

6/30/98

MASTER CONTRACT

*between the
Board of Education of the
City of Flint, Michigan
and the
Congress of Flint
School Administrators*



FLINT
COMMUNITY
SCHOOLS

*July 1, 1995
through
June 30, 1998*

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Flint Community Schools

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
CONGRESS OF FLINT SCHOOL ADMINISTRATORS

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AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
CONGRESS OF FLINT SCHOOL ADMINISTRATORS

THIS AGREEMENT entered into this first day of July, 1995, by and between the BOARD OF EDUCATION OF THE CITY OF FLINT, hereinafter called the "Board," and the CONGRESS OF FLINT SCHOOL ADMINISTRATORS, hereinafter called the "Congress,"

WITNESSETH:

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

WHEREAS, the Board and the Congress recognize that their mutual obligation to students, fellow professionals, community and other staff members requires the highest caliber of moral, legal, ethical and professional conduct, and

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

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

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Congress as the exclusive bargaining representative for all bargaining unit members, excluding all exempt personnel, as set forth by the Michigan Employment Relations Commission in the Consent Agreement of November 16, 1978, Case No. R78 F-344, and the certification of representative of February 17, 1981, Case No. R79 E-282.

B. Definitions

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

Any reference to employee gender in this master agreement shall be construed and applied on a gender neutral basis.

The term "bargaining unit member" shall refer to those employees represented by the Congress.

The term "day(s)," when used in this contract, unless expressly designated otherwise, shall mean school teaching days, except that it shall mean week days when the schools are in recess.

C. Affirmative Action

The Flint Board of Education, as an Equal Opportunity/Affirmative Action Employer, and the Congress agree to comply with federal and state laws prohibiting discrimination, including Title VI and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972 and Section 504 of the Rehabilitation Act of 1973 as well as the individuals with Disabilities Education Act (IDEA) of 1975, the Americans with Disabilities Act (ADA) of 1990, Michigan Handicappers Civil Rights Act of 1990, and the Civil Rights Act of 1991. It is the policy of the school board that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, handicap, or Vietnam War veteran status, shall be discriminated against in employment, educational programs and activities, or admissions.

ARTICLE II

Rights of Bargaining Unit Members and the Congress

- A. The Congress and its representatives shall have the right to use Board of Education buildings at hours when the buildings are open and not previously scheduled for other use, and the use shall be without charge if used for business meetings. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations.
- B. The Congress shall have access to and the use of existing inter-school mail (including electronic mail) services without costs, provided such services remain in their present form and are operated by the Board. All information and material which is intended

to be distributed on a district-wide basis to the membership via school mail services will be identified with the organization's and/or the author's name. A copy of such information or material will be sent to the Office of the Director of Employee Relations.

- C. Duly authorized representatives of the Congress shall be permitted to transact official Congress business at reasonable times provided that this shall not interfere with nor interrupt normal school operations and prior approval is granted by the Superintendent or his/her designee.
- D. Bargaining unit members will not be required to function outside the normal scope of their job duties, except in an emergency situation.
- E. The Board agrees to provide in the form in which it is available in the records of the district, upon written request of duly designated Congress representatives, all financial and nonconfidential personnel information excluding, however, any and all information or data which may be determined to be nonaccessible by any statute, administrative agency, or judicial body.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in or association with the activities of any employee organization. No employee shall be required to hold membership in any organization or to contribute directly or indirectly to any political party or any other organization or any agent or individual as a condition of employment or continuation of employment. Nor shall any employee be prejudiced in his or her employment because he or she has joined or failed to join any lodge, religious group, employees' association, union or other lawful organization.
- G. Bargaining unit members will, with the approval of the Superintendent or his/her designee, be allowed to attend professional conferences during working hours without loss of pay.
- H. In each school year during the term of this contract, twenty (20) days shall be provided to Congress elected officers or committee chairpersons for the purpose of attending local, state or national meetings. Said days shall not be used in adversary legal proceedings against the Board, such as arbitration, court suits or similar proceedings. There shall be no deduction from salaries for days used under this provision.
- I. In order to encourage the harmonious and expeditious resolution of citizens' complaints at the lowest possible administrative level, the Board agrees that a complaint on the part of a citizen which is to become a matter of record, regarding a bargaining unit member or a program and/or an employee said bargaining unit member directly supervises, shall be first discussed fully by the citizen with the affected bargaining unit member, prior to any action being taken on the matter.

If satisfactory resolution is not achieved, the complaining citizen will be referred to the Superintendent or his/her designee. The Superintendent or his/her designee will consult with the affected bargaining unit member before further action is taken with respect to the matter.

- J. Each bargaining unit member shall be granted an individual contract, the terms of which shall be consistent with the Master Contract. Such individual contracts will expressly deny administrative tenure in any bargaining unit position.
- K. The Board recognizes its obligation to provide safe working conditions for bargaining unit members.

ARTICLE III

Board Rights

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, 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. Illustrative of these rights are:
 - 1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.
 - 2. To hire all employees and, subject to the provisions of this contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, to promote and transfer all such employees.
 - 3. To establish, maintain and implement affirmative action policies not in conflict with this Agreement making all reasonable effort to hire minorities and women in bargaining unit positions.
 - 4. To establish grade levels, means and methods of instruction, selection of instructional materials, and employee assignments, including those employees who may be under the supervision of members of this bargaining unit.
 - 5. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance.
 - 6. To adopt rules and regulations.
 - 7. To determine the qualifications of employees, including physical conditions.

8. To initiate and carry out the means of obtaining financial support for the school district.
9. The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this Master Agreement. It is agreed that in the instance of a change of past practice or working conditions relating to noneconomic factors in effect as of December 1, 1978, the Board will consult with Congress representatives regarding the change or modification at least one week prior to final implementation. In the event the official protest is denied, the Board will provide a written response as to the reasons for the denial within five (5) working days.
10. The Board shall determine all methods and means to carry on the operation of the schools, including automation.

The Board shall not be arbitrary, capricious or discriminatory in the conduct of its rights under this Article.

ARTICLE IV

Membership, Fees and Payroll Deductions

- A. All bargaining unit members shall, as a condition of continued employment with the Board:
 1. Maintain membership in the Congress, or
 2. Pay a service fee equal in amount to the cost of collective bargaining, contract administration and grievance adjustments. Said amount shall be verified and submitted in writing to the Business Office of the Board.
- B. Any employee now employed by the Board or hereinafter employed by the Board who shall be, or become a bargaining unit member, shall, within sixty (60) days from the date of execution of the Agreement, or within sixty (60) days after the date of the indemnity hereinafter mentioned is received and approved by the Board, or within sixty (60) days of his/her employment, whichever event is later in point of time, make application to the Congress for membership, or pay a service fee as provided for in provision A.2 of this Article.
- C. Any bargaining unit member may sign and deliver to the Board an assignment authorizing the deduction of said membership dues or service fees. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between August 1 and September 14 of any subsequent year.

D. Upon presentation of the assignment to the Business Office of the Board, deductions shall be made for dues or service fees in ten (10) equal installments beginning in September and continuing through June, except that:

1. Deductions for bargaining unit members employed after September 15 of any school year shall be prorated. If the new employee begins work on or before the 15th of the month that employee will be assessed 10 percent of the amount set forth above per month.
2. Any dues or fees erroneously deducted by the Board and transmitted to the Congress shall be refunded to the Board or the bargaining unit member upon demand.
3. If a bargaining unit member, after all other authorized or mandatory deductions or garnishments, shall not have sufficient funds due him/her to provide for the payment of said dues or service fees, no sums shall be deducted, and the Congress shall assume the duty of direct collection from the bargaining unit member. The Congress shall assume the same responsibility in all cases where no deductions have been made because a bargaining unit member's earnings are insufficient during any pay period to pay such dues or service fees.

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

1. The procedure in all cases of payroll deduction of service fees for violation of this Article shall be as follows:
 - a. The Congress shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for payroll deduction of service fees will be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to comply, the Congress shall file charges in writing with the Board, and shall request payroll deduction of service fees. Payroll deduction of service fees shall be in one lump sum. A copy of the notice of noncompliance and proof of service thereof shall be attached to said notice.

