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# **PROFESSIONAL AGREEMENT**

**between the**

**FLUSHING SCHOOL DISTRICT**

**and**

**LOCAL 10 MEA/NEA (FLUSHING UNIT)**

**1998 - 2001**

*Flushing Community Schools*



**AGREEMENT**

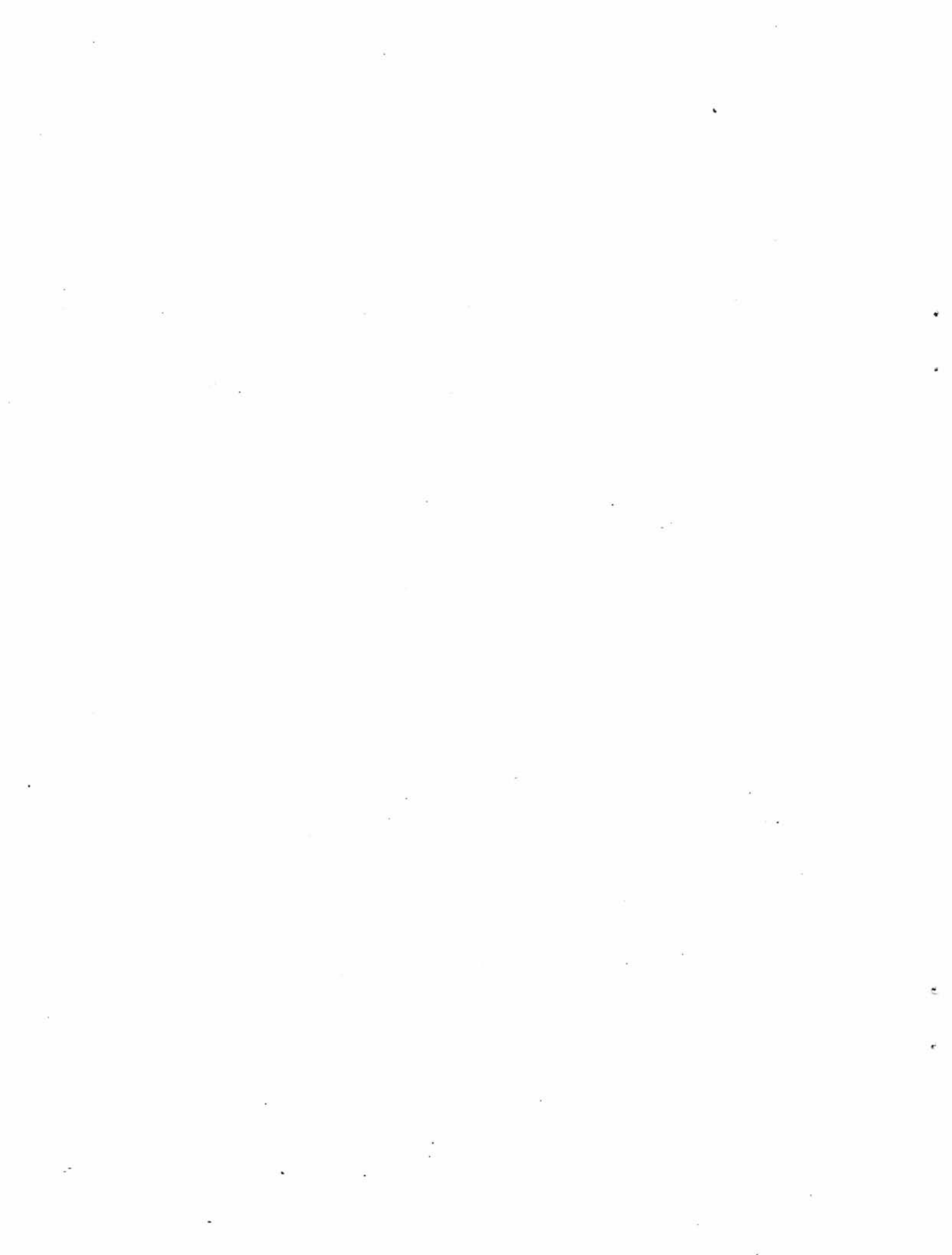
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## PREAMBLE

This Agreement entered into this 27th day of August, 1998, by and between the Local 10 MEA/NEA hereinafter called the "Association", affiliate of the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the Flushing Community Schools, Genesee County, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

## WITNESSETH

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

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

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

## ARTICLE 1

### RECOGNITION

- A. Pursuant to and in accordance with the Certification of Representation by the Michigan Employment Relations Commission (MERC), the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel whether employed under written contract or on leave and possessing at least a Bachelor's Degree and a Michigan recognized valid teaching certificate or employment approval by the State of Michigan.
- B. Such representation shall exclude the superintendent, assistant superintendents, principals, assistant principals, business manager, and any other supervisors or managers.
- C. The term "teacher" when used in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as above defined.

- D. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement.

## ARTICLE 2

### ASSOCIATION RIGHTS

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

- G. The rights granted in this Article to the Association shall not be granted or extended to any competing labor organization during the duration of this Agreement.

### ARTICLE 3

#### TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. No teacher shall be denied any rights granted by this Agreement or any local, state or federal laws.
- C. The teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as this behavior does not jeopardize the education process.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- E. During the period of the teacher's employment and thereafter, a teacher shall have and retain all property and copyright interests in and to any book, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyrightable work, written, composed, created, or devised by such teacher, provided that creation of the above works shall not be produced and directed on school time, on school property or with use of school materials.



F. Each teacher shall have the right, upon request, to review the contents of his own personal file, with the exception of confidential college credentials and recommendations from previous employers. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

- TB Report and required medical information
- All Teacher evaluation reports
- Copies of annual contracts
- Record of certificate
- A transcript of academic records
- Tenure recommendation

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

G. Formal complaints against a teacher shall be brought to the attention of the teacher. The teacher shall receive a copy of any written complaints directed against him/her.

1. The building principal shall investigate all formal complaints against a teacher and discuss the results of the investigation with the teacher.
2. If a written report of an investigation is prepared by the principal, the teacher shall receive a copy of such report.
3. If a written complaint and/or a written report of an investigation of a complaint is placed in a teacher's personnel file, the teacher shall be given notice and the teacher may attach a written response. A teacher may request removal from his/her personnel file, any written complaint, and/or written report of an investigation of a complaint, after a two (2) year period. The administrator in charge of personnel will honor the request, if he/she determines that the situation giving rise to the complaint has been corrected and no similar complaints have been received during the two (2) year period and no legal action on the situation giving rise to the complaint is possible.
4. Any discipline of a teacher arising out of a complaint shall be based on just cause and be subject to the Professional Grievance Procedure outlined in ARTICLE 28.

## ARTICLE 4

### RIGHTS OF THE BOARD

- A. The Board, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, in conformity with the provisions of this Agreement. These rights shall include, but not be limited to:
1. The executive management and administrative control of the school system and its properties and facilities.
  2. The management, assignment, and direction of the working forces, including the right to hire and promote or to transfer, suspend, discharge, and demote all employees for good cause.
  3. The adoption of rules and regulations.
  4. The determination of professional qualifications of employees.
  5. The determination of the number and location of facilities.
  6. The determination of financial and educational policies.
  7. The maintenance of complete control over the management organization, its functions, authority and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE 5

### PROFESSIONAL FEES or DUES and PAYROLL DEDUCTIONS

- A. Teachers may at any time sign and deliver to the payroll office an assignment authorizing deduction of membership dues and/or fees of the Association as per the conditions on forms devised by the Association. Such sums shall be deducted in equal (October through June) installments from the regular salaries of such teachers

and remitted promptly to the Association together with an accounting by source. The Association will notify the payroll office in writing of amounts to be deducted by the payday preceding the payday deductions are to begin. The Association will reimburse the Board for any sums improperly deducted and remitted to the Association.

- B. In the event a teacher shall not pay the membership dues and/or fees of the Association to the Association or execute an authorization for dues and/or fees deduction in accordance with Section A of this ARTICLE, such teacher as a condition of employment by the Board (to the extent permitted by law), shall cause to be paid to the Association a sum equivalent to the dues and/or fees referred to in Section A. The refusal of such teacher to pay such sum equivalent to the dues and/or fees to the Association shall (to the extent permitted by law) result in payroll deduction of such sum equivalent, as if the teacher has signed and delivered an assignment authorizing such deduction. The Association will notify the payroll office in writing of amounts to be deducted by the payday preceding the payday deductions are to begin.

