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michigan and the
united teachers
of flint 9-1-73...8-31-75

*Staff Personnel Services
Flint Community Schools*

*923 E. Kearsley Street
Flint, MI 48602*

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
UNITED TEACHERS OF FLINT
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AGREEMENT BETWEEN

BOARD OF EDUCATION OF THE CITY OF FLINT

AND

UNITED TEACHERS OF FLINT

THIS AGREEMENT entered into this First day of September, 1973, by and between the BOARD OF EDUCATION OF THE CITY OF FLINT, hereinafter called the "Board," and the UNITED TEACHERS OF FLINT, 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 children 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, to bargain in good faith with respect to hours, wages, terms and conditions of employment of Board Personnel being fully described in Article I 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 I.

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.

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 term "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 II.

Teacher, UTF and Board 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 Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.
- C. 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. 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.
- D. 1. In each school year during the term of this contract, fourteen (14) days shall be provided for UTF elected officers or committee chairpersons for the purpose of attending state or national level meetings. There shall be no deduction from salaries, provided that the UTF shall pay for the cost of any necessary substitutes. No release time shall be granted unless the UTF notifies the Personnel Office 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 nor more than one (1) year 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 were actively employed by the Board during the leave for the purpose of placement on the salary schedule.
- E. 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.

- F. 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.

ARTICLE III.

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, as an equivalent fee, an amount equal to the membership dues of the UTF (which dues shall include the dues of the Michigan Education Association and the National Education Association).

- 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 & NEA) or pay said equivalent fee 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 Board an assignment authorizing the deduction of said dues or equivalent 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.
- D. Upon presentation of the assignment to the business office of the Board, deductions shall be made for dues or equivalent fees in ten (10) 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 ten (10) multiplied by 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 equivalent fee, 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 equivalent fee.

- E. In the event that a teacher fails to pay the membership dues or equivalent fee, the Board shall cause the termination of the employment of said teacher as of the end of the school year in which said failure occurs. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article shall constitute reasonable and just cause for discharge.
1. The procedure in all cases of discharge 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 discharge 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 termination of the teacher's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charges.
 - c. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges. All such hearings shall be governed by the provisions of Article XXII, C. and D. of this Agreement. In the event of compliance at any time prior to discharge, charges may be withdrawn.
- 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 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 Personnel Office 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 equivalent fees. With respect to all sums deducted by the Board pursuant to authorization of the employees, whether for membership dues or equivalent fees, the Board agrees, within fifteen (15) days after the end of the month in which deductions are made to remit to the UTF that portion allocated to the UTF and to remit the balance to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, 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 D3 and Paragraph E of this Article, and the defense of actions taken against the Board before any court or administrative agency.

ARTICLE IV.

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an open atmosphere which is free from artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Teachers recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study. 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 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 activities shall not impair his effectiveness as a teacher or disrupt the educational process.
- C. School officials shall not discriminate in any manner against teachers on the basis of race, color, religion, national origin, or sex.

ARTICLE V.

Human Relations

Whereas, the Board and UTF are mutually committed to the human rights and dignities of all and to policies and programs of racial integration and desegregation as being necessary to good government, good education and good management; and

Whereas, the parties of this Agreement are mutually committed to the necessity of equal educational opportunity for all pupils in the Flint schools with no exclusion from any program on the basis of race, religion, creed, or social status:

1. The UTF agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, or national origin, and to represent fairly all teachers subject to the terms of this Agreement.
2. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, or sex in hiring, placement, and assignment of personnel covered under terms of this Agreement.
3. The Board shall make all reasonable efforts to recruit minority group members for employment in the schools.

To implement this effort the Board will adopt the following procedures:

1. The Board shall regularly communicate with institutions training substantial numbers of minority group members for the teaching profession.
2. Campus visits for the purpose of recruiting will be scheduled when it would appear that such visitations will result in successful recruiting. Such visitations may be cancelled when there are an insufficient number of teaching candidates who have scheduled interviews.
3. The parties recognize that teachers shall be an integral part of the recruiting effort. Teachers shall participate in recruiting trips when practicable. Teachers participating in recruiting trips shall be selected by the Personnel Office. The Personnel Office shall give the UTF the names of teachers selected.
4. Teacher "search" operations shall be used when such use would result in successful recruiting.

5. Recommendation of potential teaching candidates by the UTF, MEA and NEA and by community leaders and community organizations are desired and will be given careful consideration.

Additional multi-ethnic concerns are covered in Article XX.

6. Human Relations Inservice

- a. There shall be two (2) inservice days of Human Relations which shall be set forth in the calendar. Attendance at all Human Relations Inservice days shall be mandatory.
- b. 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 origin and socio-economic status.

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 stereotype ideas
- 6) Value clarification
- 7) Increasing understanding of cultural differences
- 8) Increasing intra-staff cohesiveness
- 9) Increasing understanding of the exceptional child

- c. Each school will have a Human Relations chairperson elected by the professional staff at a staff meeting at the beginning of the school year. These chairpersons shall be involved in the planning of the Human Relations Inservice days.
- d. There shall be a two-day Human Relations training and planning workshop for all Human Relations Chairpersons. One of the training sessions shall be held on a school day during which the chairperson shall be released from teaching duties with pay and one of the training sessions shall be held on a non-work day for which the chairperson shall not be paid. During this workshop experience, the Human Relations Chairpersons shall select a council of two (2) persons from K-3, 4-6, 7-9, 10-12 and join with two (2) representatives from the Inservice Department of the Flint School System to design a format for Human Relations Inservice Programs in the schools. Such Human Relations programs shall remain within the limits of available resources and facilities, and must be acceptable to the Human Relations Chairpersons Council. In the event that said Human Relations Council and the representatives of the Inservice Department cannot agree on such program, the Director of Community Services (or his designee) shall select the plans to be implemented.

ARTICLE VI.

Negotiation Procedures

- A. Not later than March 1 of the calendar year in which this Agreement expires, 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 a majority of the Board and by a majority of the membership of the UTF.
- C. 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.

- D. 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.
- E. 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.

ARTICLE VII.

Compensation and Expenses

- A. The salaries of teachers employed to teach in kindergarten through twelfth grade for the school years 1973-1974 and 1974-1975, and the rules governing the placement of such teachers on such salary schedule are set forth in Appendix B.
- B.
 - 1. Salary differentials shall be paid for the school years 1973-1974 and 1974-1975, 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. 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 Personnel Office, provided that:
 - 1. If such certificate for a course completed between April 15 of a given year and the succeeding November 15 is received by said 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 such certificate for a course completed between November 15 of a given year and the succeeding April 15 is received by said April 15, the adjustment to salary shall be retroactive to the date the course was completed.

