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6/30/99

AGREEMENT

Between

UNION CITY COMMUNITY SCHOOLS

And

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/UCEA-MEA-NEA

1996-99

Union City Community Schools

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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 **SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION**, (hereinafter called "SCUBA");

WITNESSETH:

ARTICLE I PURPOSE AND RECOGNITION

Section 1. 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 2. The Board recognizes SCUBA as the sole and exclusive collective bargaining representative for all K-12 certified teachers, professional adult education teachers, librarians, and counselors, but excluding substitute teachers, teacher aides and all other employees.

ARTICLE II CONTRACT INTERPRETATION

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.

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

1. **Association** means the Union City Education Association.
2. **Classification** means either K-12 teachers or professional adult education teachers. There shall be a separate seniority list with separate seniority for each classification.
3. **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 excluding holidays and weekends.
4. **Emergency** means a sudden and unforeseen combination of circumstances.

5. **Party** means the Board or SCUBA.
 6. **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.
 7. **Professional Adult Education Teacher** means a certified and qualified teacher who is assigned to work with high school completion students during or outside of the regular school day.
 8. **Teacher** means a member of the bargaining unit. Reference to male teachers shall include female teachers.
 9. **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 guidance counselors.
- B. General Interpretation. This Agreement shall be interpreted in accordance with the following understandings, namely:
1. **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
 2. **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.
 3. **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'S RIGHTS

Section 1. 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 2. 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 General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education and accreditation standards established by the University of Michigan, the North Central Association of Colleges and Secondary Schools and the State of Michigan.

ARTICLE IV ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. 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 to 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 typewriters, duplicating machines, and audio-visual 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 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 SCUBA and the Association on teacher's lounge bulletin boards only, provided that where no teacher's lounge 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 School District, tentative budgetary requirements and allocations. The Association agrees that requests for such information will be made in writing through its president or someone designated by him, and that 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 offices of the School.
- 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 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 2. Association Security. 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:

- (a) Become a member of the Association,
- (b) Pay to the Association a representation fee in an amount equal to the regular dues of the Association, or
- (c) Pay an alternative fee determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures dated April 13, 1989.

Teachers employed other 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.

- A. In the event that a teacher shall not pay such Representation Benefit Fee or alternative fee directly to the Association or authorize payment through payroll deductions as provided in

paragraph B, 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 re-negotiate this section.

- B. Upon written authorization by a teacher or pursuant to paragraph A, 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.
- C. 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.

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 3. 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 the importance of teachers' dress projecting a favorable image of the teaching profession.
- C. SCUBA 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 SCUBA.
- D. SCUBA 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 express 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 SCUBA or Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of SCUBA 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 presence to the building principal's office.

ARTICLE V TEACHER RIGHTS AND RESPONSIBILITIES

Section 1. 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. Except for the Community Learning Center, one (1) area/facility designated for use as a teachers' lounge. Any such lounge shall be "smoke free". A designated smoking area shall be provided in each building other than the Community Learning Center.
 3. Telephone facilities for professional use only except for local calls or non-local calls not charged to the School. It is understood and agreed that if, as a consequence of the imposition of per call charges by GTE effective June 1, 1993, the employer determines that the monthly increase is excessive, the parties agree to reopen this provision on or after January 1, 1994, with a view to negotiating mutually agreeable cost containment measures.
- 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 the second prior to April 1.
- Pursuant to Section 1526 of the School Code of 1976, each probationary teacher 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.

The Mentor teachers selected shall have the following qualifications:

1. He/she shall be a member of the teachers' bargaining unit;
2. He/she shall have achieved tenured status with the Board of Education;
3. He/she shall have been rated satisfactory or better for the two most current, consecutive evaluation cycles.

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.

The mentor teacher shall assist the probationary teacher during the term of the appointment. The mentor teacher's role shall be formative.

Within twenty (20) school days of the start of school, 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 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 in-service 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 #3370 which shall not be changed during the life of this Agreement.

- b. Beginning in the 1991-92 school year, tenure teachers shall be evaluated biennially.
2. 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.
3. Each formal observation shall be made in person and shall be at least twenty-five (25) minutes in length.

