

MASTER AGREEMENT

BETWEEN

UNIONVILLE-SEBEWAING AREA SCHOOLS

AND THE

TRI-COUNTY BARGAINING ASSOCIATION

**UNIONVILLE-SEBEWAING EDUCATION
ASSOCIATION MEA/NEA**

DATES EFFECTIVE

January 24, 2011 – June 30, 2013

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**Agreement between
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AGREEMENT

THIS AGREEMENT entered into this January 24th 2011, by and between the Board of Education of Unionville-Sebewaing Area Schools, Tuscola and Huron Counties, Michigan, hereinafter called the "Board" and the Tri-County Bargaining Association and MEA and NEA for the Unionville-Sebewaing Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of Unionville-Sebewaing Area Schools, Tuscola and Huron Counties, Michigan is their mutual aim, and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

In consideration of the following mutual covenant, IT IS HEREBY AGREED as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teachers; on tenure, probation, classroom teachers, guidance counselors, librarians, employed or to be employed by the Board but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and office and clerical employees. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teachers from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

- C. Within ten (10) school days of the beginning of their employment hereunder, new Association members may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessment of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and Board shall establish. New Association members not delivering their authorization within the ten (10) school days will not be included in the payroll deduction plan.

- D. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deductions of membership dues in the Association including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the following method will be used to deduct such dues. The total amount of dues shall be subtracted from the annual base salary; the salary shall then be pro-rated over the twenty-one (21) bi-weekly pay periods. The amount of said dues shall then be added in total to the gross wages on the first paycheck and then deducted in full on the same paycheck.

- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for annuities, credit union, and savings bonds. Charitable donations and other plans or programs must be jointly approved by the Association and the Board. It is understood that the Board or an employee of the Board shall not be held liable for any error in remitting such payments.

- F. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such monies shall be remitted to the

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- Association or its designee no later than twenty (20) days following deduction.
- G. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board make such deduction pursuant to paragraph F. above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- H. Pursuant to Chicago Teacher's Union v Hudson 106 S Ct 1066 (1986), the Association has established a policy regarding "objections to political ideological expenditures - Administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- I. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

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- J. The Board shall defend itself against such action, and the Association shall reimburse the Board any and all costs caused by such defense. These costs shall include court costs, attorney fees and any other reasonable costs, but not clerical costs or costs resulting from gross negligence on the part of the Board or its agents.
1. Legal counsel to defend any said suit or action shall be selected by the Association with Board approval.
 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the damages that may be assessed against the Board by any court or tribunal.
 3. The Association shall have the right, after consultation with the Board, to compromise or settle any claims made against the Board under this section.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities short of strike, for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 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 his participation in any lawful activity of the Association, or collective professional negotiations with the Board or his institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. The Board agrees to make available to the Association, in response to reasonable requests from time to time, such information as is necessary for intelligent bargaining and negotiations and processing of grievances.
- C. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. No material originating after original employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any

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material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in their file is inappropriate, in error, or unsubstantiated, they may receive adjustment informally and/or through the grievance procedure provided cause is shown, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in their file, such signatures shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE III - MANAGEMENT'S RIGHTS

The Board, on its own behalf, and on 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 the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities.
- B. To hire all employees, subject to the provisions of law and to determine their qualifications.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the duties, responsibilities, and assignments of teachers and other employees.
- F. To require with mutual consent of both the Association and the Administration either, or both, a physical examination and mental competency evaluation report from a licensed professional person in regard to any school employee's continued employment with the Unionville-Sebewaing Area Schools. The cost of the examination shall be paid by the Board.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws.

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A-1 which is attached to and incorporated in this Agreement and everyone at proper step established by Master Contract and teacher qualifications.
- B. Newly employed, certificated teachers shall be given credit for all teaching experience to a maximum of ten (10) years of previous public school teaching experience for placement on the salary schedule.
- C. The salary schedule is based on the regular school calendars set forth in Schedule C-1 and the normal teaching assignment as provided elsewhere in this Agreement.
- D. Teachers at the beginning of the school year may elect to be paid in either twenty-one (21) or twenty-six (26) equal bi-weekly pay installments.
- E. The Board will pay 20% of the base salary of the teacher's salary column (i.e. BA+20, MA, MA+20, etc.) to the teacher assigned an extra class for the entire year. For block scheduling, overload pay shall be paid at 25% of the base salary of the teacher's salary column for an extra class for the entire year.
- F. Teachers shall be advanced on the salary schedule in the semester following the semester in which the Board is furnished transcripts demonstrating the completion of additional course work.
- G. Any college credits which are to be used for the purpose of changing salary scale (BA to BA + 20, etc.) must be post-graduate credits in semester hour increments or any other classes which have been given prior administrative approval in writing.

ARTICLE V - HEALTH INSURANCE

- A. The Employer shall provide to the bargaining unit member MESSA-PAK for a full twelve-month period for the bargaining unit member and his/her entire family. The Employer shall sign an Employer Participation Agreement.

Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B, or MESSA PAK C.

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Plan A	Plan B	Plan C
Choices II RX Co-Pay \$10.00/\$20.00* LTD 60% Plan I \$4,000 max/month 90 day wait, modified fill Alcohol/drug 2 year limitation Mental/nervous 2 year limitation Family Social Security offset 2 year own occupation 5% minimum payout Survivor income benefit – no Pre-existing condition waiver – yes COLA – no Education supplement – no Maternity coverage, rehabilitation Coverage – yes Freeze on offsets – yes Delta Dental Plan E-007 80/80/80/80 \$1,300 yearly max on class I, II, and III. \$1,000 lifetime max on orthodontics (Class IV) cleanings: 2 \$40,000 Life Insurance with AD&D Vision VSP Silver Plan year is July to July	LTD 60% Plan I \$4,000 max/month 90 day wait, modified fill Alcohol/drug 2 year limitation Mental/nervous 2 year limitation Family Social Security offset 2 year own occupation 5% minimum payout Survivor income benefit – no Pre-existing condition waiver – yes COLA – no Education supplement – no Maternity coverage, rehabilitation Coverage – yes Freeze on offsets - yes Delta Dental Auto Plus 100/90/90/90 \$1,500 yearly max on Class I, II, and III. \$1,000 lifetime max on orthodontics, (Class IV) cleanings: 2 \$40,000 Life Insurance with AD&D Vision VSP Silver Plan year is July to July \$125.00 cash/month pursuant to a qualified IRS Section 125 Plan	LTD 60% Plan I \$4,000 max/month 90 day wait, modified fill Alcohol/drug 2 year limitation Mental/nervous 2 year limitation Family Social Security offset 2 year own occupation 5% minimum payout Survivor income benefit – no Pre-existing condition waiver – yes COLA – no Education supplement – no Maternity coverage, rehabilitation Coverage – yes Freeze on offsets - yes \$40,000 Life Insurance with AD&D \$125.00 cash/month pursuant to a qualified IRS Section 125 Plan

- B. Cash in lieu of health insurance shall be implemented through Option ALL by MESSA.
- C. Teachers working less than three-fifths time shall be provided MESSA-PAK Plan B benefits or MESSA PAK Plan C benefits. Teachers working three-fifths time or more shall be eligible for MESSA-PAK Plan A or Choices II benefits.
- D. In the event a bargaining unit member does not complete the full school calendar, the insurance shall be continued, until the member has received the pro-rata portion or the 12 month insurance year earned at the time of the termination or resignation.
- E. If the teacher is on approved leave, he will have the option of continuing in the group by paying the total premiums for the length of his leave in accordance with the provisions of the health and accident policy guidelines.
- F. Teachers may continue to elect American Family Cancer Group insurance at his/her own cost through payroll deduction.

