




**Master Agreement**

*between*

**Ubly Education  
Association/Tri-County  
Bargaining Association**

*and the*

**Ubly Community Schools**



## Table of Contents

ARTICLE I - RECOGNITION.....	1
ARTICLE II - ASSOCIATION AND TEACHERS' RIGHTS.....	2
ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD .....	3
ARTICLE IV - MEMBERSHIP FEES AND PAYROLL DEDUCTIONS .....	4
ARTICLE V - TEACHING HOURS AND CLASS LOAD .....	5
ARTICLE VI - TEACHING CONDITIONS.....	7
ARTICLE VII - PROFESSIONAL QUALIFICATION AND ASSIGNMENTS.....	7
ARTICLE VIII - ILLNESS OR DISABILITY.....	9
ARTICLE IX - PROFESSIONAL AND PERSONAL BUSINESS .....	11
ARTICLE X - CHILD CARE LEAVE.....	14
ARTICLE XI - PROFESSIONAL BEHAVIOR.....	14
ARTICLE XII - PROFESSIONAL IMPROVEMENT.....	15
ARTICLE XIII - SENIORITY, LAYOFF AND RECALL.....	15
ARTICLE XIV - TEACHER EVALUATION.....	17
ARTICLE XV - CONTINUITY OF OPERATIONS .....	18
ARTICLE XVI - SCHOOL CALENDAR.....	18
ARTICLE XVII - UNPAID LEAVES OF ABSENCE .....	19
ARTICLE XVIII - STUDENT DISCIPLINE AND TEACHER PROTECTION .....	19
ARTICLE XIX - INSURANCE PROTECTION .....	20
ARTICLE XX - PROFESSIONAL COMPENSATION.....	21
ARTICLE XXI - GRIEVANCE PROCEDURE.....	22
ARTICLE XXII - NEGOTIATION PROCEDURES.....	25
ARTICLE XXIII - JOINT COUNCIL .....	25
ARTICLE XXIV - FINANCIAL RESPONSIBILITY .....	26
APPENDIX A – 2007-2013 SALARY SCHEDULE.....	27
APPENDIX B - EXTRA CURRICULAR SALARIES .....	31
APPENDIX C - EXTRA CURRICULAR SALARIES .....	33
APPENDIX D - SCHOOL CALENDAR .....	34
RATIFICATION PAGE .....	36
LETTER OF UNDERSTANDING.....	36
LETTER OF UNDERSTANDING.....	37-39

This Agreement entered into this 23<sup>rd</sup> day of June, 2008 by and between the Tri-County Bargaining Association/Ubly Education Association-Michigan Education Association/National Education Association as hereinafter called the "Association" and the School District of Ubly, hereinafter called the "District," shall extend from August 25, 2007 until August 30, 2013.

WITNESSETH

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

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

### **ARTICLE I - RECOGNITION**

- A. The Board recognizes the Association as the exclusive and sole bargaining agent for the Ubly Community Schools full time and part time certificated teaching staff, presently under contract or on leave, including the positions of Special Education Teacher and Remedial Reading Teachers and Guidance Counselor.

Certified teaching personnel who are specifically excluded from the Bargaining Unit are as follows: Superintendent, Assistant Superintendent, Administration Assistant, School Principal, Assistant School Principal, individuals and/or certified teachers who perform only extra curricular duties for the Ubly Schools.

- B. Nothing contained herein shall prevent the Board from modifying, revising, combining or eliminating any position of employment in this Unit pursuant to the conditions of the Agreement.
- C. It is intended that this Master Agreement takes precedence over and governs the individual teaching contracts.
- D. Any new position created during the life of this Agreement will be added to the bargaining unit.
- E. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.
- F. When the Agreement uses the word "he," it also shall mean "she."
- G. Whenever the term "Board" is used, it shall mean the Ubly School District, its Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- H. The phrase "full time" agreed to in Article I shall include, but not be limited to, teachers who have signed a probationary or tenure contract.
- I. The phrase "part time" as used in Article I shall include teachers who have signed a probationary or tenure contract. "Part-time" teachers are teachers

under contract for the full school year teaching less than the regular load and shall be compensated in salary and fringe benefits on a pro-rated basis. Proration of benefits are defined in Article XIX Paragraph C.

“Part-time” teachers under contract for a full year will receive a full increment.

## **ARTICLE II - ASSOCIATION AND TEACHERS' RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any right conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be constructed to deny or restrict to any teacher rights he may have under the Revised School Code or other applicable laws and regulations.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meeting.
- D. Duly authorized representatives of the Association and the respective affiliates shall be permitted to transact official Association business on school property at all reasonable times except during class periods.
- E. The Association shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association agrees to reimburse the Board for expendable materials. This does not apply to reproduction of the Master Contract.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mail boxes for communications to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests such financial information as found in the annual audit, tentative budgetary requirements and allocations, names and addresses of all teachers and such other information as the Board may be required by law or regulations to maintain.
- H. The Administration shall make every effort to keep the Association informed on any new or modified fiscal, budgetary or tax programs, construction programs, or

major revisions of educational policy which are proposed or under consideration. The Association shall be given opportunity to appraise and submit suggestions with respect to said matters prior to their adoption and/or general publication.

- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except for such political activities or affiliates as may be prohibited by law.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status, religion, age, or national origin.
- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.

### **ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD**

- A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, to manage and direct the Ubyly Community Schools.
- B. The exercise of the legislative powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connections therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.
- C. The exercise of the executive management and administrative control of the school system shall remain in the hands of the Board.
- D. The Board retains the sole right to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- E. The Board retains the sole right to establish grades and courses of instruction, including special programs, and to provide for athletics, recreational and social events for students, all as deemed necessary or advisable by the Board.
- F. The Board retains the sole right to decide upon the means and methods of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect, thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

- G. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the provisions of Public Act 379 of 1965, and limited only by provisions of this Agreement, and then only to the extent such special provisions hereof are in conformance with the Constitution and the laws of the United States.
- H. The Association agrees to furnish to the Board information relative to membership, committees, committee actions and minutes of meetings, when requested by the Board, relating to a matter where the vote or determination of the Association is in question.
- I. The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Association nor to discriminate against any of its members who in the opinion of the board are equally qualified. Further, the right to contract or subcontract shall not be used to cause a reduction in the present work force.

#### **ARTICLE IV - MEMBERSHIP FEES AND PAYROLL DEDUCTIONS**

- A. Full time certificated teachers may:
  - 1. Sign and deliver to the Board an assignment authorizing deductions of membership dues for those full time certificated teachers who wish to join the Association.
  - 2. Such authorizations to deduct dues shall continue in effect from year to year unless such is revoked in writing between June 1 and September 30 of any year.
  - 3. Pursuant to such authorization, the Board shall deduct an equal amount of such dues from the second regular salary check of the teacher each month beginning in October and ending in June of each year. Deductions for teachers who are employed after the commencement of the school year shall be appropriately pro-rated and final payment made by the termination of the school year.
  - 4. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees to promptly remit to the Association treasurer such sums, accompanied by a list of teachers for whom such deductions have been made.
  - 5. The Association agrees to promptly advise the Board of all members of the Association. It is hereby agreed that it is the sole responsibility of the Association to secure such dues deduction permission and present a certified list of all members prior to the first payroll deduction.

6. The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which is by error in excess of the proper deductions.
  7. The parties recognize that a public employer is prohibited by #57 of the Michigan Campaign Finance act from using public resources to make deductions from employee's wages to facilitate contributions to Michigan Education Association political action committees.
- B. Upon appropriately written authorization from the teacher, the Board will deduct from the salary of the teacher and make appropriate remittance for annuities, credit union and savings bonds. The choice of the companies shall be mutually determined by the Board and the Association.
- C. The Association agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's deducting authorized monies from a teacher's pay.

