$50,726	\$53,262	\$58,722	\$59,022
	6.5	\$49,035	\$51,487	\$54,061	\$59,602	\$59,902
	6.75	\$49,771	\$52,259	\$54,872	\$60,497	\$60,797
	7	\$50,517	\$53,043	\$55,695	\$61,404	\$61,704
	7.25	\$51,275	\$53,839	\$56,531	\$62,325	\$62,625
	7.5	\$52,044	\$54,646	\$57,379	\$63,260	\$63,560
	7.75	\$52,825	\$55,466	\$58,239	\$64,209	\$64,509
	8	\$53,617	\$56,298	\$59,113	\$65,172	\$65,472
	8.25	\$54,421	\$57,142	\$60,000	\$66,150	\$66,450
8.5	\$55,238	\$58,000	\$60,900	\$67,142	\$67,442	
8.75	\$56,066	\$58,870	\$61,813	\$68,149	\$68,449	
9	\$56,907	\$59,753	\$62,740	\$69,171	\$69,471	
9.25	\$57,761	\$60,649	\$63,681	\$70,209	\$70,509	
9.5	\$58,627	\$61,559	\$64,637	\$71,262	\$71,562	
9.75	\$59,507	\$62,482	\$65,606	\$72,331	\$72,631	
10	\$60,399	\$63,419	\$66,590	\$73,416	\$73,716	

B. Placement on Salary Schedule:

1. The District will consider the following when placing new hires onto the salary schedule:
  - a. Teaching experience in school systems outside Flint Community Schools
  - b. Military experience

- c. Other relevant work experience so long as the new hire has an endorsement in the field in which they are assigned and possess a valid teaching certificate
  2. The District will be allowed to place teacher on the salary schedule based on such credit, but not above step increment 3.75.
  3. School Social Workers holding a MSW degree will be placed on the MA salary column, and upon providing a certificate showing completion of ten (10) graduate hours beyond the MSW degree, they will be placed on the MA+25 column.
  4. If a teacher has FCS employment service, and the teacher left FCS and took a position elsewhere, and applied for a current open FCS position, interviewed and was selected, the teacher shall be placed on the salary schedule at the step/step increment and lane level (or equivalent) they were at before they left.
- C. Moving step increments (down) on Salary Schedule:
  1. For the 2019/2020 school year:
    - a. The UTF and FCS will collaboratively place all teaching staff on the new incremented salary schedule based on their Education level and current base salary. Teachers will be placed in their current lane at the step increment that is greater than or equal to their current base salary.
    - b. Any teacher on the previous salary schedule below (year 2) will move to step increment 1 of the salary schedule outlined in section A of this Article.
    - c. If a teacher is currently in lane MA+15 (on previous contract salary schedule), they will be placed in lane BA+36/MA at the step increment that is greater than or equal to their current base salary.
    - d. Any teacher, once placed, on any step increment above 1 will move 1 step increment.
  2. For the 2020/2021 school year:
    - a. During bargaining, the District and UTF will collaborate and create “ability to pay” triggers that are both beneficial for the district and UTF.
- D. A teacher will receive salary credit on the salary schedule for a given school year, provided the teacher has been on District payroll one day more than fifty percent (50%) of the teachers’ regularly scheduled work year, excluding holidays. Days covered by Paid Time Off (PTO or Sick Bank days are counted as work days under this Section H.
- E. Longevity:
  1. The District shall annually include a longevity payment in a teacher’s last paycheck before the Christmas recess as follows:
    - a. \$500.00, Starting a teacher’s fifth (5th) year of Flint Community School service
    - b. \$750.00, Starting a teacher’s tenth (10th) year of Flint Community School service.
    - c. \$1000.00, Starting a teacher’s fifteenth (15th) year of Flint Community School service
    - d. \$1,250.00, Starting a teacher’s twentieth (20th) year of Flint Community School service and every year thereafter
- F. Recruitment and Retention of Teachers Incentives:
  1. In collaboration with the UTF, the District will be allowed to pay grant-funded recruitment and retention incentives to teachers in high need positions.
  2. The amounts of the payments, and names of the teachers who will be receiving the incentive payments, will be provided to the UTF.

G. Salary Differentials:

1. The Board reserves the right to eliminate any position paying a salary differential or to add positions to the said list of such salary differentials as may be determined after negotiations between the Board and the UTF.
2. Assignments under this section will not be considered to be official nor will an employee be eligible for a differential until and unless a differential is established and a Supplemental Salary Contract ([Appendix A, page 37](#)) is entered into between the employee and the Board.
3. Unless otherwise noted, one-half of the differential shall be paid on the last pay date in the first semester. The remaining one-half of the differential shall be paid on the last pay date in the second semester
4. \* Payments are made immediately after conclusion of job duty (to be established.)
5. \*\* Department or building staff elect/select as appropriate and then informs building administration.
6. Differentials:

Job	Differential
7th-12th Band/Orchestra per school	2800
7th-12th Vocal per school	1700
7th-12th Yearbook/Newspaper	1700
7th-12th Major Fine Arts Productions per production	1100
<b>Ancillary Essential Duties – Bus duty**</b>	
Ancillary Essential Duties – Testing Coordinator	1000
Ancillary Essential Duties – Other	1000
<b>Academic Coaches</b>	
Instructional Specialists	2800
Mentors	500
Curriculum Development Specialist	5000
ELL Instructional Specialist	5000
GSRP Coordinator	3500
School Improvement Coordinator**	1700
Professional Learning Coordinator**	1700
<b>National Honor Society Sponsor**</b>	
National Junior Honor Society Sponsor**	1700
Student Council Advisor**	1700
<b>Elementary Building Math Content Chair**</b>	
Elementary Building ELA Content Chair**	1500
Elementary Building Science Content Chair**	1500
Elementary Building Social Studies Content Chair**	1500
Middle School (7th-8th) Team Leaders**	1500
7th-12th Department Chairs**	1500
Building Level ESL**	1500
Reading Corp. Lead**	1500
PBIS Coordinator**	1500
<b>9th Grade Class Sponsor**</b>	
10th Grade Class Sponsor**	1000
11th Grade Class Sponsor**	1250
12th Grade Class Sponsor**	1500
<b>**BPA Advisor*</b>	
**Debate*	1700
**DECA Advisor*	1700
**Quiz Bowl Sponsor*	1700
**Robotics Advisor/Coach*	1700
**Science Olympiad Sponsor*	1700
**Special Olympics Coordinator*	1700



**H. Voluntary Sixth Period:**

1. The District shall identify shortage areas at the beginning of the school year and/or after first semester with the understanding that the District's goal is to fill all vacancies with regular full-time teachers and may offer additional classes to current educators only when it becomes apparent that the District is experiencing challenges filling such positions.
2. Educators (e.g., teacher, counselor, etc.) certified and qualified to teach in areas designated as a shortage area due to absence of regular full-time teachers may volunteer to accept an additional class assignment.
3. Teachers are eligible for the sixth period additional class assignment(s). Additional class assignment(s) at the secondary level may be taught during duty or preparation period.
4. Educators must complete the District's form designated to submit application for the additional assignment.
5. Teachers must be rated at least effective in their current assignment to be eligible for the additional assignment.
6. Additional class assignments shall be first offered to teachers of the department in which the class is scheduled. Criteria such as effectiveness rating (and/or seniority if equivalent), attendance, etc. shall be considered to determine eligibility for the additional assignment.
7. Human Resources shall maintain a list of shortage areas and will validate the vacancy (ies) with administration prior to processing the additional class assignment(s).
8. The Union shall be notified of shortage areas for informational purposes.
9. Additional class assignments shall be for one (1) semester and may be renewed for the subsequent semester.
  - a. Additional class assignment(s) are based on availability and will be discontinued immediately upon hire and assignment of a regular full-time certified teacher.
  - b. If a regular full-time certified teacher is assigned to fill the vacancy, the educator must complete a new form to submit application for an alternate additional assignment.
10. Teachers who volunteer and are assigned to teach an additional class(es) shall work their regular schedule with the addition of the sixth period.
11. Each class period shall be considered a one-hour (1) assignment with teachers being paid one-sixth (1/6) (16.67%) of their daily rate. Additional class assignments shall be paid on the teacher's regular pay cycle.
12. The District shall implement and maintain a process and procedure for compensation regarding the additional class assignment for teachers.

**I. Paid Professional Development:**

1. Required Summer/Weekend/After Hours Professional Development: \$30.00 per hour
2. Voluntary Professional Development: \$30.00 per hour

**J. Stipends:**

1. Nationally Board Certified
  - a. \$1,000.00, One-half of the stipend shall be paid on the last pay date in the first semester.  
The remaining one-half of the stipend shall be paid on the last pay date in the second semester.

**K. Providing Substitute Services:**

1. "Providing Substitute Services" is defined as:
  - a. Subbing for an absent teacher on a teacher's preparation period.
    - i. Teachers that provide substitute services during their preparation period will receive \$30.00 per hour.
  - b. Having an absent teacher's students split up amongst other classrooms.
    - i. As a last resort, and if there is a need to split an absent teacher's students amongst

- other classrooms, each teacher that takes students will receive a payment of \$150.00 divided by the number of teachers that the students are split up amongst.
- c. Keeping a teacher's own class when a Physical Education, Art, or Music teacher is absent.
    - i. Teachers that keep their own students when students are scheduled to receive Physical Education, Art or Music will receive \$30.00 per class.
  - d. Building Lead Teacher:
    - i. Teachers may be asked to perform as a temporary Lead Teacher for short periods of time with the consent of the teacher, and with the Board assuming full responsibility for those actions of the teacher taken within the parameters of his/her legitimate role as Lead Teacher
    - ii. Teachers performing temporary Lead Teacher responsibilities shall receive a payment of \$30.00 per day in addition to their regular compensation.
    - iii. Teachers cannot act as Lead Teachers if there are not enough substitutes for the building unless the volunteering teacher agrees to act as a Lead Teacher while teaching.
2. Non-Load Bearing teachers (intervention teachers and the like) are not eligible to receive payments for providing substitute services listed in provisions K.1.a, K.1.b, or K.1.c of this Article.
  3. Any teacher may decline to volunteer to provide any substitute teaching services outlined in Section K of this Article.
  4. See [Appendix H, page 46](#), for the form for providing substitute services.
- L. Mileage Reimbursement:
1. Any teacher who is not given a car allowance and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the IRS per mile rate for in-town travel and for out-of-town travel.
  2. All claims for reimbursement shall be made only upon forms provided by the Board.
  3. Claims for reimbursement must be submitted at least quarterly and must be for the current fiscal year.
  4. Claims not submitted timely will not be honored.
- M. **Counselors and Librarians** shall be employed on a teacher contract and given a supplementary contract for an additional week at their regular contractual salary, with the additional week being prior to the opening of school or after the close of school with the authorization of the Principal.
- N. Payments of Compensation:
1. Any teacher may choose, subject to IRS guidelines, to have any type, and amount, of compensation outlined in this Article deposited in their Board approved annuities, Health Savings Account, Health Reimbursement Account, Flex Savings Account, or the like.
- O. No later than September 30 of each school year, the Office of Human Resources will have every teacher complete and sign (or confirm via email) a salary verification form/email which shall include the teacher's annual base salary, step increment, and lane.
1. Once completed, the Office of Human Resources will compile this information into a roster spreadsheet and provide it to the UTF President.
- P. All teachers will be paid on a twenty-six (26) pay period cycle.