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- E. Beginning with the 2003-2004 school year the Association may elect as a group to enroll in the MESSA riders for preventative care and hearing aids. If the Association chooses to opt for these riders, the premiums for the insurance shall be payroll deducted as a pretax deduction pursuant to the Section 125 Plan.

ARTICLE VI - TEACHING HOURS

- A. The teacher's professional day shall not exceed seven (7) hours and twenty (20) minutes which shall be scheduled between 7:45 a.m. and 3:30 p.m.
- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes as assigned by the principal. The remainder of the noon period the teacher shall be available for supervision in the hall and in his classroom.
- C. The normal high school/middle school day shall include three hundred forty (340) minutes of instruction and forty-five (45) minutes of preparation/team planning time. Departure from this norm may be made by arrangement between the teacher affected and administrative personnel with notification to the Association. This applies to full-time teachers.
- D. Teachers shall be available for faculty meetings as assigned by the Administration. Faculty meetings will be established as part of the yearly calendar.
- E. Elementary teachers will be provided with at least two hundred and fifty (250) minutes of preparation time per week. During this preparation time teachers will not have students assigned to them. This applies to full time teachers during a normal work week. This preparation time will be given after the start of the instructional day.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with 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.
- G. Teachers may not leave their assigned building during their release periods without the consent of the building principal.

ARTICLE VII - TEACHING LOADS, CONDITIONS AND ASSIGNMENTS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificate or their major or minor field of study.

- B. Teachers that will be affected by changes in elementary grades, or subject assignments in secondary or junior high grades, will be notified of their assignments by their principals before signing contracts or at a minimum of thirty (30) calendar days before the change is affected. Should emergency conditions arise subsequent to the thirty (30) days which requires such a change in assignment, the teacher and the Association will be notified immediately. An emergency shall be defined as any change in the faculty not known prior to July 1 or any change in finances not known prior to July 1.

- C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree class size should be lowered wherever possible and suggest the following maximum with the understanding, however, that these are suggested standards only, and that final decision as to class size must rest with the Board and the Administration. Every effort shall be made to place mainstreamed students in classes with the lowest class sizes in the building where the student's special education class is located.

(1) Kindergarten	22 pupils
(2) Elementary School Grades	25 pupils
(3) Special Education	State Standards

The maximum class size per teacher in the secondary schools are suggested as follows:

English)	
Social Studies)	
Mathematics)	
Science)	25 pupils
Language)	
Business)	
General English, General Math (H.S. level)		20 pupils
Keyboarding		30 pupils

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Industrial Arts	20 pupils
Drafting	20 pupils
Vocational Shop	20 pupils
Homemaking	20 pupils
Music	35 pupils
Art	25 pupils
Health Education	40 pupils
Hygiene	25 pupils

- D. The Board shall provide two (2) aides for playground supervision at the Elementary School. On inclement days, these aides will assist indoors for a similar period of time.
- E. Effective July 1, 1977, the Board shall make available in each new and remodeled school adequate lunch, restroom, and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.
- F. Telephone facilities for local calls shall be made available to teachers for their reasonable use at the expense of the Board.
- G. Adequate parking facilities shall be made available to teachers for their exclusive use when possible.
- H. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- I. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property upon notice to the Building Principal or Superintendent. Association business shall not be transacted during student contact time.
- J. The Board recognizes teaching as a professional occupation. In keeping with the obligations of a profession, the teaching staff is expected to participate in certain activities which will promote student achievement, and mutual respect between parents, students and the teaching staff. These activities include things that involve parents, students, teachers, administrators, and board members such as honors banquets, open houses, etc.

ARTICLE VIII - TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for

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transfer to a different class, building or position shall be made in writing. One copy of said written request shall be filed with the Superintendent of Schools, one with the building principal and one with the Unionville-Sebewaing Education Association. The written request shall set forth the reasons for transfer, the school, building or grade or position sought and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration for transfer by the Board.

1. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Administration shall notify the affected teacher and the Education Association of the reasons for such involuntary transfer.
- B. When any permanent vacancy in any teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Secretary of the Association and shall provide for appropriate posting on bulletin boards in teachers' conference rooms for ten (10) calendar days.
- C. When vacancies occur during the normal summer months when school is not in session, the following procedure shall be followed:
1. Teachers with specific interests in possible vacancies shall notify the Superintendent in writing during the last week of school.
 2. If said vacancy occurs, the Superintendent's office will notify said teacher at his last known address as recorded in the Superintendent's office.
 3. Said teacher shall assume the responsibility of notifying the Superintendent of his interest in writing within five (5) days of notification.
 4. Voluntary transfers shall be limited to one (1) per two (2) years except in the case of administration approval.
 5. Nothing in this Article precludes the Administration from filling a vacancy from outside the Association.
- D. Vacancies shall be filled on the basis of certification, experience, qualifications and length of service in the district.
- E. Extra Duty and Teaching Overload Positions
1. Vacancies in Extra Duty and Teaching Overload Positions shall be posted for a minimum of ten (10) calendar days. The Secretary of the Association shall receive a copy of the posting.

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2. In the event two or more applications are received from within the unit, the most qualified applicant shall be selected. If the Board determines that none of the applicants from within the unit are qualified, the Board may select a qualified person outside the unit.
3. In the event of an emergency situation whereby an immediate replacement is needed, the administration will hire a substitute for the ten calendar days posting period. After that posting period, the position will be filled in accordance with the contract.

ARTICLE IX - LEAVE PAY

A. All full-time teachers will be given thirteen personal business days per school year. A teacher may use these days for illness/doctor appointments/vacations, etc. If a teacher wishes to use three or more days, consecutively, they need to get prior approval from their building administrator. No more than two days may be used, before or after a holiday without permission from the building principal.

Teachers who have accumulated seventy-six (76) personal business days and who have used no more than five (5) personal business days during the school year, will receive a pay-off of 0.081% per day for the unused days beyond the seventy-six (76) days.

