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AGREEMENT BETWEEN

BOARD OF EDUCATION OF THE CITY OF FLINT

AND

UNITED TEACHERS OF FLINT, INC.

2002-2005

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AGREEMENT BETWEEN

BOARD OF EDUCATION OF THE CITY OF FLINT

AND

UNITED TEACHERS OF FLINT, INC.

THIS AGREEMENT entered into this 18th day of September, 2002 by and between the **BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF FLINT**, hereinafter called the "Board," and the **UNITED TEACHERS OF FLINT, INC., A MICHIGAN NON-PROFIT CORPORATION**, hereinafter called the "UTF,"

WITNESSETH:

WHEREAS, the Board and the UTF recognize and declare that providing a quality education for the students of the School District of the City of Flint is their mutual aim, and

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended from time to time, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of Board Personnel being fully described in Article 1 hereof, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition

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

B. Definitions

1. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the UTF in the bargaining unit as above defined, unless otherwise indicated.

2. The terms "Board" and "UTF" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "UTF" as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

3. References to male teachers shall include female teachers.

ARTICLE 2

Teacher, UTF Rights

A. The teachers and the UTF, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.

B. The UTF and its representatives shall have the right to use Board of Education buildings at hours when the buildings are open and not previously scheduled for other use, and the use shall be without charge if used for business meetings. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the UTF, either on or off school premises as long as the insignia or identification does not disrupt the climate of the instructional process. Members specifically authorized by the UTF shall be given access to the teachers' mailboxes for distribution of informational materials, and the UTF and its members shall be permitted use of a bulletin board in each building designated for teachers' information, which shall be located to the extent possible in areas not frequented by students, provided that all such information and material is identified with the organization's or the author's name, and further provided that one copy is always given to each building administrator. Twenty-five copies of each district-wide UTF newsletter or flyer will be sent to the Office of Human Resources/Labor Relations.

C. 1. In each school year during the term of this contract, sixty (60) days shall be provided to the UTF elected officers or committee chairpersons for the purposes of attending local, state, or national meetings. Said days shall not be used in adversary legal proceedings against the Board, such as arbitration, court suits, or similar proceedings. There shall be no deduction from salaries, provided that the UTF shall pay for the cost of any necessary guest teachers. The UTF may purchase an unlimited number of additional days for the aforesaid purposes, provided the UTF pays for the cost of teacher salaries. No release time shall be granted unless the UTF notifies the Office of Human Resources/Labor Relations in writing three (3) days in advance of the proposed absence.

2. The Board agrees that one teacher designated by the United Teachers of Flint will, upon request, be granted a leave of absence for not less than one (1) semester without pay and fringe benefits for the purpose of serving in an official office of the United Teachers of Flint. Upon return from such leave, the teacher will be considered as if he/she were actively employed by the Board during the leave for the purpose of placement on the salary schedule.

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

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

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

ARTICLE 3

Board Rights

The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights, but not intended to convey additional rights not previously enjoyed by the Board under the predecessor agreement, or before adult education teacher amendments to the 1985-88 Master Teacher Contract in the instance of the operation of the adult education program, or before Head Start teacher amendments to the 1985-88 Master Teacher Contract in the instance of the operation of the Head Start program, are the following:

A. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;

B. To hire all employees and, subject to the provisions of this contract and of the law, to determine their qualifications; and the condition of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

C. To establish grade levels, and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students;

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids;

E. To carry on an evaluation of program and to evaluate the effectiveness of individual teacher performance;

F. To initiate and carry out the means of obtaining financial support for the school district.

ARTICLE 4

Membership, Fees and Payroll Deductions

A. All teachers, except teachers born before November 1, 1914, shall, as a condition of continued employment by the Board:

1. Maintain membership in the UTF, or

2. Pay a representation fee equivalent to the amount of dues uniformly required of members of the UTF (which dues shall include the dues of the MEA and NEA), less any amounts not permitted by law.

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

B. Any teacher now employed by the Board who is not a member of the UTF and any teacher hereafter employed by the Board (except those teachers who were born before November 1, 1914) within thirty (30) days from the date of execution of this Agreement, or within thirty (30) days from the date of employment, or within thirty (30) days after the indemnity hereinafter mentioned is received and approved by the Board, whichever date is later in point of time, shall make application for membership in the UTF (which shall include membership in the MEA and NEA) or pay a representation fee equivalent to the amount of dues uniformly required of members of the UTF (which dues shall include the dues of the MEA and the NEA), less any amounts not permitted by law, if membership is not desired. The Board also agrees to deduct MFT/AFT dues when requested by the member.

C. Any teacher may sign and deliver to the UTF an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between August 1 and September 14 of any subsequent year. (See Appendix V, Leaves of Absence, No. 7.)

D. Upon presentation of the assignment by the UTF to the business office of the Board, deduction shall be made for dues, representation fees, or voluntary contributions in twenty (20) equal installments beginning in September and continuing through June except that,

1. Deductions for teachers employed after the opening of school shall be computed according to the following formula: Total fee divided by twenty (20) multiplied by twice the number of months remaining in the school year after date of employment.

2. The sums computed under Paragraph 1 of this Subparagraph D shall be deducted in equal installments beginning the first full month following employment.

3. Any dues or fees erroneously deducted by the Board and transmitted to the UTF or the Michigan Education Association shall be refunded to the Board or the teacher upon demand.

4. If a teacher, after all other authorized or mandatory deductions or garnishments, shall not have sufficient funds due to him to provide for the payment of said dues or representation fees, no sums shall be deducted, and the UTF shall assume the duty of direct collection from the teacher. The UTF shall assume the same responsibility in all cases where no deductions have been made because a teacher's earnings are insufficient during any pay period to pay such dues or representation fees.

E. In the event that a teacher fails to pay the membership dues or representation fees, the Board shall, as of the end of the semester in which said failure occurs, deduct the specified representation fees from the bargaining unit member's salary and remit the same to the UTF. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article shall, upon notice from the UTF, constitute reasonable and just cause for payroll deduction of representation fees.

1. The procedure in all cases of payroll deduction of representation fees for violation of this Article shall be as follows:

a. The UTF shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient

that a request for payroll deduction of representation fees will be filed with the Board in the event compliance is not effected.

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

F. The Board of Education shall furnish the UTF with the name and address of any newly hired teacher whose position is included in the bargaining unit within two (2) weeks, and within four (4) weeks in the instance of adult education teachers, from the date of employment. The UTF, upon request, shall from time to time promptly deliver to the Board an alphabetical list of all members of the UTF in good standing. The Office of Human Resources/Labor Relations shall provide each newly hired teacher a copy of the Master Teacher Contract.

G. The UTF shall furnish the Board a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the Board, whether for membership dues or representation fees, the Board agrees, within fifteen (15) days after the end of the month in which deductions are made, to remit said deductions to the UTF, accompanied by the alphabetical list of teachers for whom such deductions have been made.

H. This Article shall not become operative until the UTF and the Michigan Education Association execute and deliver to the Board an agreement under which the UTF and the Michigan Education Association jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs and expenses of whatsoever kind and nature (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Paragraph D(3) and Paragraph E of this Article, and the defense of actions taken against the Board before any court or administrative agency.

I. Should payroll deduction of representation fees as provided in Section E be found contrary to law by an administrative tribunal or court of competent jurisdiction, Section E from the 1977-79 Flint Master Teacher Contract shall be deemed in effect and the parties shall meet to discuss its implementation.

ARTICLE 5

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted

in an open atmosphere, which is free from artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Teachers recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study. Therefore, teachers will exercise responsibly their academic freedom within the scope of the courses of study to which they are assigned, giving due consideration to the maturity levels of their students.

B. Outside of the classroom the teacher shall be secure in his/her freedom in professional, political, and other relationships. Thus, the teacher has the right to form, join, lead, and take a role in legal organizations so long as his/her activities shall not impair his/her effectiveness as a teacher or disrupt the educational process.

ARTICLE 6

Human Relations

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

B. The Board shall make all reasonable efforts to recruit and employ individuals from underrepresented groups. The Board shall regularly communicate with institutions training individuals from underrepresented groups for the teaching profession. The parties recognize that teachers employed by the Board are an integral part of the Board's recruiting trips when practicable. Teachers participating in recruiting shall be selected by the Executive Director of Human Resources/Labor Relations. Recommendations of potential candidates for teaching positions with the Board by the UTF, MEA, NEA, MFT, AFT, Community Leaders, and Community Organizations are desired and will be given consideration by the Board.

ARTICLE 7

Human Relations Inservice Day and Council

A. K-12 Human Relations Inservice Day and Council

1. There shall be one (1) inservice day per year specifically designated for Human Relations Inservice. This day shall be held in the month of March.

   Attendance at all Inservice days shall be mandatory. The Professional Development Chairpersons shall select, from among themselves, a Human Relations Day council of two (2) persons from K-3, 4-6, 7-8 and 9-12. They, along with two (2) representatives from the UTF and two (2) representatives from the Office of Human Resources/Labor Relations, or their designees, of the Flint Community Schools shall design a format for Human Relations Day.

   Full participation of those chosen to serve on the Human Relations Day Council is expected. Failure to attend a majority of the Council's planning sessions will disqualify the Professional Development Chairperson from serving in that capacity during the following school year.

   The Human Relations Day Inservice Council will begin meeting in October of each school year to plan the spring Human Relations Inservice Day. The Council will be co-chaired by a representative of the Office of Human Resources and a UTF Representative as appointed by the UTF President.

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

   The Human Relations Day council will, within the parameters set forth above, determine and the theme of the District's Human Relations Day activities and shall provide a list of suggested activities to the buildings no later than December 31st of each school year. Buildings, using their Shared Decision-Making process, will determine the building Human Relations Day activities and will forward a report to the HR Day Council for the purpose of data collection and review. The goal of the Board and the UTF is to have the theme in place so that buildings can include Human Relations Day activities in their school improvement plan.

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

   1. Positive staff expectations of students;
   2. Staff expectations of themselves and of other staff members;

3. Staff behaviors and attitudes toward each other, parents and students; a better understanding and acceptance of others' roles and points of view. One of the goals of Human Relations Inservice Education is to aid educators in their efforts to teach children the understanding, attitudes, and skills essential to good relations among people of diverse cultural, racial, religious, and socio-economic backgrounds;

4. Improving self-concept, self-image;

5. Exposing and providing methods to eliminate stereotypical ideas;

6. Values clarification;

7. Increasing understanding of cultural differences;

8. Increasing intra-staff cohesiveness; and

9. Increasing understanding of the exceptional child.

C. Adult education teachers teaching half time (see Appendix AA) or more shall be provided a six hour block of time on the March Human Relations Day for professional development activities.

ARTICLE 8

Explorer Schools

A. The Flint Board of Education and the United Teachers of Flint, Inc., in their mutual commitment to the reform efforts of the school district, establishes the position of Learning Community Leader (LCL) whose duties and responsibilities, as well as the selection process, are set out below.

B. LCL Selection Process

1. The UTF members of their respective Learning Community (LC) shall elect each LCL. The election shall be held in the spring of each school year.

2. A LCL may serve in that position for two years, at which time a new LCL must be elected, unless by consensus, the LC opts to continue a LCL beyond two years.

3. The preferred method of selection is consensus.

C. Duties and Responsibilities of the LCL

1. The LCL shall be responsible for coordinating and arranging for LC representatives to attend all necessary after school meetings, including but not limited to Explorer

meetings, Leadership Council meetings, ERS meetings, and summer professional development.

2. The LCL shall be responsible for the calling and facilitating of High Performance Work Team (HPWT) meetings.

3. The LCL shall work with the Principal, other LCL's and support staff in the development and writing of the school PA25 and School Improvement plan.

4. At each Explorer school, the teaching staff will select a LCL to serve as Professional Development Chair for the school and one LCL to serve as Learning Improvement/Shared Decision-Making Chair for the school. This selection shall occur in the spring of the school year for the following school year. LCL's elected to these positions will not receive the stipend established for these positions in Appendix C.

5. During the term of the LCL, the Learning Community may, if the LCL does not fulfill the duties and responsibilities as set out in this article, remove a LCL and elect a new LCL.

6. The LCL shall be expected to communicate to all members of their Learning Community of impending meetings as well as provide regular updates regarding meetings attended by the LCL.

7. The LCL shall represent the concerns, input and interests of their Learning Community at all other school level meetings.

8. The LCL shall assist in the development of leadership skills for future LCL's and offer support and assistance to new teachers assigned to their Learning Community.

9. The LCL shall coordinate the work of the LC staff, focusing on data collection, analysis of data, and planning in regard to standards and student work.

10. The LCL shall coordinate the collaborative development of the LC budget, as well as recommendations for the Learning Community Council's budget that are consistent with the interests of the staff and students in their LC, and monitoring expenditures of the LC. The LC, the Learning Community Council and the Principal must approve all expenditures of the LC.

D. Learning Community Planning Time

1. Each Learning Community has 255 minutes of planning per week. The LC, using Shared Decision-Making will identify a minimum of 120 minutes of common planning time to the LC. The remaining planning time shall be for individual planning.

2. The parties will continue to explore ways of providing additional common planning time for Learning Communities.

ARTICLE 9

Negotiation Procedures

A. At least six (6) months prior to the expiration of this Agreement, the Board agrees to begin negotiations with the UTF concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the UTF.

B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Board and by the membership of the UTF.

C. At the first official meeting of the respective bargaining teams the parties shall mutually establish negotiation ground rules which shall specifically describe the agreed upon process for the negotiation of a successor agreement to the Master Teacher Contract.

D. Once a tentative agreement is reached, both bargaining teams agree to present and strongly recommend to their respective governing bodies acceptance of the tentative Agreement.

E. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

F. When it is mutually agreed that negotiations referred to in Paragraph A between the UTF and the Board shall take place during the school day, any teacher so engaged shall be released from regular duties without loss of salary.

G. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

H. In order to promote and continue the cooperative atmosphere between teachers and administrators, the Board and UTF agree to establish a continuing Joint Labor/Management Committee to meet regularly to address mutual concerns. The Joint Labor/Management Committee will be equally representative, composed of six (6) members appointed respectively by both the UTF and the Board. A two-day training and organizational meeting of this committee shall be held no later than September 30 of each year. The Joint Labor/Management Committee will determine its own charter and purpose. The Joint

Labor/Management Committee shall have authority to adopt revisions to contract language, which preserve the basic rights of the parties.

ARTICLE 10

Compensation and Expenses

A. The salaries of teachers employed to teach in kindergarten through twelfth grade for the school years 2002-2003, 2003-2004 and 2004-2005, and the rules governing the placement of such teachers on such salary schedules are set forth in Appendices B-1 and B-2.

The pay for teachers employed to teach classes in the adult education program for the school years 2002-2003, 2003-2004 and 2004-2005, and the rules governing the placement of such teachers on such salary schedules are set forth in Appendices B-3 and B-4.

B. 1. Salary differentials shall be paid for the school years 2002-2003, 2003-2004 and 2004-2005 as set forth in Appendix C; provided, however, that the Board reserves the right to eliminate any position paying a salary differential or to add positions to the said list of such salary differentials as may be determined after negotiations between the Board and the UTF. Provided, further, that positions carrying salary differentials shall be considered extra duty for extra pay and no tenure shall be granted in such positions.

2. Salary differentials payable from funds other than state and local taxes are not included in Appendix C. All such differentials are subject to change or termination at any time such funds are not available for this purpose.

C. 1. When a full-time teacher is asked and agrees to engage in temporarily assigned professional work, other than incomplete work, on days other than those specified in Article 12, Section A, he/she shall be paid at the rate established in Article 23, Paragraph A of this Agreement. When a full-time teacher is asked and agrees to act as a guest teacher during any full period, or when a counselor is asked and agrees to act as a guest teacher, he/she shall be paid, in addition to his/her regular salary, at the rate of ten dollars ($10) per hour.

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

3. Adult education teachers are encouraged to volunteer to guest teach for absent adult education teachers. The rate of pay for guest teaching is set forth in Appendix B-1.

The Board will prepare a guest teacher list for adult education. The list shall be comprised of adult education teachers volunteering to guest teach, K-12 teachers known to be interested in and qualified to guest teach, interested former adult education teachers and administrators, and individuals on the approved K-12 guest teacher list who have knowledge of and desire to guest teach at the Adult High School.

Guest teaching time shall have no application to such matters as seniority accrual; full-time, half-time or less than half-time employment status; and the determination of appropriate pay.

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

E. At the end of each semester, the total payment by institutions sending student teachers and/or student nurses to Flint shall be credited on a pro rata basis to a special account for the critic teachers participating in the program for that semester. The money credited to such account shall be regarded as in a trust for such teacher for so long as he/she is employed in the Flint school system and may be used either to pay for the cost of taking training courses or for the purchase of books and/or supplies for personal or classroom use by the teacher.

Any tools or supplies so purchased shall be considered the personal property of such teacher. Any balance remaining in a teacher's account at the time of resignation, retirement, death, or termination of employment for any reason shall remain available for use in supplementing requests by other eligible critic teachers. Any funds may be transferred to the supplemental account with the consent of the teacher.

If, during the term of this Agreement, no institutions sending student teachers and/or student nurses to Flint refuse to permit their payments to be distributed directly to critic teachers, the Board agrees that the total payments by institutions sending student teachers and/or student nurses to Flint shall be distributed in cash among the critic teachers on a pro rata basis.

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

Adult education teachers eligible for mileage reimbursement shall maintain an ongoing mileage log which records the purpose of the trip, the contact person if appropriate, the beginning and ending odometer reading, and the total miles driven for each trip for which reimbursement is to be provided. All mileage reimbursement is subject to approval by the director, Mott Adult High School, or designee(s). The rate of reimbursement for all approved mileage shall be the IRS per mile rate and shall be paid quarterly during the school year. All claims for reimbursement shall be made only upon forms provided by the Board.

Approved mileage for adult education teachers will be those miles required by the District of the employee in the performance of his/her job duties. Such mileage shall not include, among other matters, miles driven between instructional sites, miles driven to or from a personal residence to a job site, miles driven from a personal residence to a supplier, or miles driven from an instructional site to a supplier location(s), unless such supplies are required by the course curriculum and are unavailable from the District.

If a question arises as to whether miles are required and/or whether a teacher is eligible for reimbursement, the question may be referred to a joint committee composed of an equal number of representatives from the Board and UTF. This committee shall gather facts and make a recommendation to the Board and UTF. The decision of the Board with respect to such recommendation shall be final.

G. K-12 guest teachers shall be provided at Board expense whenever necessary for a teacher conducting a field trip with students.

H. K-12 counselors and librarians shall be employed on a teacher contract and given a supplementary contract for an additional week at their regular contractual salary, with the additional week being any one of the following options with the authorization of the principal:

1. 1/2 of the counselors and librarians 1 week prior to the opening of school.

   1/2 of the counselors and librarians 1 week after the close of school.

2. 3 days prior to the opening and 2 days after the closing of school.

3. 4 days prior to the opening and 1 day after the closing of school.

Their compensation shall be increased accordingly, it being recognized that Appendix B-1 through B-2 are based on the K-12 teacher year.

Adult education librarian(s) shall be paid for two days before or two days after school at the rate set forth in Appendix B-4 for Summer and Miscellaneous Rates.

I. K-12 nurse counselors will be employed on a classroom teacher attendance year and may be given a supplementary contract for an additional week at their regular contractual rate.

J. A K-12 teacher will receive salary credit on the salary schedule for a given school year, provided the teacher has been on district payroll one day more than fifty percent (50%) of the teachers' regularly scheduled work year, excluding holidays (see Appendix V, No. 6).

See Appendix B-3 for the rules for salary step advancement for adult education teachers.

K. Monitoring hours are those hours required of adult education teachers to observe and evaluate the placement of a student(s) within an instructional context at location(s) other than those owned and operated by the Board of Education. Monitoring hours must be required by the adopted curriculum, approved by the director, Mott Adult High School, or designee(s), and be beyond the sixty-nine (69) hour instructional unit currently being paid. Adult education teachers eligible for monitoring time shall maintain an ongoing monitoring log which records the purpose of the trip, the name of the individual(s) observed, a brief description of the business conducted, and the length of the visitation.

A monitoring visitation shall not exceed thirty (30) minutes in length and shall be paid at the rate set forth in Appendix B-4. Eligible monitoring time shall be paid at the end of each month and shall have no application to such matters as: seniority accrual; full, half time, or less than half-time employment status; and the determination of appropriate pay placement. All claims for monitoring time shall be made only upon forms provided by the Board.

The Board will include, as part of monitoring hours, time spent by a business teacher meeting with an employer prior to a student assignment, provided such time otherwise meets the conditions set forth above.

L. Adult education responsibilities (including student recruitment, advising, and placement) shall be paid at the rate set forth in Appendix B-4. The assignment of such work is subject to the conditions detailed in the contractual provisions covering the assignment of advising responsibilities.

Assignment of MAHS Advising Responsibilities

The parties agree that advising responsibilities (including student recruitment, registration, enrollment, and placement), are not exclusive bargaining unit work. Accordingly, such work may be assigned by the Board to other than members of the bargaining unit.

M. The pay rate for summer work and any other work an adult education teacher does that is not covered in the above categories shall be as set forth in Appendix B-4 under Summer and Miscellaneous Rates.

N. Adult education teachers teaching one through four classes per semester shall be considered part-time employees. Adult education teachers teaching five or six classes per semester shall be considered half-time teachers. Adult education teachers teaching seven or more classes per semester shall be considered full-time teachers. See Appendix AA and the articles and appendices listed below for the details of how the above definitions apply.

Sections A, C(1), F, G, and J of Article 10 apply to Head Start teachers.

Sections B, C(2), C(3), D, E, H, I, K, L, M, and N of Article 10 do not apply to Head Start teachers.

ARTICLE 11

Professional Growth

A. Approval of training increment credits shall be the responsibility of the Office of Human Resources/Labor Relations.

B. Training increment credit shall not be given in the following cases unless an accredited graduate school states in writing that such credit is transferable as legitimate credit.

1. Graduate credit over ten years old.

2. Graduate credit earned before admission to graduate school.

3. Graduate courses in which a grade of B- lowers the grade point average to less than a B on any given transcript.

   A grade of "pass" or "satisfactory" shall be considered as having fulfilled the qualification for training increment credit for institutions utilizing such grading system.

The above provision applies only to K-12 teachers. The following paragraph applies only to adult education teachers.

Adult education teachers who are eligible for placement on the BA or MA schedules and who have the proper paperwork on file in the Office of Human Resources/Labor Relations shall receive credit for such degree placement irrespective of the year in which the degree was conferred. Graduate hours over ten years old will not be accepted as part of the earning of a BA or MA degree subsequent to September 17, 1988 for purposes of placement on the salary schedule. The procedures set forth in Article 11 shall apply to all adjustments to salary as a result of the earning of a BA or MA degree.

C. All adjustments to salary as a result of additional training shall be effective at the beginning of the payroll period succeeding the date that a certificate that such training has been successfully completed is received by the Office of Human Resources/Labor Relations. Certificate is defined below in paragraph C(3)(a).

1. If a course is completed between April 15 of a given year and the succeeding November 15, and a transcript is received by November 15, the adjustment to salary shall be retroactive to September 1 of that year or the date the course was completed, whichever is later; and

2. If a course is completed between November 15 of a given year and the succeeding April 15, and a transcript and a letter as defined in paragraph C (3)(a) is received by April 15, the adjustment to salary shall be retroactive to the date the course was completed.

3. Certificate for completion of a course shall mean a valid transcript.

   a. The date the college or university places on the transcript as the end of the semester or term shall be the date a course was completed, unless an official letter from the institution's registrar with an official registrar's seal establishes a different date as the day the course was completed.

   b. It shall be the responsibility of the teacher to apply for a salary adjustment, obtain a transcript and letter from the registrar and to deliver it to the Office of Human Resources/Labor Relations.

D. Training increments shall be paid those teachers receiving a minimum of 50 percent of the training increment credit beyond the B.A. and the M.A. degrees in an area of teaching certification. As to persons hired after the date of September 15, 1973, four (4) semester hours of the 50 percent referred to in (D)(1) below shall be devoted to courses dealing with minority history or culture, except that:

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

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

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

E. New teachers employed in Flint commencing with the 1975-76 school year shall satisfactorily complete prior to the end of their second year of employment one (1) two-semester-hour course in general reading and one (1) two-semester-hour course in diagnostic reading. Teachers with a reading degree or a reading endorsement, or who have completed said courses or the same course at an undergraduate level previous to their employment in Flint, shall be considered as having fulfilled the requirements of this section. Failure to meet the aforementioned requirements may be considered a proper subject to be included in the teacher's annual evaluation.

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

F. New teachers employed by the Board commencing with the 1982-83 school year shall satisfactorily complete, prior to the end of the second year (August 31) of employment, eight (8) semester hours, four (4) of which may be inservice credit hours, in the following areas:

   1. Four (4) hours of mathematics or mathematics education;

2. Four (4) hours in courses dealing with minority history or culture.

Inservice credit courses will be developed by the Department of Instructional Services in conjunction with the Department of Professional Development. Such courses may be offered, provided sufficient teachers enroll on a tuition basis, to meet program costs. The Board will consult with the UTF in the development of the inservice credit courses.

Up to four (4) inservice credit hours shall count for advancement on the BA + 15, MA + 15, and MA + 30 salary tracks. Up to four (4) inservice credit hours shall count for salary track credit for the MA degree track or PhD degree pay if the college or university accepts the hours for the MA or PhD degree.

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

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

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

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

G. Mentoring

1. The Mentor selection and procedures are contained in the Mentoring handbook.

2. The stipend for mentor teachers is contained in Appendix C ($100 per semester).

3. Mentor teachers are encouraged to utilize their stipend for:

   - Instructional materials for classroom
   - Classroom equipment
   - Registration for a professional conference or workshop
   - Membership in a professional organization

4. The stipend may be contributed in their name to selected scholarship funds or the Flint Classroom Support Fund. The district-wide mentoring committee would select the specific scholarship funds.

5. Mentoring teachers will receive one (1) C.E.U. per semester.

H. Before individual teachers are expected to implement mandated education reform initiatives (MERI), they will be provided with professional development opportunities designed to train and enable those teachers to fully implement such mandates.

I. 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. Accordingly, a Joint Professional Growth Committee, composed of eight (8) representatives (four District representatives appointed by the Superintendent and four Union representatives appointed by the President of the United Teachers of Flint), will be responsible for the planning and implementation of the Fall Professional Development Conference to be held at the beginning of each school year. During October of each year, except 2000, the Committee will conduct a survey of bargaining unit members and determine the topics to be covered during the Fall Professional Development Conference. Each year the sessions will be related to the district goals and systemic reform.

Article 11 does not apply to Head Start teachers.

ARTICLE 12

K-12 Teaching Days and Hours

A. The contract year for K-12 teachers shall be as displayed in Table I below:

TABLE I

YEAR	2002-2003	2003-2004	2004-2005
Paid Days	200	200	200
Student Contact Days	180	180	180
Paid Holidays	10	10	10
Non-Contact Days	10	10	10

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

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

reduction in teacher duty days shall become effective at the beginning of the following school year.

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

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

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

D. The starting and dismissal times may be changed for an entire school so long as such change does not increase the number of hours during which the teachers are required to be present. The time schedules may be changed for any segment of any school to accommodate pilot programs approved by the Board so long as such changes do not increase the number of hours during which the teachers are required to be present.

E. All K-12 teachers in the middle and senior high schools shall have a duty-free lunch period equal in length to the student lunch period at the same time. Teachers in the elementary schools shall not have lunch supervision except where the lunch period is considered part of the instructional program.

F. The school calendar shall contain eleven (11) non-contact days for all K-12 teachers, including, six (6) Professional Development days, two (2) teacher work days, one (1) Human Relations' day and two (2) records days.

G. Adult education teachers will be provided six hours for record keeping. Three hours each semester will be scheduled in consultation with the Mott Adult High School Director.

H. Adult education teachers shall be provided, prior to the beginning date of classes in the fall, and for teachers new to the program in the winter term, a three-hour orientation session. Employee attendance at the orientation session shall be considered mandatory. Employees excused from the orientation session for good cause shall not be paid for the session. The rate of pay for attendance at orientation sessions is set forth in Appendix B-3. Orientation pay shall have no application to such matters as seniority accrual; full, half time, or less than

half-time employment status; and the determination of appropriate pay. There will be two (2) professional development half-days (three (3) hours each) during each semester for Mott Adult High School. Mott Adult High School teachers shall have the option of attending the morning or evening orientation session as scheduled.

