

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between **UNION CITY COMMUNITY SCHOOLS**, Branch and Calhoun Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the **UNION CITY EDUCATION ASSOCIATION**, (hereinafter called the "Association") affiliated with the Michigan Education Association (MEA) and the National Education Association (NEA);

W I T N E S S E T H:

ARTICLE I PURPOSE AND RECOGNITION

SECTION ONE: PURPOSE

The general purpose of this Agreement is to set forth the terms and conditions of employment for members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, and members of the bargaining unit and their representatives.

SECTION TWO: RECOGNITION

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all pre K-12 certified teachers, librarians, and counselors, but excluding substitute teachers, teacher paraprofessionals and all other employees.

ARTICLE II CONTRACT INTERPRETATION

SECTION ONE: SEVERABILITY

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION TWO: DEFINITIONS

Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

- A. **Association** means the Union City Education Association.
- B. **Day** means a day when the school is open and teachers are scheduled to report for duty, except that during summer recess, day means a regular business day (i.e. Monday through Friday) excluding holidays and weekends.
- C. **District** means the Union City Community Schools.
- D. **Emergency** means a sudden and unforeseen combination of circumstances.
- E. **Party** means the Board or the Association.
- F. **Part-Time Teacher** means a teacher regularly employed under a written contract of employment whose assignment is for less than a full school day or week during the regular school year. The fringe and leave benefits of a part-time teacher shall be proportionately reduced.
- G. **Service Date** means the date when the teacher first provided professional services for the Board under a written contract of employment, exclusive of any extra duty assignment, since any break in service. Termination of service by reason of resignation, retirement or discharge shall constitute a break in service.
- H. **Teacher** means a member of the bargaining unit. Reference to male teachers shall include female teachers.
- I. **Special Teachers** means teachers of Art, Music, Physical Education, Special Education, Vocational Education, and other professional employees required to have special certification, including librarians and counselors.

SECTION THREE: GENERAL INTERPRETATION

This Agreement shall be interpreted in accordance with the following understandings, namely:

A. Captions:

Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.

B. Other Rights:

Nothing in this Agreement shall deny or restrict any right guaranteed to a teacher under applicable laws or regulations. The rights of either party or of a teacher to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed. It being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

C. Subordination:

Any individual contract or letter of agreement between the Board and a teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.

ARTICLE III BOARD RIGHTS

SECTION ONE:

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 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 and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- 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, after considering the recommendations of the teaching staff concerned.
- E. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities and the terms and conditions of employment subject to the terms of this Agreement.

SECTION TWO:

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 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 Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other national, state, county, district or local laws or regulations as they pertain to education and accreditation standards established by the North Central Association of Colleges and Secondary Schools and the State of Michigan.

**ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

SECTION ONE: ASSOCIATION RIGHTS

In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- A. The Association shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Association. Such use will be governed by policies adopted from time to time by the Board for the use of its facilities.
- B. The Association shall have the right, upon proper notification in accordance with Board policy, to the reasonable use of designated school equipment such as computers, copying machines, and audiovisual equipment, provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his/her employment duties or the discharge of the duties of any other employee. The Board shall be reimbursed by the Association for all supplies used and for any damage.
- C. The Association shall have the right to post notices of official business of the Association on teachers' lunchroom bulletin boards only, provided that where no teachers' lunchroom exists in a building, then one (1) bulletin board will be designated for such purposes by the principal and provided further that such notices are not derogatory of any person, group or organization and are ethical in content. The Association may use intra-district mail service and teacher mail boxes for communications to teachers.
- D. The Board agrees to furnish the Association with such public information as required by law, which may be available concerning the financial resources of the District, tentative budgetary requirements and allocations. The Association agrees that requests for such information will be made in writing through its President (or his/her designee) and that such requests will be made sufficiently in advance of their need so that the Board may have ample time to prepare

and/or assemble the information. Original records may be examined only at the District offices.

- E. The Board may inform the Association of any new or modified fiscal, budgetary or tax programs. The Board will inform the Association of any construction programs, or major revisions of educational policy, which are under consideration. The Association will be given an opportunity to inform the Board of its recommendations.
- F. The Association may have vending machines installed in any teachers' lunchroom with prior written approval of the Superintendent provided that the Board shall have no responsibility for the maintenance and security of any such machine and that the Association shall save the Board harmless from any and all expenses connected therewith.

SECTION TWO: ASSOCIATION SECURITY

- A. Within thirty (30) days from the date of commencement of teaching duties, each teacher regularly employed at least half-time or more for the school year shall, as a condition of employment:
 - 1. Become a member of the Association; or
 - 2. Pay a service fee determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures.
- B. Teachers employed more than half time but less than full time shall have their dues prorated according to:
 - 1. The portion of the day's teaching assignment, and/or
 - 2. The portion of the school year assignment.
- C. In the event that a teacher shall not pay such membership dues or service fee directly to the Association or authorize payment through payroll deductions as provided in paragraph D, the Board shall deduct that amount from the teacher's wages as authorized under MCLA 408.477 and remit same to the Association. Should such involuntary payroll deduction become legally disallowed the parties will forthwith renegotiate this section.

- D. Upon written authorization by a teacher or pursuant to paragraph C, the Board agrees to deduct the appropriate amount of the dues or service fees from the teacher's wages. The deductions will be made in substantially equal amounts from the first ten (10) paychecks of the teacher beginning with the first pay period in September. Money so deducted will be transmitted to the Association or its designee no later than twenty (20) days following such deduction.

- E. In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

- F. The Association agrees that in any action so defended it will hold the Board harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

SECTION THREE: ASSOCIATION RESPONSIBILITIES

- A. The Association hereby recognizes its responsibilities to the youth, citizens and employer, and agrees that it shall not support any teacher in violation of the terms of this Agreement or the code of ethics and shall use its influence in an attempt to correct violations of this Agreement.

- B. The Association recognizes that it is the professional responsibility of teachers to dress professionally. Inappropriate dress undermines the professional nature of teaching. Any exceptions to the professional dress expectation will be handled by the individual building administrator (ie. Jeans Day etc.).

- C. The Association shall promptly notify the Board in writing, on or before September 20th of each calendar year, of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice. Failure to provide such notice shall cause the Board to address all notices required under this Agreement or any other correspondence directly to the Association, in care of the person most recently designated as Association President.
- D. The Association agrees that it will in good faith cooperate with the Board in attempting to assure that reasonable work standards, schedules and reasonable rules and regulations of the Board are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the Board.
- E. Except by the expressed agreement of the Board, the performance of the duties of a member of the bargaining unit shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the MEA from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this Agreement are being observed so long as such contact shall not be during those hours school is in regular session and such representative has reported his/her presence to the building principal's office.

**ARTICLE V
TEACHER RIGHTS AND RESPONSIBILITIES**

SECTION ONE: TEACHER RIGHTS

A. Facilities:

The Board shall provide for each school facility to the extent reasonably available:

1. Parking facilities maintained and designated for teacher use.
2. Telephone facilities for professional use only except for local calls or long distance calls not charged to the district.

B. Citizenship Rights:

A teacher is entitled to full rights of citizenship and no religious or political activities of the teacher, or the lack thereof, or the private and personal life of a teacher shall constitute grounds for any discipline or discrimination with respect to the professional employment of the teacher, except as such conduct or activity shall materially interfere with the discharge of the teacher's professional responsibility.

C. Evaluation::

1. The work performance of all teachers shall be evaluated by the administrative staff in accordance with the following schedule;
 - a. Probationary teachers employed for the full school year shall be formally evaluated at least twice each year, the first such evaluation to be completed prior to December 1 and include sections one through four of the evaluation tool. The second evaluation will occur prior to April 1, and this evaluation will include sections one through five of the evaluation tool (data component included).