- B. In cases where a teacher has exhausted his/her personal business leave, and has not yet recovered from illness, the Association and the Board may agree to allow members of the Association to donate up to three (3) days from the member's personal accumulation. This provision may also be used for illness in the immediate family.
- C. Beginning with the 2005-2006 school year, a teacher retiring from the Unionville -Sebewaing Area School District will receive a one-time payout of 35% of the daily rate for a substitute teacher for each remaining personal business leave day credited to the teacher on the last day of employment.

ARTICLE X - LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article IX will be granted a leave of absence without pay for such time as is necessary to recover from such illness or a total of twelve (12) months from the commencement of the sick leave, whichever comes first. Upon recovery from such illness, the teacher shall be assigned to the same position or a substantially equivalent position.
- B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

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1. A maximum of five (5) days for a critical illness in the immediate family. Definitions of immediate family is mother, father, step-mother, step-father, sister, brother, wife, husband, sister-in-law, brother-in-law, son or daughter, grandparents, stepchildren, parents-in-law and any dependent person resident in the teacher's home.
 2. One (1) day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
 3. One (1) day for attendance at the school graduation of son, daughter, husband or wife.
 4. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, providing approval is given by Administration.
- C. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
1. Absence when a teacher is called for jury service except the Board is obligated only for the difference between jury pay and regular school salary. The teacher will receive his/her regular paycheck and reimburse the District the amount received for jury duty not including reimbursement for meals or mileage.
 2. Court appearance as a witness when called by the Board of Education. Also, any case connected with the teacher's employment where the teacher was acting as an agent of the Board, within the rules and regulations of the Board and State.
 3. Time necessary to take the Selective Service physical examination.
 4. Teachers may be granted a leave of absence with pay for visitation at other schools, or attending meetings, conferences or conventions of an educational nature, when approved by the Administration. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
- D. A maximum of five (5) days for a death in the immediate family. Definitions of immediate family is mother, father, step-mother, step-father, sister, brother, wife, husband, sister-in-law, brother-in-law, son or daughter, grandparents, stepchildren, parents-in-law and any dependent person resident in the teacher's home.
- The first four (4) days for a funeral will not be deducted from the teacher's personal business days. Such days do not need to be used consecutively.

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- E. It is understood that sickness or disability related to pregnancy shall be treated as any other illness or disability as provided in Sections A and B above.
- F. A leave of absence without pay for up to one (1) year, including maternity leave time if any, may be granted to any teacher for the purpose of child care. Said leave shall commence on request of the teacher and approval of the Board. It is further provided that:
1. A teacher adopting a child may receive similar leave which shall begin the day the court signs over legal custody of the child.
 2. The teacher shall be entitled to return from such leave to his same or similar position if one is available.
- G. Association Business Days - At the beginning of each school year, the Association shall be credited with six (6) days to be used at the discretion of the Association. The Association agrees to pay the Board the current substitute rate for all days used under this provision. The Association agrees to notify the Administration no less than 48 hours of the date for intended use of said leave and no more than two (2) teachers shall be released on any one day under the provisions of this paragraph.
- H. Teachers who are officers of the Association or appointed to its staff may, if approved by the Board, be given a leave of absence without pay for not less than one (1) semester nor more than one (1) year for the purpose of performing duties for the Association.
- I. Military leaves of absence shall be granted without pay to any teacher who shall be inducted, or upon notice of impending inductions, shall enlist for military duty in any branch of the Armed Forces of the United States for the period of induction or first period of enlistment. Military leaves of absence shall be granted to any member of the organized Reserve who is called to active duty. Increment credit shall be provided for such leaves.
- J. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- K. After seven (7) years of service, a teacher may, with prior approval of the Board of Education, be granted a leave of absence for one (1) year without pay for professional betterment and given credit on the salary schedule for said year and be restored to the same or equal position.
- L. Teachers on extended leave of more than one semester shall be required to give a minimum of sixty (60) days notice of intent to return from such leave.

ARTICLE XI - TEACHER EVALUATION

- A. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping by public address or audio systems and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right, upon request, to review the contents of his personnel file including the teacher evaluation form. A representative of the Association may be requested to accompany the teacher in such review at the option of the teacher. Recommendations by college instructors and materials defined as confidential shall be removed before showing to the teacher.
- C. Probationary teachers employed for at least one (1) full school year shall be provided with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the teacher. The Individualized Development Plan shall be presented to the probationary teacher by the first Monday of May of the probationary teacher's first year of employment. For probationary teachers, the first observation is at the discretion of the Administration, but the third teacher observation shall be at least sixty (60) days prior to the end of that particular school year. For tenure teachers, the teacher observation shall be at least sixty days prior to the end of that particular school year. Observations shall be at least sixty (60) days apart unless a shorter interval between observations is mutually agreed upon.
- Tenure teachers shall be observed for the purposes of evaluation at least once every year. The tenure teacher observation should be at least ninety (90) days prior to the end of that particular school year. Tenure teachers shall receive a written evaluation not less than once every three (3) years based on at least two (2) observations. Any tenure teacher with a less than satisfactory evaluation shall be provided with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the teacher.
- D. The evaluation process will include the identification of difficulties, if any, and specific ways in which to improve and assistance to be given by the Administration or other staff members.
- E. Prior to evaluation, the specific criterion to be used in the evaluation shall be made known to the teacher.
- F. The evaluating administrator shall prepare and submit a written report and recommendation to the teacher within a reasonable period of time of the observation.

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- G. A bargaining unit member who disagrees with an evaluation or recommendation may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

ARTICLE XII - DISCIPLINE OF TEACHERS

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
- B. No teacher will be disciplined, discharged, reduced in seniority ranking or compensation without just cause.
- C. The Board agrees to follow a policy of corrective discipline which minimally includes verbal warning, written warning, reprimand, suspension with or without pay, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, providing there is no coverage by Worker's Compensation.
- C. If a teacher is injured while in the line of duty, medical, surgical or hospital care shall be furnished by the Board with Worker's Compensation Insurance coverage and in accordance with Worker's Compensation Insurance standards, and to the extent of said insurance coverage and standards only.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. Whenever it appears to the Administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, such assistance will be sought.

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- F. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

ARTICLE XIV - NEGOTIATIONS PROCEDURES

- A. Matters mutually agreed to be not covered by this contract, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least by May 1st, the parties shall begin negotiation for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have the control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and to make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.

ARTICLE XV - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

If a teacher files an appeal with the Michigan Tenure Commission over a matter which is the basis of a grievance, then all grievances which are pending or may be filed over the matter shall be waived, and no further recourse to this grievance procedure may be had over the matter.

- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. In the event that the basis of the grievance is actions or conditions caused by someone

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other than the Principal, or the conditions impact more than one building, this discussion shall take place with the Superintendent.

- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the Grievance Report Form, signed by the grievant, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within ten (10) school days of the alleged occurrence of the grievance. If the grievance involves more than one school building, or the initial discussion of the grievance took place with the Superintendent, it should be filed with the Superintendent or representative designated by him.

- D. Within five (5) school days of receipt of the written grievance, the principal shall meet with the grievant and/or a representative of the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish copy thereof to the grievant and a representative of the Association.

- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the grievant and/or a representative of the Association on the grievance and shall indicate his disposition of the grievance, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the grievant, to the representative of the Association, to the building principal where the grievance originated, and a copy placed in the permanent file in his office.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days, the grievance shall, within ten (10) school days of the date of filing, be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board with a copy provided to the Superintendent. The Board or its representative(s) shall meet with the grievant and a representative of the Association on the grievance, within thirty (30) school days of receipt of the appeal. If a grievance is filed less than ten (10) school days prior to the next regular Board meeting it may be scheduled at the following Board meeting. Written disposition of the grievance, shall be made by the Board or its representative(s) within ten (10) school days of the meeting. A copy of such disposition shall be furnished to the grievant, to the representative of the Association, to the building principal where the grievance originated, and a copy placed in the permanent file in his office.

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- G. 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.
- H. If the decision of the Board or its representative(s) is not satisfactory, the Association may within ten (10) school days of receipt of the decision, request the assistance of a State Mediator, assigned by MERC to review the grievance. Representatives of the Association and the Board may attend the mediation session(s). Any recommendations of the mediator shall be presented to the Association and Board representatives.
- I. If the Association is not satisfied with the recommendation by the Mediator, 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 Bargaining Council after receiving the Mediator's recommendation of the grievance and notify the Board within ten (10) school days of its meeting. 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 proceeding 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 or the justification for the Arbitrator's decision.) Both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by both the Board and the Association.

- J. Should a teacher and/or the Association 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.
- K. The Association shall have no right to initiate the grievance involving the right of a teacher without his express approval in writing thereon. Grievances involving two or more persons may be signed by one of the grievant's represented.
- L. The non-renewal of a probationary teacher's contract shall not be subject to the grievance procedure.

ARTICLE XVI - NO STRIKE

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Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

The Board agrees that so long as this Agreement is in effect there shall be no lockouts. The Association agrees that so long as this Agreement is in effect there shall be no strikes, withholding of services or other illegal acts that interfere with the operations of the Board.

Any violation of this Article may be made the subject of disciplinary action, including discharge.

ARTICLE XVII - REDUCTION OF PERSONNEL

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this Article shall be used in laying off personnel.
1. Probationary employees will be laid off first, in inverse order of seniority, where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
 2. In the event tenure teachers must be laid off, layoff will be in inverse order of seniority within certification and qualification, provided there are more seniored teachers who are certified and qualified to fill the remaining positions.

A list will be provided the Association specifying the areas in which a teacher is certified and qualified.
- B. Certified shall be defined as a state recognized valid teaching certificate held at the end of the school year.
- C. Qualified shall be a major or minor in the subject area or those other areas specified in the individual teaching certificates.
- D. Seniority Provisions:
1. Seniority shall be defined as the total continuous length of time an individual is employed within the district as a certified teacher in the bargaining unit. Teachers employed less than three (3) hours per day shall accrue seniority at the rate of one half year of seniority for each year in the bargaining unit. If two or more teachers have equivalent seniority, the teacher with the greatest number of years of teaching experience outside the district shall be given priority. Previous service in the Unionville-Sebewaing Area Schools which is not continuous will be treated as out-of-district service. If two or more teachers have equivalent teaching experience outside the

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- district, the number of graduate hours earned beyond a Bachelor's Degree shall be used, and the teacher with the least number of hours shall be laid off first. If the number of hours is the same, then the decision will be the responsibility of the Board and will be based on teacher evaluation and recommendations of the Administration.
2. Recall of tenure teachers shall be in the inverse order of lay-off; i.e., laid off last will be recalled first, provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he is being assigned. No new teacher shall be employed unless no teacher on lay-off is certified and qualified for the vacancy for the duration of this agreement.
 3. Seniority shall begin at the commencement of services.
 4. It is the responsibility of the teachers to keep the Board informed of any changes in address and/or telephone number, a current transcript of college credits, current copy of their teaching certificates, and current copy of their degrees on file in the Superintendent's office.
- E. A tenured teacher on layoff who is certified but not qualified to fill a position a probationary teacher holds shall be allowed to waive qualifications conditional upon the following:
1. Satisfactory completion of an additional twelve (12) semester hours in the course area they are instructing.
 2. Such course work to be completed within one (1) year.
 3. All expenses of their training shall be incurred by the teacher and the classes shall be taken during off-duty hours.
- F. Teacher's seniority while on leave shall remain unbroken, and his accumulated sick leave shall not be cancelled but shall remain credited to him. He shall not accrue sick days or salary increment while laid off. Outside experience credit shall not be used for the purpose of computing seniority.
- G. Changes and corrections to certification and qualification must be delivered to the Central Administration Office before February 15th. If a change in certification would allow a tenured teacher to hold a position that a probationary teacher holds, then the tenured teacher shall have until August 1st to deliver proof of the additional certification.

ARTICLE XVIII - PROFESSIONAL STUDY COMMITTEE

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

The Board and the Association may establish a council known as the Coordinating Council. Each party may have up to four (4) representatives on the Council. The parties from time to time may mutually agree to have additional persons attend the meeting. The Council may initiate suggestions affecting the nature and design of the instructional programs, the evaluation of programs, review testing and new programs, and forward those suggestions to the Board and Association.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to try to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call, at least one (1) hour before school begins, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. Failure without just cause, to report unavailability for work by the time stated above, will result in the loss of that day's pay. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this Agreement are used as substitutes on an emergency and voluntary basis, said teacher shall be compensated at a rate of 0.063% per hour.
- B. This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Association shall be furnished ten (10) additional copies for its use.
- E. Teachers participating in School Improvement activities which occur outside of the normal work day shall be allowed compensatory time, documented and signed by the building principal and/or may elect to be paid pursuant to Schedule B. Teachers must elect whether they wish to be paid or use compensatory time, or a combination of pay and compensatory time at the beginning of the school year. Use of said compensatory time shall be scheduled with the approval of the building principal provided substitutes are available to fill in for the absent teacher.

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School Improvement compensatory time will be decided by each building School Improvement Team since activities in this area vary from building to building.

A maximum of thirty six (36) days will be allotted for entire school district. Each building will be allotted a maximum of twelve (12) days.

School Improvement to be reviewed by Committee at the end of each school year for developing next year's method.