It shall be the responsibility of the teacher to obtain such certificate and deliver or cause such certificate to be delivered to the Personnel Office.

- D. 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 VIII (A), he shall be paid at the rate established in Article XIX, Paragraph A of this Agreement. When a full-time teacher is asked and agrees to act as a substitute during any full period, or when a counselor is asked and agrees to act as a substitute he shall be paid, in addition to his regular salary, at the rate of 1/6th of the substitute teacher's daily rate established from time to time by the Board.
- E. Teachers will not be asked or expected to perform as temporary or acting principals for short periods of time.
- F. At the end of each semester, the total payment by institutions sending student teachers 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 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 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 to Flint shall be distributed in cash among the critic teachers on a pro rata basis.

- G. Any teacher who is not given a car allowance and who is authorized to use his own automobile in pursuance of assigned school duties shall be reimbursed at the rate of 10¢ per mile for in-town travel and for out-of-town travel. All claims for reimbursement shall be made only upon forms provided by the Board.
- H. Substitute teachers shall be provided at Board expense whenever necessary for a teacher conducting a field trip with students.

- I. Counselors and Librarians shall be employed on a 39 week 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 of school and 2 days after the closing of school.
 3. 4 days prior to the opening of school and 1 day after the closing of school.

Their compensation shall be increased accordingly, it being recognized that Appendix B is based on a 39 week year.

ARTICLE VIII.

Teaching Days and Hours

- A. The contract year shall consist of no more than one hundred ninety-five (195) days, 180 of which shall be student contact days, 5 shall be work days without students, and 10 shall be paid holidays. The calendars for 1973-1974 and 1974-1975 school years are hereto attached as Appendix D and E respectively.
- B. Nothing herein contained shall be construed to prohibit the Board from offering an extended contract for longer than thirty-nine (39) weeks to any individual teacher, such additional time to be paid at the per diem rate of 1/195th of the teacher's annual salary; 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. The teachers' regular teaching hours in the Senior High School shall be as follows:
 1. Teachers shall be required to report for work at 7:42 A.M.,
 2. Classes shall begin at 8:00 A.M.,
 3. Classes shall be dismissed at 2:50 P.M.,
 4. Teachers may leave the building after 2:57 P.M.

D. Teachers' regular teaching hours in the Junior High Schools shall be as follows:

1. Teachers shall be required to report for work at 8:15 A.M.
2. Classes shall begin at 8:30 A.M.
3. Classes shall be dismissed at 3:04 P.M.
4. Teachers may leave the building after 3:14 P.M.

E. The teachers' regular teaching hours in the elementary school shall be as follows:

1. Teachers shall have a planning period from 8:00 A.M. to 8:55 A.M.
2. The period from 8:55 A.M. to 9:00 A.M. shall be supervision.
3. Classes shall begin at 9:00 A.M.
4. Morning classes shall be dismissed at 11:45 A.M.
5. The period from 11:45 A.M. to 12:40 P.M. shall be the teachers' lunch period.
6. The period from 12:40 P.M. to 12:45 P.M. shall be supervision.
7. Afternoon classes shall begin at 12:45 P.M. and shall end at 3:30 P.M.
8. The period from 3:30 P.M. to 3:35 P.M. shall be supervision.
9. Teachers may leave their assignments at 3:35 P.M.

F. The teacher's regular teaching hours in the Intermediate School shall be as follows:

1. Teachers are required to report for work at 8:15 A.M.
2. The period from 8:15 A.M. to 8:30 A.M. shall be supervision.
3. Classes shall begin at 8:30 A.M.
4. Classes shall be dismissed at 2:52 P.M.
5. Teachers may leave the building after 3:14 P.M.

- G. The starting and dismissal times set forth in Paragraphs C, D, E, and F above 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 incorporated in paragraphs C, D, E, and F above 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.
- H. All teachers in the Junior 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.

ARTICLE IX.

Teaching Loads

- A. The weekly teaching load in the junior high school will be twenty-five (25) teaching periods 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 junior high 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 Chairmen 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 Chairmen 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.

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 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 Chairman 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 Chairmen 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.

- B. In cases where special teachers of art, music and science are utilized, the regular teacher shall not be required to remain in his classroom when a special teacher is in charge.
- C. Teacher participation in extra-curricular 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 teachers shall be relieved of any such assignment for good cause.
- D. Regular monthly faculty meetings shall be scheduled at the beginning of the year, provided that any such meetings shall be cancelled if unnecessary. Faculty meetings shall be as brief as possible. When held in the afternoon, such meetings in elementary and junior high 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. Other meaningful meetings may be called as necessary on forty-eight hours notice except in emergencies.
- E. Travel time of teachers of the homebound shall be considered as part of such teacher's teaching day.
- F. Case loads for 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 PCP teachers and experimental programmers shall not be included as counselors. Counselors shall not be permitted to act as Department Chairmen.
- G. 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 certificates or their major or minor field of study.

- H. 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 Personnel Office prior to December 1st, and prior to June 1st, provided that notice may come after such dates when circumstances arising thereafter necessitate further changes in assignments. Every effort will be made to avoid reassigning probationary teachers to different grade levels or subjects unless the teacher requests such change.

ARTICLE X.

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-3 -- Thirty-one (31) pupils per teacher in the 1973-74 school year and thirty (30) pupils per teacher in the 1974-75 school year.
 2. 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 three (3) in the 1973-74 school year and by no more than two (2) in the 1974-75 school year, and split classes to meet this requirement may be created without teacher consent. This maximum of thirty-four (34) in K-3 in the 1973-74 school year and thirty-two (32) in the 1974-75 school year and thirty-seven (37) 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-four (34) in Grades K-3 in the 1973-74 school year and thirty-two (32) in the 1974-75 school year and thirty-seven (37) 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.
3. The maximum total teaching load per individual teacher in the Junior and Senior high schools for other than teachers of performing music groups, physical education 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 consent to teach more than thirty-five (35) pupils in any one class unless a class of greater size cannot be avoided, and in no event shall he be required to teach a class of greater than thirty-seven (37) pupils without his consent.
4. Notwithstanding the foregoing, 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 in which smoking shall be permitted.
- 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 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 therefrom 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. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to prevent 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. Nor shall any teacher be prejudiced in his employment because he has joined or failed to join any lodge, religious group, employees' association, union or other lawful organization; provided that nothing in this Paragraph F shall be construed to alter or modify the provisions of Article III.