#### **ARTICLE V - TEACHING HOURS AND CLASS LOAD**

- A.
1. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular day in the morning. Teachers shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at the time, including consultations with parents when scheduled directly with the teacher. On Fridays or on days preceding holidays or vacation, the teachers' day shall end five (5) minutes after the close of the pupils' day.
  2. Teachers shall have at least a thirty (30) minute duty free lunch period during each full work day.
  3. Class periods in grades 7-12 will be no longer than fifty-five (55) minutes if a seven (7) class period day is followed. Class periods will be no longer than fifty-eight (58) minutes if a six (6) class period day is followed
  4. The school day will end for the teachers at 3:05 p.m.
- B. The normal weekly teaching load in the junior and senior high will depend on whether it is a seven (7) or six (6) class period day.
1. If a seven (7) class period day is followed, there will be thirty (30) teaching periods and five (5) unassigned preparation periods. This will not exceed six (6) class periods of pupil contact each day. Assignments to a supervised study period shall be considered a teaching period for the purposes of this Article.

2. If a six (6) class period day is followed, there will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. This will not exceed five (5) class periods of pupil contact each day. Assignments to a supervised study period shall be considered a teaching period for the purposes of this Article.
  3. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods which will not exceed six (6) hours of pupil contact per day.
- C. The hours for the elementary school will be as scheduled:
1. Five hours and thirty-five minutes of instruction.
  2. Elementary teachers will have a thirty (30) minute duty free lunch period at noon.
  3. The regular teacher may leave his/her room while the teacher of special classes (i.e., music, art, physical education, library) is in charge of his/her class.
  4. Elementary teachers shall have 250 minutes prep-time per week.
- D. No departure from these norms shall be made without prior consultation from the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- E. A teacher shall be released without loss of pay if he is required by the Board to be present or is subpoenaed for any proceedings affecting the employment or working conditions of the teachers.
- F. The parties recognize the optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. K-6 class enrollment will be limited to 27 students. For each day an elementary teacher has over 27 students in membership, he/she will be reimbursed \$7.80 per student/per day. Classes will be held at 28 students per class period in grades 7-12. Teachers with class loads over 28 students per hours will receive \$1.30 per student, per class period. Physical education classes will be held to 39 students per class period. This limit does not apply to instrumental and vocal music classes. This does not apply to directed studies or classes with team teaching. The Board agrees to furnish one(1) additional teacher if the team teaching class is over 100 students.

Special education teachers with a caseload over 18 will be compensated at \$7.80 per student, per day. Teachers working in a departmentalized teaching



environment will serve not more than an average of 10 students per class period per instructional day.

- G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- H. Split grades or class periods shall be limited to 25 students. If 25 students is exceeded, the teacher will be reimbursed accordingly. Refer to Section F above.

#### **ARTICLE VI - TEACHING CONDITIONS**

- A. The Board shall make available adequate lunchroom, restrooms and lavatory facilities exclusively for teacher use and at least two (2) rooms, (One room shall be room 128, the other room will be the new teachers' lounge) both which will remain smoke free, furnished, which shall be reserved for use as teacher lounges.
- B. The Board will continue to endeavor to provide off street parking facilities adjacent to the school for teacher use.

#### **ARTICLE VII - PROFESSIONAL QUALIFICATION AND ASSIGNMENTS**

- A. The Board and Administration shall adhere to State Certification and Federal laws in hiring teachers (subs not in unit).
- B. Teachers shall not be assigned outside the scope of their teaching certificates.
- C. Full time teachers shall be given tentative notice of their schedules for the forthcoming year no later than the preceding May 25. In such event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be notified in such instance.
- D. When a teaching vacancy, (teacher resigning from the school district which necessitates the hiring of a new teacher), or a new position is created, the following procedure will be used:
  - 1. Tenure teachers who are certified and highly qualified in the subject area of the opening may apply.
  - 2. When certification and seniority are equal, the Board will consider graduate work, evaluation, progress reports, attitude, ability, work record, preparation, lesson plans and work habits.

3. An employee who accepts a new position shall be subject to a probationary period of one year. In the event the employee fails to satisfactorily complete the probationary period, he shall be permitted to return to his former job without loss of seniority.
  4. The Superintendent will post notice of the vacancy for a period of ten (10) work days.
  5. The Superintendent will notify the U.E.A. President of any vacancy to be posted.
  6. There shall be no more than one (1) successful bid permitted in any two (2) year period.
  7. During the summer, notification of vacancies will be mailed to the U.E.A. President.
  8. Formal application may be made to the building Principal for any job vacancy.
- E. Extra Curricular Assignments:
1. Teachers employed in adult education, driver education, summer school or other assignments covered in Appendix B and C of this Contract shall receive separate extra-curricular non-tenure contracts with a duration of one (1) year.
  2. Preference in making extra curricular assignments will be given in the following order:
    - a. Tenure teachers in the Ugly Community School District.
    - b. Non-tenure teachers in the Ugly Community School District.
    - c. Teachers outside the Ugly Community School District who in the opinion of the Administration have the best qualifications.
- F. Promotion is the movement of a teacher to a supervisory or administrative position. The Board will consider all qualified applicants from within or outside of the District. The Boards' failure to promote any teacher shall not be subject to the grievance procedure.
- G. Administrative positions are filled at the discretion of the Board.
- H. It is the understanding of the parties that the Board of Education shall make the final approval for any teaching position.
- I. Teachers shall not be required to leave their assigned classroom position to substitute for another teacher. If a teacher, for example Title I, is required to substitute for a classroom teacher, they will be compensated at the rate of a substitute's pay as well as their regular pay.
- J. Qualifications and Duties of the Mentor Teacher

The following are the duties and/or qualifications of a Mentor Teachers.

1. Must be a tenured teacher and a member of the Ugly Education Association.
  2. Shall be in the subject field, or a related field or have had experience within the subject area if all possible.
  3. Shall make a new teacher familiar with the traditions and policies of the school system.
  4. Shall help in the personal adjustment of the new teacher in the school, community life, and offer constructive suggestions to establish friendly relationships.
  5. Shall help the new teacher adjust in his/her relationship with the adult personnel in the school system.
  6. Shall take part in evaluation meetings if requested by the new teacher.
  7. Shall stand in the position of a friendly advisor and conduct at least two (2) informal observations. The contents of these observations shall remain confidential between the mentor and new teacher.
  8. Assignment as a mentor will be voluntary.
  9. Shall provide a log listing meeting dates and assistance given related to the duties listed above for the new teacher.
  10. The activity of this process will not be a basis for the yearly evaluation of either the mentor or the new teacher.
  11. Compensation prescribed in Schedule C.
- K. The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind Act of 2001, 20 USC 6301 et seq., and the regulations promulgated thereunder including adequate yearly progress and highly qualified teachers and paraprofessionals. and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or construed, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definitions, standards, and requirements of the No Child Left Behind Act.