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

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

## ARTICLE 6

### NORMAL WORKING HOURS

- A. The normal teacher work day shall be seven (7) hours and thirty (30) minutes in length and shall include a minimum twenty-five (25) minute duty-free lunch period and a minimum forty-five (45) minute planning and conference period at the secondary level and forty (40) minute planning and conference period for elementary teachers. Based on a five day work week, the normal teacher work week shall be thirty-seven (37) hours and thirty (30) minutes. The minimum forty (40) minute planning and conference period for elementary classroom teachers shall be scheduled at the beginning of the work day.
- B. During a normal teacher work week a teacher may be assigned up to twenty-five (25) hours of classroom instruction. Student supervision shall also be assigned by the building principal such that adequate student control is maintained and such that each teacher assigned to the building assumes an equitable share of this responsibility. However, assigned classroom instruction and assigned student supervision shall not exceed a total of twenty-seven (27) hours and thirty (30) minutes during a normal teacher work week.

Exception: Kindergarten teachers may be assigned up to twenty-six (26) hours and forty (40) minutes of classroom instruction during a normal teacher work week. However, kindergarten teachers shall not be assigned student supervision duties beyond supervision of kindergarten students.

- C. Senior high teachers shall be assigned a maximum of twenty-five (25) classroom instruction periods and a minimum of five (5) planning and conference periods per week, with no classroom instructional period being longer than sixty (60) minutes.
- D. Junior high teachers shall be assigned a maximum of thirty (30) classroom instruction periods and a minimum of five (5) planning and conference periods per week, with no classroom instructional period being longer than fifty (50) minutes.
- E. First - 6th grade classroom teachers shall be assigned a maximum of twenty-five (25) hours instruction per week. Also, 1st - 6th grade classroom teachers shall be provided with a minimum of one hundred and seventy-five (175) minutes of planning and conference time per week in addition to the planning period provided in Section A of this ARTICLE. Such planning and conference time shall contain at least four (4) blocks of not less than thirty (30) minutes spread over at least four (4) of the five (5) days in a Monday through Friday week. Elementary teachers shall not be required to supervise students while those students are eating lunch.
- F. Elementary classroom teachers shall be "teamed" to provide adequate recess supervision and to provide a minimum of fifteen (15) minutes per day of relief from

classroom instruction and student supervision. This relief time shall not be counted as classroom instruction time. When and if instructional specialist service is provided to kindergarten classrooms, such service shall endeavor to be scheduled so as to provide kindergarten teachers with this minimum of fifteen (15) minutes per day of relief from classroom instruction and student supervision.

- G. The normal work days/weeks for any teachers not assigned to classrooms on a daily basis (such as librarians, counselors, psychologists, instructional specialists, social workers, etc.) shall be scheduled within the minimum and maximums indicated in Section A of this ARTICLE. Assigned student contact time for these teachers shall not exceed twenty-seven (27) hours and thirty (30) minutes per week. Required travel time exceeding 15 minutes within the work day shall be included when computing the maximum twenty-seven (27) hours and thirty (30) minutes. To the extent possible, when elementary classroom instructional specialists positions exist and when additional staffing is not required, the minimum of one hundred seventy-five (175) minutes of planning and conference time for elementary classroom instructional specialists shall contain at least four (4) blocks of not less than thirty (30) minutes each spread over at least four (4) of the five (5) days in a Monday through Friday week.
- H. In the event students are held in school because of an emergency situation (such as severe weather), teachers shall stay until students are dismissed.
- I. On Fridays and days immediately preceding holiday or vacation periods, the normal teacher work day shall be reduced by ten (10) minutes (at beginning or end depending on student supervision needs).
- J. Except for special circumstances, building staff meetings shall not be scheduled more often than weekly. Except for emergency situations, the building principal shall give notice of such meetings in writing by noon of the preceding school day. Building staff meetings shall be scheduled so as not to interfere with the instructional day for students, so as to normally not exceed thirty (30) minutes, and so as not to extend the teacher normal work day by more than fifteen (15) minutes.

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

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

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

- L. If any provisions of this agreement restrict the school district in reaching the required amount of instructional time or days, the district and the Association shall meet to bargain schedule changes as necessary to assure minimum compliance.
  - 1. Effective the year the State requirement for additional hours/days is increased to 1098/183, an additional 15 minutes of direct instructional time will be added to each teacher's normal assignment at the elementary level; and 5 minutes of direct instructional time will be added to each teacher's normal assignment at the secondary level.

## ARTICLE 7

### SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classroom, may request an evaluation by a competent diagnostician.
- B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member shall be required to provide school health services for any student except in an emergency.

## ARTICLE 8

### TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar

materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contributions of minority groups to the history, scientific and social development of the United States. The Board agrees to continue to keep the schools well equipped and maintained.

- C. The Board shall make available to teachers in each building adequate duplicating, stencil and mimeograph facilities and shall provide clerical aid to operate such upon request. The Board shall allow adequate photocopies per school year for each elementary and junior high teacher to be run at the Administration Building.
- D. The Board shall provide:
  - 1. Adequate desk space for each teacher in the district.
  - 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
  - 3. Adequate chalkboard space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - 5. A complete abridged dictionary in every classroom.
  - 6. Adequate storage space in each classroom for instructional materials.
  - 7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.
  - 8. The Board will provide a computer and printer at each building for the teachers' use.
  - 9. A telephone in each building in a private area for the teacher's use for confidential professional contacts.
- E. The Board shall make available in each school adequate restroom lavatory facilities exclusively for teachers' use and at least one room appropriately furnished. The teachers' lounge is for the exclusive use of teachers and building staff during the teacher's day and for one hour thereafter.
- F. When requested by the staff, through the Association, vending machines not requiring plumbing, shall be installed in the teacher's lounge. Such installation and maintenance costs are to be paid from receipts. The proceeds from all such

machines shall be used by the teachers in their respective buildings as the majority wishes.

- G. Adequate off street paved parking facilities shall be provided at all main buildings for staff use, and will be properly maintained. Students and staff members will be issued parking permits for designated parking areas.
- H. The Board will continue its efforts to see that teachers are not required to work under unsafe or hazardous conditions.
- I. School facilities, including teachers' lounges and bathrooms, will be cleaned and maintained in a condition adequate to carry out the purpose for which the facility is used.

## ARTICLE 9

### DEPARTMENT COORDINATOR

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

## ARTICLE 10

### PROFESSIONAL QUALIFICATIONS

- A. All new teachers including substitutes employed by the Board for any regular teaching assignment shall have a bachelor's degree from a NCATE accredited college or university, a provisional, permanent, continuing or professional education certificate, and supervised student teaching experience with a certified teacher or teachers in a K-12 school district.



- B. All teachers hired for a period of one year or more will be given a standard probationary contract with no provisions to limit the length of the contract other than through current due process for probationary teachers.
- C. The employment of teachers without provisional, permanent, continuing or professional education certification is to be permitted only in cases of absolute necessity when no qualified applicants are available and following an active search by school officials, and the Association shall be notified in each instance. Any person so employed must complete requirements for and obtain provisional, permanent, continuing or professional education certification to be re-employed for a second year.
- D. The Board, in cooperation with the teacher, shall file for and pursue the renewal of annual vocational authorization permits for teachers certified under Section 390.1165, Rule 65, Administrative Rules Governing the Certification of Michigan Teachers. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be informed of the acceptance or rejection of the renewal immediately.

## ARTICLE 11

### ASSIGNMENTS, TRANSFERS, VACANCIES and PROMOTIONS

- A. In the determination of assignments, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board. A teacher, within five (5) days of request, will be given a written statement of reasons for his/her assignment. In the event a teacher objects to an assignment, the Association may, upon the request of such teacher, send a representative to meet with the teacher and the Superintendent, or his designee, to discuss the assignment.
- B. Teachers shall not be assigned outside the scope of their teaching certificates.
  - 1. To the extent possible, 7th and 8th grade positions shall continue to be filled with teachers teaching within their major and/or minor fields.
  - 2. A teacher assigned to teach 7th and/or 8th grade classes in an area outside his/her major and/or minor fields or an elementary teacher in subjects such as art, music or physical education who does not possess at least a minor or fifteen (15) semester hours of academic preparation in the subject area they are assigned to teach will be required:
    - a. To acquire a minor or at least fifteen (15) total semester hours of academic

(method or content) in the subject area within a three (3) year period and demonstrate evidence of progress on an annual basis. Upon the submission of tuition receipt, and evidence of satisfactory completion of course work pursuant to this cause, the teacher will be reimbursed for the cost of tuition not to exceed the cost of University of Michigan-Flint tuition and such hours will be credited toward advancement on the salary schedule or,

- b. To request voluntary transfer to an assignment for which he/she is certified.
- C. Teachers who will be affected by changes in grade level assignments at the elementary schools or changes in subject area assignments at secondary schools will be notified by their principals as soon as practicable, or not later than the end of the school year. Such changes will be voluntary to the extent possible.
- D. Notices of changes in building assignments will be given to affected teachers as soon as practicable. To the extent possible, notices of changes in building assignments for the following school year will be given by June 1.
- E. The Association and Board recognize that proper teacher placement to obtain the most effective total teacher staffing possible is in the best interests of the school system and the pupils. Therefore, the following factors, when relevant, will be used in the order listed, and balanced by the administration in determination of change of teacher assignments and/or transfers (or non-transfers):

Teacher seniority

Requests by teachers

Need to place other teachers within their areas of certification

Need to place a teacher who, as verified by their evaluation, could benefit from a change in assignment. Changes may occur only once every three years.

