

MASTER AGREEMENT

Between the

UNION CITY COMMUNITY SCHOOLS

And the

UNION CITY EDUCATION ASSOCIATION,  
MEA/NEA

2019-2022

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## COLLECTIVE BARGAINING AGREEMENT

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

### ARTICLE 1 PURPOSE AND RECOGNITION

#### SECTION ONE: PURPOSE

The general purpose of this Agreement is to set forth the terms and conditions of employment for bargaining unit employees and to promote efficient and productive labor relations for the benefit of the students, the public, the Board, and bargaining unit employees 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 2 CONTRACT INTERPRETATION

#### SECTION ONE: SEVERABILITY

This Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision is 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(s) of this Agreement.

#### SECTION TWO: DEFINITIONS

Except as otherwise expressly provided in this Agreement, the following words and phrase 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.
- 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:

A. **Captions:**

Captions are included only for convenience of reference and shall not modify the Agreement's provisions

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 Agreement in effect at the time such benefit is claimed. 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 Agreement's provisions.

<b>ARTICLE 3 BOARD RIGHTS</b>
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**SECTION ONE:**

The Board, on its own behalf and on behalf of the electors of the District, 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 foregoing, the right to:

- A. The executive management and administrative control of the District and its properties and facilities and the activities of its employees.
- B. 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. 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. 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. Determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees, and non-teaching activities 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 this Agreement, and then only to the extent such terms conform 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.

<b>ARTICLE 4</b> <b>ASSOCIATION RIGHTS AND RESPONSIBILITIES</b>
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## **SECTION ONE: ASSOCIATION RIGHTS**

To facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth in the Agreement 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 mailboxes 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 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 shall inform the Association within 10 days of the Board's knowledge of any changes in the status of all bargaining unit members, such as new hires, terminations, resignations, retirements, leave of absences, layoffs etc.
- F. 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.
- G. 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 RESPONSIBILITIES**

- A. The Association 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 (*i.e.*, Jeans Day, etc.).
- C. The Association shall promptly notify the Board in writing, on or before September 20<sup>th</sup> 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.

\*The parties agree that Article 4 Section 2 has been removed from the UCEA collective bargaining agreement of 2011-13. This is in compliance with MI PA 349 of 2012. If this Public Act is invalidated by Legislative, Judicial or other action, the parties agree that Article 4 Section 2 of the agreement shall be reinstated as it appeared in the UCEA collective bargaining agreement of 2011-13.

<b>ARTICLE 5</b> <b>TEACHER RIGHTS AND RESPONSIBILITIES</b>
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**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 as 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. Mentors:**

1. Pursuant to Section 1526 of the Revised School Code 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 prior to assignment. A probationary teacher may request a different mentor at any point as long as the mentor meets the following requirements.
2. The Mentor teachers selected shall have the following qualifications:
  - a. He/she shall be a teacher for Union City Community Schools.
  - b. He/she shall have achieved tenured status with the Board.
  - c. He/she shall have been rated effective or better for the two (2) most current, consecutive evaluation cycles.
3. The mentor teacher selected shall consent to the appointment. The appointment shall be for one (1) school year. Should no teacher accept the assignment, the board may appoint, with input from the Association, an outside mentor.
4. The mentor teacher shall assist the probationary teacher during the term of the appointment. The mentor teacher's role shall be formative.
5. The District shall pay all costs incurred and provide released time without loss of pay to the teacher to attend approved training. Mileage and meals costs shall be in accordance with Board Policy #3440.
6. If 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.

**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.

**B. 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).

**C. Employee Cooperation:**

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

<b>ARTICLE 6</b> <b>TEACHING HOURS AND CLASS LOADS</b>
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**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 for 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 before 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.
4. When feasible/where applicable in the district the daily schedule will alternate between AM and PM schedule on half days.

**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 (1) 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. Staff meetings will not be held the week of conferences. There will be no more than three (3) mandatory meetings per month. In case of emergencies, mandatory staff meetings can be called at any time. It is the responsibility of the administration to give two (2) days prior notification for all mandatory meetings going beyond the regular school day. Agendas and goals for staff meetings shall be distributed to the teachers at least one day prior to the staff meeting. Open houses shall be limited to one and one half (1.5 hours).

\*This section takes effect at the beginning of the 2017-18 school year.

#### **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:**

If 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. 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 Education Program Team, 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' Individualized Education Program (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 Team 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 Team may request the Team 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.

<b>ARTICLE 7</b> <b>QUALIFICATIONS AND ASSIGNMENTS</b>
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**SECTION ONE:** 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.