### **ARTICLE VIII - ILLNESS OR DISABILITY**

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave, to be used for absences caused by illness or disability. The unused portion of such allowances shall be accumulated from year to year with no limit. Should a teacher exhaust his entire sick leave and resign before the end of the school year, he shall reimburse the school for unearned sick leave, at the rate of one (1) day for each month of his unfulfilled contract and his last check shall be reduced by one (1) day's pay for each month of the school year remaining.
1. Elective surgery or treatment not related to the preservation of health or which may be postponed to non-school year time are not covered by sick days.
  2. Teachers absent from work due to illness shall inform the Board of such absence by telephoning the Superintendent's office no later than 7:00

- a.m. on the day of absence. Early bird teachers shall call the High School Principal one (1) hour before class starts. Upon a teacher's return, a sick leave form must be filled out in the Superintendent's office.
3. A teacher who is unable to teach because of personal illness or injury due to accident and who has exhausted all sick leave accumulated, shall be granted an unpaid leave of absence for the duration of such illness or injury up to the beginning of the next school year. If the teacher is unable to return to work because of illness or injury at this time, he shall be granted an extension of his unpaid leave until the beginning of the next school year.
  4. Teachers on an unpaid leave of absence due to illness or disability shall not be eligible for fringe benefits. However, subject to COBRA, teachers who wish to keep their health or dental insurance may by making payments to the business office ten (10) days prior to the due date of the District's payments. Termination of employment shall cause the termination of the insurance participation.
  5. Any teacher who terminates his/her employment with the Ugly School District shall be paid forty-five (\$45.00) dollars for each accumulated sick leave day over and above ninety (90) days
  6. At the beginning of each school year, each part time teacher shall be credited with twelve (12) days of sick leave to be used as per paragraph A of this Article. The unused portion of such allowance will be multiplied by the fraction of a day that the part time teacher works, and that product, rounded to the nearest 1/2 day, will be accumulated without limit. The same formula will be applied should a part time teacher need to withdraw days from his personal accumulation.
- B. With the Superintendent's approval, the teacher may use three (3) days of sick leave for the critical illness of the teacher's immediate family.
  - C. A teacher may use five (5) days of sick leave per death for members of the immediate family. Immediate family is defined as spouse, children, parents, grandchildren, grandparents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, stepbrother, stepsister, step grandchildren, and grandparents of a teacher's spouse.
  - D. Upon return from sick leave, a teacher may be asked to sign a form indicating from which category below the sick days were used:
    1. Illness/Disability
    2. Bereavement
    3. Family Business
  - E. Failure of the teacher to complete the form mentioned in Section D above shall result in loss of compensation for time missed.
  - F. Any teacher who misses three (3) consecutive days because of illness may be requested to provide medical evidence as to the nature of the illness. The Board

- will provide the necessary forms to comply with this section. Further, the Board agrees to assume any costs that occur in complying with this Section. Sick leave will not be allowed where medical certification is requested and not received.
- G. A day off for the funeral of a staff member may be granted as determined in discussion between the Superintendent and the Association President. These days off will be added to the end of the school year or as determined by the Superintendent and the Association President.
  - H. A first or second year teacher absent from work because of mumps, scarlet fever, measles, chicken pox or head lice shall be allowed to borrow from the next year up to five (5) additional days.
  - I. If the situation arises that a staff member exhausts their sick days before they are eligible for long term disability each member of the teaching staff will have the option to donate sick days until long term disability is available for that member.

#### **ARTICLE IX - PROFESSIONAL AND PERSONAL BUSINESS**

- A. Non-tenure teachers may use two (2) sick days for personal business. Tenure teachers may use three (3) sick days for personal business. Personal business is defined as an activity that necessitates a teacher's absence from school and said day is of such a nature that it cannot be attended to at a time schools are in session. A teacher planning to use a personal business leave day shall submit a personal business leave form to the Superintendent, through the Principal, a minimum of three (3) days in advance of the date of the leave. In cases of emergency, a teacher may receive verbal approval to take a business day. However, the teacher is required to fill out and sign the personal business day form when he returns to work. Unpaid personal business days shall be granted within the sole discretion of the Board. These days may not be used before or after a holiday.
- B. Two (2) days release time with pay may be allowed for professional days for conferences, workshops, seminars conducted by colleges, universities, and professional organizations and for visitations to view other instructional techniques or programs, if approved by the Principal and Superintendent.
- C. Association Days – Ten (10) days release time with pay shall be allowed for conferences, workshops, or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof. The local Association shall reimburse the school district the amount of substitute pay.
- D. A Sabbatical leave without pay may be granted to a teacher who has worked seven (7) continuous years for the Ugly Board of Education subject to the requirements of Section 1235 of the Revised School Code.
- E. For teachers wishing unpaid personal leave days in addition to regularly scheduled vacations the following guidelines will prevail.
  - 1. Teachers' length of service to the District will be considered.

2. The teachers' attendance records will be considered.
  3. The unpaid leave day may not be used to extend vacations.
  4. Unpaid leave days may not be contiguous to paid personal business days.
- F. Teachers must fill out a Professional/Personal leave form for all professional development workshops, conferences, course work, mentoring workshops, state or regional workshops, or UEA workshops.

**PROFESSIONAL DEVELOPMENT/PERSONAL LEAVE FORM**

Directions:

1. Advanced notification is required. Authorization must be granted prior to the leave (except in cases of emergency).
2. **Submit original and three (3) copies** and present to your Principal. After being authorized by the Superintendent and Principal, one copy will be returned to the applicant, one copy retained by the Principal, and one copy retained by the Superintendent.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

School/Department \_\_\_\_\_ Grade Level \_\_\_\_\_

Type of Leave Requested (Check One):

- Sick Leave (Complete Sec. II)    
  Personal Business (Complete Sec. II)    
  Court Business (Complete Sec. II)    
  UEA Business (Complete Sec. II)    
  Conference (Complete Sec. III)

Purpose of Leave (Reason must be stated-No reason needed for Personal Business Leave) \_\_\_\_\_

**Section II:** Complete this section for Sick, Personal Business, Court Business, or UEA Business Leaves.

Date(s) of Requested Leave \_\_\_\_\_ Leave Days used to-date \_\_\_\_\_

Any Pertinent Data \_\_\_\_\_

**Section III:** Complete this section only if a Conference is being requested.

ISD Workshop    
  tuO of-County Workshop    
  School Vehicle Needed

Check One: Sub Requested \_\_\_\_\_ Hours Needed \_\_\_\_\_ Reimbursement of sub by: \_\_\_\_\_  
 (If reimbursement is requested, please complete the Estimated Expenses section below)

**Estimated Expenses:** Conf/Registration \$ \_\_\_\_\_ Membership Fees \$ \_\_\_\_\_  
 Car \$ \_\_\_\_\_ Lodging \$ \_\_\_\_\_ Meals \$ \_\_\_\_\_

\*\*Note: All costs will be prepaid by the staff member and then an expense report filled out and returned to the Business Office before reimbursement.

Location of Conference \_\_\_\_\_

Name of Conference/In-service/Project \_\_\_\_\_

Date(s) Duration of Conference \_\_\_\_\_

**Type of Professional Development (Check One)**

<input type="checkbox"/> ISD Workshop	<input type="checkbox"/> UEA Workshop	<input type="checkbox"/> Course Work	<input type="checkbox"/> State or Regional Workshops	<input type="checkbox"/> Mentoring
Participation in Professional Development related to curriculum area	Professional growth experience provided by local district	Course work taken for credit at an institution of higher learning	Participation in state or regional association workshop	Professional development directed to the novice teacher or mentor teacher
Hrs. _____	Hrs. _____	Hrs. _____	Hrs. _____	Hrs. _____

Signature of Staff Member \_\_\_\_\_ Date Submitted \_\_\_\_\_

Signature of Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

yaP htiw devorppا     yaP tuohtiw devorppا     \_\_\_\_\_ deined tseuqerا

**ARTICLE X - CHILD CARE LEAVE**

- A. Child Care leave without pay is available to teachers. The length of the leave shall not exceed one (1) year. If the teacher requests a renewal, the renewal will be granted at the discretion of the Board.
- B. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least three (3) months prior to the expected date of leave so that necessary arrangements can be made to procure the teacher's replacement.
- C. Within thirty (30) days thereafter, the teacher shall submit a written request for child care leave to the Board of Education. The request shall specify the beginning date of the leave. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, or semester of the school year. The normal return from a leave of absence shall be the commencement of the next school year. Should a teaching position, for which the teacher is qualified and certified, become vacant, prior to the termination date, the teacher will be offered the opportunity to return in the new capacity at this earlier date.