G. Textbooks, Supplies and Materials

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.
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.

ARTICLE XI.

Promotions

- A. Whenever any vacancy shall occur in any professional position in the District for which certification or a degree is required, other than one on the K-12 salary schedule, the Board shall publicize the same by giving written notice of such vacancy to the UTF and by posting the vacancy on a conspicuous bulletin board in the Personnel Office and by publication in the Superintendent's Bulletin or other publications of general circulation among all teachers, a copy of which shall be posted on school bulletin boards. Posting during the summer shall be in the Personnel and the UTF Offices. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) 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 XII.

Vacancies and Transfers

- A. Although the Board and the UTF recognize that frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, they also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.
- B. Transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with instructional requirements and the best interests of the school system and the pupils. Teachers will be given thirty (30) days notice of involuntary transfers, and the reasons therefor if the teachers so request, except that in those cases in which a transfer must be made in less than thirty (30) days, such notice will be given as time will allow. All involuntary transfers shall be reviewed by the Personnel Office and teachers will be given an opportunity to state in writing the reasons for their objection to the transfer.
- C. 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 7; provided, that if the application is made after April 7, 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 Personnel Office 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 shall be notified in writing of the reasons therefor if he so requests. No teacher shall be discriminated against because of a request to transfer.
- D. Teachers employed by the Board (except temporary and substitute teachers) will be given consideration as follows in filling any vacant positions in the bargaining unit. However, the Board's decision with respect to the filling of all such vacancies shall be final.
 1. Teachers in each building will be considered in filling vacancies which occur at any time in the building to which they are assigned before any new applicants and other teachers requesting transfer are considered.

2. All teachers who apply for transfer will be considered in filling vacancies which are to be filled at the opening of school in the following school year in any building in the school system, other than in the building in which they are assigned, before any new applicants are considered.
 3. All teachers who apply for transfer will be considered in filling any vacancy which is to be filled during the school year in any building in the school system, other than in the building to which they are assigned, before any new applicants are considered unless the vacancy is the result of a previous transfer.
- E. An involuntary transfer or the denial of a request for transfer may be challenged through the grievance procedure solely on the ground that the decision made was unreasonable or that the teacher was not considered as required in Paragraph D.

F. Reduction of Staff

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

1. Lay-Off

- 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 lay-off of non-tenure teachers shall be determined by the Board. In secondary schools, the order of lay-off 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 subject area to be laid-off.

In elementary schools, the order of lay-off 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 lay-off.

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

If lay-offs 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. Tenure teachers shall be recalled first in inverse order of lay-off. Non-tenure teachers shall then be recalled. The order of recall of non-tenure teachers shall be determined by the Board.
- c. 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 lay-off, 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 this 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 lay-off becomes effective.

- d. For purposes of this Subparagraph F, service shall not be deemed to be interrupted by any leave granted and approved pursuant to Article XIV of this Agreement.
- e. 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 Personnel Services in writing whether he 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 Personnel Services 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 Personnel Services.

3. The Board's decision as to qualifications and performance record for the purposes of this Paragraph F shall be final.
4. In the event of lay-off pursuant to this section, leave of absence without pay will automatically be granted to any and all teaching staff affected by this reduction. 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. A teacher may elect to take and will be granted leaves of absence without pay until recalled irrespective of his position on the seniority list. During said leave of absence, such teacher's seniority will remain unbroken and his accumulated personal business and emergency leave days, per Article XIV, shall not be cancelled but shall remain credited to him pending his 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.

ARTICLE XIII.

Sick and Emergency Leave

- A. Sick and emergency leave shall be credited annually to each teacher on the first day of his 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;
 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 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. The 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 XIV. 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 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 XIV. All teachers other than first year teachers shall be credited with and use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:
1. The teacher notifies the Personnel Office that he will be unable to report because of personal illness or death or serious illness in his immediate family, and
 2. Immediately upon reporting for work the teacher complies with all of the requirements of this Article.

- E. The Board may request a doctor's certificate from a teacher who uses illness as an excuse for absence. Upon a teacher's return to work after an illness of more than five (5) days duration, a statement shall be submitted from a doctor certifying that the employee is capable of returning to work. In cases where a teacher frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the Board.
- 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.
 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 fiance, etc.
 6. When the Mayor of the City of Flint shall declare a citywide snow emergency, and the Board shall for that reason excuse students from school, teachers shall be excused from school without penalty.

7. In addition to the above, the Sick and Emergency Leave Committee may grant emergency leaves not to exceed one (1) day 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.
- I. Any teacher who is absent because of injury or disease, other than an assault covered in Article XVII, Paragraph D of this Agreement, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Workmen's Compensation Law and his regular salary.
- J. 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 (3) teachers appointed by the UTF, and three (3) persons appointed by the Board. The Personnel Director shall be an ex officio member of the Committee entitled to vote only in the event of a tie. A quorum for a meeting of the Sick and Emergency Leave Committee shall be six people. Either the Board or the UTF may send representatives by proxy, including the Personnel Director.
- 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 tenure teacher may donate not more than two (2) of his 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 days thus donated by any actively employed teacher who:

1. suffers a serious illness or accident not covered by the Michigan Workmen's Compensation Law, and
2. has used all of his accumulated Sick and Emergency Leave days, and
3. has contributed to the Sick Bank in the year in which he suffers such illness or accident.

No teacher shall be granted more days from the Sick Bank than shall be necessary to carry the teacher until he qualifies for Long Term Disability Insurance.

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.

ARTICLE XIV.

Leaves of Absence

A. Extended Illness

Any teacher whose personal illness extends beyond the period compensated under Article XIII shall be granted a leave of absence without pay for the duration of such illness, but not to exceed two (2) years. Unrequested leaves of absence for physical or mental disability shall be governed by the Michigan Tenure of Teachers Act.

B. 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. Substitute 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 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 three (3) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix F, which form shall require the teacher to state at least in general language the reason for the paid personal business leave. So long as the paid personal business leave is consistent with the purposes of this Paragraph it shall automatically be granted. Teachers taking paid personal business leave days for reasons other than specifically set forth herein, or not within the spirit of this Article shall be subject to discipline.
4. Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a non-teaching day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season or on days when final examinations are scheduled, except that paid personal business leave may be taken on such restricted days if a teacher has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocations 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.

C. Religious Holiday Leave

Three (3) days leave of absence without pay shall be granted to teachers who wish to observe traditional and customary religious holidays.