- F. This Article shall not become operative until the Congress executes and delivers to the Board an agreement under which the Congress agrees to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs and expenses of whatsoever kind and nature (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article, and the defense of actions taken against the Board before any court or administrative agency.
- G. Should payroll deduction of service fees as provided in Section E be found contrary to law by an administrative tribunal or court of competent jurisdiction, Section E from the 1978-80 Master Contract shall be deemed in effect and the parties shall meet to discuss its implementation.
- H. The Board of Education shall furnish the Congress with the name and address of any newly hired employee whose position is included in the bargaining unit within two (2) weeks from the date of employment. The Congress, upon request, shall from time to time promptly deliver to the Board an alphabetical list of all members of the Congress in good standing. The Office of Staff Personnel Services shall provide each newly hired bargaining unit member a copy of the Master Contract.
- I. The Congress shall furnish the Board a directive as to the proper allocation of the dues and service fees. With respect to all sums deducted by the Board, whether for membership dues or service fees, the Board agrees, within fifteen (15) days after the end of the month in which deductions are made, to remit said deductions to the Congress accompanied by the alphabetical list of bargaining unit members for whom such deductions have been made.

ARTICLE V

Sick and Emergency Leave

- A. Sick and emergency leave shall be credited annually to each bargaining unit member on the first day of his/her employment year as follows:
 - 1. Ten (10) days for bargaining unit members on 39, 40, or 41 week contracts;
 - 2. Eleven (11) days for bargaining unit members on 42 through 46 week contracts;
 - 3. Twelve (12) days for bargaining unit members on contracts of 47 weeks or more.

- B. In the event that the service of any bargaining unit member is interrupted by reason of discharge, termination, suspension or leave, and said bargaining unit member has utilized more sick leave days than have been accumulated on a pro rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the bargaining unit member at the time of interruption.
- C. The total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.
1. No bargaining unit member shall forfeit accumulated leave days during approved leaves of absence.
 2. No bargaining unit member shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article VI. Sick leave accumulated prior to a leave of absence shall be credited upon return.
 3. All accumulated leaves shall automatically terminate on the date that a bargaining unit member's resignation, accepted by the Board, becomes effective.
- D. Annual and accumulated leave days shall be used either for personal illness or emergencies, as defined below; provided a bargaining unit member shall not be eligible to use such days while on a leave of absence under Article VI, except that for purposes of this Article, pregnancy-related disability shall be treated the same under this Contract as any other illnesses and/or disability. All bargaining unit members other than first year bargaining unit members shall be credited with and use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided:
1. The bargaining unit member notifies the Office of Staff Personnel Services that he/she will be unable to report because of personal illness or death or serious illness in his/her immediate family, and
 2. Immediately upon reporting for work the bargaining unit member complies with all of the requirements of this Article.
- E. Upon a bargaining unit member's return to work after an illness or disability of not more than five (5) days duration, or for a bargaining unit member to receive a paycheck after an illness or disability of more than five (5) days duration, a medical statement shall be submitted from a doctor certifying that the bargaining unit member is capable of returning to work, or continues to be ill or disabled.

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

In an instance where a bargaining unit member is absent more than fifteen (15) consecutive days, or in any instance where, in the judgment of the Board, a bargaining unit member's health is such that he/she should not report to work, the Board reserves the right to have the bargaining unit member examined by a physician selected by the Board. The cost of such examination shall be borne by the Board.

All medical information will be treated with the utmost confidentiality and shall not be read nor reviewed by personnel other than appropriate bargaining unit members without the bargaining unit member's permission.

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

1. Absence due to the death of a member of the immediate family shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, stepparents, brother, sister, son, daughter, stepchildren, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
2. Absence due to quarantine or serious illness of any person listed in paragraph F. 1 above shall be granted upon written recommendation of the immediate supervisor for a period not to exceed five (5) working days.
3. When serious illness of a member of the family is immediately followed by death, the leaves provided in paragraphs F.1 and F.2 may be extended upon written recommendation of the immediate supervisor; provided the total thereof shall not exceed eight (8) working days.
4. Paid emergency leave days in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee when circumstances deem it necessary.

5. Death leave for persons other than listed in paragraph F.1 above if the employee indicated the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the bargaining unit member has had close association for a long time, a distant relative who has been closer to the bargaining unit member than the relationship implies, a fiancée, etc.
6. In addition to the above, the Sick and Emergency Leave Committee may grant emergency leaves not to exceed two (2) days for reasons not enumerated herein. The Sick and Emergency Leave Committee shall require reasonable evidence of the existence of such emergency.

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

- G. An emergency leave form shall be completed by the bargaining unit member and submitted to the bargaining unit member's immediate supervisor immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.
- H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee.
- I. Any bargaining unit member who is absent because of injury or disease, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Worker's Compensation Law and his/her regular salary.
- J. The Board shall provide every bargaining unit member within 45 days after the beginning of school in the fall an accounting of their sick days accumulated. Such accounting shall not be binding upon the bargaining unit member or the Board.
- K. A Sick Bank shall be administered by the Sick and Emergency Leave Committee.

The rules, regulations and administrative procedures are set forth in Appendix B.
- L. A bargaining unit member shall not be prohibited from returning to work because the bargaining unit member is in a cast, on crutches, or using other similar support mechanisms, provided the bargaining unit member's physician will certify to the bargaining unit member's ability to return to work, and provided further the bargaining unit member can perform the essential duties of his/her assignment.

ARTICLE VI

Leaves of Absence

A. Extended Illness

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

B. Paid Personal Business Leave

1. Two (2) days of paid personal business leave per fiscal year shall be granted annually to all full-time employees in a regularly assigned position. Paid personal business days shall not be taken on the March Human Relations Day. The annual unused paid personal business leave shall accumulate as sick and emergency leave.
2. It is agreed that paid personal business leave days are provided for legitimate business, professional, and family obligations a bargaining unit member regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all-inclusive, are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the bargaining unit member or members of his/her immediate family, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance.
3. Application for paid personal business leave shall, except as hereinafter stipulated, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix G. Such requests made outside the terms of Appendix G but within the spirit of this Article may be granted upon approval of the appropriate division head. Bargaining unit members taking personal business leave days, except as stipulated above, shall be subject to discipline.

C. Religious Holiday Leave

Nonworking and personal business days will be granted for the purpose of religious holiday leave. Except as otherwise required by law, three (3) days leave of absence without pay shall be granted to bargaining unit members who wish to observe traditional and customary religious holidays.

D. Jury Duty and Court Service

1. When a bargaining unit member is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board of Education will reimburse the bargaining unit member for the difference between his/her regular pay and the amount he/she received for court services. It is the responsibility of the bargaining unit member to collect for his/her court services.
2. When a bargaining unit member is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees resulting from court service shall be paid to the Board.

E. Parental Leave

1. A bargaining unit member shall be granted a parental leave without pay at any time for the purpose of childbirth. The bargaining unit member shall present a certifying statement from the bargaining unit member's physician to the Office of Staff Personnel Services, whenever possible, sixty (60) days prior to such a leave.
2. A bargaining unit member shall be granted a parental leave without pay at any time for the purpose of adopting a child. The bargaining unit member shall notify the Office of Staff Personnel Services at the time of application for adoption and, further, if an interval of sixty (60) days elapses following the most recent notice to the Office of Staff Personnel Services of the pending adoption, the bargaining unit member shall submit a renotification notice.
3. Leaves under this provision shall be granted for not less than one (1) semester or more than eighteen (18) months.
4. A bargaining unit member may not return to work unless the bargaining unit member submits a physician's report confirming fitness to return to work in the instance of childbirth.
5. A bargaining unit member who otherwise qualifies for medical leave under the Family Medical Leave Act (FMLA) may exercise any and all rights set forth in the act. A bargaining unit member who takes a parental leave following such FMLA leave are required by law to repay fringe benefit premiums to the district.

F. Military Leave

1. Leave for extended military service will be granted in accordance with the requirements of law.
2. Whenever a bargaining unit member who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called to active service during his/her contractual year, he/she shall be paid the difference between his/her regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for the Board of Education, provided such service does not exceed two (2) calendar weeks in any single calendar year and is in accordance with State and Federal regulations. Before such payments shall be made, the bargaining unit member shall file in the Office of Staff Personnel Services a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or Federal authority for such service.