4. 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) work 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) work days following the post-evaluation conference, a teacher may file a written statement concerning the evaluation and/or the conference, except that if a teacher does not agree with the evaluation and so indicates on the evaluation form, a written statement setting forth the grounds of such disagreement shall be filed. 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.
 5. 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 therefor in writing. The Board's decision is final and any dismissal shall not be arbitrable regarding non-renewal.
 6. Standardized achievement tests will not be used as the sole criteria for evaluating teachers.
- D. **Personnel Files.** Each teacher shall have the right upon request to review the contents of his 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 designate.

Section 2. 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 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) working days.
 4. No disciplinary action shall be taken without just cause.
- C. **Lesson Plans.** Lesson plans, or daily/weekly lesson objectives in the case of a professional adult education teacher, shall be available at all times and in sufficient detail so that a substitute can adequately complete instruction in the material covered.
- 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 1. Work Day. The scheduled work day for teachers shall extend for a period of seven (7) hours and fifteen (15) minutes beginning not earlier than 7:40 nor later than 8:05 a.m., provided, however, that in the high school, a "zero hour" class may be scheduled to begin not earlier than 7:40 a.m. upon notice to and after consultation with the Association, except that the work day of the teacher assigned to such "zero hour" class may, at a time mutually agreeable to the teacher and the superintendent, begin earlier than 7:40 a.m., and provided further that the beginning of the instructional day may vary among the several buildings or facilities. Except in the case of an emergency, any change in the scheduled work day shall take effect with the beginning of a new school year. If an additional adjustment to the work day is needed, the parties agree to bargain the change.

The following guidelines shall be observed:

- A. Teachers shall be at their assigned work stations at least fifteen (15) minutes prior to the opening of student's school day, and
- B. Teachers may leave at the dismissal of school on Fridays and on days immediately preceding scheduled school vacations, and
- C. Teachers are encouraged to remain for a sufficient period after the close of the student's 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 teacher's work day ends at the close of the student's day.

Section 2. 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 3.

- 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, music and library. In addition, an elementary teacher shall normally receive at least a daily 20-minute block of planning time to be scheduled after lunch and a total of 75 minutes per week for morning or afternoon recess. The aggregate planning time shall not be less than 265 minutes per week.
- 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. **Secondary (Grades 9-12).** A teacher regularly assigned as a secondary classroom teacher shall normally receive a daily planning period equivalent in length to a scheduled class period. Adult Education teachers regularly assigned shall normally receive a daily planning period of 60 minutes to begin at 8:00 a.m. Monday through Friday.

Section 4. No teacher will arrive late for or leave early from an assigned class.

Section 5. It is recognized that it is the professional responsibility of the teacher to attend staff meetings, parent-teacher conferences, open houses and Parent-Teacher Organization meetings. It is the responsibility of the administration to give two (2) days prior notification for all mandatory staff meetings going beyond the regular school day.

Section 6. It is recognized by the School 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 UCEA representative to seek a workable solution to the problem. Such solutions may include:

- A. Mutual consent between the teacher, the UCEA representative and the administration that the workload is acceptable.
- B. Additional staff may be added.
- C. Instructional aides 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 UCEA representative shall be consulted as to the appropriate size, and additional staff and/or aides may be added as is mutually agreed upon by the teacher, UCEA representative and the administration.

Section 7. In the event school is closed for reasons which do not allow such days to be counted as days of student and/or adult education instruction, those days necessary to get 180 days of instruction may be rescheduled during the mid-winter break. If more days are needed or if they occur after mid-winter break, they shall be added at the end of the school calendar, except that they may not be scheduled during weekends.

ARTICLE VII QUALIFICATIONS AND ASSIGNMENTS

Section 1. Teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates, or their major or minor fields of study.

Section 2. 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. Notification of change will be given to the teacher before the end of the school year. If the change is made after the end of the school year, the change will be treated as an involuntary transfer. In case an involuntary transfer is necessary, the least senior teacher in the educational level and subject area who is certified and qualified for the position to be filled shall be the teacher transferred. Qualified shall mean an eligible teacher as defined in Article VIII, Section 5 of this Agreement.