**SECTION TWO:**

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 qualified employees. 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 THREE:**

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

**SECTION FOUR:**

All teachers shall have a current teaching certificate on file in the Superintendent's Office or letter from the Michigan Department of Education indication that all requirements have been met and that the certificate is forthcoming.

**SECTION FIVE:**

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 SIX:**

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.

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 within the District.

**SECTION SEVEN:**

Teachers who requests 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.

**ARTICLE 8  
SENIORITY AND QUALIFICATIONS**

**SECTION ONE: SENIORITY LIST**

The Board shall furnish the Association an up-to-date seniority list on or before December 1st of each contract year. 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 TWO: 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.
- 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. This provision is subject and subordinate to all applicable laws and regulations including the Teachers' Tenure Act.

<b>ARTICLE 9 COMPENSABLE LEAVES</b>
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## **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 District's employ 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 one hundred sixty- five (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 (spouse, child, parent) not to exceed five (5) days per school year.
  - 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 Agreement, which days shall not be cumulative. If the request is not received before three (3) 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 before and/or the day after a holiday or vacation period, unless specifically agreed upon by the Superintendent in advance or the request is for attending a child's school activity. Any request to attend a child's school activity will be done no less than two (2) days before the day of the absence and will be taken in ½ day increments. This leave will be capped at six (6) employees unless waived by the Superintendent.
- 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 for 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 designee before the scheduled date of jury duty. 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 District designated reporting system. 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 for notification may be extended. If an emergency exists, the teacher 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 Association members to donate sick time to any bargaining employee that has exhausted their accumulated sick time due to an extended personal or family illness. These donated sick time circumstances will be handled on a case-by-case basis.

<p><b>ARTICLE 10</b> <b>LEAVE OF ABSENCE WITHOUT PAY</b></p>
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**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 unless the teacher has been placed on lay-off. 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 uniformed services of the United States shall be granted a uniformed services 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 before 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 for a medical emergency.

**SECTION FIVE:**

Any teacher who goes on disability leave in accordance with the Family Medical Leave Act shall be subject to the following provisions.

- A. Teachers returning from an unpaid maternity leave shall not suffer a loss of accumulated leave days.
- B. Unless placed on layoff, the teacher shall be reinstated to 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 before the end of the leave of their intent to return to work.

**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. In determining

whether to grant any such leave, the Board shall consider:

- A. The teacher's past performance;
- B. The staffing needs and other requirements of the District;
- C. The teacher's length of service; and
- D. The purpose(s) 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 before 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.

<p><b>ARTICLE 11</b> <b>PROFESSIONAL IMPROVEMENT</b></p>
--

**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 Board policies.

**SECTION THREE:**

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

- A. The equivalent to five (5) 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. Where possible or appropriate, scheduled professional development shall qualify for DPPD according to State Guidelines.

**SECTION FOUR:**

Coaches and teacher will be allowed to use professional development time to attend conferences. These will be subject to the prior approval of the building principal or athletic director depending on the type of professional development.

**ARTICLE 12  
STUDENT DISCIPLINE AND TEACHER PROTECTION**

**SECTION ONE:**

Subject to applicable laws, regulations, and District policy a teacher shall have the right to use such reasonable physical force to maintain proper discipline or as may reasonably be necessary to maintain order and control in school or in a school related setting as permitted by law.

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 promptly reported any such assault to the Board. If the teacher is subpoenaed to appear in criminal proceedings arising out of the assault, the teacher's time absent from work 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 conference regarding the suspension. The building principal shall attend the conference if the teacher or the parent or guardian so requests. A teacher implementing a snap suspension must comply with all requirements of Section 1309 of the Revised School Code, as well as related Board Policy.

<p><b>ARTICLE 13</b> <b>PROFESSIONAL COMPENSATION</b></p>
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**SECTION ONE:**

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

**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 3/8 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 (1) day of accumulated compensatory time for each full day substituted.

B. Compensatory time shall be subject to the following:

1. No teacher will receive compensation nor take a personal business day the day before and/or the day after a holiday or vacation period, unless specifically agreed upon by the Superintendent in advance if the request is for attending a child's school activity. Any request to attend a child's school activity will be done no less than two days before the day of the absence and will be taken in ½ day increments. This will be capped at six (6) employees unless a waived by the superintendent.
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 before 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 (3) days before 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 Michigan 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 teacher's responsibility 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.

<p><b>ARTICLE 14</b> <b>PAYROLL DEDUCTIONS</b></p>
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**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, e.g., insurance contributions, credit union.