G. Detached Service Leave

A detached service leave may be granted to employees for not less than one semester for up to one (1) year by the board, provided the department or school and the other interests of the school district are not seriously impaired by the unit members absence. A written request for such leave must be submitted to and approved by the Executive Director of Staff Personnel Services prior to the start of the leave. An employee on leave shall notify the Office of Staff Personnel Services in writing at least 45 days prior to the end of the school year of his/her intentions. Returnees from detached service leave will be governed by Section K of this article.

1. Such leaves granted by the Board are considered "once-in-a-life-time" leaves. The Board retains full rights to deny such requests for detached leaves and that shall not become a matter of the grievance procedure.
2. Employees on detached leave will be pursuant to law, able to apply for insurance provisions under the consolidated Omnibus Reconciliation Act for up to eighteen months.

H. Sabbatical Leave

1. Sabbatical leaves for study and research will be granted by the Board to bargaining unit members who have completed seven (7) years of service in a position within the bargaining unit. Such sabbatical leaves shall be in recognition of significant service in the Flint Community Schools and for the purpose of encouraging scholarly achievement which contributes to the professional

effectiveness of the members of the staff and the value of their subsequent service to the Flint Community Schools. The Board, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider the criteria set forth in Appendix F.

2. Each year not less than one percent (1%) of the members of the bargaining unit who are otherwise eligible will be granted sabbatical leave. In calculating the maximum number of persons who would be eligible, fractions will be rounded off to the nearest whole number and half-year sabbatical leaves will be considered leave for one-half person.
3. Sabbatical leave may not be granted to one individual more often than once every seven (7) years. It will be granted only when the proposed purpose of the leave warrants it and when the interest of the Flint School System will not be seriously impaired by the bargaining unit member's absence.
4. A sabbatical leave may be granted for one (1) full school year beginning in the fall. Each bargaining unit member on sabbatical leave shall receive one-half the pay that he/she would otherwise receive during the period of this sabbatical leave plus medical-hospitalization insurance and life insurance, dental insurance, and long-term disability coverage as provided in this Agreement, except that long-term disability coverage will become effective at the end of the stipulated leave period, upon a doctor's written certification of continued disability. A bargaining unit member on sabbatical leave shall not render services for compensation in another educational institution, provided, however, this shall not preclude the acceptance of a fellowship or other assistance in research. Applicants who are granted such sabbatical must carry a full load of academic courses as determined by their university, college, or training institution.
5. Application for sabbatical leave shall be made in writing and received by the division head not later than February 1, preceding the school year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interest of the Flint School System.
6. Each bargaining unit member who is granted sabbatical leave shall be required to return to his/her duties in the Flint School System for a period of not less than one (1) year. Upon returning, a bargaining unit member granted leave shall present to the division head a full report regarding the use of his/her sabbatical leave.
7. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.

8. A bargaining unit member who has had his/her sabbatical leave approved pursuant to the procedures of Appendix F shall, except by mutual agreement between the Board and the bargaining unit member, be returned to the bargaining unit position from which the leave was granted, provided the sabbatical program is directly related to the bargaining unit members's current assignment and provided further that the position continues to exist upon the bargaining unit member's return. All other bargaining unit members granted sabbatical leaves shall be returned from leave in accord with the language of Article VI-K of the Master Contract.

I. Study Leave

A bargaining unit member may submit a plan for a year of fully scheduled academic study which substantially contributes to his/her competence in his/her bargaining unit assignment. Such plan will be reviewed by the division head, and if approved, the leave shall be granted. One (1) year experience credit will be granted upon presentation of evidence of successful completion of the plan as previously approved by the division head.

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

No more than three (3) study leaves for which experience increments are granted will be approved in any one academic year. Denial of study leave may be grieved on the grounds that such denial is unreasonable, provided no denial shall be unreasonable if three (3) study leaves have been granted in that academic year. The Board shall publish a policy which clearly delineates the proper form and procedure to be followed by bargaining unit members seeking study leaves.

J. Congress Leave

The Board agrees that one (1) bargaining unit member designated by the Congress will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Congress (local, state, or national) activities.

K. Miscellaneous

1. Leaves of absence under this Article, with the exception of paid personal business leave, extended illness and parental leaves, shall be granted only after the completion of probationary service.
2. Bargaining unit members on leave of absence for other than military service, detached service, Congress leave, or sabbatical leave shall not receive years-of-service credit toward salary increments for the period of the leave.

3. A bargaining unit member returning from leave of absence shall be offered the first vacancy for which he/she has had prior bargaining unit experience, provided the position has the same or lower grade than that formerly occupied by the bargaining unit member prior to the leave.
4. A bargaining unit member on leave for at least a semester shall be required to notify the Office of Staff Personnel Services in writing, not less than ninety (90) days prior to the expiration of leave, whether he/she will return to employment. A bargaining unit member not conforming to this notice requirement may have his/her employment terminated.

ARTICLE VII

Grievance Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the welfare or working conditions of bargaining unit members. The parties would meet informally with or without a Congress representative in an effort to resolve the dispute before it's reduced to writing. Both parties agree that proceedings shall be kept as confidential as appropriate.
- B. A grievance is a claim, by one or more bargaining unit members, filed either by an individual or group of individuals, or by the Congress where the subject of the grievance affects the bargaining unit as a whole or a substantial portion thereof, of improper application or interpretation of this Agreement, specifying the part of the Agreement which is claimed to be violated and the specifics of such violation.
- C. All alleged grievances shall be submitted promptly, responsibly and processed within reasonable time limits; but in any event a formal grievance must be filed within thirty (30) days after the occurrence, or awareness thereof of the events giving rise to the grievance.
- D. In the handling and processing of a grievance, the following procedures will apply.

Step One

An individual, or a group of individual bargaining unit members, or the Congress in the instance of a grievance affecting the unit as a whole or substantial portion thereof, shall submit to the Director of Employee Relations a statement of grievance detailing the nature of the grievance, the contract provision allegedly violated and all other relevant material giving rise to the grievance. Within five (5) days after the filing of the grievance, the Director of Employee Relations will convene a meeting of the

grievant, Congress representative(s), the affected exempt administrator, and the Director of Employee Relations or their designees to review the grievance. Within five (5) days following such meeting and review, the Director of Employee Relations shall respond in writing to the grievant and the Congress Grievance Chairperson.

Step Two

In the event the grievance remains unresolved upon the conclusion of step one, it may be submitted to the Superintendent of Community Education or his/her designee for review within five (5) days of the step one response. Within five (5) days of receiving the grievance appeal from step one, the Superintendent of Community Education or his/her designee will convene a meeting of the affected parties for the purpose of reviewing the grievance. Within fifteen (15) days following such meeting the Superintendent of Community Education or his/her designee shall respond in writing to the grievant and the Congress Grievance Chairperson.

Step Three

- a. Within ten (10) days of receipt of the answer at step two, the Congress may, by notice to the Office of Employee Relations, request that the matter be submitted to arbitration.
- b. The parties will select an arbitrator from its agreed panel of six (6) arbitrators. The selection of an arbitrator will be by blind draw. Each member of the panel will be used before a new rotation occurs. The parties will, from time to time, review the panel and may mutually agree to change the panel membership.
- c. It shall be the function of the arbitrator, and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
 - 1) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - 2) The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted.
 - 3) The Congress and the Board shall not be permitted to assert in any arbitration proceeding any ground or to reply to any evidence not previously disclosed to the other party.
- d. Both parties agree to be bound by the award of the arbitrator and agree that judgements thereon may be entered in any court of competent jurisdiction.

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

E. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
2. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Access shall be made available to all records of all unprivileged information used in the determination and processing of the grievance.
4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure, regardless of whether such time required may go beyond the expiration date of this document.
5. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted without Congress representation, if the adjustment is not inconsistent with the terms of this Agreement.
6. The term "days," when used in this Article, shall mean school teaching days, except that it shall mean weekdays when schools are in summer recess. Timelines expressed in this Article may be mutually waived.
7. It is understood that bargaining unit members should use the grievance procedure to resolve complaints. If the bargaining unit member chooses to pursue the use of outside agencies, i.e., Equal Employment Opportunity Commission, Michigan Civil Rights Commission and/or a similar state or federal agency, said matters shall not be subject to the grievance procedure, and said bargaining unit member shall not be entitled to Congress representation.
8. Employees, during the initial two years of assignment within the bargaining unit, shall be considered to be on a period of probation. Probationary employees may have the benefit of hearings at all steps of the grievance procedure except binding arbitration, which shall be expressly denied the probationary employee.