2. Pursuant to Section 1526 of the Revised School Code of 1993, probationary teachers who are within their first three (3) years of teaching must be assigned to a master teacher who shall serve as a mentor to the probationary teacher. For each probationary teacher, a mentor teacher shall be appointed by the administration with input from the Association.
3. The Mentor teachers selected shall have the following qualifications:
 - a. He/she shall be a member of the teachers' bargaining unit;
 - b. He/she shall have achieved tenured status with the Board;
 - c. He/she shall have been rated satisfactory or better for the two most current, consecutive evaluation cycles.
4. The mentor teacher selected shall consent to the appointment. The appointment shall be for one school year. Should no bargaining unit member consent, the Board may appoint, with input from the Association, an outside mentor.
5. The mentor teacher shall assist the probationary teacher during the term of the appointment. The mentor teacher's role shall be formative.
6. Within twenty (20) days of the start of school for new teachers, or the date the teacher began employment, if the teacher is employed after the start of the school year, the administration shall meet with the teacher, the teacher's mentor and a representative of the Association if the mentor is from outside the bargaining unit to prepare the teacher's Individualized Development Plan (IDP). The IDP shall set forth with specificity the goals to be met by the teacher during the school year and the actions to be taken by the teacher in reaching those goals. The goals and the actions to be followed by the teacher must be consistent with, but not limited to, the criteria for evaluation contained in the probationary teacher evaluation form. The goals and the actions required shall be finalized in written form and signed by the

administrator and teacher. The IDP shall include participation of fifteen (15) days during the first three (3) years for professional development regarding classroom management and instructional delivery and/or other similar type training programs (including programs offered by university-linked professional development schools and/or regional seminars). The District shall pay all costs incurred and provide released time without loss of pay to the teacher to attend the training. Mileage and meals costs shall be in accordance with Board Policy #3440.

7. As part of the new teacher mentoring program all first year teachers will attend eight (monthly) after school meetings with the building administrators or be enrolled in the Calhoun Intermediate School District New Teacher Academy. The Board will pay all registration fees and mileage. Upon successful completion of the program each participant will receive a stipend based on fifty dollars (\$50.00) per meeting attended.
8. Tenure teachers shall be evaluated not less than once every year.
 - a. An administrator may make informal observations of a teacher at any time and record same when evaluating a teacher's performance. The Superintendent may also observe and evaluate a teacher.
 - b. Each formal observation shall be made in person and shall be at least twenty-five (25) minutes in length.
 - c. Each formal evaluation will be broken into two parts.
 - The first part of the evaluation (Teaching Components) is section one through four of the evaluation tool. This portion is; Instructional Planning and Implementation, Knowledge and Application of Teaching/Learning Theory, The Classroom Environment, and

Professional Responsibilities.

- The second part of the evaluation (Data Components) is section five of the evaluation tool. This section encompasses Data Indications of Student Success.
- d. The “Teaching Components” sections of the evaluation (sections 1-4) will take place prior to February 1. This will be completed and signed by all parties and follow all requirements of Part 9 of this section.
 - e. The “Data Components” section of the evaluation will take place prior to May 1. The teacher will notified at least 10 working days in advance that there will be a data conference held with their principal with the purpose of completing section five. Within 5 days of the data conference, the principal will meet with the teacher to share the combined evaluations (sections 1-5). This will be signed by both parties and forwarded to the superintendent’s office.
9. The administrator who is designated to prepare the written evaluation shall arrange for a conference with the teacher for the purpose of reviewing the results of the written evaluation, provided, however, that the conference shall be held within ten (10) days from the date of the last observation on which the evaluation is based. A copy of the written evaluation shall be submitted to the teacher at the time of such conference. Within ten (10) days following the post-evaluation conference, a teacher may file a written statement concerning the evaluation and/or the conference. A copy of the evaluation, together with any written statement by a teacher pertaining to either the evaluation or the conference, or both, shall be filed in the teacher's personnel file.
 10. No later than April 1 of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons

therefore in writing. The Board's decision is final and any dismissal or non-renewal shall not be subject to arbitration.

11. Teachers will be given an overall rating of Highly Effective, Effective or Ineffective.
 - a. The determination of what constitutes Highly Effective, Effective and Ineffective will be developed by a subcommittee of UCEA members and administration. This will be revisited yearly.
12. Standardized achievement tests will not be used as the sole criteria for evaluating teachers.

D. Merit Pay

1. A teacher receiving a rating of Highly Effective will receive any negotiated step and pay raise for the next school year. In addition, the teacher will receive a \$500 stipend to be paid the last pay period in May of the current school year.
2. A teacher receiving a rating of Effective will receive any negotiated step and pay raise for the next school year.
3. A teacher receiving a rating of Ineffective will not receive any negotiated step or pay raise for the next school year.

E. Personnel Files:

Each teacher shall have the right upon request to review the contents of his/her own personnel file except for confidential pre-employment information. A representative of the Association may, at the teacher's request, accompany the teacher in this review, provided, however, that the file shall be reviewed in the presence of the administrator responsible for the safekeeping of the file, or his/her designee.

SECTION TWO: TEACHER RESPONSIBILITIES

A. Sanctions:

It is recognized that a teacher has an obligation to maintain

adequate professional standards. If a teacher fails to maintain such standards, the Board has an obligation to take appropriate corrective action. Accordingly, the Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, specify expected corrections and, where appropriate, indicate the kinds of assistance to be provided the teacher, and establish a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the teacher concerned.

B. Discipline:

1. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied.
2. A teacher shall, at all times, be entitled to have present a representative of the Association when he/she is being disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided that such representative can be present at the end of that particular school day. If the representative cannot be present, the meeting between teacher and principal shall take place as scheduled.
3. Any complaint by a parent of a student directed towards a teacher which shall become the cause of disciplinary action or be made a part of the teacher's file shall be called to the teacher's attention within five (5) days.
4. No disciplinary action shall be taken without just cause.
 - a. The "just cause" standard shall not apply to dismissal or non-renewal of probationary teachers.

C. **Lesson Plans:**

Lesson plans will be completed with enough detail so that the building administrator can determine that the appropriate curriculum and standards are being followed. The plans will be available prior to the beginning of the instructional week (Monday morning).

D. **Employee Cooperation:**

Teachers are expected to foster a climate of mutual cooperation with custodial and other employees engaged in their regularly scheduled duties in keeping with the provisions of Article I, Section 1, of this Agreement.

**ARTICLE VI
TEACHING HOURS AND CLASS LOADS**

SECTION ONE: WORK DAY

The scheduled workday for teachers shall extend for a period of seven (7) hours and twenty (20) minutes. The instructional day may vary among the several buildings or facilities. Except in the case of an emergency, any change in the scheduled workday shall take effect with the beginning of a new school year. If an additional adjustment to the workday is needed, the parties agree to bargain the change.

- A. The following guidelines shall be observed:
1. Teachers shall be at their assigned work stations at least fifteen (15) minutes prior to the opening of the students' school day, and
 2. Teachers may leave at the dismissal of school on Fridays and on days immediately preceding scheduled school vacations, and
 3. Teachers shall remain for a sufficient period after the close of the students' school day to tend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher, except on the days the teachers' work day ends at the close of the students' day.

SECTION TWO: Lunch

All teachers shall be entitled to a thirty (30) minute duty-free, uninterrupted lunch period, provided, however, that in Grades 1-4 the teacher will first escort the class to the lunch room.

SECTION THREE: Planning Time

- A. **Elementary (Grades K-4):** A teacher regularly scheduled as an elementary classroom teacher shall normally receive a planning period when responsibility for a class has been assumed by another teacher for special instruction such as physical education, health, music and art. A teacher shall normally receive a daily 20-minute block of planning time to be scheduled after lunch. The aggregate planning time shall

not be less than 250 minutes per week. Every reasonable effort will be made to have plan period each day.