D. Jury Duty and Court Service

1. When a teacher is called for jury service, he shall give his immediate Supervisor proper notice and the Board of Education will reimburse the teacher for the difference between his regular pay and the amount he received for court services. It is the responsibility of the teacher to collect for his 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 employment, he shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees resulting from court service shall be paid to the Board.

E. Maternity Leave

1. Teachers may be requested to take a maternity leave without pay at any time after the fifth month of pregnancy. Such leave will be granted for up to eighteen (18) months.
2. The teacher may return to work at the beginning of any semester after termination of pregnancy if she submits a doctor's report confirming her fitness to return to work.
3. An unpaid leave of absence not to exceed eighteen (18) months shall be available to teachers at the time of adoption of a pre-school aged child.

F. 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 contractual year, he shall be paid the difference between his 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 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 Personnel Office a letter from his commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

G. Detached Service Leave

The Board may grant detached service leave with another school system, educational institution or with an official governmental agency, including the Peace Corps. A teacher who is on tenure and who is granted detached service shall not forfeit his tenure status.

Any time spent on such detached service shall be considered as additional experience on the salary schedule.

H. Sabbatical Leave

1. Sabbatical leaves for study and research will be granted by the Board to teachers holding a life or permanent certificate who have completed seven (7) years of service in K-12. Such sabbatical leaves shall be in recognition of significant service through teaching 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 School System. The Board shall publish a policy which clearly delineates the proper form and procedure to be followed by teachers seeking sabbatical leaves.
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 interest 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 would otherwise receive during the period of this sabbatical leave plus the medical-hospitalization insurance and life insurance coverage as provided in this agreement. 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.

5. Application for sabbatical leave shall be made in writing and addressed to the division head not later than February 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 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 sabbatical leave to the division head.
7. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.

I. Study Leave

A teacher may submit a plan for a year of fully scheduled academic study which substantially contributes to his competence in his 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 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. 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.

J. 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.

K. Miscellaneous

1. Leaves of absence under this Article, with the exception of paid personal business leave, extended illness and maternity 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.

3. Anything in Article XII-D to the contrary notwithstanding, a teacher returning from leave of absence shall be offered the first vacancy for which he is qualified and certified.
4. A teacher on leave for at least a semester shall be required to notify the Personnel Office, in writing, not less than ninety (90) days prior to the expiration of leave, whether he will return to employment. A teacher not conforming to this notice requirement may have his employment terminated.

ARTICLE XV.

Terminal Leave

- A. A terminal leave payment of One Hundred Dollars (\$100.00) 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 attains age 65.
 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 attains age 60 or at the end of any school year thereafter.
 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 Paragraph A(1) and A(2) shall receive \$600.00 additional terminal pay if he has accumulated 135 unused earned sick days at the time of said retirement.
- C. For the purposes of Paragraphs A(1) and A(2) the school year is defined as beginning on September 1st of any given year and ending August 31st of the following year.

ARTICLE XVI.

Insurance Protection

- A. 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 \$15,000.00 upon death for the 1973-74 contract year and the sum of \$20,000.00 for the 1974-75 contract year and, in the event of accidental death, a sum not less than two times the death benefit.
- B. The Board shall provide for each regularly assigned full time teacher the entire premium for the term of the contract for the teacher's Blue Cross-Blue Shield MVF-2 minus Riders OPPC (Outpatient Psychiatric Care) and CLC (Convalescent and Long Term Care) on Blue Shield and minus Riders OPC (Outpatient Psychiatric Care) and CC (Convalescent and Long Term Care) on Blue Cross plus Master Medical Program, Option 4, plus \$2.00 co-pay prescription coverage or MEA Super-Med II or to any other employee organization insurance program equivalent thereto approved by the Board for both the teacher and his family; provided that the cost of life insurance included in the MEA Super-Med II Program shall be paid by the insured teacher. This paragraph shall be implemented as of the next enrollment period of the insurance program selected.
- C. The Board will furnish the premium for regularly assigned full time teachers for the long term disability insurance plan in effect during the 1968-69 school year for the school year 1973-74 and 1974-75. Any teacher whose long term disability occurs after October 1, 1973, will receive long term disability payments, after a waiting period of sixty (60) calendar days, equal to sixty percent (60%) of his gross contractual salary until age sixty-five (65). Any teacher whose long term disability occurs after September 4, 1974 will receive long term disability payments, after a waiting period of forty-five (45) calendar days, equal to sixty-six and two-thirds percent (66 2/3%) of his gross contractual salary until age sixty-five (65).
- D. 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 substitute teachers are not entitled to benefits under this Article.

ARTICLE XVII.

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. 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. It is recognized and agreed that there is a continuing need to review discipline policies and procedures and to that end, the parties agree to the appointment of a specific professional study committee to study such policies as provided in Article XX hereof.
- B. Any case of assault on a teacher 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 and judicial authorities.
- C. Any complaints by a parent of a student directed toward a teacher which become a matter of record shall be promptly called to a teacher's attention.
- D. In the case of an assault by a student on a teacher causing injury for which workmen's compensation is paid, the Board will pay the difference between workmen's compensation and the teacher's regular salary for the period of disability, not to exceed two years.

ARTICLE XVIII.

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 strengths and weaknesses, a written teacher evaluation will periodically be given to each teacher. 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.
- B. Teachers rated less than satisfactory 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 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 the less than satisfactory evaluation was received.

- C. Each teacher shall have the right, upon request, to review the contents of his 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.

ARTICLE XIX.

Summer School

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

- A. Each teacher shall be paid one-sixth (1/6) of the average daily rate for each period taught. The average daily rate shall be determined by dividing the average of teachers' salaries, exclusive of differentials, paid on the preceding February 1, by 195.
- 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 substitute. The Board, however, will provide and maintain in the Personnel Office a list of summer school substitutes and, at a teacher's request, will secure a substitute. The teacher will cooperate with the Personnel Office in making any arrangements necessary for the substitute to assume his 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.

Summer school applications shall be filed with the Director of Personnel Services not later than March 1st. Applications filed after that date will not be considered.

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

1. Secondary School Department
2. Elementary School (lower)
3. Elementary School (upper)

Applications for summer school will be determined as follows:

At the elementary level only full-time teachers with three (3) or more years of consecutive Flint service who have taught the last two (2) years in the subject area for which they have applied will be considered. From among these teachers, those having the highest number of summer school points will be selected.

At the secondary level, only full-time teachers with three (3) or more years of consecutive Flint service who have taught during one (1) of the last three (3) years in the subject area for which they have applied will be considered. From among these teachers, those having the highest number of summer school points will be selected.

