COLLECTIVE BARGAINING AGREEMENT

School District of the City of Flint
and the United Teachers of Flint

August 1, 2025 through July 31, 2027

Superintendent: Kevelin Jones
UTF President: Karen Christian
MEA UniServ Director: Bruce Jordan

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Article 1 – Recognition

A. The Board hereby recognizes the UTF as the exclusive bargaining representative for regular certified teachers, Great Start Readiness Program (GSRP) teachers, counselors, librarians, social workers, occupational therapists, speech therapists, physical therapists, orientation and mobility specialists, and school psychologists of the Board, and excluding all other employees, including administrators and supervisory personnel.

B. In this Agreement, "Teacher" means an employee represented by the UTF. "Board" or "Employer" means the Board of Education of the School District of the City of Flint, acting through its agents.

Article 2 – UTF and Teacher Rights; UTF Membership

A. Except as expressly limited by this Agreement, the UTF, the Teacher's exclusive bargaining representative, has those rights and privileges provided by the Public Employment Relations Act, and by other applicable Michigan statutes now or later enacted.

B. Authorized UTF members may access Teacher mailboxes to distribute information.

C. UTF representatives authorized by the Board may transact official UTF business on school property. Such business must not interfere with school operations. UTF representatives shall check in at the office upon entry into a school building.

D. Use of Buildings. The UTF may use school buildings for UTF meetings at reasonable hours. The UTF must make advance request for such use pursuant to applicable Board policies.

E. Union Activity Leave

1. The District will provide a total of forty (40) days each school year during this Agreement for the UTF's elected officers, or committee chairpersons to attend MEA or NEA meetings.
2. Union Activity Leave shall be without deduction from salaries, provided that the UTF pays the cost of any necessary substitute teachers.
3. Union Activity Leave may not be used for grievance meetings, negotiations, arbitrations, or adversary legal or administrative proceedings involving the District.
4. The UTF shall annually notify and promptly update the District, in writing, of the names of the elected officers, and committee chairpersons. No release time shall be granted unless the UTF notifies the Human Resources Director or designee in writing ten (10) days in advance of the proposed absence.

F. Faculty Lounges. Where feasible, the Board shall provide a properly ventilated and furnished faculty lounge in each school building.

G. UTF Membership.

1. Teachers may apply for UTF membership, which shall include membership in the MEA and NEA, as provided by MEA policies. The Board shall not deny Teachers the right to organize, join, or support the UTF. Pursuant to the Public Employment Relations Act, it is not a condition of employment that any Teacher join the UTF or pay dues or agency fees.
2. The Board will provide a list of Teachers on a monthly basis.

H. Teachers may form, join, lead and participate in professional, political, religious, and other organizations so long as their activities do not impair their effectiveness as a teacher or disrupt the educational process. Teachers may wear UTF insignia during work hours.

Article 3 – Board Rights

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

Article 4 – Lesson Planning

A. Lesson planning is an essential part of effective teaching and learning. The primary function of lesson plans is to facilitate effective teaching.

B. The development of lesson plans by and for the use of the teacher is a professional responsibility vital to effective teaching. The organization, format, notation and other physical aspects of the lesson plan are appropriately within the discretion of the teacher. A principal or supervisor may suggest, but not require a particular format or organization, except as part of a program to improve deficiencies of teachers who receive a less than effective performance rating.

C. Lesson plans should be easy to read and understand as they are left for substitute teachers to implement.

D. Lesson plans are part of the instructional planning process. As has long been the case, supervisors may continue to request and collect lesson plans; however, they may not be collected in a mechanical or routinized manner. When requested, lesson plans will be readily available and provided.

E. Collaboratively, the parties agree to annually meet to update the agreed upon lesson plan guidelines. These guidelines shall outline content suggestions to lesson plans teachers may include when creating lesson plans. These guidelines must be mutually agreed to.

Article 5 – Negotiation Procedures

A. The parties shall begin negotiations for a successor Agreement in accordance with this Article at least six (6) months before this Agreement expires or the parties can mutually agree to start negotiations at a later date.

B. Each party may select its representatives for collective bargaining without interference from the other.

C. Once a tentative agreement is reached, both bargaining teams agree to present it to their governing bodies and strongly recommend its ratification. The tentative agreement may not be executed before both parties ratify it.

D. Upon its ratification by the parties, this Agreement shall be made electronically available.

E. If the parties agree to negotiate during school hours, any Teacher who attends a bargaining session as a member of the UTF bargaining team shall be released from regular duties without loss of pay for that session.

F. This Agreement may only be amended by the parties' written and executed consent.

Article 6 – Compensation

A. Salary Schedule

1. The table/s below sets forth the salaries of teacher for the indicated school years.

2025/2026					
5% lanes 4.25% Steps	Lanes				
Step	BA	BA+18	BA+36/MA	MA+25	*Doctorate
1	$40,000	$42,000	$44,100	$46,305	$46,605
2	$41,700	$43,785	$45,974	$48,273	$48,573
3	$43,472	$45,646	$47,928	$50,325	$50,625
4	$45,320	$47,586	$49,965	$52,463	$52,763
5	$47,246	$49,608	$52,089	$54,693	$54,993
6	$49,254	$51,717	$54,302	$57,018	$57,318
7	$51,347	$53,915	$56,610	$59,441	$59,741
8	$53,529	$56,206	$59,016	$61,967	$62,267
9	$55,804	$58,595	$61,524	$64,601	$64,901
10	$58,176	$61,085	$64,139	$67,346	$67,646
11	$60,649	$63,681	$66,865	$70,208	$70,508
12	$63,226	$66,387	$69,707	$73,192	$73,492
13	$65,913	$69,209	$72,669	$76,303	$76,603
14	$68,715	$72,150	$75,758	$79,546	$79,846
15	$71,635	$75,217	$78,978	$82,926	$83,226

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13	$68,715	$72,150	$75,758	$79,546	$79,846
14	$71,635	$75,217	$78,978	$82,926	$83,226
15	$74,679	$78,413	$82,334	$86,451	$86,751

a. *The Doctorate lane will continue to be $300 more than the MA+25 lane.
b. For any teacher assigned to an LSS position, an additional on-scale $2,000 will be added to the salary schedule.
c. Beginning August 1, 2026, a teacher's per diem (daily rate) and hourly rate shall be calculated as follows:
    a. Per diem = Annual Salary / 186 teacher workdays
    b. Hourly rate = Annual Salary / 186 teacher workdays / 7 hours

*For the 2025/2026 school year only:
Three teacher workdays will be added to the calendar. These days shall be considered "off schedule" and will be paid during the pay period in which they occur. A teacher's per diem calculation will still be based on 183 days.

B. Placement on Salary Schedule:
1. The District will consider the following when placing new hires onto the salary schedule:
    a. Teaching experience in school systems outside Flint Community Schools
    b. Military experience
    c. Other relevant work experience so long as the new hire has an endorsement in the field in which they are assigned and possess a valid teaching certificate.
2. The parties agree that a new hire may be placed on the salary schedule, commensurate with their verifiable teaching experience, no higher than Step 14.
3. School Social Workers holding a MSW degree-will be placed on the MA salary-column, and upon providing a certificate showing completion of ten (10) graduate hours beyond the MSW degree, they will be placed on the MA+25 column.
4. If a teacher has FCS employment service, and the teacher left FCS, and applied for a current open FCS position, interviewed and was selected, their placement on the salary schedule shall be commensurate with their overall verifiable teaching experience up to and including Step 15.

C. A teacher will receive salary credit on the salary schedule for a given school year, provided the teacher has been on District payroll one day more than fifty percent (50%) of the teachers' regularly scheduled work year, excluding holidays. Days covered by Paid Time Off (PTO) or Sick Bank days are counted as workdays under this Section H.

D. Longevity:
1. The District shall annually include a longevity payment in a teacher's last paycheck before the Christmas recess as follows:
    a. $500.00, Starting a teacher's fifth (5th) year of Flint Community School service
    b. $750.00, Starting a teacher's tenth (10th) year of Flint Community School service.
    c. $1000.00, a teacher's fifteenth (15th) year of Flint Community School service
    d. $1,250.00, Starting a teacher's twentieth (20th) year of Flint Community School service and every year thereafter

E. Recruitment and Retention of Teachers Incentives:
1. In collaboration with the UTF, the District will be allowed to pay grant-funded recruitment and retention incentives to teachers in high need positions.
2. The amounts of the payments, and names of the teachers who will be receiving the incentive payments, will be provided to the UTF.