Section 3. 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 will carry out all duties connected with the assignment until it has been completed.

Section 4. Whenever an administrative vacancy arises in the system, the Superintendent will notify the President of the Association.

Section 5. Certification materials must be filed with the Superintendent of Schools by all new teachers not later than October 15.

Section 6. All professional staff shall have on file with the Superintendent of Schools an up-to-date official record of credits.

Section 7. All teachers shall obtain a Tuberculin Skin Test and/or chest X-Ray in accordance with applicable law and regulations issued by the State Department of Education. Failure to comply

with such requirement may result in the withholding of the employee's paycheck until the obligations are fulfilled.

Section 8. 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. 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. Interested employees shall apply in writing to the Superintendent or designee within the ten (10) day posting period.

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.

Section 9. Whenever a teacher is interested in being considered for assignment to any teaching position or supplemental position in the District, he may file a written notice of his interest with the Superintendent. A teaching vacancy shall be filled with the most senior certified and qualified teacher who has applied or has a current transfer request on file.

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

Section 10. 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 of Schools as soon as practical, preferably by March 1. Such statement shall include in order of preference the grade or subject to which he 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 11. The Board agrees to give full and equal consideration to present staff members in all teaching vacancies covered by this Agreement in which they have expressed an interest, provided, however, that where the qualifications of bargaining unit members are substantially equal to those of outside candidates, the unit member with the greatest seniority shall be given preference for the assignment.

ARTICLE VIII LAYOFF AND RECALL

Section 1. Determination. The Board shall have the right to reduce the number of teachers in a given subject area, field, program, or classification, 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 2. Layoff Procedure.

- A. Teachers shall be laid off in the order of seniority within a classification 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 3. 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 eligible teacher in the affected classification.
- 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 following such layoff, except as a shorter or longer period is required by law.

Section 4. Seniority List. The Board shall furnish the Association two (2) up-to-date seniority lists by classification, namely, (1) K-12 certified teachers, and (2) professional adult education teacher(s) on or before December 1 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)

work days from receipt. The names of all certified teachers and professional adult education 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. If two (2) or more teachers have the same service date, their social security numbers shall be used to determine their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list.

The parties agree that K-12 teachers shall have no "bumping" rights to professional adult education teacher positions, and that the professional adult education teacher shall have no "bumping" rights to K-12 teacher positions. Should a teacher from either classification transfer to the other classification, his/her seniority does not transfer but remains with the leaving classification. Seniority in the transferred classification begins with the date of transfer.

Section 5. 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 in the K-12 classification 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 school district's accreditation standards.
 3. Possesses the following academic credentials:
 - a. A major in the subject, or
 - b. A major in the subject area and has taught the subject within the prior three (3) years, or
 - c. A minor in the subject and has taught the subject within the prior three (3) years.
- B. "Service Date" is 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. A teacher shall neither accrue nor lose seniority while on layoff, on a leave of absence granted pursuant to this Agreement or serving in an administrative position.
- C. In order to minimize the disruptive effect of a layoff or recall occurring during a semester, 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 6. 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) work 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) work 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 1. Probationary teachers will accumulate sick leave at the rate of one (1) day per month. This day will be available at the beginning of each month. At the end of the school year, unused sick days can be applied to those taken, but not yet accumulated. Unused sick leave may accumulate to a maximum of twenty (20) days over two (2) years. Beginning with the third (3rd) year, teachers shall be provided twelve (12) paid leave days in accordance with the provisions of Section 2 below.

Section 2. At the beginning of each school year the Board will provide, to each tenure teacher, twelve (12) paid 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 leave days than earned. The unused portion of these days shall accumulate from year to year to a maximum allowance of 165 days.

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

Section 3. 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 resulting from pregnancy to the extent expressly required by law.
- B. Illness in the immediate family not to exceed five (5) work days (spouse and children, mother and father).

The Board recognizes the predicament when both working parents have ill children on a work day. Therefore the teacher may exceed the five (5) work days when children are ill providing the days are approved by the administration. These days will be deducted from accumulated sick leave.

Section 4: 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 and the teacher's spouse.

Section 5: Personal Business.