- B. **Middle School (Grades 5-8):** A teacher regularly assigned as a Middle School classroom teacher shall normally receive a daily planning period equivalent in length to a scheduled class period.
- C. **High School (Grades 9-12):** A teacher regularly assigned as a High School classroom teacher shall normally receive a daily planning period equivalent in length to a scheduled class period.
- D. The teacher assigned to the Ready 4's program must fulfill the requirements of the Michigan School Readiness Program (MSRP) Grant. The grant will be reviewed and approved by the Superintendent.
- E. Planning periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Planning time shall not be used or spent on any unconnected or non-school activity. Prior notice of at least one day shall be given for non-preparation use.

SECTION FOUR:

No teacher will arrive late for or leave early from an assigned class.

SECTION FIVE:

It is recognized that it is the professional responsibility of the teacher to attend staff meetings, team or grade level meetings, department meetings, parent-teacher conferences, student exhibitions (showcases) and open houses. It is the responsibility of the administration to give two (2) days prior notification for all mandatory meetings going beyond the regular school day.

SECTION SIX: Class Size

It is recognized by the Board that class size is an important aspect of an effective educational program. Reasonable effort will be made to keep class sizes equalized within grade levels and throughout the respective buildings. When discrepancies occur which increase the workload of a teacher by more than fifteen percent (15%) of other teachers within the

building or grade level, the administration shall, if the teacher requests, meet with the teacher and his/her Association representative to seek a workable solution to the problem. Such solutions may include:

- A. Mutual consent between the teacher, the Association representative and the administration that the workload is acceptable.
- B. Additional staff may be added.
- C. Instructional paraprofessionals may be added to the classroom.
- D. Other mutually agreed solutions.

NOTE: Because classes such as band, orchestra, choir, and physical education are normally larger than a regular classroom, this section shall not be used to define their class sizes. However, the teacher and his/her Association representative shall be consulted as to the appropriate size, and additional staff and/or paraprofessionals may be added as is mutually agreed upon by the teacher, Association representative and the administration.

SECTION SEVEN:

In the event school is closed for reasons which do not allow such days or hours to be counted as State mandated days or hours, those days or hours necessary to meet the minimum days and/or hours required by the State shall be rescheduled by agreement between the Association and the Board to assure that the District receives the full Foundation Allowance and other appropriations under the State Aid Act.

SECTION EIGHT: LEAST RESTRICTIVE ENVIRONMENT GUIDELINES

- A. In order to assist certain students with disabilities in making a successful transition from placements in special education classes only to a combination of regular and special education classes pursuant to placement recommendation made by an Individualized Educational Planning Committee, the following procedures will be implemented:
 - 1. The responsible building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class(es) considering the class make-up (behavior and

achievement levels, etc.). Such students will be distributed equitably except for good cause shown or where the students' Individual Education Plan (IEP) requires the placement.

2. Each of the teachers into whose classroom(s) a student has been placed shall be deemed eligible to serve on an IEP Committee involving an affected student in accordance with the then current Rules for Special Education (i.e., R340.1701 *et seq.*).
3. When requested by the regular classroom teacher in whose class(es) the student with disabilities is placed, special training or consultant assistance relevant to the student's needs will be arranged by the administration.
4. No teacher shall be required to administer prescription drugs or to provide school health services for a student with disabilities except in an emergency situation.
5. A member of an IEP Committee may request the Committee to reconvene for the purpose of considering a change in the educational status of an eligible student with disabilities in accordance with the Rules for Special Education.

**ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS**

SECTION ONE:

Teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates, or their Elementary and Secondary Education Act (ESEA) qualifications.

SECTION TWO: Changes in Assignment

If a teaching assignment is to be changed by the administration, the teacher will be notified and the proposed change discussed with the teacher before a final decision is made. Normally, notification of change will be given to the teacher before the end of the school year. It is recognized that there may be situations and circumstances which make it impossible to provide notification by the end of the school year. In such cases, notification will be given as soon as practicable, with the reason for the delay in being notified on a timely basis, provided in writing to the teacher. Certification, qualifications and seniority will be considered when an involuntary transfer is necessary.

SECTION THREE:

Teaching assignments for adult education, community education, driver education, and "zero hour" classes, when not offered as part of the regular school year, and other courses not considered part of the regular teaching day, will be offered on a voluntary basis to staff members who qualify. The Superintendent shall have the sole discretion to make such assignments. It is understood that when a teacher accepts such an assignment, he/she will carry out all duties connected with the assignment until it has been completed.

SECTION FOUR:

Whenever an administrative vacancy arises in the system, the Superintendent will notify the President of the Association.

SECTION FIVE:

All teachers shall have a current teaching certificate on file in the Superintendent's Office; or

- A. A letter from the Michigan Department of Education indicating that all requirements have been met and that the

certificate is forthcoming.

SECTION SIX:

All teachers shall have on file with the Superintendent an up-to-date official record of academic credits and other evidence that the teacher meets the qualification standards for his/her teaching assignment.

SECTION SEVEN:

A "vacancy" shall be defined as either a new or additional bargaining unit position or as an opening created by leave of absence, resignation, retirement, termination, or other separation of a bargaining unit member, which the Board has determined to fill. Except as hereinafter provided, notice of vacancies in the bargaining unit shall be given as follows:

- A. If the vacancy is for a position to be filled during the work year, the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.
- B. If the vacancy is for a position to be filled at the beginning of the next work year and the existence of the vacancy is known at least fourteen (14) days prior to the end of the work year, notice of the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.
- C. In the case of all other vacancies, the Board shall notify each teacher who has on file an assignment request for such vacancy and a copy of the notice shall be given to the Association.
- D. Vacancies shall be posted for a period of ten (10) days except during the three weeks prior to the start of the school year when all vacancies will be e-mailed to the teachers and posted for a period of three (3) days. Interested employees shall apply in writing to the Superintendent or his/her designee within the posting period.
- E. It is understood and agreed that if a teaching vacancy occurs during the work year, the Board may temporarily fill the position for the remainder of the work year in order to minimize any disruption in the educational program, provided, however, that notice of the vacancy for the next

school year shall be posted at the time the vacancy is temporarily filled. It is further understood and agreed that any member of the bargaining unit may apply for any vacancy.

- F. Vacancies will not be posted when they can be filled through recall of a laid off teacher, in accordance with Article VIII.

SECTION EIGHT:

Whenever a teacher is interested in being considered for assignment to any teaching position or supplemental position in the District, he/she may file a written notice of his/her interest with the Superintendent. All requests shall be renewed once each year to assure active consideration by the Board. The Board recognizes that it is desirable in making assignments to consider the teacher's experience as well as the interest and aspiration of the teacher.

The Association recognizes that the Superintendent has the sole right to assign staff members to positions for which they are certified and qualified within the District.

SECTION NINE:

Teachers who request a change in grade or subject assignment, or who request to transfer to another building, will file a written statement of such desire with the Superintendent before March 1. Such statement shall include in order of preference the grade or subject to which he/she desires to be transferred. Applications will be considered should such vacancy occur either during the school year or during the summer. Applicants will be notified by phone and/or letter should a vacancy occur during the summer. This application will be renewed annually.

SECTION TEN:

The Board agrees to give full and equal consideration to present teachers in all teaching vacancies covered by this Agreement in which they have expressed an interest. Vacancies shall be filled on the basis of certification and qualifications, relevant experience and the competency of the applicant. The seniority of the applicant will always be a consideration in making an assignment to a vacancy.