I. The length of school day for Head Start teachers shall be the same as that for elementary teachers.

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

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

K. Head Start teachers shall have a sixty (60) minute duty-free lunch period, except when required to guest teach.

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

Sections A, B, G, J and K of Article 12 apply to Head Start teachers.

Sections C, D, E, H, and I of Article 12 do not apply to Head Start teachers.

ARTICLE 13

K-12 Teaching Loads

A. All 7th and 8th grade teachers: The weekly teaching load will be twenty-five (25) teaching periods, excluding the advisor-advisee period, of no more than fifty-five (55) minutes, five (5) unassigned preparation periods, and a homeroom period of no more than fifteen (15) minutes which may be a separate period or an extension of a class period.

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

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

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

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

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

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

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

Plan A:

1. Team teachers and special education teachers shall deliver A-A services. Special education teachers shall be attached to teams.

2. The A-A period length shall be recommended by the team to the principal for approval, but shall be a minimum of 30 minutes per week.

   Building principal shall select a teacher in each of the four teaming subject areas (math, science, English, and social studies) to serve as a liaison between the respective middle school and the designated subject area coordinator. The teacher

liaison will provide a primary communication link between the team subject area teachers, the building principal, and the designated subject area coordinator. Subject area liaison teachers will be paid per meeting (see Appendix C) for meetings required by the subject area coordinator, provided such meetings occur after normal duty hours.

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

Plan B:

1. All team teachers, exploratory teachers, and special education teachers shall deliver A-A services.

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

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

This Joint A-A Committee will facilitate:

1. Updating and preparation of A-A resource materials and activities.

2. Six (6) hours of inservice training per year for the middle school staffs will be provided. Three (3) of the six (6) hours will be released time for inservicing staff within the buildings. The other three (3) hours will be used for district-wide inservice.

3. The initiation and preparation of a formal curriculum "pilot" as an option for the school year.

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

Any middle school teacher assigned to teach math will have earned, or shall be required to earn, eight (8) semester hours of mathematics or mathematics education within three (3) years of their math assignment, except that not less than two (2) semester hours of credit

must be taken in the first year of the math assignment, and two (2) semester hours of credit must be taken in the second year of the math assignment. Such assignments shall be made for instructional reasons only and shall not be made within a disciplinary context.

B. The weekly teaching load in the senior high school will be twenty-five (25) teaching periods of no more than fifty-five (55) minutes, five (5) duty-free preparation periods and a daily homeroom assignment of fifteen (15) minutes. As the non-instructional and administrative duties are met, the homeroom period will be discontinued and the time previously allocated to the homeroom will be distributed to each instructional period of the day. It is further recognized that there will be an occasional need for the homeroom period and that such needs shall be determined by the building principal, or his/her designee. No teacher will have more than three (3) separate preparations except where more are necessary to complete the schedule for that teacher or to fully implement the curriculum of the school or at the teacher's request.

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

C. The weekly teaching load in the elementary schools will be thirty (30) hours of student instruction. In addition, each elementary teacher will have five (5) unassigned preparation periods totaling 225 minutes per week.

D. In cases where special teachers of art, music, and science are utilized, the regularly assigned teacher shall not be required to remain in his/her classroom when a special teacher is in charge. Classroom teachers will be required to remain in the classroom when students are receiving instruction from special teachers for programs beginning subsequent to the fall of 1981.

E. Teacher participation in extracurricular activities for which no additional compensation is paid shall be strictly voluntary. At the same time, the teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the normal working day. Each teacher will accept not more than two (2) assignments per semester to participate in extra professional evening meetings (e.g., PTA affairs, parent visitations). The principal shall assign such duties on as equal a basis as possible, provided that:

1. Principals shall post an evening activities sheet at the beginning of each semester. Teachers will sign up for two (2).

2. Teachers shall be relieved of any such assignment for good cause.

F. Regular monthly faculty meetings shall be scheduled at the beginning of the year, provided that any such meetings shall be canceled if unnecessary. Faculty meetings shall be as brief

as possible. When held in the afternoon, such meetings in elementary and middle schools shall be commenced immediately after dismissal time and shall be scheduled for no longer than one (1) hour but may be extended to one (1) hour and twenty (20) minutes from scheduled starting time when necessary. Senior high school faculty meetings, when held in the afternoon, may commence immediately after lunch and shall be scheduled for no longer than one (1) hour but may be extended to one (1) hour and twenty (20) minutes from scheduled starting time when necessary. Staff meetings, other than the scheduled one per month needed to be held shall go to the shared decision making body to approve and to formulate the agenda and meeting date and/or time. This of course does not preclude the right of the Principal to call emergency meetings.

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

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

H. Case loads for K-12 counselors shall be limited to a 1 to 350 ratio. For the purpose of computing such ratios, administrative personnel, nurse counselors, police counselors, special education, and experimental programmers shall not be included as counselors. K-12 counselors shall not be permitted to act as department chairpersons.

I. No teachers shall be assigned, except for good cause, and in that event for no longer than one year, outside the scope of their teaching certificate or their major or minor field of study. Exceptions may be made with the teacher's consent.

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

K. Adult education teachers shall have paid instructional planning time for each class (69 hours) each semester as follows:

1. Teachers with one to four classes shall have one hour per week.

2. Teachers with five to six classes shall have two and one-half hours per week.

3. Teachers with seven plus classes shall have five hours per week.

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

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

Instructional planning time shall be paid at the teacher's hourly rate. Instructional planning time shall have no application to such matters as seniority accrual, employment status (full-time, half-time, or less than half-time), and the determination of appropriate pay placement.

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

Article 13 does not apply to Head Start teachers, except for Sections E, F, G, J, and L.

ARTICLE 14

K-12 Teaching Conditions

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

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

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

   Board shall not establish kindergarten splits.

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

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

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

enrollment after the fourth Friday of school would necessitate regrouping of classes into a split class to comply with the first grade provision above.

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

3. Grades 2-6:

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

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

a. Where it would be necessary to create split classrooms in order to comply with the above provisions, without the expenditure of additional funds, teachers who might have to teach such classrooms will be asked whether they are willing to do so. In the event that no teacher is willing, then the above maximum class size will be exceeded by no more than two (2), and split classes to meet this requirement may be created without teacher consent. This maximum of thirty-two (32) in grades 2-3 and thirty-six (36) in grades 4-6 may be exceeded only in those cases where enrollment after the second Friday in September would necessitate regrouping of classes, in which case the teachers involved will be consulted with respect to whether regrouping is appropriate or the maximum should be exceeded.

b. The above maximums may also be exceeded when agreement is reached between the principal and the teachers in the grade affected that to level off the number of students in classes in that grade to comply with the above would adversely affect student groupings and the educational process, but in no event may any class size be higher than thirty-two (32) in grades 2-3 and thirty-six (36) in grades 4-6 as a result of such agreement.

c. When split classrooms are created, the teacher who will be assigned to such a classroom will be consulted with respect to the selection of students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible and only students within three reading levels will be included.

d. All learning disabled students who are in an inclusion Least Restrictive Environment and any other Special Education student who's IEP mainstreams them 50% or more of their in-school time shall be counted as general education students for the purpose of staffing general education teachers of a building.

4. The maximum K-12 total teaching load per individual teacher in the middle and senior high schools, for other than teachers of performing music groups and typing, shall be 170 pupils per 5 periods of actual classroom teaching (or a pro rata number of pupils for a lesser teaching day). No such teacher shall be required without his/her

consent to teach more than thirty-five (35) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided, and in no event shall he/she be required to teach a class of greater than thirty-seven (37) pupils without his/her consent.

Notwithstanding the foregoing, class size maximums for physical education classes shall be forty-eight (48) with a maximum load of two hundred twenty-five (225) pupils per five (5) periods of actual classroom teaching (or a pro rata number of pupils for a lesser teaching day). The pro rata formula does not apply to teachers with one or two physical education classes. No teacher shall be required without his or her consent to teach more than forty-eight (48) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided, and in no event shall he/she be required to teach a class of greater than fifty (50) pupils without his/her consent.

Notwithstanding the foregoing, class size maximums for the classes of Practical Writing, Reading-Writing Stories, Successful Writing, Techniques of Writing, Journalism, and Advanced Composition; and all basic math classes, and classes without Geometry shall be thirty (30) pupils with a daily maximum load of one hundred fifty (150) pupils per five (5) periods of actual classroom teaching (or a pro rata number of pupils for a lesser teaching day). No teacher shall be required without his/her consent to teach more than thirty (30) pupils in any one class unless, in the opinion of the principal, a class of greater size cannot be avoided, and in no event shall he/she be required to teach a class of greater than thirty-two (32) pupils without his/her consent.

5. Mainstreamed Students (See Section L below, and Appendix T.)

The issue of placement, counting, and the delivery of instructional services to mainstreamed students is an educational issue that will be addressed by the Educational Needs Committee, with special focus at the elementary level. Individualized Educational Planning Committee (IEPC) recommendations are to be followed from the first day of school with the understanding that exceptions may need to be made in the case of students transferring from other districts, intra-city transfers, or enrollment variations. Accordingly, the committee will make recommendations regarding the blending or bridging of instructional responsibilities among and between the principal, special education teacher, general classroom teacher, and special education support staff so as to most appropriately provide instructional service to the mainstreamed student. Such recommendations will include a review and amplification of those responsibilities detailed in Appendix T and the three pilots proposed by the parties during bargaining of this contract.

Committee recommendations will be submitted to the Superintendent of Community Education for his/her consideration on or before May 15 of each year. The superintendent shall forward the committee recommendations together with his/her analysis and recommendations to the Board of Education for its review and consideration on or before June 30 of each year. Approved recommendations shall be implemented beginning the fall of each year.

The above charge (but not those in Appendix T) to the Educational Needs Committee will be considered completed upon the submission of specific recommendations to the Superintendent of Community Education on or before May 15 of each year, unless extended by mutual agreement.

In addition, the Board agrees to continue to work to improve the placement of special education students placed in general education classrooms and will not await the recommendations of the Educational Needs Committee to address this issue.

There shall also be established a Class Size Monitoring and Resolution Committee composed of an equal number of representatives of the UTF and the Board. The committee shall monitor all district classes where special education students are placed in general education classrooms (mainstreamed).

As part of its monitoring function, the committee shall issue a report after the fourth Friday count and at the end of the year detailing those grades/classes throughout the district where students are mainstreamed. Such information shall be shared with the Educational Needs Committee.

The Class Size Monitoring and Resolution Committee may also make written recommendations for resolving individual class load problems arising from the mainstreaming of students into general education classrooms. As part of its resolution function, the committee shall review class size problems arising from the mainstreaming of students into general education classrooms, which are not resolved at the building level. The affected teacher(s) must, however, have first attempted to resolve the problem(s) at the building level with the principal. The committee's method for dealing with individual problems will include gathering facts, generally reviewing the situation, and making recommendations to the superintendent or designee. The committee shall not have authority to expend district funds, but may recommend such expenditures.

Recommendations or relief provided by either the Joint Educational Needs Committee or the Class Size Monitoring and Resolution Committee shall not be deemed as precedent setting with respect to the language of the Master Contract or the operating procedures or practices of the Board of Education or the UTF.

Under no circumstances shall a student be required to leave his/her designated home school, nor will general education classrooms be required to be reorganized subsequent to the fourth Friday student count as a result of any interpretation of these provisions and/or any committee recommendation.

These provisions shall expire on the expiration date of the 2002-2005 Master Teacher Contract and shall, as of said date, cease to be binding on the Board.

6. Notwithstanding the foregoing, but exempting Provisions A (1) and A (2) above, the maximum class size may be exceeded in summer school and emergency situations, such as, but not limited to, highway dislocation, urban renewal, lack of funds, destruction or serious damage to facilities, and inability to obtain teachers. However,

in such cases the UTF shall be involved before the final decision is made by the Board. In all cases not enumerated above, the determination of whether an emergency exists shall be subject to the grievance procedure.

B. Wherever feasible, the Board shall make available in each school at least one room, appropriately furnished and vented, which shall be reserved for use as a faculty lounge.

C. Outside telephones shall be available for teacher use for professional and emergency calls. Long distance calls shall be made only in emergencies and with the prior approval of the principal.

D. In K-12 schools where cafeteria service is not available for teacher use, the teachers, with the prior consent of the principal, may arrange for the installation of a vending machine for beverages. The installation, operation, control, and maintenance of the machines shall be the responsibility of the teachers in that building and all proceeds there from shall be used in such manner as the teachers in that building shall determine.

E. Wherever feasible, adequate parking facilities shall be made available to teachers for their exclusive use.

F. <u>K-12 Textbooks, Supplies, Materials, and Technology</u>

1. Teachers shall be informed when annual supply requisitions (not special requisitions) are available, money allotted and time scheduled to order. A final copy of the requisitions shall be made available to teachers. Each Elementary teacher, including self-contained special education teachers, shall receive a minimum of $15 per pupil to purchase teaching supplies. Each Middle and High School teacher shall receive $375 each based on an average of 25 students per teacher (25 x $15= $375.00). Teaching supplies for Title 1 teachers shall be supplied through the Title 1 budget.

2. The Board declares its intention to provide adequate supplies, textbooks and materials. No curriculum change shall be implemented in a given program until sufficient textbooks to initiate the program are available or are expected to be available by the fourth (4th) Friday of each semester. The Board will use its best efforts to coordinate curriculum changes with the ordering of supplies and materials.

3. The allocation of monies and the ordering of supplies within each K-12 building shall be determined by a collaborative decision-making process each fall. Each school is responsible for developing its own procedure. The procedure shall include reviewing the previous distribution pattern and reviewing the procedure for returning defective supplies.

4. It is recommended that the Flint Board of Education issue a public statement detailing the increasing cost of basic textbooks and related supplies and the responsibility of the parents for payment of lost or damaged books. This statement should be sent home.

The Flint Board of Education has an established policy addressing this issue on file in each principal's office. It shall be the responsibility of each school to develop procedures for the collection of payment for lost or damaged books. It is highly recommended that each school collectively develop a system for a more frequent inventory of books assigned to each classroom. The teaching staff shall be held responsible but will not be required to make financial restitution for books assigned to their classroom.

5. Adequate desks/tables and chairs shall be provided.

   All desks/tables and chairs shall be kept in good repair.

6. Technology

   When and where instructional technology is available, training in the use of equipment, software and instructional methodology will be provided by the school district to each teacher. After such training is provided, teachers are expected to use the methodology, software and equipment appropriately.

G. K-12 Special Education teachers shall have access to all teaching materials, which are regularly available to building staff.

1. The Board agrees to attempt to abide by all mandatory rules of the State Department of Education relating to the operation of special education programs.

2. The Board shall attempt to provide each building one copy of the guidelines of the State Department of Education as they relate to special education.

3. There shall be no reduction in the ratio of aides and attendants to teachers in special education programs without prior consultation with the UTF.

H. In buildings that offer inclusion Least Restrictive Environment (LRE) education options, a written plan for the delivery of special education services for its students will be developed. The following will be included in those plans:

1. A school-based committee is established to facilitate the IEPC's of special education students. The committee shall be a composite of regular education staff, special education staff and the principal or designee;

2. Provide time during the school day for regular staff and special education staff for collaboration;

3. Provide on-going professional development that will be facilitated by the district, Special Education Department, or the Professional Development Committee at the building site;

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

5. Annual assessment of the plan should be included as part of the school improvement report.

I. It is mutually understood between the Board and the UTF that parent-teacher involvement can have an important impact on the social and educational development of students. Encouragement of such parental involvement is recognized to be a part of the professional obligation of the teacher.

K-12 teachers shall not be required to adopt any particular method of encouraging teacher-parental involvement. Home visitations are sometimes necessary, but the parties agree there will be no fixed quota or minimum number of home visits established. Any problem arising with regard to teacher-parental involvement pertaining to a particular student shall be dealt with on a case-by-case basis. Each teacher, in consultation with the principal, shall identify those students whose homes shall be visited by the teacher.

Each school will include a section covering the implementation of the school improvement plan. The implementation section should be completed by September 30th of each school year. Each teacher is encouraged to contact the parent or guardian of each student by phone, letter or conference at school.

As part of the district's commitment to expanding the use of volunteers in the schools, the district will provide a joint teacher/volunteer inservice on utilizing volunteers in the classroom.

The Flint Board of Education and the United Teachers of Flint, Inc. are committed to improving the academic achievement of each student. To that end there is a mutual commitment to providing the necessary training and tools to enable teachers to meet this commitment.

J. Platoons in the elementary buildings shall be limited to no more than six (6) sections.

K. Half-time teachers and K-12 teachers with teaching responsibilities in two or more buildings shall not be required to attend more than half of the meetings and/or activities in their building(s), with the exception of those in Article 13, Sections E, E(1), and E(2). The activities the teacher attends will be determined by the principal(s) after consultation with the teacher.

L. The parties agree that it is their mutual goal that the placement of K-12 special education students in regular classrooms (mainstreaming) be spread as evenly as possible among as broad a range of classes as possible, consistent with the students' instructional needs, and not be clustered in just a few classes in any building. As a goal, the Board will attempt to place no more than eight (8) students in any one classroom.

The issue of placement of K-12 special education students in regular classrooms will be reviewed by the Joint Educational Needs Committee set forth in Appendix T. Special attention will be paid to studying what restricts special education student access to certain classes and what can be done to change this where possible.

M. The building principal shall attempt to rotate the cancellation of half-day kindergarten sessions so that morning and afternoon sessions are canceled on an approximately equal basis during the school year, unless the staff has been consulted and alternative arrangements made.

N. Should classroom interruptions be determined by building staffs to be excessive, the shared decision-making body at the building will determine the necessary changes needed to correct the problem.

O. To the extent feasible, teachers shall be provided an adequate and secure storage place for their materials, which can be locked.

P. Adult education teachers shall have individual mailboxes located in the major MAHS centers in which they teach. Adult education teachers who do not teach in a major center shall designate the major center where their mailbox is to be located.

Q. Adult education teachers shall have access to the high school libraries two to three times a semester at Flint Southwestern Academy, Northwestern Edison, and Northern in the evenings so their students can use reference and research materials. Reference and research material will not be removed from the library. On these evenings the libraries will be supervised by the MAHS Librarian as arranged for by the MAHS Director.

R. Teachers and other professionals should dress, speak, and behave in a manner that provides a positive model for students.

Sections A, J, L, M, O, P, and Q of Article 14 do not apply to Head Start teachers.

Sections B, C, D, E, F, G, H, I, K, N and R of Article 14 apply to Head Start teachers.

ARTICLE 15

Promotions

A. Whenever any vacancy shall occur in any professional position in the District for which certification or a degree is required, other than on the K-12 salary schedule or administrative positions beyond the entry level (entry level is defined as a position for which previous administrative experience is not required), the Board shall publicize the vacancy by posting the vacancy on a conspicuous bulletin board in the Office of Human Resources/Labor Relations and by publication in other publications of general circulation among all teachers, a copy of which shall be in the Office of Human Resources/Labor Relations and the UTF Office. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.

B. Any teacher may apply for such vacancy. In filling such vacancy consideration will be given to persons already employed in the Flint school system. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time

each has been in the school system and other relevant factors. A copy of the procedure for interviewing and otherwise judging the merits of applicants for such positions shall be given to all teachers. The decision of the Board as to the filling of such vacancies shall, however, be final.

ARTICLE 16

Vacancies, Transfers, and Reduction in Staff

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

B. Transfers and changes of assignment shall be on a voluntary basis whenever possible. By the fifteenth (15^{th}) of each month, the Office of Human Resources/Labor Relations will provide a list of vacancies to the Union and the Head Association Representative in each building. The Head Association Representative will be responsible for posting this list in the building.

IN BUILDING CHANGES OF ASSIGNMENT

1. The Board and the UTF recognize that arbitrary and capricious changes of teaching assignments in a building are disruptive of the educational process; they also recognize that there are educationally sound reasons for periodic changes of teaching assignments within a building.

2. When a change of teaching assignment within a building is necessary to meet the educational needs of the students within the building, the building Principal shall first seek volunteers for the assignment change. In the event that no teacher volunteers for the change of assignment within the building, the Principal shall select a teacher or teachers for the change of assignment.

3. A teacher selected for a change of assignment in a building shall meet with the building Principal prior to the change of assignment to discuss the educational basis upon which the change is founded and shall receive a copy of those reasons in writing at that time. In the event the teacher believes that the change of assignment is being done for reasons other than the educational needs of the students in the building, they may, within five (5) business days seek a review of the change of assignment by (The appropriate Assistant Chief Academic Officer).

4. The review by *(appropriate Assistant Chief Academic Officer)* must be completed with five (5) business days following the filing of the request for review. After such review, the teacher may grieve the change of assignment if they still believe that the change of assignment was arbitrary and capricious.

5. The parties agree that there are times when a change of assignment within a building (e.g. when classes are being leveled or eliminated within a building)

that must occur quickly. On those occasions, the Principal may effect the change of assignment immediately, but must meet with the teacher within three (3) days to initiate the teacher's right to review.

6. Teachers who have had their in building teaching assignment changed will receive assistance from the District to move books, equipment, and other appropriate material between rooms. Such assistance shall include but not be limited to custodial assistance in moving large and heavy objects, time to set up new classroom, and such other assistance as is appropriate and necessary.

7. In an effort to facilitate an atmosphere of mutual professional respect between teachers and building Principals, the Board and the UTF agree to conduct a series of joint trainings. Principals and teacher Building Representatives shall be trained on the following topics:

   a. Communication skills;
   b. the procedures to be followed in the change of assignments within a building and involuntary transfers between buildings;
   c. such other training as deemed necessary and appropriate, e.g., the grievance procedure and the evaluation procedure.

8. Teachers who are required to move from room to room within the same building shall be provided with boxes, custodial assistance and one day of Guest Teacher coverage of their teaching assignment to implement the move.

C. When involuntary assignments or transfers are made, teachers will be given fifteen (15) days notice of said transfers, and the reasons therefore in writing, except that in those cases in which a transfer must be made in less than fifteen (15) days, the aforementioned written notice will be given as time will allow. All involuntary transfers will be given an opportunity to state in writing the reasons for their objection to the transfer. A teacher designated for involuntary transfer may by June 30, submit a preference memo indicating:

1. A desire for early placement;

2. A preference to remain at his/her current placement; and

3. A desire for late placement.

The parties agree that the filing of a voluntary transfer request form is not a guarantee that the teacher will receive a transfer. As a matter of professional respect, voluntary transfer forms should have the Teacher's Principal's signature, except as otherwise authorized by the Office of Human Resources and Labor Relations. The Principal's signature only means that the request for voluntary transfer has been seen by the Principal, not that the voluntary transfer request has been approved or denied.

D. Teachers shall be given an opportunity to apply, without giving reasons, for transfers to be effective the next school year if their application is made by April 30; provided, that if the application is made after April 30, the teacher shall state the reasons for the transfer request or if the request is for transfer to a particular school, the teacher shall be obligated to state the specific reasons for the choice of the school. A list of vacancies within the bargaining unit shall be posted on a conspicuous bulletin board in the Office of Human Resources/Labor Relations and a copy shall be mailed to the UTF by the 15th day of each month. If a teacher requests a transfer under this Paragraph and is refused, he/she shall be notified in writing of the reasons therefore if he/she so requests. No teacher shall be discriminated against because of a request to transfer.

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

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

F. Should involuntary transfers be found to be necessary, the selection of such teachers to be involuntarily transferred shall be determined on the basis of the following criteria:

1. District overall instructional needs;

2. Teacher certification and qualification;

3. Extracurricular needs;

4. Uninterrupted system-wide seniority (service in the Flint School District); and/or

5. Other necessary and reasonable considerations, determined by the Board after consultation with the UTF.

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

1. Whenever any position in the K-12 program shall become vacant, the Board shall give first consideration to involuntarily transferred teachers in the filling of that vacancy. If the Board determines that the needs of the district will not be met by filling the position in this manner, the Board shall then consider requests from teachers who are not on layoffs or leave for transfer unless the vacancy is the result of previous transfer.

2. Vacancies not filled in the aforementioned manner shall be filled from among those teachers who are on leave, have not been laid off, and whose leaves have expired.

3. Should vacancies not be filled in Provisions 1 and 2 above, said vacancies shall be filled from among those teachers who have been laid off including teachers on leave who have been laid off in accordance with the provision of Article 16, Sections 1 and 2.

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

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

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

considered as correct for that respective year or until such time as a revised seniority list is issued.

The seniority list shall include the following:

1. Full name of teacher;

2. Years of uninterrupted service in the Flint School District;

3. Tenure status as of the printing of the seniority list;

4. Certification; and

5. Major(s) and Minor(s).

I. Reduction in Staff

If the Board shall determine to reduce staff, the following procedures shall be controlling:

1. Layoff

a. The Board shall determine the subject areas in secondary schools and the number of positions in elementary schools in which reductions will be made and the number of positions affected and will notify the UTF of such determinations.

b. Non-tenure teachers shall be laid off first followed by tenure teachers.

c. The order of layoff of non-tenure teachers shall be determined by the Board. In secondary schools, the order of layoff of tenure teachers in each affected subject area shall be based upon the length of uninterrupted service in the Flint School District, i.e., the longest uninterrupted service in the District shall be the last in his/her subject area to be laid off.

In elementary schools, the order of layoff of tenure teachers shall be based upon the length of uninterrupted service in the Flint School District regardless of the grade level to which the teacher may be assigned at the time of layoff.

Where length of service is the same, the tenure teacher in the secondary schools with the highest qualifications in his/her subject area will be retained. Where length of service is the same, the tenure teacher in elementary schools with the highest qualifications will be retained regardless of the grade level to which he/she is assigned. Where length of service and qualifications are the same, the teacher in the secondary schools with the best performance record in his/her subject area and the tenure teacher in the elementary schools with the best performance record regardless of the grade level to which he/she is assigned will be retained.

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

2. Recall

a. The Board shall determine the subject areas in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.

b. Recall of laid-off teachers shall be from the primary subject area from which the teacher was laid off, or to an area for which the teacher is certified and qualified.

1) Primary shall be defined as the majority subject area to which the teacher was assigned immediately prior to the layoff. For example, if a teacher was assigned to three math classes and two science classes, the primary teaching area for recall purposes would be math.

2) Qualified shall be defined as described below.

Possessing a declared major in the predominate subject area of assignment or graduate work equal to a major in the predominate subject area of assignment, and the meeting of all North Central Accreditation standards at the high school level.

However, if a teacher has eight (8) or more years of successful teaching in Flint, the teacher shall be considered qualified to be recalled in his/her minor area of certification. If a teacher is recalled in his/her minor under this provision, the teacher may be required to pursue additional academic credit as specified below.

Successful teaching shall be defined as having achieved an annual performance rating of "good" or "superior" during his/her last five years of teaching.

3) Declared shall be defined as appearing on the teacher's teaching certificate or on a written approval (endorsement) from the Department of Education, on file in the Office of Human Resources/Labor Relations prior to June 1st. If the work is in progress and will be completed by the beginning of school in the fall immediately subsequent to the layoff, the teacher shall make evidence of this known to the Office of Human Resources/Labor Relations as soon as possible but no later than June 1st.

Should a teacher be recalled to an area in which he/she is not qualified as defined above, the teacher may be required to pursue additional academic study (defined as including District courses as piloted under Article 11, Section F) in the area of recall through formal course work not to exceed ten (10) semester hours.

The teacher shall have two years to complete the required course work on the basis of not having to complete more than four (4) hours by the end of the first year, not more than six (6) hours by the beginning of the second year, not more than eight (8) hours by the end of the second semester of the second year, and not more than ten (10) hours by the end of the second year. Teachers shall not be required to take the courses prior to the beginning of school of the year of recall. The decision to require additional courses shall only be made after consultation with the teacher.

Should a teacher be required to pursue additional academic training, the Board, in consultation with the teacher, shall determine the necessary course work including a timetable for completion of such training. Failure to complete the required course work within the timetable established, or not having obtained an extension for legitimate reasons approved by the Board, shall result in the teacher being immediately subject to layoff. The teacher shall not be recalled until he/she has completed the required academic work or until a position is available for which the teacher is qualified as set forth above. Recall shall be according to the normal recall procedures.

The Board shall not be arbitrary or capricious in the exercising of its rights under these provisions.

c. Tenure teachers shall be recalled first in inverse order of layoff. Non-tenure teachers shall then be recalled. The order of recall of non-tenure teachers shall be determined by the Board.

d. No new teachers shall be hired in a laid-off teacher's subject area in the secondary schools until all certified and fully approved laid-off teachers from that subject area have been recalled or have declined or failed to accept recall. No new teacher shall be hired to replace a laid-off elementary teacher until all certified and fully approved laid-off elementary teachers have been recalled and declined or failed to accept recall. Further, no new teachers will be hired in a subject area in the secondary schools or in the elementary schools before teachers who are laid off, regardless of their assignment at the time of layoff, who may be qualified and who possess the necessary certification or approval have been offered the position and declined or failed to accept the position.