ARTICLE VIII

Discipline of Bargaining Unit Members

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement regarding the discipline of bargaining unit members. Disciplinary action shall be defined as oral warning, written warning, written reprimand, suspension, demotion, or discharge.
- B. The Board agrees that its rules and regulations governing employee conduct will be reasonable and that discipline will be for reasonable cause. Discipline directed against a bargaining unit member shall not be made public, except as may be required by statute, nor shall disciplinary documents be placed in a bargaining unit member's personnel file without the bargaining unit member's knowledge and until such time as the bargaining unit member has received a written copy of the complete disciplinary action. It is agreed that investigation of an alleged incident shall begin within seven (7) days of knowledge of such incident.

A bargaining unit member who is the subject of a disciplinary report may attach a written statement of explanation to the disciplinary report if he/she so desires.

- C. Written warnings issued under this Article shall remain in effect for two (2) years, provided the affected bargaining unit member has a record clear of any further disciplinary reports during the two (2) year period. A bargaining unit member who receives more than one written warning during the two (2) year period shall have all such warnings remain in effect for a period of three (3) years from the date of the warning.

Written reprimands issued under this Article shall remain in effect for three (3) years from the date of last report.

Subject to the conditions of this provision, disciplinary warnings and reprimands shall be returned to the employee by the Office of Staff Personnel Services.

- D. The Board and Congress recognize the value of a progressive approach to discipline, while at the same time recognizing the Board's right to depart from the customary progressive disciplinary format where in the judgment of the Board the severity of the disciplinary infraction so warrants.
- E. Definitions
 - 1. Oral warnings, as used in this Article refer to the initial steps in the corrective disciplinary procedure and where favorable results are to be immediately expected.

2. Written warning, as used in this Article, shall refer to the customary initial step in the disciplinary procedure for a "less serious offense."
3. Written reprimand, as used in this Article, shall refer to the customary initial step in the disciplinary procedure in the instance of a "more serious offense."
4. Suspension, as used in this Article, shall refer to a temporary cessation or removal from the work place without compensation for disciplinary reasons.
5. Demotion, as used in this Article, shall refer to an involuntary reduction in position for an indefinite period of time for disciplinary reasons, causing the affected bargaining unit member to suffer a loss in weekly salary.
6. Discharge, as used in this Article, shall refer to a permanent termination of the employment relationship between the bargaining unit member and the Board.

ARTICLE IX

Evaluation

- A. The Board and the Congress recognize the importance of evaluation of staff members. Therefore, the Congress shall be involved in any changes of evaluation instruments or processes which involve other bargaining units under the supervision of its members. Input from a Congress member(s) serving as an appointed member(s) of a Board bargaining team shall fulfill the aforementioned requirement.

It is further agreed that the Board will notify the Congress president, at least seven (7) days before the board meeting at which appointments are made in writing, of all appointments of Congress members to bargaining teams.

- B. The Board and the Congress agree that one of the most important functions of Administrators is that of evaluator. The parties also agree that the evaluation process should be used to improve the quality of performance of employees. Therefore, it is agreed that the evaluation of employees should be done in such a manner as to devote the most time to employees who need the most improvement.
- C. The evaluation of bargaining unit members shall be conducted in an open manner and in accord with evaluation procedures provided for in Appendix A of the Master Contract.

ARTICLE X

Pupil-Teacher Assignment

- A. Each building principal has the authority to make a determination regarding each teacher's assignment within his/her building. Such assignment shall be made in accordance with any other collective bargaining agreement which the Board has entered into prior to this Agreement and which speaks on the subject of assignment, work schedules or transfer. Should a dispute arise between the principal and the affected exempt administrator as to the proper assignment of a teacher within a building, a final determination will be made by the superintendent.
- B. Assignment of special education teachers and general education specialists will be made by mutual agreement of the building principal, central office instructional administrator and the involved exempt administrator. Where assignments cannot be mutually agreed to, final determination will be made by the superintendent.

ARTICLE XI

Assignment

A. Promotions

1. In filling positions within the bargaining unit, notice will be provided to bargaining unit members by posting the vacancy on a conspicuous bulletin board in the Office of Staff Personnel Services and by publication in "News About Us." No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) days.
2. Candidates must reapply for each position, when posted, in which they have interest, even though they may have a similar application on file.
3. In filling bargaining unit positions, applications from bargaining unit employees will be considered along with all others. It is understood, however, that all bargaining unit members making application and who meet the minimum qualifications as set forth in the posted job description shall be interviewed. Applicants who have made application and have been interviewed for an equivalent position during the previous six (6) months will not be required to have another interview for the newly vacated position. If qualifications are equal, preference will be given to the bargaining unit employee. The Board's decision with regard to the filling of bargaining unit positions shall be final.

4. Permanently vacated positions will be posted as per contract. Temporary acting appointments to permanently vacated positions will be made only for the time necessary to post and fill the position on a permanent basis.
- 5a. Bargaining unit members assigned to fill positions in a temporary acting capacity will be paid at the daily rate for that position upon the conclusion of the twentieth (20th) consecutive working day in such assignment. When an assignment continues from the end of one school year into the succeeding school year, then the employee would continue to receive the higher pay.
 1. The Superintendent/Designee will temporarily assign to an elementary principal's position that is left vacant for a period of more than five school days an employee who will accept the principal's responsibilities until he/she is able to return to that assignment.
 2. In the event an elementary assistant principal is absent for more than five school days, the principal of the affected school will select a member of that teaching staff who will accept, temporarily to assume the duties of the reassigned elementary assistant principal for more than five school days and will inform his/her supervisor.
- 5b. In the event an employee holds an acting position and is officially assigned to that classification, then the employee shall receive seniority credit for his/her time in the acting position and the difference in pay retroactively to the date of the acting assignment.
- 5c. In unusual circumstances, exceptions may be made to the above upon the approval of the superintendent.
6. Employees new to the administrative bargaining unit shall be placed on the administrative salary schedule at the lowest step which will guarantee a raise in weekly base pay.

B. Transfers

1. Transfer shall mean the voluntary movement of a bargaining unit employee from one position to another which has the same or lower job grade than that currently occupied by the bargaining unit employee.
2. Any bargaining unit member has the right to request consideration for a voluntary transfer or assignment at any time. A request may be initiated with a written request directed to the appropriate division head. A preliminary conference would be desirable, but not mandatory. Individuals requesting consideration for transfer should initiate such a request by March 1 of any school

year. Changes of assignment would normally take place before the beginning of a school year or semester.

In considering requests for voluntary transfer, the following criteria shall be applied:

- a) Job performance as determined by annual evaluations;
- b) Length and areas of professional experience within the school district;
- c) Applicable education and training; and
- d) Instructional needs within the school system.

"Instructional needs within the school system" as used in this provision shall mean the possession of skills, experience, attainments and relevant curricular expertise on the part of the bargaining unit member, so as to make the bargaining unit member selected more qualified or better suited on the basis of "instructional needs" for the position than other bargaining unit members under consideration.

The final decision for transfer and/or assignment rests with the Board.

3. The Board reserves the right to make involuntary assignments or transfers of bargaining unit personnel. When involuntary assignments or transfers are necessary, bargaining unit members will be given ten (10) days notice prior to June 1 of said transfers, when possible, except in those cases in which a transfer must be made in less than ten (10) days or subsequent to June 1, written notice will be given as time will allow. Individual bargaining unit members will be provided a conference upon request with the Executive Director of Staff Personnel Services regarding any proposed transfer or assignment, at which time the reasons for the transfer will be explained. Upon request of the affected bargaining unit member, the Executive Director of Staff Personnel Services may determine to place the reasons for transfer in writing.
4. In determining those bargaining unit members to be involuntarily transferred, those criteria set forth in provision B.2, of this Article shall be applied. The final decision as to involuntary transfers or assignments rests with the Board.
5. It is recognized that the Board may wish to change the scope of some positions in the bargaining unit and create new positions during the life of this Agreement. When such positions are created and the scope of the jobs is substantially changed, the Board will, upon request of the Congress, review the duties assigned to the position and within thirty (30) days issue a report as to its findings.