F. Salary Differentials/Schedule B Stipends:

1. The District reserves the right to eliminate any position paying a salary differential or to add positions to the said list of such salary differentials as may be determined after negotiations between the District and the UTF.
2. Assignments under this section will not be considered to be official nor will an employee be eligible for a differential until and unless a differential is established and a Supplemental Salary Contract (Appendix A) is entered into between the employee and the District.
3. If there are not enough teachers willing to accept extra duty assignments, teachers are allowed to accept multiple extra duty assignments.
4. The UTF and FCS agree to develop definitions/job descriptions for extra duty assignments and process to ensure essential duties are being performed and documented to support payment. These descriptions can be found using this link: Differential Job Descriptions
5. Unless otherwise noted, one-half of the differential shall be paid on the last pay date in the first semester. The remaining one-half of the differential shall be paid on the last pay date in the second semester.
6. Differentials:

Dept/Building Elected - paid at each semester	
Job	Annual Stipend
Ancillary Essential Duties – Bus duty	1000
Ancillary Essential Duties – Testing/LSS Coordinator (2)	1000
Technology Lead Teacher – 1 per building	1000
School Improvement Chair	1700
Professional Development Chair	1700
National Honor Society Sponsor	1700
National Junior Honor Society Sponsor	1700
Student Council Advisor	1700
Elementary Building Math Content Chair	1500
Elementary Building ELA Content Chair	1500
Elementary Building Science Content Chair	1500
Elementary Building Social Studies Content Chair	1500
Middle School (7th-8th) Team Leaders or Dept. Chairs (a building cannot have both)	1500
9th-12th Department Chairs	1500
Building Level ELL/WIDA Lead Teacher	1500
PBIS Coach	1500
9th Grade Class Sponsor	750
10th Grade Class Sponsor	1000
11th Grade Class Sponsor	1250
12th Grade Class Sponsor	1500
DECA Advisor	1700

By position assigned and/or District interview - paid at each semester	
Job	Annual Stipend
7th-12th Band/Orchestra per school	2800
7th-12th Vocal per school	1700
7th-12th Yearbook Advisor	1700
7th-12th Fine Arts Director (Theatre/Drama) per school	1100
Ancillary Essential Duties – Other	1000
Early Childhood Evaluation Specialist	1500
Academic Coaches	1700
Instructional Specialists	2800
Curriculum Development Specialist	5000
ELL Instructional Specialist	5000
STEM Specialist	5000
AP Coordinator	1700

Other Differentials - paid at each semester	
Job	Annual Stipend
Mentors (per mentee)	500
Split Classroom	2000

Dept/Building Elected - paid at conclusion of job duty	
Job	Annual Stipend
Debate	1700
Quiz Bowl Sponsor	1700
Robotics Advisor/Coach	1700
Science Olympiad Sponsor	1700

G. Voluntary Sixth Period:

1. The District shall identify shortage areas at the beginning of the school year and/or after first semester with the understanding that the District's goal is to fill all vacancies with

regular full-time teachers and may offer additional classes to current educators only when it becomes apparent that the District is experiencing challenges filling such positions.

2. Educators (e.g., teacher, counselor, etc.) certified and qualified to teach in areas designated as a shortage area due to absence of regular full-time teachers may volunteer to accept an additional class assignment.
3. Teachers are eligible for the sixth period additional class assignment(s). Additional class assignment(s) at the secondary level may be taught during duty or preparation period.
4. Teachers who volunteer and are assigned to teach an additional class(es) shall work their regular schedule with the addition of the sixth period.
5. Each class period shall be considered a one-hour (1) assignment with teachers being paid one-fifth (1/5 – 20%) of their daily rate. Additional class assignments shall be paid on the teacher's regular pay cycle.
6. The District shall implement and maintain a process and procedure for compensation regarding the additional class assignment for teachers.

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

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

J. Providing Substitute Services:
   1. "Providing Substitute Services" is defined as:
      a. Subbing for an absent teacher on a teacher's preparation period.
         i. Teachers that provide substitute services during their preparation period will receive $30.00 per class.
      b. Having an absent teacher's students split up amongst other classrooms.
         i. As a last resort, and if there is a need to split an absent teacher's students amongst other classrooms, each teacher that takes students will receive a payment of $150.00 divided by the number of teachers that the students are split up amongst.
      c. Elementary Specials:
         i. Specials' teachers that provide substitute services will receive $30 per class.
         ii. Keeping a teacher's own class when a specials (Physical Education, Art, Music, Computers, etc.) teacher is absent will receive $30.00 per class.
      d. Building Lead Teacher:
         i. Teachers may be asked to perform as a temporary Lead Teacher for short periods of time with the consent of the teacher, and with the District assuming full responsibility for those actions of the teacher taken within the parameters of his/her legitimate role as Lead Teacher
         ii. Teachers performing temporary Lead Teacher responsibilities shall receive a payment of $100.00 per day in addition to their regular compensation.
         iii. Teachers **cannot** act as Lead Teachers if there are not enough substitutes for the building unless the volunteering teacher agrees to act as a Lead Teacher while teaching.

2. Non-Load Bearing teachers (intervention teachers and the like) are not eligible to receive payments for providing substitute services listed in provisions J.1.a, J.1.b, or J.1.c of this Article.
3. Any teacher may decline to volunteer to provide any substitute teaching services outlined in Section J of this Article.
4. See Appendix G, for the form for providing substitute services.

K. Mileage Reimbursement:
1. Any teacher who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the IRS per mile rate for in-town travel and for out-of-town travel.
2. All claims for reimbursement shall be made only upon forms provided by the District.
3. Claims for reimbursement must be submitted monthly and must be for the current fiscal year.
4. Claims not submitted timely will not be honored.

L. **Counselors and Librarians** shall be employed on a teacher contract and given a supplementary contract for an additional week at their regular contractual salary, with the additional week being prior to the opening of school or after the close of school with the authorization of the Principal.
1. The District may request, on a voluntary basis, for more than an additional week.
2. Overloads for Counselors will be granted on a case-by-case basis.

M. Payments of Compensation:
1. Any teacher may choose, subject to IRS guidelines, to have any type, and amount, of compensation outlined in this Article deposited in their District approved annuities, Health Savings Account, Health Reimbursement Account, Flex Savings Account, or the like.

N. No later than September 30 of each school year, the Office of Human Resources will have teachers complete and sign (or confirm via email) a salary verification form/email which shall include the teacher's annual base salary, step, and lane.
1. Once completed, the Office of Human Resources will compile this information into a roster spreadsheet and provide it to the UTF President.

O. All teachers will be paid on a twenty-six (26) pay period cycle.

P. Tutoring: The parties commit to encourage teachers to participate in paid online/in-person subject level tutoring at $30 per hour (PD rate). Payment for these services is subject to Title criteria and/or qualifications. Teacher will know these criteria/qualifications prior to accepting tutoring positions.

Article 7 – Professional Growth

A. Lane Advancement: Approval of training increment credits shall be the responsibility of the Office of Human Resources.
1. Teachers accumulating enough credit hours for movement to a higher lane on the salary schedule shall receive an adjustment after a completed Salary Adjustment Form (Appendix C) with attached official transcripts demonstrating completion of coursework is received by the Office of Human Resources.

2. The effective date for the salary adjustment shall be the date the application was submitted to the Office of Human Resources.
3. It shall be the responsibility of the teacher to apply for a salary adjustment, obtain official transcripts and (if needed) a letter from the registrar, and to deliver the Salary Adjustment Form and other documents to the Office of Human Resources.
4. Teacher must submit salary adjustment forms and send transcripts to the Office of Human Resources by the following deadlines:
   a. 2nd Friday in September. The payment and salary adjustment to be made the 2nd pay period in October.
   b. 2nd Friday in January. The payment and salary adjustment to be made the 2nd pay period in February.
   c. 2nd Friday in June. The payment and adjustment to be made the 2nd pay period in July.
5. The Office of Human Resources will provide a duplicate copy of any Salary Adjustment Form and official transcripts with an original "received" date and time stamp to the teacher. If the official transcripts are not available at the time the Salary Adjustment Form is submitted, the Office of Human Resources will email a scanned copy, including "received" date and time stamp, to the teacher.
6. Only Passing graduate level credits, not less than C, including Pass/Satisfactory credits, will be accepted to move from BA to BA+18, BA+18 to BA+36/MA, BA+36/MA to MA+25, and MA+25 to Doctorate.
7. Only credits earned after the baccalaureate degree will be accepted for advanced placement on the salary schedule.
8. Credits used to grant lane advancements may only be used once.
9. Courses to be credited toward salary advancement must be directly related to the teacher's certification area/s **or** must aid in qualifying the teacher for another teacher assignment that currently exists in the district that requires teacher certification or State Department of Education approval. Exceptions may be approved by the Office of Human Resources, in writing, and should be done prior to enrolling in the class.
10. SCECHs may be used to compliment graduate credits for lane advancement not to exceed 30 SCECHs per lane adjustment.
11. Conversion SCECHs to Semester Hours:
    10 Clock Hours = 1 CEU
    3 CEUs = 1 Semester Hour
    1 Clock Hour = 1 SCECH
    30 SCECHs = 1 Semester Hour = 25 Hours of Professional Learning

B. Professional Development
   1. District Provided Professional Development (DPPD): As the district is required to provide five (5) days (or thirty (30) hours) of professional development annually, opportunities provided by the district for DPPD hours may include a combination of district provided PD during district-wide PD days; district provided after school PD opportunities; building-level PLC meetings or PD opportunities, etc.
      90 SCECHs = 1 Three (3) Credit Semester Class
      1 Three (3) Credit Semester Class = 75 Hours of Professional Learning
   2. All DPPD will count as an instructional day/s.

C. Mentoring
   1. The stipend for mentor teachers is contained in Article 6.F.6.

D. Before individual teachers are expected to implement mandated District initiatives, they will be provided with professional development opportunities designed to train and enable those teachers to fully implement such mandates.

E. The District and the Union agree that meaningful professional growth is a vital component of supporting employees as they strive to increase the academic achievement of each student. Each year the sessions will be related to the District goals, systemic reform, and other school related issues.