1. Teacher-staff reduction and/or attrition
2. Teaching experiences
3. Accreditation requirements
4. Student population changes
5. Student program and subject demand changes
6. Teaching major(s) and minor(s)

7. Co-curriculum needs

8. Emergency situations

- F. A vacant position is defined as a teaching assignment to be filled directly or indirectly by a new hire, or teacher on unassigned, or a teacher on lay-off.
1. Vacant positions shall be posted at least seven (7) days in all school buildings and copy of the posting shall be sent to the President of the Association.
  2. Any teacher may apply for transfer to a vacant position.
  3. Relevant factors indicated in Section E of this ARTICLE will be applied before any vacant position is filled with a new hire.
  4. It is the responsibility of the teacher to update requests for placement in any potential vacancies with the personnel office on an annual basis. The Board will provide forms for teachers to state their interest in any potential vacancies. The teacher must provide self-addressed, stamped envelopes in order to receive mailings of postings during the summer months.
- G. Assignments in addition to the normal teaching schedule, and for which there is compensation, are listed in APPENDIX B-1. Placement in such assignments shall be voluntary unless such assignments are directly connected with the teacher's classroom assignment. Preference for placement in such assignments will be given to teachers employed under contract with the district. The Board is not obligated to fill any position listed in APPENDIX B-1.
- H. Preference for placement of teachers in summer school positions will be given to teachers with seniority with the district. Teacher compensation for summer school programs will be in accordance with APPENDIX B-1.
- I. Preference for placement of teachers in community education high school completion programs will be given to teachers with seniority with the district. Preference for placement of teachers in other community education programs will be given to teachers with seniority with the district, if qualified by expertise and/or successful experience in the program. Teacher compensation for community education programs will be in accordance with past practice.
- J. When it is contemplated that a new administrator(s), new administrator being defined as a person not currently under administrative contract with the district, will be hired, the position will be posted and teachers will be given an opportunity to apply. Nothing in this Agreement shall limit the Board from reducing its administrative staff and/or reorganizing its administrative staff.

## ARTICLE 12

### ILLNESS, DISABILITY and BEREAVEMENT

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

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

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

In the case of serious or chronic illness of more than three consecutive days, a medical statement or certification may be required from a teacher at the discretion of the Superintendent or his designee. Incomplete or inadequate medical certificates may be rejected or supplemental reports required. Sick leave will not be allowed where medical certification is requested and not received.

Sick leave days may be accumulated from year to year with no maximum limit. Teacher's accumulated sick-leave days will appear on the payroll check.

- B. The FEA Short-term Disability Insurance Program - FSTDIP - (formerly the Sick Bank) previously established is hereby continued.
1. Newly hired members will pay one (1) day per year for the first three (3) years.
  2. At the beginning of each school year, each teacher shall equally contribute to the FSTDIP a sufficient number of days from their accumulated sick leave (in one-half day increments), such that the balance from the previous school year plus the new contributions will bring the FSTDIP up to a minimum of four hundred fifty (450) days. In the event that the balance from the previous year exceeds four hundred fifty (450) days, no contributions for the following year will be assessed.

3. The FSTDIP shall be administered by the Association which shall furnish the Board with a report of its status during June of each year.
  4. The decisions of the Association relative to the administration of the FSTDIP shall not be subject to the grievance procedures by teachers, by the Association, or by the Board.
- C. Part-time teachers who are employed half time or more, shall be eligible for sick and emergency leave, prorated on the basis of the time worked.
  - D. Temporary teachers paid on a day-to-day basis shall not be eligible for sick and emergency leave.
  - E. A tenure teacher who is unable to teach because of personal illness or disability and who has exhausted all of his/her accumulated sick leave shall be granted a leave of absence without pay for a duration of such illness or disability, up to one (1) year. The leave may be renewed at the discretion of the Board upon the request from the teacher. A doctor's statement may be required at the discretion of the Superintendent or his designee. Sick leave will not be allowed in those cases in which a doctor's statement is requested and not received. Non-tenure teachers may, at the discretion of the Board, be granted similar leave as described above.
  - F.
    1. On the date that an employee's resignation is accepted by the Board of Education and thereby becomes effective, all accumulated leave shall be automatically terminated and fifty-five and 50/100 dollars (\$55.50) per day [fifty-six dollars (\$56) beginning in second year of this agreement and fifty-six and 50/100 dollars (\$56.50) beginning in the third year of this agreement] be paid for each day of unused leave up to seventy (70) days. The excess beyond the first seventy (70) days shall be paid at the rate of fifty-nine and 50/100 dollars (\$59.50) per day [sixty dollars (\$60) beginning in second year of this agreement and sixty-one dollars (\$61) beginning in the third year of this agreement].
    2. If a teacher terminates his employment under either of the following circumstances:
      - a. Retirement, prior to regular retirement age, for health reason provided such is medically certified as permanently disabling from teaching in Michigan.
      - b. Death while in the employ of the Board. Payment will be made to the deceased teacher's estate.

All accumulated sick leave days shall be automatically terminated and fifty-five dollars and 50/100 (\$55.50) per day [fifty-six dollars (\$56) beginning in the second year of this agreement and fifty-six and 50/100 dollars (\$56.50) beginning in the third year of this agreement] be paid for each day of unused leave up to seventy (70) days. The excess beyond the first seventy (70) days shall be paid at the rate of fifty-nine and 50/100 dollars (\$59.50) per day [sixty dollars (\$60) beginning in second year of this agreement and sixty-one dollars (\$61) beginning in the third year of this agreement].

- G. Leave shall be granted without loss of pay in the event of death in the immediate family. Immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or relatives living in the same household. Such leave shall be granted for a period up to three (3) days providing the teacher is attending the funeral or memorial service. In the event the teacher is not attending the funeral, leave will be granted only if the circumstances of such death otherwise requires his/her absence. Five (5) days for husband, wife, son, daughter, father, mother, father-in-law and mother-in law.

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

- H. In no case shall the leave granted for bereavement be subtracted from the employee's sick or personal days unless it exceeds the time specified in Paragraph G.
- I. In the event of a family medical emergency resulting in the necessary absence from work, a teacher may use sick days for such purposes. For the purposes of this provision, "emergency" shall be defined as a sudden occurrence of which the teacher should not reasonably be expected to have either control or prior knowledge. The number of sick days which can be used for this purpose is limited to a total of three (3) per school year, non-accumulative from year to year. Should the teacher need more than the three (3) days, written request to use additional sick days may be made to the administrator in charge of personnel who will consider all factors and approve or deny the request. The teacher may appeal a denial to the Board which shall render a decision. Any administrative or Board approval shall be based on the facts of the individual case and shall not establish past practice for any other case.
- J. A teacher may use up to fifteen (15) days of accumulated sick leave for the purpose of child rearing of an adoptive infant if such is required by the adopting agency.
- K. When receiving workers' compensation loss of time benefits for work related illness or injury (and long term disability benefits if and when applicable), a teacher may

use accumulated sick leave on a pro-rated basis to bring the teacher up to his/her regular pay during such absence in accordance with past practice.