Summer school points shall be determined as follows:

1. Each teacher shall be given one point for each year of service in the Flint school system beginning with the 1966-67 school year.
2. Each teacher will have three points deducted for each year of summer school taught beginning with the 1966-67 summer school.
3. No teacher will be assigned to senior high summer school who does not meet accreditation requirements of the North Central Association of College and Secondary Schools.

Priority listing of teachers for placement in summer school assignments shall be posted in the office of Personnel Services by April 1st. A copy of the list shall be mailed to the UTF. No corrections of the list will be made after May 1st. The Board will make appointments from the list after May 1st in order of the teachers' rank on the priority list. However, recognizing the need for each high school to have counseling representation at the summer high school, the counselor with the highest priority from each high school will be appointed.

In the event that eligibility of any teacher shall be equal, selection shall be made by first the highest degree earned, and second by lot.

If an assignment has been made and the class for which the assignment was made is not offered, no summer school points shall be charged against the teacher. A teacher who applies for summer school and who is assigned and then withdraws shall have points counted as summer school taught, provided that a teacher may withdraw his application before April 1st without penalty.

- F. All applicants will receive notification from the Personnel Office:
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.
- G. Teachers' preparation of summer "take-homes" shall be only on a voluntary basis.

ARTICLE XX.

Professional Study Committee

- A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of six (6) members, three (3) of whom shall be teachers selected by the UTF and three (3) of whom shall be appointed by the Board.
- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects. The PSC shall also establish and determine the composition of subcommittees to review and recommend changes in the student code and curriculum, which recommendations shall be presented to the Board of Education by May 30th of each school year.
- D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

- E. Subject of study by subcommittees shall include but not be limited to:
1. Discipline policy
 2. Evaluation of teachers
 3. Student rights
 4. Development of curriculum--General, and
 - a. Multi-ethnic studies and textbooks
 - b. Multi-ethnic supplemental materials
 5. Inservice Education--the following is a priority listing for the Human Relations Ongoing Study and Implementation Recommendations during the school year:
 - a. Staff attitudinal change;
 - b. Positive self-concept development for students and teachers;
 - c. Recognition of multi-ethnic problems;
 - d. Staff multi-ethnic community involvement;
 - e. Development of Human Relations Committees in each school;
 - f. Multi-ethnic understanding and appreciation.
 6. Student teachers
- F. The PSC and its subcommittees shall submit, at least once each month, a progress report to the Directors of Elementary and Secondary Education and the UTF. A reaction (a reaction shall take the form of an acceptance with a time table for implementation, or a referral for further study to the PSC listing reasons why the recommendations cannot be implemented) from the Directors of Elementary and Secondary Education shall be expected between 20-30 days of receipt of the report; if a longer period of time is required, the extended time shall not exceed 90 days; such information will be submitted by the Directors of Elementary and Secondary Education. The parties agree that the PSC and its subcommittees serve in an advisory capacity.

At least once a year the Superintendent of Community Education shall arrange for the PSC to give an assessment of the scope of its work at a regular discussion meeting of the Board. The Board shall respond and/or acknowledge receipt of the report.

- G. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.
- H. UTF representatives of the PSC shall be released from school duties for one monthly meeting of the PSC without salary deduction. Any of its subcommittees may be excused from their regular work if authorized by the Board.
- I. A copy of the final reports of the PSC will be made available for teachers in each building.

ARTICLE XXI.

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. 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, or discharged without just cause. Just cause shall include, but not be limited to:
 - 1. Incompetence;
 - 2. Insubordination against the reasonable rules of the Board;
 - 3. Moral misconduct;
 - 4. Any violation of the terms of this Agreement.
- C. Whenever a teacher shall be discharged 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 IV, binding arbitration being expressly denied the probationary teacher.
 - 2. As to tenure teachers: Tenure teachers 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. The UTF will pursue only the Article XXII procedures for a terminated tenure teacher.
- 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.

ARTICLE XXII.

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 and calendar days for the purpose of Levels III and IV of this procedure.

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, third and fourth levels of this procedure.

4. The Board's Appeal Committee at the second level shall consist of the Superintendent of Community Education, the Director of Staff Personnel Services and the Head of the Division of which the teacher is employed, or their designees.
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 may approach his immediate supervisor and discuss the matter in his own behalf, or
 - (2) He may request that a representative of the UTF accompany him in approaching his 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 Personnel Office. 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 and an answer to the grievance shall be given in writing.

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 five (5) days of receipt of the answer at Level One, the UTF will notify the Director of Personnel Services whether it intends to process the grievance any further.
- b. If the UTF gives notice that it intends to appeal the grievance, stating the grounds for such an appeal, the Director of Personnel Services shall within five (5) days after receipt of such notice, convene a second level meeting between the CGC and the Board's Appeal Committee. A written decision, on or attached to the grievance, shall be rendered by the Appeal Committee within five (5) days thereafter and delivered to the UTF.

3. Level Three

If the grievance is not settled at Level Two above, it may be appealed to the Board by filing a written notice with the Superintendent of Community Education within five (5) days after the receipt of the answer at Level Two, stating the grounds for appeal. The Superintendent of Community Education will place the matter upon the agenda of a Board Committee of the Whole meeting occurring within the twenty (20) days next following receipt of such notice and will promptly notify the UTF of the date, time, and place where such appeal will be heard; provided that, the Board may determine, other than in a case not appealable to Level Four, that it does not wish to hear the grievance, in which case it shall give notice of this fact to the UTF which shall then be entitled to appeal directly to Level Four. The Board's written decision, on or attached to said grievance, shall be transmitted to the UTF by the Superintendent of Community Education within seven (7) days after said hearing.

4. Level Four

- a. Within five (5) days of receipt of the answer at Level Three or of notice that the Board has decided not to hold a Level Three hearing, the UTF may by notice request that the matter be submitted to arbitration.

- b. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, he shall be selected by American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall render his decision in writing and shall set forth his findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- c. The costs of any arbitration under this Article shall be divided equally between the Board and the UTF.
- d. Anything in this Agreement to the contrary notwithstanding the failure of the Board to place in effect any recommendation of the Professional Study Committee or any of its subcommittees will not be the subject of a grievance, nor shall any matter arising out of the first sentence of Article X, A and the first two sentences of Article X, A-4 and Article X, B and E of this Agreement be subject to arbitration.

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

ARTICLE XXIII.

Teaching Goals

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.