Article 8 – Calendars, Teaching Days, and Hours

A. Calendar
   1. The parties have agreed to implement district-wide traditional school calendars for all forthcoming academic years (Appendix B).
   2. The school calendar shall contain:
      a. 180 student days
      b. 186 Teacher workdays consisting of:
         i. 180 student days
         ii. 2 days to prepare classroom before the first day of school for students
         iii. 2 record's days
         iv. 2 District provided professional development days at the beginning of the school year.
      c. Teachers will not be required to work on the following days:
         i. Friday before Labor Day
         ii. Labor Day
         iii. Thanksgiving
         iv. Friday after Thanksgiving
         v. Christmas Eve
         vi. Christmas Day
         vii. New Year's Day
         viii. Martin Luther King Day
         ix. President's Day
         x. Good Friday
         xi. Memorial Day
   3. If the legislature changes the number of required instructional hours or days, the parties shall meet to review the changes in state law and determine needed adjustments.
   4. Nothing shall be construed to prohibit the District from offering any teacher an extended contract, so long as the additional time is paid at the teacher's daily rate established by this agreement.
   5. Subject to established waiver procedures (Article 24), a shared decision-making committee may recommend a change of the starting and dismissal times or the school calendar for an entire school, or for any segment of school, or to accommodate any mutually agreed upon pilot programs approved by the District.

B. Teaching Days and Hours:
   1. The standard work day for all teachers is seven (7) hours, which includes a duty-free lunch period equal in length to the student lunch period.
   2. All building staff will facilitate the orderly entrance and exit of students to and from the school building, prior to and following the instructional day subject to the procedures established at the building Shared Decision-Making Committee. Part of the professional expectations of teachers is for staff to be at their workstations/classrooms ready to greet

students upon arrival. Teachers shall be at their assignment at least 10 minutes prior to the students arriving and at least 10 minutes after the end of the regular school day.

3. Building schedules will reflect adequate time for teacher record keeping.
4. Regular monthly staff meetings shall be scheduled at the beginning of the year, within Shared Decision-Making Committees, provided that any such meetings shall be canceled if unnecessary.
    a. Staff meetings shall be as brief as possible.
    b. Staff meetings shall be commenced before or immediately after school.
    c. Staff Meetings shall be scheduled for no longer than one (1) hour and thirty (30) minutes.
    d. Staff meetings, other than the scheduled one per month needed, shall go to the shared decision-making committee to approve and to formulate the agenda and meeting date and/or time. This does not preclude the right of the building Principal to call emergency meetings.
    e. Professional development shall not be an agenda item of regular monthly staff meetings.
    f. Half-time teachers and teachers assigned to more than one building shall not be required to attend more than half of the meetings and/or activities in their building/s, except as otherwise provided in this agreement.
        i. The activities the teacher attends will be determined by the teacher and the building administrator/s in a joint meeting at the beginning of the school year.

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

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

A. The parties recognize and agree that the following provisions are congruent with the staffing plan and the educational plan that this contract supports, and that such staffing and educational plans shall supersede any provision to the contrary.

B. Preparation/Planning Periods:
   1. Any deviation of the provisions of section B of this Article requires a waiver (Article 24).
   2. Elementary School (Grades PK-6)
      a. The weekly teaching load in the elementary schools will be thirty (30) hours of student instruction. In addition, each elementary teacher will have five (5) unassigned preparation periods totaling 225 minutes per week. The elementary teacher preparation periods will be incorporated into the instructional day.
         i. Beginning in the 2025/26 school year, if the District finds that implementing full elementary planning time is impossible, the parties will meet to discuss alternative options. If the parties agree the District cannot create a schedule with full elementary planning periods, the April 3, 2024 letter of agreement will be extended for one more semester. This process will be repeated each following semester until **July 31, 2027**.
      b. Teachers will not be required to remain in their rooms when their students are receiving specials instruction by an assigned specials teacher. This release time for classroom teachers will be used for preparation time or Professional Development/PLC sessions.
   3. Secondary Schools
      a. The daily teaching load in secondary schools will be five (5) teaching periods of no more than sixty (60) minutes and one (1) duty-free preparation period.
      b. It is recognized that there will be an occasional need for a homeroom period and that such needs shall be determined by the building Principal, or his/her designee.
      c. No teacher will have more than three (3) separate preparations except where more are necessary to complete the schedule for that teacher or to fully implement the curriculum of the school, or at the teacher's request.
      d. Duty-free preparation periods will be assigned to each teacher during the instructional hours, and each preparation period will be no less than the length of an instructional period.
      e. Assignment to homeroom periods shall be assigned equitably among teachers. In lieu of a homeroom assignment, a teacher may be assigned to supervision of the corridors or other appropriate responsibility during the homeroom period

C. Master Schedules:
   1. Though the creation of the master schedules is the responsibility of the District, the parties agree to collaborate, for input purposes, before the master schedules are finalized.
   2. The tentative master schedules, including building bell schedules, in all buildings will be shared with staff, and the UTF, as soon as practicable, but no later than two (2) weeks before the first day teachers report for the school year.

D. Parent-Teacher Conferences/Open houses/Etc.:
   1. Teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the normal working day.
   2. Each teacher will accept not more than two (2) assignments per semester, though teachers may volunteer to attend more.
   3. These meetings will not exceed 3 hours each. Start and end times shall to be determined by the building's Shared Decision-Making Committee.
   4. The parties commit to encourage and support the District sponsored literacy events.

E. Teachers that travel:
   1. Travel time of homebound teachers and teachers assigned to more than one building shall be considered as part of such teachers' teaching time.

2. Teachers who are assigned to more than one building shall consult/collaborate with their respective building Principals to adjust their schedule to ensure a preparation period.
3. Mileage will be paid to teachers that travel between buildings at the established IRS rate. Teachers are responsible for keeping a log of their mileage to be included when submitting requests to Human Resources for mileage reimbursements.
4. Submissions of mileage shall be done monthly.

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

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

A. Class Sizes:

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

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

B. Class Size Overages:

1. Teachers who have more pupils entered than the maximum amounts provided in Section A will receive an "overage premium" added to their compensation. "Entered" shall be defined as any student that has attended class at least one (1) time and still remains on a teacher's class roster.
2. The District remains committed to rightsizing each class. The following "overage premiums" will be added to a teacher's compensation beginning the 11th day after students return at the start of the school year for elementary teachers and beginning the 11th day after students return at the start of the school year and the start of 2nd semester for secondary teachers:
   (See above chart for how many students allowed to produce an overage)
   a. Kindergarten: $12.00 per pupil per day
   b. Grades 1-6: $12.00 per pupil per day
   c. Grades 7-12: $2.00 per pupil per class
3. If the parties find that kindergarten class size overages are going to occur, the parties will meet to discuss possible alternative solutions.

C. Split Classrooms/Platoons

1. It is understood that the District reserves the right without teacher consent, subject to the chart above, but in no event shall the maximum class size established above be exceeded by the lower grade level class maximum.
2. Assignment of split classes shall be done on a voluntary basis first, followed by involuntary.
3. When split classrooms are created, the teacher who will be assigned to such a classroom will be consulted with respect to the selection of students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible.

4. Platoons in the elementary buildings shall be limited to no more than six (6) sections and subject to the class size chart above. A collaborative conversation between teacher and administration shall take place to ensure the success of platooned students. Prior to implementing platoons for K-2 classes, a K-2 teacher will be advised of the shared decision-making committee's platooning decision and be afforded the opportunity to raise concerns with the building administrator and the UTF President.

D. Supplies:
   1. The District will use its best efforts to provided adequate supplies, textbooks (including teacher's editions) and materials in a timely manner in accordance with any curriculum implementation.
      a. Teachers shall not be held responsible, nor be required to make financial restitution for lost/damaged books assigned to their classroom.
   2. The District will use its best efforts to coordinate curriculum changes with the ordering of supplies and materials.
   3. The District will provide and have available during the first week of school, for use by all teachers, supplies including, but not limited to:
      a. Copy paper
      b. Lined paper
      c. Staples
      d. Tape
      e. Pens
      f. Crayons
      g. Pencils
      h. Working copy and fax machines in every building
      i. Disinfectant wipes
      j. Hand sanitizer
      k. Facial tissue
      l. Masks
   4. Teachers must submit requests for such supplies to their building secretary in accordance with the timelines and procedures established by the District.
   5. The District will design and implement a program to ensure accessibility and choice of supplies.
   6. In addition to these supplies, each actively employed teacher shall receive up to three hundred dollars ($300) annually to be spent at the vendor/s of the District's choice only if grant funds are available.
      a. If grant funds are exhausted or are not available for the school year, each actively employed teacher shall receive two hundred fifty dollars ($250) annually to be spent at the vendor/s of the District's choice.
      b. The District and UTF shall agree on the program, process, and procedures.
      c. Teachers hired during the school year shall receive this supply allotment.

E. Technology:
   1. When and where instructional technology is available, training in the use of equipment, software and instructional methodology will be provided by the District to each teacher.
   2. After such training is provided, teachers are expected to use the methodology, software and equipment appropriately.
   3. Technology specifically needed to teach a class, such as computers in a computer class, shall be adequately maintained.
   4. Technology repair shall be promptly reported to building administration through a third-party contractor.