- A. Each teacher shall be entitled to two (2) days of personal leave each year of this contract, which days shall not be cumulative. Teachers who were permitted to accrue personal business leave days under a prior contract shall retain those days until used, provided that not more than three (3) days may be used during a contract year. 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 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.

Section 6: 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 designee prior to the scheduled date thereof. The teacher shall return to his duties whenever his attendance in Court is not actually required.

Section 7. 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.

Section 8. Sick leave 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 9. 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 10. Teachers shall notify the appropriate administrator of their intention to be absent no later than 6:00 a.m. In an emergency, the time for notification may be extended to 7:00 a.m. After 7:00 a.m. a teacher is subject to losing a day's pay.

Section 11. 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 employment, he will be permitted to

deduct days, or fractions of days, from his accumulated sick leave equivalent to the difference between his regular salary and what he received under Worker's Compensation.

Section 12. The Board of Education may require a doctor's certificate or other evidence of illness.

Section 13. 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 of Education will be reimbursed for the salary of the substitute.

ARTICLE X LEAVE OF ABSENCE WITHOUT PAY

Section 1. 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 professional responsibilities, provided said teacher states his 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 teaching experience designates. The teacher shall notify the Board ninety (90) days before the end of the school year of his intent to leave and return.

Section 2. 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 3. An unpaid leave of absence of up to one (1) year may be granted to tenure teachers upon application ninety (90) days prior to the end of the school year for graduate study. This applies to tenure teachers only.

Section 4. 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 a 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 tenured teacher.

Failure to comply with any of these requirements will result in immediate termination of employment.

Section 5. 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 Employer 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 6. Leave Administration.

- A. A teacher shall give the Board notice of his desire to be granted a leave as soon as he 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 a voluntary quit.
- 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 1. A teacher who enrolls in a course within his major or minor field and related to his instructional responsibilities or a course for which he has received prior approval at an accredited college or university shall receive ninety (90%) percent reimbursement from the Board of Education for his tuition for additional courses taken beyond those required by law for teacher certification. Based upon successful completion of said courses the teacher will receive

reimbursement at the first regularly scheduled pay period in September of the following school year if and only if such employee is then employed by the employer. Proof of tuition amount and successful completion must be presented by the teacher.

Section 2. The Board agrees to reimburse professional employees for expenses incurred in attending administratively approved conferences in accordance with policies adopted from time to time by the Board.

ARTICLE XII STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 1. Subject to applicable laws and regulations, 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 take possession of any dangerous weapon from any student to the extent that such action is reasonably necessary to protect the safety of the teacher or the safety of other persons. 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 2. The teacher shall receive from the Board reasonable support and assistance in maintaining control and discipline of students while on the school premises.

Section 3. A teacher may exclude a pupil from one class session for misbehavior. In such cases a student will be sent to the office, or home in the case of adult education students only, pending assistance of the principal or counselor. The teacher will furnish a written report of the incident to the principal within two (2) days. Any further action will be at the discretion of the principal.

ARTICLE XIII PROFESSIONAL COMPENSATION

Section 1. 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 2. New faculty personnel shall be placed on the appropriate step of the salary schedule on the basis of their degree status and previous teaching experience. Credit may be allowed for their prior teaching experience up to five (5) years.

Section 3. 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 4. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance in accordance with "Standard Travel Regulations" of the State of Michigan as may be revised from time to time.

Section 5. Retiring certificated teachers who have completed a minimum of ten (10) years of teaching in the Union City Community Schools shall be compensated at the rate of twenty (\$20.00) Dollars per day for unused sick leave days, accumulative up to ninety (90) days.

Section 6. Loss of planning period time will be compensated at:

- (a) The rate of eight and 50/100 (\$8.50) dollars per class period in both the high school and middle school.
- (b) The prorated amount of the teacher's salary for a regular extra teaching assignment.
- (c) Teachers who substitute for any other teacher during planning time may be compensated at the rate of one day off with full pay for each five (5) class hours substituted (Middle School - six (6) class hours substituted).