**ARTICLE XI - PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety and well being.
- B. Alleged breaches of discipline of the Education Profession shall be promptly brought to the attention of the offending teacher and reported to the Association.
- C. Any disciplinary action between an administrator and teacher shall be done in a private setting. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- D. If teachers appear for employment or at any school functions while under the influence of alcoholic beverages or drugs, they shall be subject to disciplinary action up to and including termination of employment.
- E. Teachers should not use profane or vulgar language during employment or in attendance at school functions.
- F. Teachers should dress appropriately and in a professional manner during employment or in attendance at school functions.



**ARTICLE XII - PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community education projects.
- B. The Board agrees to consider providing, upon written application, the necessary funds to attend professional conferences which are designed to enhance the teacher's professional effectiveness. The teacher shall submit an estimated cost figure for all costs relating to the conference which will be reviewed and either approved or not approved by the principal or superintendent. Whenever possible, a school vehicle must be used. All receipts for conference related expenses must be submitted to the business office upon the employees return. Teachers, will, upon request, submit a written report regarding the conference topics and other relevant information received at the conference. If it is necessary to use a personal vehicle mileage will be reimbursed according to the most recent IRS authorized rate. Approval for use of a personal vehicle must be received in advance of the trip. Should daily expenses exceed the estimated amounts the teacher will be reimbursed all reasonable and necessary expenses provided receipts are submitted.
- C. In cases when in-service training seems necessary to the Principal and Superintendent during a regular school day students may be dismissed early. Any In-Service day will not be beyond 4:15 p.m. There will be no more than five (5) such in-service training sessions in the course of a school year. The Association will be included in the planning of in-service days.
- D. In cases where in-service training sessions involve one-half (1/2) day or more, days will then be set aside for such purpose by the Board in the school calendar.

**ARTICLE XIII - SENIORITY, LAYOFF AND RECALL**

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Administration shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from bargaining unit member's most recent date of hire. All bargaining unit members shall be ranked on the list in order of their most recent date of hire as described above. In the event of more than one (1) person having the same date of hire, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and the bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- B. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15, of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

- C. Definitions.
1. For the purpose of this Article “seniority” shall be defined as years and/or fractions thereof of continuous service to the Ugly Community School District. Continuous service shall not be considered interrupted except by resignation or termination of an employee.
  2. For the purpose of this Article, the term “certified” and “highly qualified” shall be defined as follows:
    - a. Certified shall be taken to mean possession of a valid teaching certificate in a given teaching area.
    - b. Highly qualified shall be taken to mean meets highly qualified criteria for federal requirements.
- D. In the event that it becomes necessary to reduce the number of teachers due to program elimination or reduction caused by financial reasons or unforeseen changes in student population, (i.e., loss of student enrollment), or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall follow the procedure listed below:
1. The Board shall develop with consultation from the Association, the education program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education and the number and title of each position required for programs not based at a school (traveling staff).
  2. Teachers not holding a valid Michigan certificate will be laid off first, provided there are permanent and certified teachers to replace and perform all of the needed duties of the laid off teachers.
  3. If reduction is still necessary, then probationary teachers with the least seniority will be laid off first, provided that there are certified and highly qualified teachers to replace and perform all the duties of the laid off teachers
  4. If further reduction is still necessary, then tenure teachers with the least seniority will be laid off first, provided there are certified and highly qualified teachers remaining to replace and perform all the needed duties of the laid off teachers.
  5. In case of equal seniority and equal certification, the Board will take into consideration the qualifications of the involved teachers.
- E. Recall in the event of layoff: The Board will institute a recall procedure which will be in the inverse order of the above layoff procedure.

- F. Seniority right shall be lost by the teacher if the teacher does not return within ten (10) working days after he has been notified that he is being recalled from layoff. However, during the summer recess, the teacher shall have thirty (30) days to notify the Board of his intentions to return or decline. Notification of recall shall be by registered mail to the most current address provided by the teacher, in writing, to the Superintendent.

Teachers shall maintain a seniority right to recall for a period of five (5) years from the date of layoff. Any teacher who has been laid off for more than five (5) years shall be dropped from the seniority list at that time.

- G. The Board shall give no less than forty-five (45) days notice to the teacher being laid off and that notice will be given to the teacher as soon as needs are determined.
- H. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed under this Master Agreement. All such benefits for teachers completing a full contract year of employment shall continue until August 31 of that contract year.
- I. All laid off bargaining unit members may continue their health and dental insurance benefits by paying the monthly normal per subscriber group rate premium for such benefits to the Board one month in advance, subject to carrier requirements and restrictions.

#### **ARTICLE XIV - TEACHER EVALUATION**

- A. The performance of all teachers shall be evaluated in writing.
- B. Probationary teachers shall be observed at least two (2) times but not more than three (3), unless mutually agreed upon between the Association and the District during the school year. Tenure teachers shall be evaluated once every three years. A formal evaluation will be completed at the conclusion of the final observation.
- C. No later than April 1 of each probationary year a written annual year-end evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have the opportunity to submit additional information to the Superintendent.
- D. Observations shall be conducted by the teacher's Principal or other full time administrator assigned by the Superintendent.
- E. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of performance shall be conducted with full knowledge of the teacher.

- F. Two (2) copies of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter. One (1) is to be signed and returned to the Administration and the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file and may request another evaluation by a different administrator. All evaluations shall be based upon valid criteria for evaluating professional growth.

#### **ARTICLE XV - CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic course of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage, instigate, participate in, encourage or support, or assist in any strike, as defined in Section I of the Public Employment Relations Act.
- B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

#### **ARTICLE XVI - SCHOOL CALENDAR**

- A. The school calendar is attached as Appendix D.
- B. New teachers may be required to attend one (1) additional orientation day.
- C. Inclement Weather Days:  
  
In the event the District will lose General State Aid for days not made up then those days missed that would penalize the District in General State Aid shall be added to the end of the current school calendar.
- D. At the Board's discretion, the school day may begin and end 1/2 hour earlier during the last quarter of the school year.
- E. Staff members who are required to work extra days or weeks other than those covered by the calendar contained in this Contract shall be paid on a per diem basis. A teacher's per diem rate is determined by the teacher's contracted salary divided by the contracted number of days.

**ARTICLE XVII - UNPAID LEAVES OF ABSENCE**

- A. A military leave of absence, not to exceed four (4) years, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, such teacher shall be placed at the same level in the salary schedule as he would have been had he taught in the District during such period.
- B. Each tenure teacher shall have the opportunity to request a leave of absence for a period of one (1) school year. A leave of absence shall be defined as one (1) year's absence without pay. A leave of absence must be requested prior to June 1 of the school year. A teacher on a leave of absence may have his insurance protection continued by paying the amount due to the school. All requests, extensions, or related leaves of absences shall be at the discretion of the Board.

**ARTICLE XVIII - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The concept of discipline, at least good discipline, is not mainly that of punishment but is a condition learned and accepted by the individual, based upon reason and instruction.
- B. Young people need and accept discipline. They are happier and more efficient learners if they know and understand the limits within which they are to work. These limits obviously must be as consistent as humanly possible. Being consistent is far more important than being "tough" or "easy."
- C. The education of children within the framework of self-imposed discipline is a more difficult task than the process of force. The end result, however, is far more constructive and meaningful.
- D. Good teaching cannot be carried on without good discipline. The development of a positive, constructive, pleasant relationship with students in which there is understanding and respect for each other is absolutely essential to good teaching. This requires great skill.
- E. Suspension of students from school may be imposed by the Board of Education or its designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measure, short of suspension, may be first exhausted.
- F. Any case of assault by a student upon a teacher shall be promptly reported to the Principal or Superintendent. The Board will provide legal counsel to advise the teacher of his rights and obligations with assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- G. If any teacher is complained against or sued as a result of any action taken by the teacher while the teacher was engaged in the exercise of a school activity or function and acting within the scope of the teacher's authority, the board shall indemnify the teacher.