6. The Board agrees that the assignment, transfer and evaluation of all bargaining unit members is the responsibility of the Board subject to the terms and conditions of the Master Contract. Accordingly, no other individual or group will be involved in this process except as in an advisory capacity.

C. Lay-offs

1. When a reduction in personnel appears necessary, the Superintendent and the Executive Board of the Congress will meet to review the scope of the proposed reduction and the general areas affected (e.g., elementary, secondary).

It is understood that while the Board reserves the exclusive right to determine monetary savings to be achieved by reduction in personnel and/or operations and to determine the areas and/or positions in which reductions will be made, the Congress will be provided an opportunity to present to the Superintendent recommendations regarding such reductions.

Individual building principals or the Director of Employee Relations may make recommendations regarding the priority ranking for K-12 budget cuts. These recommendations may cross divisional lines.

The superintendent shall make final recommendations to the Board regarding areas of reduction and affected bargaining unit positions.

2. In determining which individual(s) will be reduced or eliminated within an affected area, consideration will be given to such factors as:
 - a) Seniority in position;
 - b) Job performance as determined by annual evaluation; and
 - c) District instructional needs.

"Instructional needs" as used in this provision shall mean that the bargaining unit member selected for layoff possesses to a lesser degree the skills, experience, attainments and relevant curricular expertise required for a particular position than the bargaining unit member selected for the position and/or assignment on the basis of "instructional needs."

In the event two or more employees are equally qualified after applying a, b, and c, bargaining unit seniority will be the determining factor. Should they still be deemed equal, the superintendent will make the final determination.

3. A bargaining unit member whose position has been eliminated because of staff reduction shall be considered for placement in any other bargaining unit position in which he/she has previously been assigned. Consideration for placement will

be determined on the basis of those factors set forth in provision C.2 of this Article. In the event two or more bargaining unit members are determined to have equal ability to meet district needs in a position to which they have been previously assigned, seniority shall be the determining factor.

For purposes of this provision, seniority of the displacing bargaining unit member and the displaced bargaining unit member shall include all seniority accrued in the position to which the bargaining unit member was previously assigned and is being considered for placement, and all seniority accrued in higher-paying bargaining unit positions. All seniority described above shall be used for placement and retention in the position should a future layoff occur.

4. a. A bargaining unit member who is laid off or forced to return to the teacher bargaining unit shall be recalled to vacant positions in inverse order of seniority, provided the bargaining unit member has prior experience in the position which becomes vacant and the vacant position is of a same or lower grade than the position formerly held by the bargaining unit member prior to the layoff.
 - b. When a bargaining unit member is laid off from a classification and if an acting position becomes available, then the laid off bargaining unit member will be recalled to temporarily fill the acting position.
 - c. A bargaining unit member's right to recall shall expire four (4) years after the effective date of layoff in accordance with Article XI-C.
5. Within fifteen (15) days of the mailing of a letter of recall if the letter of recall is postmarked on or before July 31, and within ten (10) days of the mailing of such letter if the letter is postmarked on or after August 1, a bargaining unit member shall notify the Office of Staff Personnel Services in writing whether he/she will accept re-employment. Failure to respond to a letter of recall within the time required automatically terminates the bargaining unit member's right of recall.

Each bargaining unit member shall notify the Office of Staff Personnel Services in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the bargaining unit member at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the bargaining unit member at the last address recorded in the Office of Staff Personnel Services.

6. Laid off bargaining unit members shall be appointed to teaching positions within the teacher bargaining unit for which they are certified and qualified by law and by seniority as determined under the applicable provisions of the collective

bargaining agreement between the Board of Education of the City of Flint and the United Teachers of Flint, Inc.

7. Administrators who are "exempt" from the bargaining unit and who are subject to layoff shall be offered a position in which they have prior bargaining unit experience, provided said "exempt" Administrators have more seniority (bargaining unit and "exempt") than bargaining unit members remaining within the bargaining unit.
8. Bargaining unit members affected by this Article will continue to be afforded those rights provided for in the Michigan Teacher Tenure Act.

D. Seniority List

1. The Board will prepare and provide annually to Congress, by March 1, a master list by seniority within present and previously held job classification. This list will guide, subject to the terms of this Article, the placement of personnel in any layoff.

ARTICLE XII

Reorganization

- A. It is recognized that the Board may wish to change the scope, duties and responsibilities of certain positions in the bargaining unit and establish new bargaining unit positions during the life of this Agreement.

Moreover, the parties, having due recognition of the complexity of staff assignment and structuring within the Flint School District, agree to the following in order that staff position modifications will occur in an orderly fashion and that the bargaining unit (Congress) will be appropriately maintained within the limits specified in the Master Contract in effect and binding at the time such changes may occur.

To this end, the parties agree to the following procedures:

1. It is recognized that the placement of positions either within or outside the bargaining unit, as said positions are so constituted as of the ratification of this Agreement by the parties, is in accord with the 1989-1992 Master Contract, as amended, and that no position within the Congress bargaining unit will be excluded, except as is consistent with the Master Contract in effect at the time of the change and then only subsequent to the involvement of the Congress.

The above provision will not be interpreted to place a limit or freeze on the number of employees the Board may assign or employ in any position within the bargaining unit.

2. If a position within the Congress bargaining unit is considered by the Board for exclusion, or if a change in "title" and job description for a position is being considered which would have the effect of removing the position from the bargaining unit, and/or should a new position be created which is not specifically excluded under the provisions of the Master Contract in effect at the time of the change, the Board will:
 - a. Notify the Congress president of such consideration prior to such exclusion.
 - b. Present to the Congress president rationale for the removal, modification, or exemption of the position from the bargaining unit; such rationale to include a job description, minimal qualifications required of applicants, and the relationship of said position to existing staff positions.
- B. The parties agree that there shall be no negotiations regarding a proposed reorganization with individual bargaining unit members in regard to compensation or changes in responsibility without prior involvement of the president of Congress.
- C. Should there be disagreement among the parties as to the proper placement of a position within or outside the bargaining unit, the parties reserve all rights and remedies afforded to them under the Master Agreement existing at the time of the change and the applicable statutes regulating such matters.
- D. Notification, consultation, and involvement will take place at least ten (10) calendar days before action is taken.

ARTICLE XIII

Negotiation Procedures

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

- B. Once a tentative Agreement is reached, both bargaining teams agree to present and strongly recommend to their respective governing bodies acceptance of the tentative Agreement.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. When it is mutually agreed that negotiations between the Congress and the Board shall take place during the scheduled work day, any employee so engaged shall be released from regular duties without loss of salary.
- E. In the event the negotiations reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.
- F. The Board agrees to furnish to the Congress official financial records and other information necessary to the resolution of grievances and matters subject to the collective bargaining process, in the form in which such information is available in the records of the district, upon specific written request of duly authorized Congress representatives setting forth the specific reasons therefor.
- G. The Board shall type, print, and prepare sufficient copies of the Master Agreement for all members of the Congress.
- H. In the event both parties wish to amend this Agreement, such agreed-upon amendment(s) shall be subject to ratification by the Board and the Congress, provided both parties shall be empowered to effect temporary accommodations to resolve problems.
- I. In order to promote a cooperative problem solving relationship the Congress and the Board will continue the operations of the Joint Labor/Management Committee (JLM) and will hold monthly meetings.

The Congress/Board Committee (JLM) will be composed of up to five members appointed by the Congress and Board, respectively. Each annual organization meeting shall be held no later than the fourth Friday after Labor Day.

The JLM is also responsible for establishing a job-study evaluation sub-committee that will make recommendations for any changes regarding grade, step, and weeks, to the superintendent who will make the final determination.

ARTICLE XIV

Site-Based, Shared Decision Making

- A. The Board and Congress recognize that the effective operation of schools and the district is best obtained through Site-Based Management/Shared decision making.
- B. Shared decision making shall be defined as a decision reached by a Site-Based Committee on a topic within the district guidelines such that each member of the Committee can say that:
 - 1. He or she had a fair opportunity to express issues which were heard and understood; and
 - 2. Regardless whether the decision is one he or she prefers, it is one that he or she can live with.
- C. The Congress will have representation on the Waiver Committee.
- D. Shared-decision making will be a topic for consideration by the JLM.