## Article 7 – Professional Growth

- A. Lane Advancement: Approval of training increment credits shall be the responsibility of the Office of Human Resources.
1. Teachers accumulating enough credit hours for movement to a higher lane on the salary schedule shall receive an adjustment which shall be effective at the beginning of the payroll period after a completed Salary Adjustment Form ([Appendix C, page 39](#)) with attached official transcripts demonstrating completion of coursework, is received by the Office of Human Resources. It shall be the responsibility of the teacher to apply for a salary adjustment, obtain official transcripts and (if needed) a letter from the registrar, and to deliver the Salary Adjustment Form and other documents to the Office of Human Resources.
  2. The Office of Human Resources will provide a duplicate copy of any Salary Adjustment Form and official transcripts with an original “received” date and time stamp to the teacher. If the official transcripts are not available at the time the Salary Adjustment Form is submitted, the Office of Human Resources will email a scanned copy, including “received” date and time stamp, to the teacher.
  3. Only graduate level credits will be accepted to move from BA to BA+18, BA+18 to BA+36/MA, BA+36/MA to MA+25, and MA+25 to Doctorate.
  4. Only credits earned after the baccalaureate degree will be accepted for advance placement on the salary schedule.
  5. Credits used to grant lane advancements may only be used once.
  6. Courses to be credited toward salary advancement must be directly related to the teacher’s certification area/s or must aid in qualifying the teacher for another teacher assignment that currently exists in the district that requires teacher certification or State Department of Education approval. Exceptions may be approved by the Office of Human Resources, in writing, and should be done prior to enrolling in the class.
  7. SCECHs may be used to compliment graduate credits for lane advancement not to exceed 30 SCECHs per lane adjustment.
  8. Conversion SCECHs to Semester Hours:
    - 10 Clock Hours = 1 CEU
    - 3 CEUs = 1 Semester Hour
    - 1 Clock Hour = 1 SCECH
    - 30 SCECHs = 1 Semester Hour = 25 Hours of Professional Learning
- B. Recertification
1. District Provided Professional Development (DPPD). As the district is required to provide five (5) days (or thirty (30) hours) of professional development annually, opportunities provided by the district for DPPD hours may include a combination of district provided PD during district-wide PD days; district provided after school PD opportunities; building-level PLC meetings or PD opportunities, etc.
    - 90 SCECHs = 1 Three (3) Credit Semester Class
    - 1 Three (3) Credit Semester Class = 75 Hours of Professional Learning
- C. Mentoring
1. The Mentor selection and procedures are contained in the Mentoring handbook (currently under revision with University Partner, MSU). This handbook will be provided electronically to new teachers by the Office of Human Resources or if requested by current teachers.
  2. The stipend for mentor teachers is contained in [Article 6.G.6, page 7](#).

- D. Before individual teachers are expected to implement mandated district initiatives, they will be provided with professional development opportunities designed to train and enable those teachers to fully implement such mandates.
- E. The District and the Union agree that meaningful professional growth is a vital component of supporting employees as they strive to increase the academic achievement of each student. During March of each year, the parties will conduct a survey of bargaining unit members to guide the selections to be covered during the Professional Development meetings for the following school year. Each year the sessions will be related to the District goals, systemic reform, and other school related issues.

### **Article 8 – Calendars, Teaching Days, and Hours**

- A. Calendar
  - 1. The parties have agreed to implement a District-wide balanced calendar beginning with the 2019-20 school year ([Appendix B, page 38](#)).
  - 2. The school calendar shall contain:
    - a. 180 student days
    - b. 183 Teacher work days consisting of:
      - i. 180 student days
      - ii. 1 day to prepare classroom before the first day of school for students
      - iii. 2 record's days
      - iv. District Provided Professional Development is built into the calendar/s.
    - c. Teachers will not be required to work on the following days:
      - i. Friday before Labor Day
      - ii. Labor Day
      - iii. Thanksgiving
      - iv. Friday after Thanksgiving
      - v. Christmas Eve
      - vi. Christmas Day
      - vii. New Year's Day
      - viii. Martin Luther King Day
      - ix. President's Day
      - x. Good Friday
      - xi. Memorial Day
  - 3. If the legislature changes the number of required instructional hours or days, the parties shall meet to review the changes in state law and determine needed adjustments.
  - 4. Nothing shall be construed to prohibit the Board from offering any teacher an extended contract, so long as the additional time is paid at the teacher's daily rate established by this agreement.
  - 5. Subject to established waiver procedures ([Article 24, page 30](#)), a shared decision-making committee may recommend a change of the starting and dismissal times or the school calendar for an entire school, or for any segment of school, or to accommodate any mutually agreed upon pilot programs approved by the Board.
- B. Teaching Days and Hours:
  - 1. The standard work day for all teachers is seven (7) hours. All teachers shall have a duty-free lunch period equal in length to the student lunch period.
  - 2. All building staff will facilitate the orderly entrance and exit of students to and from the school building, prior to and following the instructional day subject to the procedures established at the building Shared Decision-Making Committee.

3. Building schedules will reflect adequate time for teacher record keeping.
4. Regular monthly staff meetings shall be scheduled at the beginning of the year, within Shared Decision-Making Committees, provided that any such meetings shall be canceled if unnecessary.
  - a. Staff meetings shall be as brief as possible.
  - b. Staff meetings shall be commenced before or immediately after school.
  - c. Staff Meetings shall be scheduled for no longer than one (1) hour.
  - d. Staff meetings, other than the scheduled one per month needed, shall go to the shared decision-making committee to approve and to formulate the agenda and meeting date and/or time. This does not preclude the right of the building Principal to call emergency meetings.
  - e. Professional development shall not be an agenda item of regular monthly staff meetings.
  - f. Half-time teachers and teachers assigned to more than one building shall not be required to attend more than half of the meetings and/or activities in their building/s, except as otherwise provided in this agreement.
    - i. The activities the teacher attends will be determined by the teacher and the building administrator/s in a joint meeting at the beginning of the school year.

C. Building/District Closures:

1. If a building or district closure is to occur, the district will make every effort to notify staff in a reasonable time, at least one (1) hour, before teachers are expected to report to work.
2. A partial instruction day closure will not be made up if the day counts as a day of instruction.
3. If there is a need to add full instruction days to comply with state law, the parties agree to meet, discuss and mutually agree when full instructional days will be rescheduled due to closures. If partial or full days are rescheduled due to closures, teachers will be paid at their per diem rate accordingly.
4. If the District is closed on the day scheduled for the teacher to prepare classrooms before the first day of school for students, or a scheduled record's day, the parties will meet, discuss and mutually agree when the day will be made up. Teachers' pay will not be affected by a District closure.
5. The District will notify teachers of rescheduled days no later than May 1.
6. If the entire school district is closed due to a district-declared snow or other emergency, teachers will be excused from school without penalty.
  - a. Any teacher who had submitted use of PTO on the district-declared snow or other emergency day shall not be charged that PTO against their PTO accruals.
  - b. Any teacher on a paid leave of absence on the district-declared snow or other emergency day shall not be charged that PTO against their PTO accruals.
7. If an individual building is closed due to conditions not within the District's control, teachers may be notified where to report.

**Article 9 – Preparation periods, Master schedules, Parent-Teacher Conferences, Travel**

- A. The parties recognize and agree that the following provisions are congruent with the staffing plan and the educational plan that this contract supports, and that such staffing and educational plans shall supersede any provision to the contrary.
- B. Preparation/Planning Periods:
  1. Any deviation of the provisions of section B of this Article requires a waiver ([Article 24, page 30](#)).
  2. Elementary School (Grades PK-6)

- a. The weekly teaching load in the elementary schools will be thirty (30) hours of student instruction. In addition, each elementary teacher will have five (5) unassigned preparation periods totaling two hundred twenty-five (225) minutes per week., scheduled before or after instructional time. (Or a combination of before and after instructional time.)
  - b. Teachers will not be required to remain in their rooms when their students are receiving ancillary instruction by an assigned ancillary teacher. This release time for classroom teachers will be used for preparation time or Professional Development/PLC sessions.
  - c. During the beginning of the 2019/2020 school year, a committee will be formed to work on implementing an elementary schedule that includes during the day planning time. This committee will bring a recommendation to the UTF and the District by means of an amendment to the collective bargaining agreement pending ratification by both parties.
3. Secondary Schools (Grades 7-12)
- a. The daily teaching load in secondary schools will be five (5) teaching periods of no more than sixty (60) minutes and one (1) duty-free preparation period.
  - b. It is recognized that there will be an occasional need for a homeroom period and that such needs shall be determined by the building Principal, or his/her designee.
  - c. No teacher will have more than three (3) separate preparations except where more are necessary to complete the schedule for that teacher or to fully implement the curriculum of the school, or at the teacher's request.
  - d. Duty-free preparation periods will be assigned to each teacher during the instructional hours, and each preparation period will be no less than the length of an instructional period.
  - e. Assignment to homeroom periods shall be assigned equitably among teachers. In lieu of a homeroom assignment, a teacher may be assigned to supervision of the corridors or other appropriate responsibility during the homeroom period
- C. Master Schedules:
1. Though the creation of the master schedules is the responsibility of the District, the parties agree to collaborate, for input purposes, before the master schedules are finalized.
  2. The master schedules, including building bell schedules, in all buildings will be shared with staff, and the UTF, a minimum of two (2) weeks before the first day teachers report for the school year.
- D. Parent-Teacher Conferences/Open houses:
1. Teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the normal working day.
  2. Each teacher will accept not more than two (2) assignments per semester.
  3. These meetings will not exceed three (3) hours each. Start and end times shall to be determined by the building's Shared Decision-Making Committee.
- E. Teachers that travel:
1. Travel time of homebound teachers and teachers assigned to more than one building shall be considered as part of such teachers' teaching time.
  2. Teachers who are assigned to more than one building shall consult/collaborate with their respective building Principals to adjust their schedule to ensure a preparation period.
  3. Mileage will be paid to teachers that travel between buildings at the established IRS rate. Teachers are responsible for keeping a log of their mileage to be included when submitting requests to Human Resources for mileage reimbursements.
  4. Submissions of mileage shall be done monthly.

F. Professional Learning Communities (PLCs):

1. The District and the Union agree that meaningful professional development is a vital component of supporting employees as they strive to increase the academic achievement of each student. Each year PLC sessions will be related to the District goals, systemic reform, teaching strategies, student concerns and issues arising out of adequate yearly progress (or equivalent).
2. No more than two (2) preparation periods per month will be set aside for the purpose of PLC sessions.
3. The purpose of PLCs is for collaborative inquiry with learning outcomes to enhancing teacher practice and increase student achievement. The parties recognize an important component of PLC success is the collaboration between teachers and building administration as well as administration input into PLCs. Generally, PLCs shall be teacher driven, teacher created, and teacher led.  
Building administration and PLC chairs will plan the PLC schedule and staff will be notified of the dates of scheduled PLC sessions at least one (1) week in advance.
4. Additional sessions may be scheduled, and attendance at such additional sessions by employees shall be voluntary.

**Article 10 – Class Sizes, Supplies, Technology, Working and Building Conditions**

A. Class Sizes:

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

Grade/Program	Class Size/ Case Load	Overage	Detail
PK	16	0	Per GSRP State Guidelines
K	25	0	No kindergarten splits allowed
1	27	1	can split
2	27	2	can split
3	27	2	can split
4	28	2	can split
5	28	2	can split
6	28	2	can split
7	30	2	
8	30	2	
9	30	2	
10	30	2	
11	30	2	
12	30	2	
Band/Vocal	Varies	0	Grades 7-12, Teacher to decide
Composition/Writing	30	2	Grades 7-12
Algebra 1	30	2	Grades 7-12
Alternative Education	25	0	Grades 7-12
Classes with Computers	Varies	2	Grades 7-12, not to exceed number of working computers
Counselor to student ratio	300:1	0	Grades 7-12

**B. Class Size Overages:**

1. Teachers who have more pupils entered than the maximum amounts provided in section A of this Article will receive the following “overage premium” added to their compensation: (See above chart for how many students allowed to produce an overage)
  - a. Kindergarten: \$12.00 per pupil per day
  - b. Grades 1-6: \$12.00 per pupil per day
  - c. Grades 7-12: \$2.00 per pupil per class

**C. Split Classrooms/Platoons**

1. It is understood that the Board reserves the right to establish split classes without teacher consent, subject to the chart above, but in no event shall the maximum class size established above be exceeded by the lower grade level class maximum.
2. Assignment of split classes shall be done on a voluntary basis first, followed by involuntary.
3. When split classrooms are created, the teacher who will be assigned to such a classroom will be consulted with respect to the selection of students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible.
4. Platoons in the elementary buildings shall be limited to no more than six (6) sections and subject to the class size chart above. A collaborative conversation between teacher and administration shall take place to ensure the success of platooned students. K-2 teachers must agree before implementing platoons.