F. Working/Building Conditions:
   1. Telephones shall be available in every classroom for teacher use for professional and emergency calls.
   2. Adequate, safe and maintained parking facilities shall be made available to teachers for their exclusive use.
   3. The District will review requests for reimbursement due to parking lot potholes on a case-by-case basis.
   4. Adequate desks/tables and chairs shall be provided and kept in good repair. Removal and/or repair of broken furniture is the responsibility of the District and will be done in a timely manner.
   5. Bargaining unit members and other professionals shall dress, speak, and behave in a manner that provides a positive model for students and is consistent with Board Policy.
   6. Maintenance of facilities is the District's responsibility. The District will use its best efforts to provide adequate facilities maintenance.
      a. Teacher shall report severely inadequate ventilation, excessive or inadequate temperatures and inadequate custodial/maintenance care in classrooms and offices via the District's tracking system. As such, all teachers shall be able to make the request and track the request in the system.
      b. The District will design and implement a system to facilitate making and tracking reports via a third-party contractor.
      c. The Superintendent, or his or her designee, will review such reports and will provide a response to the UTF President within fifteen (15) school days regarding measures to be taken to address the teacher's concern(s).
      d. If temperatures in the classroom are below 60 degrees or above 80 degrees Fahrenheit for more than five (5) consecutive school days, a teacher may request a transfer to another room and the District will use its best effort to accommodate the request.
      e. If the temperatures in a classroom are below 55 degrees or above 90 degrees Fahrenheit, the UTF President will immediately contact the Superintendent or designee, to discuss solutions.
      f. The District and UTF commit to the use of a collaborative process to address building condition issues. Where appropriate, upon either party's request, an ad-hoc committee comprised of equal number of District and UTF representatives will convene to identify, discuss, and recommend building condition issues and solutions to the District.
      g. The UTF and District will use a collaborative process to correct building condition issues.
      h. Just as the District will not tolerate bullying amongst students, it is agreed that the District and the UTF will not tolerate the bullying of staff by other staff or students.
      i. The District will review requests for reimbursement due to disposal or theft of secured personal items on a case-by-case basis.
      j. Generally, no person will be allowed to enter a district building and wander without escort. This is to ensure that someone does not "drop in" on a classroom unannounced, possibly creating a disruption to the learning environment.

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

A. Moving Assistance for Relocated Teachers. The District will provide assistance to Teachers who are assigned to a new room or building.
   1. Teachers assigned to a new building will confer with their new building principal or designee to coordinate District assistance in moving books, equipment, and other materials and other necessary assistance. If requested, the District shall provide a Teacher assigned to a new building with boxes and two (2) days of teaching assignment coverage in order to relocate and set up books and materials.

a. If this provision is not met, the District will compensate teachers to pack and unpack at a rate of $30 per hour for 12 hours to pack/move/unpack.

2. The District will provide Teachers assigned to a new room in the same building with boxes, moving assistance, and one (1) day of teaching assignment coverage in order to relocate and set up books and materials.
   a. If this provision is not met, the District will compensate teachers to pack and unpack at a rate of $30 per hour for 6 hours to pack/move/unpack.

B. Transfer Requests:
   1. Voluntary Transfers
      a. Open Transfer Period
         i. Teachers may submit transfer requests in the form provided by the District by April 1 to be considered for the next school year.
         ii. Request for Transfer: The District will notify teachers who have submitted a transfer request of the disposition of that request as soon as possible, but in no event later than ten (10) days before the first scheduled teacher workday.
         iii. The District will provide copies of transfer requests and dispositions to the UTF President at the time the dispositions are provided to the requesting teacher.
         iv. Selection: When a position is to be filled by transfer, the position is to be filled according to District policy and/or procedure.
      b. Voluntary Transfers are not eligible for packing compensation.
   2. Involuntary Transfers
      a. The District retains the right to transfer teachers based on District policy in compliance with PERA, the Revised School Code, and other applicable law.
      b. Teachers shall receive at least two (2) days' notice before they are transferred from one regular assignment to another regular assignment.

Article 12 – Seniority

A. Seniority shall be defined as uninterrupted (non-terminated) length of employment as a teacher with Flint Community Schools.

B. A teacher who returns to active employment after a paid or unpaid leave of absence is not "terminated" for the purposes of this Article, except as otherwise provided by this Agreement or applicable law.

C. If the District creates a new or revised job description for a non-administrative position that requires a teaching certificate, the District shall provide a copy of that job description to the UTF.

D. Teachers who are absent due to their service in the uniformed services shall accrue seniority as provided in the Federal Uniformed Services Employment and Reemployment Rights Act.

E. The District shall prepare and present to the UTF a teacher roster by February 28 of each year. Any teacher may challenge the accuracy of the roster. Any date not challenged within sixty (60) days after issuance will be considered correct for that year or until a revised roster is issued. The roster shall include the following:
   1. Full name of teacher;
   2. Date of hire;
   3. Whether the teacher is tenured or probationary as of the printing of the roster; and
   4. Areas of Certification (and expiration dates).

Article 13 – Paid Time Off (PTO)

A. Paid Time Off (PTO) shall be credited annually to each teacher on the first day of his/her employment year as follows:
   1. Twelve (12) days for full-time teachers.
   2. Teachers hired after the start of the school year shall be credited with, on a pro-rata basis, and may use their allocated PTO as of the effective date of hire.

B. Teachers under contract for less than full-time but half-time or more will be allowed one-half (1/2) the normal PTO allowances provided above.

C. Use of PTO:
   1. Due to challenges in getting substitute coverage, teachers are strongly encouraged to give as much notice as possible for any use of PTO via submission to the District's attendance management system, however, teachers shall report their unavailability for work no later than one (1) hour before their scheduled reporting time.
   2. Whenever possible, as a professional courtesy, teachers should give at least twenty-four 24-hour advance notice via submission to the District's attendance management system to use PTO days.
   3. PTO days may not be used to extend a vacation, holiday, or travel time except in emergency situations.
   4. PTO days cannot be taken on the first day of school, the last day of school, or days when final examinations are scheduled except in emergency situations.
   5. Up to five (5) PTO days may be used for bereavement purposes to attend a funeral for an immediate family member. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
   6. Employees will be allowed to use PTO days for any purpose listed in the Michigan Earned Sick Time Act (ESTA). The first seventy-two (72) hours of PTO that qualifies for ESTA may be used as long as ESTA remains in effect.

D. It is understood that emergency situations arise that are beyond a teacher's control. In these situations, absent teachers who fail to report in a timely fashion they will be unavailable for work will be charged one (1) PTO day
   1. There will be no reduction in pay unless a teacher does not have an available PTO day and falls into deduct (absent without pay).

E. In the event that a teacher leaves employment with the district, for any reason, and has used more PTO than accumulated on a pro-rata basis, then the amount of PTO in excess may be deducted from the last paycheck the teacher receives.

F. The unused portion of the annual PTO allowance may accumulate indefinitely.

G. All teachers shall be credited with and may use their allocated PTO as of the beginning of the school year.

H. No teacher shall forfeit or accumulate PTO during an unpaid leave of absence pursuant to this Agreement. Accumulation of PTO automatically terminates on the date that a teacher leaves employment with the district.

I. Upon a teacher's return to work after an illness or disability of more than five (5) days duration, or for a teacher to receive a paycheck after utilizing their PTO of more than five (5) days duration, a medical statement or other verification as to the reason for the absence shall be submitted (if requested from Human Resources).

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

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

L. If the District believes a question exists with regard to a teacher's health or PTO was misused, the District may require the teacher to present verification documentation or to have the teacher examined by a physician selected by the District at the District's expense. Notification will be given to the UTF president.

M. The District will comply with the Americans with Disabilities Act concerning the disclosure of employee health information.

N. All payroll deductions authorized by the teacher will continue while the teacher is being compensated by use of PTO or sick bank days.

O. All PTO must be exhausted before utilizing LTD coverage.

P. The Sick Bank Committee may grant use of PTO for an emergency in excess of the limitations in this Article.

Q. A teacher who is absent because of injury or disease and is receiving benefits under the Michigan Workers' Disability Compensation Act (WDCA) may deduct the difference between WDCA benefits and his/her regular salary from accumulated PTO on a pro-rata basis (Article 17.J).

R. The District shall provide every teacher an accounting of their accumulated PTO before October 31 of each calendar year of this Agreement. The accounting shall not be binding upon the teacher or the District.

S. Attendance Award:
   1. The intent of the attendance award is to reward teachers that use two (2) or fewer PTO days during the entire school year. The summative maximum award is $600.00.
      a. Teachers who utilize two (2) or fewer PTO days during the first semester shall receive an attendance award of $300.00.
      b. Teachers who have utilized no more than two (2) PTO days for the entire school year will receive an additional attendance award of $300.00.
      c. Attendance award payments will be paid on the first pay period following the end of each semester.

Article 14 – Sick Bank

A. The UTF will solely administer and operate a Sick Bank on a voluntary basis. The Association will establish a committee to administer the Sick Bank and to provide to the FCS Business Office relevant information including, but not limited to, donated PTO days, recipient, and PTO days awarded.

B. All communication and requests regarding the policy and guidelines of, application for, use of, or termination from the Sick Bank shall be directed solely to the UTF via email to utfsickbank@gmail.com.

Article 15 – Leaves of Absence

A. Family and Medical Leave Act (FMLA). Any teacher who otherwise qualifies for Family Medical Leave under the FMLA may exercise the rights set forth in the Act.
   1. For determining eligibility for leave under the FMLA, the District will use a rolling twelve (12) month period beginning on the date a teacher begins using FMLA leave, except where otherwise required by law.
   2. A teacher must exhaust all accumulated PTO during FMLA leave.
   3. If a teacher requests a leave of absence for any FMLA-qualifying reason, the approved leave of absence will be applied against the teacher's FMLA entitlement.
   4. Teachers who take FMLA leave may be required to repay health care premiums to the District if the employee fails to return to work following that leave.

B. Extended Illness (Non-FMLA)
   1. Any teacher whose FMLA-qualifying condition extends beyond the period compensated for, or for which a position is held pursuant to the FMLA, may be granted a continuous, unpaid Extended Illness Leave, not to exceed two (2) school years (four [4] total semesters), upon an application to the District that shows that the FMLA-qualifying condition continues. The District may require a teacher on Extended Illness Leave periodically to recertify the FMLA-qualifying condition. Upon expiration of the leave, the teacher shall certify to the District that s/he is available to return to work, and request a return to an available position for which the teacher is qualified.
   2. Unrequested leaves of absence for physical or mental illness and/or disability for teachers shall be governed by the Michigan Teacher Tenure Act.