ARTICLE XX - ACT OF GOD DAYS

- A. The provisions set forth below shall be effective upon the execution of a new collective bargaining Agreement.
1. In the event the Michigan Department of Education or the Michigan State Legislature lawfully adopts rules, regulations or laws which require the make up of some or all Act of God Days, the parties agree that teachers will receive their regular pay for days which are cancelled, but shall work on the required rescheduled days with no additional compensation. Provided, however, the following procedures shall apply:
 - a. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Schedule C-1.
 - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
 - c. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
 1. Use his or her personal business days or sick leave.
 2. Apply for unpaid leave time.
 - d. Should the provisions of State law or the Department of Education rules and regulations be rescinded or modified, then the above provisions shall be considered null and void, and the provisions and practices in existence prior to this

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

agreement will be reinstated to the extent permitted by the rescission or modification.

2. The Board and Association shall periodically review changes in regulations, applicable laws and court rulings as pertains to the implementation of Act of God Days.

ARTICLE XXI - MENTORS

- A. A probationary teacher, for his/her first three (3) years in the District, shall be assigned a mentor teacher by the Administration with notification to the Association President.
 1. The mentor teacher shall be a tenured teacher. Qualified Association members shall be given preference.
 2. General criteria in selection are recommended to include:
 - a. Minimum of five (5) years teaching.
 - b. Same background in major area of instruction (i.e. - lower elementary to lower elementary, grade level to grade level, department to department, etc.)
 - c. Classroom teachers will be matched to classroom teacher.

Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.

- B. Participation as a mentor teacher shall be voluntary. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it's in the best interests of the parties.

The building administrator, probationary teacher and mentor teacher shall cooperate in establishing the probationary teacher's Individualized Development Plan.

- C. Mentors shall be paid One Hundred (\$100.00) Dollars for each year of mentoring up to a maximum of four (4) years with any one (1) probationary teacher.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall become effective when it is ratified and signed by the parties. This contract shall expire on June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The Board of Education of the Unionville-Sebewaing Area Schools and the Tri-County Bargaining Association, Unionville-Sebewaing Education Association MEA/NEA hereby agree to the contract settlement as of January 11, 2011 through June 30th, 2013.

Board of Education

Lois Kemp
Nurt Ewald
Paul "The" Wilson

Association

Barbara J. Tilt
John J. ...
Dan Collins

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

SCHEDULE A-1 SALARY SCHEDULES

All teachers will receive a one-time stipend of \$600.00 at the beginning of the 2011-2012 School Year.

Step	BA	BA+20	MA	MA+20	MA+30
1.00	34,891	36,374	38,402	39,195	40,121
1.50	35,666	37,283	39,382	40,174	41,124
2.00	36,740	38,193	40,322	41,154	42,127
2.50	37,659	39,148	41,330	42,183	43,180
3.00	38,577	40,102	42,338	43,212	44,233
3.50	39,542	41,105	43,387	44,282	45,339
4.00	40,506	42,107	44,455	45,373	46,445
4.50	41,519	43,160	45,566	46,507	47,606
5.00	42,532	44,213	46,678	47,641	48,767
5.50	43,595	45,318	47,845	48,832	49,987
6.00	44,658	46,423	49,012	50,023	51,206
6.50	45,775	47,584	50,237	51,274	52,486
7.00	46,891	48,745	51,462	52,525	53,766
7.50	48,063	49,963	52,749	53,838	55,110
8.00	49,238	51,182	54,035	55,151	56,454
8.50	50,466	52,461	55,386	56,530	57,866
9.00	51,697	53,741	56,737	57,906	59,277
9.50	52,990	55,084	58,158	59,356	60,759
10.00	54,282	56,428	59,574	60,804	62,241
10.50	55,924	58,135	61,376	62,643	64,124
11.00	57,566	59,842	63,178	64,482	66,006

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**UNIONVILLE-SEBEWAING AREA SCHOOLS
 2012-13 SALARY SCHEDULE**

Step	BA	BA+20	MA	MA+20	MA+30
1.00	34,991	36,374	38,402	39,195	40,121
1.50	35,808	37,289	39,382	40,174	41,124
2.00	36,740	38,193	40,322	41,154	42,127
2.50	37,659	39,148	41,330	42,183	43,100
3.00	38,677	40,102	42,338	43,212	44,232
3.50	39,642	41,106	43,397	44,282	45,333
4.00	40,506	42,107	44,456	45,373	46,410
4.50	41,519	43,160	45,588	46,507	47,500
5.00	42,632	44,213	46,679	47,641	48,707
5.50	43,695	45,318	47,845	48,832	49,987
6.00	44,658	46,423	49,012	50,023	51,200
6.50	45,775	47,584	50,287	51,274	52,489
7.00	46,891	48,745	51,462	52,525	53,758
7.50	48,063	49,893	52,749	53,896	55,100
8.00	49,239	51,182	54,035	55,161	56,454
8.50	50,488	52,481	55,388	56,530	57,898
9.00	51,697	53,741	56,737	57,908	59,277
9.50	52,990	55,084	58,158	59,356	60,769
10.00	54,282	56,428	59,574	60,804	62,241
10.50	55,839	57,839	61,063	62,324	63,797
11.00	58,142	60,440	63,810	65,127	66,698



**Agreement between
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Longevity Step: All teachers shall receive additional salary as a longevity payment beginning with their twenty-sixth (26th) year of teaching in the amount of \$700.

If the USA School District's, October 2012 - CPA Audit, shows a total fund balance of \$750,000.00 or greater, all Step Teachers, will be given their full step credit and the full step pay, for the 2012 – 2013 school year. (Reverting back to Salary Step Schedule A, which would be a 5% increase, instead of a 2.5% increase between "steps.")

It is understood by the USA School District and the USEA, that as of June 30, 2013, the new Salary Schedule will be removed and future bargaining will use the "A" Salary Step Schedule. (The current Step 11 salary rate will remain the same.)

If at any time, during the 2011 – 2012 or 2012 - 2013 school years, MESSA Insurance rates increase by more than 9%, both sides agree to meet to discuss insurance options.

If at any time, during the 2011 – 2012 or 2012 - 2013 school years, the USA fund balance falls below \$600,000.00, both sides agree to meet to discuss options.