This compensatory time shall be subject to the following:

- (a) 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.
- (b) Compensatory time may be taken during the current school year or it may be accumulated not to exceed two (2) days. Compensatory hours beyond multiples of 5 (Middle School - multiples of 6) shall be compensated prior to the end of the school year. (i.e. 7 hours = 1 compensatory day + 2 class periods paid at \$8.50/class period.) The teacher may elect to be paid for all compensatory time earned at the end of the school year.
- (c) Requests shall be made three working days prior to the desired day off and be subject to the approval of the principal.
- (d) Teachers will be approved for a compensatory day on a first come first served basis. No more than one teacher per building will be approved for a compensatory day on any given day.

Substituting for another teacher during planning time shall be voluntary.

Section 7. The Board will pay up to five (5%) percent of the employee's retirement contribution for salaries earned into the Public School Employee's Retirement Fund.

Section 8. Faculty personnel 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 advances to the next steps or scale shall begin the semester following completion of requirements and upon proof submitted by the teacher.

ARTICLE XIV PAYROLL DEDUCTIONS

Section 1. A teacher shall give the Board a signed authorization to deduct amounts from his salary for any of the Board approved purposes which he elects: insurance contributions, credit union, etc.

Section 2. The Board will deduct the regular annual dues or representation fee 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 deductions shall continue in effect from year to year unless revoked in writing prior to the scheduled opening of the school year.

Section 3. The Association shall give written notification to the Business Office of the amount of its regular dues 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 entire school year.

Section 4. 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 (May 1 for the adult education teacher) that they will or will not return for the next school year.

Section 5. If a regular payroll installment comes due during a Christmas or spring recess, then such installment shall be paid to a teacher on the last work day preceding such recess, provided that the teacher submits a written request at least fifteen (15) days prior to the last work day, which request shall contain the reasons therefore.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. 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 2. 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 3. 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 re-employ any probationary teacher.
- B. The placing of a non-tenure teacher on a third year of probation.
- C. 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.)
- D. Assignments under supplementary contracts.

Section 4. 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) working days of the time a grievance occurs, the teacher will present the grievance to his principal during non-working hours with the objective of resolving the matter informally. Within five (5) working days after presentation of a grievance, the principal shall give his answer orally to the teacher.

STEP TWO. If the grievance is not resolved at STEP ONE, the teacher must, within five (5) working 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 sections 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) working 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 designee. The Superintendent or his 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.

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) working 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 this hearing. If the Board hearing falls within the "summer months," the Board and grievant shall mutually agree upon a satisfactory date. At the Board hearing, the Board may assign an ad-hoc committee to meet with the grievant 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 within ten (10) working days after receipt of the Board's decision.

Section 5. 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 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 teachers involved and the Board.
- C. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 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.

Section 2. 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 3. Copies of this Agreement shall be printed at the expense of the Board and presented to all staff.

Section 4. Teachers shall be required to collect student fees which are payable on a semester or yearly basis in those schools where it is past practice. Every effort shall be made to relieve teachers of collecting fees paid on a yearly or semester basis.

Section 5. Supervision by a teacher of a student teacher shall be voluntary.

Section 6. Teachers will record in their class books and report accurately absences and grades of students assigned to them, and will complete the required student progress and athletic eligibility forms. Teachers will not be required to post information on forms maintained in the administration office or filed with the State Department of Education.

Section 7. 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 8. 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 9. All classrooms, halls, lavatories, and lunchrooms shall be kept in clean and sanitary conditions. These areas will be kept stocked with normal supplies.

Section 10. The Board may require a teacher to receive a physical and/or mental examination upon initial employment and, for reasonable cause, may also require a 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 of the students or other persons. Any such requirements by the Board directed to a teacher in the employ of the Board shall be in writing and include a statement of the reasons therefor.

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 it.

Section 11. Any written notice pursuant to this Agreement shall be deemed to have been received five (5) work 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. SCUBA
Uniserv Director
South Central Unified Bargaining Association
3000 6th Avenue
Battle Creek, MI 49015

C. Association 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, 1996, and continue in effect through June 30, 1999. Except as the parties may otherwise mutually agree, negotiations for a successor Collective Bargaining Agreement may begin not earlier than April 1, 1999, upon written notice of either party to the other.