   Except as otherwise provided in Paragraph 2, the right of recall shall expire at the close of the school year next succeeding the school year in which the teacher's layoff becomes effective.

e. For purposes of this subparagraph, service shall not be deemed to be interrupted by any leave granted and approved pursuant to Article 18 of this Agreement.

f. Within fifteen (15) days of the mailing of a letter of recall, if the letter of recall is postmarked on or before July 31, and within ten (10) days of the mailing of such letter, if the letter is postmarked on or after August 1, a teacher shall notify the Office of Human Resources/Labor Relations in writing whether he/she will accept re-employment.

Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall. Each teacher shall notify the Office of Human Resources/Labor Relations in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the teacher at the last address recorded in the Office of Human Resources/Labor Relations.

3. The Board's decision as to qualifications and performance record for the purposes of Paragraph I shall be final.

4. In the event of a layoff, a leave of absence for a period of one full school year will automatically be granted without pay to any and all teaching staff affected by the reduction upon request to the Office of Human Resources/Labor Relations.

These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher.

Teachers on layoff shall be eligible for a renewal of their Reduction in Force (RIF) leave for a period of one additional year, and said renewal will be granted, provided the Office of Human Resources/Labor Relations shall determine that District instructional programs will not be impaired and the granting of the extension shall result in the recall of a teacher on layoff.

A teacher who is not affected by the layoff may elect to take and will be granted a leave of absence without pay for a period of one full year, provided the Office of Human Resources/Labor Relations shall determine that said leave shall result in the recall of a teacher on layoff.

Teachers unaffected by the layoff shall be eligible for a renewal of their RIF leave for a period of one additional year, and said renewal will be granted, provided the Office of Human Resources/Labor Relations shall determine that district instructional programs will not be impaired and the granting of the extension shall result in the recall of a teacher on layoff.

Teachers unaffected by the layoff and who have been granted a RIF leave for the remainder of the year, upon approval of the superintendent, shall be eligible for a renewal of their RIF leave for a period of one additional year, and said renewal will be granted, provided the Office of Human Resources/Labor Relations shall determine that District instructional programs will not be impaired and the granting of the extension shall result in the recall of a teacher on layoff.

Applications for RIF leave or a renewal thereof must be received by the Office of Human Resources/Labor Relations on or before June 1 of the school year the leave or renewal thereof is to be effective. Applications received subsequent to said date may or may not be approved on the basis of failure to meet the June 1 deadline. During said leave of absence, such teacher's seniority will remain unbroken, and his/her accumulated personal business and emergency leave days, per Article 18, shall not be canceled but shall remain credited to him/her pending his/her return to a teaching assignment in the District.

5. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

6. A teacher who is laid off pursuant to the terms of the Master Contract and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position the following year shall be subject to the following provisions.

   a. If the teacher is recalled by August 1, the teacher will be paid according to an annual salary rate such that one half of the teacher's unemployment compensation plus that annual rate will be equal to the rate of salary the teacher would have earned for the school year had the teacher not been laid off.

   b. If the teacher is recalled by August 15, the teacher will be paid according to an annual salary rate such that one quarter of the teacher's unemployment compensation plus that annual rate will be equal to the rate of salary the teacher would have earned for the school year had the teacher not been laid off.

   c. This provision will have no application to a teacher recalled after August 15.

   d. Should the above calculations be determined to be illegal by any State court or administrative agency, the parties shall reopen provision six (6) and modify the language so as to conform with the Michigan Supreme Court decision in Oak Park Public Schools.

The postmark on the letter of recall shall be the basis for determining the date of recall.

J. Adult Education Program

1. Assignments and Vacancies

a. MAHS teachers shall be assigned to classes in their area(s) of certification. Prior to the end of each semester, the Board shall survey the adult education teaching staff for assignment preferences using an Assignment Preference Form (Appendix AB-1). Staff preferences, as detailed on the Assignment Preference Form, will be considered in making class assignments, including night, Saturday, and Sunday classes. Teacher assignments received at the end of a semester for the following semester shall be considered tentative until the completion of the third week of the respective semester. MAHS Master Class Schedules will be distributed as soon as available before each semester. As changes are made revisions will be distributed.

Teaching assignments will be made based on certification, qualification, seniority, and the instructional needs and operational requirements of the program.

b. The Board will attempt to maintain a teacher's current assignment(s) (subject, time, and location) to the extent such an attempt does not conflict with district instructional needs and the operational requirements of the adult education program. Full-time teachers will have priority over part-time teachers in classroom assignments up to seven (7) based on the aforementioned criteria. The Board shall attempt to offer teachers no fewer classes second semester than they taught first semester. Every attempt will be made to assign teachers to the same building for morning and afternoon classes.

c. Teachers, at the time of completion of the Assignment Preference Form, may indicate their desire for additional teaching assignments. Teachers currently teaching in the adult education program, together with K-12 teachers, will be given consideration for additional teaching assignments prior to new hires. The Board's decision shall be final, provided that the decision shall not be arbitrary or capricious.

d. When an adult education teacher position is created, applicants teaching in the adult education program shall be given first consideration. Assignments will be made on the basis of the criteria described in Paragraph J(1)(a) of this Article. Positions in new programs will be posted.

K-12 applicants not currently teaching in the adult education program shall be considered before new hires for adult education teacher positions. New

hires are those not currently teaching in the adult education program or the K-12 program.

2. Transfers

a. Teachers whose assignments are changed subsequent to the third Friday of the semester shall be considered to be transfers. Transfers shall be on a voluntary basis whenever possible.

b. Teachers subject to involuntary transfers shall have an opportunity to meet with the director of the Mott Adult High School, or designee, to discuss the transfer.

c. Transfers, whether voluntary or involuntary, may become necessary to meet load conditions, district instructional needs, facilitate racial balance, and to meet the operational requirements of the adult education program. Teachers subject to involuntary transfers will be given five (5) calendar days notice of such transfer whenever possible.

3. Reduction and Layoff

a. Class cancellation shall be made prior to the beginning of each semester. If a teacher loses a class, every attempt will be made to assign a new class. Class schedules will be adjusted so that teachers with the highest seniority retain their prior semester level of classes up to seven (7).

The Board may cancel and/or consolidate classes after the semester begins for the following: lack of funds; termination or reduction in funding; low attendance; or other factors having an impact on the Mott Adult High School program necessitating a reduction.

b. Teaching hours reduced as a result of the above shall be removed from the teaching schedule of the teacher to whom the hours were initially assigned. Full or half-time teachers who have lost a class may be assigned as a permanent guest teacher for the amount of time equal to the number of hours lost, applying only to those classes that have started the semester, and for the duration of that semester only. Teachers who have had their hours reduced on or after the second-class meeting will be given preference in the assignment of reinstated teaching hours during subsequent semester(s) until such time as the teacher has achieved his/her previous teaching load. All such reinstated hours will be assigned upon consideration of teacher certification, qualifications, seniority, and district instructional needs and the operational requirements of the adult education program. This preference for reinstatement of hours shall last for a period of three semesters from the date of reduction. The Board's decision in the assigning of any and all hours shall not be arbitrary or capricious.

c. In the event of a layoff within the adult education program, the Board shall determine the subject areas or programs to be affected and notify the UTF of such determinations.

Layoff occurs when a teacher's class assignments are reduced to zero.

d. To the extent possible, having made provision for program needs requiring special qualifications, probationary teachers will be laid-off before nonprobationary teachers. The order of layoff of probationary teachers shall be determined by the Board.

e. The order of layoff of nonprobationary teachers in each affected subject area or program shall be determined by the Board upon consideration of seniority, teacher certification and qualifications, district instructional needs, teacher performance, and the operational needs of the adult education program. When such factors are considered to be equal, the length of uninterrupted service within the adult education program shall be the determining factor, i.e., the teacher with the longest uninterrupted service in the adult education program shall be the last in the affected subject area or program to be laid off.

4. Reinstatement and Recall

a. The Board shall determine the subject areas and programs to which teachers will be recalled and the number of teachers to be recalled.

b. Teachers shall be reinstated based upon certification, qualification, seniority, teacher performance, and instructional and operation needs of the adult education program.

The Board will attempt to reinstate full-time teachers up to seven (7) classes, prior to reinstating part-time teachers, based on the aforementioned criteria.

The Board will attempt to reinstate half-time teachers, up to their previous level of classes, prior to reinstating part-time teachers, based on the aforementioned criteria.

1) Primary shall be defined as the majority subject area to which the teacher was assigned immediately prior to the layoff. For example, if a teacher was assigned to three math classes and two science classes, the primary teaching area for recall purposes would be math.

2) Qualification is a special skill, which fits a person to a specific assignment. Consideration for determining qualification include certification as defined herein, demonstrated successful teaching experience in a subject area or at a particular level, and/or desire/willingness to work in special programs. When necessary, coordinators will interview instructors to determine/assess qualifications.

c. Nonprobationary teachers shall be recalled before probationary teachers, provided the nonprobationary teacher is certified and qualified to meet all the requirements of the subject area or program.

d. No new teacher shall be hired in a laid-off teacher's subject area or program until all certified and qualified teachers from that subject area or program have been recalled or have declined or failed to accept recall.

e. The Board shall give written notice of recall by sending a registered or certified letter or telegram to the laid-off teacher at his/her last known address as it appears on Board records. It shall be the responsibility of each teacher to notify the Board of any change in address. Teachers failing to return to work upon recall within fifteen (15) calendar days after notice of recall has been sent will have their right to recall terminated.

f. Teachers who are not recalled to employment within three (3) semesters from the date of layoff shall lose their right to recall and their employment shall be terminated.

5. Seniority List

The Board shall prepare and present to the UTF an adult education teacher seniority list in the spring of each year. Seniority will be granted based on projected completion of second semester assignments for each school year. Any teacher or the UTF may challenge the accuracy of the seniority list or the update, provided if the seniority date is not challenged within sixty (60) days after its issuance, it will be considered as correct for that respective year. Assignments will be made according to this annual seniority list.

The seniority list shall include the following:

1. Full name of teacher;

2. Number of seniority units in the adult education program (see Appendix S-2(1), (2) and (3));

3. Status as permanent or probationary employee as of the printing of the seniority list;

4. Certification; and

5. Major(s) and Minor(s).

K. Head Start Program

1. Sections A through D of Article 16 apply to the Head Start program.

2. Transfers, whether voluntary or involuntary, may become necessary to meet district instructional needs, affirmative action goals, and to meet the operational requirements of the Head Start program.

3. Head Start teachers who are properly certified and qualified will be considered, prior to new hires, for K-12 vacancies.

4. Layoff

   a. In the event of a layoff within the Head Start program, the Board will determine the scope of the layoff and so notify the UTF.

   b. To the extent possible, having made provision for program needs requiring special qualifications and state and/or federal agency regulations, probationary teachers will be laid off before nonprobationary teachers. The order of layoff of probationary teachers shall be determined by the Board.

   c. The order of layoff of nonprobationary teachers shall be determined by the Board upon consideration of seniority, program educational requirements and qualifications, teacher performance, and the operational needs of the Head Start program. When such factors are considered to be equal, the length of uninterrupted service within the Head Start program shall be the determining factor; i.e., the teacher with the longest uninterrupted service in the Head Start program shall be the last to be laid off.

5. Recall

   a. The Board shall determine the scope of the recall and the number of teachers to be recalled.

   b. Non-probationary teachers shall be recalled before probationary teachers, provided the nonprobationary teacher is properly credentialed and qualified to meet all the requirements of the program.

   c. No new teacher shall be hired into the program until all certified and qualified teachers from the program have been recalled or have declined or failed to accept recall.

   d. The Board shall give written notice of recall by sending a registered or certified letter or telegram to the laid-off teacher at his/her last known address as it appears on Board records. It shall be the responsibility of each teacher to notify the Board of any change in address. Teachers failing to

return to work upon recall notice of recall has been sent within fifteen (15) calendar days after will have their right to recall terminated.

e. Teachers who are not recalled from the date of layoff shall employment shall be to employment within four (4) semesters lose their right to recall and their terminated.

f. Head Start teachers who are considered for K-12 vacancies properly certified and qualified will be prior to new hires.

6. Seniority List

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

The seniority list shall include the following:

1. Full name of teacher;

2. Social security number;

3. Status as permanent or probationary employee as of the printing of the seniority list; and

4. Education.

Sections A through I of Article 16 apply only to K-12 teachers, except G(4) applies to the adult education program. Section J applies only to adult education teachers.

Sections A through D of Article 16 apply to Head Start teachers. Sections E through J do not apply to Head Start teachers.

ARTICLE 17

Sick and Emergency Leave

A. K-12 sick and emergency leave shall be credited annually to each teacher on the first day of his/her employment year as follows:

1. Ten (10) days for teachers on 39, 40, or 41 week contracts;

2. Eleven (11) days for teachers on 42 through 47 week contracts; and

3. Twelve (12) days for teachers on contracts of 48 weeks or more.

B. In the event that the service of any teacher is interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more sick leave days or time than have

been accumulated on a pro-rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the teacher at the time of interruption.

C. Total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely:

1. No teacher shall forfeit accumulated leave days during approved leaves of absence;

2. No teacher shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article 18. Sick leave accumulated prior to a leave of absence shall be credited upon return;

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

D. Annual and accumulated leave days/time shall be used either for personal illness or emergencies, as defined below; provided that a teacher shall not be eligible to use such days while on a leave of absence under Article 18, except that for purposes of this Article, pregnancy-related disability shall be considered in accord with Appendix E. All teachers other than first year K-12 teachers and probationary adult education teachers shall be credited with and use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:

1. The K-12 teacher notifies the Office of Human Resources/Labor Relations and the adult education teacher notifies the office of the director, Mott Adult High School that he/she will be unable to report because of personal illness or death or serious illness in his/her immediate family; and

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

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

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

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

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

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

1. Absence due to the death of a member of the immediate family shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.

2. Absence due to quarantine or serious illness of any person listed in Paragraph F(1) above shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days.

3. When serious illness of a member of the family is immediately followed by death, the leave provided in Paragraph F(2) may be extended upon written recommendation of the immediate supervisor; provided that the total thereof shall not exceed eight (8) working days.

4. Paid emergency leave days in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee, when circumstances deem it necessary.

5. Death leave for persons other than listed in F(1) above if the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiancée, etc.

6. In addition to the above, the Sick and Emergency Leave Committee may grant emergency leaves not to exceed two (2) days for reasons not enumerated herein. The Sick and Emergency Leave Committee shall require reasonable evidence of the existence of such emergency.

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

G. An emergency leave form shall be completed by the teacher and submitted to the teacher's supervisor immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee for K-12 teachers, and the Director, Mott Adult High School, or designee, for adult education teachers.

I. Any teacher who is absent because of injury or disease--other than an assault covered in Article 21, Paragraph B of this Agreement--shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Worker's Compensation Law and his/her regular salary.

J. K-12 teachers under contract for less than full-time but half-time or more will be allowed one-half (1/2) the normal sick and emergency allowances provided above.

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

L. The Board shall provide every teacher within 45 days after the beginning of school in the fall an accounting of their sick days accumulated. Such accounting shall not be binding upon the teacher or the Board.

M. Each member of the K-12 UTF bargaining unit may donate not more than two (2) accumulated sick and emergency leave days to a Sick Bank in each school year.

The Sick Bank shall be administered by the Sick and Emergency Leave Committee.

The Committee may authorize the use of Sick Bank days by any actively employed Sick Bank member who:

1. Suffers a serious illness or accident, or who needs such days for bereavement; and

2. Has used all of his/her accumulated sick and emergency leave days; and

3. Has joined the Sick Bank and contributed days upon the most recent request by the Sick Bank Committee.

Teachers who suffer a serious illness or accident covered by the Worker's Compensation Law and who meet those requirements set forth above may be allowed to draw days from the

Sick Bank on a pro-rata basis for a period not to exceed the first forty-five calendar days of illness or disability. In no event shall the affected teacher's benefit under this provision exceed his/her gross earnings for any pay period. In the event of a disputed Worker's Compensation Claim, the member shall, if determined eligible by the Sick Bank Committee, receive full pay from the Sick Bank. If the Worker's Compensation Claim is settled favorably to the teacher, the Sick Bank shall be credited the pro-rata days from the Worker's Compensation fund.

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

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

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

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

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

1. For the period of the teacher's accumulated sick days for teachers with zero (0) through five (5) years seniority.

2. For the period of the teacher's accumulated sick days or forty-five (45) calendar days, whichever is greater, for teachers with six (6) through ten (10) years seniority.

3. For the period of the teacher's accumulated sick days or sixty (60) calendar days, whichever is greater, for teachers with eleven (11) through fifteen (15) years seniority.

4. For the period of the teacher's accumulated sick days or seventy-five (75) calendar days, whichever is greater, for teachers with sixteen (16) through twenty (20) years seniority.

5. For the period of the teacher's accumulated sick days or ninety (90) calendar days, whichever is greater, for teachers with twenty-one (21) or more years seniority.

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

Seniority for purposes of this provision shall be defined as uninterrupted (non-terminated) years of employment (service) with Flint Community Schools. (See Appendix S-1(1) and (7).)

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

O. Adult education teachers teaching half-time (as defined in Appendix AA) or more, who are required to leave their position as a result of illness or disability will, during the term of said illness or disability, have their position held and shall have the right to return to that position, if the position exists, in accord with the procedure hereinafter stated:

Position shall be defined for purposes of this provision as the teaching schedule the teacher vacated, except that should the position remain vacant beyond the remainder of a semester, it shall mean the teaching schedule the teacher vacated to the degree it still exists. If the schedule the teacher vacated changes, it shall mean the part remaining plus hours equal to the changes in the schedule.

For each seven (7) credits of accumulated seniority in the adult education program, the teacher shall have his/her position held for one school week, but in no case for longer than one semester (or days equivalent to one semester if the teacher's return rights span more than one semester). For example, after accumulating twenty-eight (28) seniority credits, the teacher shall have his/her position held for one month (20 school week days, Monday-Friday).

One semester shall equal seven (7) seniority credits or major fraction thereof of the last seven (7) credits. For example, one year shall equal 14 seniority credits, or major fraction thereof of the last seven (7) seniority credits, or 11 seniority credits. Two years shall equal 28 seniority credits, or major fraction thereof of the last seven (7) seniority credits, or 25 seniority credits, etc.

One week shall equal five (5) school weekdays. One month shall equal four (4) school weeks (20-week days).

Total Credits/Units	Equivalent Years Seniority	Weeks Position to be Held During Sick Leave
0-7	0-.5	0
8-13	.5	1
14-20	1	2
21-27	1.5	3
28-35	2	4
35-41	2.5	5
42-48	3	6

(Cross reference--see Appendix S-1(6) for K-12.)

P. 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.

Q. 1. Each full-time adult education teacher may donate not more than twenty-one (21) accumulated sick time hours to a sick bank in each school year. The adult education teacher sick bank shall be administered by the adult education Sick and Emergency Leave Committee. New full-time adult education teachers may enroll in the adult education teacher sick bank during the regular enrollment period in October/November of each school year.

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

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

a. Suffers a serious illness or accident; and

b. Has used all of his/her accumulated sick time hours; and

c. Has joined the adult education teacher sick bank and has contributed hours upon the most recent request by the adult education Sick and Emergency Leave Committee. An adult education teacher must be working full time (teaching eight or more classes) in order to contribute hours to the sick bank and to be eligible for a sick bank grant.

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

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

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

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

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

2. To apply for a grant from the adult education teacher sick bank, a member must submit two forms to the Office of Human Resources/Labor Relations:

a. A "Request to the Adult Education Sick and Emergency Leave Committee for use of sick bank days;" and

b. A "Doctor's Verification of Illness or Disability Form" (See Appendix P). This form is to be completely filled out by the member's doctor. Incomplete medical information will result in the denial of the request.

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

R. Each adult education teacher teaching full time shall be allowed sick time of five hours per class per year (2.5 hours per semester).

Each adult education teacher teaching half time but less than full time shall be allowed sick time of three hours per class per year (1.5 hours per semester). Each adult education teacher teaching two (2) classes but less than half time shall be allowed sick time of three and one-half (3.5) hours per year.

No other adult education teacher shall be allowed sick time.

Sick and emergency leave time shall be paid at the teacher's hourly rate as set forth in Appendices B-1 through B-2.

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

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

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

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

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

ARTICLE 18

Leaves of Absence

A. Any K-12, Mott Adult Education, or Head Start teacher who otherwise qualifies for Family Medical Leave under the Family Medical Leave Act may exercise any and all rights set forth in the Act. Teachers may elect, on conclusion of a FMLA leave for childbirth or adoption, to exercise their rights to a parental leave pursuant to this Article. Teachers who take a parental leave following such FMLA leave are required by law to repay fringe benefit premiums to the district paid on their behalf during the FMLA leave.

B. Extended Illness

Any K-12 or Head Start teacher whose personal illness or disability extends beyond the period compensated for, or for which a position is held, under the terms of Article 17, shall

be granted a continuous extended illness leave of absence without pay. The teacher shall choose one of the following options:

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

2. An entire school year (plus one subsequent school year as needed).

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

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

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

C. Paid Personal Business Leave

1. Two days of paid personal business leave per school year shall be granted annually to all full-time employees in a regularly assigned position. Half-time employees will be granted two (2) half-days of paid personal business leave. Adult education teachers shall be granted annually seven (7) hours of personal business time for all full-time MAHS teachers and three and one-half (3.5) hours for all half-time but less than full-time MAHS teachers. Guest teachers or part-time employees will not be eligible for any paid personal business leave days. The annual unused paid personal business leave shall accumulate as Sick and Emergency Leave.

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

3. Application for paid personal business leave shall, except in emergencies, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix F. Requests made outside the terms of Appendix F but within the spirit of this Article may be granted. Teachers taking personal business leave days except as stipulated above shall be

subject to discipline. MAHS personal business time must be scheduled in blocks of time equal to one (1) class.

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

D. Religious Observance Leave

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

E. Jury Duty and Court Service

1. When a teacher is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board of Education will reimburse the teacher for the difference between his/her regular pay and the amount he/she received for court services. It is the responsibility of the teacher to collect for his/her court services.

2. When a teacher is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees resulting from court service shall be paid to the Board.

F. Parental Leave

1. A teacher shall be granted a parental leave without pay at any time for the purpose of childbirth. The teacher shall present a certifying statement from the teacher's physician to the Office of Human Resources/Labor Relations, whenever possible, sixty (60) days prior to such a leave.

2. A teacher shall be granted a parental leave without pay at any time for the purpose of adopting a child. The teacher shall notify the Office of Human Resources/Labor Relations 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/Labor Relations of the pending adoption, the teacher shall submit a renotification notice.

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

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

   b. An entire school year (plus one subsequent school year as he/she desires).

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

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

G. Military Leave

1. Leave for extended military service will be granted in accordance with the requirements of state law.

2. Whenever a teacher who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called to active service during his/her contractual year, he/she shall be paid the difference between his/her regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for the Board of Education, provided that the total period of such service does not exceed two (2) calendar weeks in any single calendar year. Before such payment shall be made, the teacher shall file in the Office of Human Resources/Labor Relations a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

H. Detached Service Leave

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

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

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

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

2. An entire school year (plus one subsequent school year as he/she desires).

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

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

I. Sabbatical Leave

1. Sabbatical leaves for study and research will be granted by the Board to teachers who have completed seven (7) years of service in the Flint Community Schools. Such sabbatical leaves shall be in recognition of significant service in the Flint Community Schools and for the purpose of encouraging scholarly achievement, which contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the Flint Community Schools. The Board, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider the criteria set forth in Appendix K.

2. Each year, one percent (1%) of the teachers in K-12 who are otherwise eligible will be granted sabbatical leave. In calculating the maximum number of persons who would be eligible, fractions will be rounded off to the nearest whole number and half-year sabbatical leaves will be considered leave for one-half person.

3. Sabbatical leave may not be granted to one individual more often than once every seven (7) years. It will be granted only when the proposed purpose of the leave warrants it and when the teaching program of the department and the interests of the Flint school system will not be seriously impaired by the teacher's absence.

4. A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. Each teacher on sabbatical leave shall receive one-half the pay he/she would otherwise receive during the period of this sabbatical leave plus the medical-hospitalization insurance and life insurance, dental insurance, and long-term disability coverage as provided in this Agreement, except that long-term disability coverage will become effective at the end of the stipulated leave period, upon a doctor's written certification of continued disability. A teacher on sabbatical leave shall not render service for compensation in another educational institution, provided, however, that this shall

not preclude the acceptance of a fellowship or other assistance in research. Applicants for a Study Sabbatical who are granted such sabbatical must carry a full load of academic courses as determined by their university, college, or training institution.

5. Application for sabbatical leave shall be made in writing and received by the division head not later than March 1 preceding the school year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Flint school system.

6. Each teacher who is granted sabbatical leave will be expected to return to his/her duties in the Flint school system for at least one (1) year and upon returning, shall present a full report regarding the use of his/her sabbatical leave to the division head.

7. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.

8. A teacher who has had his/her sabbatical leave approved pursuant to the procedures of Appendix K shall, except by mutual agreement between the Board and the teacher, be returned to the teaching assignment from which the leave was granted, provided the sabbatical program is directly related to the teacher's former teaching assignment and provided further that the teaching assignment continues to exist upon the teacher's return. All other teachers granted sabbatical leave shall be returned from leave in accord with the language of Article 16, Section G.

J. Study Leave

A teacher may submit a plan for a year of fully scheduled academic study which substantially contributes to his/her competence in his/her teaching assignment. Such plan will be reviewed by the division head and if approved the leave shall be granted. One year experience credit will be granted upon presentation of evidence of successful completion of the plan as previously approved by the division head.

Only one such leave will be granted to a teacher unless he/she is requested to take additional study leave by the Board.

No more than ten study leaves for which experience increments are granted will be approved in any one academic year. (No more than one of the designated study leaves will be approved in any one academic year for teachers assigned to the Head Start program.) Denial of study leave may be grieved on the grounds that such denial is unreasonable, provided that no denial shall be unreasonable if ten study leaves have been granted in that academic year. The Board shall publish a policy which clearly delineates the proper form and procedure to be followed by teachers seeking study leaves.

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

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

K. Professional Leaves

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

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

1. Administrators (administrators, community school directors, or others in a position requiring a teaching certificate as determined by the job description and/or State law or Department of Education regulation) shall be returned to the teacher bargaining unit and assigned in the administrator's major or minor area according to his/her seniority.

2. No administrator shall be returned to the teacher bargaining unit and be retained in the teacher bargaining unit if a teacher with more seniority is laid off in or is eligible for recall to the same predominant subject area to which the administrator is considered for return and placement. If this should happen, the administrator shall also be laid off and be recalled under the recall language of Article 16(I)(2).

3. Predominate, for purposes of the above provision, shall be defined as the majority subject area of the assignment. For example, if the assignment has three math classes and two science classes, the predominate teaching area for assignment purposes would be math.

M. Student Teaching Leave

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

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

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

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

2. Teachers on leave of absence for other than military service, detached service, or sabbatical leave shall not receive years-of-service credit toward salary increments for the period of the leave, but administrators as defined in K-1 above on administrative assignment or in positions for which a teaching certificate is required shall receive years-of-service credit toward salary and service increment for the period of the administrative assignment.

3. A teacher returning from leave of absence or an administrator returning to the teacher bargaining unit shall be offered the first vacancy for which he/she is qualified and certified pursuant to the language of Article 16, Section G, except as provided otherwise in Article 17, Section N, and Article 18, Section I(8) above, for teachers.

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

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

5. If a teacher is not offered employment upon termination of his/her leave, he/she shall be laid off and be subject to recall in accord with the provisions of Article 16, Section I(2).

6. Additional full years leave of absence above those specified in Sections A through K may be requested. The Board, at its discretion, may grant the request.

7. MAHS teachers shall be granted a leave of up to six (6) weeks for childbirth and be entitled to return to their previous positions.

O. Return from Leave Procedures--Adult Education Teachers

1. Leaves of absence, with the exception of extended illness and parental leaves, shall be granted only after completion of a two-full-year probationary period.

2. Adult education teachers on leave of absence for other than military service shall not receive years-of-service credit on the salary schedule for the period of the leave or assignment.