- H. Time lost by a teacher in connection with any incident mentioned in Subsection G shall not be charged against the teacher.
- I. The teacher shall have the responsibility for the conduct and discipline of children when working with an aide either in school or on the playground. If an aide is given the responsibility for a classroom or playground, the aide shall have the responsibility for the conduct and discipline of the children. The aide in such a situation shall have the same rights and responsibilities relative to disciplining of children as a classroom teacher except as limited by the law.

**ARTICLE XIX - INSURANCE PROTECTION**

A. MESSA PAK

Plan A		Plan B	
Health	Choices II (\$5/10 co-pay 2007-10) \$10/20 co-pay on prescriptions beginning Sept. 2010-2011, 2011-2012 & 2012-13		
Negotiated Life	\$50,000 with AD&D	Negotiated Life	\$50,000
Vision	VSP-2 Silver	Vision	VSP-2 Silver
Dental	100:90/90/90: Max \$1,800; \$2,500 Ortho Plan year July 1 to June 30	Dental	100:90/90/90: Max 1,800 \$2,500 Ortho Plan year July 1 to June 30
LTD	70% \$4,000 maximum 90 Calendar Days - modified fill Pre-existing condition waiver Freeze on offsets Maternity Coverage Alcohol/Drug - same as any illness Mental/Nervous - two year limit	LTD	70% \$4,000 maximum 90 Calendar Days - modified fill Pre-existing condition waiver Freeze on offsets Maternity Coverage Alcohol/Drug - same as any illness Mental/Nervous - two year limit

- B. Teachers electing Plan B shall also receive the amount of Choices II premium of the single subscriber rate for application to MESSA/MEA Financial Services fixed and variable option programs excluding any taxable programs such as automobile insurance, homeowners insurance, etc.
- C. Teachers not completing a full year of teaching shall have their insurance benefits pro-rated. A teacher teaching 92 1/2 days shall receive six (6) months of insurance, etc.
- D. A teacher on an unpaid approved leave of absence may have this insurance protection continued by paying the amount due to the school one month in advance.
- E. Teachers electing Plan A may also avail themselves to the MESSA/MEA Financial Services option programs by payroll deductions at their own expense.

- F. Any unit member that does not have a full time teaching position will have benefits as follows:
1. Any part time teacher will not be a part of the PAC insurance program.
  2. The dollar amount to be applied toward benefits will be a pro-ration of current PAC A rate determined by the length of the teaching day. (i.e. a 3/7th time teacher will receive 43% of the current PAC A rate of the District).
  3. The dollar amount may be applied to any MESSA program at a group rate.
  4. Any amount left over shall be disbursed as cash in lieu of premium.
- G. The District shall provide without cost to the employees Option All from MESSA in order to provide the benefits specified in paragraphs B. and H. above.

## **ARTICLE XX - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A, B, and C which are attached to and incorporated in this Agreement.
- B. All employees covered by this Contract may at their option receive their pay from Appendix A under one of the three following plans:
1. Twenty-one (21) equal payments beginning the first pay day of the school year.
  2. Twenty-six (26) equal payments beginning the first pay day of the school year and ending after 26 pay periods.
  3. Twenty-six (26) equal payments beginning the first pay period and ending with a lump sum payment of the balance of the total salary on the first scheduled pay period after the last teacher work day.  
All employees covered by this Agreement must indicate any changes in their status above, two (2) weeks prior to the first teacher work day of any school year.
- C. A teacher shall receive up to ten (10) years of service credit for approved public education at the discretion of the Superintendent and the UEA.
- D. Teachers contracted for one half (1/2) year or equivalent to one (1) semester shall be credited with one half (1/2) year experience.
- E. Teachers who substitute during their conference periods or prep time shall be paid at the rate determined in Appendix C for "Teacher Substitute." This would include any part time teachers substituting during their non-scheduled/assigned time.

- F. Elementary teachers who must take their classes when a regularly scheduled special teacher is not available will be compensated at a rate determined in Appendix C for "Teacher Substitute." This will only apply to those special classes that are being offered on a regular basis during the normal school year.
- G. Michigan State Board approved Continuing Education Units (CEU's) will be equated to a ratio of three (3) CEU's to one (1) semester hour of college credit for purposes of establishing the correct placement on the Appendix A Salary Schedule.

## **ARTICLE XXI - GRIEVANCE PROCEDURE**

### Section I

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by a teacher, group of teachers or the Association for the teachers in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each level or step must be adhered to as set forth herein or the grievance is forfeited.

### Section II

The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated and how they were violated by appropriate reference to the Contract, shall indicate the relief requested and shall be signed by the employee involved, and/or the Association representative.

### Section III

It shall be the firm policy of the Board to assure to every teacher the opportunity to have unobstructed use of this grievance procedure without fear of reprisal or without prejudice, in any manner, to his professional status. Every teacher shall have the right to make his own determination as to whether he wishes to file a grievance and shall also have the right to judge the adequacy of the adjustment of his grievance at any level, provided said judgment does not in any way violate any part of the master agreement.

### Section IV

The remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure. If a teacher elects to process a grievance and is not satisfied with its disposition, said teacher may at his option take his grievance to the courts.

However, nothing contained herein will deprive any teacher of any legal right which he presently has. It is understood that if a teacher elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this article.



### Level One - The Principal

A teacher with a grievance shall discuss it with his Principal. This may be done by the teacher alone, or if he so desires, with an Association representative present. The teacher will bring the matter to the attention of the Principal not later than fifteen (15) days after the occurrence or when the grievant becomes aware of such occurrence. This may be done orally or in writing. Within fifteen (15) working days after the occurrence or when the grievant is aware of the occurrence, the teacher will present a written grievance (four (4) copies to his Principal during a non-teaching hour). However, the grievance shall only be discussed during non-working hours. Within four (4) working days after the presentation of the grievance, the Principal shall record his disposition in detail on all four (4) copies of the grievance form, returning three (3) copies to the teacher. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within ten (10) days from the date the matter was brought to the attention of the Principal, he may appeal directly to the Superintendent.

### Level Two - The Superintendent

Within ten (10) days of receipt of the grievance, the Superintendent shall afford the aggrieved person a hearing on his grievance at which the aggrieved person may have an Association representative present if he so desires and the Association agrees. A decision will be rendered by the Superintendent within ten (10) days of the hearing.

### Level Three - The Board of Education

In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within twenty (20) days from the receipt of the grievance by the Superintendent, he may appeal to the Board of Education's Review Committee, which is composed of Board members only.

Such appeals shall be delivered to the Superintendent within ten (10) days from the date the decision was received from the Superintendent at Level Two, or if no decision was rendered, within thirty (30) days from the date the grievance was presented to the Superintendent at Level Two.

Within ten (10) days of the receipt of written appeal, the committee will afford the aggrieved person a personal hearing on the matter. A decision will be rendered by the Review Committee within ten (10) days of the date of the hearing.