**D. Supplies:**

1. The District will use its best efforts to provided adequate supplies, textbooks (including teacher’s editions) and materials in a timely manner in accordance with any curriculum implementation.
  - a. Teachers shall not be held responsible, nor be required to make financial restitution for lost/damaged books assigned to their classroom.
2. The District will use its best efforts to coordinate curriculum changes with the ordering of supplies and materials.
3. The District will provide, for use by all teachers, supplies including, but not limited to:
  - a. Copy paper
  - b. Lined paper
  - c. Staples
  - d. Tape
  - e. Pens
  - f. Crayons
  - g. Pencils
  - h. Working copy and fax machines in every building
4. Teachers must submit requests for such supplies to their building secretary in accordance with the timelines and procedures established by the Board.
5. The District will design and implement a program, in collaboration with the UTF, to ensure accessibility and choice of supplies.
6. In addition to these supplies, each actively employed teacher shall receive two hundred twenty-five dollars (\$225) annually to be spent at the vendor/s of the Board’s choice prior to the first day of school.

**E. Technology:**

1. When and where instructional technology is available, training in the use of equipment, software and instructional methodology will be provided by the District to each teacher.



2. After such training is provided, teachers are expected to use the methodology, software and equipment appropriately.
3. Technology specifically needed to teach a class, such as computers in a computer class, shall be adequately maintained.
4. Technology repair shall be promptly reported to building administration via Vartek/SchoolDude (or the like).

F. Working/Building Conditions:

1. Outside telephones shall be available in every classroom for teacher use for professional and emergency calls.
2. Adequate, safe and maintained parking facilities shall be made available to teachers for their exclusive use. Safe and maintained parking facilities include immediate repair of potholes, ensuring that lighting poles are operational, and the removal of snow and ice prior to teachers reporting.
3. Damage to a teacher's vehicle due to parking lot potholes will be reimbursed by the Board provided the teacher submits receipts for repair.
4. Adequate desks/tables and chairs shall be provided and kept in good repair. Removal and/or repair of broken furniture is responsibility of the district and will be done timely.
5. Bargaining unit members and other professionals shall dress, speak, and behave in a manner that provides a positive model for students and is consistent with Board Policy.
6. Maintenance of facilities is the District's responsibility. The District will use its best efforts to provide adequate facilities maintenance.
  - a. Teacher shall report severely inadequate ventilation, excessive or inadequate temperatures and inadequate custodial care in classrooms and offices to the attention of the Superintendent, or designee, via SchoolDude (or the like).
  - b. In collaboration with the UTF, the District will design and implement a system to facilitate making and tracking reports via SchoolDude (or the like).
  - c. The Superintendent, or designee, will review such reports and will provide a response to the UTF President within fifteen (15) school days regarding measures to be taken to address the teacher's concern(s).
  - d. If temperatures in the classroom are below 60 degrees or above 80 degrees Fahrenheit for more than five (5) consecutive school days, a teacher may request a transfer to another room and the District will use its best effort to accommodate the request.
  - e. If the temperatures in a classroom are below 55 degrees or above 90 degrees Fahrenheit, the UTF President will immediately contact the Superintendent or designee, to discuss solutions.
  - f. The District and UTF commit to the use of a collaborative process to address building condition issues. Where appropriate, upon either party's request, an ad-hoc committee comprised of equal number of District and UTF representatives will convene to identify, discuss, and recommend building condition issues and solutions to the Board.
  - g. The parties agree that improving building conditions to facilitate a balanced calendar and ensure an adequate learning environment for students and working environments for teachers will require the parties' mutual effort and commitment. The UTF and District will use a collaborative process to correct building condition issues.
  - h. Just as the Board will not tolerate bullying amongst students, it is agreed that the Board and the UTF will not tolerate the bullying of staff by other staff or students.
  - i. The Board agrees to reimburse teachers of personal items (current market value) that are stolen or thrown away without owners' consent from locked/secured areas. It is the responsibility of the teacher to lock/secure personal items.

- j. No person will be allowed to enter a district building and wander without escort. This is to ensure that someone does not “drop in” on a classroom unannounced, possibly creating a disruption to the learning environment.

#### **Article 11 – Vacancies, Promotions, Transfers, and Reduction in Staff**

- A. Promotional Vacancies. The Board shall post a vacancy in a District professional position for which certification or a degree is required on the Mid-Michigan Area Public Schools Consortium website or on another website the Board may designate. A teacher may apply for a posted vacancy. No vacancy so posted shall be permanently filled until it has been posted for at least five (5) working days.
- B. Return to a Teaching Position. Teachers who accept positions within the Congress of School Administrators bargaining unit shall have their UTF bargaining unit seniority frozen and shall retain that frozen seniority for the lesser of their UTF bargaining unit seniority or ten (10) years. The District may return an Administrator with frozen UTF bargaining unit seniority to a vacant Teaching position.
- C. Bargaining Unit Vacancies. The Board shall post a vacancy in a District position represented by the UTF on the Mid-Michigan Area Public Schools Consortium website or on another website the Board may designate.
- D. Moving Assistance for Relocated Teachers. The Board will provide assistances to Teachers who are assigned to a new room or building.
  - 1. Teachers assigned to a new building will confer with their new building principal or designee to coordinate Board assistance in moving books, equipment, and other materials and other necessary assistance. If requested, the District may provide a Teacher assigned to a new building with boxes and two (2) days of teaching assignment coverage in order to relocate and set up books and materials.
  - 2. The Board will provide Teachers assigned to a new room in the same building with boxes, moving assistance, and one (1) day of teaching assignment coverage in order to relocate and set up books and materials.
- E. Transfer Requests:
  - 1. Teachers may submit transfer requests in the form provided by the District by April 1 to be considered for the next school year.
  - 2. The District will notify teachers who have submitted a transfer request as provided in this paragraph of the disposition of that request as soon as possible, but in no event later than ten (10) days before the first scheduled teacher work day. The District will provide copies of transfer requests and dispositions to the UTF President at the time the dispositions are provided to the requesting teacher.

#### **Article 12 – Seniority**

- A. Seniority shall be defined as uninterrupted (non-terminated) length of employment as a teacher with Flint Community Schools.
- B. A teacher who returns to active employment after a paid or unpaid leave of absence is not “terminated” for the purposes of this Article, except as otherwise provided by this Agreement or applicable law.

- C. If the Board creates a new or revised job description for a non-administrative position that requires a teaching certificate, the Board shall provide a copy of that job description to the UTF.
- D. Teachers who are absent due to their service in the uniformed services shall accrue seniority as provided in the Federal Uniformed Services Employment and Reemployment Rights Act.
- E. The Board shall prepare and present to the UTF a teacher roster by February 28 of each year. Any teacher may challenge the accuracy of the roster. Any date not challenged within sixty (60) days after issuance will be considered correct for that year or until a revised roster is issued. The roster shall include the following:
  1. Full name of teacher;
  2. Date of hire;
  3. Whether the teacher is tenured or probationary as of the printing of the roster; and
  4. Areas of Certification (and expiration dates).

### **Article 13 – Paid Time Off (PTO)**

- A. Paid Time Off (PTO) shall be credited annually to each teacher on the first day of his/her employment year as follows:
  1. Twelve (12) days for teachers on 39, 40, or 41 week contracts
  2. Thirteen (13) days for teachers on 42 through 47 week contracts.
  3. Fourteen (14) days for teacher on contacts of 48 weeks or more.
- B. Teachers under contract for less than full-time but half-time or more will be allowed one-half (1/2) the normal PTO allowances provided above.
- C. Use of PTO:
  1. Due to challenges in getting substitute coverage, teachers are strongly encouraged to give as much notice as possible for any use of PTO via submission to AESOP, however, teachers shall report their unavailability for work no later than one (1) hour before their scheduled reporting time.
  2. Whenever possible, as a professional courtesy, teachers should give at least twenty-four 24-hour advance notice via submission to AESOP to use PTO days.
  3. PTO days may not be used to extend a vacation, holiday, or travel time except in emergency situations.
  4. PTO days cannot be taken on the first day of school, the last day of school, or days when final examinations are scheduled except in emergency situations.
  5. Up to five (5) PTO days may be used for bereavement purposes.
- D. It is understood that emergency situations arise that are beyond a teacher's control. In these situations, absent teachers who fail to report in a timely fashion that they will be unavailable for work will be charged one (1) PTO day.
  1. Numerous failures to report in a timely fashion may be subject to discipline.
  2. There will be no reduction in pay unless a teacher does not have an available PTO day and falls into deduct (absent without pay).
- E. Teachers that are in deduct and have not met requirements for any unpaid leaves of absence may be subject to discipline.
- F. Teachers that are absent and fail to report (No call – No show) shall be subject to discipline unless it can be shown that the teacher was unable to report the absence.

- G. In the event that a teacher leaves employment with the district, for any reason, and has used more PTO than accumulated on a pro-rata basis, then the amount of PTO in excess may be deducted from the last paycheck the teacher receives.
- H. The unused portion of the annual PTO allowance may accumulate indefinitely.
- I. All teachers shall be credited with and may use their allocated PTO as of the beginning of the school year.
- J. Newly hired teachers shall be credited with, on a pro-rata basis, and may use their allocated PTO as of the effective date of hire.
- K. No teacher shall forfeit or accumulate PTO during an unpaid leave of absence pursuant to this Agreement. Accumulation of PTO automatically terminates on the date that a teacher leaves employment with the district.
- L. Upon a teacher's return to work after an illness or disability of more than five (5) days duration, or for a teacher to receive a paycheck after utilizing their PTO of more than five (5) days duration, a medical statement or other verification as to the reason for the absence shall be submitted (if requested from Human Resources).
- M. In an instance where a teacher is absent more than ten (10) consecutive days, or in any instance where, in the judgment of the Board, a teacher's health is such that s/he should not report to work, the Board reserves the right to have the teacher examined by a physician selected by the Board. The cost of such examination shall be borne by the Board.
- N. After an illness or disability of fifteen (15) days or more, or in any instance where the Board has reason to believe that PTO days are being misused, the Board may require the teacher to present a Doctor's Verification of Illness or Disability Form. It is understood that prior to the Board requiring a teacher to present a Doctor's Verification of Illness or Disability Form for the reason of allegedly abusing PTO days, the teacher will have been counseled in regards to PTO day usage by the appropriate building administrator.
- O. If the Board believes a question exists with regard to a teacher's health or PTO was misused, in collaboration with UTF leadership, the Board may require the teacher to present verification documentation or to have the teacher examined by a physician selected by the Board at the Board's expense.
- P. All medical information will be treated with utmost confidentiality and shall not be reviewed by personnel other than Human Resources administrators without the teacher's permission.
- Q. All payroll deductions authorized by the teacher will continue while the teacher is being compensated by use of PTO or sick bank days.
- R. All PTO must be exhausted before utilizing LTD coverage.
- S. The Sick Bank Committee may grant use of PTO for an emergency in excess of the limitations in this Article.
- T. A teacher who is absent because of injury or disease and is receiving benefits under the Michigan Workers' Disability Compensation Act (WDCA) may deduct the difference between

WDCA benefits and his/her regular salary from accumulated PTO on a pro-rata basis ([Article 17.K, page 25](#)).

- U. The Board shall provide every teacher an accounting of their accumulated PTO before October 31 of each calendar year of this Agreement. The accounting shall not be binding upon the teacher or the Board.
- Q. Attendance Award:
  1. The intent of the attendance award is to reward teachers that use two (2) or fewer PTO days during the entire school year. The summative maximum award is \$600.00.
    - a. Teachers who utilize two (2) or fewer PTO days during the first semester shall receive an attendance award of \$300.00.
    - b. Teachers who have utilized no more than two (2) PTO days for the entire school year will receive an additional attendance award of \$300.00.
    - c. Attendance award payments will be paid on the first pay period following the end of each semester.

#### **Article 14 – Sick Bank**

- A. The UTF will solely administer and operate a Sick Bank on a voluntary basis. The Association will establish a committee to administer the Sick Bank and to provide to the FCS Business Office relevant information including, but not limited to, donated PTO days, recipient, and PTO days awarded.
- B. All communication and requests regarding the policy and guidelines of, application for, use of, or termination from the Sick Bank shall be directed solely to the UTF via email to [utfsickbank@gmail.com](mailto:utfsickbank@gmail.com).