The Board and the UTF further agree to encourage an on-going school-by-school project with the common goal of determining ways to improve student performance. This is not to presuppose that improvement can, indeed, ever be accomplished by all students. It is, however, a joint commitment to strive toward an overall goal of scholastic competency.

In seeking the goals of scholastic competency and human development, teachers and administrators at each school shall jointly strive to:

1. Develop an operational plan which seeks to answer the question: "Given the human and material resources available, what can we do realistically to improve the education and human development of students?"
2. Include in such a plan goals for each school; objectives which may help reach those goals; an annual assessment of those goals and objectives; and recommendations for change if needed. Such plans shall include the use of all available resources of personnel, materials, facilities, and community and shall consider them as integral parts of each building's plan.
3. Annually assess the implementation and/or need for modification in cooperation with the offices of Elementary and Secondary Education, 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 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:
 - a. Correction of the deficiency, or
 - b. Explanation as to the inability of staff to provide adequate opportunity to its students due to the insufficiencies in resources.

In addition, the parties acknowledge the complexity of this task, and for that reason understand that no building plan will be implemented by a staff until such time as agreement has been reached upon a particular plan by the majority of that building staff (at the elementary level) and approved by the principal, or by the majority of each department staff of a building (at the secondary level) and approved by the principal. When plans have been developed and agreed upon by said majorities and their building principal, the plan will be submitted to the appropriate division head for comment and/or recommendation, to be reconsidered at the building level. However, in each case, the implementation of every plan shall be upon the decision and agreement of the majority of the local building staff and approval of the principal.

This agreement guarantees that for the term of this contract this plan will not be used in any way as a criteria in evaluating the performance of teachers.

Further, in no manner shall this agreement be tied to remuneration of teachers.

ARTICLE XXIV.

Miscellaneous Provisions

- A. The Board agrees to make every reasonable effort to provide qualified substitute teachers, and the teachers shall be informed of a telephone number they may call to report unavailability for work. Teachers shall report unavailability for work at the earliest possible time and shall make every effort to report no later than forty-five (45) minutes before their scheduled reporting time. Teachers who fail to report that they will be unavailable by the opening of the school day of the building to which they are assigned will lose one day's pay and may not use their sick leave for that day. However, there will be no deduction from their accumulated sick and emergency leave.
- B. This Agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- C. Copies of the standard probationary and tenure contracts for use in K-12 are attached hereto as Appendix G.
- 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 1005 West Third Avenue, Flint, Michigan, or to such other address as the UTF shall direct in writing. All notices required to be given to the Board by this Agreement shall be mailed to the Board by ordinary mail addressed to 923 East Kearsley Street, Flint, Michigan, or to such other address as the Board shall direct in writing. All notices to be given to a teacher under this Agreement shall be mailed to his last address recorded in the Board's Personnel Office. It shall be the responsibility of teachers to notify the Personnel Office 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 position in the school system to his financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his students and their parents, by promoting his employment as a tutor for his assigned students, and by soliciting employment as a private music teacher for his 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 teachers in each secondary school may suggest names to the principal for consideration for appointment as Department Chairmen. However, the decision of the principal shall be final.

ARTICLE XXV.

Duration

This Agreement shall not become effective until ratified by the Board and the members of the UTF and upon ratification shall remain in full force and effect for two (2) years until the 31st day of August, 1975.

UNITED TEACHERS OF FLINT

BOARD OF EDUCATION OF THE CITY OF FLINT

By Brian C. Kralovic
Its President

By Helen B. Harris
Its President

By James L. Hobson
Its Chairman of the PN Board

By Paul D. Newman
Its Chairman, Finance Committee

By Bernard J. Dugan
Its Chief Negotiator

By August Brant
Its Director, Staff Personnel Services

APPENDIX A

ELECTION -- BOARD OF EDUCATION-CITY OF FLINT
Case No. R69 D-127

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 Arts and Crafts
 - Director of Libraries
 - Director of Pupil Personnel Services Department
 - Director of Secondary Education
 - Directors of Elementary Education
 - Director of Instructional Services
 - Director of Nursing Services
 - Planetarium Director
 - Director of Research and Testing
 - Museum Curator
 - Superintendent
 - Associate Superintendents
 - 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

Appropriate Collective Bargaining Unit for Board of Education--
City of Flint--R69 D-127 (continued)

Assistant Principals
Deputy Principals
Supervisor of Nurse Counselors
Community Directors--Special Assignment
Regional Community School Directors
Coordinator--Vocational; Technical; Occupational
Consultant for Education & 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--Non-Certified
Head Start Teachers--Non-Certified

APPENDIX B-1

FLINT BOARD OF EDUCATION, K-12 TEACHERS' SALARY SCHEDULE
1973-74 (academic year of 39 weeks)

Years Less Exp. ^a than BA	BA	BA + 15	MA	MA + 15	MA + 30	
0	7084	9200	9700	9996	10297	10597
1	7348	9764	10075	10376	10676	10977
2	7612	10138	10460	10755	11067	11399
3	7875	10544	10872	11162	11478	11868
4	8139	10966	11309	11599	11927	12385
5	8403	11415	11768	12079	12422	12950
6	8667	11884	12254	12618	12971	13562
7	8930 ^b	12375	12760	13229	13599	14216
8	9194 ^c	12897	13287	13915	14300	14923
9	9458	13435	13841	14670	15065	15672
10	9722	14005	14416	15503	15930	16474
11	9985	14743	15202	16611	16927	17602

- 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.
- b. Maximum for 2 years training.
- c. Maximum for 2 1/2 years training.

A \$15,000 term life insurance policy with double indemnity.

Family plan hospitalization paid in full.

A long-term disability insurance plan.

A \$100 service increment shall be paid after 20 years of Flint Community School experience for teachers at the Bachelor's degree level and above.

Doctorate = MA + 30 Column + \$300

APPENDIX B-2

FLINT BOARD OF EDUCATION, K-12 TEACHERS' SALARY SCHEDULE
1974-75 (academic year of 39 weeks)

Years Less Exp. ^a than BA	BA	BA + 15	MA	MA + 15	MA + 30	
0	7474	9706	10234	10546	10863	11180
1	7752	10301	10629	10947	11263	11581
2	8031	10696	11035	11347	11676	12026
3	8308	11124	11470	11776	12109	12521
4	8587	11569	11931	12237	12583	13066
5	8865	12043	12415	12743	13105	13662
6	9144	12538	12928	13312	13684	14308
7	9421 ^b	13056	13462	13957	14347	14998
8	9700 ^c	13606	14018	14680	15087	15744
9	9978	14174	14602	15477	15894	16534
10	10257	14775	15209	16356	16806	17380
11	10534	15554	16038	17525	17858	18570

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.

b. Maximum for 2 years training.

c. Maximum for 2 1/2 years training.