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SCHEDULE B – 2011-2013

BA BASE \$33,731 1.95%
increase

DUTY	ADDITIONAL PAY	%
Athletic Director	\$5,734	17%
Girls' Basketball Head Coach	\$4,048	12%
Girls' Volleyball Head Coach	\$3,710	11%
Girls' Middle School Volleyball Coach	\$1,265	3.75%
Girls' Softball Head Coach	\$3,710	11%
Girls' Track Head Coach	\$3,710	11%
Boys' Football Head Coach	\$4,048	12%
Boys' Basketball Head Coach	\$4,048	12%
Boys' Baseball Head Coach	\$3,710	11%
Boys' Track Head Coach	\$3,710	11%
Cross-Country Coach	\$3,036	9%
Wrestling Coach	\$3,710	11%
Varsity Cheerleading Advisor	\$1,181	3.5%
JV Cheerleading Advisor	\$1,181	3.5%
Junior High Cheerleading Advisor	\$843	2.5%
Assistant Coach--High School Sports	\$2,867	8.5%
Junior High Coaches (1 coach)	\$2,530	7.5%
(2 coaches)	\$1,518	4.5%
Soccer Coach	\$3,710	11%
Summer Band	\$4,385	13%
Saturday Band	\$1,687	5%
Choir	\$1,687	5%
High School Plays	\$2,698	8%
Senior Class Sponsor	\$1,518	4.5%
Junior Class Sponsor	\$1,518	4.5%
Sophomore Class Sponsor	\$759	2.25%
Freshmen Class Sponsor	\$759	2.25%
8th Grade Sponsor	\$506	1.5%
7th Grade Sponsor	\$506	1.5%
6th Grade Sponsor	\$506	1.5%
5th Grade Sponsor (Including Camping Trip)	\$506	1.5%
Senior High Yearbook Advisor	\$1,855	5.5%
School Paper Advisor (8 Issues)	\$843	2.5%
Junior High Yearbook Advisor	\$843	2.5%
FCCLA Advisor	\$1,349	4%
Audio-Visual Advisor	\$1,181	3.5%
Student Council Advisor (Elem/MS)	\$1,012	3.0%
Student Council Advisor (HS)	\$1,181	3.5%
Foreign Language Advisor	\$337	1%
National Honor Society Advisor	\$1,012	3%
People Helping People	\$1,012	3%
Elementary Assembly Music	\$675	2%

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

BA BASE 1.95%
\$33,731 Increase

DUTY	ADDITIONAL PAY	%
Tuscola County Quiz Bowl Coordinator	\$675	2%
Huron County Quiz Bowl Coordinator	\$169	0.5%
Academic Track Coordinator	\$675	2%
Academic Track Advisor-MS (Per 2 Academic Events for a total of 16 Academic Events or 1 Performing Event for a Total of 11 Performing Events)	\$169	0.5%
Academic Games Advisor--HS (Per Event for 5 Events)	\$337	1.0%
Summer Agriculture/FFA	\$5,060	15%
Lunch Hour Duty Daily Rate per 1/2 hour	\$12.70	0.037640%
Home Bound Teachers	\$25.39	0.075263%
Mileage @ current IRS Rate	\$ Current IRS Rate /per Mile	Current IRS Rate/per Mile
Special Olympics	\$506	1.5%
School Improvement Activities (Such as NCA)	\$843	2.5%
Extended Day (Paid in ten minute increments)	Individual Rate	Hourly Rate
Counselor Extended Work Year 25 Days	Individual Rate	Per Diem
Extended Work Year	Individual Rate	Per Diem

Note: For purposes of this schedule, the BA base 2006-2007 shall be construed to be \$33,731.

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

SCHEDULE B – 2011-2013

DUTY	ADDITIONAL PAY	%
BA BASE	\$34,355	1.85% increase
Athletic Director	\$5,840	17%
Girls' Basketball Head Coach	\$4,123	12%
Girls' Volleyball Head Coach	\$3,779	11%
Girls' Middle School Volleyball Coach	\$1,288	3.75%
Girls' Softball Head Coach	\$3,779	11%
Girls' Track Head Coach	\$3,779	11%
Boys' Football Head Coach	\$4,123	12%
Boys' Basketball Head Coach	\$4,123	12%
Boys' Baseball Head Coach	\$3,779	11%
Boys' Track Head Coach	\$3,779	11%
Cross-Country Coach	\$3,092	9%
Wrestling Coach	\$3,779	11%
Varsity Cheerleading Advisor	\$1,202	3.5%
JV Cheerleading Advisor	\$1,202	3.5%
Junior High Cheerleading Advisor	\$859	2.5%
Assistant Coach--High School Sports	\$2,920	8.5%
Junior High Coaches (1 coach)	\$2,577	7.5%
(2 coaches)	\$1,546	4.5%
Soccer Coach	\$3,779	11%
Summer Band	\$4,466	13%
Saturday Band	\$1,718	5%
Choir	\$1,718	5%
High School Plays	\$2,748	8%
Senior Class Sponsor	\$1,546	4.5%
Junior Class Sponsor	\$1,546	4.5%
Sophomore Class Sponsor	\$773	2.25%
Freshmen Class Sponsor	\$773	2.25%
8th Grade Sponsor	\$515	1.5%
7th Grade Sponsor	\$515	1.5%
6th Grade Sponsor	\$515	1.5%
5th Grade Sponsor (Including Camping Trip)	\$515	1.5%
Senior High Yearbook Advisor	\$1,890	5.5%
School Paper Advisor (8 Issues)	\$859	2.5%
Junior High Yearbook Advisor	\$859	2.5%
FCCLA Advisor	\$1,374	4%
Audio-Visual Advisor	\$1,202	3.5%
Pep Club	\$344	1%
Student Council Advisor (Elem/MS)	\$1,031	3.0%
Student Council Advisor (HS)	\$1,202	3.5%
Foreign Language Advisor	\$344	1%
National Honor Society Advisor	\$1,031	3%
People Helping People	\$1,031	3%
SADD	\$344	1%
Tuscola County Quiz Bowl Coordinator	\$687	2%
Huron County Quiz Bowl Coordinator	\$172	0.5%

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

SCHEDULE B – 2011-2013

BA BASE \$34,991 1.85%
increase

DUTY	ADDITIONAL PAY	%
Athletic Director	\$5,948	17%
Girls' Basketball Head Coach	\$4,199	12%
Girls' Volleyball Head Coach	\$3,849	11%
Girls' Middle School Volleyball Coach	\$1,312	3.75%
Girls' Softball Head Coach	\$3,849	11%
Girls' Track Head Coach	\$3,849	11%
Boys' Football Head Coach	\$4,199	12%
Boys' Basketball Head Coach	\$4,199	12%
Boys' Baseball Head Coach	\$3,849	11%
Boys' Track Head Coach	\$3,849	11%
Cross-Country Coach	\$3,149	9%
Wrestling Coach	\$3,849	11%
Varsity Cheerleading Advisor	\$1,225	3.5%
JV Cheerleading Advisor	\$1,225	3.5%
Junior High Cheerleading Advisor	\$875	2.5%
Assistant Coach--High School Sports	\$2,974	8.5%
Junior High Coaches (1 coach)	\$2,624	7.5%
(2 coaches)	\$1,575	4.5%
Soccer Coach	\$3,849	11%
Summer Band	\$4,549	13%
Saturday Band	\$1,750	5%
Choir	\$1,750	5%
High School Plays	\$2,799	8%
Senior Class Sponsor	\$1,575	4.5%
Junior Class Sponsor	\$1,575	4.5%
Sophomore Class Sponsor	\$787	2.25%
Freshmen Class Sponsor	\$787	2.25%
8th Grade Sponsor	\$525	1.5%
7th Grade Sponsor	\$525	1.5%
6th Grade Sponsor	\$525	1.5%
5th Grade Sponsor (Including Camping Trip)	\$525	1.5%
Senior High Yearbook Advisor	\$1,925	5.5%
School Paper Advisor (8 Issues)	\$875	2.5%
Junior High Yearbook Advisor	\$875	2.5%
FCCLA Advisor	\$1,400	4%
Audio-Visual Advisor	\$1,225	3.5%
Pep Club	\$350	1%
Student Council Advisor (Elem/MS)	\$1,050	3.0%
Student Council Advisor (HS)	\$1,225	3.5%
Foreign Language Advisor	\$350	1%
National Honor Society Advisor	\$1,050	3%
People Helping People	\$1,050	3%
SADD	\$350	1%
Tuscola County Quiz Bowl Coordinator	\$700	2%
Huron County Quiz Bowl Coordinator	\$175	0.5%