#### **Article 15 – Leaves of Absence**

- A. Family and Medical Leave Act (FMLA). Any teacher who otherwise qualifies for Family Medical Leave under the FMLA may exercise the rights set forth in the Act.
  1. For determining eligibility for leave under the FMLA, the District will use a rolling twelve (12) month period beginning on the date a teacher begins using FMLA leave, except where otherwise required by law.
  2. A teacher must exhaust all accumulated PTO during FMLA leave.
  3. If a teacher requests a leave of absence for any FMLA-qualifying reason, the approved leave of absence will be applied against the teacher's FMLA entitlement.
  4. Teachers who take FMLA leave may be required to repay health care premiums to the District if the employee fails to return to work following that leave.
- B. Extended Illness (Non-FMLA)
  1. Any teacher whose FMLA-qualifying condition extends beyond the period compensated for, or for which a position is held pursuant to the FMLA, may be granted a continuous, unpaid Extended Illness Leave, not to exceed two (2) school years (four [4] total semesters), upon an application to the District that shows that the FMLA-qualifying condition continues. The District may require a teacher on Extended Illness Leave periodically to recertify the FMLA-qualifying condition. Upon expiration of the leave, the teacher shall certify to the District that s/he is available to return to work, and request a return to an available position for which the teacher is qualified.

2. Unrequested leaves of absence for physical or mental illness and/or disability for teachers shall be governed by the Michigan Teacher Tenure Act.
- C. Jury Duty and Court Service
1. A teacher called for jury duty, shall give his/her immediate supervisor proper notice and the District will provide the teacher his/her regular pay. The teacher must collect the jury duty payment and tender it to the District.
  2. A teacher subpoenaed to serve as a witness in a court action involving the District or arising out of his/her employment, shall give his/her immediate supervisor proper notice and the District will provide the teacher his/her regular pay. The teacher must collect any witness fee payment and tender it to the District.
- D. Parental Leave
1. Upon request, a teacher shall be granted a parental leave without pay at any time for the purpose of childbirth. The teacher shall present a certifying statement from the teacher's physician to the Office of Human Resources, whenever possible, sixty (60) days before such a leave.
  2. Upon request, a teacher shall be granted a parental leave without pay at any time for the purpose of adopting a child. The teacher shall notify the Office of Human Resources at the time of application for adoption and, further, if an interval of sixty (60) days elapses following the most recent notice to the Office of Human Resources of the pending adoption, the teacher shall submit another notice.
  3. The teacher shall choose one (1) of the following options for his/her leave:
    - a. The remainder of a school year (plus one (1) or two (2) subsequent school years as he/she desires).
    - b. An entire school year (plus one subsequent school year as s/he desires).
  4. Parental Leave counts against the FMLA entitlement of the teacher taking Parental Leave.
- E. Uniformed Service Leave
1. Leave for uniformed service will be granted in accordance with the requirements of applicable law.
  2. Whenever a teacher who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called involuntarily to active service during his/her contractual year, the Board of Education shall pay the teacher, for a period of up to two (2) weeks, the difference between his/her regular salary and the allowance received from the State of Michigan or other governmental authority for such service. Before such payment shall be made, the teacher shall file in the Office of Human Resources 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. Detached Service Leave
1. The Board may, in its discretion, grant a detached service leave for work with an official governmental agency including the Peace Corps, or for serving in an elected political office or as an aide to an elected political official. A teacher who is on tenure and who is granted detached service leave shall not forfeit his/her tenure status.
  2. Teachers on detached service leave shall not receive years-of-service credit toward salary increments for the period of the leave.
  3. The teacher shall choose one (1) of the following options for his/her leave:
    - a. The remainder of a school year (plus one (1) or two (2) subsequent school years as s/he desires).
    - b. An entire school year (plus one (1) subsequent school year as he/she desires).

G. Study Leave

1. A teacher may submit a plan for up to a year of fully scheduled academic study which substantially contributes to his/her competence in his/her teaching assignment. The District may, in its discretion, approve leave for that study.
2. Only one (1) such leave will be granted to a teacher unless s/he is requested to take additional study leave by the Board.
3. No more than one percent (1%) of eligible teachers, rounded to the nearest whole number, for which experience increments are granted will be approved for study leave in any one (1) academic year. Denial of study leave may be grieved on the grounds that such denial is unreasonable, provided that no denial shall be unreasonable if ten (10) study leaves have been granted in that academic year. The Board shall promulgate a policy governing study leaves.

H. Miscellaneous

1. Leaves of absence under this Article, with the exception of extended illness and parental leaves, shall be granted only after the completion of probationary service.
2. Premium payments for fringe benefits and accrual of PTO do not continue during unpaid leave, except as required by law.
3. A teacher may request additional time for an unpaid leave of absence. The District, in its discretion, may grant the request.
4. A teacher may choose to terminate a requested leave by giving the District at least two (2) weeks written notice of their intent to return with reason given.
5. After all approved leaves have expired, the teacher shall return to work pursuant to Board policy, or will be deemed to have voluntarily resigned employment.

**Article 16 – Retirement Benefits**

A. Notice of Retirement Incentive:

1. A teacher who provides notice on or before February 15 of their intent to retire at the end of the school year shall receive a \$1,000.00 stipend upon verification of retirement with the Michigan Office of Retirement Services.
2. If notice to retire is given after February 15, the stipend will be prorated as follows:

February 16-April 30	May 1 and after
\$700.00	\$0.00

B. Terminal Pay for Accumulated Paid-Time-Off (PTO):

1. Any teacher who retires shall receive \$45.00 additional terminal pay for each unused accumulated PTO day (prorated for fractional days) up to a maximum of 125 PTO days

C. If a teacher employed by the Board dies after retirement, but prior to payment of those benefits in the provisions A and B above, the said benefits shall be paid to the beneficiaries under the State retirement plan, or to the estate of that qualifying teacher.

### Article 17 – Insurance Protection

- A. The District shall provide fully-insured medical insurance and ancillary insurance benefits (Life, Long-Term Disability, Dental, and Vision Insurances) for eligible employees.
- B. The plan year for the following benefits is notated on each.
- C. Open Enrollment:
  - 1. The open enrollment period for Medical/Health Insurance shall be at least two (2) full weeks in the month of November annually.
  - 2. The open enrollment period for ancillary benefits shall be at least two (2) full weeks in the month of May annually.
- D. Medical/Health Insurance: (January 1 through December 31)
  - 1. Annually, the District will pay up to the 2016 PA 152 - Public Employer Contributions to Medical Benefit Plans Annual Cost Limitations (Hard Cap) on behalf of each eligible teacher who elects medical insurance coverage.
    - a. 2016 Hard Caps
      - i. Single: \$6,142.11
      - ii. 2-Person: \$12,845.04
      - iii. Family: \$16,751.23
  - 2. The district will provide the following medical/health insurance benefits to regularly assigned full-time teachers and their eligible dependents through Michigan Education Special Services Association (MESSA):
    - a. MESSA ABC1, Deductibles \$1,400/\$2,800 (Single/2-person and Family)
    - b. MESSA Choices, Deductibles \$1,000/\$2,000
    - c. MESSA Choices, Deductibles \$1,000/\$2,000, 10% Co-insurance
    - d. MESSA Essentials, Deductibles \$375/\$750, 20% Co-insurance
  - 3. Plan specifics will be made available upon request as well as on the District's transparency reporting site.
  - 4. Teachers will pay any premium share contributions through payroll deductions, spread over twenty-two (22) pay periods, pursuant to a Section 125 Plan adopted and administered by the District.
  - 5. Medical/Health Insurance Alternatives:
    - a. On or before July 1, either party may request a market study to review comparable insurance alternatives. The market study must include PAK quotes through MESSA. If a market study is requested, and based on the results, either party may request to reopen the contract for negotiations on medical/health insurance plan options.
  - 6. Medicare Reimbursement:
    - a. The District shall provide for each regularly assigned full-time teacher eligible for and enrolled in Medicare Part A (hospitalization) and Part B (medical) the entire premium the teacher pays for his/her Medicare coverage, upon presentation of verification of premium payment to the Office of Human Resources. In no event shall the reimbursement for such premium exceed the premium amount paid by the District for teachers not eligible for Medicare coverage.
  - 7. Cash-in-lieu of medical/health insurance coverage:
    - a. For bargaining unit members who are eligible for health coverage benefits, but who are covered by, or choose to be covered by a spouse's health plan, will receive a cash-in-lieu payment of \$2,000.00 per school year paid in two equal installments of \$1,000.00 paid on the last pay date of the first and second semesters.



- E. Life Insurance: (July 1 through June 30)
1. The district shall provide, without cost, to regularly assigned full time teachers, group term life insurance protection through One America which shall pay to the teacher's designated beneficiary the sum of \$50,000.00.
  2. The coverage provided in the District's group term life insurance policy to regularly assigned full time teachers will continue at no cost to the teacher, as provided in the policies and not in conflict with the Master Teacher Contract, while the teacher is on LTD and/or remains totally disabled.
- F. Long-Term disability Insurance: (July 1 through June 30)
1. The parties agree that the District will provide long-term disability insurance coverage through a plan offered by One America.
  2. The District will provide, without cost, long-term disability insurance to regularly assigned full time teachers. The policy will provide a ninety (90) working day elimination period; reimbursement of sixty percent (60%) of gross contractual salary, with a monthly cap of \$3,000.00; and benefit termination after five (5) years.
  3. The coverage provided in the District's long-term disability policy to regularly assigned full time teachers will continue at no cost to the teacher, as provided in the policies and not in conflict with the Master Teacher Contract, while the teacher is on LTD and/or remains totally disabled.
- G. Dental Care Insurance: (Currently July 1 through June 30, though changing to January 1 through December 31)
1. The District will provide, without cost, dental care insurance to regularly assigned full time teachers through the BCBS Dental. Benefits under such plan shall be in accordance with the terms of the Group Plan Policy.
  2. All teachers shall be eligible for dental coverage from the District, even if the teacher, the teacher's spouse, or the teacher's dependents have dental coverage paid by any other source.
  3. Teachers with dental insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.
- H. Vision Care Insurance: (July 1 through June 30)
1. The District will provide, without cost, vision insurance through MESSA at the VSP 2S benefit level to regularly assigned full time teachers. Benefits under such Plan shall be in accordance with the terms of the Group Plan Policy.
  2. All teachers shall be eligible for vision coverage from the District, even if the teacher, the teacher's spouse, or the teacher's dependents have vision coverage paid by any other source.
  3. Teachers with vision insurance from any other source may coordinate benefits so as to receive no more than one hundred 100% percent coverage.
- I. Life/Long-Term Disability/Dental/Vision Insurance Alternatives:
1. 90 days before open enrollment (or earlier) either party may request a market study to review any or all Life/Long-Term Disability/Dental/Vision insurance for comparable alternatives. The market study must include PAK quotes through MESSA. If a market study is requested, and based on the results, either party may request to reopen the contract for negotiations on Life/Long-Term Disability/Dental/Vision insurance plan options.

- J. Part-Time Teachers:
1. Each teacher under contract to work less than full time but one-half time or more, is entitled to receive health insurance.
  2. The District will pay one-half ( $\frac{1}{2}$ ) of the premium amounts it would pay for the teacher and dependents if the teacher were a regular full-time teacher.
  3. The teacher will pay all amounts in excess of the District's required contribution through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District.
- K. Worker's Compensation:
1. A teacher who is absent because of injury or disease and is receiving benefits under the Michigan Workers' Disability Compensation Act (WDCA) may deduct the difference between WDCA benefits and his/her regular salary from accumulated PTO on a pro-rata basis.
  2. A teacher who is absent because of injury or disease and is receiving benefits under the WDCA, and has exhausted all their accumulated Paid-time-off (PTO), will receive from the Board difference between the teacher's regular daily salary minus salary offsets provided by, or contributed to by the Board, all compensation received as a result of new gainful employment, and all income resultant from an increased time commitment to previously held other employment, other than that with the Board, for the period of disability, not to exceed two (2) years.
  3. The Board reserves the right to have the employee examined by a physician selected by the Board. The cost of such examination shall be borne by the Board.
  4. The Board must comply with all provisions found in the WDCA.
- L. The District, by providing the coverages set forth in this Article, is relieved from all liability with respect to the benefits provided by those coverages.
- M. All teachers, as an ongoing condition of continuing coverage, are obligated to comply with all terms of the insurance policies provided under this Article.
- N. The cost of sponsored dependent coverage for all sponsored dependents will be borne by the sponsoring teacher and not by the District.
- O. A teacher shall not be prohibited from returning to work because the teacher is in a cast, on crutches, or using other similar support mechanisms, provided the teacher's physician will certify to the teacher's ability to return to work, and provided further that the teacher can perform the essential duties of his/her assignment.