SOUTH CENTRAL UNIFIED BARGAINING
ASSOCIATION-UCEA-MEA-NEA

UNION CITY COMMUNITY SCHOOLS,
BRANCH AND CALHOUN COUNTIES
MICHIGAN

Thomas E. Chubb 11/25/96
President Date

Michael S. Kennedy 11/27/96
President Date

Donald L. Cleland 11-25-96
Bargaining Chair Date

[Signature] 11/27/96
Secretary Date

SCHEDULE "A"

1996-97

<u>Step</u>	<u>BA</u>	<u>BA -D.R.</u>	<u>Total Sal.</u>	<u>BA+18</u>	<u>BA+18- D.R.</u>	<u>Total Sal.</u>	<u>MA</u>	<u>MA - D.R.</u>	<u>Total Sal.</u>
1	\$24,376	\$132	\$24,508	\$25,407	\$138	\$25,545	\$26,440	\$144	\$26,584
2	\$25,340	\$138	\$25,478	\$26,192	\$142	\$26,334	\$27,257	\$148	\$27,405
3	\$26,365	\$143	\$26,508	\$27,389	\$149	\$27,538	\$28,662	\$156	\$28,818
4	\$27,415	\$149	\$27,564	\$28,585	\$155	\$28,740	\$30,067	\$163	\$30,230
5	\$28,563	\$155	\$28,718	\$29,782	\$162	\$29,944	\$31,474	\$171	\$31,645
6	\$29,709	\$161	\$29,870	\$30,982	\$168	\$31,150	\$32,878	\$179	\$33,057
7	\$30,856	\$168	\$31,024	\$32,177	\$175	\$32,352	\$34,282	\$186	\$34,468
8	\$31,998	\$174	\$32,172	\$33,373	\$181	\$33,554	\$35,688	\$194	\$35,882
9	\$33,142	\$180	\$33,322	\$34,572	\$188	\$34,760	\$37,095	\$202	\$37,297
10	\$34,289	\$186	\$34,475	\$35,768	\$194	\$35,962	\$38,499	\$209	\$38,708
11	\$35,432	\$193	\$35,625	\$36,963	\$201	\$37,164	\$39,902	\$217	\$40,119
12	\$36,578	\$199	\$36,777	\$38,162	\$207	\$38,369	\$41,310	\$225	\$41,535
13	\$37,727	\$205	\$37,932	\$39,209	\$213	\$39,422	\$42,716	\$232	\$42,948
14	\$38,869	\$211	\$39,080	\$40,406	\$220	\$40,626	\$43,970	\$239	\$44,209
15	\$40,016	\$217	\$40,233	\$41,752	\$227	\$41,979	\$45,524	\$247	\$45,771
				\$42,752	\$232	\$42,984	\$46,524	\$253	\$46,777

Those teachers who were at Step 15 (BA+18 & MA columns) the previous year will receive \$1000 in addition to their schedule rate.

1997-98

<u>Step</u>	<u>BA</u>	<u>BA - D.R.</u>	<u>Total Sal.</u>	<u>BA +18</u>	<u>BA+18 D.R.</u>	<u>Total Sal.</u>	<u>MA</u>	<u>MA - D.R.</u>	<u>Total Sal.</u>
1	\$24,985	\$136	\$25,121	\$26,042	\$142	\$26,184	\$27,101	\$147	\$27,248
2	\$25,974	\$141	\$26,115	\$26,847	\$146	\$26,993	\$27,938	\$152	\$28,090
3	\$27,024	\$147	\$27,171	\$28,074	\$153	\$28,227	\$29,379	\$160	\$29,539
4	\$28,100	\$153	\$28,253	\$29,300	\$159	\$29,459	\$30,819	\$167	\$30,986
5	\$29,277	\$159	\$29,436	\$30,527	\$166	\$30,693	\$32,261	\$175	\$32,436
6	\$30,452	\$166	\$30,618	\$31,757	\$173	\$31,930	\$33,700	\$183	\$33,883
7	\$31,627	\$172	\$31,799	\$32,981	\$179	\$33,160	\$35,139	\$191	\$35,330
8	\$32,798	\$178	\$32,976	\$34,207	\$186	\$34,393	\$36,580	\$199	\$36,779
9	\$33,971	\$185	\$34,156	\$35,436	\$193	\$35,629	\$38,022	\$207	\$38,229
10	\$35,146	\$191	\$35,337	\$36,662	\$199	\$36,861	\$39,461	\$214	\$39,675
11	\$36,318	\$197	\$36,515	\$37,887	\$206	\$38,093	\$40,900	\$222	\$41,122
12	\$37,492	\$204	\$37,696	\$39,116	\$213	\$39,329	\$42,343	\$230	\$42,573
13	\$38,670	\$210	\$38,880	\$40,189	\$218	\$40,407	\$43,784	\$238	\$44,022
14	\$39,841	\$217	\$40,058	\$41,416	\$225	\$41,641	\$45,069	\$245	\$45,314
15	\$41,016	\$223	\$41,239	\$42,796	\$233	\$43,029	\$46,662	\$254	\$46,916
				\$43,821	\$238	\$44,059	\$47,687	\$259	\$47,946