**ARTICLE VIII
LAYOFF AND RECALL**

SECTION ONE: DETERMINATION

The Board shall have the right to reduce the number of teachers in a given subject area, field, or program, or to eliminate, consolidate or otherwise reduce in scope teaching positions or assignments. The Board shall notify the Association in writing of its intention to reduce the number of teachers and the reasons therefore.

SECTION TWO: LAYOFF PROCEDURE

- A. Teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that the remaining teachers are certified and qualified to perform the duties of the positions to be filled.
- B. The Board shall give, whenever practicable, not less than thirty (30) calendar days notice of layoff.
- C. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

SECTION THREE: RECALL PROCEDURE

Recalls shall be subject to the following conditions:

- A. Teachers shall be recalled in the order of seniority starting with the most senior teacher who is certified and qualified for the vacant assignment.
- B. It shall be the responsibility of each teacher to notify the Board of any change in address, certification or qualifications. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter or telegram to the teacher at the teacher's last known address not less than ten (10) days prior to the effective date of the recall. The obligation to rehire a teacher shall terminate if the teacher fails to return to work at the time specified or if the teacher is not recalled within twenty-four (24) months if a probationary

teacher or thirty-six (36) months if a tenure teacher following such layoff, except as a shorter or longer period is required by law.

SECTION FOUR: SENIORITY LIST

The Board shall furnish the Association an up-to-date seniority list on or before December 1st of each contract year or prior to any layoff or recall, whichever is earlier. The Association shall notify the Board of any error in the seniority list within ten (10) days from receipt. The names of all certified teachers shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. The seniority service date will begin on the date and time the teacher signs a contract with the District.

SECTION FIVE: INTERPRETATION

For the purposes of this Article:

- A. An "eligible teacher" means a teacher who the Board has determined is certified and qualified to perform the duties of the position to be filled. A teacher shall be presumed to be an "eligible teacher" if the teacher:
 - 1. Is certified to teach all of the subjects of the position to be filled.
 - 2. Meets the District's accreditation standards and the standards of the No Child Left Behind Act for a "highly qualified" teacher.
 - 3. Possesses the following academic credentials:
 - a. A major in the subject, or
 - b. A minor in the subject and successful completion of the Michigan Test for Teacher Certification (MTTC) in the subject when required.
- B. A teacher shall neither accrue nor lose seniority while on layoff, on a leave of absence granted pursuant to this Agreement or while serving in an administrative position.

- C. In order to minimize the disruptive effect of a layoff or recall occurring during the work year, the parties agree that the Board may temporarily deviate from the seniority provisions herein contained to the extent necessary to minimize the disruption of other professional assignments not otherwise involved in the layoff or recall. The Board shall consult with the Association prior to making any such modifications.
- D. The provision herein set forth shall be subject and subordinate to all applicable laws and regulations including the Teachers' Tenure Act.

SECTION SIX: ASSOCIATION NOTICE

The Board shall notify the Association of each layoff and recall. The decision of the Board shall be binding unless the Association shall object in writing within five (5) days. The objection shall include the name of the teacher who the Association claims should have been laid off or recalled and the reasons for such claim. If the Board accepts the Association claim, the correction shall be made within five (5) days. If the Board does not accept the Association's claim, the decision of the Board shall remain in effect pending a decision under the Grievance Procedure starting with Step Three. The remedy shall be limited to implementing the proper layoff or recall unless it shall be determined that the Board acted in bad faith.

**ARTICLE IX
COMPENSABLE LEAVES**

SECTION ONE:

At the beginning of each school year the Board will provide, to each teacher, twelve (12) paid sick leave days to be used for illness, injury, and bereavement. However, these paid days are earned at the rate of one (1) day per month and no employee shall leave the employ of the system having been compensated for more paid sick leave days than earned. The unused portion of these days shall accumulate from year to year to a maximum allowance of 165 days.

- A. Notice of the number of sick leave days granted and accumulated shall be given to each teacher at the beginning of each school year.

SECTION TWO:

Sick leave may be used for:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation or resulting from other employment. Sick leave may be used for a disability, including pregnancy, to the extent expressly required by law.
- B. Illness in the immediate family not to exceed five (5) days per school year (spouse and children, mother and father).
 - 1. The Board recognizes the predicament when both working parents have ill children on a work day. Therefore the teacher may exceed the five (5) days when children are ill providing the days are approved by the administration. These days will be deducted from accumulated sick leave.

SECTION THREE: BEREAVEMENT

Bereavement up to five (5) days may be used due to death in the immediate family, i.e., the teacher's spouse; the grandparents, parents, siblings and children of the teacher or the teacher's spouse.

SECTION FOUR: PERSONAL BUSINESS

- A. Each teacher shall be entitled to two (2) days of personal business leave each year of this contract, which days shall not be cumulative. If the request is not received prior to three days, specific reasons must be given, and the decision shall be at the discretion of the Superintendent.
- B. No teacher will receive compensation nor take a personal business day the day prior to and/or the day following a holiday or vacation period, unless specifically agreed upon by the Superintendent in advance.
- C. The teacher shall notify the principal at least three (3) days in advance of his/her intention to use a personal business day, except in the case of an emergency, and then complete the form relating to the personal business day for the principal's signature before compensation will be given for the day involved.
- D. No teacher will utilize less than one-half (1/2) day of the personal business day at any one circumstance.
- E. Any unused personal business days will be rolled over as sick days.

SECTION FIVE: JURY DUTY

A teacher shall be entitled to leave for jury service if unable to be excused from such service. The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid, excluding mileage fees, provided that notice of such jury service is given to the Superintendent or his/her designee prior to the scheduled date thereof. The teacher shall return to his/her duties whenever his/her attendance in court is not actually required.

SECTION SIX:

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such disability except that the Board shall not be required to grant a leave for more than one (1) year.

- A. If the teacher accepts part time or full time employment during the leave of absence, unless pre approved by the

Board, all benefits will be terminated immediately and the teacher shall be considered to have resigned.

SECTION SEVEN:

Sick leave and other paid leave days under this Article shall be charged against teacher work days only and shall not be used by a teacher during such period as the teacher is on an unpaid leave of absence, is laid off, or during scheduled vacations when school is not in session. It is further understood that a teacher shall not receive compensation for a day of sick leave on the day prior to and/or the day following any holiday or vacation period unless arrangements are made through the Superintendent.

SECTION EIGHT:

A teacher must complete the employee absence form relating to sick leave on returning to work before compensation will be given for the day(s) involved.

SECTION NINE:

Teachers will schedule all absences using the AESOP system through PESG. These absences should be created and posted no later than 6:00 a.m. on the morning of the absence. In an emergency, the time of for notification may be extended. If an emergency exists the staff member will contact their building administrator and secretary after 6:00 a.m. Any absence reported after 7:00 a.m. may result in loss of a day's pay.

SECTION TEN:

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be permitted to deduct days, or fractions of days, from his/her accumulated sick leave equivalent to the difference between his/her regular salary and what he/she received under Worker's Compensation.

SECTION ELEVEN:

The Board may require a doctor's certificate or other evidence of illness/injury or to prove fitness for duty before returning to work from a leave.

SECTION TWELVE:

The Association shall be allowed a total of six (6) days each year for the officers or representatives of the Association to conduct official business matters. The Association agrees to notify the Administration at least five (5) days in advance of these leave requests. The Board will be reimbursed for the salary of the substitute.

SECTION THIRTEEN:

The superintendent may allow UCEA members to donate sick time to any employee that has exhausted their accumulated sick time due to an extended personal or family illness. These will be handled on a case by case basis.