A \$20,000 term life insurance policy with double indemnity.

Family plan hospitalization paid in full.

A long-term disability insurance plan.

A \$100 service increment shall be paid after 20 years of Flint Community School experience for teachers at the Bachelor's degree level and above.

Doctorate = MA + 30 Column + \$300

APPENDIX B-3

REGULATIONS

- a. Personnel shall not be given training increment credit, without special approval of the office of Staff Personnel Services for hours in excess of:
 - (i) 8 semester (12 term) hours per Flint academic year (including summer school).
 - (ii) 4 semester (6 term) hours per semester or term.
- b. No training increment credit shall be given for graduate credit hours over ten years old unless such graduate credit hours are included in an acceptable degree program.
- c. Training increment credit (beyond the Bachelor's degree) must be graduate credit earned subsequent to admission to an accredited graduate school unless the institution states, in writing, that such credit is transferable as legitimate graduate credit.
- d. Training increments shall not be given for any graduate course(s) in which a grade of B- or less is earned if:
 - (i) Such credit is found to lower the grade point average to less than a B on any given transcript.
 - (ii) It is a single course from any university with a grade of B- or less.
 - (iii) If either a or b above applies, the employee must obtain a letter in which the institution states in writing that such credit is transferable as legitimate credit. For institutions granting "Pass"- "Fail" or "Satisfactory"- "Unsatisfactory" ratings, a grade of "Pass" or "Satisfactory" shall be considered as having fulfilled the qualifications for training increment credit.
- e. The Principal's, or Supervisor's "Approval" form shall be on file in the Office of Staff Personnel Services before training increment credit will be allowed.

- f. 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 the area of their teaching competency. As to persons hired after the date of ratification of this contract, four (4) semester hours of the 50 percent referred to in (i) below shall be devoted to courses dealing with minority history or culture, except that:
- (i) 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.
 - (ii) Graduate credit leading to a planning degree program as attested by written documentation by the teacher's university will satisfy the requirement for the training increment.

The approval of the training increment credits shall be the responsibility of the Office of Staff Personnel Services.

APPENDIX C-1

K-12 Differentials, 1973-74

Extracurricular Differentials--Senior High School

Band and Orchestra	\$ 695 per school
Vocal	\$ 345 per school
Publication (Yearbook and Newspaper)	\$ 405 per school
Debate	\$ 405 per school
Cheer Leader	\$ 345 per school
Chairman of Major Productions	\$ 925 per school

Coaching Differentials

Head Football Coach	\$ 1,615
Assistant Football Coach	\$ 865
Head Basketball Coach	\$ 1,615
Assistant Basketball Coach	\$ 865
Head Wrestling Coach	\$ 925
Assistant Wrestling Coach	\$ 695
Head Baseball Coach	\$ 925
Assistant Baseball Coach	\$ 695
Head Swimming Coach	\$ 925
Assistant Swimming Coach	\$ 695
Head Track Coach (Winter & Spring)	\$ 1,155
Assistant Track Coach (Spring)	\$ 695
Tennis Coach	\$ 575
Golf Coach	\$ 575
Cross Country Coach	\$ 695
Hockey Coach	\$ 695
Faculty Manager	\$ 1,155
Trainer	\$ 1,040
Athletic Director	\$ 695
Equipment Manager	\$ 1,095

Girls Interscholastic Sports^a

Basketball Coach	\$ 550
Volleyball Coach	\$ 400
Track Coach	\$ 400

^a Before September 1, 1974 these differentials will be reviewed with the UTF to provide parity with comparable positions having regard for amount of time, number of contests, responsibilities, and other pertinent factors.

Special Education Differentials

1. A \$525.00 annual differential shall be added to the basic salary of any teacher of classes or programs reimbursable under the Special Education Section of the Michigan State Aid Act; provided that such teacher is fully qualified under said Act.
2. Half the annual differential (\$260.00) shall be added to the basic salary of any teacher of classes or programs defined in Paragraph 1 above if such teacher is not fully qualified under said Act.

Miscellaneous Differentials

Instructional Specialists	\$ 575
Department Chairmen (Jr. and Sr. High)	\$ 13 per class section assigned to the department with maximum per department Chairman of \$590

APPENDIX C-2

K-12 Differentials, 1974-75

Extracurricular Differentials--Senior High School

Band and Orchestra	\$ 733 per school
Vocal	\$ 364 per school
Publication (Yearbook and Newspaper)	\$ 427 per school
Debate	\$ 427 per school
Cheer Leader	\$ 364 per school
Chairman of Major Productions	\$ 976 per school

Coaching Differentials

Head Football Coach	\$ 1,704
Assistant Football Coach	\$ 913
Head Basketball Coach	\$ 1,704
Assistant Basketball Coach	\$ 913
Head Wrestling Coach	\$ 976
Assistant Wrestling Coach	\$ 733
Head Baseball Coach	\$ 976
Assistant Baseball Coach	\$ 733
Head Swimming Coach	\$ 976
Assistant Swimming Coach	\$ 733
Head Track Coach (Winter & Spring)	\$ 1,219
Assistant Track Coach (Spring)	\$ 733
Tennis Coach	\$ 607
Golf Coach	\$ 607
Cross Country Coach	\$ 733
Hockey Coach	\$ 733
Faculty Manager	\$ 1,219
Trainer	\$ 1,097
Athletic Director	\$ 733
Equipment Manager	\$ 1,155

Girls Interscholastic Sports

Basketball Coach	Amount
Volleyball Coach	to be
Track Coach	determined

Special Education Differentials

1. A \$554.00 annual differential shall be added to the basic salary of any teacher of classes or programs reimbursable under the Special Education Section of the Michigan State Aid Act; provided that such teacher is fully qualified under said Act.
2. Half the annual differential (\$277.00) shall be added to the basic salary of any teacher of classes or programs defined in Paragraph 1 above if such teacher is not fully qualified under said Act.