C. Jury Duty and Court Service
   1. A teacher called for jury duty, shall give his/her immediate supervisor proper notice and the District will provide the teacher his/her regular pay. The teacher must collect the jury duty payment and tender it to the District.
   2. A teacher subpoenaed to serve as a witness in a court action involving the District or arising out of his/her employment, shall give his/her immediate supervisor proper notice and the District will provide the teacher his/her regular pay. The teacher must collect any witness fee payment and tender it to the District.

D. Parental Leave
   1. Upon request, a teacher shall be granted a parental leave without pay at any time for the purpose of childbirth. The teacher shall present a certifying statement from the teacher's physician to the Office of Human Resources, whenever possible, sixty (60) days before such a leave.

2. Upon request, a teacher shall be granted a parental leave without pay at any time for the purpose of adopting a child. The teacher shall notify the Office of Human Resources at the time of application for adoption and, further, if an interval of sixty (60) days elapses following the most recent notice to the Office of Human Resources of the pending adoption, the teacher shall submit another notice.
3. The teacher shall choose one (1) of the following options for his/her leave:
   a. The remainder of a school year (plus one (1) or two (2) subsequent school years as he/she desires).
   b. An entire school year (plus one subsequent school year as s/he desires).
4. Parental Leave counts against the FMLA entitlement of the teacher taking Parental Leave.

E. Uniformed Service Leave
1. Leave for uniformed service will be granted in accordance with the requirements of applicable law.
2. Whenever a teacher who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called involuntarily to active service during his/her contractual year, the Board of Education shall pay the teacher, for a period of up to two (2) weeks, the difference between his/her regular salary and the allowance received from the State of Michigan or other governmental authority for such service. Before such payment shall be made, the teacher shall file in the Office of Human Resources a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

F. Detached Service Leave
1. The Board may, in its discretion, grant a detached service leave for work with an official governmental agency including the Peace Corps, or for serving in an elected political office or as an aide to an elected political official. A teacher who is on tenure and who is granted detached service leave shall not forfeit his/her tenure status.
2. Teachers on detached service leave shall not receive years-of-service credit toward salary increments for the period of the leave.
3. The teacher shall choose one (1) of the following options for his/her leave:
   a. The remainder of a school year (plus one (1) or two (2) subsequent school years as s/he desires).
   b. An entire school year (plus one (1) subsequent school year as he/she desires).

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

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

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

Article 16 – Retirement Benefits

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

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

B. Terminal Pay for Accumulated Paid-Time-Off (PTO):
   1. Any teacher who retires shall receive $45.00 additional terminal pay for each unused accumulated PTO day. (prorated for fractional days) up to a maximum of 125 PTO days
   2. If a teacher, actively employed by the District passes away, terminal pay benefits shall be paid to the beneficiaries named under the State retirement plan, or to the estate of that qualifying teacher.

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

Article 17 – Insurance Protection

A. The District shall provide fully-insured medical insurance and ancillary insurance benefits (Life, Long-Term Disability, Dental, and Vision Insurances) for eligible employees.

B. The plan year for the following benefits is notated on each.

C. Open Enrollment:
   1. Medical/Health and Ancillary Insurance Alternatives:
      a. On or before July 1, either party may request a market study to review comparable insurance alternatives. The market study must include PAK quotes through MESSA. If a market study is requested, and based on the results, either party may request to reopen the contract for negotiations on medical/health insurance plan options.
   2. The open enrollment period for Medical/Health Insurance shall be at least two (2) full weeks in the month of November annually. The District, in cooperation with the insurance carrier(s), shall be responsible for providing all necessary enrollment application and claims materials.
   3. The open enrollment period for ancillary benefits shall be at least two (2) full weeks in the month of May annually.

D. Medical/Health Insurance: (January 1 through December 31)
   1. Pursuant to PA 152 - Public Employer Contributions to Medical Benefit Plans Annual Cost Limitations (Hard Cap), the Board's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for employees with single person coverage, employees with the two-person coverage and employees with family coverage.
      a. Therefore, effective January 1, 2025, the Board's contribution to the Employee's medical benefit plan shall be no less than
         $7,718.26 for employees with single person coverage,
         $16,141.28 for employees with two-person coverage, or
         $21,049.85 for employees with family coverage.
         i. However, if HB 6058 gets implemented, there shall be no clawback for 2025.
      b. Effective January 1, 2026, the Board's contribution to the employee's medical benefit plan costs shall be no less than
         $7,942.09 for employees with single person coverage,
         $16,609.38 for employees with two-person coverage, or
         $21,660.30 for employees with family coverage.
         i. However, if HB 6058 gets implemented and depending on the final version, the 2026 Hard Caps will increase to the amounts set forth in the final version of HB 6058 or 5% more than the 2025 hard caps, whichever is lesser.
      c. Effective January 1, 2027, the Board's contribution to the employee's medical benefit plan shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for employees with single person coverage, employees with the two-person coverage and employees with family coverage.
      d. If no hard caps exist, effective January 1, 2027, the Board's contribution to the employee's medical benefit plan shall be no less than 3% more than the 2026 hard caps.
   2. The District will provide the following medical/health insurance benefits to regularly assigned full-time teachers and their eligible dependents through Michigan Education Special Services Association (MESSA):
      a. MESSA ABC2, Deductibles $2,000/$4,000, 10% Co-insurance, 5-Tier Rx with Mandatory Mail
      b. MESSA ABC2.5, Deductibles $2,500/$5,000, 5-Tier Rx
      c. MESSA Choices, Deductibles $1,000/$2,000, 20% Co-insurance, 5-Tier Rx with Mandatory Mail
      d. MESSA Choices, Deductibles $1,000/$2,000, 10% Co-insurance, 5-Tier Rx with Mandatory Mail
   3. Specifics will be made available upon request as well as on the District's transparency reporting site. The plans identified in Section D(2) shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and the to Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq, including any requirements necessary to avoid penalties, taxes or other liabilities to the District. Any adjustments needed to this Article to comply with the PPACA and Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq, will be bargained.
   4. Teachers will pay any premium share contributions through payroll deductions, spread over twenty-two (22) pay periods, pursuant to a Section 125 Plan adopted and administered by the District.
   5. Medicare Reimbursement:
      a. The District shall provide for each regularly assigned full-time teacher eligible for and enrolled in Medicare Part A (hospitalization) and Part B (medical) the entire premium the teacher pays for his/her Medicare coverage, upon presentation of verification of

premium payment to the Office of Human Resources. In no event shall the reimbursement for such premium exceed the premium amount paid by the District for teachers not eligible for Medicare coverage.

6. Cash-in-lieu of medical/health insurance coverage:
   a. For bargaining unit members who are eligible for health coverage benefits, but who are covered by, or choose to be covered by a spouse's health plan, will receive a cash-in-lieu payment of $2,000.00 per school year paid in two equal installments of $1,000.00 paid on the last pay date of the first and second semesters.
   b. In order to receive this cash in lieu payment, the following conditions must be met:
      i. The employee voluntarily and in writing opts out of the available medical health care plan.
      ii. Provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Patent Protection and Affordable Care Act.

E. Life Insurance: (July 1 through June 30)
   1. The District shall provide, without cost, to regularly assigned full time teachers, group term life insurance protection through Lincoln Financial which shall pay to the teacher's designated beneficiary the sum of $50,000.00.
   2. The coverage provided in the District's group term life insurance policy to regularly assigned full time teachers will continue at no cost to the teacher, as provided in the policies and not in conflict with the Master Teacher Contract, while the teacher is on LTD and/or remains totally disabled.

F. Long-Term disability Insurance: (July 1 through June 30)
   1. The parties agree that the District will provide long-term disability insurance coverage through a plan offered by Lincoln Financial.
   2. The District will provide, without cost, long-term disability insurance to regularly assigned full time teachers. The policy will provide a ninety (90) working day elimination period; reimbursement of sixty percent (60%) of average monthly base salary, with a monthly cap of $3,000.00; The 5 years of benefits is only paid to age 70. For 70 years and over it is only paid for one year.
   3. The coverage provided in the District's long-term disability policy to regularly assigned full time teachers will continue at no cost to the teacher, as provided in the policies and not in conflict with the Master Teacher Contract, while the teacher is on LTD.

G. Dental Care Insurance: (January 1 through December 31)
   1. The District will provide, without cost, dental care insurance to regularly assigned full time teachers through the BCBS Dental. Benefits under such plan shall be in accordance with the terms of the Group Plan Policy.
   2. All teachers shall be eligible for dental coverage from the District, even if the teacher, the teacher's spouse, or the teacher's dependents have dental coverage paid by any other source.
   3. Teachers with dental insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.

H. Vision Care Insurance: (July 1 through June 30)
   1. The District will provide, without cost, vision insurance through MESSA at the VSP 2S benefit level to regularly assigned full time teachers. Benefits under such Plan shall be in accordance with the terms of the Group Plan Policy.

2. All teachers shall be eligible for vision coverage from the District, even if the teacher, the teacher's spouse, or the teacher's dependents have vision coverage paid by any other source.
3. Teachers with vision insurance from any other source may coordinate benefits so as to receive no more than one hundred 100% percent coverage.

I. Part-Time Teachers:
1. Each teacher under contract to work less than full time but one-half time or more, is entitled to receive health insurance.
2. The District will pay one-half (½) of the premium amounts it would pay for the teacher and dependents if the teacher were a regular full- time teacher.
3. The teacher will pay all amounts in excess of the District's required contribution through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District.