### ARTICLE 13

#### PROFESSIONAL and PERSONAL BUSINESS and ASSOCIATION LEAVES

- A. Teachers may be granted a leave of absence with pay for administration approved visitations at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the sole discretion of the administration.
- B. Three of the ten sick days set forth in Article 12, Section A, may be used for personal leave at the teacher's discretion except for reasons of recreation, social activities, extension of school recess periods or, in concert with others, to effect a work stoppage.
- C. A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court for each day on which he/she otherwise would have been scheduled to work, provided that the teacher states that he/she is presently employed as a teacher. It is the responsibility of the teacher to collect for his/her court services. If the teacher is temporarily excused from jury service for a period of one full day or more, he/she shall report for employment during such periods.
- D. Association days shall be set at fifteen (15). One additional day shall be added for each twenty-five teachers beyond a base of two hundred fifty. The Association shall assume the cost of substitute teachers beyond the fifth day. Officers or designated representatives of the Association will be granted a day's absence upon request for Association business, provided such has prior approval of the Association. The Association President shall transmit written authorization to the Board.

### ARTICLE 14

#### SABBATICAL LEAVE

- A. Subject to applicable Michigan statutory provisions and any amendments thereto, the Board may grant teachers sabbatical leaves for the purpose of travel or study in pursuit of wider knowledge and greater skills in his/her teaching area(s).
  - 1. No more than two (2) teachers in the district shall be absent on sabbatical leave at any one time.

2. Requests are made in writing to the Superintendent on or before March 1 of the school year preceding the school year for which the leave is sought.
  3. The teacher has completed at least seven (7) consecutive full school years of service in the district.
  4. The teacher shall agree to remain in the employment of the district for a period of not less than one (1) year following his/her return from sabbatical leave. The teacher shall be required to sign a statement that, should the teacher not return to the employment of the school district, the teacher will reimburse the Board for all sabbatical salary paid the teacher and for all amounts paid to insure the teacher under the provisions of Section B, below.
  5. The employee on sabbatical leave will be required to file three (3) reports with the Superintendent. One report shall be presented during the sabbatical containing ideas and objectives which may be utilized upon returning to the school system. One report each semester will be submitted during the year after the person returns from his sabbatical.
- B. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave. Upon return the teacher shall be entitled to advance to the next level on the salary schedule receiving the benefits of the salary increase while on leave, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent. During the sabbatical leave the sick leave policy will apply and the Board will continue to make insurance payments.
- C. Teachers on a sabbatical leave will be paid at one-half (1/2) of their annual salary rate for a full year's leave or one-quarter (1/4) of their annual salary rate for a semester's leave.

## ARTICLE 15

### UNPAID LEAVES OF ABSENCES

- A. The Tenure Act states that a Board may grant a leave of absence upon the written request of a teacher for a period not to exceed one (1) year, or not less than one (1) year, subject to renewal at the will of the Board.
- B. The following conditions shall apply to extended leaves of absence contained in this ARTICLE:
1. Requests for leaves shall be in writing.



2. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
  3. Salary increments shall accrue for leaves listed in Sections C and E below.
  4. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
  5. In scheduling a leave of absence, the Board may consider all factors relating to the effect upon students and the economic situations for the teacher; including, but not limited to, the time of year, continuity of education, length of the leave, availability of qualified replacements, grade level, subject, and so forth.
  6. Failure to return at the end of a leave will constitute voluntary termination of employment. The teacher must give one (1) week's notice of return for each month of leave.
  7. The granting of a leave to a non-tenured teacher shall be at the discretion of the Board.
- C. A teacher may be granted a leave without pay for a period not to exceed one (1) year for full time overseas duty in the Peace Corps, for the purpose of participating in exchange teaching programs in other districts or states, or foreign or military teaching programs.
- D. Upon written application, a leave of absence for up to one (1) year may be granted without pay for study related to the teacher's licensed field or his/her professional growth.
- E. Leave for teachers who are drafted into the military service will be granted in accordance with the requirements of the State of Michigan Law. A teacher affected by this leave must return to his/her teaching duties at the beginning of the school year nearest his/her discharge date from military service, except in case of physical and mental incapacities and/or dishonorable discharge. Every effort shall be made to place returning teachers with physical handicaps. A teacher who received dishonorable discharge will not be considered for placement. Returning teachers shall be eligible for placement in the same salary bracket which they would have attained during their leave without loss of seniority. No credit for military service shall be granted unless the teacher was an employee of the Flushing Board of Education at the time of his/her induction into the military. Whenever a teacher who is a member of a military reserve unit is called to active duty during his/her contractual year, he/she shall be paid the difference between his/her regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for the Board of Education, provided that the total period of such

services does not exceed two (2) calendar weeks in any single calendar year. Before such payment shall be made, the teacher shall file with the administrator in charge of Personnel of the school district a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

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

## ARTICLE 16

### ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere conducive to free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Teachers have a responsibility in a democratic society to present equally both sides of any controversial issue.
- B. Academic freedom shall be guaranteed to teachers to study, investigate, present and interpret facts and ideas concerning man, human society, the physical and biological world and other branches of learning, appropriate to the particular students involved. Occasionally instructional methods may need to be adjusted in light of general standards and criteria applying to all teachers.
- C. The exercise of rights under this clause is for the primary purpose of educating students. It is not the purpose of this article to provide a forum for a teacher's personal biases, political ideas, personal animosities, or matters relating to negotiations or grievances.

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

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

## ARTICLE 17

### TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two times during the school year; one evaluation no later than two months following the teacher's first day of teaching, and one additional evaluation as scheduled by the principal. This does not limit the principal's right to observe at any time.
- B. Evaluations shall continue to be conducted by a qualified building principal or assistant principal or other full-time administrator. Each written observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the classroom performance of a teacher for the purpose of writing evaluation shall be conducted openly and with full knowledge of the teacher. The teacher will be individually notified of a two (2) week period within which observation for written evaluation will be conducted.
- C. A personal interview shall take place as soon as possible following the day of the classroom observation. The administrator shall prepare and submit a written report and recommendations to the teacher within twenty (20) work days of the observation.
- D. Three copies of the formal evaluation shall be signed by the evaluating administrator and the teacher, two signed copies to be returned to the administrator and the third to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- E. At least sixty (60) days before the close of each school year the controlling Board shall provide a probationary teacher with a definite written statement as to whether or not his/her services will be discontinued. If the written evaluation contains any information not previously made known to and discussed with the probationary

teacher, the teacher shall have an opportunity to submit additional information to the superintendent.

- F. Tenure teachers shall receive a formal written evaluation at least once during a three (3) year period. However, any teacher who has had a major assignment change or whose last evaluation indicated a need for improvement, shall receive a formal written evaluation within one (1) year.

## ARTICLE 18

### PROFESSIONAL BEHAVIOR

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

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

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

- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, or compensation, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth in ARTICLE 28. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## ARTICLE 19

### PROFESSIONAL IMPROVEMENT

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

## ARTICLE 20

### REDUCTIONS IN PERSONNEL

- A. The Association and Board recognize that the following conditions may necessitate a reduction in professional teaching staff:
1. Unfavorable financial condition of the district.
  2. Substantial reduction in student enrollments.
  3. Phasing out certain programs through legislative or school board action.
- B. Should it become necessary to reduce staff, the following procedure will be used:
1. Probationary employees (non-tenure) will be laid off first provided there are tenure teachers in the district, certified and qualified to perform the services of the probationary teacher.
  2. If further reduction is necessary, tenure teachers will be laid off on the basis of seniority and certification in the district. When seniority and certification are equal between teachers, the determining criteria will be used by the Board in this order to select the teacher to be retained. The Board will consider (A) majors, (B) minors, (C) previous experience in the district, (D) advanced degrees, and (E) previous experience outside the district.
  3. Seniority will be defined as non-terminated full-time and/or prorated part-time experience in the district from the first day of employment immediately following last date of hire.
- C. The Association will be given the opportunity to review any lay-off list prior to notification of individual teachers.
- D. Recall shall be in the inverse order and in consideration of factors set forth in Paragraphs B 1-3. Upon recall, the teacher's seniority and accrued rights shall be reinstated as they existed at time of lay off.

- E. After notification of recall by certified letter to last known address, a teacher shall have two weeks to accept recall by certified letter. Failure to respond shall constitute voluntary termination of employment.
- F. The remaining six (6) individuals employed as administrators in 1982-83 shall continue to accumulate seniority as teachers in accordance with past practice. However, any other individuals employed as administrators thereafter shall not accumulate seniority in the bargaining unit while serving in an administrative capacity. No administrator may voluntarily return to the bargaining unit if such placement precludes recall of a bargaining unit member.
- G. Teachers on layoff shall continue to be offered daily substitute work within their areas of certification at current district rates, provided that such teachers indicate availability for such work to the personnel office and such availability is maintained.