#### **Article 18 – Protection of Teachers**

- A. The District fully supports student discipline procedures and policies, including enforcement of the Code of Student Conduct. The District and the teachers recognize a mutual responsibility for the enforcement of discipline policies, which will be enforced fairly and consistently without bias.
- B. A teacher shall report any case of alleged assault on a teacher related to a school-centered problem. The Board shall render reasonable assistance and support to the teacher (excluding legal counsel) with respect to law enforcement, judicial, and medical proceedings, including filing legally required reports. The District shall promptly report any alleged assault upon a teacher while the teacher is working to an appropriate law enforcement agency. Teachers who are assaulted shall participate fully in all investigations and expulsion hearings. The Board shall

promptly notify a reporting teacher of the disposition of any District investigation of the alleged assault.

- C. A teacher will be promptly advised of any complaint about that teacher by a student's parent before the complaint is placed in the teacher's personnel file. The teacher may attach a written response to the complaint.
- D. The District shall not release consumer credit reports or teacher evaluations from a teacher's personnel file without written consent from the teacher, except as required by law.
- E. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.
- F. Students who assault a teacher as defined by the Student Code of Conduct, either with or without a weapon, shall be removed from that teacher's class immediately, pending an investigation. In the event the student is not expelled they shall be reassigned to another class and/or school. If such an alternate placement is not possible, the parties will meet to seek agreement on another alternative.
- G. Maintaining a safe and orderly school building is a shared responsibility. Teachers are to help administration and security maintain safe and orderly hallways during the time between classes. However, once the tardy bell rings, teachers are to shift their attention to the classroom.

#### **Article 19 – Intercessions/Summer Assignments**

- A. Intercessions/Summer Camps:
  - 1. All teachers have the opportunity to teach during intercessions.
  - 2. Teachers teaching during intercessions will be paid at their regular daily rate on a prorated basis.
  - 3. The building Shared Decision-Making Committee ([Article 24, page 30](#)) will meet to plan and implement intercessions throughout the school year.
  - 4. Staffing intercessions will be done by lottery when applicable.
  - 5. The Board will provide substitute services for absent teachers during intercessions. Unless in an emergency situation, the teacher will notify his/her administrator as soon as possible of his/her absence. Human Resources will provide and maintain a list of Intercession substitute teachers and, at a teacher's request, will secure a substitute teacher. The teacher will make any arrangements necessary for the substitute teacher to assume his/her classroom responsibilities.
  - 6. At the beginning of each year staff will meet in each building to discuss staffing for intercessions.
  - 7. Prior to staffing intercessions, the Office of Human Resources will distribute to the UTF President, via email, a current list of all intercession positions by building. Buildings will staff intercessions based on the number of students who enroll.
  - 8. After staffing intercessions, the Office of Human Resources will distribute to the UTF President, via email, a current list of those assigned to all intercession positions by building, including unfilled positions.
  - 9. All concerns and/or issues during intercessions or regarding intercessions first go to the building's Shared Decision-Making Committee for possible resolution.

- B. Teacher absences during Intercessions/Summer Camps:
1. It is understood that absences during intercessions are unpaid and do not count against accrued PTO days.
  2. Summer Camp teachers will receive two (2) summer illness days with no deduction from pay, provided that the Board may request submission of a doctor's certificate as proof of illness. Summer illness days do not accumulate nor count against accrued PTO days.

### **Article 20 – Part Time Positions**

- A. Part Time Positions
1. The District may allow Teachers to serve in less than a full time instructional and instructional support position under the following conditions:
    - a. Principals, in collaboration with the Superintendent (or Designee), shall reserve the right to determine whether and how many part time/shared time positions shall be available in accordance with guidelines and policies established by the District and the Union.
    - b. A Teacher requesting to serve in a less than full time position must agree to work a minimum of two (2) and maximum of five (5) days per week (.40 -.80).
    - c. A part time Teacher shall be subject to the performance rating and evaluation process(es) applicable to full time Teachers in accordance with applicable State laws.
    - d. A Teacher newly hired by the District in a less than full time position shall be hired at the pro-rated salary commensurate with his/her degree level and shall be afforded all salary incentives in accordance with this Agreement (i.e. outside teaching experience, military service, etc.).
    - e. A Teacher serving in a less than full time position shall receive paid time off (PTO) days on a prorated basis consistent with his/her part-time work schedule.
    - f. A part time Teacher shall be required to participate in parent/teacher conferences and staff meetings. In addition to their Part time salary, Part time Teachers will be paid their calculated hourly rate for attending required parent/teacher conferences and staff meetings.
    - g. A part time Teacher may participate in District professional development opportunities (e.g., District Provided Professional Development (DPPD) and building level Professional Learning Communities (PLCs)).
    - h. Part time Teachers under contract to work less than full time but one-half (1/2) time or more, shall be eligible to receive health insurance in accordance with [Article 17.J, page 23](#).
    - i. Part time Teachers shall receive preparation/planning periods in accordance with the educational program schedule and/or grade level assignment pursuant to [Article 9.B, page 12](#).

### **Article 21 – Excellence**

- A. Teacher Inservice Education Visitations. The parties encourage teachers to voluntarily visit classrooms of other teachers to observe teaching methods or topics. Methods to facilitate classroom visits may be addressed through the Shared Decision-Making process ([Article 24, page 30](#)) or JLM ([Article 25, page 31](#)).
- B. Building Leadership and Instructional Time. Quality building leadership is critical to improving the quality of education in the District. The parties agree to work to free time up so building Principals can offer quality leadership to the staff, students, and community.

## Article 22 – Discipline of Teachers

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers. “Discipline” means oral warning (stays in building), oral reprimand, written reprimand, suspension, demotion, discharge, and/or non-renewal of a contract. The Board will notify the UTF before such rules and regulations are adopted.
- B. No teacher covered under the Michigan Teacher Tenure Act shall be disciplined, including reprimand, suspension with or without pay, demotion, discharged, nor have a regular teacher contract not renewed for reasons that are arbitrary or capricious.
- C. Teachers not covered by the Michigan Teacher Tenure Act shall not be disciplined, including reprimand, suspension with or without pay, demotion, discharged, nor have a regular teacher contract not renewed without just cause. The teacher must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Just cause includes but is not limited to:
  - 1. Incompetence;
  - 2. Violation of the reasonable rules and regulations adopted by the Board;
  - 3. Moral misconduct; and/or
  - 4. Any violation of the terms of this Agreement.
- D. Teacher not covered by the Michigan Teacher Tenure Act may grieve discipline including binding arbitration as outlined in [Article 23, page 28](#).
- E. Probationary teachers who are discharged or whose contract is not renewed pursuant to this Article may have the benefit of hearings at all levels of the grievance procedure except Level III. Binding arbitration is expressly denied to probationary teachers.
- F. The Board may give such notices as are required or permitted by the Michigan Teacher Tenure Act prior to or during the pendency of any grievance.

## Article 23 – Grievance Procedure

- A. Purpose. The purpose of the grievance procedure is to settle, quickly, equitably, and as confidentially as possible, claims of improper application or interpretation of this Agreement.
- B. Definitions and Basic Rules.
  - 1. “Grievance” means a claim filed by one or more Teachers, the UTF, or the Board, alleging the improper application or interpretation of this Agreement or personnel policy, specifying the provision allegedly violated, the facts giving rise to the alleged violation, and the remedy requested.
  - 2. In this Article, “days” means school teaching days during the school year and weekdays otherwise.
  - 3. An individual Teacher may present and have a grievance adjusted without the UTF’s intervention, if the adjustment is not inconsistent with the terms of this Agreement, and if the UTF has been given opportunity to be present at the adjustment.
  - 4. A Central Grievance Committee (CGC) of no more than four (4) UTF representatives shall represent the UTF at the second and third levels of this procedure.
  - 5. The Board’s Appeal Committee (BAC) shall consist of the Superintendent or designee and the Director of Human Resources or designee.

6. Upon the request of the involved Teacher(s), the UTF, or the Board, the involved Teacher(s) may attend any level of the grievance procedure.
- C. Procedures. Time limits in (D) may be extended by the authorized parties' written agreement.
1. Level One
    - a. A Teacher with a grievance may initiate this procedure by discussing the grievance with the Teacher's immediate supervisor, either with or without a UTF representative. If the Teacher requests UTF representation, the immediate supervisor shall not discuss the matter with the Teacher before meeting with the UTF representative.
    - b. In the event that step (a) is unsuccessful or bypassed, the Teacher or UTF may file a formal grievance on a UTF Grievance Form ([Appendix D, page 40](#)), with copies to the Teacher(s), the UTF, the immediate supervisor, and the Office of Human Resources. A formal grievance must be filed within thirty (30) days after the teacher's notice of the facts giving rise to the grievance.
    - c. Within five (5) days after the formal grievance is filed, the immediate supervisor, the Teacher, and the UTF representative may meet. The immediate supervisor shall provide the Teacher and the UTF representative a written answer to the grievance within five (5) days after the meeting, or if no meeting, within five (5) days after the grievance was filed. If no written response is timely provided, the grievance is deemed denied and advanced to Level Two.
  2. Level Two.
    - a. Within ten (10) days of the Level One answer, the UTF will notify the Director of Human Resources or designee if it intends to appeal the grievance. The CGC and BAC shall meet as soon as possible to discuss the grievance. If the BAC does not provide a written Level Two answer to the CGC within ten (10) days after the meeting, the grievance is deemed denied and advanced to Level Three. Otherwise, the UTF may advance the grievance by providing a written arbitration demand to the Board within ten (10) days after the written Level Two answer.
    - b. The Board may initiate a grievance at Level Two by providing a written grievance to the UTF within thirty (30) days after the Board's notice of the facts giving rise to the grievance. The CGC and the BAC shall meet as soon as possible to discuss the grievance. If the CGC does not provide a written Level Two answer within ten (10) days after the meeting, the grievance is deemed denied and advanced to Level Three. Otherwise, the Board may advance the grievance by providing a written arbitration demand to the UTF.
    - c. A party may request that the grievance be mediated by the Michigan Employment Relations Commission (MERC) in its written Level Two answer or in its written arbitration demand. If the answer or demand is timely, the parties will mediate the grievance. Otherwise, the parties may mediate the grievance by agreement.
  3. Level Three.
    - a. Arbitration Panel. The UTF and the Board shall maintain a panel of three (3) mutually selected arbitrators (See Memorandum of Understanding – Arbitration Panel, MOU). Each panel arbitrator shall be assigned a grievance to arbitrate on an alternating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator from the panel during any twelve (12) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.
    - b. Powers of the Arbitrator. The Arbitrator may decide any dispute regarding the interpretation, enforcement and application of the provisions of this Agreement, unless

this Agreement expressly states the dispute is not subject to the grievance procedure. The Arbitrator may not add to, subtract from, or otherwise modify this Agreement.

- c. Arbitrator's Decision. If made in accordance with the Arbitrator's jurisdiction and authority, the Arbitrator's decision shall be final and binding on the UTF, on all Teachers, and on the Board.
  - d. Fees and Expenses. The parties shall share the fees and expenses of the Arbitrator equally. Each party shall bear all other arbitration related expenses it incurs.
- D. Miscellaneous
1. Any grievance not advanced timely to the next step appealed is considered resolved on the basis of the last decision.
  2. No Teacher may file a grievance after the effective date of his/her resignation.
  3. No party shall retaliate against a participant in the grievance procedure for that participation.