3. An adult education teacher returning from leave shall be offered the first vacancy for which he/she is qualified and certified. Return shall be at the beginning of the school year unless agreed otherwise by the teacher and the Board.

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

5. If an adult education teacher is not offered employment upon termination of his/her leave, he/she shall be laid off and be subject to recall in accord with the provisions of Article 16, Section J(4).

P. Return from Leave Procedures--Head Start Teachers

1. Leaves of absence, with the exception of paid personal business leave, extended illness, and parental leaves, shall be granted only after completion of a two-full-year probationary period.

2. Head Start teachers on leave of absence for other than military service or detached service shall not receive years-of-service credit on the salary schedule for the period of the leave.

3. A Head Start teacher returning from leave shall be offered the first vacancy for which he/she is qualified and approved by program requirements, pursuant to Article 16, Section G, except as provided otherwise in Article 17(N). Return shall be at the beginning of the school year, unless agreed otherwise by the teacher and the Board.

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

5. If a Head Start teacher is not offered employment upon termination of his/her leave, he/she shall be laid off and be subject to recall in accord with the provisions of Article 16, Provision K(5).

Q. Any teacher on any leave of absence may volunteer to guest teach and shall be paid, provided teachers on medical leave may not guest teach (except that the district may make an exception as a part of a rehabilitation and/or phased reentry program)

Sections I and N of Article 18 do not apply to adult education teachers.

Sections I, N, and O of Article 18 do not apply to Head Start teachers.

ARTICLE 19

Retirement Benefits

A. A retirement benefit payment of two hundred fifty dollars ($250.00) per year of service in the Flint school system will be paid upon retirement thereafter to:

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

2. Any teacher who has twenty (20) years of service in the Flint school system, and who retires at the end of the school year in which he/she attains age 55 or at the end of any school year thereafter, unless the Board approves retirement at a time other than the end of the school year, or any teacher who has twenty (20) years of service in the Flint school system and who qualifies for retirement under the State Retirement Plan, and who retires at the end of the year, unless the Board approves retirement at a time other than the end of the school year.

3. Any teacher who retires after reaching age 55 who has fifteen (15) years of service in the Flint school system if retirement is the result of ill health sufficient to qualify such teacher for disability retirement under the Michigan Retirement System for Public School Employees Act.

B. Any teacher who retires under the terms and conditions of Paragraphs A(1) and A(2) shall receive forty-five dollars ($45.00) additional terminal pay for each unused earned sick day up to one hundred forty-five (145) days at the time of said retirement. Beginning with the 146th day, $10.00 per day will be paid.

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

A year of service (not seniority) with the Flint Community Schools shall be defined as student contact days plus five (5) for each year. (See Table I in Article 12) Days from various years shall be added together to constitute years of service and fractions thereof. Half-time employees need two (2) days of work for one (1) day of service credit.

For a resulting year that does not have required days as defined above, the retirement benefit ($250.00 set forth above) shall be pro-rated per day. For example, in the 2000-2001 school year a teacher with an equated 22 years and 80 days of service would receive $5,607.20 (22 yrs. x $250.00 = $5,500.00, + $250.00 ÷ by 187 = $1.34 per day x 80 days or $107.00; $5,500.00 + $107.00 = $5,607.20). (See Appendix V, Leaves of Absence, No. 5.)

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

Article 19 does not apply to adult education teachers.

ARTICLE 20

Insurance Protection

A. Beginning September 1, 1992, all insurances enumerated in this Article (Health, GTL, LTD, Dental and Vision, except any HMO plan), shall be provided through a MESSA-PAK. The Board and the UTF agree that the MESSA-PAK plan shall terminate August 31, 2005 and shall not be extended without explicit written agreement.

B. The Board shall provide, without cost to the teacher, group life insurance protection which shall pay to the teacher's designated beneficiary the sum of $35,000 upon death for the 2002-2005 contract years, and in the event of accidental death, a sum not less than two times the death benefit. The Board shall guarantee waiver of premium for teachers on LTD and shall guarantee that the life insurance coverage shall remain in effect for the duration of the contract.

C. The Board shall provide for each regularly assigned full time teacher the entire premium, plus $5.00 co-pay prescription coverage, for the term of the contract for the teacher's MESSA Super Care to any other employee organization insurance program equivalent thereto approved by the Board for both the teacher and his/her family; provided that the cost of life insurance included in the MEA Super Care I Program shall be paid by the insured teacher.

The Board shall offer a Health Maintenance Organization (HMO) program during the term of the contract. The particular HMO program or programs for the duration of this contract will be mutually agreed upon by the Board and UTF in a separate Memorandum of Understanding. The Health Maintenance Organization(s) mutually selected shall be an option that a teacher may elect instead of MESSA Pak rate as long as the premium rate does not exceed the rate of MESSA Pak.

The Board 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/Labor Relations. In no event shall the

reimbursement for such premium exceed the premium amount paid by the Board for teachers not eligible for Medicare coverage.

It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the carriers.

D. The Board will pay the premium for regularly assigned full-time teachers for long-term disability insurance coverage for the school years 2002-2005. Long-term disability payment shall be payable after a waiting period of forty-five (45) working days, equal to sixty-six and two-thirds percent (66 2/3%) of his/her gross contractual salary until age sixty-five (65). The Board shall guarantee that the LTD insurance coverage shall remain in effect for the 2002-2005 contract years. (See Appendices M and N.)

E. The Board shall provide for each regularly assigned full-time teacher the entire premium for each employee's dental care insurance plan for the 2002-2005 contract years. Such plan shall provide a benefit level of eighty percent (80%) of Class I, Class II, and Class III benefits as hereinafter defined:

1. Class I Benefits

   Includes the basic dental services, i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), endodontic, and periodontic services.

2. Class II Benefits

   Includes prosthodontic services--bridges, partial, and complete dentures.

3. Class III Benefits

   Orthodontic services; includes procedures for the prevention and correction of malposed teeth. Class III benefits are for dependent children.

All teachers shall be eligible for dental coverage from the Flint District subject to the conditions set forth above, irrespective of whether they or their spouses have dental coverage paid by any employer. Teachers with spouses employed by the Board that are covered by Board dental insurance, or teachers with spouses employed elsewhere that are covered by dental insurance, shall be eligible for coordination of benefits through a 50% dental coverage plan so as to receive 100% coverage. In no case shall a teacher receive less than an 80% Class I, II, or III benefit as a result of this provision.

The Board, by payment of the premiums required to provide the coverage set forth above, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

F. Each teacher under contract to work less than full time but one-half time or more, is entitled to receive fringe benefits equal to one-half the amounts set forth in Paragraphs A, B, and C above. Teachers working less than half-time and guest teachers are not entitled to benefits under this Article. Further, teachers who are initially placed or who request and are for that reason placed in half-time positions shall not be entitled to receive the fringe benefits set forth in Provisions D and G of this Article. Teachers involuntarily assigned to half-time positions by the Board shall be entitled to the full fringe benefits set forth in Provisions D and G of this Article.

G. The Board shall provide the entire medical premium for full insurance (as provided in Section C) for all teachers on LTD for the duration of their extended illness leave (as provided in Article 18, Section A; and Appendix V, Leaves of Absence).

H. The Board shall provide all regularly assigned full-time teachers (subject to the limitations of the carrier), the entire premium for vision insurance in accordance with the specifications of VSP-2.

All teachers shall be eligible for vision coverage from the Flint District, subject to the conditions set forth above, irrespective of whether they or their spouses have vision coverage paid by any other employer. Teachers with spouses employed by the Board that are covered by Board vision insurance, or teachers with spouses employed elsewhere that are covered by vision insurance, shall be eligible for coordination of benefits through a 50% vision coverage plan so as to receive 100% coverage. In no case shall a teacher receive less coverage than that provided by the Board's full vision insurance plan as a result of this provision.

It is further understood that the Board, by payment of the premium required to provide the coverage set forth above, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

I. Adult education teachers shall not be eligible for any of the fringe benefits detailed in Article 20, except health care coverage as follows:

The Board shall provide to adult education teachers teaching full-time or more, either 100% of the premium for individual subscriber, or eighty (80%) percent of the premium for coverage beyond individual subscriber, up to full family, for Super Care I, or to any other health care program comparable thereto and approved by the Board, upon completion of all Board required paperwork and the meeting of all insurance company requirements. Health care program shall be defined as the health care coverage detailed herein.

Care rider, or to any other health care program comparable thereto and approved by the Board, upon completion of all Board-required paperwork and the meeting of all insurance

company requirements. Health care program shall be defined as the health care coverage detailed herein.

Adult education teachers teaching half-time (as defined in Appendix AA) but less than full-time shall be eligible for eighty (80%) percent of the premium subsidy for the single subscriber medical insurance described above.

Adult education teachers teaching half-time (as defined in Appendix AA) or more may opt to have their respective monthly premium subsidy applied to the Health Maintenance Organization (HMO) program(s) offered by the Board.

Beginning with the 1993-94 school year, provided the MAHS base contingency funds are adequate, the Board shall provide to adult education teachers teaching full-time or more 100% of the premium for Super Care I up to and including full family.

To the extent permitted by law, the premiums for Medicare Part B premiums shall be paid on behalf of the eligible teacher in an amount not to exceed the respective premium subsidy provided above for teachers teaching half-time or more.

Board-paid health care benefits shall not be provided to adult education teachers teaching less than half-time. Adult education teachers not eligible for the Board-paid premium subsidy may elect group health care coverage through payroll deduction.

Adult education teachers who lose their eligibility for health care coverage during or between semesters as a result of a reduction in teaching hours shall have the health care premium subsidy paid until the first of the next month, and may continue coverage by payment of premiums through the Board of Education.

Adult education teachers who become eligible for health care coverage during or between semesters will have the appropriate premium subsidy paid by the Board effective with the first of the month subsequent to eligibility being attained, or when insurance company requirements are met, whichever is later.

Adult education teachers electing Board-subsidized health care coverage are required to submit annually an affidavit certifying that they are not covered under any other employer-sponsored or group health care program before the health care subsidy will be implemented by the Board. This provision shall have no application to an individual health care policy which may be purchased by an adult education teacher.

Health care coverage shall begin only upon completion of the appropriate health care application and affidavit. The Board shall inform all newly hired teachers that it is their obligation to complete the appropriate health care application form and affidavit before health care coverage will be provided. In addition, the Board shall place in the first paycheck of each semester, or as soon thereafter as possible, a notice indicating that it is the obligation

of adult education teachers to complete the affidavit and appropriate health care application to obtain health care coverage.

The health care premium subsidy shall be paid by the Board as long as eligible adult education teachers are actively employed and/or are on paid sick time. If a teacher exhausts sick time, the Board shall pay the premium subsidy until the first of the next month.

The sole authority for the selection of the insurance carrier shall be with the Board. The Board may change or drop an insurance carrier(s), provided the plan specifications of the new carrier are comparable to the plan specifications placed on file with the Board of Education as of the effective date of this health care coverage, and the carrier selected will provide immediate coverage to eligible adult education teachers.

Plan specifications are defined as the specific elements of the health coverage provided (e.g., outpatient psychiatric, prescription rider), and do not refer to the administration and/or service components of a health program; however, any carrier selected shall provide adequate service and claims processing.

The Board, prior to changing or dropping any of the health carriers provided herein, may do so only after providing the UTF forty-five (45) calendar days notice, together with the reasons for considering such a change, and subsequent to a meeting with Union officials to discuss the reasons provided.

The Board's decision with respect to the selection of carrier shall be final, provided the procedures and requirements set forth in the paragraphs above are followed, and the Board's determination as to the comparability of plan specifications is not arbitrary or capricious.

The Board, by payment of the premium subsidy required to provide the coverage set forth above, shall be relieved from all liability with respect to the benefits provided by the aforementioned health care coverage. The Board shall also be relieved from all liability where an eligible adult education teacher pays any or all the premium for health care coverage through payroll deduction.

J. The cost of sponsored dependent coverage for all future sponsored dependent will be borne by the sponsoring employee and not by Flint Board of Education. Those sponsored dependents already covered will continue to be paid for by the Flint Board of Education.

ARTICLE 21

Protection of Teachers

A. The Board hereby assures teachers that it will put its full support behind the student discipline procedures and policies recommended and adopted by the Board in matters of discipline, including enforcement of the Code of Student Conduct**.** The administration and the teachers recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, creed, or color.

B. Any case of alleged assault on a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board. The Board shall render all reasonable assistance to the teacher (excluding legal counsel) in connection with the handling of the incident by law enforcement, judicial, and medical authorities, including filing appropriate legal reports as required by law. Any case of criminal assault upon a teacher while the teacher is acting in the line of duty shall be promptly reported to the proper police authorities by the administration.

C. In the case of an assault against a teacher which had its inception in a school-centered problem, and where the teacher is determined by the Board or its designee, and/or a court of competent jurisdiction not to be at fault, the Board shall pay the difference between the teacher's regular daily salary minus any and all salary offsets provided by, or contributed to by the Board, or compensation received as a result of new gainful employment, and/or income resultant from an increased time commitment to previously held employment, other than that with the Board, for the period of disability, not to exceed two (2) years.

D. In the aforementioned C of this Article, the Board reserves the right to have the employee examined by a physician selected by the Board. The cost of such examination shall be borne by the Board.

E. Any complaints by a parent of a student directed toward a teacher which become a matter of record shall be promptly called to the teacher's attention. The teacher shall have the right to attach a written response to the complaint.

F. Credit references or official teacher evaluations shall not be released from a teacher's personnel file and forwarded to an outside institution without written consent from the teacher.

G. On days when students are excused from being in attendance in the entire school district as a result of the Superintendent of Community Education declaring a snow or other emergency, teachers will be excused from school without penalty. The provisions for making up postponed days are covered in Appendix D-5 for K-12 teachers. In the case of an individual building closing, teachers will be notified where to report. Mott Adult High School will follow the State of Michigan guidelines on Snow or other emergencies. Adult education classes must make up all required hours under State requirements, so classes will be rescheduled for make-up for the teacher and the class without additional compensation for the teacher.

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

ARTICLE 22

Teacher Evaluation

A. The evaluation of the work of all teachers is a responsibility of the administration. In order that each teacher may be aware of his/her strengths and weaknesses, a written teacher evaluation will periodically be given to each K-12 teacher and each adult education teacher teaching five classes or more (see Appendix AA). The written evaluation will include a statement of strengths and deficiencies, a statement of the improvements desired, a statement of how to attain the desired improvements, a statement providing a reasonable period of time in which to attain the desired improvements, and what consequences may occur if the desired improvements are not achieved. The evaluation form is set forth in Appendix H-1 for K-12 teachers and in H-3 for adult education teachers teaching five classes or more. There shall be no obligation to evaluate adult education teachers teaching less than five classes.

B. K-12 teachers rated unsatisfactory at the end of a school year, but who have not been recommended for termination, shall be retained at their current experience step. In the case of teachers at the maximum step, they shall be retained at their current salary. The decision to restore the teacher to his/her appropriate position on the schedule or to terminate the teacher's services will be made prior to the end of the school year following the year of the unsatisfactory evaluation.

The Office of Human Resources/Labor Relations shall provide the UTF with a preliminary status report on K-12 teachers recommended for retention at their previous salary step by March lst of the year in which the evaluations are completed recommending said salary freeze. The preliminary status report shall be as complete as possible and shall be updated as any additions or deletions shall become known by the Office of Human Resources/Labor Relations. Said status report will further provide information on those teachers who were subject to a salary freeze in the previous year. The UTF will be provided with a finalized status report on those teachers whose salaries are to be frozen for the subsequent school year upon final action being taken by the Board, but no later than June 30. The status reports shall include name, evaluation rating, and recommendation regarding employment status for the subsequent school year.

C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the UTF may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. The procedures to be followed in the evaluation of teachers shall be as set forth in Appendix I.

F. An adult education or Head Start teacher's probationary period is two years in length, unless extended for an additional year upon notice to the affected teacher. Once the probationary period has been served, employees will be viewed as permanent, or nonprobationary employees. Teachers who presently have two years of service with the Board will be considered to be nonprobationary employees.

G. Head Start program officer(s) and/or other appropriate program or agency officials may become involved in the evaluation of Head Start teachers. Evaluative comments or documents will be incorporated into performance reports and may be included in the employee's final evaluation, pursuant to the procedures of this Article and Appendix I.

H. Driver Education Evaluation

1. Driver education teachers will be evaluated at least once during the summer in order that they may be made aware of their strengths and weaknesses and so that they can make improvements when needed.

2. All teachers will be evaluated using the performance report and evaluation form in Appendices H-1 and H-2. There shall be at least one performance report for each evaluation.

3. Driver education teachers may be terminated and/or barred from teaching summer driver education upon the recommendation of their evaluator. Such recommendation shall be in writing and detail the reasons for the unsatisfactory performance. The reasons provided in the written recommendation shall not be arbitrary or capricious.

ARTICLE 23

K-12 Summer School

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

A. Teachers selected for summer school or summer program assignments requiring a teaching certificate shall be paid an hourly rate of twenty-seven dollars and fifty cents ($27.50).

B. Summer school teachers shall be entitled to two (2) summer school days of sick leave with no deduction from pay, provided that the Board may request submission of a doctor's certificate as proof of illness. Such sick leave shall not be accumulated from summer to summer or added to a teacher's regular sick leave accumulation.

C. The teacher shall, in the first instance, make reasonable effort to secure a guest teacher. The Board, however, will provide and maintain in the Office of Human Resources/Labor Relations a list of summer school guest teachers and, at a teacher's request, will secure a

guest teacher. The teacher will cooperate with the Office of Human Resources/Labor Relations in making any arrangements necessary for the guest teacher to assume his/her classroom responsibilities.

D. Summer school teachers shall not be required to make inquiries with respect to the legitimacy of or reasons for student absences.

E. Summer school for the purposes of this Agreement shall mean those courses offered during June, July, and August which are the same as those offered during the regular academic year, except at the Skill Center (and for driver education), where all credit classes taught during June, July, and August that require teacher certification shall be covered by Article 23.

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

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

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

1. Secondary School Department (or driver education programs);

2. Elementary School (lower); and

3. Elementary School (upper).

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

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

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

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

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

Listing of teachers for placement in summer school assignments shall be posted in the Office of Human Resources/Labor Relations by April lst. A copy of the list shall be mailed to the UTF. No corrections of the list will be made after May 7th. Recognizing the need for each high school to have counseling representation at the summer high school, counselors will be selected as stated in item F(2) above in this Article.

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

G. All applicants will receive notification by June lst, if possible, from the Office of Human Resources/Labor Relations:

1. That they have been appointed to a position;

2. That there is a possibility for appointment at a later date; or

3. That they will not be appointed this summer.

H. Teachers' preparation of summer "take-homes" shall be only on a voluntary basis.

I. Driver education summer school shall consist of three sessions of three weeks each, unless an alternative program configuration is determined by the Board. Driver education session(s) may be eliminated at any time, subject to F(3) above. If the teacher selected from the lottery determines that he/she does not want to work the full summer program, the following shall apply:

1. The teacher may take off one session if another qualified teacher can be hired.

2. The teacher must notify the Office of Human Resources/Labor Relations in writing within two (2) weeks of his/her appointment to summer driver education that he/she wishes a session off and which session he/she wants off.

3. The district shall first go to the original lottery list, if there are still names remaining, and contact the next teacher on the list for the available session. If a replacement cannot be secured from the original lottery list, the district will then go to the second lottery list. If a replacement cannot be found from these lists, the district may then go to other ineligible applicants and/or outside of the bargaining unit.

4. The teacher selected initially, and not the guest teacher, shall be credited with the two sick days provided in Section B.

5. The summer session for the teacher selected initially to teach driver education shall count as that teacher's appointment for purposes of F(2) above.

J. The evaluation procedures for driver education teachers are covered in Article 22, Section H.

Article 23 does not apply to adult education teachers or Head Start teachers.

ARTICLE 24

Excellence

A. Teacher Inservice Education Visitations

The parties agree that one excellent way to foster teacher inservice education is through encouraging teacher visitations to classrooms of other teachers. This would involve visiting classrooms in the same building, other Flint buildings, and buildings in other districts.

The purpose of the visit would be to observe a teaching method or topic that may be incorporated into the visiting teacher's instruction to improve his/her teaching.

There are at least three good ways for teachers to visit other classrooms for inservice education. These methods are as follows:

1. Teachers voluntarily using their planning periods to cover classes of colleagues who would then be freed for visits. The coverage would normally be reciprocated by the other teacher.

2. The use of District funds to hire guest teachers. One source of funds could be Section 97 and other professional development funds. Other limited funds are also available.

3. Using District and/or building inservice days to visit other classrooms.

Any of these methods requires advance planning and approval. They should be used only for genuine inservice education and not as a method of avoiding classroom obligations.

B. Building Leadership and Instructional Time

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

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

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

The parties also agree that increased time to teach is very important to improving education. Freeing the principal and teachers from unnecessary paperwork is one method to provide time for leadership and instruction. The parties agree to renew the Joint Paperwork Review Committee provided in Appendix X of the 2002-2005 Master Teacher Contract.

C. Teacher Enrichment, Retraining, and Remediation

All staff are encouraged to avail themselves of courses and programs provided for purposes of enrichment, teacher retraining (layoff and recall), and remediation.

ARTICLE 25

Discipline of Teachers

A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers. Disciplinary action shall be defined as oral reprimand, written reprimand, suspension, demotion, discharge, and non-renewal of a contract. The UTF will be notified before such rules and regulations are adopted.

B. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion, discharged, nor have a regular teacher contract (Appendices G-1, G-2, G-4, or G-5) not renewed without just cause. The teacher must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Just cause shall include, but not be limited to:

1. Incompetence;

2. Insubordination against the reasonable rules of the Board;

3. Moral misconduct; and/or

4. Any violation of the terms of this Agreement.

C. Whenever a teacher shall be discharged or have his/her contract not renewed pursuant to this Article, the following shall be applicable:

1. As to probationary teachers: Probationary teachers may have the benefit of hearings at all levels of the grievance procedure except Level III, binding arbitration being expressly denied the probationary teacher. The probationary period for adult education and Head Start teachers shall be two full years. A third year of probation may be required by the Board.

2. As to teachers not on probation: They may have the benefit of all levels of the grievance procedure, including binding arbitration; provided that if a tenure teacher shall demand a hearing under the Michigan Tenure Teachers Act, the grievance shall be deemed dismissed forthwith.

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

E. Non-renewal of a contract as set forth in Sections A, B, and C above shall not include reduction in staff as set forth in Article 16(I).

ARTICLE 26

Grievance Procedure

A. Definitions

1. A grievance is a claim, by one or more teachers, filed either individually or by the UTF where the subject of the grievance affects the bargaining unit as a whole or a substantial portion thereof, of improper application or interpretation of this Agreement or personnel policy as established from time to time, specifying the part of the Agreement or personnel policy which is claimed to be violated and the specifics of such violation.

2. The term "teacher" includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this agreement.

3. The term "days," when used in this Article, shall mean school teaching days, except that it shall mean weekdays when schools are in summer recess.

4. The immediate supervisor for adult education teachers shall, for purposes of the grievance procedure, be defined as the Director, Mott Adult High School.

5. The immediate supervisor for Head Start teachers shall, for purposes of the grievance procedure, be defined as Staff Specialist, Head Start.

6. Placement or non-placement on a building preferred guest teacher list shall not be grievable.

B. Purpose

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

C. Structure

1. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, without the intervention of the UTF if the adjustment is not inconsistent with the terms of this Agreement and the UTF has been given an opportunity to be present at such adjustment.

2. Any teacher may be represented at the first and second level of this procedure by a representative of the UTF, provided that if the representative at the first level is not a member of the bargaining unit, the principal will receive prior notice that such a representative will be present at any first level meeting.

3. There shall be established by the UTF a Central Grievance Committee (CGC) which shall consist of no more than four (4) persons selected by the UTF. This Committee shall represent the UTF at the second and third levels of this procedure.

4. The Board's Appeal Committee at the second level shall consist of the Superintendent, or designee; and the Executive Director of Human Resources/Labor Relations.

5. Upon the request of either party hereto or of the teacher or teachers involved in a grievance, the latter may be present at any level of the grievance procedure.

D. Procedures

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

1. Level One

a. A teacher with a grievance may initiate this procedure in one of the following ways:

1) He/she may approach his/her immediate supervisor and discuss the matter in his/her own behalf, or

2) He/she may request that a representative of the UTF accompany him/her in approaching his/her immediate supervisor. In such case, the supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which a representative is to be present.

b. In the event that steps (1) or (2) are unsuccessful, or one of the parties to the grievance does not wish to use these steps, the teacher may file a formal grievance on a form to be supplied by the UTF. The form shall be completed in quadruplicate, one copy for the grievant, one for the UTF, one for the immediate supervisor, and one for the Office of Human Resources/Labor Relations. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after notice of the facts giving rise to the grievance came to the teacher's attention.

c. Within five (5) days of the filing of a formal grievance, a meeting shall take place between the immediate supervisor, the grievant, and the UTF representative at the request of either the grievant or the supervisor. The immediate supervisor shall provide an answer to the grievance in writing within five (5) days of any meeting, or in the absence of a meeting, within five (5) days of the filing of the grievance.

2. Level Two

a. In the event the grievance is not satisfactorily resolved at Level One, the CGC will determine whether it believes the grievance has merit. Within ten (10) days of receipt of the answer at Level One, the UTF will notify the Executive Director of Human Resources/Labor Relations whether it intends to process the grievance any further.

b. If the UTF gives notice that it intends to appeal the grievance, the parties shall, as soon as possible after receipt of such notice, convene a second level meeting between the CGC and the Board's Appeal Committee. A written decision shall be rendered by the Appeal Committee within ten (10) days thereafter and delivered to the UTF.

3. Level Three

a. Within ten (10) days of receipt of the answer at Level Two, the UTF may by notice request that the matter be submitted to arbitration.

b. The parties will select an arbitrator from its agreed panel of six arbitrators. The selection of an arbitrator will be by blind draw. Each member of the panel will be used before a new rotation occurs. The parties will, from time to time, review the panel and may mutually agree to change the panel membership.

c. It shall be the function of the arbitrator, and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2) The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted.

3) The UTF and the Board shall not be permitted to assert in any arbitration proceeding any ground or to reply to any evidence not previously disclosed to the other party.

d. Both parties agree to be bound by the award of the arbitrator and agree that judgments thereon may be entered in any court of competent jurisdiction.

e. The fees and expenses of the arbitrator shall be shared equally by the Board and the UTF. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

f. Matters arising out of the first sentence of Article 14(A) and Article 14(A)(6) (except for Article 14(A)(1) and (A)(2) per K-1 class size which shall be subject to arbitration) and Article 14(B) and (E) of this Agreement shall not be subject to arbitration.

E. It is understood that if any teacher files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

F. Miscellaneous

1. Copies of all written answers at any level of this procedure shall be given to the grievant and to the UTF.

2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.

3. No grievance shall be filed by any teacher after the effective date of his/her resignation.

4. No reprisal of any kind shall, including harassment, be taken by or against any participant in the grievance procedure by reason of such participation.

5. Any Article or provision of the contract deemed as being without application to adult education teachers, as set forth in specific sections of the Master Teacher Contract, shall not be processed under the procedures of this Article for adult education teachers.

G. Grievance Settlements and Personnel Records

1. The Board will not place any mention of grievance settlements in district files, including the Office of Human Resources/Labor Relations and building files, and exempting only the district central grievance files.

2. The Board will, beginning with the grievance settlement reached in grievance no. 1979-80.39, keep a master record of grievance settlements that involve the removal or destruction of Human Resources/Labor Relations documents, such as Teacher Performance Reports, Teacher Evaluations, or reprimands. This list will be kept only by the Executive Director of Human Resources/Labor Relations.

3. Access to or review of the list of grievance settlements relating to the removal and/or destruction of personnel file documents shall be strictly limited to the Executive Director of Human Resources/Labor Relations and his/her assistants, Board attorneys, the Superintendent and Board members sitting as a hearing body for the purpose of the Michigan Teacher Tenure Act, and properly authorized representatives of the UTF.

4. The purpose of this agreement and the limited access master record is to limit the knowledge that a grievance was filed and resulted in the removal and/or destruction of records.

ARTICLE 27

Teaching Goals

A. The Board and the UTF agree that it is the mutual responsibility of teachers and administrators to insure that all students, without respect to race, income or social class, will acquire skills--identified jointly by teachers and administrators--necessary to take full advantage of the choices that accrue upon successful completion of public schooling.