Miscellaneous Differentials

Instructional Specialists	\$ 607
Department Chairmen (Jr. and Sr. High)	\$ 14 per class section assigned to the department with maximum per department Chairman of \$630

APPENDIX D
 Flint Community Schools
1973-74 Calendar

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Paid Holidays</u>	<u>Total</u>
September (3)	26 27 28	25 Orientation		4
October (23)	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31			23
November (20)	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 26 27 28 29 30	23 K-12 Inservice Day (1 day)	22 Thanksgiving	22
December (15)	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21		24 Christmas Eve 25 Christmas 26, 27, 28 Paid Holidays 31 New Year's Eve	21
January (22)	2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31		1 New Year's Day	23
February (20)	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28	9 K-12 Record Day (1 day)		21
March (21)	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29			21
April (20)	1 2 3 4 5 8 9 10 11 16 17 18 19 22 23 24 25 26 29 30	15 K-12 Inservice Day (1 day)	12 Good Friday	22

1973-74 Calendar (continued)

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Paid Holidays</u>	<u>Total</u>
May	1 2 3 6 7 8 9 10		27 Memorial Day	23
(22)	13 14 15 16 17 20 21 22 23 24 28 29 30 31			
June	3 4 5 6 7 10 11 12 13 14	*21 K-12 Record Day (1 day)		15
(14)	17 18 19 20 21*			
TOTALS				
(180)		(5)	(10)	(195)

Four (4) 1/2 days for parent conferences for reporting student progress will be provided in the Elementary Schools on a staggered basis as coordinated by the office of Elementary Education.

APPENDIX E

Flint Community Schools
1974-75 Calendar

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Paid Holidays</u>	<u>Total</u>
September	4 5 6 9 10 11 12 13 (19) 16 17 18 19 20 23 24 25 26 27 30	3 Orientation	2 Labor Day	21
October	1 2 3 4 (22) 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	K-12 Inservice Day (1 day staggered)		23
November	1 (19) 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27		28 Thanksgiving 29	21
December	2 3 4 5 6 (15) 9 10 11 12 13 16 17 18 19 20		24 Christmas Eve 25 Christmas Day 31 New Year's Eve	18
January	6 7 8 9 10 (19) 13 14 15 16 17 20 21 22 23 24* 27 28 29 30 31	El. Inservice Day (1 day) *24 Secondary Record Day	1 New Year's Day	21
February	3 4 5 6 7 (20) 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28			20
March	3 4 5 6 7 (19) 10 11 12 13 14 17 18 19 20 21 24 25 26 27		28 Good Friday 31 Easter	21
April	7 8 9 10 11 (17) 14 15 16 17 18 21 22 23 24 25 28 29 30	K-12 Inservice Day (1 day staggered)		18

1974-75 Calendar (continued)

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Paid Holidays</u>	<u>Total</u>
May	1 2		26 Memorial Day	22
(21)	5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 27 28 29 30			
June	2 3 4 5 6	*13 K-12 Record		10
(9)	9 10 11 12 13*	Day (1 day)		
TOTALS				
(180)		(5)	(10)	(195)

Four (4) 1/2 days for parent conferences for reporting student progress will be provided in the Elementary Schools on a staggered basis as coordinated by the office of Elementary Education.

Appendix F

PAID PERSONAL BUSINESS LEAVE FORM

Date: _____

I, _____, a teacher at _____ School, hereby inform the Flint Board of Education that I shall take a paid personal business leave day pursuant to the provisions of the Master

Contract on _____, 19____ A.M. _____
Month day P.M. _____,

for the following reason: (Please check one item below)

- () Medical
- () Legal
- () Religious
- () College Graduation
- () Honors Convocation
- () Real Estate Transaction
- () Other (If this item is checked please state reason.)

This will be the _____, _____, _____,
First ½ Day Second ½ Day Third ½ Day

_____ for a total of _____ day (s) I have requested during this
Fourth ½ Day

school year. The half or full day requested () is () is not, a day restricted for business use.

Principal's Signature

Teacher's Signature

PROBATIONARY TEACHER'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT Made this _____ day of _____, 19__ 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.
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 _____, 19__ and ending _____.
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 _____.
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).
8. TENURE ACT AND PUBLIC EMPLOYEES ACT. Both parties agree to obey the provisions of said Tenure Act and the Public Employees 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)

TENURE TEACHER CONTRACT OF EMPLOYMENT

THIS AGREEMENT Made this _____ day of _____, 19__ 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 "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.
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 _____, 19__ 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.
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 EMPLOYEES ACT. Both parties agree to obey the provisions of said Tenure Act and the Public Employees 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

Signatures: _____

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-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 H

TEACHER EVALUATION

Date _____

Teacher _____ Subject _____

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:

Ratings: (check one)

Superior _____

Average _____

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.)

APPENDIX I

TEACHER EVALUATION

- A. Basic Guidelines for the Evaluation of Teachers: Article XVIII 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 strengths and weaknesses.
- B. The Evaluator: The responsibility for the administration of the evaluation program for teachers lies with the Director of Staff Personnel Services who implements the processes through the Director of Secondary Education and the Director of Elementary Education. Under the direction of these administrators, teachers are evaluated by the following personnel:
1. The appropriate principal and/or his designee in administration evaluates all teachers in the bargaining unit (either full or half-time) assigned to a particular school.
 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 principal or his designee where his specialized talents are beneficial in the evaluation process.
 4. Teachers assigned to two (2) buildings will be evaluated by each principal. Conflicts between these evaluations will be resolved by the Personnel Office.

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) the Teacher Performance Report and (2) the Teacher Evaluation.

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 Personnel Office, 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 strengths and weaknesses, each Teacher Performance Report and Teacher Evaluation shall be followed by an evaluator/teacher conference within a three (3) work day period. Teachers needing improvement shall be given an opportunity to utilize

professional help so that they may attempt to rectify difficulties; the teacher, with the agreement of the principal, may request a Teacher Performance Report by another qualified observer. Each form will include a statement of the improvement 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 receives it. The teacher shall be requested to sign the Evaluation. Any teacher disagreeing with his Evaluation may indicate his 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 XVIII-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 Evaluation on or before February 15th. The Teacher Evaluation is to be filed no later than the first school day following February 15th.

At least five (5) 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. A minimum of two (2) Teacher Performance Reports should be completed for each non-tenure teacher hired after Thanksgiving by the following February 15th.

- F. Tenure: Evaluation of tenure teachers shall be done once each school year. The Evaluation of tenure teachers who are considered satisfactory should be filed prior to June 1st of each school year and shall be accompanied by all Teacher Performance Reports. Tenure teachers whose work is considered unsatisfactory will be evaluated each semester, and their Evaluations must be filed no later than the first school day following February 15th and must be accompanied by a minimum of five (5) Teacher Performance Reports.

Any tenure teacher who had been retained at his previous salary must be evaluated each semester of the following year. The Teacher Evaluation of such a teacher, along with the Teacher Performance Reports, must be filed no later than the first school day following February 15th.