### Level Four

- A. If the Association is not satisfied with the disposition by the Board, or if no disposition has been made within the time limits, the grievance may be submitted to arbitration before an impartial arbitrator. The Association will make a determination on whether to arbitrate the grievance at the next regularly scheduled meeting of its Grievance Committee after receiving the Board's disposition of the grievance and notify the Board of its decision as soon as

practicable. Within ten (10) school days of the date the Association notifies the Board of its intent to pursue arbitration, the parties will meet to select an arbitrator. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association, in accordance with its rules, which will likewise govern the hearing.

The Board and Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Past practice may be used as evidence, but may not be the sole basis of our justification for the Arbitrator's decision. Both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitration shall be shared equally by the Board and the Association.

- B. Should a teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Likewise, the same provisions shall apply to a teacher leaving the employ of the Board unless monetary matters are involved.
- C. Teacher discharge and teacher evaluation shall be neither grievable nor arbitrable.
- D. The parties may, upon mutual agreement, designate a permanent umpire to adjudicate disputes which may arise from time to time under this agreement.
- E. In the event that the grievance procedure should extend beyond the last day of school, "calendar days" shall be substituted for "school days" wherever stated.

#### Rights of Representation

- A. The failure of an aggrieved person to proceed to the next step within the time limit provided shall be deemed to be an acceptance of the decision rendered at the last step and shall constitute a waiver of any future appeal concerning the particular grievance.
- B. A grievance may be withdrawn by the aggrieved person at any level without prejudice and a record will be maintained of the proceedings that transpired to the time of the withdrawal.
- C. All documents, communications and records concerning grievances shall be filed separately from the personnel files of the individuals concerned.
- D. Forms for filing and processing grievances shall be designed by the Administration and the Association. They shall be printed by the Administration and so distributed as to facilitate the operation of the grievance procedures.
- E. Nothing contained herein shall construe to prevent an individual teacher from presenting a grievance and having it adjusted without intervention of the

Association, if the adjustment is not inconsistent with the terms of the Agreement and if the Association is given opportunity to be present at such adjustment.

Definition of Day: A day as used in the grievance procedure will mean a day school is in session.

## **ARTICLE XXII - NEGOTIATION PROCEDURES**

- A. Representatives of the Board and the Association's bargaining committee will meet in October and February for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
1. Each party will submit to the other at least a week before the meeting an agenda covering what they wish to discuss.
  2. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- B. Between March 1 and March 15, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date after ratification by both parties. Their representatives shall attach their signatures to the ratified Agreement within 24 hours of ratification. There shall be three (3) signed copies for purpose of record: one (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.
- C. The procedure outlined in Article XXIII may be waived by mutual consent of the parties.

## **ARTICLE XXIII - JOINT COUNCIL**

The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet at least once a month to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. These meetings normally shall be held after school hours. The Board and the Association shall promptly establish rules or procedures for these meetings aimed at making them an efficient means of communication between the parties on such matters.

In no event shall these meetings be used for discussion of grievances that are currently being processed.

---

**ARTICLE XXIV - FINANCIAL RESPONSIBILITY**

- A. All teachers under contract with the Ugly Community Schools shall be required to join the Ugly Education Association or pay a service charge for negotiations and administering the Contract.
- B. The service charge for the Ugly Education Association during the term of this Agreement shall be determined by the Association, according to applicable law and court decisions, and shall not exceed regular Association dues.
- C. If any teacher fails to pay the service charge, the Association will so notify the District. The District will then conduct a due process hearing limited to whether the teacher has paid the service fee and/or union dues. If it is determined that the teacher has failed to pay the service charge and/or union dues, the Board will deduct a sum not less than the service charge and remit the same to the association pursuant to MCL 408.477.
- D. Teachers paying the service charge shall not be required to pay any additional fees, such as union assessments, fines or other charges.
- E. This article shall not be subject to the grievance procedure.
- F. Service charges shall be subject to all of the terms and conditions set forth in Article IV, Membership Fees and Payroll Deductions.
- G. Each contract year the Board shall provide to the treasurer of the Association, within five (5) working days after the 30 day deadline referred to in paragraph A of this Article, a computer printout of all bargaining unit members stating their individual placement on the salary schedule and identifying those who have chosen to pay the service fee.
- H. If the Association becomes aware of a violation of paragraph C or D of this Article, it will make the violation known to the Board in writing. The Board shall correct said violation within thirty (30) days of notification.

**APPENDIX A – 2007-2013 SALARY SCHEDULE**

**2007-2008  
1.5%**

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec.
0	35469	36446	36989	37528	38542	39653
1	37233	38214	38842	39467	40571	41621
2	38994	39973	40696	41421	42525	43583
3	40758	41743	42573	43405	44478	45531
4	42525	43498	44433	45364	46438	47495
5	47286	48336	49435	50532	51686	52738
6	49270	50736	51722	52707	53855	54910
7	51262	52305	53590	54884	56035	57085
8	53247	54300	55678	57057	58203	59259
9	54997	55867	57551	59237	60383	61435
10	57226	58265	59837	61416	62571	63621

The Ugly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

**2008-2009  
1.5%**

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec
0	36001	36992	37543	38091	39120	40248
1	37792	38787	39425	40059	41179	42245
2	39579	40572	41307	42042	43163	44237
3	41370	42369	43212	44057	45145	46214
4	43163	44150	45099	46045	47135	48207
5	47995	49061	50176	51290	52461	53529
6	50009	51497	52498	53498	54663	55734
7	52030	53090	54394	55707	56876	57941
8	54046	55115	56513	57913	59076	60148
9	55822	56705	58414	60126	61289	62356
10	58084	59139	60735	62337	63509	64576

The Ugly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

**2009-2010  
1.5%**

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec
0	36541	37547	38107	38662	39706	40852
1	38359	39369	40016	40660	41797	42879
2	40173	41181	41926	42673	43811	44900
3	41990	43005	43860	44717	45823	46907
4	43811	44813	45776	46736	47842	48930
5	48715	49797	50929	52059	53248	54332
6	50759	52269	53286	54300	55483	56570
7	52811	53886	55210	56543	57729	58810
8	54856	55942	57361	58782	59962	61050
9	56659	57555	59290	61028	62208	63292
10	58955	60026	61646	63272	64462	65544

The Ugly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary scheduled shall be increased by .54% (.0054) for each additional day added.

**2010-2011  
1.5%**

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec
0	37089	38110	38678	39242	40302	41464
1	38934	39959	40616	41270	42424	43522
2	40775	41799	42555	43313	44468	45574
3	42620	43650	44518	45388	46510	47611
4	44468	45485	46462	47437	48560	49664
5	49446	50544	51693	52840	54047	55147
6	51521	53053	54085	55114	56315	57419
7	53603	54694	56038	57391	58595	59692
8	55679	56781	58221	59663	60862	61966
9	57509	58419	60179	61943	63142	64241
10	59840	60927	62571	64221	65429	66527

The Ugly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

**2011-2012  
.5%**

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec
0	37274	38301	38871	39438	40504	41671
1	39129	40159	40819	41476	42636	43740
2	40979	42008	42768	43530	44690	45802
3	42833	43868	44741	45615	46743	47849
4	44690	45712	46694	47674	48803	49912
5	49693	50796	51951	53104	54317	55423
6	51779	53318	54355	55390	56597	57706
7	53871	54967	56318	57678	58888	59990
8	55957	57065	58512	59961	61166	62276
9	57797	58711	60480	62253	63458	64562
10	60139	61232	62884	64542	65756	66860

The Ugly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

**2012-2013  
.5%**

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec
0	37460	38493	39065	39635	40707	41879
1	39325	40360	41023	41683	42849	43959
2	41184	42218	42982	43748	44913	46031
3	43047	44087	44965	45843	46977	48088
4	44913	45941	46927	47913	49047	50162
5	49941	51050	52211	53370	54589	55700
6	52038	53585	54627	55667	56880	57995
7	54140	55242	56600	57966	59182	60290
8	56237	57350	58805	60261	61472	62587
9	58086	59005	60782	62564	63775	64885
10	60440	61538	63198	64864	66085	67194

The Ugly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

**LONGEVITY**

Step	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
11-14	1900	1900	1900	1900	1900	1900
15-18	2100	2100	2100	2100	2100	2100
19-22	2300	2300	2300	2300	2300	2300
23-26	2500	2500	2500	2500	2500	2500
27-30	3200	3200	3200	3200	3200	3200
31 +	3400	3400	3400	3400	3400	3400

SEMESTER HOURS:

- A. Must be approved graduate hours or undergraduate hours approved in advance.
- B. Salary adjustments for the awarding of a degree or additional credits shall be made at the beginning of each semester, providing that a certificate indicating such degree or credits were successfully completed is received by the Superintendent on or before September 30 for the first semester and February 15 for the second semester.