B. Shared decision-making shall be defined as a decision reached by a Site-Based Committee on a topic within the district guidelines such that each member of the committee can say that:

1. He or she had a fair opportunity to express views which were heard and understood, and

2. Regardless whether the decision is one he or she prefers, it is one that he or she can live with.

C. The Board and the UTF further agree to encourage the teaching and administrative staff in each school or unit, at the beginning of the school year, to review major needs, identify problems, and establish action priorities for the school year. A prepared statement of the proposed areas of concentration, i.e., the school plan, will upon completion be made available to all staff members, to the appropriate director, and to the Superintendent of Community Education.

D. Annually the total building staff will assess the implementation and/or need for modification in cooperation with the Offices of the Chief Academic Officer and the Chief Operating Officer with the object being a design of an educational process that will provide for the continuance of a logical, sequential educational program for the student's human potential, regardless of his/her background. Such assessment will include the judgment of building staff as to the adequacy of resources---personnel, materials, facilities, and community. Inadequate resources will be reported to the appropriate division head with recommendations for:

1. Correction of the deficiency; or

2. Explanation as to the inability of staff to provide adequate opportunity to its students due to the insufficiencies in resources.

E. In addition, the parties acknowledge the complexity of this task, and for that reason understand that no school or unit plan will be implemented by a staff until such time as agreement has been reached upon a particular plan by the majority of that building staff (at the elementary level) and approved by the principal, or by the majority of each department

staff of a building (at the secondary level) and have been developed and agreed upon by said plan will be submitted to the appropriate recommendation, to be reconsidered at the approved by the principal. When plans majorities and their building principal, the division head for comment and/or building level.

F. Consistent with the school or unit plan, each personal instructional plan. A teacher desiring include these basic elements: teacher will be encouraged to develop a to submit such a plan shall design it to

1. Objectives - A series of concise instructional statements and their anticipated effect on student behavior;

2. Prescriptions - Suggested ways the teacher will work toward the attainment of the objectives including any anticipated problems; and

3. Evaluation - Instrument and process to measure the effectiveness of each prescription to meet the objective.

G. Individual teachers will be encouraged to submit instructional plans to each building administrator. Such plans shall be submitted as soon as possible after the completion of the school or unit plan. The administration may suggest improvements which might include additional resources, modification of objectives, alternative prescriptions, and/or better methods of evaluation.

H. This Agreement guarantees that for the term of this contract, this plan will not be used in any way as criteria in evaluating the performance of teachers, and further, in no manner shall this Agreement be tied to remuneration of teachers.

ARTICLE 28

Guest Teachers

The following Articles of the Master Teacher Contract shall apply to guest teachers:

Article 1 Recognition, Article 2 Teacher, UTF Rights, Article 3 Board Rights, Article 4 Membership, Fees and Payroll Deductions, Article 5 Academic Freedom, Article 6 Human Relations, Article 9 Negotiation Procedures, Article 12 K-12 Teaching Days and Hours, Article 13 K-12 Teaching Loads, Article 14 K-12 Teaching Conditions, Article 21 Protection of Teachers, Article 25 Discipline of Teachers (as modified in this Article), Article 26 Grievance Procedure, Article 28 Guest Teachers, Article 31(B)(D)(E)(F)(G)(H) and (M) Miscellaneous Provisions, and Article 32 Duration.

A. Bargaining Unit Definition

There will be two entry periods into the beginning of the school year and applies to all certification of thirty (30) days in the previous relationship with the District. The second second semester of the school year and applies (30) days in the first semester of the school employment relationship with the District. bargaining unit. The first is at the guest teachers who meet the MERC school year and a current employment entry period will be at the start of the to all guest teachers who worked thirty year and who maintain a current

B. Compensation

1. Guest teachers shall be paid at the rates set forth in Appendix B-1.

2. Compensation for Canceled Calls: Guest teachers who are called and report to work are to be paid.

C. Performance Review and Promotions

1. All bargaining unit guest teachers must initiate at least one (1) evaluation during each school year.

2. Guest teachers are entitled to due process whenever their performance is being reviewed. Reasonable notice will be given to guest teachers when the Office of Human Resources/Labor Relations has received a memo indicating that a guest teacher has performed at a substantially unacceptable level.

3. During the life of the Contract:

   a. On notice of a negative memoranda, the guest teacher will initiate a formal evaluation at their next assignment.

   b. On receipt of a less than satisfactory evaluation, the District will monitor the guest teacher's performance and provide appropriate assistance.

   c. On receipt of a second less than satisfactory evaluation, the guest teacher will undergo re-orientation.

   d. On receipt of a third less than satisfactory evaluation, the District may sever the employment relationships with the guest teacher.

4. Bargaining unit guest teachers receiving two satisfactory evaluations will be placed on the District's preferred list for assignment.

5. Bargaining unit guest teachers receiving three (3) satisfactory evaluations during the life of the contract will upon application be considered before other bargaining unit guest teachers for full-time K-12 positions for which they are certified and qualified.

D. Guest Teacher Handbook

The District will provide, periodically, an updated guest teacher handbook at the time of hiring.

E. Inservice

1. The Principal of each building will select two of the guest teachers who regularly work at their building to participate in the professional development days held in November and February. These guest teachers will be paid their daily rate for attending. Guest teachers, with permission from a building principal, may voluntarily attend any building level Inservice.

2. Guest teachers are invited and will be encouraged to participate voluntarily in the March Human Relations Inservice Day.

3. On a bi-annual basis, the District and the UTF will, when possible, jointly host a voluntary Guest Teacher Inservice one-half day to discuss such issues as re-orientation, program updates, and guest teacher specific issues. This day will be on a non-student attendance day (e.g., the first day of the school year or records day).

4. The District will continue to provide inservice assistance through a reorientation of those guest teachers demonstrating special need for such opportunity.

F. Calling Procedure

Building Level:

1. Individual buildings will attempt to fill their guest teacher needs from their internally maintained list of preferred guest teachers. Union represented preferred guest teachers are to be called before non-Union represented preferred guest teachers.

Office of Human Resources/Labor Relations:

2. In the event a building cannot meet its needs, they are to request a guest teacher from the Office of Human Resources/Labor Relations. The Office of Human Resources/Labor Relations will then fill guest teacher requests with those Union represented guest teachers who have called the Board's dedicated line. Requests not filled by available Union represented guest teachers may be filled by non-Union represented guest teachers.

G. Guest Teacher Discipline

1. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of guest teachers. Disciplinary action shall be defined as oral reprimand, written reprimand, or suspension. The UTF will be notified before such rules and regulations are adopted.

2. No guest teacher shall be disciplined, including reprimand, suspension with or without pay, without cause. The guest teacher must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Cause shall include, but not be limited to:

   a. Incompetence;

   b. Insubordination against the reasonable rules of the Board;

   c. Moral misconduct; and/or

   d. Any violation of the terms of this Agreement.

ARTICLE 29

Adult Education Teaching Conditions and Responsibilities

A. Class Size

No adult education teacher shall be required without his/her consent to teach a class of more than thirty-five (35) pupils in any one class unless, in the opinion of the director, a class of greater size cannot be avoided. In no event shall an adult education teacher be required to teach a class of greater than thirty-seven (37) pupils without his/her consent.

The above provisions shall have no application to physical education, art, music, and typing classes.

No adult education teacher shall be required to teach more students in labs than there are work stations or equipment available. No adult education teacher shall, subsequent to the student count day, be required to have more than eighteen (18) students in an adult basic education reading lab; twenty-two (22) students in a math lab; or more than twenty-six (26) students in a general education development lab without the assignment of an assistant. The class count used for assigning an assistant shall include only students actually attending classes after the student count day. An assistant so assigned may be removed should the number detailed above for the respective lab(s) fall below that level.

Adult education teachers shall not be required except in an emergency situation, to accept another class into their class when guest teachers are not available, unless the classes are the same subject or directly related to the subject.

B. Orientation

Adult education teachers shall be provided, prior to the beginning date of classes in the fall, and for teachers new to the program, in the winter term, a three-hour orientation session. Employee attendance at the orientation session shall be considered mandatory. The rate of pay for attendance at orientation sessions is set forth in Appendix B-3.

C. Records Day

Consideration will be given to teachers for whom the master record day schedule(s) causes a hardship. This paragraph shall not be interpreted as diminishing a teacher's responsibility to continue to prepare records which are required by the adult education program. Adult education teacher attendance at record days shall be considered mandatory. The rate of pay for attendance at record keeping session(s) will be the teacher's hourly rate.

D. Meetings

Faculty meetings shall be scheduled as needed for adult education teachers, but not more frequently than twice a semester. Faculty meetings shall be as brief as possible. Faculty meetings shall not be longer than one (1) hour but may be extended to one (1) hour and twenty (20) minutes as necessary on forty-eight (48) hours notice except in emergencies. Mott Adult High School shall have monthly department meetings, each department shall have two (2) elected and one (1) appointed teacher.

E. Miscellaneous

Adult education teachers recognize that program requirements shall, from time to time, require the performance of duties that involve the expenditure of time beyond class time. Current adult education teachers are performing these extra duties and shall be expected to continue to perform that at the same level but not at an increased level.

Adult Education teachers shall have access to teacher restrooms and, when feasible, to lounges in the community schools.

To the extent possible, teachers shall be provided an adequate and secure storage place.

ARTICLE 30

Professional Development

A. Each school will have a Professional Development Chairperson elected by the professional staff at a staff meeting at the beginning of the school year. These chairpersons shall be members of the school improvement team and chairperson for the building level Professional Development Committee. (See Appendix C for Differential.)

Each building will be given the flexibility to determine its professional development needs. Buildings, using their shared decision making process, will consider the data and needs of the students. Professional development sessions should be evaluated and debriefed so that the results can be considered in planning future sessions.

B. There shall be a two (2) day Professional Development Training and Planning Workshop for all Inservice Chairpersons.

School inservice programs shall remain within the limits of available resources and facilities, and must be acceptable to the inservice chairpersons' council. In the event that said inservice council and Professional Development Department cannot agree on such program, the Superintendent or designee shall select the plans to be implemented.

C. The following applies only to adult education teachers:

The topics for the professional development session shall be determined by the Mott Adult High School director, or designee(s), in conjunction with a committee of adult education teachers not to exceed three members. The decision of the Mott Adult High School director, or designee, shall be final.

Adult education teacher attendance at the professional development session shall be considered mandatory. The rate of pay for attendance at professional development session(s) is set forth in Appendix B-4. Adult education teachers excused from the professional development session for good cause shall not be paid for the session. Inservice pay shall have no application to such matters as seniority accrual, employment status (full, half-time, or less than half time), and the determination of appropriate pay.

ARTICLE 31

Miscellaneous Provisions

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

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

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

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

B. This Agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement, and said Agreement takes precedence over and expressly governs the individual contract.

C. Copies of the standard probationary and tenure contracts for use in K-12 are attached hereto as Appendix G-1 and Appendix G-2. Copies of the non-continuing (probationary) and continuing contracts for those employees not covered by the Tenure Act are attached hereto as Appendix G-4 and Appendix G-5.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. All notices required to be given to the UTF by this Agreement shall be mailed to the UTF by ordinary mail, addressed to 5095 Exchange Drive, Flint, Michigan 48507, 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 48503 or to such other address as the Board shall direct in writing. All notices to be given to a teacher under this Agreement shall be mailed to his/her last address recorded in the Office of Human Resources/Labor Relations. It shall be the responsibility of teachers to notify the Office of Human Resources/Labor Relations 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 shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

H. No teacher shall use his/her position in the school system to his/her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his/her students and their parents, by promoting his/her employment as a tutor for his/her assigned

students, and by soliciting employment as a private music teacher for his/her assigned students or by seeking any similar advantage.

I. Teacher representatives serving on building level community councils shall be selected by the teaching staff in that building.

J. The Board shall choose one-half of the teachers on advisory committees provided for in state and federal guidelines concerning all vocational, compensatory, and special education programs from a list of nominees submitted by the UTF.

K. The K-12 teachers in each secondary school may suggest names to the principal for consideration for appointment as department chairpersons. However, the decision of the principal shall be final.

L. After completion of the requirements for a baccalaureate degree and two (2) years of satisfactory service with the Flint schools, K-12 school nurses shall be given a continuing contract.

M. Amendments to this Agreement may be made at any time during the life of this Agreement by mutual consent of the parties hereto. Such amendments shall be in writing and signed by both parties and shall become a part of this Agreement and shall terminate at the same time, as does this Agreement.

N. The Office of Human Resources/Labor Relations will verify an adult education teacher's employment history upon request. This verification customarily will include a statement indicating the employee is actively employed and the number of years of prior employment with the District.

O. It is recognized that the Head Start program must conform to federal, state, and local rules and regulations issued by agencies having jurisdiction over the district's Head Start program. Such rules and regulations include educational, funding, and operational requirements.

Should there be a conflict between a federal, state, or local rule or regulation and the Master Teacher Contract, the parties to this agreement will meet to work out the conflict. In the interim, the Board may comply with the rule or regulation to the extent required, but only upon notice to the United Teachers of Flint.

P. Special Education support services of the type normally done by bargaining unit personnel are 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.

Q. Under shared decision-making, identified portions of the Master Teacher Contract may be waived by a committee consisting of the Superintendent, the Executive Director of Human Resources/Labor Relations, and the President of the United Teachers of Flint, or their designees. It is agreed that each waiver shall be for one year, specific to the Site-Base

school requesting the waiver and will not be precedent setting in that regard. Participation on a Site-Based Management/Shared Decision-Making Committee shall not be a part of a teacher's evaluation or otherwise be used to discipline a teacher.

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

ARTICLE 32

Duration

This Agreement shall, upon ratification by the Board and the members of the UTF, become effective September 1, 2002 and shall remain effective until midnight August 31, 2005 and from year to year thereafter unless between November 1 and December 31, 2005 either party shall give notice of a desire to renegotiate its terms.

The parties have specifically agreed to authorize the Joint Labor-Management Committee or its successor to adopt proposed revisions of contractual language, which preserve the basic rights of the parties.

UNITED TEACHERS OF FLINT, INC.

By_____
Steven Burroughs, President
Dated: _____

By_____
Brian Veenhuis, Chief Negotiator
Dated: _____

By_____
Barbara Bouknight, Exec. Director
Dated: _____

By_____
Doug Burroughs, Teacher
Dated: _____

By_____
Michele Stinson, Teacher
Dated: _____

By_____
Renetha Rumph
Dated: _____

By_____
Larry Hathaway
Dated: _____

BOARD OF EDUCATION OF THE CITY OF FLINT

By _____
Lily Tamez-Kehoe, President
Dated: _____

By_____
David A. Comsa, Chief Negotiator
Dated: _____

By _____
Barbara Wesley, Executive Director
Dated: _____

By _____
Marios Demetriou, Chief Financial Officer
Dated: _____

By _____
Linda Caine-Smith, Chief of Schools
Dated: _____

By _____
Elnora Crutchfield, Principal
Dated: _____

By _____
John Clothier, Principal
Dated: _____

APPENDIX A

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

ELECTION -- BOARD OF EDUCATION, CITY OF FLINT
Case No. R85 F-166

ELECTION -- BOARD OF EDUCATION, CITY OF FLINT
Case No. R86 C-125

ELECTION -- BOARD OF EDUCATION, CITY OF FLINT
Case No. R86 L-372

THE APPROPRIATE COLLECTIVE BARGAINING UNIT:

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

1) Secretarial and Clerical Personnel

2) Business Division Personnel

3) Teacher-Aides

4) Public Library Personnel

5) Employees of the Mott Foundation funded programs of the Flint Board of Education who are not paid on the teacher basic salary schedule

6) Administrative and Supervisory Personnel, such as:
Director and Assistant Director--Extended School Services
Director of Institute of Arts
Director of Art and Crafts
Director of Libraries
Executive Director of Human Resources/Labor Relations
Director of Secondary Education
Director of Elementary
Director of Instructional Services
Director of Nursing Services
Planetarium Director
Director of Research and Testing
Museum Curator
Superintendent
Associate Superintendent

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

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

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

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

1. It is recognized that the placement of positions either within or without the bargaining unit, as said positions are so constituted as of the signing of this Memorandum, are in accord with the 1992-95 Master Teacher Contract and that no position within the UTF bargaining unit will be excluded except as is consistent with the Master Teacher Contract in effect at the time of the change.

2. If a position within the UTF bargaining unit is considered by the Board for exclusion, or if a change in "title" for a position is being considered which would have the effect of removing the position from the bargaining unit, and/or should a new position be created which is not specifically excluded under the provisions of the Master Teacher Contract in effect at the time of the change, the Board will:

    a. Notify the UTF of such consideration prior to such exclusion,

    b. Present to the UTF rationale for the removal of the position from the bargaining unit; such rationale to include a job description, minimal qualifications required of applicants, and the relationship of said positions to existing staff positions.

Should there be disagreement among the parties as to the proper placement of a position within or outside the bargaining unit, the parties reserve all rights and remedies afforded to them under the Master Teacher Agreement existing at the time of the change, and the controlling statutes regulating such matters.

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

APPENDIX B-1

2002-2003 Flint Community Schools Teacher Salary Schedule

Years Exp. a	Less than BA	BA	BA+15	MA	MA+15	MA+30	PHD
0	25,669	31,899	33,483	35,146	36,891	38,723	39,023
1	26,628	33,483	35,146	36,891	38,723	40,646	40,946
2	27,631	35,146	36,891	38,723	40,646	42,665	42,965
3	28,666	36,891	38,723	40,646	42,665	44,783	45,083
4	29,745	38,723	40,646	42,665	44,783	47,007	47,307
5	30,861	40,646	42,665	44,783	47,007	49,342	49,642
6	32,017	42,665	44,783	47,007	49,342	51,792	52,092
7	33,221	44,783	47,007	49,342	51,792	54,364	54,664
8	34,468	47,007	49,342	51,792	54,364	57,064	57,364
9	35,764	49,342	51,792	54,364	57,064	59,898	60,198
10	37,107	51,792	54,364	57,064	59,898	62,872	63,172
11	38,503	54,364	57,064	59,898	62,872	65,994	66,294

a. Up to 7 years credit shall be allowed for experience in school systems outside the School District of the city of Flint, including up to 3 years of military experience and 2 years work experience credit (see Appendix Q.)
b. Maximum for 2 years training.
c. Maximum for 2½ years training.

The employee shall be responsible for $5/10 prescription co-pay. If the MESSA health plan rate increases more than 7% in either 2003-2004, or 2004-2005, the deductible will be increased to 100/200 for that year and following years.

A $35,000 term life insurance policy with double indemnity.

School Social Workers holding a MSW degree will be placed on the MA + 15 salary column.
15 graduate hours beyond the MSW degree, they will be placed on the MA +30 column.

Family plan hospitalization paid in full.
A long-term disability insurance plan.
A dental plan.

A vision plan.

Doctorate = (MA + 30 Column) + $300.

APPENDIX B-1 **(continued)**

2002-2005

DAILY GUEST TEACHER RATE

	2002-2003	2003-2004	2004-2005
Guest teachers who have a teaching certificate or a four (4) year degree with State of Michigan permit	$84.00	$86.00	$88.00
Guest teachers teaching on a State of Michigan permit	$80.00	$82.00	$84.00

APPENDIX B-2

2003-2004 Flint Community Schools Teacher Salary Schedule

Years Exp. a	Less than BA	BA	BA+15	MA	MA+15	MA+30	PHD
0	26,247	32,617	34,237	35,937	37,722	39,595	39,895
1	27,227	34,237	35,937	37,722	39,595	41,561	41,861
2	28,253	35,937	37,722	39,595	41,561	43,625	43,925
3	29,311	37,722	39,595	41,561	43,625	45,791	46,091
4	30,414	39,595	41,561	43,625	45,791	48,065	48,365
5	31,555	41,561	43,625	45,791	48,065	50,452	50,752
6	32,737	43,625	45,791	48,065	50,452	52,958	53,258
7	33,968	45,791	48,065	50,452	52,958	55,588	55,888
8	35,244	48,065	50,452	52,958	55,588	58,348	58,648
9	36,569	50,452	52,958	55,588	58,348	61,246	61,546
10	37,942	52,958	55,588	58,348	61,246	64,287	64,587
11	39,369	55,588	58,348	61,246	64,278	67,480	67,780

a. Up to 7 years credit shall be allowed for experience in school systems outside the School District of the city of Flint, including up to 3 years of military experience and 2 years work experience credit (see Appendix Q.)
b. Maximum for 2 years training.
c. Maximum for 2½ years training.

The employee shall be responsible for $5/10 prescription co-pay. If the MESSA health plan rate increases more than 7% in either 2003-2004, or 2004-2005, the deductible will be increased to 100/200 for that year and following years.

A $35,000 term life insurance policy with double indemnity.

School Social Workers holding a MSW degree will be placed on the MA + 15 salary column.
15 graduate hours beyond the MSW degree, they will be placed on the MA +30 column.

Family plan hospitalization paid in full.
A long-term disability insurance plan.
A dental plan.

A vision plan.

Doctorate = (MA + 30 Column) + $300.

APPENDIX B-2 (continued)

2004-2005 Flint Community Schools Teacher Salary Schedule

Years Exp. a	Less than BA	BA	BA+15	MA	MA+15	MA+30	PHD
0	26,903	33,432	35,092	36,835	38,664	40,584	40,884
1	27,908	35,092	36,835	38,664	40,584	42,600	42,900
2	28,959	36,835	38,664	40,584	42,600	44,715	45,015
3	30,044	38,664	40,584	42,600	44,715	46,936	47,236
4	31,174	40,584	42,600	44,715	46,936	49,266	49,566
5	32,344	42,600	44,715	46,936	49,266	51,713	52,013
6	33,555	44,715	46,936	49,266	51,713	54,281	54,581
7	34,817	46,936	49,266	51,713	54,281	56,977	57,277
8	36,125	49,266	51,713	54,281	56,977	59,806	60,106
9	37,483	51,713	54,281	56,977	59,806	62,776	63,076
10	38,891	54,281	56,977	59,806	62,776	65,894	66,194
11	40,353	56,977	59,806	62,776	65,894	69,166	69,466

a. Up to 7 years credit shall be allowed for experience in school systems outside the School District of the city of Flint, including up to 3 years of military experience and 2 years work experience credit (see Appendix Q.)
b. Maximum for 2 years training.
c. Maximum for 2½ years training.

The employee shall be responsible for $5/10 prescription co-pay. If the MESSA health plan rate increases more than 7% in either 2003-2004, or 2004-2005, the deductible will be increased to 100/200 for that year and following years.

A $35,000 term life insurance policy with double indemnity.

School Social Workers holding a MSW degree will be placed on the MA + 15 salary column.
15 graduate hours beyond the MSW degree, they will be placed on the MA +30 column.

Family plan hospitalization paid in full.
A long-term disability insurance plan.

A dental plan.
A vision plan.

Doctorate = (MA + 30 Column) + $300.

APPENDIX B-3

2003-2004 Flint Community Schools Teacher Salary ScheduleAppendix B-3

Flint Board of Education Pay Schedule
For
Teachers of Adult Education Credit Classes

2002-2003 (Academic Year)

Step	Classes	Part-Time	Less Than BA	BA	BA+15	MA	MA+15	MA+30
1	0-14	22.68	23.69	24.75	25.61	26.52	27.79	29.11
2	15-28	23.13	24.29	25.61	26.52	27.79	29.11	30.51
3	29-42	23.63	24.93	26.52	27.79	29.11	30.51	31.99
4	43-56	24.12	25.57	27.79	29.11	30.51	31.99	33.51
5	57+	24.63	26.21	29.11	30.51	31.99	33.51	35.11

2003-2004 (Academic Year)

Step	Classes	Part-Time	Less Than BA	BA	BA+15	MA	MA+15	MA+30
1	0-14	23.19	24.22	25.31	26.19	27.12	28.42	29.76
2	15-28	23.65	24.84	26.19	27.12	28.42	29.76	31.20
3	29-42	24.16	25.49	27.12	28.42	29.76	31.20	32.71
4	43-56	24.66	26.15	28.42	29.76	31.20	32.71	34.26
5	57+	25.18	26.80	29.76	31.20	32.71	34.26	35.90

2004-2005 (Academic Year)

Step	Classes	Part-Time	Less Than BA	BA	BA+15	MA	MA+15	MA+30
1	0-14	23.77	24.83	25.94	26.84	27.80	29.13	30.50
2	15-28	24.24	25.46	26.84	27.80	29.13	30.50	31.98
3	29-42	24.76	26.13	27.80	29.13	30.50	31.98	33.53
4	43-56	25.28	26.80	29.13	30.50	31.98	33.53	35.12
5	57+	25.81	27.47	30.50	31.98	33.53	35.12	36.80

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

A. Adult education teachers teaching part time (1-4 classes) shall be paid at the designated part-time hourly rate and will not be eligible for placement on the less than BA, BA, BA+15, or any MA pay track.

B. Adult education teachers teaching half time or more (5-plus classes) shall be eligible, for pay purposes, to be placed on a less than BA, BA, BA+15, or any MA pay track, upon the filing and administrative approval of the required verification of credentials in the Office of Human Resources/Labor Relations. It shall require the accumulation of fourteen (14) classes to qualify for step advancement, once a teacher is deemed eligible for placement on a pay track.

C. Adult education teachers teaching half time or more (5-plus classes) may be granted not to exceed two (2) salary steps by the Board for teaching experience in adult education programs outside the School District of the City of Flint. A year of experience shall equate to fourteen (14) classes for adult education pay purposes.

D. Adult education teachers shall be paid every two weeks in equal installments during each semester (unless an adult education teacher has an increase or decrease in his/her number of classes during the semester, in which case the amount of the checks shall be equalized from the point of the change in the class load).

E. Adult education teachers shall receive their last paycheck on the last scheduled work day of the semester for the adult high school, or as soon thereafter as is feasible, provided all required paperwork has been completed by the teacher. The specific payroll schedule for adult education teachers will be developed by the District's Business Office.

F. The requirements for acceptance of training increment credit are set forth in Article 11, Sections B through E. The rules for accrual of seniority credits are set forth in Appendix S-2.

APPENDIX B-4

Miscellaneous 2002-2005 Pay Rates

for

Teachers of Adult Education

Record Sessions (4)	Teacher's Hourly Rate	Article 12, G Article 29, C
Preparation Time	Teacher's Hourly Rate	Article 13, K
Sick Time Pay	Teacher's Hourly Rate	Article 17, Q
Orientation Session	$14.77/hour	Article 12, H Article 29, B
Monitoring Hours	$14.77/hour	Article 10, K
Advising Rate	$14.00/hour	Article 10, L
Professional Development Rate	$16.00/hour	Article 7, C
Summer and Misc. Rates	$14.00/hour	Article 10 M
Guest Teaching Rate	$14.00/hour	Article 10, C(3)

APPENDIX C

K-12 Differentials, 2002-2005

Extracurricular Differentials--Senior High School

Band and Orchestra		$2,747	per school
Vocal	$1,653	per school	
Publication (Yearbook and Newspaper)	$1,653	per school	
Debate		$1,653	per school
Cheerleader		$1,653	per school
Chairperson of Major Productions		$1,098	

Coaching Differentials

Head Football	$3,839
Assistant Football	$2,056
Frosh Football	$1,653
Head Basketball	$3,839
Assistant Basketball	$2,056
Frosh Basketball	$1,653
Head Wrestling	$2,199
Assistant Wrestling	$1,653
Head Baseball	$2,199
Assistant Baseball	$1,653
Head Swimming	$2,199
Assistant Swimming	$1,653
Head Track (Winter and Spring)	$2,746
Assistant Track (Spring)	$1,653
Tennis	$1,653
Golf	$1,653
Cross Country (if boys' team only)	$1,653
Cross Country (if combined boys and girls)	$2,475
Hockey	$2,199
Soccer	$2,199
Faculty Manager	$2,746
Trainer	$2,805
Athletic Director	$4,182
Assistant Athletic Director	$2,602
Equipment Manager	$2,602

(Appendix C)--2002-2005 Interscholastic Sports, continued

Girls' Interscholastic Sports

Head Basketball	$3,839
Assistant Basketball	$2,056
Frosh Basketball	$1,653
Volleyball	$2,199
Track	$2,746
Cross Country (if girls' team only)	$1,653
Cross Country (if combined boys and girls)	$2,475
Softball	$2,199
Soccer	$2,199
Swimming	$2,199
Assistant Swimming	$1,653
Tennis	$1,653
Assistant Softball	$1,653
Assistant Volleyball	$1,653
Assistant Track	$1,653

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

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

Miscellaneous Differentials

Instructional Specialists	$1,367
Team Leaders (Elementary)	$1,367
Mentors	$104 per semester
LI and Professional Development Chairperson (staff of 0-30 persons)	$1,367
LI and Professional Development Chairperson (staff of 31-59 persons)	$1,679
LI and Professional Development Chairperson (staff of 60+ persons)	$1,991
Learning Community Leaders	$2,500 or 5% whichever is greater
Required Summer Professional Development	$27.50 per hour
Voluntary Professional Development	$75.00 per day

Department Chairpersons

The differential for middle school and high school department chairpersons shall be and $32.11 ($32.11) per class section assigned to the department with a maximum per department chairperson of and $1,448 (2002-2005).