**ARTICLE X
LEAVE OF ABSENCE WITHOUT PAY**

SECTION ONE:

An unpaid leave of absence of up to two (2) years may be granted to any tenure teacher upon application for the purpose of participating in exchange teaching programs in territories or foreign countries, foreign or military teaching programs, or the Peace Corps as a full-time participant in such a program, or cultural travel or work programs related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the level on the salary schedule that his/her teaching experience designated at the time of the leave. The teacher shall notify the Board ninety (90) days before the end of the school year of his/her intent to leave or return.

SECTION TWO:

A teacher who enlists or is inducted into the armed services of the United States shall be granted a military leave of absence in accordance with all applicable laws and regulations.

SECTION THREE:

An unpaid leave of absence of up to one (1) year may be granted to tenured teachers upon application ninety (90) days prior to the end of the school year for graduate study.

SECTION FOUR:

An eligible teacher is entitled to a total of twelve (12) calendar weeks of unpaid leave for child-care during a twelve (12) month period due to the birth of the teacher's child. The total leave, paid (i.e. where accumulated sick leave is used) and unpaid, may not exceed twelve (12) calendar weeks except in the case of a medical emergency.

SECTION FIVE:

An employee who becomes pregnant shall be entitled to a disability leave in accordance with the following provisions. She must present a physician's statement setting forth the anticipated date of birth and stating that she is fully capable of performing all the regularly assigned duties and functions of her position without jeopardy to herself. The employee may continue to work in her present capacity on the same basis

as any other employee until her attending physician determines that she is or will be disabled from providing further services. If she desires a disability leave, she must file a written request with the Superintendent not later than the beginning of the eighth (8th) month. Such leave of absence shall last until the teacher's physician approves her return to work, but in no event shall the Board be required to grant a leave for more than one (1) year.

- A. Teachers returning from an unpaid maternity leave shall not suffer a loss of accumulated leave days.
- B. The teacher shall be reinstated to the employee's former position or a position for which she is certified and qualified at the conclusion of the leave.
- C. Teachers granted a disability leave for more than one (1) full semester shall notify the Board no later than sixty (60) days prior to the end of the leave of their intent to return to work.
- D. Leaves for adoption of a child shall begin at a mutually agreed upon time between the Board and the teacher.
- E. Failure to comply with any of these requirements will result in immediate termination of employment.

SECTION SIX:

The Board may grant a leave of absence upon the request of a teacher for reasons of professional development or for other reasons not otherwise herein provided or which are provided for in the Family and Medical Leave Act of 1993. In determining whether to grant any such leave, the Board shall consider:

- A. The past performance of the teacher;
- B. The staffing needs and other requirements of the District;
- C. The length of service of the teacher; and
- D. The purpose or purposes of the leave.

SECTION SEVEN: LEAVE ADMINISTRATION

- A. A teacher shall give the Board notice of his/her desire to be granted a leave as soon as he/she is aware that a leave will be

required so that the Board will have the maximum time to provide for the teacher's absence.

- B. Any leave granted pursuant to this Article shall be agreed to in writing by the Board and the teacher. Each leave agreement which extends for a period of more than ninety (90) calendar days shall require that the teacher notify the Board in writing at least thirty (30) days prior to the termination of the leave that the teacher intends to return. If the teacher fails to give such notice, the teacher shall be considered to have resigned.
- C. A leave granted pursuant to this Article shall not be terminated early without the prior permission of the Board.

**ARTICLE XI
PROFESSIONAL IMPROVEMENT**

SECTION ONE:

A teacher who enrolls in a course within his/her major or minor field and related to his/her instructional responsibilities or a course for which he/she has received prior approval by the Superintendent at an accredited college or university shall receive partial reimbursement for tuition. The amount of tuition reimbursement shall be determined by ninety percent (90%) of the average cost per graduate credit hour from Western Michigan University, Michigan State University, and Spring Arbor University combined as of September 1 for courses taken the following year or ninety percent (90%) of the actual cost, whichever is less. To qualify, the course(s) taken must be beyond the initial eighteen (18) hours required by the Michigan Teacher Certification Code for initial issuance of a Professional Education Certificate. Based upon successful completion of said course(s) the teacher will receive reimbursement by the end of October of the following school year if and only if such teacher is then employed by the District. Proof of the tuition amount and successful completion of the course(s) must be presented by the teacher before payment.

SECTION TWO:

The Board agrees to reimburse teachers for expenses incurred in attending administratively approved conferences in accordance with policies adopted from time to time by the Board.

SECTION THREE:

Both parties recognize the need to involve everyone in a meaningful way in the School Improvement Process.

- A. The equivalent to five professional development days will be scheduled by the District. This time shall be scheduled outside student instructional hours. The building school improvement teams may give input on professional development activities.

- B. Teachers are required to obtain nine (3) hours of professional development during after school sessions in computer training and/or after school professional development sessions approved in advance by the Director of Instruction.

1. The required nine (3) hours of professional development are not eligible for any stipend.
2. Verification of attendance will be submitted by the building principal/instructor within five (5) days of participation.
3. Teachers who do not complete the requisite number of professional development hours as described above shall have their salaries reduced for all hours not completed on the basis of 2/7 of the substitute teacher rate for each hour missed.

ARTICLE XII
STUDENT DISCIPLINE AND TEACHER PROTECTION

SECTION ONE:

Subject to applicable laws, regulations, and District policy a teacher shall have the right to use such physical force as may be authorized by the Board to maintain proper discipline or as may reasonably be necessary to maintain order and control in school or in a school related setting. The teacher shall be furnished legal counsel at the expense of the Board to advise the teacher of the teacher's rights and obligations if such teacher is assaulted by a student, provided that the teacher shall have promptly reported any such assault to the Board. If the teacher is subpoenaed to appear in criminal proceedings arising out of the assault, the time lost shall not be charged against the teacher.

SECTION TWO:

The teacher shall receive from the Board reasonable support and assistance in maintaining control and discipline of students while on the school premises.

SECTION THREE:

A teacher may exclude a student from one class session for behavior or conduct violations related to MCL380.1309 (Snap Suspension). The suspension must be attributable to the student's conduct, which is defined by District policy as behavior justifying suspension from a class. The teacher shall immediately report the suspension and the reason for the suspension to the building principal and send the student to the principal or the principal's designee for appropriate action. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. The building principal shall attend the conference if the teacher or the parent or guardian so requests.

**ARTICLE XIII
PROFESSIONAL COMPENSATION**

SECTION ONE:

The salaries and supplementary compensation of teachers covered by this Agreement are set forth in schedules which are attached hereto and incorporated in this Agreement.

SECTION TWO:

New teaching personnel shall be placed on the appropriate step of the salary schedule on the basis of their degree status. Service credit for previous teaching experience may be granted by the Board.

SECTION THREE:

Probationary teachers who are employed at the beginning of the second semester will be given credit on the salary schedule for the first semester of that year at the beginning of the next school year providing: (1) They are rehired for the same position, and (2) the position is vacant and was not created by a leave of absence.

SECTION FOUR:

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance in accordance with the reimbursable rate allowed under the IRS.

SECTION FIVE:

Retiring certificated teachers who have completed a minimum of ten (10) years of teaching in the District shall be compensated at the rate of thirty-five (\$35.00) dollars per day for unused sick leave days, accumulative up to ninety (90) days.

SECTION SIX: COMPENSATORY TIME

- A. Loss of planning period time will be compensated at:
 - 1. The prorated amount (figured in 1/4 hour increments) of 2/7 of the substitute teacher rate.
 - 2. The prorated amount of the teacher's salary for a

regular extra teaching assignment.

3. Teachers who substitute for any other teacher during planning time may elect compensatory time in lieu of financial compensation. Compensatory time may be accumulated at the rate of one day of accumulated compensatory time for each full day substituted.