## ARTICLE 21

### CONTINUITY OF OPERATIONS

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

## ARTICLE 22

### SCHOOL CALENDAR

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

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

### ARTICLE 23

#### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in APPENDIX B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All new teachers shall be given up to six (6) years credit on the salary schedule set forth in APPENDIX B for teaching experience in other Michigan school districts or other teaching experience in school districts of similar standing. Application of the terms of this paragraph is not retroactive to a date before the date of this contract.
- C. Initial placement on the salary schedule will reflect a half-year's experience elsewhere. In addition, the half-year steps will be applied as follows: Teachers working one-half (1/2) day for the entire year or working full days for one entire semester shall be awarded one-half (1/2) year's credit on the appropriate increment level.
- D. Teachers involved in extra duty assignments as set forth in ARTICLE 11 Paragraph G and in APPENDIX B-1 which is attached to and incorporated in the Agreement shall be compensated in accordance with the provisions of this Agreement. At the option of the individual teacher:
  - 1. Pay over the season or the duration of the activity, or
  - 2. One lump sum check at the end of the season or activity.
- E. Degree schedules shall be interpreted as follows:

BA - Any Bachelor degree.

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

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

MA - Master's degree.

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

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

Semester hours beyond a particular degree level which are recognized as graduate credits by the university offering them will also be recognized by the Board.

- F. Teachers required, in the course of their work, to drive their personal automobiles shall receive the current allowable U.S. Internal Revenue mileage rate per mile. The teachers shall have such automobiles insured under their own policies. The Board will continue its general liability policy but such shall not be in lieu of personal insurance.
- G. Whenever salary is to be deducted from any teacher because of work missed which is not covered under any leave policy stated in this Agreement, the salary shall be deducted at a ratio of 1/teacher days per calendar year of the teacher's contracted salary for each day missed. No deduction shall be made for any extra duty assignment, unless the teacher or coach is absent during the time or season the extra assignment is in progress.
- H. Payroll checks will be issued bi-weekly on Fridays to all teachers except as elsewhere provided. All teachers' W-2 forms will be given to the teacher in a sealed envelope.
- I. To determine the gross bi-weekly amount, contractual salaries will be divided (1) by 26 or (2) by the amount of pay dates from the opening of school through the end of the school year. If the contractual salary is divided by 26, bi-weekly checks will continue throughout the summer months. Teachers wishing checks mailed to them throughout the summer months must leave self-addressed envelopes provided



by their school office for this purpose. The contractual salary will be paid to teachers, less withholding tax and social security, all itemized separately. A statement of gross earnings up to said payment will be included in each check.

- J. No teachers shall be hired above their qualified steps on the salary schedule.
- K. If a teacher is required to substitute teach and/or supervise for another teacher during the time the teacher is normally scheduled for a planning and conference period, the teacher shall receive the following extra pay:

	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-2001</u>
High School - per class period	\$23.50	\$24.00	\$24.50
Junior High - per class period	\$20.50	\$21.00	\$21.50
Elementary - per class period	\$14.50	\$15.00	\$15.50

This section shall not apply to voluntary "trade-offs" arranged by teachers and administrators.

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

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
20 years or more -	\$ 900	\$ 950	\$1,000
25 years or more -	\$1,400	\$1,475	\$1,550

## ARTICLE 24

### INSURANCE

- A. The Board shall provide to each full time teacher, without payment or premium by the teacher unless otherwise specified, one, and only one, coverage from each GROUP listed below to a total of three coverages. Election of coverages for the school year shall be made by the teacher by September 15 (with coverage changes to be effective October 1) or within five school days of hire or return from leave or layoff.

### GROUP I

- a) MESSA Super Care 1 with Preferred RX \$5.00 and \$100/200 Deductible (Appropriate Single or Family Coverage)
- b) An additional salary amount of one hundred dollars (\$100) per month. At the option of the teacher this additional salary can be converted to an annuity program of choice. (This option may be elected only if teacher is covered through health insurance through spouse).

### GROUP II

- a) MESSA/DELTA Dental Plan E with 007 Orthodontic Rider (Appropriate Single or Family Coverage - no coordination of benefits)
- b) MESSA/DELTA Dental Plan C with 007 Orthodontic Rider (Family Coverage - internal and external coordination of benefits)
- c) An additional salary amount of twenty dollars (\$20) per month. At the option of the teacher this additional salary can be converted to the annuity program of choice. (This option may be elected only if teacher is covered with dental insurance through spouse.)

### GROUP III

- a) MESSA/VSP-2 Vision Plan (Appropriate Single or Family Coverage)
  - b) An additional salary amount of ten dollars (\$10) per month. At the option of the teacher this additional salary can be converted to the annuity program of choice. (This option may be elected only if teacher is otherwise covered with vision insurance.)
  - c) Supplemental Group Term Life (\$5,000 on the life of teacher). (This option may be elected only if teacher is otherwise covered with vision insurance.)
- B. Teachers teaching less than full time shall be eligible to elect coverages from A above on the same basis as full time teachers. However, such teachers would be responsible for a prorated share of the premiums on a payroll deduction basis.
- C. The Board shall continue to provide long term disability insurance coverage for all teachers without payment of premium by the teacher. The coverage shall continue to be at 66-2/3% of annual contractual salary with set-offs (when applicable) from worker's compensation, social security and state retirement benefits. Such set-offs

shall not include COL increases after such benefits commence. Benefits shall continue to be payable beginning the 91st day of disability.

- D. The Board shall provide to each full time teacher, without payment of premium by the teacher, group term life insurance coverage, plus an equal amount of group term accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000). This amount will include any coverage as a result of election of MESSA Super Care 1 with Preferred RX \$5.00 and \$100/200 Deductible.
- E. The Board shall provide to each teacher teaching less than full time a pro-rated amount of the coverage indicated in D above.
- F. In the event that an employee is absent because of illness or injury and has exhausted accrued sick leave, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- G. The Board shall make payment of insurance for all teachers who complete their contractual obligation to assure insurance coverage for the full 12-month period even though the teacher may not be returning the next school year.
- H. The Board agrees that it is the Board's responsibility to inform all teachers of the insurance benefits due them.
- I. The insurance benefits to all eligible teachers become valid only when the appropriate form is submitted to the personnel office. It is the teacher's responsibility to see that all appropriate forms are submitted.
- J. Temporary teachers or teachers teaching less than half-time shall not be eligible for any insurance program, except as mandated by Michigan school law.

## ARTICLE 25

### SPECIAL and STUDENT TEACHING ASSIGNMENTS

- A. Assignments for the Driver Education Program will be made by the Board on the basis of preference to tenure teachers regularly employed in the district during the normal school year. Teachers shall be compensated according to the salary schedule as set forth in APPENDIX B-1.
- B. Supervisory teachers of student teachers shall be selected on a voluntary basis from among those teachers deemed qualified by the administration and who have attained tenure or have had equivalent teaching experience.

- C. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the district by the placing university shall be administered by the Joint Professional Advisory Committee for enrichment purposes. Individual buildings shall be given the opportunity to submit specific recommendations.
- D. The Board agrees to make available to supervising teachers of university or college-placed student teachers a sufficient number of copies for student teachers of texts, guides, building policies, and the current negotiated Agreement.

## ARTICLE 26

### STUDENT DISCIPLINE and TEACHER PROTECTION

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

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

#### ARTICLE 27

##### JOINT PROFESSIONAL ADVISORY COMMITTEE

- A. There is hereby established a Joint Professional Advisory Committee. The Superintendent or his/her designee and the President of the Association or his/her designee shall act as non-voting co-chairs of this committee. There shall be a minimum of three (3) representatives appointed by the Board or their designee, and three (3) representatives appointed by the Association. One representative from each party shall be selected from the elementary, junior and senior high. The Committee shall meet at least once each month to discuss such matters as teaching techniques, curriculum, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, and educational specifications for buildings. It is understood by the parties that these meetings shall not be held during the regular school day. It is further understood that the members of this committee or any member of its subcommittees shall not receive any pay or released time to conduct these meetings.
- B. The Committee may recommend appropriate professional subcommittees to investigate and make written proposals that will improve the educational process. It is understood that each sub-committee shall work in an ad hoc capacity. It is further understood that the Board must approve all projects that require the expenditure of school district funds and may refuse to provide funds for any project not deemed educationally sound.