J. Worker's Compensation:
1. A teacher who is absent because of injury or disease and is receiving benefits under the Michigan Workers' Disability Compensation Act (WDCA) may deduct the difference between WDCA benefits and his/her regular salary from accumulated PTO on a pro-rata basis.
2. A teacher who is absent because of injury or disease and is receiving benefits under the WDCA, and has exhausted all their accumulated Paid-time-off (PTO), will receive from the District difference between the teacher's regular daily salary minus salary offsets provided by, or contributed to by the District, all compensation received as a result of new gainful employment, and all income resultant from an increased time commitment to previously held other employment, other than that with the District, for the period of disability, not to exceed two (2) years.
3. The District reserves the right to have the employee examined by a physician selected by the District. The cost of such examination shall be borne by the District
4. The District must comply with all provisions found in the WDCA.

K. The District, by providing the coverages set forth in this Article, is relieved from all liability with respect to the benefits provided by those coverages.

L. All teachers, as an ongoing condition of continuing coverage, are obligated to comply with all terms of the insurance policies provided under this Article.

M. The cost of sponsored dependent coverage for all sponsored dependents will be borne by the sponsoring teacher and not by the District.

Article 18 – Protection of Teachers

A. The District fully supports student discipline procedures and policies, including enforcement of the Code of Student Conduct. The District and the teachers recognize a mutual responsibility for the enforcement of discipline policies, which will be enforced fairly and consistently without bias.

B. A teacher shall report any case of alleged assault on a teacher related to a school-centered problem. The Board shall render reasonable assistance and support to the teacher (excluding legal counsel) with respect to law enforcement, judicial, and medical proceedings, including filing legally required reports. The District shall promptly report any alleged assault upon a teacher while the teacher is working to an appropriate law enforcement agency. Teachers who are assaulted shall participate fully in all investigations and expulsion hearings. The Board shall

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

C. A teacher will be promptly advised of any complaint about that teacher by a student's parent. The teacher may attach a written response to the complaint as allowed by applicable law.

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

E. A student who assaults a teacher as defined by the Student Code of Conduct and Michigan law shall be removed from the classroom pending an investigation and, minimally, until a meeting can occur with the parents and school personnel.
   1. If the assault upon a teacher is verbal, restorative practices will be utilized for student reentry into the classroom.
   2. If the assault by a student is physical, either with or without a weapon, and in the event the student is not expelled, the administrator and parents will have a conference regarding the matter. If the conference is not successful in resolving the matter, the student can be reassigned to another class. If this approach does not work, the parties will seek agreement on another alternative, but the District shall take action in the best interests of students and staff members.
   3. Students receiving special education services are subject to the provisions in paragraphs E, E.1, and E.2 so long as the district remains in compliance with all applicable special education laws, rules, and regulations.

F. Maintaining a safe and orderly school building is a shared responsibility. Teachers are to help administration and security maintain safe and orderly hallways during the time between classes. However, once the tardy bell rings, teachers are to shift their attention to the classroom.

Article 19 – Summer Assignments

A. Summer School:
   1. Though all teachers have the opportunity to teach during summer school, staffing summer school will be done by lottery when applicable.
   2. Teachers teaching during summer school will be paid at their regular daily rate on a prorated basis.
   3. The Office of Academics and UTF will meet to plan and implement summer school.
   4. The District will provide substitute services for absent teachers during summer school through a process determined by Human Resources. The teacher will notify his/her summer school site coordinator as soon as possible of his/her absence. The teacher will make any arrangements necessary for the substitute teacher to assume his/her classroom responsibilities.
   5. Prior to staffing summer school, the Office of Human Resources will distribute to the UTF President, via email, a current list of all summer school positions by building. Human Resources will staff summer school based on the number of students who enroll. The Office of Human Resources will send a form to all employees to sign up for summer school. At the secondary level, since there is credit recovery, the teacher's endorsement will also be considered when determining placement.
   6. After staffing summer school, the Office of Human Resources will distribute to the UTF President, via email, a current list of those assigned to all summer school positions by building, including unfilled positions.

B. Teacher absences during Summer school:
   1. Summer school teachers will receive two (2) summer illness days with no deduction from pay, provided that the District may request submission of a doctor's certificate as proof of illness. Summer illness days do not accumulate nor count against accrued PTO days.

C. Summer School Lottery (when applicable)
   1. When there are more teachers indicating they would like the opportunity to work/teach summer school than positions/students available, a lottery will be held.
      a. The UTF President or designee and the Office of Human Resources shall sign the results of the lottery verifying it was done correctly.
      b. If there are more positions available than certified teachers wanting the opportunity to work/teach summer school. Non-certified personnel may be included in the lottery, and/or assigned summer school positions.

Article 20 – Part Time Positions

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

Article 21 – Excellence

A. Teacher Inservice Education Visitations. The parties encourage teachers to voluntarily visit classrooms of other teachers to observe teaching methods or topics. Methods to facilitate classroom visits may be addressed through the Shared Decision-Making process (Article 24) or JLM (Article 25).

B. Building Leadership and Instructional Time. Quality building leadership is critical to improving the quality of education in the District. The parties agree to work to free time up so building Principals can offer quality leadership to the staff, students, and community.

Article 22 – Discipline of Teachers

A. The District/Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers. "Discipline" means oral warning, oral verbal reprimand, written reprimand, suspension, demotion, discharge, and/or non-renewal of a contract. The District will notify the UTF before such rules and regulations are adopted.

B. Teachers not covered by the Michigan Teacher Tenure Act shall not be disciplined, including, reprimand, suspension (with or without pay), demotion, discharged, nor have a regular teacher contract not-renewed without just cause. The teacher must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Just cause includes but is not limited to:
   1. Incompetence;
   2. Violation of the policies and rules and regulations adopted by the Board;
   3. Moral misconduct; and/or
   4. Any violation of the terms of this Agreement.

C. Teachers not covered by the Michigan Teacher Tenure Act may grieve discipline including binding arbitration as outlined in Article 23.

D. Binding arbitration is expressly denied to probationary teachers.

E. For tenured teachers, consistent with the Teachers Tenure Act, discipline may only be issued for non-arbitrary or non-capricious reasons, and the parties subscribe to the concept of progressive discipline. The District may apply disciplinary measures consistent with the severity of the infraction.
   1. All discipline will be in writing and placed in an individual's personnel file.
   2. Any rebuttals shall be limited to five sheets of standard-size paper.
   3. Non-disciplinary directives shall not be placed in a bargaining unit member's personnel file.
   4. Binding arbitration is expressly denied to probationary teachers.
   5. Tenured teachers may grieve discipline as outlined in Article 23 excluding Level 3 – binding arbitration. This has no impact on the teachers right to appeal a "demotion" or "termination" pursuant to the protections outlined in the Michigan Teachers Tenure Act.

F. Teachers shall have full Weingarten Rights.

G. At the conclusion of the investigation, which provides due process, the director of human resources or designee shall provide findings and conclusions of discipline, in writing, to the affected bargaining unit member and the association.

Article 23 – Grievance Procedure

A. Purpose. The purpose of the grievance procedure is to settle, quickly, equitably, and as confidentially as possible, claims of improper application or interpretation of this Agreement.

B. Definitions and Basic Rules.
   1. "Grievance" means a claim filed by one or more Teachers, the UTF, or the Board, alleging the improper application or interpretation of this Agreement or personnel policy, specifying the provision allegedly violated, the facts giving rise to the alleged violation, and the remedy requested.

2. In this Article, "days" means school teaching days during the school year and weekdays otherwise.
3. An individual Teacher may present and have a grievance adjusted without the UTF's intervention, if the adjustment is not inconsistent with the terms of this Agreement, and if the UTF has been given opportunity to be present at the adjustment.
4. Upon the request of the involved Teacher(s), the UTF, or the Board, the involved Teacher(s) may attend any level of the grievance procedure.

C. Procedures. Timelines may be extended by the authorized parties' written agreement. If the timelines listed below for filing or advancing a grievance are not met, the grievance is deemed to be withdrawn by UTF/FCS.
   1. Level One
      a. A Teacher with a grievance may initiate this procedure by discussing the grievance with the Teacher's immediate supervisor, either with or without a UTF representative. If the Teacher requests UTF representation, the immediate supervisor shall not discuss the matter with the Teacher before meeting with the UTF representative.
      b. In the event that step (a) is unsuccessful or bypassed, the Teacher or UTF may file a formal grievance on a UTF Grievance Form (Appendix D), with copies to the Teacher(s), the UTF, the immediate supervisor, and the Office of Human Resources. A formal grievance must be filed within thirty (30) days after the teacher's notice of the facts giving rise to the grievance.
      c. Within five (5) days after the formal grievance is filed, the immediate supervisor, the Teacher, and the UTF representative may meet. The immediate supervisor shall provide the Teacher and the UTF representative a written answer to the grievance within five (5) days after the meeting, or if no meeting, within five (5) days after the grievance was filed. If no written response is timely provided, the grievance is deemed denied and advanced to Level Two.
   2. Level Two.
      a. Within ten (10) days of the Level One answer, the UTF will notify the Director of Human Resources or designee if it intends to appeal the grievance. The UTF grievance committee, or designees, and the Director of Human Resources, and/or designees, shall meet as soon as possible to discuss the grievance. If the District does not provide a written Level Two answer to the UTF grievance committee or designee within ten (10) days after the meeting, the grievance is deemed denied and may be advanced to Level Three. Otherwise, the UTF may advance the grievance by providing a written arbitration demand to the District within ten (10) days after the written Level Two answer.
      b. The District may initiate a grievance at Level Two by providing a written grievance to the UTF within thirty (30) days after the District's notice of the facts giving rise to the grievance. The parties shall meet as soon as possible to discuss the grievance. If the UTF does not provide a written Level Two answer within ten (10) days after the meeting, the grievance is deemed denied and advanced to Level Three. Otherwise, the District may advance the grievance by providing a written arbitration demand to the UTF.
      c. Either party, at any point, may request that any grievance be voluntarily mediated by the Michigan Employment Relations Commission (MERC).
         i. Furthermore, if the grievance is related to class sizes/overages or elementary planning periods, the parties agree to required mediation of the grievance by the Michigan Employment Relations Commission (MERC), only if it can be scheduled within fifteen (15) working days of the request to mediate. Otherwise, either party can deny the request.
   3. Level Three.
      a. Arbitration. Within ten (10) days of the Level Two answer the UTF will notify the Director of Human Resources or designee if it intends to appeal the grievance to Level