B. Compensatory time shall be subject to the following:

1. Compensatory time shall not be taken the day prior to and/or the day following a holiday or vacation period, or during the last two (2) weeks of the school year, unless specifically agreed upon by the Superintendent in advance.
2. Compensatory time may be taken during the current school year or it may be accumulated not to exceed two (2) days. Compensatory hours beyond the accumulated two (2) days shall be compensated prior to the end of the school year prorated at the per hour rate outlined in clause A-1 above. The teacher may elect to be paid for all compensatory time earned at the end of the school year.
3. Requests shall be made three days prior to the desired compensatory day and be subject to the approval of the principal. The principal may deny a compensatory day due to a shortage of substitutes or excessive absenteeism on any given day.

C. Except for an emergency, substituting for another teacher during planning time shall be voluntary.

SECTION SEVEN:

The Superintendent shall determine the need for School Counselors to work beyond the regular school year. The rate of pay for each such day worked shall be a per diem rate equal to their daily rate earned during the regular school year.

SECTION EIGHT:

The Board will pay the employee's contribution for salaries earned into the Public School Employee's Retirement Fund.

SECTION NINE:

Teachers completing requirements for a change in degree status shall notify the Superintendent no later than ten (10) days following the start of the semester. It is the responsibility of the teacher to file an up-to-date transcript or other supporting information with the Superintendent. The salary shall advance to the next step or scale and shall begin the semester following completion of requirements and upon proof submitted by the teacher.

**ARTICLE XIV
PAYROLL DEDUCTIONS**

SECTION ONE:

A teacher shall give the Board a signed authorization to deduct amounts from his/her salary for any of the Board approved purposes which he/she elects; insurance contributions, credit union, etc.

SECTION TWO:

The Board will deduct the regular annual dues or service fees by payroll deductions from the salary of any teacher who authorizes such deductions in writing. Such deductions will be made in ten (10) consecutive installments and remitted to the Association. Written authorization for such dues or service fees deductions shall continue in effect from year to year unless revoked in writing prior to the scheduled opening of the school year.

SECTION THREE:

The Association shall give written notification to the Business Office of the amount of its regular dues and service fees, which are to be deducted from teachers' salaries in the school year under such authorization. The amounts of such deductions shall not be subject to change during the school year.

SECTION FOUR:

The basic compensation, plus additional compensation if any, of a teacher shall normally be paid in twenty-one (21) or twenty-six (26) substantially equal installments at the option of the teacher, provided that the teacher must exercise such option each year by completing a form and submitting it to the Business Office on or no later than the first day of school. If a teacher fails to complete and submit such form in a timely manner, the twenty-six (26) pay option shall be deemed to have been selected. Teachers who select the twenty-six (26) pay option may receive their summer checks in a lump sum at the end of the school year providing they have given the Board a signed statement by May 15 requesting such payment.

SECTION FIVE:

Any regular payroll installment which comes due when school is not in session shall be mailed to the teacher not later than two days before the installment date.

**ARTICLE XV
GRIEVANCE PROCEDURE**

SECTION ONE:

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures.

SECTION TWO:

Nothing contained herein shall be construed to prevent any individual teacher 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 an opportunity to be present at such adjustment.

SECTION THREE:

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services or failure to reemploy any probationary teacher.
- B. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session of 1937 of Michigan as amended).
- C. Assignments under supplementary contracts.

SECTION FOUR: PROCEDURES

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level unless extended by written mutual agreement.

STEP ONE

Within five (5) days of the time a grievance occurs, the teacher will present the grievance to his/her principal during non-working hours with the objective of resolving the matter informally.

Within five (5) days after presentation of a grievance, the principal shall give his/her answer orally to the teacher.

STEP TWO

If the grievance is not resolved at STEP ONE, the teacher must, within five (5) days of receipt of the principal's answer, submit to the principal a signed, written "Statement of Grievance." The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall specify the section(s) of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher with respect to these provisions, shall indicate the relief requested, and shall be signed by the teacher involved. The principal shall give the teacher an answer in writing no later than five (5) days after receipt of the written grievance.

STEP THREE

If the grievance is not resolved at STEP TWO, it must be submitted within five (5) days to the Superintendent or his/her designee. The Superintendent or his/her designee and the aggrieved teacher (representative of the Association if the teacher so desires) shall meet within a reasonable time, not to exceed one (1) week, in an attempt to resolve the matter. The Superintendent shall give the teacher an answer in writing no later than five (5) days after the conclusion of the meeting.

STEP FOUR

If the grievance disposition given at STEP THREE of the written procedure is not considered satisfactory, the grievance may be filed by the Association with the Secretary of the Board with a statement of reasons why it is being pursued within ten (10) days following the date of the disposition in STEP THREE.

STEP FIVE

The Board shall hear the grievance at the next regularly scheduled

Board meeting as long as there is a minimum of ten (10) days to prepare for the hearing. If the Board hearing falls within the "summer months," the Board and the Association shall mutually agree upon a satisfactory date. At the Board hearing, the Board may assign an ad-hoc committee to meet with the Association at a mutually agreeable date and time.

STEP SIX

If the decision of the Board is not satisfactory to the teacher and the Association, the grievance may be submitted for arbitration by written notice by the Association to the Board and The American Arbitration Association within ten (10) days after receipt of the Board's decision.

SECTION FIVE: ARBITRATION

- A. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall govern the arbitration proceedings.
- B. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The arbitrator's decision shall be final and binding on the Association, its members, the teacher(s) involved and the Board.
- C. The fees and expenses of the arbitrator shall be shared equally by the parties.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

SECTION ONE:

This Agreement shall supersede any rules, regulations or practices of the Board and the Association which shall be contrary to or inconsistent with its terms.

SECTION TWO:

Electronic copies of this Agreement shall be provided to all teaching staff.

SECTION THREE:

Supervision by a teacher of a student teacher shall be voluntary.

SECTION FOUR: Student Records

- A. Teachers will record absences accurately within the first ten minutes of each scheduled class at the middle school and high school. Teachers at the elementary school will record absences accurately at the beginning of each morning and afternoon (defined by principal)
- B. Teachers will update their grade book weekly with student assignments. Each building principal will determine when grades are due to be updated each week.

SECTION FIVE:

The provisions of this Agreement, including wages, hours and conditions of employment, shall be applied in a manner which is not arbitrary, inconsistent or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status, except as otherwise permitted by applicable law, rules or regulations.

SECTION SIX:

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Board and the Association. 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 toward insuring that the energy of the teacher is primarily utilized to this

end.

SECTION SEVEN:

All classrooms, halls, lavatories, and lunchrooms shall be kept in clean and sanitary conditions. These areas will be kept stocked with normal supplies.

SECTION EIGHT:

The Board may require a teacher to receive a physical and/or mental examination upon initial employment and, for reasonable cause, may also require an experienced teacher to receive a physical and/or mental examination:

- A. To determine the existence of any conditions which might impair the ability of the teacher to properly discharge the teacher's professional duties;
- B. To determine the existence of any condition which might be detrimental to the health or safety of the students or other persons. Any such requirements by the Board directed to a teacher in the employment of the Board shall be in writing and include a statement of the reasons therefore.
- C. If the Board shall require a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to the Board.

SECTION NINE:

Any written notice pursuant to this Agreement shall be deemed to have been received five (5) days following its deposit in the United States Mail, postage prepaid, when addressed as follows:

- A. Board Office of the Superintendent
 Union City Community Schools
 430 St. Joseph
 Union City, MI 49094
- B. MEA Uniserve Director
 Michigan Education Association
 424 Riverside Drive
 Battle Creek, MI 49015

- C. U.C.E.A President, U.C.E.A.
Union City Community Schools
430 St. Joseph
Union City, MI 49094

- D. Teacher As set forth in the records of the Board or to
such other address as a party, the Association or
a teacher shall hereafter furnish in writing.