**APPENDIX B - EXTRA CURRICULAR SALARIES**

POSITION	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Baseball/Softball						
Varsity	2972	3017	3062	3108	3123	3140
JV	2155	2187	2220	2253	2264	2276
Assistant Varsity	1622	1646	1671	1696	1704	1713
Basketball (Boys or Girls Teams)						
Varsity	4264	4328	4393	4459	4481	4504
JV	2477	2514	2552	2590	2603	2616
Freshman	2269	2303	2338	2373	2385	2397
Assistant Varsity	1862	1890	1918	1947	1957	1967
JH 8 <sup>th</sup>	1560	1583	1607	1631	1639	1647
JH 7 <sup>th</sup>	1560	1583	1607	1631	1639	1647
JH B Team	1560	1583	1607	1631	1639	1647
B/G 5 <sup>th</sup> or 6 <sup>th</sup>	552	560	568	577	580	583
B/G 3 <sup>rd</sup> & 4 <sup>th</sup>	552	560	568	577	580	583
Sat. Program (3-4-5-6)	552	560	568	577	580	583
Cheerleading						
Varsity	2269	2303	2338	2373	2385	2397
Assistant Varsity	1105	1122	1139	1156	1162	1168
JH 7 <sup>th</sup> & 8 <sup>th</sup>	975	990	1004	1019	1024	1029
Cross Country (Boys & Girls)						
Varsity	2384	2420	2456	2493	2505	2518
Assistant Varsity	1071	1087	1103	1120	1126	1131
JH	831	843	856	869	873	878
Equestrian						
Coach	143 + 58 meets	145 + 58 meets	147 + 58 meets	149 + 58 meets	150 + 58 meets	151 + 58 meets
Football						
Varsity	4264	4328	4393	4459	4481	4504
Assistant Varsity	2583	2622	2661	2701	2715	2728
JV	2477	2514	2552	2590	2603	2616
Assistant JV	2412	2448	2485	2522	2535	2547
JH 7 <sup>th</sup> & 8 <sup>th</sup>	1560	1583	1607	1631	1639	1647
JH #2 (for a team of 25 or more players)	1560	1583	1607	1631	1639	1647
Golf						
Varsity	2202	2235	2269	2303	2315	2326
JV	1292	1311	1331	1351	1358	1365
Assistant Varsity	1175	1193	1211	1229	1235	1241
Track (Boys or Girls Teams)						
Varsity	2972	3017	3062	3108	3124	3140
Assistant Varsity	1622	1646	1671	1696	1704	1713
JH 7 <sup>th</sup> & 8 <sup>th</sup> Boys	1175	1193	1211	1229	1235	1241
JH 7 <sup>th</sup> & 8 <sup>th</sup> Girls	1175	1193	1211	1229	1235	1241
Volleyball						
Varsity	3235	3284	3333	3383	3400	3417
JV	2202	2235	2269	2303	2315	2326
Freshman	1994	2024	2054	2085	2095	2106
Assistant Varsity	1651	1676	1701	1727	1736	1744
JH 8 <sup>th</sup>	1278	1297	1316	1336	1343	1349
JH 7 <sup>th</sup>	1278	1297	1316	1336	1343	1349
JH B Team	1278	1297	1316	1336	1343	1349

Weight Room Coordinator	1473	1495	1517	1540	1548	1555
----------------------------	------	------	------	------	------	------

- A. The Board reserves the right to cancel any or all Appendix B or C activities if, in their opinion there is no one on the staff adequately trained to meet the requirements of the position, or if financial or facility limitations require this action.
- B. In the case of an opening for one of the positions in appendix B or C, a notice will be placed in the teacher's bulletins and posted on the bulletin board for ten (10) days prior to filling the position.
- C. The Board may hire a qualified person outside the bargaining unit, however, the Board will not pay anyone outside the Bargaining Unit more than the amount in Appendix B or C without the written consent of the Association.
- D. The Board is to pay teacher retirement on Appendix B.
- E. Any coach doubling up coaching duties in any program will be paid 1/2 (50%) of the secondary coaching duty. (Example: J.V. Basketball and Freshman Basketball; Boys' Track and Jr. High Track; etc.)
- F. Any coach with 3 years or more of experience in a particular sport will receive a 1.25% increase per year of experience.
- G. Coaches will receive their extra pay for experience regardless of break in years.
- H. Membership in the various coaches' associations will be paid by the Board for any varsity coach who requests it.
- I. Each teacher will be given a sports/activity pass for all school functions.

**APPENDIX C - EXTRA CURRICULAR SALARIES**

POSITION	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Pom Pom Squad	309	314	319	324	326	327
Music Program Coordinator	309	314	319	324	326	327
Safety Patrol Advisor (to be divided by participating teachers)	511	519	527	535	538	540
National Honor Society	546	554	562	570	372	374
Jr. High National Honor Society	300	305	310	315	317	318
Coordinator of Gifted and Talented	549	557	565	573	576	579
Elementary Yearbook Advisor	549	557	565	573	576	579
Video Yearbook/Media Coordinator	549	557	565	573	576	579
Freshman Class Sponsor	550	558	566	574	577	580
Science Club Adviser	550	558	566	574	577	580
Jr. High Sponsor (7th)	550	558	566	574	577	580
Jr. High Sponsor (8th)	550	558	566	574	577	580
Sophomore Class Sponsor	550	558	566	574	577	580
Mentor Teacher (per year)	584	593	602	611	614	617
Junior Class Sponsor	962	976	991	1006	1011	1016
Senior Class Sponsor	962	976	991	1006	1011	1016
Quiz Bowl	1376	1397	1418	1439	1446	1453
Business Professional of America	1376	1397	1418	1439	1446	1453
FCCLA Sponsor	1376	1397	1418	1439	1446	1453
Play Fall	1376	1397	1418	1439	1446	1453
Play Spring	1376	1397	1418	1439	1446	1453
Student Council Advisor	1376	1397	1418	1439	1446	1453
Yearbook Advisor	1376	1397	1418	1439	1446	1453
FFA Sponsor	1376	1397	1418	1439	1446	1453
Forensics Traveling Advisor	1849	1877	1905	1934	1944	1953
Band Activities	3651	3706	3762	3818	3837	3856
Curriculum Council	24.75	25.12	25.50	25.88	26.01	26.14
School Improvement Team	24.75	25.12	25.50	25.88	26.01	26.14
Driver Education	24.75	25.12	25.50	25.88	26.01	26.14
Adult Education	24.75	25.12	25.50	25.88	26.01	26.14
Activity Class	24.75	25.12	25.50	25.88	26.01	26.14
Librarian (summer) up to 40 hrs, more with principal's approval	24.75	25.12	25.50	25.88	26.01	26.14
Teacher Subs During Conf/Break	29.57	30.01	30.46	30.92	31.07	31.23
Spec. Ed. Meeting at HISD	49.49	50.23	50.98	51.74	52.00	52.26
County Curriculum Coordinator (per meeting)	49.49	50.23	50.98	51.74	52.00	52.26
Middle School Quiz Bowl Coach (2)	312	317	322	327	329	330

A. Board to apply retirement to Appendix C.

- B. The number of weeks that the summer agriculture teacher is employed will be determined by the Board of Education. The salary will be based upon a per diem rate.
- C. Any coach/advisor with three years or more of experience in a particular sport or activity will receive a 1.25% per year of experience.
- D. Coaches/advisors will receive their extra pay for experience regardless of break in years.
- E. What ever percent raise that Schedule "A" receives, schedules "B" and "C" will receive the same increase.