Three – Arbitration. The parties will select an arbitrator through the America Arbitration Association (AAA) in accordance with its rules, which shall likewise govern the arbitration hearing.

b. Powers of the Arbitrator. The Arbitrator may decide any dispute regarding the interpretation, enforcement and application of the provisions of this Agreement, unless this Agreement expressly states the dispute is not subject to the grievance procedure. The Arbitrator may not add to, subtract from, or otherwise modify the Agreement.
c. Arbitrator's Decision. If made in accordance with the Arbitrator's jurisdiction and authority, the Arbitrator's decision shall be final and binding on the UTF, on all Teachers, and on the District.
d. Fees and Expenses. The parties shall share the fees and expenses of the Arbitrator equally. Each party shall bear all other arbitration related expenses it incurs.
e. All arbitration hearings shall be held at the District offices, the UTF's offices, or via an online digital platform.

D. Miscellaneous
1. Any grievance not advanced timely to the next step appealed is considered resolved on the basis of the last decision.
2. No Teacher may file a grievance after the effective date of his/her resignation.
3. No party shall retaliate against a participant in the grievance procedure for that participation.

Article 24 – Shared Decision-Making and Waivers

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

B. Waivers
1. Under shared decision-making, provision of this Agreement may be waived by unanimous decision of a committee consisting of the Superintendent, the Executive Director of Human Resources, and the UTF President, or their designees.

2. Waiver requests must be submitted to the District and to the UTF on a form (Appendix E) provided by the District, and must be signed by the building Principal, the building's SI and PL Coordinators, if applicable, and the UTF building representative or designee.
3. A waiver shall be for one year, specific to the site-based school requesting the waiver, and shall not be precedent setting.
4. Copies of all completed, dated, and signed waivers will remain on file at both the UTF office and FCS Human Resources office.

Article 25 – Joint Labor-Management ("JLM")

A. The UTF and Board will use a Joint Labor-Management Committee ("JLM") to discuss matters of mutual concern. Each party shall be represented by up to six (6) members.

B. The parties will adopt rules, procedures, and standard topics to be discussed.

C. UTF and Board JLM members will develop a written agenda before each meeting.

D. The parties value collaborative problem-solving and may discuss any matter in JLM without waiving recourse to the grievance process.

E. The JLM may adopt Memoranda of Understanding regarding this Agreement that preserves the parties' basic rights, subject to the ratification and approval of the UTF and Board.

Article 26 – Learning Support Services/Special Education Services

A. The District agrees to abide by all mandatory rules of the State Department of Education relating to the operation of special education programs.

B. Adequate time for special education teachers to complete mandated paperwork, and record keeping, will be reflected in building schedules. The Shared Decision-Making Committees in each building will address any issues that arise regarding time special education teachers need to complete paperwork.

C. Special Education Class Size Waivers:
   1. Annually, the District will notify all the special education teachers and UTF President If any county Special Education Waivers are implemented. The implemented waiver/s will be placed on the district's shared drive.

D. Teaching Materials:
   1. Special Education teachers shall have access to all teaching material which are regularly available to general education teachers including Teacher Edition textbooks and related materials.

E. The District may provide support to teachers in special education programs, when applicable, in consultation with the UTF.

F. The district may provide support to a classroom teacher when 6 or more students with IEPs are assigned.

G. The district will ensure that ample testing materials including, but not limited to, evaluations, test protocols, supplies and materials in order for staff to perform in a timely and effective manner.

H. Special Education support services of the type normally done by bargaining unit personnel is sometimes performed by contractors to accommodate sporadic or infrequent work demand. All parties recognize that UTF has a legitimate interest in the amount and frequency of such work and in the amount paid for it. When such work is sufficiently frequent and predictable to justify hiring a full-time unit employee, it will be done. At other times contractors hired for such work will be compensated at the higher of the contractor's regular rate or the lowest labor contract rate for such work, provided there will be no restriction on productivity requirements for contractors.

Article 27 – Evaluation

A. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support will be used.

B. For the 2025/2026 school year, all district teachers will be evaluated pursuant to the Marzano performance evaluation system.

C. The District will measure student growth as Twenty Percent (20%) of the evaluation. Student growth will be administered as it was in the 2023-2024 school year (a data discussion).
   1. This performance evaluation system will include, as appropriate, the following:
      a. a year-end evaluation process that meets statutory standards;
   2. Tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations shall be evaluated biennially, but if the classroom teacher is not rated as effective on one of the biennial year-end evaluations, the classroom teacher must resume year-end evaluations. If a classroom teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to have the classroom teacher resume annual evaluations; year-end evaluations for classroom teachers shall be completed by May 31.
   3. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
      a. all probationary teachers;
      b. teachers rated developing, needs support; or
      c. at the administrator's discretion when performance deficiencies are noted.
   4. A mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals (no more than 3) developed by the evaluator and teacher, and any recommended training, coaching, professional development, or resources identified by the evaluator and teacher.
   5. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
   6. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items.

7. The District will ensure that training on the Marzano evaluation tool for teachers and evaluators will provided as required by law.
8. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process.
9. Teachers may grieve alleged violations of this Article/evaluation process up to, and including, level 2 of the grievance procedure (Article 23).
    a. If the grieving teacher is not satisfied with the level 2 decision, the grieving teacher may advance the grievance as an appeal directly to the FCS/UTF Evaluation Committee for review and decision.
    b. If the grieving teacher is not satisfied with the appeal decision from the FCS/UTF Evaluation Committee, the grieving teacher may advance the grievance as an appeal to the Superintendent for review and decision.
    c. This decision, made by the Superintendent, is final.
10. Furthermore, a grievance may be filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."

D. FCS/UTF Evaluation Committee.
    1. An evaluation committee consisting of an equal number of administration (chosen by the District) and UTF teachers (chosen by UTF) shall be formed. The parties agree that no more than four members shall serve on each committee team. This committee will:
        a. Meet regularly and as needed to address the performance evaluation system;
        b. Create their own operating procedures with a goal of making decisions by consensus. Though, if the Committee is in a deadlock, it will go to the Superintendent for a final decision.
        c. Provide recommendations for any changes to the respective bargaining teams;
        d. Update and make revisions to the FCS Evaluation Tool Handbook.
        e. Determine process (and outcomes) if/when issues or concerns arise regarding the performance evaluation system.

Article 28– Miscellaneous Provisions

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

B. All notices required to be given to the UTF by this Agreement shall be mailed to the UTF President, via email, or in the alternative, addressed to 5095 Exchange Drive, Flint, Michigan, or to such other address as the UTF shall direct in writing. All notices required to be given to the Board by this Agreement shall be mailed to the Board by ordinary mail, addressed to 923 East Kearsley Street, Flint, Michigan, or to such other address as the Board shall direct in writing. All notices to be given to a teacher under this Agreement shall be emailed and to his/her last address recorded in the Office of Human Resources. It shall be the responsibility of teachers to notify the Office of Human Resources of any change of address or email address. The mailing of such notices shall not relieve the Board of the responsibility to post notices whenever required by this Agreement.

C. If any provision of this Agreement or any application of the Agreement to any teacher or group of employees shall be found contrary to law, then such provision or application is invalid except

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

D. Amendments to this Agreement may be made at any time during the life of this Agreement by mutual consent of the parties. Such amendments or modifications must be by an agreement in writing duly executed by both parties. No departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

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

F. Should there be a conflict between a federal, state, or local rule or regulation and the Collective Bargaining Agreement, the parties to this Agreement will discuss the matter. In the interim, the Board may comply with the rule or regulation to the extent required.

G. The UTF and the District recognize the legal and professional obligation to comply with the provisions of the Every Student Succeeds Act (ESSA) of 2015, and any amendments thereto, as well as regulations promulgated thereunder.

Article 29 – Duration

This Agreement becomes effective August 1, 2025 and shall remain effective until midnight on July 31, 2027. The parties agree to begin negotiations at least six (6) months prior to the expiration of this Agreement.

Board of Education for the School District of the City of Flint:

Dr Joyce Ellis-McNeal
Board President

Kevelin Jones
Superintendent

For the United Teachers of Flint

Karen Christian 3/9/2026
Karen Christian
United Teachers of Flint
President

3/9/2026
Bruce Jordan
MEA UniServ Director

FLINT COMMUNITY SCHOOLS
Expect More. Achieve More.