**SECTION TWO:**

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 teacher's option, 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.

<b>ARTICLE 15</b> <b>GRIEVANCE PROCEDURE</b>
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**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 Michigan Teachers' Tenure Act.
- 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 (a) name the teacher involved, (b) state the facts giving rise to the grievance, (c) specify the section(s) of this Agreement alleged to be violated by appropriate reference, (d) state the contention of the teacher as to these provisions, (e) indicate the relief requested, and (f) 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. If the resolution of a specific grievance affects other employees, the resolution will apply to all affected employees.

### **STEP THREE**

If the grievance is not resolved at STEP TWO, it must be submitted within five (5) days to the Superintendent or designee, who shall meet with the aggrieved teacher (representative of the Association if the teacher so desires) within a reasonable time, not to exceed 10 days, 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**

- 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 bargaining unit employees, the teacher(s) involved, and the Board. The arbitrator shall have no authority to decide any grievance which encompasses a prohibited bargaining subject. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act. MCL 691.1681, *et seq.*
- C. The arbitrator's fees and expenses shall be paid by the losing party of the grievance.

<b>ARTICLE 16</b> <b>MISCELLANEOUS PROVISIONS</b>
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#### **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 (10) 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:**

This Agreement shall be applied in a manner which is not arbitrary, inconsistent or discriminatory and without regard to race, religion, color, national origin, age, sex, gender, sexual orientation, height, weight, familial, 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 ensure 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 requires 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             UniServ Director  
Michigan Education Association  
77 S. 20<sup>th</sup> Street, Suite 101  
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 furnish in writing.

**SECTION TEN:**

Teachers will have keys that allow them access to the entrance of their assigned building. They will also have keys that provide them access to their primary work area.

**SECTION ELEVEN:**

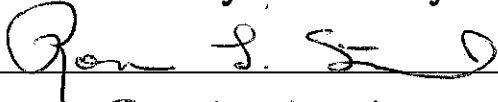
An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as

provided in that Act.

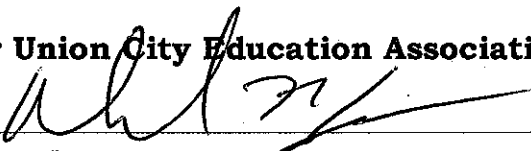
**DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective July 1, 2019, and continue in effect through June 30, 2022.

**For Union City Community Schools**

  
ITS Superintendent  
Date 1/2/2020

**For Union City Education Association SCEA/MEA/NEA**

  
ITS PRESIDENT  
Date 12/16/19

\*Three (3) year agreement with a reopener for wages and insurance in years; 2020-2021, 2021-2022. The district and the association agree to look at the September Area Purchasing Agreement insurance rates for 2020-2021.



**SCHEDULE "A"**  
**Salary Schedule**  
**2019-2020**

Steps +\$300 to step 15

Step	BA	BA 18	MA
1	\$35,580	\$37,089	\$38,485
2	\$37,168	\$38,746	\$40,425
3	\$38,758	\$40,403	\$42,367
4	\$40,345	\$42,058	\$44,307
5	\$41,935	\$43,716	\$46,247
6	\$43,523	\$45,374	\$48,187
7	\$45,113	\$47,031	\$50,128
8	\$46,700	\$48,686	\$52,071
9	\$48,290	\$50,343	\$54,011
10	\$49,880	\$52,001	\$55,952
11	\$51,469	\$53,658	\$57,892
12	\$53,058	\$55,317	\$59,831
13	\$54,644	\$56,971	\$61,773
14	\$56,235	\$58,629	\$63,714
15	\$58,123	\$60,587	\$65,955

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.

Should the district's combines funding of categorical and per pupil funding allowance increase between one hundred (\$100) dollars to one hundred fifty (\$150) dollars the district will grant a half step and lanes for the 2019-20 school year. Should the district's per pupil funding allowance increase be greater than one hundred seventy (\$170) dollars the district will grant steps and lanes for the 2019-2020 school year.

Should the fall 2019 per pupil FTE be one thousand twenty-five (1025) students or greater the district will grant a one (1) percent on schedule pay increase. The district may at its discretion grant steps, lanes, or 1% on schedule increase.

Both sides agree to withdraw all outstanding proposals.