Team Leaders--Middle School (four members or more)	$1,367
Team Leaders--Middle School (three members)	$1,024
Team Leaders--Middle School (two members)	$683
Middle School Liaison Teachers (per meeting)	$25.07
Middle School Head Coach	$1,488
Middle School Assistant Coach	$1,431
Teacher-Facilitator, Pre-Engineering Project	$1,671
Quiz Bowl Sponsor	$1,653
Special Olympics Coordinator	$1,653

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

National Board Certification

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

Attendance Stipend

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

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

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

Service Increment

A service increment, effective September 1, 1985, shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively, for teachers at the Bachelor's degree level and above, pursuant to the following schedule:

Upon completion of sixteen (16) years of Flint Community Schools service through the completion of twenty (20) years of service	$305.00
Upon completion of twenty (20) years of Flint Community Schools service	$500.00

The service increment payment will be included in the teacher's last paycheck prior to leaving for the Christmas break.

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

APPENDIX D-1

Flint Community Schools
K-12 Teacher
2002-2003 Calendar

Flint Community Schools
K-12 Teacher
2002-2003 Calendar

APPENDIX D-2

Flint Community Schools
K-12 Teacher
2003-2004 Calendar

Flint Community Schools
K-12 Teacher
2003-2004 Calendar

APPENDIX D-3

Flint Community Schools
K-12 Teacher
2004-2005 Calendar

Flint Community Schools
K-12 Teacher
2004-2005 Calendar

APPENDIX D-4

Flint Community Schools
Manley
2002-2003 Calendar

Flint Community Schools
Manley
2002-2003 Calendar

APPENDIX D-5

Flint Community Schools
Manley
2003-2004 Calendar

APPENDIX D-5

Flint Community Schools
Manley
2003-2004 Calendar

APPENDIX D-6

Flint Community Schools
Manley

2004-2005 Calendar

APPENDIX D-2

Flint Community Schools

Manley

2004-2005 Calendar

APPENDIX D-7

Mott Adult High School
2002-2003 Calendar

Flint Community Schools
Mott Adult High School
2002-2003 Calendar

APPENDIX D-8

Flint Community Schools
Mott Adult High School
2003-2004 Calendar

Flint Community Schools
Mott Adult High School
2003-2004 Calendar

APPENDIX D-9

Flint Community Schools
Mott Adult High School
2004-2005 Calendar

Flint Community Schools
Mott Adult High School
2004-2005 Calendar

APPENDIX D-10

School Calendar Information

The parties to this agreement stipulate to the following terms and conditions as they apply to the calendars:

1. Flint Community Schools Calendar (2002- 2005):

   Four (4) half days for parent conferences for reporting student progress will be provided in the elementary schools on a staggered basis as approved by the District's Waiver Committee.

   In addition to the above, there shall be three (3) half days for record keeping provided in the elementary schools. These half days shall be arranged on a staggered basis as approved by the District's Waiver Committee and shall be scheduled so as to occur near the end of the first, third and fourth marking periods.

2. Manley School Calendar (2002-2005):

   a. The total number of teacher work days and paid holidays shall be the same as those provided for in Appendix D-1 of the Master Teacher Contract.

      Four (4) half days for parent conferences for reporting student progress will be provided on a staggered basis as approved by the District's Waiver Committee.

      In addition to the above, there shall be three (3) half days for record keeping scheduled near the end of the three marking periods. These half days shall be arranged on a staggered basis as coordinated by the District's Waiver Committee.

   b. Pay periods for the Manley staff shall be as follows at the option of the teacher.

      22 Pays
      1) First pay date: To be determined by Payroll Department
      2) Second pay date: To be determined by Payroll Department
      3) Third pay date: To be determined by Payroll Department

      26 Pays
      Same pay dates as others on traditional calendar

   c. Support services shall be provided at the same level as those provided district-wide. Support services which do not start at the beginning of the Manley school year will be made up during the Manley school year.

d. Maintenance of the school building shall be provided from the beginning of the Manley school year. Any summer maintenance work not so completed will be scheduled so as to minimize classroom interruptions.

e. All teachers starting on the Manley calendar and who are transferred out of the program shall work no more than the maximum number of contract days negotiated in the traditional teacher calendar.

Any teacher transferred to Manley during the school year shall be provided the opportunity to work a full 185 days and shall accordingly become eligible for those holidays designated in the traditional calendar.

Teachers recalled to Manley after the beginning of the Manley school year will not be provided the opportunity to work a full 185 days. They shall become eligible for those holidays designated in the traditional calendar that come after their recall.

f. Guest teachers shall be provided for absent teachers.

g. New teachers transferring into the program should have experience with the DISTAR program.

h. The staff assigning ratio at Manley shall be equivalent to the assigning ratio utilized at schools adhering to the traditional calendar.

i. The Board shall make every effort to provide all teaching materials and supplies necessary at the start of school.

2. Flint Community Schools and Manley School Calendar (2002-2005):

a. Based upon communications with representatives of the State of Michigan Department of Education with respect to the impact of partial instructional day closures, such days will not be made up provided the day(s) count as a day(s) of instruction.

b. Days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by City, County, or State health authorities, shall not be counted as days of pupil instruction and such days will be rescheduled, except for the two allowed days that do not have to be rescheduled under state law. Teachers shall not be docked pay for said days but they shall consequently make up the days beyond the two allowed by state law at no additional pay or cost to the district.

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

In the event the number of rescheduled instructional days results in the last day of student instruction falling on a Monday, the parties shall meet prior to May 1 to discuss scheduling alternatives.

c. District closures on teacher work days (i.e., January inservice or January record days), will result in a rescheduling of the day(s) to insure that teachers work 185 days per year. Teachers shall not be docked pay for said days but they shall consequently make up the days at no additional pay or cost to the district.

If the district is closed on the January K-12 Record Day, the day will be rescheduled on the January K-12 Inservice Day. The parties will meet to determine how the K-12 Inservice Day will be rescheduled in such instances.

If the district is closed on the January K-12 Inservice Day or if the K-12 Record Day is rescheduled on the Inservice Day, the parties will meet to determine how the K-12 Inservice Day will be rescheduled.

Should the Manley January Record Day be canceled and/or if the regular K-12 Record Day is canceled which would impact the Manley staff pursuant to paragraphs two or three above of Section 3(c), the parties shall meet to determine how the day(s) will be rescheduled for Manley staff.

d. If Act 239 (Section 101-3) of 1984 requiring the makeup of canceled days is repealed by the legislature and/or declared illegal by the courts so that the district does not have to make up canceled days, the provisions of this contract providing for the makeup of canceled days shall be null and void and the language of Article 21, Provision G of the 2002-2005 Master Contract shall become controlling.

If the legislature shall amend the act in any way other than to repeal the makeup of canceled days, and/or if a court rules on the act so as to modify it but not repeal the makeup of canceled days, the parties shall meet to review the changes in the act and provide needed adjustments.

e. Notice as to makeup day(s) at the end of the school year shall be made as early as possible but not later than May 1.

f. Teachers shall receive their last paycheck on the last scheduled teacher work day of the year.

Sections (1) and (2) of Appendix D-6 do not apply to Head Start teachers.

Section (3) will apply to Head Start, except that make-up days, if required, will conform to the operational requirements of the Head Start program.

APPENDIX E

Pregnancy-Related Disability

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

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

APPENDIX F

K-12 Paid Personal Business Leave Form

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

_____ a.m.

_____, 20___,

_____ p.m.

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

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

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

_____ _____

Date Teacher's Signature

_____ _____

Date Principal's Signature

APPENDIX G-1

PROBATIONARY TEACHER'S CONTRACT OF EMPLOYMENT

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

WITNESSETH:

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

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

3. LENGTH OF CONTRACT. The Board hereby hires the Teacher to teach in the School District of the City of Flint for the school year beginning_____, 20 and ending_____, 20___.

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

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

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

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

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

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

TEACHER
Signature:_____

Present
Address:_____

_____
City State Zip

Summer
Address:_____

_____
City State Zip

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

By:_____
Superintendent of Community Education
(Designee of Superintendent of
Community Education)

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

APPENDIX G-2

TENURE TEACHER CONTRACT OF EMPLOYMENT

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

WITNESSETH;

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

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

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

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

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

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

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

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

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

TEACHER
Signature:_____

Present
Address:_____
_____
City State Zip

Summer
Address:_____
_____
City State Zip

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

By:_____
Superintendent of Community Education
(Designee of Superintendent of Community Education)

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

APPENDIX G-3

FLINT BOARD OF EDUCATION
SUPPLEMENTAL SALARY CONTRACT

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

_____ the sum of $ _____ for

extra services performed in the following capacity

_____

for the period from _____ to _____.
(Date) (Date)

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

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

FLINT BOARD OF EDUCATION

_____ _____
Superintendent of Community Education (Designee of Superintendent of Community Education) Staff Member

Appendix G-3 does not apply to adult education teachers or Head Start teachers.

APPENDIX G-4

Noncontinuing (Probationary) Contract

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

WITNESSETH:

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

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

3. LENGTH OF CONTRACT. The Board hereby employs the Employee in the School District of the City of Flint for the school year beginning _____, 20 ___ and ending with the last teaching day of the school year.

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

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

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

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

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

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

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

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

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

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

EMPLOYEE

_____
Signature

Present Address:_____
Number Street

_____
City State Zip

Summer Address:_____
Number Street

_____
City State Zip

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

By:_____
Superintendent of Community Education
(Designee of Superintendent of Community Education)

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

APPENDIX G-5

Continuing Contract

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE

_____
Signature

Present Address: _____
Number Street

_____
City State Zip

Summer Address: _____
Number Street

_____
City State Zip

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

By: _____
Superintendent of Community Education
(Designee of Superintendent of Community Education)

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

APPENDIX H-1

Teacher Evaluation

Date_____

Teacher _____ ____ Subject_____

School_____ _____Time:
From_____

To_____

Examples of Strengths in Anecdotal Form:

Areas Needing Improvement in Anecdotal Form:

Professional Assistance Given:

Plan of Action

a. Recommendations for Improving Performance and Length of Time for Achieving Results:

b. Consequences If No Improvement:

RECOMMENDATION:

Continue Tenure Contract ____

EVALUATION: (Check one)

Satisfactory ____

Needs Improvement ____

Unsatisfactory ____

1st Copy -- Human Resources/Labor Relations; 2nd Copy -- Evaluator; 3rd Copy -- Employee

I have read the above evaluation.

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

Remarks by Teacher:

_____

_____

_____

_____

_____ _____

(Date) (Teacher)

_____ _____

(Date) (Evaluator)

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

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

APPENDIX H-2

Teacher Performance Report

Date_____

Teacher _____ Subject _____

School_____ Time: From_____

To_____

Examples of Strengths in Anecdotal Form:

Areas Needing Improvement in Anecdotal Form:

Professional Assistance Given, Recommended or Requested:

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

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

General Comments:

_____
Evaluator

1st Copy -- Human Resources/Labor Relations; 2nd Copy -- Evaluator; 3rd Copy -- Employee

APPENDIX H-3

Adult Education Teacher Evaluation

Teacher Date_____

Subject_____ Time: From_____To_____

I. EXTERNAL OBSERVATION

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

II. PERSONAL OBSERVATION

Examples of strengths:

Areas needing improvement:

III. COMMENTS

IV. OVERALL RATING

EVALUATION:

Satisfactory ____

Needs Improvement _____

Unsatisfactory _____

I have read the above evaluation.

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

Remarks by Teacher:

_____

_____

_____

_____

(Date) (Teacher)

_____

(Date) (Evaluator)

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

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

1st Copy -- Human Resources/Labor Relations; 2nd Copy -- Evaluator; 3rd Copy -- Employee

APPENDIX H-4

Guest Teacher Evaluation

Teacher _____ Date_____

Subject _____Time: From_____To_____

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

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

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

III. Professional assistance given and/or recommended:

REMARKS BY TEACHER:

_____

_____

_____

_____

(Date) (Teacher)

_____

(Date) (Evaluator)

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

1st Copy -- Human Resources/Labor Relations; 2nd Copy -- Evaluator;

3rd Copy -- Employee

APPENDIX I

Teacher Evaluation

A. Basic Guidelines for the Evaluation of Teachers

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

B. The Evaluator

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

1. The principal, deputy principal, assistant principal, or equivalent administrator will evaluate all teachers in the bargaining unit (either full- or half-time) assigned to a particular school. The name of the primary evaluator shall be made known to the teacher prior to the evaluation.

2. The appropriate consultant, coordinator, or director (music, art, speech correction) evaluates all itinerant teachers (either full- or part-time) not assigned permanently to any specific school or building.

3. The appropriate consultant, coordinator, or director may also assist the primary evaluator where his/her specialized talents are beneficial in the evaluation process. The name of the consultant, coordinator, or director assisting in the evaluation shall be made known to the teacher prior to the evaluation.

4. Teachers assigned to two (2) buildings will be evaluated by each principal. Conflicts between these evaluations will be resolved by the Office of Human Resources/Labor Relations.

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

C. Guidelines

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

Two forms will be utilized by the evaluator:

1. Teacher Performance Report, and

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

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

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

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

E. Non-tenure

Each non-tenure teacher shall receive his/her evaluation on or before March 15th. The Teacher Evaluation is to be filed no later than the first school day following March 15th. The non-tenure teacher's individual development plan must be cross-referenced in the evaluation.

At least three (3) Teacher Performance Reports shall be completed for each non-tenure teacher between the opening of school and the last day of the first semester each year, except for those hired after Thanksgiving. No more than one (1) observation shall be made in any one day, nor shall any further observations be made until a post observation conference has been held with the teacher. A minimum of two (2) Teacher Performance Reports should be completed for each non-tenure teacher hired after Thanksgiving by the following March 15th.

F. Tenure

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

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

G. Adult Education Teachers

Article 22 of the Master Teacher Contract on Teacher Evaluation provides that each non-probationary adult education teacher teaching half time or more will be evaluated periodically in order that the teacher be aware of his/her strengths and weaknesses.

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

Two forms will be utilized by the evaluator:

1. Teacher Performance Report (Appendix H-2); and

2. Adult Education Teacher Evaluation Form (Appendix H-3).

Both of these forms will be prepared in triplicate on sensitized paper. One copy of each of the completed forms shall be placed in the teacher's file in the Office of Human Resources/Labor Relations, one copy shall be given to the teacher, and one copy is retained by the evaluator.

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

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

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

The Teacher Evaluation will be discussed point by point with the teacher when he/she receives it. The teacher shall be requested to sign the evaluation. Any teacher disagreeing with his/her evaluation may indicate his/her objections in writing in the space provided. Evaluations are to be filed in the Office of Human Resources/Labor Relations on the first school day following March 15th.

Each evaluation shall contain a rating of the teacher.

There shall be at least three (3) performance reports and one evaluation before March 15th for teachers observed as having performance problems. No more than one (1) observation shall be made in any one day, nor shall any further observations be made until a post observation conference has been held with the teacher. The performance report and evaluation conferences with teachers having performance problems shall not be held concurrently.

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

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

APPENDIX J

Skill Center Class Schedule

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

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

2. Further, the fall class schedule shall be subject to review during the period of the second semester of each school year for the purpose of determining whether the program has achieved the objective of increasing student enrollment in the fourth class session.

3. In the event financial conditions make it unfeasible to institute the revised class schedule, scheduling will be implemented pursuant to the provisions of Articles 12 and 13 of the Master Teacher Contract.

The State Department of Education approves the above schedule in terms of total student contact hours in the school year. Should at some future date the Department of Education require modification of the above schedule and days of student contact, the parties will meet and develop a revised schedule.

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

APPENDIX K

K-12 Application Procedure for Sabbatical Leave

1. Application forms may only be obtained from the Professional Development Office, Administration Building, 923 East Kearsley Street, Flint, Michigan 48503-1900.

2. Applications for sabbatical leave shall be made in writing on the application form provided, and received by the appropriate division head no later than March 1 preceding the school year within which the leave is desired. In an instance where the March 1 deadline falls on a nonworking day, the deadline for application shall be extended until the next regularly scheduled working day.

3. Prior to a sabbatical program being accepted for review by the Sabbatical Committee, the following procedural requirements must have been fully met by the sabbatical applicant. Failure of the sabbatical applicant to meet all of the hereinafter-mentioned procedural requirements shall bar the application from review by the Sabbatical Leave Committee. Sabbatical applicants who have their sabbatical application barred from review by the Sabbatical Leave Committee because of a procedural deficiency shall be immediately notified of such a decision by letter from the appropriate division head, setting forth the reasons for disapproval. The procedural requirements which must be met in full by a sabbatical applicant prior to the applicant's sabbatical program being evaluated by the Sabbatical Committee are as follows:

   A. The sabbatical applicant shall have completed seven years of service in the Flint Community Schools.

   B. The completed sabbatical application must have been received by the appropriate division head by March 1 preceding the school year within which the leave is desired.

   C. A letter of acceptance from the graduate school under whose direction the sabbatical program is to be taken must be attached to the sabbatical application, if the applicant plans to attend a college or university. In those instances where a letter of acceptance cannot be provided by the college or university by the March 1 deadline, a letter from the college or university so stating will suffice until such time as a letter of acceptance can be provided.

   D. A curriculum outline must be provided detailing the course required by the graduate school as part of the sabbatical program, or in the instance where a sabbatical program is not under the direction of a college or university, a detailed outline of the proposed course of study must be similarly attached.

4. Sabbatical applicants who meet the requirements of Provision Three (3) shall have their sabbatical programs evaluated by the Sabbatical Leave Committee. The Sabbatical Leave Committee, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider such criteria as:

A. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by a good or superior rating on the five (5) annual evaluations previous to the applicant's sabbatical application? The Committee may, for a showing of good cause, waive this requirement for one (1) year of the five (5).

B. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by:

1) Taking the initiative in developing and implementing new, revised, or improved curriculum units or programs?

2) Handling difficult assignments or classes?

3) Awards and letters of commendation?

4) Service on building and/or district committees or projects, such as human relations, professional study, or curriculum committees?

5) Recommendations by colleagues, such as teachers and administrators?

6) Documents, exhibits, or submissions by the teacher as to work and/or activities the teacher applicant feels indicate significant service to the district?

C. Whether the teaching program of the department, school, and/or system will be seriously impaired by the teacher's absence. Reasonable effort will be made by the building administration to accommodate the schedule of the sabbatical candidate so as to provide a sabbatical leave.

D. Is the focus of the sabbatical program outlined on the sabbatical application of a nature to:

1) Contribute to the professional effectiveness of the applicant upon return to teaching and to subsequent service to the district?

2) Encourage scholarly achievement by the sabbatical applicant?

3) Provide the applicant an opportunity for growth and renewal as a teacher?

E. Is the thrust of the proposed sabbatical program of a nature as to significantly aid the applicant in the discharge of present job responsibilities, and/or does there exist a reasonable likelihood of the applicant being assigned in the foreseeable future to a position requiring such background?

F. Does the applicant's sabbatical program deal with a topical educational issue, the investigation of which would benefit district operation or program?

5. All sabbatical applicants who have their sabbatical programs accepted for review by the Sabbatical Committee shall make an oral presentation of their program to the Sabbatical Committee. The purpose of such a presentation shall be to explain the candidate's program in detail, and shall not serve as a guest teacher for the candidate's written sabbatical proposal.

6. All sabbatical applicants who have their programs reviewed by the Sabbatical Committee will be notified as to the decision of the Committee within ninety (90) days of said review, by the appropriate director. Said decision will be in writing, setting forth the reasons for approval or disapproval of the applicant's sabbatical program.

7. Upon notification of approval for a sabbatical leave, the applicant will contact the Office of Human Resources/Labor Relations to complete arrangements for the sabbatical leave.

8. Each applicant who is granted a sabbatical leave will be expected to return to his/her duties in the Flint Community Schools for at least one year, and upon returning shall present a full report regarding the use of his/her sabbatical leave to the division head.

9. An applicant on leave of absence for at least a semester shall be required to notify the Office of Human Resources/Labor Relations in writing not less than 90 days prior to the expiration of the leave whether the applicant wishes to return to employment. An applicant not conforming to this notice requirement may have his/her employment terminated.

APPENDIX L

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

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

1. In instances wherein Title I teachers employed by the Flint School District are assigned to positions in the Genesee Catholic Schools, the daily schedule and the calendar of working days for those teachers shall conform to that of the building to which they are assigned, provided that:

    a. No teacher shall be required to work a greater number of days in any school year than that provided for in the negotiated agreement between the parties in effect at that time;

    b. No teacher shall be required to work a greater number of hours in any school year than that provided for in the negotiated agreement between the parties in effect at that time; and

    c. All such assigned teachers may be required to report on days that the Genesee Catholic Schools are not in session. Should such be required in order to meet the minimum number of work days provided for in the negotiated agreement between the parties in effect at that time, except that in instances wherein a reduction in the total number of working days is necessitated due to the work hours limitation provided for in (b.) above, teachers shall not be required to report more days than would be necessary to meet the maximum work hours agreed to by the parties in the aforementioned agreement.

2. All teachers being considered for placement in such positions shall be informed of this agreement on their work schedule. No teacher shall be required to accept such an assignment unless that teacher has agreed to the resultant changes in his/her working schedule. Teachers refusing placement in such positions for this reason will be assigned to other vacant positions according to the contractual provisions governing such assignment agreed to by the parties in effect at that time.

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

APPENDIX M

Long-Term Disability

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

1. Maximum monthly benefits of $3,000.00.

2. Primary Offset. If a disabled teacher is eligible for Social Security benefits, only the primary (individual) and not family benefit will be subtracted (offset) from the long-term disability payments.

3. Social Security Freeze. The amount of reduction in long-term disability benefits resulting from Social Security benefits will be calculated when long-term disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefits shall be frozen. Any later legislative changes increasing Social Security benefits will not be deducted.

4. Pre-Existing Condition. The plan shall not include a Pre-Existing Condition Clause.

5. Own Occupation Definition. Total disability shall mean the inability of a teacher to perform any of the duties of his/her regular occupation during the first 24 months of one period of disability resulting from injury or sickness. After such 24 months within the same period of disability, total disability shall mean the inability of the teacher as the result of injury and sickness, to engage in any and every occupation for which he/she is reasonably fitted by education, training, and experience.

6. Alcohol and Drugs. The plan shall contain no exclusion for alcohol or drug addiction or illness resulting therefrom.

7. Benefits. Provided by the plan shall be payable to age 65, and such benefits shall be payable for accident and sickness.

8. Waiver of Premium. The premium shall be waived while the teacher is totally disabled and his/her long-term disability insurance shall be continued in force during this period.

9. Rehabilitation Provision. Benefits are not payable with respect to any one period of disability, or portion thereof, during which:

   (a) The teacher is not under the regular care of a legally qualified physician or surgeon; or

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

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

11. Maternity disability benefits as provided during the 1975-77 contract.

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

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

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

Appendix M does not apply to part-time adult education teachers.

APPENDIX N

LTD and Sick Days

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

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

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

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

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

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

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

Appendix N does not apply to part-time adult education teachers.

APPENDIX O

K-12 Driving Allowance

1. It is agreed that employees wishing to go from a monthly car allowance to a monthly mileage log, or in an instance where an employee wishes to receive consideration for an increase in monthly car allowance, the following procedures shall be adhered to:

   a. The affected employee will log his or her individual mileage, in accord with those procedures established by the Board from time to time, for a ten (10) month period.

   b. Upon completion of the logging procedure, the appropriate division head or designee will have the option of adjusting the mileage allowance to the mutual satisfaction of the parties, or the employee will be allowed to convert from a monthly car allowance to a monthly mileage log, payable at the rate stipulated to in Article 8(F) of the 2002-2005 Master Teacher Contract.

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

2. It is agreed that the Board retains the unqualified right to convert an employee from a monthly mileage allowance to monthly mileage logging, payable at the rate stipulated to in Article 10(F) of the 2002-2005 Master Teacher Contract upon thirty (30) days notice to the affected employee.

It is understood that this Agreement constitutes the entire understanding of the parties in regard to this matter under the terms and conditions stipulated herein.

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

APPENDIX P

Flint Community Schools

Doctor's Verification of Illness or Disability Form

TO BE COMPLETED BY ATTENDING PHYSICIAN

(Please Print or Type)

1. Patient's name_____Age_____

2. Please state:

   (a) Patient's complaints_____

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

   (c) Your diagnosis_____

   (d) Brief history of illness or injury_____

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

   Office or Home_____

   Hospital_____

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

   (a) Name and address of hospital_____

   (b) Date of admission_____20____Date of discharge_____20

   (c) Date of surgery, if any_____20___Surgical procedure_____

5. Based on your personal knowledge and treatment, how long has the patient been totally disabled solely by his/her sickness or injury so that he/she was prevented from working? From _____20__to and including_____20___

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

YES NO

If "YES," please explain on separate sheet.

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

YES NO

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

YES NO

(a) If "YES," give the date the patient was able to return to work:_____20_____

(b) If "NO," when, in your opinion, may work be resumed? (Please do not use the terms "indefinite," "unknown," "undetermined," etc. If a definite date cannot be determined, please approximate in days, weeks, or months, how long total disability will continue from the date of most recent treatment as indicated above.) _____20___

Physician's name (please print or type)_____

Office address_____

Specialty board certification_____

Physician's signature_____

Date completed_____20_____

APPENDIX Q

Vocationally Certified Teachers

1. To be eligible for work experience credit an employee must have an endorsement in the field in which the employee is assigned, and possess a valid teaching certificate.

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

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

APPENDIX R

K-12 Reserve Teachers

A. The UTF and the Board agree to the establishment of a new classification of position, which shall be known as the "reserve teacher" classification. Teachers will be eligible for this classification only upon being placed on the Board's official recall list for a regular teaching position.

B. Teachers meeting the conditions of Provision A may apply for and upon application will be considered for placement in the reserve teacher classification. Teachers applying for positions within the reserve teacher classification will be selected in accord with the language of Article 16(I).

C. Reserve teachers shall be contracted for one hundred seventy-three (173) days. It is understood that reserve teachers shall be immediately released to accept other employment, should it be offered to them.

D. Reserve teachers shall be considered members of the bargaining unit and shall be governed by the following working and employment conditions:

1. Reserve teachers will be paid fifty dollars ($50) per day worked.

2. The calendar for reserve teachers shall be as set forth in Appendices D-1 and D-2 of the Master Contract, with the following modifications:

   a. Reserve teachers shall be assigned no earlier than the Monday following the second Friday classes are in session.

   b. Reserve teachers will not report to work on those days designated as record days unless notified to do so by their building principal.

E. Reserve teachers will be assigned:

1. Guest teaching assignments for certified personnel;

2. Curriculum development;

3. Assisting certified personnel in the performance of their responsibilities as assigned by the immediate supervisor, including:

   a. General supervision of students;

   b. Assisting certified personnel in the instruction of classes or small groups;
   c. Performing non teaching duties regularly performed by classroom teachers;

d. Working in media centers or libraries under the direction of the media specialists or librarians.

F. Teachers within the reserve teacher classification can only be used in circumstances where regularly employed teachers are absent resultant from illness, disability, Article 17 emergencies, personal business days, conferences, association days, or other similar reasons.

Teachers within the reserve teacher classification will not be utilized to diminish the number of full-time teaching positions.

G. Seniority in the bargaining unit shall be accrued by the reserve teacher for each day of service. Such seniority shall be deferred until recalled to a regular position pursuant to Article 16(I)(2).

H. Reserve teachers shall be limited to the conditions of this Appendix when making a claim that there has been a violation, misinterpretation, or misapplication of the provisions set forth herein. Such claims shall be processed in accordance with the provisions of Article 26.

Appendix R does not apply to Head Start teachers.

APPENDIX S-1

Definition and Explanation of Seniority **Register**

1. Seniority shall be defined as uninterrupted (non-terminated) years of employment (service) with Flint Community Schools. Resignations shall be considered terminations, except when a teacher is rehired and there is no loss of service. Leaves of absence shall not be considered terminations, provided the employee returns to active employment within the designated leave periods as set forth in Article 18, Leaves of Absence. Employees accruing long-term disability benefits will be subject to the terms of the Extended Illness Leave.