ARTICLE XV

Compensation

- 1. The salaries and service increment payments (and time of such pay) of administrators who are members of Congress are set forth on the salary schedules entitled Appendix C, D and E.
- 2. a. 1995-96, 1% increase on base with contingencies. (see 4 below)
2 additional days (.4 week) for 40, 41, and 42 week for K-12 building-based administrators.
- b. 1996-97, 1% increase on base with contingencies. (see 4 below)
2 additional days (.4 week, .8 week total over 1995-96) for 40, 41, and 42 week for K-12 building-based administrators.
- c. 1997-98, 1% increase on base with contingencies. (see 4 below)
1 additional day (.2 week, or 1.0 week total over 1995-96) for 40, 41, and 42 week building-based administrators.

- d. Other 40, 41, and 42 week administrators may submit a justification for the extra days in a, b, and c above. The JLM will devise a method of approval or disapproval.
 - e. Longevity increase to \$625 for 30 years service for 1995-96, to \$750 for 1996-97 and 1997-98.
3. Congress members who have over 225 sick days accumulated are eligible to use two (2) of these days as vacation days with the prior approval of their immediate supervisor.
 4. The Congress of Flint School Administrators and the Flint Board of Education have agreed through negotiations to establish a contingency plan that may provide additional compensation to members of Congress as follows:

Contingencies:

1. The contingencies are based upon a 5.2% of the increase in membership aid from year to year as determined in May upon receipt of the audited 1st Friday count. The base membership aid will be calculated in May 1995 and every May through May 1998 to determine the increase of membership aid. After the base is established, the following items will be deducted in the following order:
 - a. Additional retirement and FICA costs
 - b. Additional days worked
 - c. Step and longevity costs
 - d. Increased health costs
 - e. Compensation increase is capped at the Michigan Consumer Price Index.

This amount, if any, will be paid in June.

2. If the unencumbered fund balance of the district's general fund balance is in excess of 2.4% (\$4.6 million dollars in 1996) as of June 30th of each school year during the life of the agreement, the Congress will receive 7.7% of the excess paid to all Congress members in two lump sum payments, one in December and one in June. This amount is capped at 1% of each member's salary and is paid off schedule.

ARTICLE XVI

Fringe Benefits

- A. All full-time bargaining unit members shall receive hospitalization insurance, in accordance with plan(s) adopted by the Board. The specifications of at least one of the hospitalization plan(s) so adopted must be substantially equivalent to the

specifications provided for in the MESSA Super Care I PAK plan in the quote of June 14, 1995 effective July 1, 1995 subject to provisions of the carrier.

- B. The Board shall offer a Health Maintenance Organization (HMO) Program during the term of the 1995-1998 contract. The Health Maintenance Organization(s) shall be an option that a bargaining unit member may elect instead of those existing hospitalization plans referred to in provision A of this Article, provided the premium rate does not exceed the highest rate of existing plans for the respective categories (single, two-person, full family, etc.).

The Board shall provide for each regularly assigned full-time bargaining unit member eligible for and enrolled in Medicare Part A (hospitalization) and Part B (medical) the entire premium the bargaining unit member pays for his/her Medicare coverage, upon presentation of verification of premium payment to the Office of Staff Personnel Services. In no event shall the reimbursement for such premium exceed the premium amount paid by the Board for the bargaining unit member not eligible for Medicare coverage.

- C. All full-time bargaining unit members shall have long-term disability insurance which will provide them with $66 \frac{2}{3}$ percent of their daily rate of pay, payable to age 65, benefit payable after 120 consecutive calendar days of disability and subject to a per month maximum benefit based upon salary schedule through the life of the agreement.
- D. All full-time bargaining unit members shall be offered seventy-five thousand dollars (\$75,000) term life insurance with accidental death and dismemberment premium. Bargaining unit members who do not wish to be subject to taxes on their life insurance benefit may select term life insurance in the amount of fifty-thousand dollars (\$50,000).
- E. All full-time bargaining unit members shall receive class I, II and III dental insurance benefits as approved by the Board on September 1, 1978. All bargaining unit members shall be eligible for dental coverage from the Flint District, subject to the conditions set forth above, irrespective of whether they or their spouses have dental coverage paid by any other employer. Bargaining unit members with spouses employed by the Board that are covered by Board dental insurance, or bargaining unit members with spouses employed elsewhere that are covered by dental insurance, shall be eligible for coordination of benefits through a 50% dental coverage plan so as to receive 100% coverage. In no case shall a bargaining unit member receive less than an 80% Class I, II or III benefit as a result of this provision.
- F. All full-time bargaining unit members may use a maximum of two days of paid personal business leave per year for personal business which cannot be scheduled except during regular working hours (in accordance with procedures set forth in Article VI).

Any unused paid personal business leave days shall accumulate as sick and emergency leave.

G. Effective with the 1984-85 school year, terminal leave payment of two hundred fifty dollars (\$250) per year of service in the Flint School System shall be paid upon retirement to:

1. Any full-time bargaining unit member who retires at the end of the school year in which he/she attains age 60.
2. Any bargaining unit member who has twenty (20) years of service in the Flint School System, and who retires at the end of the school year in which he/she attains age 55 or at the end of any school year thereafter, unless the Board approves retirement at a time other than the end of the school year, or any bargaining unit member who has twenty (20) years of service in the Flint school system and who qualifies for retirement under the State Retirement Plan, and who retires at the end of the year, unless the Board approves retirement at a time other than the end of the school year.
3. Any full-time bargaining unit member who retires after reaching age 55 and who has fifteen (15) years of service in the Flint School System, if retirement is the result of ill health sufficient to qualify such employee for disability retirement under the Michigan Retirement System for Public School Employees Act.

This provision shall not be interpreted so as to modify the eligibility requirements for terminal leave benefits for Congress bargaining unit members.

H. Any bargaining unit member who retires under the terms and conditions of paragraphs G-1 or G-2 shall receive forty-five dollars (\$45) additional terminal pay for each unused earned sick day for up to 135 days, with an increased payment of \$10 per unused sick day for the 136th day and beyond at the time of said retirement.

This provision shall not be interpreted so as to modify the eligibility requirements for terminal leave benefits for Congress bargaining unit members.

I. All bargaining unit members regularly scheduled to work less than full time but one-half time or more are entitled to receive fringe benefits equal to one-half the amounts set forth in paragraphs A, C and D.

J. Bargaining unit members will be covered by the non-contributory plan of the Public School Employees Retirement Act (Act 135, P.A. 1945; as amended by Act 244, P.A. 1974).

K. The Board shall provide all bargaining unit members the entire premium for vision insurance in accordance with the specifications of VSP-2. All bargaining unit members shall be eligible for vision coverage from the Flint District, subject to the conditions set forth above irrespective of whether they or their spouses have vision coverage paid by any other employer. Bargaining unit members with spouses employed by the Board that are covered by Board vision insurance, or bargaining unit members with spouses employed elsewhere that are covered by vision insurance, shall be eligible for coordination of benefits. In no case shall a bargaining unit member receive less coverage than provided by the Board's full vision insurance plan as a result of this provision.

L. The benefits provided for under this Article shall not be granted to any employee who is insured under any group plan or plans providing like or similar benefits paid by any other employer or association, or who is covered under a like or similar Board plan at the time of enrollment unless expressly stated otherwise in this Article.

It is fully understood that the Board is committed to the extent set forth in this Article to provide fringe benefits, subject to the limitations of the carrier(s), of the type and nature set forth herein or their reasonable equivalent, but in no way is the Board prevented from determining the carrier for said benefits.

It is further understood that the Board, by payment of the premium payments required to provide the coverage set forth in this Article, shall be relieved from all liability with respect to the benefits provided by the aforesaid benefit coverage.

M. A work stoppage by another employee group, which might result in the restructuring of the contract year of bargaining unit members, will not interfere with the biweekly pay schedule of bargaining unit members. The Board and the Congress shall meet to jointly establish new work schedules for Congress members. The Board's decision with respect to new work schedules shall be final.

N. The Board shall provide the entire medical premium for full insurance as provided in Section A for all bargaining unit members on LTD for the duration of their Extended Illness Leave as provided in Article VI-A.

O. Bargaining unit members who are not given a car allowance and who are authorized to use their own automobiles in the pursuance of assigned school duties will be reimbursed at the IRS rate. Bargaining unit members who receive a monthly stipend may select on an annual basis, upon completion of a ninety (90) working day logging period, to convert to an established mileage rate effective with the ninety-first day.