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

BA BASE 1.85%
\$34,991 increase

DUTY	ADDITIONAL PAY	%
Academic Track Coordinator	\$700	2%
Academic Track Advisor-MS (Per 2 Academic Events for a total of 16 Academic Events or 1 Performing Event for a Total of 11 Performing Events)	\$175	0.5%
Academic Games Advisor--HS (Per Event for 5 Events)	\$350	1.0%
Summer Agriculture/FFA	\$5,249	15%
Driver Education per hour rate	\$26.34	0.075263%
Lunch Hour Duty Daily Rate per 1/2 hour	\$13.17	0.037640%
Home Bound Teachers	\$26.34	0.075263%
Mileage @ IRS Rate	\$.485 / Mile	
Special Olympics	\$525	1.5%
School Improvement Activities (Such as NCA)	\$875	2.5%
Extended Day (Paid in ten minute increments)	Individual Rate	Hourly Rate
Counselor Extended Work Year 25 Days	Individual Rate	Per Diem
Extended Work Year	Individual Rate	Per Diem

Note: For purposes of this schedule, the BA base 2008-09 shall be construed to be \$34,991.

SCHEDULE B EXTRAS

Schedule B stipends shall be paid as follows:

Athletic Assignment: Paid at the conclusion of the sport in one lump sum.

Other Schedule B Assignments: Paid in two lump sums, one half at the conclusion of each semester. These payments shall be added to an employee's regular paycheck.

F.F.A. & FCCLA.: Spread over the sponsor's contract.

Taxes on Schedule B payments shall be at the IRS nominal rate.

Unionville-Sebewaing Area Schools

2011 - 2012 Proposed School Calendar

Adopted by the USA Board of Education _____, 2011

1278 Minutes of School Board

1786 Teachers' Work Days

2011 August							September							October						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
							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				
November							December							2012 January						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
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					22	23	24	25	26	27	28
<small>School Board: Teachers' Work Days - 1786 Holiday Break of "Snowed Out"</small>							<small>School Board: Teachers' Work Days - 1786 Holiday Break of "Snowed Out"</small>							<small>School Board: Teachers' Work Days - 1786 Holiday Break of "Snowed Out"</small>						
February							March							April						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
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					2	3	4	5	6	7	8
<small>School Board: Teachers' Work Days - 1786 Holiday Break of "Snowed Out"</small>							<small>School Board: Teachers' Work Days - 1786 Holiday Break of "Snowed Out"</small>							<small>School Board: Teachers' Work Days - 1786 Holiday Break of "Snowed Out"</small>						
May							June							<ul style="list-style-type: none"> School Day Early Release--11:15 Dismissal Count Day End of Quarter Teachers' Prof. Development--No School for Students Teachers' Work Days--No School for Students Graduation Teachers' Floating Work Day--No School for Students Vacation Break--No School 						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S							
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							
22	23	24	25	26	27	28	29	30	31											

Quarter 1 - September 6, 2011 - November 4, 2011 - 43 days
 Quarter 2 - November 7, 2011 - January 19, 2012 - 41 days
 Quarter 3 - January 23, 2012 - March 23, 2012 - 43 days
 Quarter 4 - March 26, 2012 - June 1, 2012 - 42 days
 Examinations - Sunday, June 3, 2012 at 2:00 p.m.

All snow make-up days will be added to the end of the school year calendar.

Unionville-Sebewaing Area Schools

2012 - 2013 Proposed School Calendar










Adopted by the USA Board of Education _____, 2011

170 Student School Days

158 Teacher Work Days

2012 August		September	October																	
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
November		December		2013 January																
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
February		March		April																
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
May		June																		
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S

Quarter 1 - September 4, 2012 - November 2, 2012 = 45 days
 Quarter 2 - November 5, 2012 - January 17, 2013 = 42 days
 Quarter 3 - January 21, 2013 - March 22, 2013 = 43 days
 Quarter 4 - March 25, 2013 - May 14, 2013 = 42 days
 Graduation - Sunday, June 2, 2013 at 2:00 p.m.

-  School Day
-  Early Release--11:15 Dismissal
-  Count Day
-  End of Quarter
-  Teachers' Prof. Development--No School for Students
-  Teachers' Work Day--No School for Students
-  Graduation
-  Teachers' Floating Work Day--No School for Students
-  Vacation/Break--No School

 All snow make-up days will be added to the end of the school year calendar.

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

GRIEVANCE REPORT FORM

Grievance # _____ Distribution of Form:
School District 1. Superintendent
2. Principal
3. Association
4. Teacher

*****GRIEVANCE REPORT*****

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board or Education or Designee _____

Signature Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

ATTACHMENT #1 GRIEVANCE PROCESSING GUIDE

INDIVIDUAL GRIEVANCE	FILED WITH PRINCIPAL
Informal level discussion of alleged violation	Within 10 days of alleged violation
Written grievance to principal	Within 10 days of alleged violation
Meeting with principal	Within 5 days of receipt of written grievance
Response from principal	Within 5 days of meeting
Appeal to superintendent	Within 5 days of response
Meeting with superintendent	Within 5 days of appeal
Response from superintendent	Within 5 days of meeting
Appeal to board of education	Within 10 days of response
Meeting with board	Not later than the next regular meeting or the following meeting
Response from board	Within 10 days of meeting
Appeal to mediation	Within 10 days of receipt of decision
Appeal to arbitration	Not later than 10 days after the next regular TCBA meeting
Selection of arbitrator	Within 10 days of notification of appeal to arbitration

NOTE: All days are school days. Timelines may be extended by mutual agreement in writing.