2. Seniority does not accrue during leaves of absence as provided in Article 16 (layoff leave) and Article 18 (general leaves) except for Paid Personal Business Leave, Article 18(C), Religious Observance (Article 18(D), Jury Duty and Court Service, Article 18(E), and Sabbatical Leave, Article 18(I), wherein seniority does accrue. Seniority does accrue during short-term sick leave (personal sick days and sick bank days) as provided in Article 17. (See Appendix V, Leaves of Absence, No. 4).

3. Seniority does not accrue for employment in any school district other than Flint nor for employment in Flint outside of the teacher bargaining unit, except as an administrator (as defined in Article 18(L)(1).

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

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

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

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

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

4. Teachers teaching half time or more shall be given full seniority credit for the year or pro rata portion thereof. Teachers teaching less than half time shall not receive seniority credit unless said seniority was accrued and credited prior to September, 1979, or the effective date of this contract, whichever is later.

5. Seniority credit for military service shall accrue under the following conditions:

   a. Seniority for military service is required when a teacher was employed by the Flint Community Schools and then entered the armed forces, either on a voluntary or draft basis. Service with the armed forces prior to employment with the Flint schools would not count toward seniority in Flint.

   b. From September 28, 1951 through December 2, 1974, up to three years of seniority for military service subsequent to employment with the Flint Community Schools as set forth above must be granted in the Flint schools under State law.

   c. From December 2, 1974 through the present and continuing, up to four years of seniority for military service subsequent to employment with the Flint Community Schools as set forth above must be granted in the Flint schools under the 1974 federal law.

6. Relative to Article 17, Section N, for purposes of placing a person in the various groupings when they are between years, it is agreed that a teacher shall be placed in the lower category when they have one (1) through ninety-two (92) days work completed and in the higher category when they have ninety-three (93) through one hundred eighty-five (185) days of work completed.

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

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

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

Explanation of Seniority Register

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Head Start Teacher Seniority

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

a. Head Start teachers shall not appear on the K-12 seniority register, but shall have a seniority date on the Head Start seniority register representing years of employment in the Head Start program and a second date representing seniority in the UTF bargaining unit. One day of seniority shall be granted for each day of teaching in the Head Start program to a maximum of 185 days a year. Seniority in the UTF bargaining unit shall commence as of August 25, 1986.

A Head Start seniority register shall be published each year.

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

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

APPENDIX S-2

Adult Education Teacher Seniority

Definition and Explanation of Adult Education Teacher Seniority Register

1. For teachers teaching classes in the 1985-86 school year or thereafter, seniority shall be granted for all years of teaching in Flint in the adult education program from 1977-78 through 1980-81 on the basis of years of service. A creditable year of service shall be defined as any year in which an employee taught at least one class both semesters of the year, subject to the conditions of provisions three (3) and five (5) of this Appendix.

2. From the 1992-93 school year through the 1999-2000 school year, seniority for adult education shall be defined, as one (1) seniority unit equals fourteen (14) classes. No more than one seniority unit may be earned in any school year. Present seniority points will be transferred to the following system.

   a. One class equals 1/16 seniority unit.

   For adult education teachers, one class equals 60 hours. Seniority credit will be given an adult education teacher provided the teacher instructs the class and/or is covered by credited sick leave time for at least 45 of the 60 hours.

   For classes that meet for more than or less than 60 hours, the adult education teacher will receive the appropriate proportional share of 1/16 seniority unit.

   As to classes that may consist of less than or more than 60 instructional hours, the following shall apply:

   A class with 15 instructional hours shall equal one-quarter seniority point.

   A class with 30 instructional hours shall equal one-half seniority point.

   A class with 45 instructional hours shall equal three-quarters of a seniority point.

   A class with 60 instructional hours shall equal one seniority point.

   A class with 90 instructional hours shall equal one and one-half seniority points.

   A class with 240 instructional hours shall equal four seniority points.

   Any class with a number of instructional hours not fitting the above categories shall be credited on the basis of 15 hours equals' one-quarter point. Nothing less than fifteen (15) instructional hours shall count as a quarter point.

b. Sixty hours equals one class for the number of hours required for negotiate a new system). 1985-86 and after (unless there is a revision in a class, in which case the parties will meet to

c. Seniority for adult education as librarians, counselors, etc., point for the equivalent time of would be 60 hours of teachers holding non-classroom positions such shall be computed on the basis of one seniority teaching one class. (The equivalent of one class instruction.)

However, time spent by teachers and counselors counseling during the summer months (July and August) and prior to the commencement of the fall semester in September shall not count towards the accrual of credits for seniority or salary purposes. Time spent by teachers counseling during the year (e.g., during January) shall not count towards the accrual of credits for seniority or salary purposes. Any time spent by teachers holding counseling positions at the five high schools (Central, Northern, Northwestern Edison, Southwestern, and Skill Center) that is in addition to their regular week day evening assignments shall also not count towards the accrual of credits for seniority or salary purposes.

d. The teacher with the highest number of total seniority points is the most senior teacher.

3. Beginning the 2000-2001 school year, seniority for adult education shall be defined as one (1) seniority unit equals sixteen (16) classes. No more than one seniority unit may be earned in any school year. Present seniority points will be transferred to the following system.

4. For teachers teaching classes in the 1985-86 school year or thereafter, seniority shall be granted for all classes taught in the adult education program from the 1981-82 year forward on the basis of one class equals one seniority point. For teachers teaching classes in the 1985-86 school year or thereafter, each year of creditable service for 1977-78 through 1980-81 in the adult education program shall equal ten seniority points.

5. Starting with the 1985-86 school year, seniority for prior years shall be lost if a teacher does not teach at least one class each semester, unless the following applies:

a. The teacher is on a sick leave as provided in Article 17.

b. The teacher is on a leave of absence as provided for in Article 18.

c. The teacher is not offered a teaching position in the adult education program.

6. The issue of seniority for past years (total work time vs. class time) is as set forth in the provisions above. The only time for which seniority is accrued is time spent by teachers in direct instruction of student. Teachers on special assignment within the MAHS program shall accrue seniority. They may not, however, engage in the evaluation of MAHS teachers. In

establishing seniority credits for the year is defined as any year in which an semesters of a year. A creditable year 1981-82 and after, seniority points are class (a sixty-hour unit) equaling one classes prior to the fall of 1986, which was some inclusion of non-instructional June. The months July and August were Beginning with the fall of 1986, spent by teachers in direct instruction of years 1977-78 through 1980-81, a creditable employee taught at least one class both equaled ten seniority points. From the year awarded on the basis of classes taught, with one seniority point. In establishing the number of would be translated into seniority points, there service during the period of September through excluded from any and all calculations. seniority was awarded only on the basis of time students, except for the counselors assigned to the positions at the five high schools and the librarian. It is this formula with which the Board will evaluate all requests for seniority credit from the fall of 1986 and after.

7. Seniority does not accrue during leaves of absence as provided in Article 18 (general leave), except for Religious Observance, Article 18(D), and Jury Duty and Court Service, Article 18(E), wherein seniority does accrue.

   Seniority does accrue during short-term sick leave (paid personal sick time) as provided in Article 17.

8. Seniority does not accrue for employment in any school district other than Flint nor for employment in Flint outside of the teacher bargaining unit, except as an administrator (as defined in Article 18(L)(1).

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

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

   Persons in existing positions (other than administrative positions) outside of the teacher bargaining unit for which a teaching certificate is not now required shall not be granted

seniority in the teacher bargaining unit without mutual agreement between the Board and UTF.

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

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

9. Seniority credit for military service shall accrue under the following conditions:

   a. Seniority for military service is required when a teacher was employed by the Flint Community Schools and then entered the armed forces, either on a voluntary or draft basis. Service with the armed forces prior to employment with the Flint schools would not count toward seniority in Flint.

   b. From the 1977-78 year through the present and continuing, up to four years of seniority for military service subsequent to employment with the Flint Community Schools as set forth above must be granted in the Flint Schools under the 1974 federal law.

10. The MAHS office, working with the Office of Human Resources./Labor Relations, will prepare and deliver to the UTF a MAHS seniority register that reflects MAHS seniority through the second semester of the school year by May 15th.

Explanation of Seniority Register

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

1. Social Security number--your correct social security number
2. Department (Dept.)--no need to check this assignment column
3. Employee name--your correct name
4. Original date of hire--date of first hire in the Flint School District, beginning with 1977-78 or after.
5. Last employment date--when the person last returned to work
6. Seniority points--adult education teacher accumulated seniority points

Example No. 1. If a teacher had been teaching six classes each semester for the last five years, the teacher would have sixty (60) seniority points (six each semester for twelve a year times five years).

Example No. 2. If a teacher taught seven classes a semester for the last two years, the teacher would have 28 seniority points (seven each semester for 14 a year for two years equals 28).

Example No. 3. If a teacher taught four classes each semester for 1985-86, did not teach a year (1986-87) because he/she chose not to and was not on a leave of absence, taught four classes each semester for 1987-88, then the teacher would have eight seniority points (four each semester for 1987-88 times two semesters. The teacher would lose the 1985-86 points as he/she did not teach classes for 1986-87).

Example No. 4. If a teacher taught seven classes a semester from 1971-72 through 1978-79, and seven from 1981-82 through 1985-86, then the teacher would have 90 seniority points (10 points each year for two years, 1977-78 and 1978-79; 10 credits are given per year for years 1977-78 through 1980-81 and years prior to 1977 do not count; so 10 per year x 2 years [for 1977-78 and 1978-79] = 20; plus 14 per year for 5 years [1981-82 through 1985-86] = 14 x 5 = 70; 20 + 70 = 90 credits).

Example No. 5. If a teacher taught one class each semester for 1984-85 and 1985-86 and was not offered any classes for the 1986-87 year, he/she would have four seniority points when he/she began teaching again.

Salary Experience Steps vs. Seniority Points. Pay credit and seniority points may differ. Salary experience steps, subject to the terms of the Master Contract, are granted for teaching in another district (see Appendix B-1).

7. Certification (Cert.)

0=cert not required	4=sec permanent
1=ele provisional	5=life certificate
2=ele permanent	6=temporary permit
3=sec provisional	9=certification pending

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

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

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

APPENDIX T

Joint Educational Needs Committee

There shall be established a joint UTF/Board Educational Needs Committee. The committee membership shall be limited to eight (8) members. Four shall be UTF-appointed and four shall be Board-appointed. Fifty percent of each group shall be special education educators.

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

Specifically, the Educational Needs Committee shall:

1. Make recommendations concerning alternatives for children who do not qualify for special education services but who require additional support services to insure educational success;

2. Research problems and concerns and make recommendations concerning regular education and special education as they relate to one another;

3. Monitor and make recommendations for the ongoing inservice needs of regular education and special education teachers;

4. Study and make recommendations concerning the ratio of support staff to students and the delivery of services.

5. During the 1992-95 school years, the Joint Educational Needs Committee shall make recommendations concerning:

    a. The Code of Student Conduct.
    b. S/U grades for grades 1-3.
    c. Mainstreaming.
    d. Uniform grading scales.

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

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

APPENDIX U

Team Leader Positions

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

1. The team leader position is an extra-curricular position with pay as set forth in Appendix C-1.

2. It is understood that the position of team leader is in the teacher bargaining unit and employees occupying such positions will not be involved in the evaluation or discipline of teacher bargaining unit members.

3. Teachers in each school with team leaders may suggest names to the principal for consideration for appointment as team leader.

4. The team leader job description shall be as hereinafter provided.

TITLE: TEAM LEADER

QUALIFICATIONS:

Minimum of three years of successful teaching. Master's degree or progress toward one. Positive attitude toward curriculum improvement, research and development, and teacher education. Flexibility and inventiveness in the adaptation of methods, materials, and procedures. Ability to recognize and use the capabilities of the team personnel. Ability to maintain effective interaction with all personnel of the team, children and parents, the building principal, central office personnel, and other consultants and resource people from the community.

REPORTS TO: Building Principal

SUPERVISES: Student help, paraprofessionals, volunteers

TERMS OF EMPLOYMENT: Teacher basic salary plus differential

PERFORMANCE RESPONSIBILITIES:

1. Assumes leadership in developing, carrying out, and evaluating a program of education with the team, including objectives, materials, equipment, and activities. The team leader works closely with the team staff, the building principal, subject matter specialists, and others.

2. Coordinates the assessment of students' characteristics and progress with the team and the placement of students in appropriate activities. The team staff, building principal, and

central office personnel are also involved, including subject specialists, research consultant, social worker, and school psychologists.

3. Assumes leadership in initiating, establishing, and maintaining good home-school relations. The team staff, building principal, and other specialists contribute effectively to this area of concern.

4. Acts as liaison between the principal and team staff.

5. Meets with the team staff members to plan instruction and to enhance the understanding and direction of the educational program.

6. Keeps abreast of advances in subject areas, instructional materials, and other components of the educational program.

    a. Coordinates the introduction of novel instructional materials, measurement and evaluation tools and procedures, instructional methods, etc.

    b. Stimulates the invention of new instructional methods within the team.

    c. Keeps abreast of innovations throughout the school system, the state, and the nation through visits, conferences, and reading.

7. Coordinates the inservice training activities of the certified and noncertified personnel in the team whereby capabilities of the teachers and aides are identified and improved, and the teachers and aides learn to work effectively with each other.

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

APPENDIX V

Leaves of Absence

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

Article 18--Length of Leaves

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

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

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

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

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

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

(2) The teacher may elect another option, which is to begin the leave at the start of a year for the entire school year. Upon expiration of the school year, the teacher shall return or elect to renew the leave, upon proper notice to the Office of Human Resources/Labor Relations, for another complete school year at the end of the first year's leave. At the end of the second school year, the teacher shall return to active employment or resign his/her position.

Return rights from leave of absence in the instance of an Extended Illness are governed by Article 18(K)(3), (4), (5) and Article 16 (G) and (1) of the Master Teacher Contract.

Additionally, it is agreed that Article 18(N)(4) shall be interpreted as follows:

(1) Teachers on Extended Illness Leaves shall notify the Office of Human Resources/Labor Relations in writing of intent to renew their leave as soon as possible but no later than August 1.

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

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

Leave of Absence Form

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

Extended Illness:

a. ( ) remainder of this year.

b. ( ) entire school year of _____.

Parental or Adoptive:

a. ( ) remainder of this year.

b. ( ) entire school year of _____.

Detached Service:

a. ( ) remainder of this year.

b. ( ) entire school year of _____.

ARTICLE 18--Section A, Extended Illness

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

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

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

or

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

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

Additional Understanding and Clarifications:

1. A teacher need not apply for an Extended Illness Leave while using sick days (personal or Sick Bank). As the teacher is absent on a day-to-day or week-to-week basis for illness or disability and using personal sick days and/or Sick Bank days, the teacher does not need to complete a leave form nor take a leave of absence. The teacher simply follows the appropriate illness call-in procedure, turns in the appropriate medical statement (Article 17(E)), and sees that the Sick Bank forms are completed as needed for Sick Bank coverage.

2. A teacher that goes on LTD (long-term disability) insurance (after 45 working days) and that still has return rights under Article 17(N) resultant from seniority shall be placed on an Extended Illness Leave.

3. A teacher placed on Extended Illness Leave and who retains return rights pursuant to Article 17(N) shall be returned to active employment under the terms of said provision, notwithstanding the language of Article 18(A) of the Master Teacher Contract.

4. Pursuant to Appendix S, seniority does accumulate while teachers are using personal sick days and/or Sick Bank days. Once a teacher is placed on Extended Illness Leave, notwithstanding that the teacher may retain return rights under Article 17(N) resultant from seniority, seniority ceases to accumulate; except that a teacher who becomes eligible for LTD but continues to have accumulated sick days in accord with Appendix N, No. 2 will continue to accrue seniority for the period of the teacher's accumulated sick days.

5. With respect to the matter of fringe benefit coverage during illness or disability, Article 17(N) provides that full insurance protection (Article 17) and accrual of sick days continues during the time the teacher is covered by personal sick days and/or Sick Bank days. Similarly, retirement benefit credit (Article 19(A)(C)) for purposes of counting years of

service continues to accrue while a teacher is covered by personal sick days and/or Sick Bank days.

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

The exceptions are as follows:

a. Under Appendix N, No. 2, full insurance protection continues in effect when a teacher is on LTD through the period that normally would have been covered by the employee's accumulated sick leave had such sick days been utilized on a full-day basis during the period of disability. For example, if a teacher had 90 sick days at the beginning of his/her illness/disability, his/her full insurance protection would continue for the time the 90 sick days would cover, as if all the days could be used and there was no LTD at 45 days, or about four to five months (90 work days).

b. Medical insurance continues during the time the teacher is on Extended Illness Leave. (See Article 20(G)).

c. As a result of benefits contained in life and LTD insurance policies, said policies continue while the teacher is on LTD at no expense to the teacher.

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

6. Another question relates to salary step advancement credit while ill or disabled. Salary step advancement credit is as set forth in Article 10(J), which essentially requires that a teacher teach 50% plus one work day in a school year to receive credit for salary step advancement. Days covered by personal sick days and/or Sick Bank days are counted as part of for each day a teacher remains the work days. In other words, the teacher receives salary step advancement credit under Article 10(J) on District payroll. A teacher does not receive credit for salary step advancement due to the provisions of Article 17(N).

7. It is agreed that if a teacher has signed up for paying UTF dues or representation fees through payroll deduction, the District will continue the payroll deduction while the teacher is using sick days and/or Sick Bank days. In other words, as long as the employee remains on payroll, dues/fees will continue to be deducted from the paycheck for the UTF.

Moreover, all payroll deductions authorized by the teacher will continue while the teacher is being compensated under personal sick days and/or Sick Bank days. As with union dues or fees, as long as the employee remains on payroll, authorized deductions will continue. Examples would be credit union or United Way deductions.

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

APPENDIX W

EQUAL OPPORTUNITY FOR STUDENTS

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

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

APPENDIX X

Joint Paperwork Review Committee

There shall be established a joint UTF/Board Paperwork Review Committee. The Committee shall be composed of an equal number of representatives of the Board and UTF.

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

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

A. Paperwork to be considered is that which conforms to the following categories:

   1. Instructional--directly related to the instructional program.

   2. Communications--related to external and internal delivery of information.

   3. Administrative--required as a matter of procedure or record keeping.

B. Paperwork will be retained if it complies with one or more of the following standards:

   1. Useful to the teacher;

   2. Useful to the parent;

   3. Useful to the administration or District.

C. Useful paperwork will not be:

   1. Redundant or duplicative;

   2. Time consuming;

   3. Complicated.

D. Paperwork procedures and formats should (as much as is feasible) be systematic, uniform, and simple.

APPENDIX Y

Middle School Job Descriptions

TEAM LEADERS

The Board and UTF hereby agree to the following terms and conditions with respect to the position of team leader:

1. The team leader position is an extra-curricular position with pay as set forth in Appendix C.

2. The position of team leader is in the UTF bargaining unit and employees occupying such positions will not be involved in the evaluation or discipline of teacher bargaining unit members.

3. The team leader shall be selected by the team from among its members, subject to approval by the principal.

Qualifications: Minimum of three years of successful teaching.

Demonstrated leadership ability.

Strong human relations skills.

Demonstrated interest in the middle school philosophy.

Reports To: Building principal or his/her designee.

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

Performance Responsibilities:

1. Acts as the primary communication link between the team and the building administrator and counselors.

2. Coordinates appointments with parents, with students, with both parents and students, and with non-team teachers.

3. Schedules team meetings.

4. Acts as chairperson for all team meetings.

5. Is responsible for the keeping of accurate minutes and other records of team meetings, and reports same to the principal or his/her designee.

6. Coordinates the development of long-range team programs, goals, and objectives.

7. Distributes supplies to the team and prepares annual inventory of all equipment and materials for the team.

8. Makes recommendations regarding the budget and use of financial resources (e.g., supply requisitions) on behalf of the team.

MIDDLE SCHOOL TEAM RESPONSIBILITIES

The middle school team shall include among its responsibilities:

1. Designs a workable team schedule for approval by the principal.

2. Recommends to the principal variations (if any) in the use of team time.

3. Plans special team projects and/or activities, upon the approval of the principal.

4. Seeks solutions to student learning and/or behavioral problems through team discussion and action.

5. Makes use of resource personnel available to the team.

6. Schedules appropriate conferences with students and parents.

7. Redesigns student schedules as appropriate and with the approval of the principal.

8. Discusses on a regular basis all aspects of student progress with parents of those students assigned to the team.

9. Develops and implements a communication network between the home and the school which reinforces positive student work and/or behavior.

10. Utilizes team time periodically to meet with parents as a total educational team. This activity shall not replace individual teacher-parent conferences when requested by the parent.

MIDDLE SCHOOL COUNSELORS

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

1. Individual counseling upon referral by the team.

2. Small group counseling, as appropriate.

3. Feedback to the team about individual students.

4. Coordinate and help plan advisor/advisee period activities with the team.

5. Inservice of team members on advisor/advisee activities.

6. Liaison between team and special services, community resources and feeder schools.

7. Assistance with standardized group testing and test interpretation.

8. Preparation of data processing scheduling forms.

MIDDLE SCHOOL NON-TEAM TEACHER RESPONSIBILITIES

1. Attends and participates in some team meetings, on a rotating basis.

2. Communicates with individual team members on the progress of students and seeks solutions to learning and/or behavioral problems of students assigned to both the team and non-team teachers.

3. Interacts with team teachers in setting up interdisciplinary programs.

4. Works with advisor/advisee programs where appropriate to the building program.

5. Meets with parents, students, and parents and students together to discuss progress, goals, and problems.

6. Makes use of available resource personnel.

7. Develops and implements, in conjunction with the team, a communication network between the home and the school which reinforces positive student work and/or behavior. This activity shall not replace individual teacher-parent conferences when requested by the parent.

8. Develops new units or approaches to implement the Middle School "Goals and Objectives."

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

APPENDIX Z

Special Projects--Adult Education Program

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

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

1. Contract training projects involve a written agreement between the District and a client to provide specified educational services to a target audience within a specified time frame. The nature and specifications of the training to be provided are subject to approval by the client contracting for the services.

2. Contract training involves the delivering of educational services to a specific group of individuals who function as a third party in the project (the District and the corporate, company, or group client being the first two parties). District administrators customarily negotiate with representatives of the client (e.g., corporate trainers, attorneys, and/or personnel officers) to provide educational services to the third party, often a group of that client's employees.

3. The contracting client determines which individuals will receive the educational service, together with any and all special terms and conditions which may be attendant to the individual being eligible for the educational service to be rendered by the District.

4. The District, as a condition of its contract with the contracting client, must often provide certain service warranties, including: a specified level of course completion and attendance by eligible individuals; documentation of adherence to agreed program content; and assurances regarding a certain level of skill proficiency by eligible individuals upon completion of the project.

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

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

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

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

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

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

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

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

APPENDIX AA

Adult Education

Part-Time, Half-Time, and Full-Time

For MAHS, full-time shall be seven (7) classes, half-time shall be five to six (5-6) classes, fewer than five (5) classes shall be part-time per semester.

For salary and fringe benefit purposes, the following regulations shall apply:

1. Adult education teachers teaching one through four classes per semester shall be placed on the pay track designated part-time.

   Adult education teachers teaching five or more classes per semester shall be placed on the less than BA, BA, or MA pay tracks pursuant to the rules governing placement on the pay schedule.

2. Adult education teachers teaching seven classes or more per semester shall be eligible for full-time benefits, except that teachers who begin a fall semester with seven permanently assigned classes, pursuant to the provisions of Article 16(J), and who are involuntarily required to accept six classes in the second semester, will continue to be eligible for the full-time medical (Article 20(I)) and sick time provisions (Article 17(B)-(P)) for the remainder of the year.

   Teachers involuntarily assigned seven classes in the second semester must be assigned at least eight classes in the subsequent fall semester to retain their eligibility for the full-time benefits detailed herein. Teachers who are assigned seven classes or less in the fall semester and eight or more classes in the second semester shall not be eligible for benefits. This provision will not be interpreted to prevent a teacher from continuing medical coverage through payroll deduction.

3. Adult education teachers teaching five classes or more per semester, but less than seven, shall be considered half time for medical coverage (Article 20(I)), sick time provisions (Article 17, Sections B-P), and extended illness leave (Article 18(A&B)); except that teachers who begin a fall semester with five permanently assigned classes, pursuant to the provisions of Article 16(J), and who are involuntarily required to accept four classes in the second semester, will continue to be eligible for the benefits detailed in this provision for the remainder of the year.

   Teachers involuntarily assigned four classes in the second semester must be assigned at least five classes in the subsequent fall semester to retain their eligibility for the half-time benefits detailed herein. Teachers who are assigned four classes or less in the fall semester and five or more classes in the second semester shall not be eligible for benefits. This provision will not be interpreted to prevent a teacher from continuing medical coverage through payroll deduction.

4. Adult education teachers teaching at least five classes per semester shall be considered half-time for purposes of inservice and record time (Article 12(H) and (I)).

5. Adult education teachers teaching at least five classes per semester shall be considered half-time for purposes of Article 22, Appendix H-3, Appendix I (Teacher Evaluation); and Parental Leave (Article 18(F)), Detached Service Leave (Article 18(H)), and Study Leave (Article 18(J)).

6. The following is a summary of the above provisions:

Benefit	Half-Time	Full-Time	Contract References
Medical	5/5*	7/7**	Article 20, Section I
Sick Pay	5/5*	7/7**	Article 17, Sections P & Q
Return Rights	5/5*		Article 17, Section N
Guest Teaching	5/5*		Article 10, Section C(3)
Illness Leave	5/5*		Article 18, Section B
Inservice Day	5/5		Article 7, Section C
Records Day	5/5		Article 12, Section G Article 29, Section C
Pay Schedule	5/5		Appendix B-3
Leaves	5/5		Article 18, Sections A-K
Evaluation	5/5		Article 22, Section A

*Five (5) classes for second semester unless a teacher is involuntarily required to accept four (4) classes for the second semester pursuant to section three (3) above.

**Seven (7) classes for second semester unless a teacher is involuntarily required to accept six (6) classes for the second semester pursuant to section two (2) above.

APPENDIX AB-1

Assignment Preference Form

DATE_____

PLEASE CORRECT PERSONAL INFORMATION BELOW

S.S. #:_____
Name:

Address:

City & State:_____

Phone Nos:_____

Work:_____

THIS IS YOUR CURRENT SCHEDULE:

COURSE NUMBER/NAME	DAY	TIME	BLDG.	ROOM

1.____I will not be available for the fall/winter semester of ___ year.

2.____I will be available for the fall/winter semester of ___ year.

____A. I would like to continue my current schedule.

____ B. I would like to make the following changes:

_____Different class ____Different location

_____Different time ____Different day

Please explain your requested changes:

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

_____Morning 9:00 a.m. ___Afternoon 1:00 p.m. ___Evening 6:00 p.m.

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

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR COORDINATOR.

SIGNATURE_____ DATE

APPENDIX AB-2

Assignment Letter

Dear:

This is your official assignment for classes with Mott Adult High School during the_____ _____listed below:

COURSE NUMBER/NAME	DAY	TIME	BLDG.ROOM

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

If for any reason you will be unable to keep the assignment, please contact the Mott Adult High School Director immediately at 760-1101.

Sincerely,

MAHS Director

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

Signature_____ Date_____

Phone: Home_____ Work_____

APPENDIX AC

LEARNING IMPROVEMENT AND PROFESSIONAL DEVELOPMENT CHAIRPERSON

Duties and Responsibilities

If school improvement is going to be achieved, it will be demonstrated and measured in terms of student achievement. If student achievement is to be increased, it will happen in the classroom as a result of professional development. In that sense, then, school improvement and professional development are synonymous terms.

Learning Improvement Chairperson

Learning improvement is achieved when staff members focus on the success of all students and engage in inquiry and dialogue around issues of teaching and learning. This process is facilitated by shared decision-making and includes students, staff, parents, and community.

The Learning Improvement process enables schools to:

- Tailor educational resources to the needs of their particular students
- Achieve established local, state and national goals
- Collaborate with all stakeholders on the issues of teaching and learning

In the spring, each school will elect one person (who must receive a majority of the votes) to serve in a leadership role called the Learning Improvement Chairperson.

This person will, along with the professional development chairperson and principal, provide leadership for building staffs for the purpose of improving teaching and learning, student achievement, and building the infrastructure for continuous learning.