ARTICLE XVII

Miscellaneous Provisions

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations or practice of the Board which shall be contrary to its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual bargaining unit members' contracts shall be made expressly subject to the terms of this Agreement, and said Agreement takes precedence over and expressly governs the individual contract.
- C. Summer school principals who are working on a supplemental contract shall be entitled to two (2) summer school days of sick leave with no deduction from pay, provided that the Board may request submission of a doctor's certificate as proof of illness. Such sick leave shall not be accumulated from summer to summer or added to a bargaining unit member's regular sick leave accumulation.
- D. The Congress agrees that bargaining unit members should dress, speak, and behave in a manner that provides a positive model for students.
- E. Administrators will implement mandated educational reform. The board will provide professional development opportunities designed to train and enable administrators to fully implement such mandates, including instructional and administrative technology.

ARTICLE XVIII

Duration

This Agreement shall not become effective until ratified by the Board and the members of the Congress, and upon ratification shall remain in full force and effect until the 30th day of June, 1998.

CONGRESS OF FLINT SCHOOL
ADMINISTRATORS:

By John Clothier
John Clothier
President

By Thomas Barnes
Thomas Barnes
Executive Director, Negotiating Team

BOARD OF EDUCATION OF THE CITY
OF FLINT:

By Norman R Bryant
Norman Bryant
President

By Tony Skowronski
Tony Skowronski
Director, Employee Relations

By Dr. Leonard P. Murtaugh
Dr. Leonard P. Murtaugh
Deputy Superintendent of
Administrative Services

APPENDIX A

Evaluation Procedures

Purpose

The purpose of evaluation is to improve the performance quality of bargaining unit members. The concept of professional growth is paramount in the evaluation design. Such factors as employee's strengths and weaknesses in job assignments, recommendations for improvement, overall performance assessments, and opportunities for improved job understanding and Board-employee expectations are incorporated within the design of this evaluation procedure.

Preparation for Evaluation

The responsibility for the implementation of this program lies with the Executive Director of Staff Personnel Services, who shall work with the appropriate persons charged with the responsibility of evaluating their staff, from the Administrative Council level down through the table of organization.

Therefore, it is recommended that a program be developed by the Office of Staff Personnel Services for the continual inservicing of all persons covered by this evaluative procedure. Further, that attendance be required of each person covered by this procedure, and that either the Executive Director of Staff Personnel Services or his representative be present at each session of the inservice program.

Procedure

I. Performance Agreement Form

- A. Prior to completion of this form, the two parties involved are to review the role, responsibilities, and goals of the person being evaluated. In the instance of directors assigned teaching responsibilities, performance objectives shall include specific reference to the director's classroom role, responsibilities and goals.
- B. A conference with the evaluate will be called by the evaluator between July 1 and October 1.
- C. The major job responsibilities as designated on the Performance Agreement Form shall be mutually agreed upon and be in accord with District goals and policies, divisional goals, and objectives, and the affected official job description. The Performance Agreement Form shall be signed by both parties at the conclusion of the conference.

- D. The major job responsibilities as listed on the Performance Agreement Form will be the primary basis for the evaluator's evaluation of the employee.
- E. It is suggested that each responsibility be listed by number, but not necessarily in a priority listing.
- F. This form is to be completed in triplicate, with the original copy going to the appropriate division head, copy two to the evaluator, and copy three to the evaluatee.

II. Unsatisfactory Performance

- A. When, at any time, in the supervisor's judgment a subordinate's performance is unsatisfactory to the point it will be reflected in his/her evaluation, a written communication from the supervisor is indicated.
- B. This communication should: 1) identify the problem, 2) detail a plan of action for improvement, 3) establish a timeline for improvement, 4) establish a schedule of conferences (not less than three in number) to review progress, and 5) indicate the possible consequences if there is no improvement.

Three copies of the communication should be prepared. They should be delivered and discussed in a conference between the supervisor and the evaluatee. One copy is for the evaluatee. One copy is retained by the supervisor. One copy is sent to the division head.

III. Evaluation Form

- A. Evaluations indicating unsatisfactory performance must be filed in the Office of Staff Personnel Services by February 1 of the school year. Satisfactory evaluations should be completed by the last work day of the bargaining unit member's contract.
- B. Under the recommendations for employment, one of the three areas must be checked. The three areas are: 1) continuation in present assignment, 2) probation one year in present assignment, and 3) termination in present assignment.
- C. A conference will be held between the two parties for the purpose of review and signing of the evaluation.

IV. Evaluation Review Procedure

Bargaining unit members recommended for probation or termination may appeal the judgment of the evaluator. The appeal process is as follows:

A. First Step

The evaluatee shall present within thirty (30) days, in writing, to the evaluator a objective reaction to the evaluation, detailing specific and general areas of disagreement. The evaluator will schedule a personal interview with the evaluatee, designed to hear the appeal.

B. Second Step

If a resolution of differences does not occur at the first step, the evaluatee may submit to the level of supervision below the division head a written request for a meeting. Such a request shall be submitted within ten (10) days and include a copy of the evaluatee's written appeal to his/her evaluator and a summary statement of existing differences. A meeting shall be scheduled as soon as possible following the request between the evaluatee and evaluator's supervisor. This meeting shall be called by the evaluator's supervisor.

C. Final Step(s)

Having followed step one and step two, and if the differences still remain unresolved, the evaluatee may request, in writing, a meeting with the appropriate division head and if resolution is still not reached, with the Superintendent of Community Education.

Unless the employee notifies the appropriate supervisor within ten (10) days of his/her intent to continue the appeal process, the decision of the supervisor last hearing the appeal shall be considered final and shall be placed in written form in the employee's personnel file.

APPENDIX B

Sick and Emergency Leave Committee Procedures

SICK BANK

The following rules, regulations, and administrative procedures will govern the sick bank.

- A. Who is eligible for membership: All employees who are employed in a regular position and who are members of the Congress bargaining unit and all "exempt" administrators, including the Superintendent of Community Education, are eligible for membership in the sick bank.
- B. Contribution required to be a member: Three (3) accumulated sick days initially and thereafter as determined by the Sick and Emergency Leave Committee.
- C. Administration: A four (4) member committee composed of two (2) bargaining unit members to be selected by the Executive Board of the Congress and two (2) administrators to be selected by the Executive Director of Staff Personnel Services shall administer the sick bank. The purpose of the committee will be to screen all applications for grants and either approve or disapprove them. The decision of the committee will be final.
- D. Provisions of the Sick Bank:
 - 1. To grant a member the number of days required to pay him/her from the date his/her own accumulated sick days expire to the date he/she qualifies for long-term disability, subject to provisions D.2 and D.3.
 - 2. There will be a thirty (30) Calendar day waiting period required from the date of the onset of the employee's illness before any days may be paid from the Sick Bank.
 - 3. There will be no grants made from the Sick Bank for any disability caused by job-related accidents or illness.

Any grant of days will only be made if an applicant is seriously ill and medical documentation is presented to the committee which verifies the nature of the illness, its seriousness, and expected length of disability.
- E. In the event that the Sick Bank shall pay all of the days that have been contributed, it will be necessary to request additional days from the members. In the event a member should not be willing to contribute additional days as requested by the committee, his/her membership shall cease. In the event that the Sick Bank should not be able to replenish the supply of sick days, it will be considered bankrupt and will be dissolved.
- F. No member will be able to withdraw his/her contribution of days for any reason.
- G. No one may contribute more than the requested amount of days to the Sick Bank.

APPENDIX C

Flint Community Schools

Administrative Salary Schedule

1995-96

(Weekly Rate)

Grade	STEP					
	1	2	3	4	5	6
1	1308.00	1327.00	1355.00	1379.00	1401.00	1425.00
2	1384.00	1407.00	1432.00	1456.00	1479.00	1501.00
3	1437.00	1463.00	1492.00	1516.00	1541.00	1569.00
4	1462.00	1485.00	1514.00	1540.00	1567.00	1589.00
5	1500.00	1530.00	1569.00	1600.00	1636.00	1668.00
6	1527.00	1570.00	1611.00	1649.00	1687.00	1729.00
7	1574.00	1613.00	1650.00	1689.00	1730.00	1766.00
8	1614.00	1653.00	1690.00	1731.00	1771.00	1808.00
9	1669.00	1711.00	1746.00	1788.00	1827.00	1865.00
10	1714.00	1757.00	1795.00	1833.00	1875.00	1917.00

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all members of the bargaining unit pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$625.00

The service increment will be included in the member's last pay check prior to leaving for the Christmas recess.