Appendix A – Supplemental Salary Contract

FLINT BOARD OF EDUCATION

SUPPLEMENTAL SALARY AGREEMENT

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

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

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

The sum of: $_____.00

For extra services performed in the following capacity: _____
Extra Duty Assignment

At the following location(s): **#1**_____ **#2**_____

For the period from: _____, 20_____ to _____, 20___

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

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

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

FLINT BOARD OF EDUCATION

EMPLOYEE

Signature: _____

Printed Name: _____

Title: _____

BUILDING PRINCIPAL

Signature: _____

Printed Name: _____
Title: _____

FLINT COMMUNITY SCHOOLS

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

2025-2026 Flint Community Schools Calendar

Instruction | Holidays/Breaks | Count Days
X Prof. Dev. | Half Day (District) | Records Day / Teacher Work Day (No Students)
X Non-Instructional Day | Half Day Exams (HS Only)

July 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July

ST		TE
5	Independence Day	
0		0

August 2025

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

19	Teacher Work Day (Off Schedule)	
20-21	Staff/District PD (Off Schedule)	
26-27	Staff/District PD	
28	Teacher Work Day	
0		3

September 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September

2	Labor Day	
2	First Day of School (1/2 day for students)	
24	No School, Staff PD	
20		21

October 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October

1	Count Day	
23		23

November 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November

5	Election Day, No School- Staff PD	
26-28	No School /Thanksgiving Break	
16		17

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December

22-31	District Closed, Holiday Break	
15		15

January 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January

ST		TI
1-2	New Year & Christmas Break	
5	School Resumes	
14-16	1/2 Days, Southwestern Only	
17	Records Day [No Students]	
20	No School, Martin Luther King Jr. Day	
18		1

February 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

February

12	Count Day	
13-16	Winter Break	
25	No School, Staff PD	
17		1

March 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March

18	District Relational Capacity Day [No Students]	
30-31	Spring Break	
19		2

April 2026

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April

1-3	Spring Break	
14-16	1/2 Days, Southwestern Only	
19		1

May 2026

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May

23	No School	
25	No School, Memorial Day	
19		1

June 2026

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June

8-10	1/2 day exams SW	
11	Last day for Students (1/2 day for students)	
12	Records Day [Teacher/Para Last Day]	
8		

	Instruction	TE
	180	183
	ST	TE
July	0	0
August		3
September	20	21
October	23	23
November	16	17
December	15	15
January	18	19
February	17	18
March	19	20
April	19	19
May	19	19
June	8	9
	174	183
	6 PD	
	180	

Appendix B – Calendars

August 1, 2025 until July 31, 2027

2026-2027 Flint Community Schools Calendar

Teacher

Instruction | Holidays/Breaks
X Prof. Dev. | Half day
X Non-instructional Day

Count Days
Records Day/Teacher Work Day (No Students)
HS only Exam/Testing - Half days

July 2026

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July

ST TE

4 Independence Day

0 0

August 2026

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

18 Teachers Return- Teacher Work Day
19-20 Staff PD
25-26 Staff PD
27 Teacher Work Day
31 First day of school, Half day dismissal

1 7

September 2026

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

September

4-7 No School, Labor Day

30 No School, Staff PD

19 20

October 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October

7 Count Day

22 22

November 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November

3 No School - Election Day, Staff PD

25-27 No School, Thanksgiving Break

17 18

December 2026

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December

21-31 No School, Holiday Break

14 14

January 2027

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January

ST TI

1 No School, Holiday Break
4 School Resumes
12-14 Half days, Southwestern only
15 No School, Records Day
18 No School, Martin Luther King Jr. Day

18 1

February 2027

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February

11 Count Day
12-15 No School, Winter Break
25 No School, Staff PD

17 1

March 2027

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March

17 No School, Relational Capacity Day
26 No School, Good Friday
29-31 No School, Spring Break

18 1

April 2027

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April

1-2 No School, Spring Break

13-15 Half days, Southwestern only

20 2

May 2027

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May

31 No School, Memorial Day

20 2

June 2027

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June

8-9 Half days, Southwestern & ALA only
10 Last day for Students, Half day dismissal
11 Records Day [Teacher/Para Last Day]

8

	Instruction	TE
	180	186
	ST	TE
July	0	0
August	1	7
September	19	20
October	22	22
November	17	18
December	14	14
January	18	19
February	17	18
March	18	19
April	20	20
May	20	20
June	8	9
	174	186
	6 PD	
	180	

Appendix C – Salary Adjustment Form

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

Date_____

School_____

School Telephone #_____

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

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

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

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

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

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

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

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

PRINT FULL NAME_____TEACHER'S SIGNATURE_____

TO BE COMPLETED BY THE OFFICE OF HUMAN RESOURCES

FROM: Training _____
Experience _____
Annual Salary_____
Effective _____

TO: Training _____
Experience _____
Annual Salary_____
College _____

Signed: _____
Specialist

Signed: _____
Executive Director

Appendix D – Grievance Form

Level 1: 30 Days to file grievance, 5 days for grievant/supervisor resolution meeting, 5 days for supervisor's written response
Level 2: 10 days to give HR notice of appeal Level 1 response, Monthly Grievance Hearing, 10 days for HR's written response
Level 3: 10 days to appeal Level 2 response to arbitration, Possible Mediation before Arbitration

UNITED TEACHERS OF FLINT GRIEVANCE FORM

Please Type entire Grievance Form (form may go to multiple pages)

NAME:

Address:

City/Zip:

Building/Assignment:

Contract Citations:

Date Filed:

Individual Grievance:
Association Grievance:
Grievance Number (UTF will assign):

Level 1 – Date:

Level 2 – Date:

Level 3 – Date:

Statement of Grievance:

Relief Sought:

Signature of Grievant: _____
(Emailed form from grievant's email address will be accepted)

Supervisor signature indicating receipt: _____Date:_____

Distribution: Submit to Supervisor. The Supervisor will sign receipt, date, give two copies to grievant (one for UTF), and retain one copy. Grievant will scan and email signed form to kchristian@mea.org, and bjordan@mea.org.

Revised 20190524

Appendix E – Waiver Form Questionnaire and Signature Form

School Year:_____ Submitted by:_____

Print and Sign:

Principal:_____Date:_____
LI Chair:_____Date:_____
PD Chair:_____Date:_____
UTF Lead Building Rep:_____Date:_____

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

Print and Sign:

Superintendent:_____Date:_____
UTF President:_____Date:_____
MEA UniServ Director:_____Date:_____

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

1. Give a brief statement as to the purpose for the request to change your calendar or building schedule.

2. How does the proposed change to calendar/schedule benefit students? Parents? Staff? (Academically, Social/Emotionally, perpetual tardiness, pick-up/drop-off of students, etc...)

3. Does the proposed change to calendar/schedule have any disadvantages/barriers to students? Parents? Staff?
   a. Are there any accommodation recommendations that would minimize or eliminate any or all of the disadvantages/barriers?

4. What resources and information have you researched related to the requested change in calendar or schedule? Describe.

5. Is the requested change to the calendar or schedule cost neutral? If not, please describe in detail.

6. Are there any school to district level accommodations that need to be addressed that may impact support staff scheduling or additional educational programming, such as: GSRP, after school programs, etc...?

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

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

Appendix F – Class Size Overage Form/s & Instructions

Page 1 of 3

ELEMENTARY OVERAGE FORM

$12 overage amounts per student, due for overages for entered students ($2 per student per class for Specials' teachers):

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

Building: _____ Month: _____/_____, 20_____

Teacher Name: _____ Teacher Signature: _____

Grade: _____

Monday	Tuesday	Wednesday	Thursday	Friday
Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____
Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____
Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____
Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____
Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____	Date: ____ # over: ____

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

Specials' Teachers: Number of students over for the month: _____ x $2.00= _____

SECONDARY OVERAGE FORM

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

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

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

Building: _____ Month: _____/_____, 20_____

Teacher Name: _____ Teacher Signature: _____

Grade: _____

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

CLASS SIZE OVERAGE INSTRUCTIONS

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

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

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

Information may be submitted by:

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

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

Appendix G – Providing Substitute Services Form

INTERNAL COVERAGE

For Teachers who agree to provide Substitute Services:

Contract Provisions:

Article 6.J – Providing Substitute Services

H. Providing Substitute Services:
   1. "Providing Substitute Services" is defined as:
      a. Subbing for an absent teacher on a teacher's preparation period.
         i. Teachers that provide substitute services during their preparation period will receive $30.00 per class.
      b. Having an absent teacher's students split up amongst other classrooms.
         i. As a last resort, and if there is a need to split an absent teacher's students amongst other classrooms, each teacher that takes students will receive a payment of $150.00 divided by the number of teachers that the students are split up amongst.
      c. Elementary Specials:
         i. Specials' teachers that provide substitute services will receive $30 per class.
         ii. Keeping a teacher's own class when a specials (Physical Education, Art, ~~or~~ Music, or computers, etc.) teacher is absent will receive $30.00 per class.
         iii.
      d. Building Lead Teacher:
         i. Teachers may be asked to perform as a temporary Lead Teacher for short periods of time with the consent of the teacher, and with the Board assuming full responsibility for those actions of the teacher taken within the parameters of his/her legitimate role as Lead Teacher
         ii. Teachers performing temporary Lead Teacher responsibilities shall receive a payment of $100.00 per day in addition to their regular compensation.
         iii. Teachers cannot act as Lead Teachers if there are not enough substitutes for the building unless the volunteering teacher agrees to act as a Lead Teacher while teaching.
   2. Non-Load Bearing teachers (intervention teachers and the like) are not eligible to receive payments for providing substitute services listed in provisions K.1.a, K.1.b, or K.1.c of this Article.
   3. Any teacher may decline to volunteer to provide any substitute teaching services outlined in Section K of this Article.

INTERNAL COVERAGE

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

SCHOOL: _____

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

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

_____ **Date** _____/_____/20_____
Principal

_____ **Date** _____/_____/20_____
Executive Director of Human Resources

_____ **Date** _____/_____/20_____
Executive Director of Finance

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