Learning Improvement Chairpersons are expected to:

- Chair the Learning Improvement (Shared Decision-Making) Committee for the building
- Gather data/information from all staff members and plan and develop the agenda for meetings
- Communicate with staff and facilitate meetings
- Serve as a document and/or and keep records for future reference
- Attend all zone and district meetings/inservices and report back to the full staff
- Attend all zone and district meetings/inservices and report back to the full staff
- Monitor and assist sub-committee activities
- Serve on the building professional development committee
- Write or oversee the school improvement plan
- Write or oversee the development of the annual report
- Be involved in the accreditation process(es)
- Attend summer inservices related to district initiatives
- Serve as liaison for students, staff, and community
- Assist in training their successor

Professional Development Chairperson

The Professional Development chairperson's job is one of the most important in the school. The chairperson is the link between the school building and the Professional Development Office and represents the needs of the building in the process of school improvement. The person who serves in this capacity should be an active, informed member of the school improvement/site-based management team of the school.

The professional development needs in a school should be identified through a needs assessment and will be a part of the school improvement plan. The "plan" should be on file in the Professional Development Office so that it can be used to develop long-range professional development.

Professional development programs should be based on findings from research, that:

- Are continuous and ongoing
- Are based on district, school, professional and personal goals, and needs
- Move orientation to awareness to implementation to mastery
- Are related to improving classroom instruction and climate
- Are coordinated with school improvement, curriculum services, and professional development
- Offer choices and expanded opportunities

Inservice chairpersons are expected to:

- Attend the two days of inservice per year
- Communicate with the Professional Development Office
- Disseminate information to staff in writing and at staff meetings
- Invite the coordinator/consultant/facilitator to a staff meeting or school improvement team meeting at least once during the year
- Chair the professional development committee
- Plan all professional development sessions such as:
  - Days prior to the start of students
- Human Relations (Half-day if the sub-committee makes plans for the morning only)
- Day in February for professional development/school planning

Plan workshops for buildings:

- Identify resource person/speaker and/or needs
- Contact coordinator or consultant to discuss needs and contract
- Find a place and make all necessary arrangements
- Send a confirmation to the resource person providing details such as location, directions, objectives, audience, numbers of participants, time, lunch, etc.
- Communicate with staff (in writing--a flyer with details is always helpful)
- Arrive early to assist in site set up
- Introduce the speaker at the session
- Send speaker a "thank you" note after the workshop
- Distribute and collect evaluation forms at the site
- Complete the professional development form
- Compile, summarize, the evaluations and share appropriately

Human Relations Day

- Share information from the committee with total staff at a staff meeting
- Attend the inservice
- Volunteer to help on the day of the inservice
- Invite staff to evaluate the session

APPENDIX AD

Memorandum of Understanding
Between The
United Teachers of Flint, Inc.
And The
School District of the City of Flint

Elementary Report Card

In accord with the understanding reached between representatives of the School District of the City of Flint and the United Teachers of Flint, Inc., through the negotiation process for the successor Master Teacher Contract to the 1995-2000 Collective Bargaining Agreement, regarding the elementary report card to be used during the 2000-2001 school year, it has been agreed that:

1. For the 2000-2001 school year the report card in use at Manley Community School for the 1999-2000 school year shall be used, as modified by the parties, at all elementary schools in the School District of the City of Flint.

2. This card shall remain in use in the District's elementary schools while a joint District/UTF committee develops a new report card that is standards based for use in all District elementary schools upon adoption.

3. The District and the UTF agree that the FBE/UTF Joint Labor Management Committee shall review any proposed standards based report card and shall adopt such necessary agreements to facilitate implementation of the card.

It is understood that this Memorandum of Understanding constitutes the understanding and agreement reached by the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Teacher Contract and/or policies and procedures of the School District of the City of Flint and/or the United Teachers of Flint, Inc.

Brian C. Veenhuis, Executive Director For the Union	Kendall B. Williams, Esq. For the Board of Education
Dated:_____	Dated:_____

APPENDIX AE

Memorandum of Understanding
Between The
United Teachers of Flint, Inc.
And The
School District of the City of Flint

Negotiation Process

In accord with the understanding reached between representatives of the School District of the City of Flint and the United Teachers of Flint, Inc., through the negotiation process for the successor Master Teacher Contract to the 1995-2000 Collective Bargaining Agreement, it has been agreed that:

1. A joint UTF/FBE committee comprised of representatives of the main table bargaining teams will meet following the Fall 2000 student count day to discuss and resolve the economic issues that remain for Mott Adult High School staff which shall be effective on a date mutually agreed to by the parties.

2. Those issues include additional professional development and planning, additional Personal Business day, paid retirement benefits under Article 19, sabbaticals, additional sick and emergency leave time, longevity pay and a determination of the salary schedule for MAHS teaching staff.

3. Agreements reached on these issues will be submitted to the UTF/FBE JLM for approval and, if required, to the Flint Board of Education and the membership of the UTF for formal ratification.

It is understood that this Memorandum of Understanding constitutes the understanding and agreement reached by the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Teacher Contract and/or policies and procedures of the School District of the City of Flint and/or the United Teachers of Flint, Inc.

Brian C. Veenhuis, Executive Director For the Union	Kendall B. Williams, Esq. For the Board of Education
Dated:_____	Dated:_____

APPENDIX AF

Memorandum of Understanding
Between The
United Teachers of Flint, Inc.
And The
School District of the City of Flint

UTF/FBE Joint Labor Management Committee Issues

In accord with the understanding reached between representatives of the School District of the City of Flint and the United Teachers of Flint, Inc., through the negotiation process for the successor Master Teacher Contract to the 1995-2000 Collective Bargaining Agreement, it has been agreed that the following issues are referred to the UTF/FBE Joint Labor Management Committee:

1. Article 14(R) - Professional Dress;

2. Relationship of a teacher to the parapro(s) assigned to them (re: supervision and participation in evaluation of parapro(s);

3. Right of UTF to appoint all teacher representatives to District-wide committees;

4. The development of a common IDP form to be used with probationary and tenure teachers rated unsatisfactory;

5. Review of the possible use of the developed IDP form for all teachers on an annual basis.

It is understood that this Memorandum of Understanding constitutes the understanding and agreement reached by the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Teacher Contract and/or policies and procedures of the School District of the City of Flint and/or the United Teachers of Flint, Inc.

Brian C. Veenhuis, Executive Director For the Union	Kendall B. Williams, Esq. For the Board of Education
Dated:_____	Dated:_____

APPENDIX AG

Memorandum of Understanding
Between The
Board of Education of The City of Flint
And The
United Teachers of Flint, Inc.

Educator's Collaborative

During the negotiations for a new Master Teacher Contract, the District and the Union discussed the concept of an Educator's Collaborative. The Educator's Collaborative is a combined effort of the District and the Union to advance the teaching profession, enhance the work of all members of learning communities, as well as those members who will be going into learning communities, and to facilitate the successful implementation of a standards-based learning system which will increase the academic achievement of each student.

The three fundamental purposes are:

1. To assure that employees have the high quality learning necessary to meet the challenges of a standards-based education system;

2. To provide the necessary guidance to the education system, its partners and others who would provide professional development or support for employees and to serve as a body for judging the quality of those who propose such learning opportunities; and

3. To serve as a forum for the deliberation of ideas and issues related to the advancement of the education profession in the district and to provide a basis for making formal judgments about the pursuit of strategies to improve learning and teaching in the district.

It is understood that this Memorandum of Understanding constitutes the entire understanding and agreement reached by the parties with respect to this matter and is not precedent setting as to the Master Teacher Contract or the policies of the Flint Board of Education or the United Teachers of Flint, Inc.

Dated:_____ Dated:_____

_____ _____

For the Union For the Board of Education

APPENDIX AH

Memorandum of Understanding
Between The
United Teachers of Flint, Inc.
And The
School District of the City of Flint

Professional Development

In accord with the understanding reached between representatives of the School District of the City of Flint and the United Teachers of Flint, Inc., through the negotiation process for the successor Master Teacher Contract to the 1995-2000 Collective Bargaining Agreement, regarding the effect of MCLA 380.1527 on the District's professional development, it has been agreed that:

> The parties agree that they will meet within one week of the adoption of the Rules and Regulations by the Michigan Department of Education relating to the MCLA 380.1527, to negotiate the application, if any, of such statute to the District's Professional Development Training program for the 2000-2001 and 2001-2002 school years.

It is understood that this Memorandum of Understanding constitutes the understanding and agreement reached by the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Teacher Contract and/or policies and procedures of the Board and/or the United Teachers of Flint, Inc.

Brian C. Veenhuis, Executive Director For the Union	Kendall B. Williams, Esq. For the Board of Education
Dated:_____	Dated:_____

APPENDIX D-1

Flint Community Schools
K-12 Teacher
2002-2003 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
AUGUST (4)	~~1 2~> ~~5 6 7 8 9~> ~~12 13 14 15 16~> ~~19~> 26 27 28 29 ~~30~>	20 Teacher's Report 21 Teacher Work Day 22 Prof.Dev.Day 23 Prof.Dev.Day 26 Students Begin 30 District Closed		8
SEPTEMBER (19)	3 4 5 6 9 10 11 12 13 16 17 19 20 23 24 25 26 27 30	18 Prof.Dev.Day	2 Labor Day	21
OCTOBER (22)	1 2 3 4 7 8 9 10 11 14 15 17 18 21 22 23 24 25 28 29 30 31	16 Prof.Dev.Day		23
NOVEMBER (18)	1 4 5 6 7 8 11 12 13 14 15 18 19 21 22 25 26 27	20 Prof.Dev.Day	28 Thanksgiving 29	21
DECEMBER (15)	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 ~~23~> ~~26 27~> ~~30 31~>		24 Christmas Eve 25 Christmas Day	17
JANUARY (18)	~~2 3~> 6 7 8 9 10 13 14 15 16 17 21 22 23 27 28 29 30 31	21 Exams* 22 Exams* 23 Exams* 24 Record's Day	1 New Year's Day 20 Martin Luther King, Jr. Day	21

APPENDIX D-1

Flint Community Schools
K-12 Teacher
2002-2003 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
FEBRUARY (18)	3 4 5 6 7 10 11 12 13 ~~14~~ 18 19 20 21 24 25 26 27 28		14 Winter Break 17	19
MARCH (20)	3 4 5 6 7 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	10 Human Relations Day		21
APRIL (16)	1 2 3 4 7 8 9 10 11 14 15 16 17 ~~21 22 23 24 25~~ 28 29 30		18 Good Friday	17
MAY (21)	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 27 28 29 30		26 Memorial Day	22
JUNE (9)	2 3 4 5 6 9 10 11 12 ~~16 17 18 19 20~~ ~~23 24 25 26 27~~ ~~30~~	10 Exams** 11 Exams** 12 Exams** 13 Record's Day		10
(180)		(10)	(11)	(200)

Assumes school day of 372 minutes/day
"Site-based decision making" for use of six minutes planning time in elementary schools.

* Indicates 3 days for high school students
** Indicates 3 days for high school and middle school students.

MJH-Labor Relations
Revised, 09/04/02

APPENDIX D-2

Flint Community Schools
K-12 Teacher
2003-2004 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
AUGUST (4)	25 26 27 28 ~~29~~	19 Teacher's Report 20 Teacher Work Day 21 Prof.Dev.Day 22 Prof.Dev.Day 25 Students Begin 29 District Closed		8
SEPTEMBER (20)	2 3 4 5 8 9 10 11 12 15 16 18 19 22 23 24 25 26 29 30	17 Prof.Dev.Day	1 Labor Day	22
OCTOBER (22)	1 2 3 6 7 8 9 10 13 14 16 17 20 21 22 23 24 27 28 29 30 31	15 Prof.Dev.Day		23
NOVEMBER (17)	3 4 5 6 7 10 11 12 13 14 17 18 20 21 24 25 26	19 Prof.Dev.Day	27 Thanksgiving 28	20
DECEMBER (15)	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 ~~22 23~~ ~~26~~ ~~29 30 31~~		24 Christmas Eve 25 Christmas Day	17
JANUARY (18)	~~2~~ 5 6 7 8 9 12 13 14 15 16 20 21 22 26 27 28 29 30	20 Exams* 21 Exams* 22 Exams* 23 Record's Day	1 New Year's Day 19 Martin Luther King, Jr. Day	21

APPENDIX D-2

Flint Community Schools

K-12 Teacher
2003-2004 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
FEBRUARY (18)	2 3 4 5 6 9 10 11 12 ~~13~~ 17 18 19 20 23 24 25 26 27		13 Winter Break 16	19
MARCH (22)	1 2 3 4 5 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	8 Human Relations Day		23
APRIL (16)	1 2 5 6 7 8 ~~12 13 14 15 16~~ 19 20 21 22 23 26 27 28 29 30		9 Good Friday	17
MAY (20)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28		31 Memorial Day	21
JUNE (8)	1 2 3 4 7 8 9 10	8 Exams** 9 Exams** 10 Exams** 11 Record's Day		9
(180)		(10)	(10)	(200)

Assumes school day of 372 minutes/day
"Site-based decision making" for use of six minutes planning time in elementary schools.

* Indicates 3 days for high school students

** Indicates 3 days for high school and middle school students

APPENDIX D-3

Flint Community Schools
K-12 Teacher
2004-2005 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
AUGUST (2)	30 31	24 Teacher's Report 25 Teacher Work Day 26 Prof.Dev.Day 27 Prof.Dev.Day 30 Students Begin		6
SEPTEMBER (20)	1 2 3 7 8 9 10 13 14 16 17 20 21 22 23 24 27 28 29 30	15 Prof.Dev.Day	6 Labor Day	22
OCTOBER (20)	1 4 5 6 7 8 11 12 13 14 15 18 19 21 22 25 26 27 28 29	20 Prof.Dev.Day		21
NOVEMBER (19)	1 2 3 4 5 8 9 10 11 12 15 16 18 19 22 23 24 29 30	17 Prof.Dev.Day	25 Thanksgiving 26	22
DECEMBER (16)	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 ~~23~~ ~~28 29 30~~		24 Christmas Eve 27 31 New Year's Day	19
JANUARY (19)	3 4 5 6 7 10 11 12 13 14 18 19 20 24 25 26 27 28 31	18 Exams* 19 Exams* 20 Exams* 21 Record's Day	17 Martin Luther King, Jr. Day	21

APPENDIX D-3

Flint Community Schools

K-12 Teacher
2004-2005 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
FEBRUARY	1 2 3 4		21 Winter Break	20
(19)	7 8 9 10 11			
	14 15 16 17 18			
	22 23 24 25			
	28			
MARCH	1 2 3 4	7 Human Relations	25 Good Friday	19
(17)	8 9 10 11	Day		
	14 15 16 17 18			
	21 22 23 24			
	~~28 29 30 31~~			
APRIL	~~1~~			20
(20)	4 5 6 7 8			
	11 12 13 14 15			
	18 19 20 21 22			
	25 26 27 28 29			
MAY	2 3 4 5 6		30 Memorial Day	22
(21)	9 10 11 12 13			
	16 17 18 19 20			
	23 24 25 26 27			
	31			
JUNE	1 2 3			8
(7)	6 7 8 9	7 Exams**		
	13 14 15 16 17	8 Exams**		
	20 21 22 23 24	9 Exams**		
	26 27 28 29 30	10 Record's Day		
(180)		(10)	(10)	(200)

Assumes school day of 372 minutes/day
"Site-based decision making" for use of six minutes planning time in elementary schools.

* Indicates 3 days for high school students
** Indicates 3 days for high school and middle school students.

APPENDIX D-4

Flint Community Schools
Manley
2002-2003 Calendar

Month	Instruction Days	Teacher Work Days	Holidays/Breaks	Total
AUGUST (17)	7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 ~~30~~	1 Teacher's Report 2 Teacher Work Day 5 Prof.Dev.Day 6 Prof.Dev.Day 7 Students Begin 30 No School-Mandated		21
SEPTEMBER (19)	3 4 5 6 9 10 11 12 13 16 17 19 20 23 24 25 26 27 30	18 Prof.Dev.Day	2 Labor Day	21
OCTOBER (17)	1 2 3 4 7 8 9 10[11] ~~14 15 16 17 18~~ 21 22 24 25 28 29 30 31	23 Prof.Dev.Day		18
NOVEMBER (18)	1 4 5 6 7 8 11 12 13 14 15 18 19 21 22 25 26 27	20 Prof.Dev.Day	28 Thanksgiving 29	21
DECEMBER (15)	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 ~~23~~ ~~26 27~~ ~~30 31~~		24 Christmas Eve 25 Christmas Day	17
JANUARY (18)	~~2 3~~ 6 7 8 9 [] 13 14 15 16 17 21 22 23 24 27 28 29 30 31	10 Record's Day	1 New Year's Day 20 Martin Luther King, Jr. Day	21

MJH-Labor Relations

Revised, 09/04/02

APPENDIX D-4

Flint Community Schools
Manley
2002-2003 Calendar

Month	Instruction Days	Teacher Work Days	Holidays/Breaks	Total
FEBRUARY (15)	3 4 5 6 7 10 11 12 13 14 ~~18 19 20 21~~ 24 25 26 27 28		17 Winter Break	16
MARCH (20)	3 4 5 6 7 11 12 13 14 17 18 19 20 21 24 25 26 27[28] 31	10 Human Relations Day		21
APRIL (12)	1 2 3 4 7 8 9 10 11 ~~14 15 16 17~~ ~~21 22 23 24 25~~ 28 29 30		18 Good Friday	13
MAY (21)	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 27 28 29 30		26 Memorial Day	22
JUNE (8)	2 3 4 5 6 9 10 11 [] ~~13~~ ~~16 17 18 19 20~~ 23 24 25 26 27 ~~30~~	12 Record's Day		9
(180)		(10)	(10)	(200)

Assumes school day of 372 minutes/day
"Site-based decision making" for use of six minutes planning time in elementary schools.

[ ] Marking Period
— Students not in attendance

APPENDIX D-5

Flint Community Schools
Manley
2003-2004 Calendar

Month	Instruction Days	Teacher Work Days	Holidays/Breaks	Total
AUGUST (17)	6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 ~~29~~	31 Teacher's Report 1 Teacher Work Day 4 Prof.Dev.Day 5 Prof.Dev.Day 6 Students Begin 29 District Closed		21
SEPTEMBER (20)	2 3 4 5 8 9 10 11 12 15 16 18 19 22 23 24 25 26 29 30	17 Prof.Dev.Day	1 Labor Day	22
OCTOBER (17)	1 2 3 6 7 8 9[10] ~~13 14 15 16 17~~ 20 21 23 24 27 28 29 30 31	22 Prof.Dev.Day		18
NOVEMBER (17)	3 4 5 6 7 10 11 12 13 14 17 18 20 21 24 25 26	19 Prof.Dev.Day	27 Thanksgiving 28	20
DECEMBER (15)	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 ~~22 23~~ ~~26~~ ~~29 30 31~~		22 Holiday Break 31	17
JANUARY (18)	~~2~~ 5 6 7 8 [] 12 13 14 15 16 20 21 22 23 26 27 28 29 30	9 Record's Day	1 New Year's Day 19 Martin Luther King, Jr. Day	21

APPENDIX D-5

Flint Community Schools

Manley
2003-2004 Calendar

Month	Instruction Days	Teacher Work Days	Holidays/Breaks	Total
FEBRUARY (15)	2 3 4 5 6 9 10 11 12 13 ~~17 18 19 20~~ 23 24 25 26 27		16 Winter Break	16
MARCH (22)	1 2 3 4 5 9 10 11 12 15 16 17 18 19 22 23 24 25[26] 29 30 31	8 Human Relations Day		23
APRIL (12)	1 2 ~~5 6 7 8~~ ~~12 13 14 15 16~~ 19 20 21 22 23 26 27 28 29 30		9 Good Friday	13
MAY (20)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28		31 Memorial Day	21
JUNE (7)	1 2 3 4 7 8 9 ~~11~~ ~~21 22 23 24 25~~ ~~28 29 30~~	10 Record's Day		8
(180)		(10)	(10)	(200)

Assumes school day of 372 minutes/day
"Site-based decision making" for use of six minutes planning time in elementary schools.

[ ] Marking Period
— Students not in attendance

APPENDIX D-6

Flint Community Schools
Manley
2004-2005 Calendar

Month	Instruction Days	Teacher Work Days	Holidays/Breaks	Total
AUGUST (19)	5 6 9 10 11 12 13 16 17 18 19 20 23 25 25 26 27 30 31	30 Teacher's Report 2 Teacher Work Day 3 Prof.Dev.Day 4 Prof.Dev.Day 5 Students Begin		23
SEPTEMBER (20)	1 2 ~~3~~ 7 8 9 10 13 14 16 17 20 21 22 23 24 27 28 29 30	15 Prof.Dev.Day	6 Labor Day	22
OCTOBER (15)	1 4 5 6 7 [8] 11 12 13 14 15 ~~18 19 20 21 22~~ 25 26 28 29	27 Prof.Dev.Day		16
NOVEMBER (19)	1 2 3 4 5 8 9 10 11 12 15 16 18 19 22 23 24 29 30	17 Prof.Dev.Day	25 Thanksgiving 26	22
DECEMBER (13)	1 2 3 6 7 8 9 10 13 14 15 16 17 ~~20 21 22 23~~ ~~28 29 30~~		24 Christmas Eve 27 Paid Holiday 31 New Year's Day	16
JANUARY (19)	3 4 5 6 [] 10 11 12 13 14 18 19 20 21 24 25 26 27 28 31	7 Record's Day	17 Martin Luther King, Jr. Day	21

APPENDIX D-6

Flint Community Schools

Manley
2004-2005 Calendar

Month	Instruction Days	Teacher Work Days	Holidays/Breaks	Total
FEBRUARY (15)	1 2 3 4 7 8 9 10 11 14 15 16 17 18 ~~22 23 24 25~~ 28		21 Winter Break	16
MARCH (17)	1 2 3 4 8 9 10 11 14 15 16 17[18] 21 22 23 24 ~~28 29 30 31~~	7 Human Relations Day	25 Good Friday	19
APRIL (15)	~~1~~ ~~4 5 6 7 8~~ 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29			15
MAY (21)	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 31		30 Memorial Day	22
JUNE (7)	1 2 3 6 7 8 9 ~~13 14 15 16 17~~ ~~20 21 22 23 24~~ ~~27 28 29 30~~	10 Record's Day		8
(180)		(10)	(10)	(200)

Assumes school day of 372 minutes/day
"Site-based decision making" for use of six minutes planning time in elementary schools.

[ ] Marking Period
— Students not in attendance

APPENDIX D-7

MOTT ADULT HIGH SCHOOL
K-12 Teacher
2002-2003 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
AUGUST (0)	~~1 2~~ ~~5 6 7 8 9~~ ~~12 13 14 15 16~~ ~~19 20 21 22 23~~ ~~26 27 28 29 30~~	30 District Closed		0
SEPTEMBER (16)	9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	5 Orientation-AM 5 Prof.Dev.Day-PM 6 Teachers Work Day 9 Students Begin	2 Labor Day	18
OCTOBER (23)	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	25 Prof.Dev.Day-PM		23
NOVEMBER (19)	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27		28 Thanksgiving 29	19
DECEMBER (15)	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 ~~23~~ ~~26 27~~ ~~30 31~~		24 Christmas Eve 25 Christmas Day	15
JANUARY (17)	~~2 3~~ 6 7 8 9 10 13 14 15 16 17 21 22 23 24 27 28 29 ~~31~~	29 Semester End 30 Record's Day	1 New Year's Day 20 Martin Luther King, Jr. Day 30-31 Sem. Break	18

APPENDIX D-7

MOTT ADULT HIGH SCHOOL
K-12 Teacher
2002-2003 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
FEBRUARY (20)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	3 Students Begin 28 Prof.Dev.Day-PM		20
MARCH (20)	3 4 5 6 7 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	10 Human Relations Day		21
APRIL (16)	1 2 3 4 7 8 9 10 11 14 15 16 17 ~~21 22 23 24 25~~ 28 29 30	4 Prov.Dev.Day-PM	18 Good Friday 21-25 Spring Break	16
MAY (21)	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 27 28 29 30		26 Memorial Day	21
JUNE (13)	2 3 4 5 6 9 10 11 12 13 16 17 18 ~~20~~ ~~23 24 25 26 27~~ ~~30~~	19 Record's Day		14
(180)		(10)	(11)	(185)

MJH-Labor Relations
Revised, 09/18/02

APPENDIX D-8

MOTT ADULT HIGH SCHOOL
K-12 Teacher
2003-2004 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
AUGUST (0)	~~1~~ ~~4 5 6 7 8~~ ~~11 12 13 14 15~~ ~~18 19 20 21 22~~ ~~25 26 27 28 29~~			0
SEPTEMBER (17)	~~2 3~~ 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	4 Prof.Dev.Day-PM 4 Orientation-PD 5 Teachers Report 8 Students Begin	1 Labor Day	19
OCTOBER (23)	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	10 Prof.Dev.Day-PM		23
NOVEMBER (18)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26		27 Thanksgiving 28	18
DECEMBER (15)	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 ~~22 23~~ ~~26~~ ~~29 30 31~~		24 Christmas Eve 25 Christmas Day	15
JANUARY (17)	~~2~~ 5 6 7 8 9 12 13 14 15 16 20 21 22 23 26 27 28 ~~30~~	29 Record's Day 30 No School	1 New Year's Day 19 Martin Luther King, Jr. Day	18

APPENDIX D-8

MOTT ADULT HIGH SCHOOL
K-12 Teacher
2003-2004 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
FEBRUARY (20)	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27	27 Prof.Dev.Day-PM		20
MARCH (22)	1 2 3 4 5 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	8 Human Relations Day 8 Prof.Dev.Day-PM 26 Prof.Dev.Day-PM		23
APRIL (16)	1 2 5 6 7 8 ~~9~~ ~~12 13 14 15 16~~ 19 20 21 22 23 26 27 28 29 30		9-16 Spring Break	16
MAY (20)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28		31 Memorial Day	20
JUNE (12)	1 2 3 4 7 8 9 10 11 14 15 16 ~~18~~ ~~21 22 23 24 25~~ ~~28 29 30~~	17 Record's Day		13
(180)		(10)	(10)	(185)

APPENDIX D-9

MOTT ADULT HIGH SCHOOL
K-12 Teacher
2004-2005 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
AUGUST (0)	~~2 3 4 5 6~~ ~~9 10 11 12 13~~ ~~16 17 18 19 20~~ ~~23 24 25 26 27~~ ~~30 31~~			0
SEPTEMBER (18)	7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	1 Orientation-AM 1 Prof.Dev.Day-PM 2 Teachers Report 7 Students Begin	3 Pre-Labor Day 6 Labor Day	20
OCTOBER (21)	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	22 Prof.Dev.Day-PM		21
NOVEMBER (20)	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 29 30		25 Thanksgiving 26	20
DECEMBER (16)	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 ~~23~~ ~~28 29 30 31~~		24 Christmas Eve 27	16
JANUARY (16)	3 4 5 6 7 10 11 12 13 14 18 19 20 21 24 ~~26 27 28~~ 31	24 Sem. Begins 25 Record's Day 31 Sem. Ends	17 Martin Luther King, Jr. Day 26-28 No School	17

APPENDIX D-9

MOTT ADULT HIGH SCHOOL
K-12 Teacher
2004-2005 Calendar

Month	Instruction Days	Teacher Work Days	Paid Holidays	Total
FEBRUARY	1 2 3 4			20
(20)	7 8 9 10 11			
	14 15 16 17 18			
	21 22 23 24 25			
	28			
MARCH	1 2 3 4	7 Human Relations	25 Good Friday	18
(17)	8 9 10 11	7 Prof.Dev.Day-PM	25-31 Holiday	
	14 15 16 17 18	12 Prof.Dev.Day-PM	Break	
	21 22 23 24			
	~~28 29 30 31~~			
APRIL	~~1~~	15 Prof.Dev.Day-PM	1 Spring Break	20
(20)	4 5 6 7 8			
	11 12 13 14 15			
	18 19 20 21 22			
	25 26 27 28 29			
MAY	2 3 4 5 6	6 Prof.Dev.Day-PM	30 Memorial Day	21
(21)	9 10 11 12 13			
	16 17 18 19 20			
	23 24 25 26 27			
	31			
JUNE	1 2 3	16 Record's Day		12
(11)	6 7 8 9 10			
	13 14 15 ~~17~~			
	~~20 21 22 23 24~~			
	~~26 27 28 29 30~~			
(180)		(10)	(10)	(185)

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