APPENDIX D

Flint Community Schools

Administrative Salary Schedule

1996-97

(Weekly Rate)

GRADE	STEP					
	1	2	3	4	5	6
1	1321.00	1340.00	1369.00	1393.00	1415.00	1439.00
2	1398.00	1421.00	1446.00	1471.00	1494.00	1516.00
3	1451.00	1478.00	1507.00	1531.00	1556.00	1585.00
4	1477.00	1500.00	1529.00	1555.00	1583.00	1605.00
5	1515.00	1545.00	1585.00	1616.00	1652.00	1685.00
6	1542.00	1586.00	1627.00	1665.00	1704.00	1746.00
7	1590.00	1629.00	1667.00	1706.00	1747.00	1784.00
8	1630.00	1670.00	1707.00	1748.00	1789.00	1826.00
9	1686.00	1728.00	1763.00	1806.00	1845.00	1884.00
10	1731.00	1775.00	1813.00	1851.00	1894.00	1936.00

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all members of the bargaining unit pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$750.00

The service increment will be included in the member's last pay check prior to leaving for the Christmas recess.

APPENDIX E

Flint Community Schools

Administrative Salary Schedule

1997-98

(Weekly Rate)

GRADE	STEP					
	1	2	3	4	5	6
1	1334.00	1353.00	1383.00	1407.00	1429.00	1453.00
2	1412.00	1435.00	1460.00	1486.00	1509.00	1531.00
3	1466.00	1493.00	1522.00	1546.00	1572.00	1601.00
4	1492.00	1515.00	1544.00	1571.00	1599.00	1621.00
5	1530.00	1560.00	1601.00	1632.00	1669.00	1702.00
6	1557.00	1602.00	1643.00	1682.00	1721.00	1763.00
7	1606.00	1645.00	1684.00	1723.00	1764.00	1802.00
8	1646.00	1687.00	1724.00	1765.00	1807.00	1844.00
9	1703.00	1745.00	1781.00	1824.00	1863.00	1903.00
10	1748.00	1793.00	1831.00	1870.00	1913.00	1955.00

SERVICE INCREMENT

A service increment shall be paid after the completion of sixteen (16) and twenty (20) years of Flint Community Schools experience, respectively for all members of the bargaining unit pursuant to the following schedule:

Upon completion of sixteen (16) years through the completion of twenty years (20) of Flint Community School service - \$305.00

Upon completion of twenty (20) years of Flint Community School service - \$500.00

Upon completion of thirty (30) years of Flint Community School service - \$750.00

The service increment will be included in the member's last pay check prior to leaving for the Christmas recess.

APPENDIX F

Application Procedure for Sabbatical Leave

- A. Application forms may only be obtained from the Inservice Education Office, Administration Building, 923 East Kearsley Street, Flint, Michigan 48503-1900, telephone no. 760-1000.
- B. Applications for sabbatical leave shall be made in writing on the application form provided and received by the appropriate division head no later than February 1 preceding the school year within which the leave is desired. In an instance where the February 1 deadline falls on a nonworking day, the deadline for application shall be extended until the next regularly scheduled working day.
- C. A Sabbatical Leave Committee composed of the instructional division heads, the Executive Director of Staff Personnel Services, the Director of Employee Relations, and the division head from which division the sabbatical candidate is assigned, if other than the foregoing, shall review all sabbatical applications.
- D. Prior to a sabbatical program being reviewed on its merits by the Sabbatical Leave Committee, the following procedural requirements must have been fully met by the sabbatical applicant. Failure of the sabbatical applicant to meet all of the hereinafter mentioned procedural requirements shall bar the candidate's sabbatical program from being reviewed on its merits by the Sabbatical Leave Committee. Sabbatical applicants who have their sabbatical program barred from review by the Sabbatical Leave Committee because of a procedural deficiency shall be immediately notified of such a decision by letter from the appropriate division head, setting forth the reasons for disapproval. The procedural requirements which must be met in full by a sabbatical applicant prior to the applicant's sabbatical program being evaluated by the Sabbatical Leave Committee are as follows:
 1. The sabbatical applicant shall have completed seven (7) years of service in a position within the bargaining unit.
 2. The completed sabbatical application must have been received by the appropriate division head by February 1 preceding the school year within which the leave is desired.
 3. A letter of acceptance from the graduate school under whose direction the sabbatical program is to be taken must be attached to the sabbatical application, if the applicant plans to attend a college or university. In those instances where a letter of acceptance cannot be provided by the college or university by the February 1 deadline, a letter from the college or university so stating will suffice until such time as a letter of acceptance can be provided.

4. A curriculum outline must be provided detailing the course required by the graduate school as part of the sabbatical program or, in the instance where a sabbatical program is not under the direction of a college or university, a detailed outline of the proposed course of study must be similarly attached.
- E. Sabbatical applicants who meet the requirements of provision D shall have their sabbatical programs evaluated by the Sabbatical Leave Committee. The Sabbatical Leave Committee, in making a determination as to whether to approve or disapprove a sabbatical application, shall consider such criteria as:
1. Has the sabbatical applicant been engaged in significant service to the Flint Community Schools as evidenced by:
 - a. Taking the initiative in developing and implementing new, revised, or improved curriculum units or programs?
 - b. Handling difficult assignments?
 - c. Awards and letters of commendation?
 - d. Service on building and/or district committees or projects, as human relations, professional study, or curriculum committees?
 - e. Recommendations by colleagues?
 - f. Documents, exhibits or submissions by the bargaining unit member as to work and/or activities the bargaining unit applicant feels indicate significant service to the District?
 2. Whether the system will be seriously impaired by the bargaining unit member's absence. Reasonable effort will be made to accommodate the schedule of the sabbatical candidate so as to provide a sabbatical leave.
 3. Is the focus of the sabbatical program outlined on the sabbatical application of a nature to:
 - a. Contribute to the professional effectiveness of the applicant upon return to subsequent service to the District?
 - b. Encourage scholarly achievement by the sabbatical applicant?
 - c. Provide the applicant an opportunity for growth and renewal?

4. Is the thrust of the proposed sabbatical program of a nature as to significantly aid the applicant in the discharge of present job responsibilities and/or does there exist a reasonable likelihood of the applicant being assigned in the foreseeable future to a position requiring such background?
 5. Does the applicant's sabbatical program deal with a topical educational issue, the investigation of which would benefit District operation or program?
- F. All sabbatical applicants who have their sabbatical programs accepted for review by the Sabbatical Leave Committee shall make an oral presentation of their programs to the Sabbatical Leave Committee. The purpose of such a presentation shall be to explain the candidate's program in detail, and shall not serve as a substitute for the candidate's written sabbatical proposal.
 - G. All sabbatical applicants who have their programs reviewed by the Sabbatical Leave Committee will be notified as to the decision of the Committee within ninety (90) days of said review, by the appropriate director. Said decision will be in writing, setting forth the reasons for approval or disapproval of the applicant's sabbatical program.
 - H. Upon notification of approval for a sabbatical leave, the applicant will contact the Office of Staff Personnel Services to complete arrangements for the sabbatical leave.

APPENDIX G

CONGRESS OF FLINT SCHOOL ADMINISTRATORS

Paid Personal Business Leave Form

NAME: _____ DATE: _____

POSITION: _____

SCHOOL: _____

I hereby request the use of a () 1/2 () full day personal business day on the following date(s):

I agree that my use of the requested day will conform with Article VI-B.2 of the Master Agreement.

Applicant's Signature

Supervisor's Signature

**FLINT COMMUNITY SCHOOLS
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

The Flint Board of Education, as an Equal Opportunity / Affirmative Action employer, complies with federal and state laws prohibiting discrimination, including Title VI and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972 and Section 504 of the Rehabilitation Act of 1973. It is the policy of the school board that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, handicap, or Vietnam War veteran status, shall be discriminated against in employment, educational programs and activities, or admissions. Inquiries or complaints should be addressed to William McLean, Executive Director, Human Resources, 923 E. Kearsley Street, Flint, Michigan 48502, (313) 760-1224.