### **Article 24 – Shared Decision-Making and Waivers**

#### A. Shared Decision-Making

1. Shared decision-making is a process using a committee of representatives from an individual school building to decide, through consensus, issues relating to that building that are otherwise within the discretion of building leadership. Shared decision-making outcomes may not conflict with District guidelines, Board policies, collective bargaining agreements, or applicable law. Shared decision-making provides committee members with a fair opportunity to express views. The parties encourage voluntary participation in shared decision-making.
2. The composition of Shared Decision-Making Committees should include the building's SI and PL Coordinators, the building Principal, a building UTF representative, and Content/Department Chairpersons. The Committee may decide to include other stakeholders. \*
3. Proper subjects to be addressed through shared decision-making include, but are not limited to:
  - a. Measures to improve student attendance, student learning outcomes, student conduct, parental involvement, and the learning environment (including initiatives to limit classroom interruption).
  - b. Use of building Title and grant funds.
  - c. Extra-curricular building events.
4. The parties expect that matters beyond the scope of shared decision-making, including development of a building's schedule, may be discussed in shared decision-making committees.

#### B. Waivers

1. Under shared decision-making, provision of this Agreement may be waived by unanimous decision of a committee consisting of the Superintendent, the Executive Director of Human Resources, and the UTF President, or their designees.
2. Waiver requests must be submitted to the District and to the UTF on a form ([Appendix F, page 42](#)) provided by the District, and must be signed by the building Principal, the building's SI and PL Coordinators, if applicable, and the UTF building representative or designee.
3. A waiver shall be for one year, specific to the site-based school requesting the waiver, and shall not be precedent setting.

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

**Article 25 – Joint Labor-Management (“JLM”)**

- A. The UTF and Board will use a Joint Labor-Management Committee (“JLM”) to discuss matters of mutual concern. Each party shall be represented by up to six (6) members.
- B. The parties will adopt rules, procedures, and standard topics to be discussed.
- C. UTF and Board JLM members will develop a written agenda before each meeting.
- D. The parties value collaborative problem-solving and may discuss any matter in JLM without waiving recourse to the grievance process.
- E. The JLM may adopt Memoranda of Understanding regarding this Agreement that preserves the parties’ basic rights, subject to the ratification and approval of the UTF and Board.



**Article 26 – Learning Support Services/Special Education Services, Class/Caseload Sizes**

- A. The Board agrees to abide by all mandatory rules of the State Department of Education relating to the operation of special education programs.
- B. The parties will collaborate to schedule mandatory special education professional development as well as to ensure that special education teachers receive all the professional development that is offered to the general education teachers.
- C. Adequate time for special education teachers to complete mandated paperwork, and record keeping, will be reflected in building schedules. The Shared Decision-Making Committees in each building will address any issues that arise regarding time special education teachers need to complete paperwork.

D. Special Education Class Sizes and Waivers:

- 1. The special education class sizes are as follows with \* pursuant to current MARSE and county waiver guidelines:

Grade/Program	Class Size	County Waiver	Detail
Elem. Mild Cognitively Impaired*	15	Increase elementary mild cognitive impairment total caseload to 18; 12 or more students require an aide. Approve with the understanding that the maximum number of students in the classroom at one time remains 15.	
Sec. Mild Cognitively Impaired*	15	Increase secondary mild cognitive impairment total caseload to 18; no more than 15 at one time.	
Emotionally Impaired* Ele	10	Increase elementary EI total caseload to 18; no more than 15 at one time; 12 or more students require an aide. Programs designed to serve severely emotionally impaired would not be considered for this waiver. Programs for the emotionally impaired shall serve no more than 18 different students; however, no more than 12 students can be in the room at any one time. When the class size reaches 11 students at any one time; an aide must be provided.	
Emotionally Impaired* Sec	10	Increase secondary EI total caseload to 18; no more than 15 at one time; 12 or more students require an aide unless it is a departmentalized program. Programs designed to serve severely emotionally impaired would not be considered for this waiver. Programs for the emotionally impaired shall serve no more than 18 different students; however, no more than 12 students can be in the room at any one time. When the class size reaches 11 students at any one time, an aide must be provided.	
Speech*	60	Maintain caseload of 60 students; however, students under evaluation will not be counted on the caseload. Further, the waiver does not supplant subdivision (b) of the rule which continues to influence the caseload based upon "the severity and multiplicity of the handicaps and the extent of the service."	don't count those to evaluate
Homebound	12		no more than 12 at one time.
ECDD*	12		1 teacher, 1 aide, 24 for programming
Elem. Resource	10	Increase total caseload to 23. Maximum allowed in classroom at one time of 15 students and no more than an average of 12 per class period per instructional day.	
Sec. Resource	10	Increase total caseload to 23. Maximum allowed in classroom at one time of 15 students and no more than an average of 12 per class period per instructional day.	
Social Workers	60		don't count evals, reduce the number of buildings traveled
Occupational therapists	60		don't count evals, reduce the number of buildings traveled
Physical Therapists	60		don't count evals, reduce the number of buildings traveled

- 2. Annually, the District will notify all the special education teachers and UTF President if any county Special Education Waivers are implemented. The implemented waiver/s will be placed on the district's shared drive.

- E. Teaching Materials:
1. Special Education teachers shall have access to all teaching material which are regularly available to general education teachers including Teacher Edition textbooks and related materials.
- F. Special Education Students Access to General Education Services:
1. Placement, counting, and the delivery of instructional services to mainstreamed students is an educational issue that will be addressed by the Individual Educational Planning (IEP) Team in accordance with the Individuals with Disabilities Education Act (IDEA) and Michigan Administrative Rules for Special Education (MARSE) and county waivers.
- G. Least Restrictive Environment (LRE)
1. In buildings that offer Special Education Least Restrictive Environment (LRE) options, a written plan for the delivery of special education services for its students will be developed. The following will be included in those plans:
    - a. An IEP team is established to facilitate the IEPT's of individual special education students. The IEP team shall be a composite of regular education staff, special education staff and the Principal or designee;
    - b. Provide time during the school day for regular staff and special education staff for collaboration.
    - c. Provide on-going professional development, that will be facilitated by the District, Special Education Department, or the Professional Development Committee at the building site.
    - d. The plan should not have a negative effect on class size.
- H. There shall be no reduction in the ratio of paraprofessionals and attendants to teachers in special education programs without mutual agreement with the UTF.
- I. Placement of special education students in classrooms:
1. To adequately support the educational needs of all students, the parties agree that when placing special education students in any classroom that sufficient support is provided to the teacher.
  2. To meet the instructional needs of the student and to ensure that the special education teacher can provide adequate instruction to the students, careful consideration should be given to student placement in the building.
  3. Regular class sizes are not to go over class size limits because of the placement of mainstream students.
  4. Special Education teachers are a part of a building's Shared Decision-Making Committee ([Article 24, page 30](#)) and, as such, will review the issue of classroom placement of special education students in a regular classroom.
- J. Individualized Education Plan Meetings:
1. It is understood, and agreed, that a special education student is a general education student first and only considered in need of special education services in an area outlined in the student's Individualized Education Plan (IEP).
    - a. All general education teachers have the opportunity to provide input for a student's IEP, either at the IEP meeting or by providing input by other means.
    - b. A general education teacher attending the IEP meeting shall sign the IEP document when applicable.

- K. There shall be a collaborative joint discussion between the special education teacher, general education teacher and administrator to identify teachers working in co-teaching classrooms.
- L. Maintenance of the pool used for adaptive physical education is the responsibility of the district and includes, but are not limited to, as needed vacuuming of the pool, routine daily maintenance of the pool's chemical needs and timely repairs.
- M. The district will ensure that ample testing materials including, but not limited to, evaluations, test protocols, supplies and materials in order for staff to perform in a timely and effective manner.
- N. Special Education support services of the type normally done by bargaining unit personnel is sometimes performed by contractors to accommodate sporadic or infrequent work demand. All parties recognize that UTF has a legitimate interest in the amount and frequency of such work and in the amount paid for it. When such work is sufficiently frequent and predictable to justify hiring a full-time unit employee, it will be done. At other times contractors hired for such work will be compensated at the higher of the contractor's regular rate or the lowest labor contract rate for such work, provided there will be no restriction on productivity requirements for contractors.

#### **Article 27 – Miscellaneous Provisions**

- A. The Board agrees to make every reasonable effort to provide qualified substitute teachers.
- B. This Agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement, and said Agreement takes precedence over and expressly governs the individual contract.
- C. Copies of this Agreement shall be made available electronically. In addition, the Board will provide the UTF twenty-five (25) printed and bound copies of this Agreement after it has been ratified and completely executed.
- D. The Board shall provide a printed and bound copy or access to an electronic copy of this Agreement to each newly hired teacher.
- E. All notices required to be given to the UTF by this Agreement shall be mailed to the UTF President, via email, or in the alternative, addressed to 5095 Exchange Drive, Flint, Michigan, or to such other address as the UTF shall direct in writing. All notices required to be given to the Board by this Agreement shall be mailed to the Board by ordinary mail, addressed to 923 East Kearsley Street, Flint, Michigan, or to such other address as the Board shall direct in writing. All notices to be given to a teacher under this Agreement shall be emailed and to his/her last address recorded in the Office of Human Resources. It shall be the responsibility of teachers to notify the Office of Human Resources of any change of address. The mailing of such notices shall not relieve the Board of the responsibility to post notices whenever required by this Agreement.
- F. If any provision of this Agreement or any application of the Agreement to any teacher or group of employees shall be found contrary to law, then such provision or application is invalid except

to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- G. Amendments to this Agreement may be made at any time during the life of this Agreement by mutual consent of the parties. Such amendments or modifications must be by an agreement in writing duly executed by both parties. No departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.
- H. No teacher shall use his/her position in the school system to his/her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his/her students and their parents, by promoting his/her employment as a tutor for his/her assigned students, and by soliciting employment as a private music teacher for his/her assigned students or by seeking any similar advantage.
- I. Should there be a conflict between a federal, state, or local rule or regulation and the Master Teacher Contract, the parties to this agreement will meet to work out the conflict. In the interim, the Board may comply with the rule or regulation to the extent required, but only upon notice to the United Teachers of Flint.
- J. The UTF and the District recognize the legal and professional obligation to comply with the provisions of the Every Student Succeeds Act (ESSA) of 2015, and any amendments thereto, as well as regulations promulgated thereunder

**Article 28 – Duration**

This Agreement becomes effective August 1, 2019 and shall remain effective until midnight on July 31, 2020. The parties agree to begin negotiations for a successor Agreement at least six (6) months prior to the expiration of this Agreement. If no Agreement has been reached by July 31, 2020, this Agreement will be automatically extended until an Agreement has been reached.

**For the School District of the City of Flint:**



Derrick Lopez  
Flint Community Schools Board of Education  
Superintendent

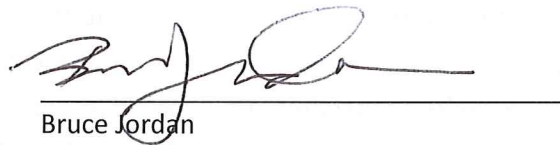


Diana Wright  
Flint Community Schools Board of Education  
President

**For the United Teachers of Flint:**



Karen Christian  
United Teachers of Flint  
President



Bruce Jordan  
Michigan Education Association  
UniServ Director

Appendix A – Supplemental Salary Contract



FLINT BOARD OF EDUCATION
SUPPLEMENTAL SALARY AGREEMENT

This Supplemental Agreement (referred to herein as "Contract") is entered into as of \_\_\_\_ / \_\_, 2019 between the School District of the City of Flint (hereinafter the "District") and the Employee, in accordance with procedures set forth in the Master Teacher Contract between the District and the United Teachers of Flint, Inc. (UTF).

The purpose of this Contract is to set forth the terms and conditions of employment for \_\_\_\_\_ (hereinafter "Employee") pursuant to Article 6, Section G, which states, "assignments under this section will not be considered to be official nor will an employee be eligible for a differential until and unless a differential is established and a Supplemental Salary Contract is entered into between the employee and the Board."