- C. The clerical expenses of the committee or its sub-committees shall be borne by the Board.
- D. All reports of the committee or its sub-committees, including their recommendations, shall be submitted in writing to all members of the committee as well as the Board and Association.
- E. The parties agree that the committee and its sub-committees serve in an advisory capacity only, and that failure of the Board to place any of its recommendations into effect shall not constitute the basis for a grievance.
- F. The Board's decision to accept or reject any proposal is final and binding on all parties and is not subject to appeal.

## ARTICLE 28

### PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any Article or Section of this Agreement, or any rule, order, or regulation of the Board affecting wages, hours, terms or conditions of employment of any member of the unit. Non-renewal of a probationary (as defined by the tenure law) teacher's service is specifically excluded from the grievance procedure. A teacher, the Association or the Board's designee may process a grievance by adhering to the following procedure:
- B. Grievances shall be initiated by a STEP ONE discussion within fifteen (15) school days of the occurrence or fifteen (15) school days of the date when the grievant should reasonably have had knowledge of such occurrence.
- C. STEP ONE: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal, or at the level appropriate to the nature of the grievance, either personally or accompanied by his/her Association representative.
- D. STEP TWO: If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in annexed APPENDIX C., signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within four (4) school days of the STEP ONE discussion. If the grievance involves more than one school building, it may be filed with an appropriate representative designated by the Superintendent.

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

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

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

- J. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated.
- K. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Any grievance not advanced to the next step by the grievant within the time limit in that step, or if no time limit is specified within four (4) school days, shall be deemed abandoned. Physical presence of the grievant shall be required at each step of the grievance procedure. Upon termination of the teachers' contract, all rights and privileges of this Agreement are forfeited.
- L. Prior to the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- M. If a teacher, not under suspension, is called by the Board or the Association to meetings held by a mediator or arbitrator during the school day of any professional grievance proceeding, including arbitration, the teacher shall be released from regular duties without loss of salary.

## ARTICLE 29

### NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. Beginning not later than May 1 of the calendar year in which this Agreement expires, the teacher organization and the Board agree to initiate negotiations for the purpose of entering into a successor Agreement in accordance with the procedure set forth herein in good faith efforts to reach agreement concerning teacher's wages, hours and conditions of employment. Any Agreement so negotiated shall be reduced to writing and signed by the Board and the Teacher organization.
- C. Neither party in any negotiations shall have any control over selection of the negotiating or bargaining representatives of the other party. The parties mutually



pledge that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of the final Agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.

### ARTICLE 30

#### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties.
- B. This agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment for agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- D. If any provision of this Agreement is found contrary to law, then such provision shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled "Professional Agreement between the Flushing School District and Local 10 MEA/NEA (Flushing Unit)" shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now employed and thereafter employed. Further, that the Board shall furnish additional copies of the Master Agreement to the Association for the printing cost.
- F. A teacher must report unavailability for work no later than one hour before the start of the teacher's teaching day. The teacher shall be required to report only once for each absence and will be informed of the telephone number to call.
- G. The Board will pay for the school-administered TB tine test.
- H. In the event of annexation, consolidation or dissolution of the school district, the provisions of this Agreement shall be binding on the successor(s) to the Board to the extent permitted and/or required by law.

- I. In the event that during the life of this agreement the sixth grade is placed in the Junior High Building, agreement provisions related to elementary teachers shall continue to be applied if a "self-contained classroom" structure is continued. If however, the sixth grade structure is changed to junior high type scheduling, the agreement provisions related to junior high teachers shall be applied.

## ARTICLE 31

### CLASS SIZE

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

Kindergarten	26
Grade 1	27
Grades 2 through 6	28

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

In the event an elementary school building has an average class size in grades 1-6 exceeding a 26 to 1 classroom teacher ratio, and the pupils are assigned to a classroom above the indicated maximums (in no classroom more than 3 pupils above), that classroom teacher shall be paid \$10 for each pupil for each school day between the count day and the end of the school year that the classroom teacher's class size exceeds the maximum class size stated.

When assigning pupils to classrooms above the indicated maximum class sizes, the most senior teachers (not already three over maximum) at that grade level in that building where the pupil has been assigned shall have first opportunity to take

additional pupils before those pupils are assigned to the least senior teacher at that grade level in that building (not already three over maximum).

- C. A team of classroom teachers, with the concurrence of the building principal and all of the classroom teachers involved in the team, may increase some of the class sizes within the team above the maximums indicated in B above. However, in such cases there must be corresponding decreases of the remaining classes within the team below the maximums so as not to exceed the maximums indicated in B above on an average basis.
- D. The maximum secondary school class size per regular classroom teacher (excepting physical education and music), shall not exceed an average of 31 students (155 students per five class period assignment or 186 students for six period assignment). Additionally, no individual class may exceed 34 students.
  - 1. In the event a class (on the count date) exceeds the class size maximum at the secondary grades, and the excess students will not be reassigned, that teacher shall be compensated for each additional pupil at the rate of one hundred ten dollars (\$110) per pupil, per class, per semester.
- E. In the event enrollment in the district exceeds current available classroom space, both parties agree to renegotiate maximum class sizes.
- F. During each semester of this Agreement, the following listed persons shall meet as a group and review any teacher concerns related to class sizes at the secondary schools, provided that the concerns have been thoroughly reviewed at the building level:

- The President of the Board of Education
- The President of the Association and a designee
- The Superintendent of Schools and a designee
- The High School and Junior High Principals
- The High School Department Coordinators
- The Assistant Superintendent for Instructional Service

## ARTICLE 32

### MODEL PROGRAM

- A. Mutually agreed upon model programs involving teachers, may result in certain necessary deviations from contractual clauses. Such shall be subject to Association and Board approval. Detailed synopsis and recommendations shall be made available to all parties and considered in future years for extension of such a

program as a regular program or continuation on an experimental basis. The Board has no obligation to continue such model programs past the current period.

ARTICLE 33

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of August 27, 1998 and shall continue in effect until the 31st day of August, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Local 10 MEA/NEA

Flushing Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiator - Chairman

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

**APPENDIX A  
1998-1999 SCHOOL YEAR**

**STUDENT  
DAYS      TEACHER  
DAYS**

<b>July 1998</b>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	22	23	(24)	25
26	27	28	29	30	31	

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<b>August 1998</b>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
						1
2	3	4	5	6	(7)	8
9	10	11	12	13	14	15
16	17	18	19	20	(21)	22
23	24	25	26	27	28	29
30	<b>31</b>					

Aug. 27 Teacher Professional Development/Workday	<b>01</b>	<b>02</b>
Aug. 31 First day for students - AM only Teacher Professional Development- PM		

<b>September 1998</b>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1	2	3	(4)	5
6	7	8	9	10	11	12
13	14	15	16	17	(18)	19
20	21	22	23	24	25	26
27	28	29	30			

Sep. 7 Labor Day No School	<b>21</b>	<b>21</b>
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**Bold:** Teacher work days.  
**[ ]** No school for students.  
**( )** Pay dates

Half day for teachers  
 Half day for students

October 1998						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				1	(2)	3
4	5	6	7	8	9	10
11	12	13	14	15	(16)	17
18	19	20	21	22	23	24
25	26	27	28	29	(30)	31

	Student Days	Teacher Days
Oct. 16 End of 1st marking period for secondary	22	22
Oct. 30 End of 1st marking period elementary		

November 1998						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2	3	4	5	6	7
8	9	10	11	12	(13)	14
15	16	17	18	19	20	21
22	23	24	(25)	26	27	28
29	30					

	Student Days	Teacher Days
Nov. 12 Parent/Teacher Conf. 1-4:00 & 6-9:00 PM One-half day for students	18	18.5
Nov. 13 No school for students Parent/Teacher Conf. 8-11:00 AM		
Nov. 20 End of 2nd marking period secondary		
Nov. 26-Thanksgiving Vacation Nov. 27 No School		

December 1998						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1	2	3	4	5
6	7	8	9	10	(11)	12
13	14	15	16	17	18	19
20	21	(22)	23	24	25	26
27	28	29	30	31		

	Student Days	Teacher Days
Dec. 23- Christmas Vacation - Dec. 31 No School	16	16

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates



Half day for teachers  
 Half day for students

January 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	(8)	9
10	11	12	13	14	15	16
17	[18]	19	20	21	(22)	23
24	25	26	27	28	29	30
31						

		Student Days	Teacher Days
Jan. 1	No School	19	20
Jan. 18	No school for students Teacher Professional Development		
Jan. 22	End of 1st semester One-half day for students- AM Teacher Workday- PM		