ASSOCIATION GRIEVANCE	FILED WITH SUPERINTENDENT
Informal level discussion of alleged violation	Within 10 days of alleged violation
Written grievance to superintendent	Within 10 days of alleged violation
Meeting with superintendent	Within 5 days of receipt of written grievance
Response from superintendent	Within 5 days of meeting
Appeal to board of education	Within 10 days of response
Meeting with board	Not later than the next regular meeting or the following meeting
Response from board	Within 10 days of meeting
Appeal to mediation	Within 10 days of receipt of decision
Appeal to arbitration	Not later than 10 days after the next regular TCBA meeting
Selection of arbitrator	Within 10 days of notification of appeal to arbitration

NOTE: All days are school days. Timelines may be extended by mutual agreement in writing.

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

APPENDIX A

USA TEACHER EVALUATION FORM

	YES	NO	NOT OBSERVED	INDICATORS
PLANNING & ORGANIZATION				
Aligned to MEAP/Proficiencies Test				
Student Aptitudes & Interests				
Instructional Materials				
Lesson Plans, Aligned to State Core Curr.				
Course Outline with Matching goals & Objectives				
Command of Subject Matter				
	YES	NO		
INSTRUCTIONAL METHODS				
Clear, Concise, Development of Concept				
Challenging Activities				
Stimulates Critical Thinking				
Good Work Habits				
Participation				
Transition				
Appropriately Grouped				
Accommodation of Learning Style				
Connection to Real Life Application				
	YES	NO		
ATMOSPHERE FOR LEARNING				
Classroom Control & Rules				
Alert to Conditions				
Consistent Treatment of Students				
Positive Reinforcement				
Respect & Tolerance for Students				
Self Dignity of Students				
Flexibility				
Self Control				
Willing to Experiment				
Checks for Knowledge				
Positive Classroom Atmosphere				
Sense of Humor				
Good Use of Grammar				
Productive Learning Activities				
Challenging Curriculum				
Students Interested				
Self Directed Student Learning				
	YES	NO		
PHYSICAL ENVIORNMENT				
Classroom Furniture				
Bulletin Boards				
Floor & Work Areas				
Classroom Appearance				
Teacher's Desk				
Teacher's Grooming & Dress				

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

Components of Professional Practice

Domain 1: Planning and Preparation

Component 1a: Demonstrating Knowledge of Content and Pedagogy

- Knowledge of content
- Knowledge of prerequisite relationships
- Knowledge of content-related pedagogy

Component 1b: Demonstrating Knowledge of Students

- Knowledge of characteristics of age group
- Knowledge of students' varied approaches to learning
- Knowledge of students' skills and knowledge
- Knowledge of students' interests and cultural heritage

Component 1c: Selecting Instructional Goals

- Value
- Clarity
- Suitability for diverse students
- Balance

Component 1d: Demonstrating Knowledge of resources

- Resources for teaching
- Resources for students

Component 1e: Designing Coherent Instruction

- Learning activities
- Instructional materials and resources
- Instructional groups
- Lesson and unit structure

Component 1f: Assessing Student Learning

- Congruence with instructional goals
- Criteria and standards
- Use for planning

Domain 2: The Classroom Environment

Component 2a: Creating an Environment of Respect and Rapport

- Teacher interaction with students
- Student interaction

Component 2b: Establishing a Culture for Learning

- Importance of the content
- Student pride in work
- Expectations for learning and achievement

Component 2c: Managing Classroom Procedures

- Management of instructional groups
- Management of transitions
- Management of materials and supplies
- Performance of noninstructional duties
- Supervision of volunteers and paraprofessionals

Component 2d: Managing Student Behavior

- Expectations
- Monitoring of student behavior
- Response to student behavior

Component 2e: Organizing Physical Space

- Safety and arrangement of furniture
- Accessibility to learning and use of physical resources

**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

Components of Professional Practice (continued)

Domain 3: Instruction

Component 3a: Communicating Clearly and Accurately
Directions and procedures
Oran and written language

Component 3b: Using Questioning and Discussion
Techniques
Quality of question
Discussion techniques
Student participation

Component 3c: Engaging Students in Learning
Representation of content
Activities and Assignments
Grouping of students
Structure and pacing

Component 3d: Providing Feedback to Students
Quality: accurate, substantive, constructive, and
Specific timeliness

Component 3e: Demonstrating Flexibility and
Responsiveness
Lesson adjustment
Response to students
Persistence

Domain 4: Professional Responsibilities

Component 4a: Reflecting on Teaching Accuracy
Use in future teaching

Component 4b: Maintaining Accurate Records
Student completion of assignments
Student progress in learning
Non-instructional records

Component 4c: Communicating with Families
Information about the instructional program
Information about individual students
Engagement of families in the instructional
program

Component 4d: Contributing to the School and District
Relationships with colleagues
Service to the school
Participation in school and district projects

Component 4e: Growing and Developing
Professionally
Enhancement of content knowledge and
pedagogical skill
Service to the profession

Component 4f: Showing Professionalism
Service to students
Advocacy
Decision-making

Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association

Think Straight A's...Think USA
www.think-usa.org



Unionville-Sebewaing Area
School District & Board
2203 Widener Rd.
Sebewaing, MI 49779
Ph: 989.883.2800
Fax: 989.883.9021



USA High School
2203 Widener Rd.
Sebewaing, MI 49798
Ph: 989.883.2534
Fax: 989.883.8130


USA Middle School
2203 Widener Rd.
Sebewaing, MI 49789
Ph: 989.883.3148
Fax: 989.883.8482

USA Elementary School
7655 Unionville Rd.
Unionville, MI 48787
Ph: 989.883.8147
Fax: 989.883.8193

Tentative Agreement
USAEA/Board of Education
May 29, 2009

1. Wage freeze including steps for the 2009-2010 School year.
2. Add one (1) personal day. Teachers would then have 9 sick and 4 personal days, under article IX section A in the contract.
3. Add a provision allowing teachers to use up to two (2) of their personal days either before or after a holiday, with prior administrative approval.
4. School Calendar – Agree on the proposed calendar (including the two half days (one in January and one at the end of the school year in June). At the discretion of the administration, PD days may be used for instructional days.


Board of Education

Board of Education


Association

Association

Unionville-Sebewaing Area Schools, in its policies, programs, and practice does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, disability, height, weight, or marital status nor toward qualified handicapped individuals, in all activities and employment.


**Agreement between
Unionville-Sebewaing Area Schools and Tri-County Bargaining Association**

**Tentative Agreement:
USEA/Board of Education
July 28, 2010**

1. Wage freeze including steps for the 2010-2011 School year.
2. MESSA Choice II with a \$10/\$20 Rx Card.
3. Pay each teacher a one-time stipend of \$600.00 (with a separate general fund check). This check will not be run through payroll. This check will be issued by October 31st, 2010.
4. Stipend Stipulations: The stipend will be paid to teachers who worked full or part-time during the 2009-2010 school year and who are still employed by USA Schools during the 2010-2011 school year. Part-time teachers, who are eligible for the stipend, will be paid a stipend at a prorated amount.



Superintendent Date 7-28-2010



Association Date 7-28-10