The Board of Education of the City of Flint, Michigan will pay to: \_\_\_\_\_ Employee Name (Please Print)

The sum of: \$\_\_\_\_\_.00

For extra services performed in the following capacity: \_\_\_\_\_ Assignment

At the following location(s): #1 \_\_\_\_\_ #2 \_\_\_\_\_

For the period from: \_\_\_\_ / \_\_, 2019 to \_\_\_\_ / \_\_, 20\_\_

Failure to perform the above service will result in a salary adjustment prior to the end of the school year.

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

Please sign below and return the completed form to Human Resources for processing.

FLINT BOARD OF EDUCATION

EMPLOYEE

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

BUILDING PRINCIPAL

Signature: \_\_\_\_\_

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

FLINT COMMUNITY SCHOOLS

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

Printed Name: Anita Steward

Title: Assistant Superintendent of Academics

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

Printed Name: Cassandra Washington

Title: Executive Director of Human Resources

Or, Designee: \_\_\_\_\_

Appendix B – Calendar/s

2019-2020 Flint Community Schools- Balanced Calendar

July 2019							July	TE
Su	M	Tu	W	Th	F	Sa	ST	
	1	2	3	4	5	6		
7	8	9	10	11	12	13	4	Independence day
14	15	16	17	18	19	20	5	District Closed
21	22	23	24	25	26	27		
28	29	30	31				0	
August 2019							August	18
Su	M	Tu	W	Th	F	Sa		
4	5	6	7	8	9	10	5	District Welcome/Opening Meeting (optional)
11	12	13	14	15	16	17	6	Teacher/Para Report No Students
18	19	20	21	22	23	24	7	Students Report Full Day
25	26	27	28	29	30	31	9&28	Students 1/2 day Staff PD (afternoon)
							30	District Closed
							17	
September 2019							September	15
Su	M	Tu	W	Th	F	Sa		
1	2	3	4	5	6	7	2	Labor Day
8	9	10	11	12	13	14		
15	16	17	18	19	20	21	16-20	Intercession
22	23	24	25	26	27	28	25	Students 1/2 day Staff PD (afternoon)
29	30							
October 2019							October	23
Su	M	Tu	W	Th	F	Sa		
		1	2	3	4	5	2	Count Day
6	7	8	9	10	11	12		
13	14	15	16	17	18	19	30	Students 1/2 day Staff PD (afternoon)
20	21	22	23	24	25	26		
27	28	29	30	31				
November 2019							November	13
Su	M	Tu	W	Th	F	Sa		
					1	2	4-8	Intercession
3	4	5	6	7	8	9		
10	11	12	13	14	15	16	27-29	Thanksgiving Day/Recess
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
December 2019							December	15
Su	M	Tu	W	Th	F	Sa		
1	2	3	4	5	6	7	24	Christmas Eve
8	9	10	11	12	13	14	25	Christmas Day
15	16	17	18	19	20	21		District Closed
22	23	24	25	26	27	28		
29	30	31						

January 2020							January	19
Su	M	Tu	W	Th	F	Sa	ST	TE
		1	2	3	4			
5	6	7	8	9	10	11	1	New Year's Day 6 School Resumes
12	13	14	15	16	17	18	14-16	1st SEM exams, 1/2 days HS only
19	20	21	22	23	24	25	17	Records Day (No Students)
26	27	28	29	30	31		20	Martin Luther King Jr. Day
							29	Students 1/2 day Staff PD (afternoon)
							18	
February 2020							February	15
Su	M	Tu	W	Th	F	Sa		
2	3	4	5	6	7	8	12	Count Day
9	10	11	12	13	14	15	17	President's Day No Intercession
16	17	18	19	20	21	22	18-21	Intercession
23	24	25	26	27	28	29	26	Students 1/2 day Staff PD (afternoon)
March 2020							March	20
Su	M	Tu	W	Th	F	Sa		
1	2	3	4	5	6	7	25	Students 1/2 day Staff PD (afternoon)
8	9	10	11	12	13	14	30-31	Spring Break Week
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						
April 2020							April	14
Su	M	Tu	W	Th	F	Sa		
		1	2	3	4		1-3	Spring Break Week
5	6	7	8	9	10	11	6-9	Intercession
12	13	14	15	16	17	18	10	Good Friday
19	20	21	22	23	24	25	29	Students 1/2 day Staff PD (afternoon)
26	27	28	29	30			14	
May 2020							May	16
Su	M	Tu	W	Th	F	Sa		
					1	2	25	Memorial Day
3	4	5	6	7	8	9	26-29	Intercession Days
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								
June 2020							June	14
Su	M	Tu	W	Th	F	Sa		
		1	2	3	4	5	16-18	2nd SEM exams, 1/2 days HS only
7	8	9	10	11	12	13	19	Records Day No students
14	15	16	17	18	19	20	19	Teachers/ParaProfessionals Last Day
21	22	23	24	25	26	27		
28	29	30						

Instruction  
 Prof. Dev.  
 Holidays/Breaks  
 Intercession  
 Count Days/Records Day  
 District Welcome/Opening

**Appendix C – Salary Adjustment Form**

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

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

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

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

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

\_\_\_\_\_ Bachelor's  
 \_\_\_\_\_ Bachelor's + 18 Sem. Hrs.  
 \_\_\_\_\_ Bachelor's + 36 or Master's  
 \_\_\_\_\_ Master's + 25 Sem. Hrs.

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

\_\_\_\_\_ Bachelor's  
 \_\_\_\_\_ Bachelor's + 18 Sem. Hrs.  
 \_\_\_\_\_ Bachelor's + 36 or Master's  
 \_\_\_\_\_ Master's + 25 Sem. Hrs.  
 \_\_\_\_\_ Doctorate

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

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

PRINT FULL NAME \_\_\_\_\_ TEACHER'S SIGNATURE \_\_\_\_\_  
 -----

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

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

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

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

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



**Appendix D – Grievance Form  
UNITED TEACHERS OF FLINT GRIEVANCE FORM**

NAME, Address, Phone, and email:

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

Building/Assignment: \_\_\_\_\_

Individual Grievance:

Association Grievance:

\_\_\_\_\_  
Contract Citations:

Statement of Grievance:

\_\_\_\_\_  
Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Supervisor signature indicating receipt of grievance form \_\_\_\_\_

Attach principal disposition

Signature

Grievance Number \_\_\_\_\_

Date Signed \_\_\_\_\_

Distribution: Submit to Supervisor and his/her secretary in triplicate. The Supervisor will sign receipt, date, give two copies to grievant (one for UTF), and retain one copy.

**Appendix E – Arbitration Panel Memorandum of Understanding (MOU)  
MEMORANDUM OF UNDERSTANDING BETWEEN  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT FOR THE CITY OF FLINT  
AND THE  
UNITED TEACHERS OF FLINT, INC.**

**Arbitration Panel**

This Memorandum of Understanding, made on 7/10, 2018, is between The Board of Education of the School District for the City of Flint ("FCS") and the United Teachers of Flint, Inc. ("Union").

**WHEREAS**, FCS and the Union are negotiating a successor to the Collective Bargaining Agreement between the parties that expires on August 31, 2018; and

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

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

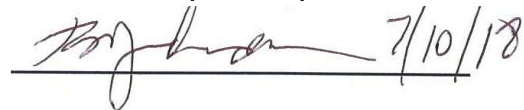
1. The arbitration panel established in the Grievance Procedure Article of this Agreement shall be composed of the following arbitrators:

**Paul E. Glendon  
Kathryn A. VanDagens  
Thomas J. Barnes**

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

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

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


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


**Appendix F – Waiver Form Questionnaire and Signature Form**

School Year: \_\_\_\_\_ Submitted by: \_\_\_\_\_

**Print and Sign:**

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

LI Chair: \_\_\_\_\_ Date: \_\_\_\_\_

PD Chair: \_\_\_\_\_ Date: \_\_\_\_\_

UTF Lead Building Rep: \_\_\_\_\_ Date: \_\_\_\_\_

Once the questionnaire with related supporting documents above signatures have been completed, send to the UTF president, the Superintendent, and the MEA UniServ Director for approval.

**Print and Sign:**

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

UTF President: \_\_\_\_\_ Date: \_\_\_\_\_

MEA UniServ Director: \_\_\_\_\_ Date: \_\_\_\_\_

In a word document, please answer the following as it relates to the rationale for this waiver request:

1. Give a brief statement as to the purpose for the request to change your calendar or building schedule.
2. How does the proposed change to calendar/schedule benefit students? Parents? Staff? (Academically, Social/Emotionally, perpetual tardiness, pick-up/drop-off of students, etc...)
3. Does the proposed change to calendar/schedule have any disadvantages/barriers to students? Parents? Staff?
  - a. Are there any accommodation recommendations that would minimize or eliminate any or all of the disadvantages/barriers?
4. What resources and information have you researched related to the requested change in calendar or schedule? Describe.
5. Is the requested change to the calendar or schedule cost neutral? If not, please describe in detail.
6. Are there any school to district level accommodations that need to be addressed that may impact support staff scheduling or additional educational programming, such as: GSRP, after school programs, etc...?

When submitting, attach current calendar or schedule along with the proposed changes including instructional hours if relevant.

*Once all signatures of approval have been completed, completed copies go to all those that signed approval.*

**Appendix G – Class Size Overage Form/s & Instructions**

**Page 1 of 3**

**ELEMENTARY OVERAGE FORM**

\$12 overage amounts per student, due for overages for entered students:

- Kindergarten Class Size Maximum – **25 students**
- 1<sup>st</sup> Grade through 3<sup>rd</sup> Grade Class Size Maximum – **27 students**
- 4<sup>th</sup> - 6<sup>th</sup> Grade Class Size Maximum - **28 students**

Building: \_\_\_\_\_ Month: \_\_\_\_/\_\_\_\_, 20\_\_\_\_

Teacher Name: \_\_\_\_\_ Teacher Signature: \_\_\_\_\_

Grade: \_\_\_\_\_

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Date: ____	Date: ____	Date: ____	Date: ____	Date: ____
# over: ____	# over: ____	# over: ____	# over: ____	# over: ____
Date: ____	Date: ____	Date: ____	Date: ____	Date: ____
# over: ____	# over: ____	# over: ____	# over: ____	# over: ____
Date: ____	Date: ____	Date: ____	Date: ____	Date: ____
# over: ____	# over: ____	# over: ____	# over: ____	# over: ____
Date: ____	Date: ____	Date: ____	Date: ____	Date: ____
# over: ____	# over: ____	# over: ____	# over: ____	# over: ____

Number of students over for the month: \_\_\_\_\_ x \$12.00= \_\_\_\_\_

Page 2 of 3  
**SECONDARY OVERAGE FORM**

\$2.00 overage amounts per student, per class period for overages for entered students:

- Grades 7-12 - **30 students**

Period/Class	Number of Students over for the Month
1	
2	
3	
4	
5	
6	
<b>Total:</b>	

Building: \_\_\_\_\_ Month: \_\_\_\_/\_\_\_\_, 20\_\_\_\_

Teacher Name: \_\_\_\_\_ Teacher Signature: \_\_\_\_\_

Grade: \_\_\_\_\_

Number of students over for the month: \_\_\_\_\_ x \$2.00 = \_\_\_\_\_

**Page 3 of 3**  
**CLASS SIZE OVERAGE INSTRUCTIONS**

Pursuant to the Agreement between United Teachers of Flint, Inc. and the School District of the City of Flint, teachers who have students **entered** above class size limits shall receive an overage payment.

Daily attendance remains the teacher's responsibility. Accordingly, attendance records from Synergy are used to verify compensation for each day of reported overage.

Attached are Class Size Overage forms. Teachers must submit (1) **their completed forms** and (2) **a copy of their attendance records** to Human Resources for processing.

Information may be submitted by:

1. In-Person [Drop off to Human Resources, Monday - Friday between 9:00 a.m. – 5:00 p.m.]
2. Fax: (818) 760-6834
3. Email: [HR@flintschools.org](mailto:HR@flintschools.org); **Subject Line: CLASS SIZE OVERAGE**

Please contact the Human Resources Department at (810) 767-1218 for additional information and/or assistance.