February 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	(5)	6
7	8	9	10	11	12	13
14	15	16	17	18	(19)	20
21	22	23	24	25	26	27
28						

		Student Days	Teacher Days
Feb. 12-15	Midwinter Break No School	18	18

March 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	(5)	6
7	8	9	10	11	12	13
14	15	16	17	(18*)	(19*)	20
21	22	23	24	25	26	27
28	29	30	31			

		Student Days	Teacher Days
Mar. 12	End of 4th marking period for secondary	23	22.5
Mar. 18	Parent/Teacher Conf. 1-4:00 & 6-9:00 PM *One-half day for secondary students only-AM only		
Mar. 19	*One-half day for secondary students only-AM		
Mar. 26	End of 3rd marking period elementary		

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

— Half day for teachers  
 ○ Half day for students

April 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				(1)	2	3
4	5	6	7	8	9	10
11	12	13	14	15*	(16)*	17
18	19	20	21	22	23	24
25	26	27	28	29	(30)	

	Student Days	Teacher Days
Apr. 2- Spring Break Apr. 9 No School	16	16
Apr. 15 Parent/Teacher Conf. 1-4:00 & 6-9:00 PM *One-half day elementary only		
Apr. 16 *One-half day elementary only		
Apr. 30 End of 5th marking period secondary		

May 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	(14)	15
16	17	18	19	20	21	22
23	24	25	26	27	(28)	29
30	31					

	Student Days	Teacher Days
May 31 Memorial Day No School	20	20

June 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	(11)	12
13	14	15	16	17	18	19
20	21	22	23	24	(25)	26
27	28	29	30			

	Student Days	Teacher Days
Jun. 11 Last day of school for students- AM Teacher Workday- PM	09	09.5
Jun. 12 Teacher Workday - AM only		
	<b>183</b>	<b>185.5</b>
Full days	177	
Half days	6	

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

— Half day for teachers  
 ○ Half day for students



1999-2000 SCHOOL YEAR

Student Days      Teacher Days

July 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	(9)	10
11	12	13	14	15	16	17
18	19	20	21	22	(23)	24
25	26	27	28	29	30	31

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August 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	(6)	7
8	9	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	24	25	<b>26</b>	27	28
29	<b>30</b>	31				

Aug. 26 Teacher Professional Development	<b>02</b>	<b>03</b>
Aug. 30 First day of school for students- AM only Teacher Professional Development- PM		

September 1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	(3)	4
5	6	7	8	9	10	11
12	13	14	15	16	(17)	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sep. 6 Labor Day No School	<b>21</b>	<b>21</b>
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**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

 Half day for teachers  
 Half day for students

October 1999						
1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	(15)	16
17	18	19	20	21	22	23
24	25	26	27	28	(29)	30
31						

	Student Days	Teacher Days
Oct. 15 End of 1st marking period secondary	21	21
Oct. 29 End of 1st marking period elementary		


November 1999						
1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	(24)	25	26	27
28	29	30				

	Student Days	Teacher Days
Nov. 11 Parent Teacher Conf. 1-4:00 PM & 6-9:00 PM One-half day for students - AM only	19	19.5
Nov. 12 Parent Teacher Conf. 8- 11:00 AM No school for students		
Nov. 24 End of 2nd marking period secondary		
Nov. 25-Thanksgiving Vacation Nov. 26 No School		

December 1999						
1999						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	(22)	23	24	25
26	27	28	29	30	31	

	Student Days	Teacher Days
Dec. 23- Christmas Vacation Dec. 31 No School	16	16

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

 Half day for teachers  
 Half day for students

January 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	(7)	8
9	10	11	12	13	14	15
16	[17]	18	19	20	(21)	22
23	24	25	26	27	28	29
30	31					

	Student Days	Teacher Days
Jan. 17 Teacher Professional Development No School for students	20	21
Jan. 21 End of 1st semester One-half day for students- AM Teacher Professional Development- PM		

February 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	(4)	5
6	7	8	9	10	11	12
13	14	15	16	(17)	18	19
20	21	22	23	24	25	26
27	28	29				

	Student Days	Teacher Days
Feb. 18- Mid-Winter Break Feb. 21 No School	19	19

March 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	(3)	4
5	6	7	8	9	10	11
12	13	14	15	16*	(17)*	18
19	20	21	22	23	24	25
26	27	28	29	30	(31)	

	Student Days	Teacher Days
Mar. 10 End of 4th marking period secondary	23	22.5
Mar. 16 Parent/Teacher Conf. 1-4:00 & 6-9:00 PM *One-half day for secondary students		
Mar. 17 *One-half day for secondary students		
Mar. 24 End of 3rd marking period elementary		

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

     Half day for teachers  
 ○ Half day for students

## April 2000

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

	Student Days	Teacher Days
Apr. 6 Parent/Teacher Conf. 1-4:00 & 6-9:00 PM *One-half day for elementary students	<b>14</b>	<b>14</b>
Apr. 7 *One-half day for elementary students		
Apr. 20 End of 5th marking period secondary		
Apr. 21- Spring Vacation Apr. 28 No School		

## May 2000

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

May 29 Memorial Day No School	<b>22</b>	<b>22</b>
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## June 2000

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

Jun. 9 Last day of school for students- AM Teacher Workday- PM	<b>07</b>	<b>07.5</b>
Jun. 10 Teacher Workday- AM		
	<b>184</b>	<b>186.5</b>
Full Days	<b>178</b>	
Half Days	<b>6</b>	

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

○ Half day for teachers  
 ○ Half day for students

2000-2001 SCHOOL YEAR

Student Days      Teacher Days

July 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	(7)	8
9	10	11	12	13	14	15
16	17	18	19	20	(21)	22
23	24	25	26	27	28	29
30	31					

--	--



August 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	(4)	5
6	7	8	9	10	11	12
13	14	15	16	17	(18)	19
20	21	22	23	24	25	26
27	<b>28</b>	29	30	31		

Aug. 24 Teacher Professional Development	<b>04</b>	<b>05</b>
Aug. 28 First day of school for students - AM Teacher Professional Development- PM		

September 2000						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	(15)	16
17	18	19	20	21	22	23
24	25	26	27	28	(29)	30

Sep. 4 Labor Day No School	<b>20</b>	<b>20</b>
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**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

 Half day for teachers  
 Half day for students

October 2000						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2	3	4	5	6	7
8	9	10	11	12	(13)	14
15	16	17	18	[19]	20	21
22	23	24	25	26	(27)	28
29	30	31				

	Student Days	Teacher Days
Oct. 13 End of 1st marking period secondary	21	22
Oct. 19 No School Teacher Professional Development		
Oct. 27 End of 1st marking period elementary		



November 2000						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	(22)	23	24	25
26	27	28	29	30		

	Student Days	Teacher Days
Nov. 9 Parent/Teacher Conf. 1-4:00 & 6-9:00 PM One-half day for students	19	19.5
Nov. 10 Parent/Teacher Conf. 8-11:00 AM No School for students		
Nov. 22 End of 2nd marking period secondary		
Nov. 23-Thanksgiving Vacation Nov. 24 No School		

December 2000						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					1	2
3	4	5	6	7	(8)	9
10	11	12	13	14	15	16
17	18	19	20	(21)	22	23
24	25	26	27	28	29	30
31						

	Student Days	Teacher Days
Dec. 22-Christmas Vacation Dec. 29 No School	15	15

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

 Half day for teachers  
 Half day for students

January 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	(5)	6
7	8	9	10	11	12	13
14	[15]	16	17	18	(19)	20
21	22	23	24	25	26	27
28	29	30	31			

Jan. 1	No School	21	22
Jan. 15	No School for students Teacher Professional Development		
Jan. 19	End of 1st semester One-half day for students - AM Teacher Professional Development- PM		

February 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	(2)	3
4	5	6	7	8	9	10
11	12	13	14	15	(16)	17
18	19	20	21	22	23	24
25	26	27	28			

Feb. 19	Midwinter Break No School	19	19
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March 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	(2)	3
4	5	6	7	8	9	10
11	12	13	14	15*	(16)*	17
18	19	20	21	22	23	24
25	26	27	28	29	(30)	31

Mar. 9	End of 4th marking period secondary	22	21.5
Mar. 15	Parent/Teacher Conf. 1-4:00 & 6-9:00 PM *One-half day for secondary students - AM		
Mar. 16	*One-half day for secondary students - AM		
Mar. 23	End of 3rd marking period elementary		