<p><b>SCHEDULE "B"</b>  <b>Supplemental Compensation Schedule: GENERAL</b></p>
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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
	 D. + HIGH SCHOOL COUNSELOR	12.0
	+ MIDDLE SCHOOL COUNSELOR	6.0

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

<b>SCHEDULE "B"</b> <b>Supplemental Compensation Schedule: ATHLETICS</b>
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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). Provided that the employee has furnished the district with all pertinent paperwork and the district shall provide a contract with the following; Sport, Compensation, the two (2) dates of equal payment no later than two (2) weeks of the season's start.

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		
	Competitive Cheer	4.5	
	Football Sideline	3.0	
	Basketball Sideline	2.5	
	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  
Ass't Coaches 4.5

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

- A. Assignment of individual teachers to supplemental duties is discretionary with the Board and subject to renewal each year. All coaching positions 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 not to exceed the "hard cap" limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 *et seq.*, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages (Family, Two-Person, Individual, or Plan B) during open enrollment (or upon hire, as allowed by the carrier). The cost above the hard cap for each plan will not be smoothed across employees. Differing plan costs above the hard cap will be the responsibility of the respective member taking that insurance plan. 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
  - SIMPLY BLUE PPO/HAS PROCARE RX \$3250/\$6250Deductible
  - Rider FB-OCSM-24 (Chiropractic)
  - Rider FB-RM100 and FN-PC500M (Preventative)
    - a. Deductibles: (Reimbursed By District)
    - b. \$5 co-pay on all prescription drugs.
2. Dental-Set-Seg Self Funded(Coverage Attached)
3. Vision-Set-Seg Self Funded (Coverage Attached)
4. Negotiated Life-\$40,000

- 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  
To bargaining unit employees electing to forego insurance coverage provided by the District. These amounts will be paid in twenty-six (26) equal installments. By entering into a salary reduction agreement, the cash amount (less employee FIVA 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.
- 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 pro-rated 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 any amount above the "hard cap" amount limitation under the Publicly Funded Health Insurance Limitation Act, MCL 15.561, et. seq. This obligation will be deducted in twenty-six (26) equal installments. Part time employees' premium obligation will be pro-rated per the participant's work schedule. All insurance premium obligations will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.
- F. 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 before 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.

- G. 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.
  
- H. The Association will cooperate with the Board to discourage insurance coverage that will result in double coverage with no reasonable benefit to the insured.

<b>SCHOOL CALENDAR 2019-2020</b>
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August	15	Thu.	New Teacher Orientation
(7)	16	Fri.	New Teacher Orientation
	19	Mon.	Staff Day (1/2) Professional Development (1/2)
		Open Houses:	ES (5:00-6:30), MS (5:30-7:00), HS (6:00-7:30)
	20	Tue.	Professional Development
	21	Wed.	1st Day For Students
	30	Fri.	No School
September	2	Mon.	No School (Labor Day)
(20)			
October	1	Tue.	P/T Conferences p.m./evening – H.S.
(23)	3	Thu.	P/T Conferences p.m./evening – H.S.
	8	Tue.	P/T Conferences p.m./evening – M.S.
	10	Thu.	P/T Conferences p.m./evening – M.S.
	18	Fri.	End of First Marking Period
	22	Tue.	P/T Conferences p.m./evening – E.S.
	24	Thu.	P/T Conferences p.m./evening – E.S.
	25	Fri.	1/2 Students/*PM Professional Development
November	27	Wed.	Student Half Day
(19)	28	Thu.	No School – Thanksgiving Break
	29	Fri.	No School – Thanksgiving Break
December	20	Fri.	1/2 Day Students-End of
(15)			
January	6	Mon.	School Resumes-Second Semester Begins
(19)	20	Mon.	Professional Development
February	14	Fri.	1/2 Day Students
(19)	17	Mon.	No School – Mid Winter Break
	18	Tue.	P/T Conferences p.m./evening – E.S.
	20	Thu.	P/T Conferences p.m./evening – E.S.
	25	Tue.	P/T Conferences p.m./evening – M.S.
	27	Thu.	P/T Conferences p.m./evening – M.S.
March	3	Tue.	P/T Conferences p.m./evening – H.S.
(21)	5	Thu.	P/T Conferences p.m./evening – H.S.
	12	Thu.	End of Third Marking Period
	13	Fri.	Professional Development
April	3	Fri.	1/2 Day for Students/Spring Break Begins
(17)	13	Mon.	School Resumes
May	25	Mon.	No – School Memorial Day
(20)	29	Fri.	1/2 Day-Last Day of School

84 First Semester      96 Second Semester      180 Student Days  
5 Professional Development Days (\*Six hours flexible scheduled PD-PLC)



## 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 judgement.

## **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; law;
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.