**Appendix H – Providing Substitute Services Form****Page 1 of 2****INTERNAL COVERAGE****For Teachers who agree to provide Substitute Services:**Contract Provisions:**Article 6.K, page 8 – Providing Substitute Services**

- K. Providing Substitute Services:
1. “Providing Substitute Services” is defined as:
    - a. Subbing for an absent teacher on a teacher’s preparation period.
      - i. Teachers that provide substitute services during their preparation period will receive \$30.00 per hour.
    - b. Having an absent teacher’s students split up amongst other classrooms.
      - i. As a last resort, and if there is a need to split an absent teacher’s students amongst other classrooms, each teacher that takes students will receive a payment of \$150.00 divided by the number of teachers that the students are split up amongst.
    - c. Keeping a teacher’s own class when a Physical Education, Art, or Music teacher is absent.
      - i. Teachers that keep their own students when students are scheduled to receive Physical Education, Art or Music will receive \$30.00 per class.
    - d. Building Lead Teacher:
      - i. Teachers may be asked to perform as a temporary Lead Teacher for short periods of time with the consent of the teacher, and with the Board assuming full responsibility for those actions of the teacher taken within the parameters of his/her legitimate role as Lead Teacher
      - ii. Teachers performing temporary Lead Teacher responsibilities shall receive a payment of \$30.00 per day in addition to their regular compensation.
      - iii. Teachers cannot act as Lead Teachers if there are not enough substitutes for the building unless the volunteering teacher agrees to act as a Lead Teacher while teaching.
  2. Non-Load Bearing teachers (intervention teachers and the like) are not eligible to receive payments for providing substitute services listed in provisions K.1.a, K.1.b, or K.1.c of this Article.
  3. Any teacher may decline to volunteer to provide any substitute teaching services outlined in Section K of this Article.

Page 2 of 2

# INTERNAL COVERAGE

**Please list staff members serving as a substitute or lead teacher (acting administrator) for internal coverage each pay period.**

**SCHOOL:** \_\_\_\_\_

DATE	ABSENT EMPLOYEE (Last Name, First Name)	EMPLOYEE COVERED (Last Name, First Name)	CLASS PERIOD COVERED	NUMBER OF HOURS COVERED	TOTAL COMPENSATION DUE

*Please sign below and return the completed form to Human Resources for processing.*

\_\_\_\_\_ **Principal**

**Date** \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

\_\_\_\_\_ **Executive Director of Human Resources**

**Date** \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

\_\_\_\_\_ **Executive Director of Finance**

**Date** \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_



## Appendix I – Long-Term Substitute Letter of Agreement (LOA)

### LETTER OF AGREEMENT *between the* School District of the City of Flint *and the* United Teachers of Flint, INC.

This Letter of Agreement (“Agreement”) is entered into on August 14, 2019, between the School District of the City of Flint (“District”) and the United Teachers of Flint, Inc. (“Union”) and provides the terms and conditions for the hire and assignment of substitute teacher placements in long-term assignments (hereinafter referred to as "Guest Teachers").

#### RECITALS

**WHEREAS**, the most recent Collective Bargaining Agreement between the parties expired on August 31, 2018; and

**WHEREAS**, the Parties are engaged in negotiations for a successor Collective Bargaining Agreement; and

**WHEREAS**, the Parties hereby recognize the Union as the bargaining agent for substitute teachers placed in long-term assignments in the District, including all certificated and non-certificated long-term substitutes hired by the District to perform the duties of an absent, regular certificated teacher.

**WHEREAS**, the parties agree contracted services shall continue to provide classroom coverage for day-to-day teacher absences.

**WHEREAS**, the Parties wish for the below terms to take immediate effect and be incorporated into the successor Collective Bargaining Agreement being negotiated by the Parties.

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

#### A. ASSIGNMENT:

The District shall implement a variety of school programs including career and technical education (CTE) that require staffing and teacher service and shall first seek certified and qualified individuals to teach in these programs. Should the District determine that there are more teaching positions available than certified and qualified individuals, the District may hire and assign substitute teachers to teach long-term in a general education, special needs, or state-approved CTE funded programs.

#### MICHIGAN COMPILED LAWS:

Michigan Compiled Laws Section 380.1246, 380.1231 and 380.1233 permits the District to engage full-time or part-time noncertificated, non-endorsed teachers to provide instruction in its schools while continuing education toward completing the necessary requirements to become certified.

The District shall obtain the appropriate permit, authorization and/or approval to employ a non-certificated individual or teacher who does not hold a valid and appropriate endorsement or certificate for the content area or filed of assignment. The Michigan Department of Education (MDE) has established Administrative Rules in accordance with MCL to authorize permits, authorizations and approvals.

#### B. SUBSTITUTE PERMIT, AUTHORIZATION AND APPROVAL REQUIREMENTS:

The Michigan Department of Education (MDE) issues various types of permits, authorizations, and approvals to meet different school staffing needs when a properly certified and endorsed teacher is not available. Permits, authorizations, and approvals are granted to an employing school or school district. They are not portable between schools and are not held by an individual. There is no printable paper authorization.

1. The District must apply to the Michigan Department of Education (MDE) through the Michigan Online Educator Certification System (MOECS) for each employee to obtain the appropriate permit, authorization, or approval to teach in the classroom.
2. Permits cost forty-five (\$45) dollars, are valid only for the school year for which it is approved and expire on August 31st. The permit, authorization, and/or approval must be applied for, approved, and fee paid prior to the individual entering the classroom.
3. The District shall follow the State guidelines and Administrative Rules to properly utilize and renew permits.

### **Substitute Permit**

Eligibility for Substitute Permit requires the following:

1. Provide evidence of completion of at least sixty (60) semester hours of college credit (e.g., transcript), with at least a 2.0 GPA (grade 'C' or better), consolidated from a regionally accredited college, university or community college.
2. To teach in a core subject area, the employee must have a corresponding major on the transcript(s) or passing scores on the State approved test.
  - a. Requires the District to assign a mentor teacher

### **Substitute Career Authorization**

Eligibility for Substitute Career Authorization requires the following:

1. The individual must possess a high school diploma or GED.
2. For substitute teaching in a subject matter or field in which a business or industry license or certification is required, at least ONE (1) of the following is required:
  - a. Holds a valid professional business license or industry certification in that same subject matter or field.
  - b. Previously held a business or industry license or certification in that same subject matter or field that expired no more than two (2) years before the noncertificated substitute teacher's initial employment under this section and was in good standing immediately before the license or certification expired.
  - c. The district must verify the individual's work experience meets the recent and relevant requirements specified in the CTE Recent and Relevant Experience Requirements guidance.

### **Annual Career Authorization** (formerly known as Annual CTE Authorizations)

In accordance with newly revised law (MCL 380.1233b), the issuance of Annual Career Authorizations can be utilized for employing either of the following non-certified individuals:

- Individuals from business and industry to instruct in a state-approved Career and Technical Education (CTE) program;
- Individuals from business and industry to instruct in a 6-12 non-CTE industrial technology program (e.g. career pathway courses).

Eligibility for Annual Career Authorization requires the following:

1. The individual must possess a high school diploma or GED.
2. The District must confirm that a properly certified and endorsed candidate is not available for the assignment.
3. The District must verify the individual's work experience meets the recent and relevant requirements specified in the CTE Recent and Relevant Experience Requirements guidance.
4. The individual must be assigned a mentor teacher.
5. For teaching in a subject or field in which a business or industry license or certification is required, at least ONE (1) of the following is required:
  - a. Holds a professional business license or industry certification in that same subject matter or field.
  - b. Previously held a business or industry license or certification in that same subject matter or field that expired no more than two (2) years before the noncertificated, non-endorsed teacher's initial employment under this section and was in good standing immediately before the license or certification expired.

### **C. CATEGORIES:**

There shall be two (2) categories of Guest Teachers defined as follows:

1. Guest Teacher I – Long-Term/Vacancy

Substitutes assigned to this category are non-contract certified teachers or non-certificated individuals. The substitute shall be placed in an approved classroom vacancy, in the subject area and grade level of the certification being earned and shall serve as “teacher of record” for the school during the academic school year. The substitute shall enroll in a program to pursue appropriate certification within six (6) months of employment and must complete a minimum of six (6) hours of coursework in an approved Teacher Certification Program relative to the content area of the assignment.

Substitutes assigned in this category must work five (5) days per week and may be eligible for the District’s Employee Tuition Assistance Program.

2. **Guest Teacher II – FMLA/LOA**

Substitutes assigned to this classification are non-contract certified teachers or non-certificated individuals. The substitute shall be assigned to provide classroom coverage and instruction on an interim basis for the teacher on approved leave of absence. The substitute performs the duties of the classroom teacher of record pursuant to the schedule of the absent teacher.

Substitutes assigned in this category must work five (5) days per week unless otherwise informed by the District of a different schedule. Substitutes may be reassigned to the Guest Teacher I category provided that an approved vacancy exists, and he/she commits to the requirements.

Any guest teacher who does not maintain the required work schedule may be released from assignment and/or termination of employment at the District’s discretion.

D. **SUBSTITUTE ALLOWANCE:**

The District shall determine the maximum number of guest teachers in each of the above two (2) categories.

E. **COMPENSATION:**

Guest Teachers shall be paid the following compensation:

1. Guest Teacher I – one hundred and twenty-five dollars (\$125.00) daily for the first through sixtieth (1<sup>st</sup> – 60<sup>th</sup>) day of employment and placement in an approved vacancy. On the sixty-first (61<sup>st</sup>) day of consecutive service, the Guest Teacher shall be paid commensurate to Bachelors’ Level, Step 1 or applicable Degree Level obtained, Step 1.
2. Guest Teacher II – one hundred and fifteen (\$115.00) daily for the first through sixtieth (1<sup>st</sup> – 60<sup>th</sup>) day of employment and placement in the classroom of a teacher on approved leave of absence. On the sixty-first (61<sup>st</sup>) day of consecutive service, the Guest Teacher shall be paid one hundred and twenty-five dollars (\$125.00) for the duration of the assignment.

**BENEFITS:**

The Guest Teacher I category is the only classification eligible to receive District provided health, dental, life and vision benefits. Substitutes assigned in this category must work five (5) days per week and may be eligible for the District’s Employee Tuition Assistance Program.

The Guest Teacher II category is not eligible for benefits, except as provided by state and federal laws.

F. **CONTRACT TEACHER OPPORTUNITIES FOR GUEST TEACHERS:**

1. A substitute teacher assigned to the Guest Teacher I category and retained for **sixty (60) consecutive school days in an approved vacancy** for which he/she has a major (and/or credits) in the subject area of the vacancy being taught may be tendered a contract dated and effective the sixty-first (61<sup>st</sup>) day back to the original date of the assignment in that vacancy and shall, effective such date, be treated as a contract teacher for all purposes of this Agreement. No Guest Teacher I category shall be appointed to contract status if a certified teacher is available for the position.
2. The District requires all teachers to maintain valid and appropriate teaching certification. As a condition of employment, the school district also requires substitute teachers to demonstrate progress toward appropriate teaching certification.

G. SUBSTITUTE TEACHER POLICY:

Terms and conditions of employment, assignment, evaluation, etc. shall be governed by the District's Substitute Teacher Policy.

H. SUCCESSOR COLLECTIVE BARGAINING AGREEMENT:


During negotiations for the Successor Collective Bargaining Agreement, the Parties shall incorporate the substitute classification as a position represented by the Union.


I. TERM:

This Letter of Agreement is effective upon execution by the Parties and shall expire upon the Parties' ratification of a Successor Collective Bargaining Agreement.

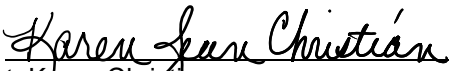
**IN WITNESS WHEREOF**, this Letter of Agreement was executed on the day first written above.


**FLINT COMMUNITY SCHOOLS**

By:   
Print: Cassandra Washington  
Its: Executive Director of Human Resources  
Date: 8/14/19

By:   
Print: Derrick Lopez  
Its: Superintendent – Flint Community Schools  
Date: 8/14/19

**UNITED TEACHERS OF FLINT, INC**

By:   
Print: Karen Christian  
Its: President – United Teachers of Flint  
Date: 8/14/19

By:   
Print: Bruce Jordan  
Its: MEA UniServ Director  
Date: 8/14/19

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