**ARTICLE XVII
DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective July 1, 2011, and continue in effect through June 30, 2013.

UNION CITY EDUCATION ASSOCIATION-MEA-NEA

_____	_____
President	Date

_____	_____
Bargaining Chair	Date

UNION CITY COMMUNITY SCHOOLS

_____	_____
Board President	Date

_____	_____
Superintendent	Date

SCHEDULE "A"
Salary Schedule
2011 - 2012

*Employees are frozen at wages, steps and longevity from 2010-11. Anyone changing columns will be paid for these in 2011-12.

Step	BA	BA+18	MA
1	33437	34856	36167
2	34930	36413	37991
3	36424	37970	39816
4	37916	39526	41638
5	39410	41084	43462
6	40902	42642	45286
7	42396	44199	47109
8	43889	45755	48935
9	45382	47312	50759
10	46876	48870	52582
11	48369	50428	54406
12	49863	51985	56229
13	51354	53541	58053
14	52848	55099	59877
15	54341	56656	61701

Teachers who were at Step 15 (BA+18 & MA columns) the previous year will receive \$1,500 annually in addition to their schedule rate.

Teachers who have been at Step 15 (BA+18 & MA columns) for the previous 5 years will receive \$1,850 annually in addition to their schedule rate.

Teachers who have been at Step 15 (BA+18 & MA columns) for the previous 10 years will receive \$2,200 annually in addition to their schedule rate.

Schedule "A"
Salary Schedule
2012-13

Step	BA	BA+18	MA
1	33939	35379	36710
2	35454	36959	38561
3	36970	38540	40413
4	38485	40119	42263
5	40001	41700	44114
6	41516	43282	45965
7	43032	44862	47816
8	44547	46441	49669
9	46063	48022	51520
10	47579	49603	53371
11	49095	51184	55222
12	50611	52765	57072
13	52124	54344	58924
14	53641	55925	60775
15	55156	57506	62627

Teachers who were at Step 15 (BA+18 & MA columns) the previous year will receive \$1,500 annually in addition to their schedule rate.

Teachers who have been at Step 15 (BA+18 & MA columns) for the previous 5 years will receive \$1,850 annually in addition to their schedule rate.

Teachers who have been at Step 15 (BA+18 & MA columns) for the previous 10 years will receive \$2,200 annually in addition to their schedule rate.

SCHEDULE "B"
Supplemental Compensation Schedule: GENERAL

Compensation for Extra Duties shall be based on the first step of the B.A. Salary Schedule.

A. HIGH SCHOOL		Percentage of B.A. Schedule
+1.	Instrumental Music 5-12	12.0
2.	Flag Corps	3.0
3.	National Honor Society	1.5
4.	Student Council	3.0
5.	Class Advisor	
	9-10th Grade	2.0
	11-12th Grade	3.0
6.	Quiz Bowl	1.0
+7.	Yearbook	6.5
8.	Youth in Government Advisor	3.0
B. MIDDLE SCHOOL		
1.	Cheerleader Advisor	3.0
2.	Yearbook	4.0
3.	Quiz Bowl	1.0
4.	Student Activities Advisor	2.0
5.	Youth in Government Advisor	2.0
C. ELEMENTARY SCHOOL		
1.	Safety Patrol	2.0
+2.	Vocal Music	3.0
3.	GSRP Grant Coordinator	10.0
D. + BUILDING TECHNOLOGY SPECIALISTS		13.5
E. +	HIGH SCHOOL COUNSELOR	12.0
+	MIDDLE SCHOOL COUNSELOR	6.0

* The per hour pay rate will be the same as substituting for a class during a conference period (Article XIII, Section 6, Clause A-1).

+ The steps for these instructional positions will be determined by years of experience. The steps of experience will be capped at step three (3).

SCHEDULE "B"
Supplemental Compensation Schedule: ATHLETICS

Compensation for Athletics shall be based on the B.A. Salary Schedule. The step will be determined by the number of years of continuous experience in that sport at Union City, except that additional steps may be granted for previous experience by the Superintendent. The steps of experience will be capped at step seven (7).

A.	HIGH SCHOOL	Percentage of B.A. Schedule
	Football	
	Head Coach	13.5
	Junior Varsity	9.5
	Assistant Varsity	9.5
	Assistant Varsity	9.5
	Asst. Junior Varsity	9.5
	Asst. Junior Varsity	9.5
	Basketball	
	Head Coach (B)	13.5
	Junior Varsity (B)	9.5
	Head Coach (G)	13.5
	Junior Varsity (G)	9.5
	Cheerleading	
	Varsity/Junior Varsity	9.5
	Wrestling	
	Head Coach	13.5
	Assistant	9.5
	Volleyball	
	Head Varsity	13.5
	Junior Varsity	9.5
	Track	
	Head Coach (B)	13.5
	Head Coach (G)	13.5
	Assistant (B)	9.5
	Assistant (G)	9.5
	Baseball/Softball	
	Head Varsity (B)	13.5
	Head Varsity (G)	13.5
	Junior Varsity (B)	9.5
	Junior Varsity (G)	9.5
	Cross Country	12.0
	Golf	9.5
B.	MIDDLE SCHOOL	
	Head Coaches	7.5

The aforesaid Supplemental Compensation Schedule shall be subject to the following terms and conditions:

- A. Work performed under a supplementary contract is not subject to tenure. Assignment of individual teachers to supplemental duties is discretionary with the Board and subject to renewal each year. All coaching position shall be posted each year.
- B. The Board agrees to give full and equal consideration to present bargaining unit members in all coaching vacancies covered by this Agreement in which they have expressed an interest. Vacancies shall be filled with the "preferred candidate for the job" based on qualifications, relevant experience and the competency of the applicant.
- C. All persons engaged in coaching activities under Schedule "B" must have Michigan High School Athletic Association (MHSAA) "PACE" certification, successful completion of levels one and two of the Coaches Advancement Program or comparable training dealing with injury treatment, intervention, rehabilitation, prevention and conditioning, before undertaking their coaching responsibilities; however a person new to coaching may obtain such certification during his/her first year of coaching.
- D. **All positions listed in Schedule "B" may not be filled each work year.**
- E. The Board has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of this Agreement.
- F. The Athletic Director will evaluate each Coach annually. Each written evaluation of a Coach's job performance shall be based on at least an accumulated total of thirty (30) minutes of observation.
- G. Following each written evaluation, the Athletic Director and Coach will schedule and hold an evaluation conference. The evaluation shall be signed by both the Coach and the Athletic Director.

SCHEDULE "C"
FRINGE BENEFITS

A. The District, for a twelve month period (September 1 - August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during open enrollment (or upon hire, as allowed by the carrier). The decision shall be irrevocable for that school year unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 Plan developed and administered by the District.

B. Plan A (employee plan including health insurance).

The following insurance plan will be provided to full-time employees (and their eligible dependents) who have a need for health insurance.

1. Health
 - Blue Cross/Blue Shield: Flex Blue Plan 4 HRA (Health Reimbursement Account)
 - Rider FB-OCSM-24 (Chiropractic)
 - Rider FB-RM100 and FB-PC500M (Preventative)
 - a. Deductibles: (Reimbursed By District)
 - b. \$5 co-pay on all prescription drugs.
2. Dental-Coverage Description Attached
3. Vision-Coverage Description Attached
4. Negotiated Life-\$30,000

C. Plan B (employee plan when health insurance is not needed)

The following insurance plan will be provided to full-time employees (and their eligible dependents) who do not have need of health insurance.