**APPENDIX D - SCHOOL CALENDAR**

Month	Date	Special Days	Student Days	Professional Development Days
<b>August</b>	<b>26</b>	<b>First day for teachers</b>	<b>0</b>	<b>½ AM</b>
	<b>27</b>	<b>County Professional Day</b>		<b>All Day</b>
	<b>28</b>	<b>Time Change 9-4 Open House</b>		<b>½ AM</b>
	<b>29</b>	<b>No School – Labor Day</b>		
<b>September</b>	<b>01</b>	<b>No School – Labor Day off</b>	<b>21</b>	<b>0</b>
	<b>02</b>	<b>First Day for Students</b>		
<b>October</b>			<b>23</b>	
<b>November</b>	<b>06</b>	<b>Parent-Teacher Conference</b>	<b>17</b>	
	<b>17</b>	<b>Professional Development Day</b>		<b>All Day</b>
	<b>26</b>	<b>½ Day (payback for conference)</b>		
	<b>27-28</b>	<b>Thanksgiving</b>		
<b>December</b>	<b>22-31</b>	<b>Winter Break</b>	<b>15</b>	<b>0</b>
<b>January</b>	<b>1-4</b>	<b>Winter Break (return on the 5<sup>th</sup>)</b>	<b>20</b>	
	<b>21</b>	<b>Exam</b>		
	<b>22</b>	<b>Exam &amp; Professional Develop.</b>		<b>½ PM</b>
	<b>23</b>	<b>Exam &amp; Teacher work/classrm</b>		
<b>February</b>	<b>16</b>	<b>Professional Development</b>	<b>18</b>	<b>All Day</b>
	<b>26</b>	<b>Student ½ day-PT Conf PM (work to 4:15 PM)</b>		
	<b>27</b>	<b>Day Off</b>		

<b>March</b>	<b>16</b>	<b>Professional Development</b>	<b>22</b>	<b>½ PM</b>
<b>April</b>	<b>6-10</b>	<b>Spring Break (return on the 13<sup>th</sup>)</b>	<b>17</b>	
	<b>24</b>	<b>Professional Development</b>		<b>½ PM</b>
<b>May</b>	<b>22</b>	<b>Professional Development</b>	<b>20</b>	<b>½ PM</b>
	<b>25</b>	<b>No School – Memorial Day</b>		
<b>June</b>	<b>5</b>	<b>Exam</b>	<b>7</b>	<b>0</b>
	<b>8</b>	<b>Exam ½ Day Students ½ Day WD</b>		
	<b>9</b>	<b>Exam ½ Day Students ½ Day Teachers Last Day</b>	<b>Total: 180</b>	<b>Total: 6</b>

Teacher workdays.....185  
 Total student instructional days. 182

In the event that we need to make-up snow days, February 27<sup>th</sup> may be used as a make-up instead of a day off in the 2008-2009 school year.

**RATIFICATION PAGE**

UBLY BOARD OF EDUCATION

UBLY EDUCATION ASSOCIATION/  
TRI-COUNTY BARGAINING ASSOCIATION

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Date of Signatures

\_\_\_\_\_  
Date of Signatures

**LETTER OF UNDERSTANDING**

LETTER OF UNDERSTANDING  
To The  
MASTER AGREEMENT  
Between The  
UBLY EDUCATION ASSOCIATION  
And The  
UBLY COMMUNITY SCHOOL BOARD

This Agreement entered into this 23<sup>rd</sup> day of June, 2008 by and between the Tri-County Bargaining Association/Ubly Education Association/MEA/NEA as hereafter called the "Association: and the School District of Ubly, hereinafter called the "District," shall extend from August 25, 2007 until August 30, 2013.

**ARTICLE XIX – INSURANCE PROTECTION**

- A. MESSA PAK  
Health: Choices: II  
\$10/\$20 co-pay on prescriptions

**APPENDIX A – 2007 – 2013 SALARY SCHEDULE(S)**

2011-2012 0.5% Increase

The Ubly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

2012-2013 0.5% Increase

The Ubly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

In addition to the above changes to the Master Agreement, the Ubly Community School Board agrees for the 2010-2011 school year:

1. To keep the Kindergarten Center over at the St. John’s Parish.
2. To have three (3) sections of sixth grade.
3. To recall Mark Dekoski to a full-time teaching position.

Signed by: Rocky Aldrich, Ubly Community School Superintendent  
Kathleen E. Perdue, Ubly Education Association President

Dated: June 21, 2010

LETTER OF UNDERSTANDING  
Between the  
UBLY SCHOOL BOARD  
and the  
UBLY EDUCATION ASSOCIATION

It is agreed that the student school day will be from 7:55 AM to 3:00 PM for the 2010-2011 school year. For the increased time of ten (10) minutes to each school day, it is agreed that five (5) days shall be deleted from the school calendar. It is further agreed that no reduction or increase in teacher salaries shall occur for this exchange of time.

ARTICLE V – TEACHING HOURS AND CLASS LOAD

- 4. The school day will end for the teachers at 3:10 PM
- C. The hours for the elementary school will be as scheduled:
  - 1. Five (5) hours and forty-five (45) minutes of instruction.
  - 4. Elementary teachers shall have 250 minutes or more of prep-time per week.

APPENDIX D – SCHOOL CALENDAR

Teacher workdays.....	180
Total student instructional days.....	175

**THIS LETTER OF UNDERSTANDING WILL EXPIRE JUNE 30, 2011.**

Signed by: Rocky Aldrich, Ubly Community School Superintendent  
Kathleen E. Perdue, Ubly Education Association President

Dated: May 12, 2010 & May 13, 2010



LETTER OF UNDERSTANDING  
Between the  
UBLY SCHOOL BOARD  
And The  
UBLY EDUCATION ASSOCIATION

It is agreed that the student school day will be from 7:55 AM to 3:10 PM from January 5, 2010 till June 11, 2010. For the increased time of twenty (20) minutes to each school day, it is agreed that five (5) days shall be deleted from the school calendar. It is further agreed that no reduction or increase in teacher salaries shall occur for this exchange of time.

ARTICLE V- TEACHING HOURS AND CLASS LOAD

- A. 3. Class periods in grades 7-12 will be no longer than fifty-eight (58) minutes if a seven (7) class period day is followed. Class periods will be no longer than sixty-one (61) minutes if a six (6) class period day is followed.
- 4. The school day will end for the teachers at 3:20 PM.
- C. The hours for the elementary school will be as scheduled:
  - 1. Five (5) hours and fifty-five (55) minutes of instruction.
  - 4. Elementary teachers shall have 250 minutes or more of pre-time per week.

APPENDIX D – SCHOOL CALENDAR

Teacher workdays.....	180
Total student instructional days.....	175

**THIS LETTER OF UNDERSTANDING WILL EXPIRE JUNE 30, 2010.**

Signed by: Rocky Aldrich, Ugly Community School Superintendent  
Kathleen E. Perdue, Ugly Education Association President

Dated: December 15, 2009