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

— Half day for teachers  
 ○ Half day for students

April 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5*	6*	7
8	9	10	11	(12)	13	14
15	16	17	18	19	20	21
22	23	24	25	26	(27)	28
29	30					

	Student Days	Teacher Days
Apr. 5 Parent/Teacher Conf. 1-4:00 & 6-9:00 PM *One-half day for elementary students- AM	15	15
Apr. 6 *One-half day for elementary students- AM		
Apr. 13- Spring Break Apr. 20 No School		
Apr. 27 End of 5th marking period secondary		

May 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	(11)	12
13	14	15	16	17	18	19
20	21	22	23	24	(25)	26
27	28	29	30	31		

	Student Days	Teacher Days
May 28 Memorial Day No School	22	22

June 2001						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	(8)	9
10	11	12	13	14	15	16
17	18	19	20	21	(22)	23
24	25	26	27	28	29	30

	Student Days	Teacher Days
Jun. 8 Last day of school for students- AM Teacher Workday- PM	06	06.5
Jun. 9 Teacher Workday - AM		
	<hr/>	<hr/>
	184	187.5
Full Days	178	
Half Days	6	

**Bold:** Teacher work days.  
 [ ] No school for students.  
 ( ) Pay dates

     Half day for teachers  
 ○ Half day for students



**APPENDIX B**  
**SALARY SCHEDULE**  
**1998-1999**

STEP	BA	BA+	MA	MA+15	MA+30
0	29,998	31,683	33,434	34,836	36,044
0.5	30,747	32,395	34,268	35,706	36,942
1	31,515	33,122	35,127	36,600	37,872
1.5	32,304	33,871	36,004	37,517	38,817
2	33,113	34,637	36,907	38,454	39,787
2.5	33,940	35,414	37,834	39,415	40,783
3	34,789	36,212	38,779	40,400	41,807
3.5	35,659	37,026	39,748	41,414	42,851
4	36,552	37,861	40,743	42,451	43,920
4.5	37,469	38,714	41,764	43,513	45,021
5	38,405	39,588	42,808	44,601	46,148
5.5	39,273	40,578	43,879	45,720	47,304
6	40,157	41,595	44,975	46,860	48,488
6.5	41,060	42,635	46,102	48,035	49,701
7	41,983	43,705	47,254	49,239	50,939
7.5	42,931	44,797	48,439	50,470	52,215
8	43,896	45,919	49,651	51,734	53,524
8.5	44,888	47,069	50,894	53,028	54,861
9	45,895	48,245	52,167	54,354	56,234
9.5	46,935	49,453	53,474	55,711	57,643
10	47,987	50,689	54,808	57,108	59,084
10.5	49,069	51,960	56,183	58,537	60,562
11	50,539	53,625	57,953	60,365	62,441

## SALARY SCHEDULE 1999-2000

STEP	BA	BA+	MA	MA+15	MA+30
0	30,778	32,507	34,303	35,742	36,981
0.5	31,546	33,237	35,159	36,634	37,902
1	32,334	33,983	36,040	37,552	38,857
1.5	33,144	34,752	36,940	38,492	39,826
2	33,974	35,538	37,867	39,454	40,821
2.5	34,822	36,335	38,818	40,440	41,843
3	35,694	37,154	39,787	41,450	42,894
3.5	36,586	37,989	40,781	42,491	43,965
4	37,502	38,845	41,802	43,555	45,062
4.5	38,443	39,721	42,850	44,644	46,192
5	39,404	40,617	43,921	45,761	47,348
5.5	40,294	41,633	45,020	46,909	48,534
6	41,201	42,676	46,144	48,078	49,749
6.5	42,128	43,744	47,301	49,284	50,993
7	43,075	44,841	48,483	50,519	52,263
7.5	44,047	45,962	49,698	51,782	53,573
8	45,037	47,113	50,942	53,079	54,916
8.5	46,055	48,293	52,217	54,407	56,287
9	47,088	49,499	53,523	55,767	57,696
9.5	48,155	50,739	54,864	57,159	59,142
10	49,235	52,007	56,233	58,593	60,620
10.5	50,345	53,311	57,644	60,059	62,137
11	51,853	55,019	59,460	61,934	64,064

## SALARY SCHEDULE 2000 - 2001

Each level of the salary schedule shall be increased at the rate of 90% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than 2% nor more than 3%. EXAMPLE: Assume the increase in the foundation allowance for 2000-2001 is increased by 3%, the salary increase will be 2.7%; assume the increase for 2000-2001 is 2%, 90% would be 1.8% (except the minimum cap would elevate it to 2%).

**APPENDIX B-1 - EXTRA-CURRICULAR SALARIES**

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001*</u>
<b><u>Football and Basketball</u></b>			
High School Head	4,773	4,897	
High School Assistant or J.V. or Freshman	2,948	3,025	
Junior High	2,208	2,266	
<b><u>Track, Baseball, Softball, Hockey and Wrestling</u></b>			
High School Head	2,948	3,025	
High School Assistant or J.V. or Freshman	1,807	1,854	
Junior High	1,417	1,454	
<b><u>Cross Country, Tennis, Golf, Volleyball, Ski and Cheerleading (School Year)</u></b>			
High School Head	2,948	3,025	
High School Assistant or J.V. or Freshman	1,807	1,854	
Junior High	1,417	1,454	
<b><u>Soccer</u></b>			
High School Head	2,948	3,025	
High School Assistant or J.V. or Freshman	1,807	1,854	
<b><u>Weight/Strength Program Coach</u></b>			
Fall Sports Season	1,114	1,143	
Winter Sports Season	1,114	1,143	
Spring Sports Season	905	929	
Summer Sports Season	905	929	
<b><u>Instrumental Music</u></b>			
High School Band (School Year)	3,791	3,890	
High School Band Assistant (School Year)	2,341	2,402	
High School Summer Band and Band Camp	3,460	3,550	
Band Camp Assistant	570	585	
Junior High Band (School Year)	1,322	1,357	
Elementary Band (School Year - Combined Total)	1,099	1,128	
High School or Junior Orchestra (School Year)	667	684	
Elementary Orchestra (Combined Total-School Year)	667	684	
<b><u>Vocal Music</u></b>			
High School Vocal (School Year - all groups, rehearsals and performances)	2,311	2,371	
Junior High Vocal (School Year - all groups, rehearsals and performances)	619	635	
Elementary Chorus (School Year - per school)	274	281	

\*Extra-curricular salaries for the 2000-2001 school year to be determined.

## APPENDIX B-1 (Continued)

<u>High School</u>	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001*</u>
Play Director (Per play)	1,072	1,100	
Assistant Play Director (Per play)	667	684	
Musical Production Director	1,819	1,866	
Musical Production Assistant Director	886	909	
Quiz Bowl Team	1,009	1,035	
Chess Team	839	861	
Newspaper	830	852	
Annual	1,039	1,066	
Department Coordinator	515	528	
Club Sponsor	315	324	
Senior or Junior Class Head Sponsor	1,088	1,116	
Senior or Junior Class Assistant Sponsor	744	763	
Sophomore Class Head Sponsor	744	763	
Sophomore Class Assistant Sponsor	382	392	
Freshman Class Head Sponsor	544	558	
Freshman Class Assistant Sponsor	303	311	
<u>Junior High</u>			
Annual	829	851	
Play Director (Per play)	857	879	
Quiz Bowl	805	825	
Student Council	341	350	
<u>Elementary</u>			
Safety Patrol (Per school)	554	568	
Student Council (Per school)	274	281	
<u>Gifted &amp; Talented Coordinator</u>			
Elementary or Secondary	1,340	1,375	
<u>Driver Education Instruction</u>			
Driving (Per hour)	20.03	20.55	
Classroom (Per hour)	20.66	21.20	
<u>Summer School Instruction (Per hour)</u>	20.66	21.20	

\*Extra-curricular salaries for the 2000-2001 school year to be determined.

## NOTES:

- A. Coaches and/or sponsors will receive a 5% increase of their activity salary at the beginning of the fourth year they assume that responsibility. An additional 5% increase of the salary will be granted at the beginning of the seventh year.
- B. Any teacher performing assigned duties of club sponsor without such title may apply in writing to the Assistant Superintendent for Instructional Service for designation and remuneration of club sponsor provided such application shall initially be presented to the building principal for recommendation. A teacher not designated as club sponsor may decline performance of such duties.
- C. Should additional assignments be added, the Board and Association will meet to negotiate salaries to be paid.

APPENDIX C

GRIEVANCE REPORT FORM

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

Flushing Community School District

GRIEVANCE REPORT

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