1. Dental-Coverage Description Attached
2. Vision-Coverage Description Attached
3. Negotiated Life -\$40,000 (Teacher Only)
4. A cash stipend of \$240 each pay per contract year. By entering into a salary reduction agreement, the cash amount (less employee FICA and any applicable withholding) may, at the election of the teacher, be applied toward any nontaxable

insurance option offered by the District pursuant to Section 125 of the Internal Revenue Code or applied all or in part to a tax-deferred annuity offered by the District pursuant to Section 403b of the Internal Revenue Code. Any teacher who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

- D. Part-time employees may elect to enroll in Plan A or Plan B above during the specified open enrollment period(s):
 - 1. Plan A: Part-time employees will be eligible for the District premium contributions prorated per the participant's work schedule. The deductible will be prorated per the participant's work schedule. The participating employee will be responsible for payment of any additional premium amounts which may be payroll deducted. Any premium amounts not payroll deducted will be remitted by the teacher as a condition of continued participation and enrollment.
 - 2. Plan B: Part-time employees will be eligible for the District cash stipend or nontaxable insurance options as outlined above in Clause C prorated per the participant's work schedule.
- E. The employee's premium obligation for the insurance plan specified in Clause B of this Article shall be \$20.00 per pay. Part time employees' premium obligation will be prorated per the participant's work schedule. Any premium amount not payroll deducted will be remitted by the teacher as a condition of continued participation and enrollment. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.
- F. The health plan specifications in any coverage in this Article shall not include coverage for abortion services which the District is prohibited from funding under Section 166d of the 1997-98 State Aid Act or its successor provision.
- G. Employees newly hired by the District shall be eligible for insurance coverage upon acceptance by the insurance carriers of the written application. Employees who are separating from the District prior to working their required number of contractual days or due to

retirement will have their District paid premiums discontinued the first day of the month following the effective date of separation. Teachers who complete a full contractual year shall have premiums paid on their behalf through August 31, except for separations due to retirement.

- H. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board. Disputes over policy coverage between the insurance carrier(s) and employees or their beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the employee and the insurance company.
- I. The Association will cooperate with the Board to discourage insurance coverage that will result in double coverage with no reasonable benefit to the insured.

SCHOOL CALENDAR 2011-2012

August	25	Thur.	New Teacher Orientation
	26	Fri.	New Teacher Orientation
	29	Mon.	Staff Orientation a.m./ Professional Development
	30	Tues.	Professional Development Day (MS/HS Open House)
	31	Wed.	Professional Development Day (ES Open House)
September (19)	6	Tues.	1st Day For Students
October (20)	18	Tue.	P/T Conferences p.m./evening - H.S.
	20	Thur.	P/T Conferences p.m./evening - H.S.
	24	Mon.	Professional Development-No School For Students
November (20)	4	Fri.	End of First Marking Period
	8	Tue.	P/T Conferences p.m./evening - Elem./M.S.
	10	Thur.	P/T Conferences p.m./evening - Elem./M.S.
	23	Wed.	1/2 Day Students
	24	Thur.	No School - Thanksgiving Break
	25	Fri.	No School - Thanksgiving Break
December Day (15)	21	Wed.	1/2 Day Students - Holiday Break Begins at End of
January (19)	4	Wed.	School Resumes
	16	Mon.	Professional Development Day-No Students
	20	Fri.	1/2 Day Students-End of 1st Semester (Staff
Records)	23	Mon.	Second Semester Begins
February (20)	17	Fri.	1/2 Day Students - Mid Winter Break Begins
	20	Mon.	No School - Mid Winter Break
	28	Tue.	P/T Conferences p.m./evening – Elem/M.S.
March (22)	1	Thu.	P/T Conferences p.m./evening – Elem/M.S.
	6	Tue.	P/T Conferences p.m./evening - H.S.
	8	Thu.	P/T Conferences p.m./evening - H.S.
	30	Fri.	1/2 Day Students Spring Break – End of 3 rd Marking Period
April (16)	9	Mon.	School Resumes
May (22)	28	Mon.	No School - Memorial Day
June (5)	7	Thu.	1/2 Day Students – Last Day of School

*3 hours of professional development will be done individually outside of the instructional day.

SCHOOL CALENDAR 2012-2013

August	23	Thur.	New Teacher Orientation
	24	Fri.	New Teacher Orientation
	27	Mon.	Staff Orientation a.m./ Professional Development
	28	Tues.	Professional Development Day (MS/HS Open House)
	29	Wed.	Professional Development Day (ES Open House)
September (19)	4	Tues.	1st Day For Students
October (23)	16	Tue.	P/T Conferences p.m./evening - H.S.
	18	Thur.	P/T Conferences p.m./evening - H.S.
November (20)	2	Fri.	End of First Marking Period
	6	Tue.	P/T Conferences p.m./evening - Elem./M.S.
	8	Thur.	P/T Conferences p.m./evening - Elem./M.S.
	21	Wed.	1/2 Day Students
	22	Thur.	No School - Thanksgiving Break
	23	Fri.	No School - Thanksgiving Break
December (15)	21	Fri.	1/2 Day Students - Holiday Break Begins at End of Day
January (18) Records)	7	Mon.	School Resumes
	18	Fri.	1/2 Day Students-End of 1st Semester (Staff
	21	Mon.	Professional Development
	22	Tue.	Second Semester Begins
February (19)	15	Fri.	1/2 Day Students - Mid Winter Break Begins
	18	Mon.	No School - Mid Winter Break
	26	Tue.	P/T Conferences p.m./evening – Elem/M.S.
	28	Thu.	P/T Conferences p.m./evening – Elem/M.S.
March (20)	5	Tue.	P/T Conferences p.m./evening - H.S.
	7	Thu.	P/T Conferences p.m./evening - H.S.
	28	Thu.	Spring Break Begins (End of Day) – End of 3 rd Marking Period
April (17)	8	Mon.	School Resumes
May (22)	27	Mon.	No School - Memorial Day
June (5)	7	Fri.	1/2 Day Students – Last Day of School

*9 hours of professional development will be done individually outside of the instructional day.

MICHIGAN PROFESSIONAL EDUCATOR'S CODE OF ETHICS

Preamble: Society has charged public education with trust and responsibility that requires of professional educators the highest ideals and quality service.

The Michigan State Board of Education adopts this Code of Ethics to articulate the ethical standards to which professional educators are expected to adhere in their job performance. (Approved, December 2003)

Ethical Standards: The following ethical standards address the professional educator's commitment to the student and the profession.

1. Service Toward Common Good

Ethical Principle: The professional educator's primary goal is to support the growth and development of all learners for the purpose of creating and sustaining an informed citizenry in a democratic society.

2. Mutual Respect

Ethical Principle: Professional educators respect the inherent dignity and worth of each individual.

3. Equity

Ethical Principle: Professional educators advocate the practice of equity. The professional educator advocates for equal access to educational opportunities for each individual.

4. Diversity

Ethical Principle: Professional educators promote cross-cultural awareness by honoring and valuing individual differences and supporting the strengths of all individuals to ensure that instruction reflects the realities and diversity of the world.

5. **Truth and Honesty**

Ethical Principle: Professional educators uphold personal and professional integrity and behave in a trustworthy manner. They adhere to acceptable social practices, current state law, state and national student assessment guidelines, and exercise sound professional judgment.

Code of Ethics of the Education Profession

(As adopted by the Representative Assembly of the National Education Association, July 1975)

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, the devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

Principle I. Commitment to the student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

Principle II. Commitment to the profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist a non-educator in the unauthorized practice of teaching;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague;
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

Adherence to the code

Excerpted from the National Education Association Constitution:

Article II, Section 2, b.

Members engaged in teaching or in other educational work shall adhere to the Code of Ethics of the Education Profession.