Those teachers who were at Step 15 (BA+18 & MA columns) the previous year will receive \$1025 in addition to their schedule rate.

1998-99

<u>Step</u>	<u>BA</u>	<u>BA - D.R.</u>	<u>Total Sal.</u>	<u>BA +18</u>	<u>BA+18 D.R.</u>	<u>Total Sal.</u>	<u>MA</u>	<u>MA - D.R.</u>	<u>Total Sal.</u>
1	\$25,610	\$139	\$25,749	\$26,693	\$145	\$26,838	\$27,779	\$151	\$27,930
2	\$26,623	\$145	\$26,768	\$27,518	\$150	\$27,668	\$28,636	\$156	\$28,792
3	\$27,700	\$151	\$27,851	\$28,776	\$156	\$28,932	\$30,113	\$164	\$30,277
4	\$28,803	\$157	\$28,960	\$30,033	\$163	\$30,196	\$31,589	\$172	\$31,761
5	\$30,009	\$163	\$30,172	\$31,290	\$170	\$31,460	\$33,068	\$180	\$33,248
6	\$31,213	\$170	\$31,383	\$32,551	\$177	\$32,728	\$34,543	\$188	\$34,731
7	\$32,418	\$176	\$32,594	\$33,806	\$184	\$33,990	\$36,017	\$196	\$36,213
8	\$33,618	\$183	\$33,801	\$35,062	\$191	\$35,253	\$37,495	\$204	\$37,699
9	\$34,820	\$189	\$35,009	\$36,322	\$197	\$36,519	\$38,973	\$212	\$39,185
10	\$36,025	\$196	\$36,221	\$37,579	\$204	\$37,783	\$40,448	\$220	\$40,668
11	\$37,226	\$202	\$37,428	\$38,834	\$211	\$39,045	\$41,923	\$228	\$42,151
12	\$38,429	\$209	\$38,638	\$40,094	\$218	\$40,312	\$43,402	\$236	\$43,638
13	\$39,637	\$215	\$39,852	\$41,194	\$224	\$41,418	\$44,879	\$244	\$45,123
14	\$40,837	\$222	\$41,059	\$42,451	\$231	\$42,682	\$46,196	\$251	\$46,447
15	\$42,041	\$228	\$42,269	\$43,866	\$238	\$44,104	\$47,829	\$260	\$48,089
				\$44,916	\$244	\$45,160	\$48,879	\$266	\$49,145

Those teachers who were at Step 15 (BA+18 & MA columns) the previous year will receive \$1050 in addition to their schedule rate.

SCHEDULE "B"
Supplemental Compensation Schedule: GENERAL

Compensation for Extra Duties shall be as stated hereafter.

A. HIGH SCHOOL

1.	Concession Stand	\$ 874
2.	Play Director	1088
3.	Instrumental Music 6-12	2820
4.	Flag Corps	652
5.	National Honor Society	318
6.	Student Council	652
7.	Class Advisor	
	9-10th Grade	459
	11-12th Grade	668
8.	Vocal Music	653
9.	Quiz Bowl	237
10.	Yearbook	1477
*11.	Adult Ed. Night Classes	\$14.18/hr.

B. MIDDLE SCHOOL

1.	Cheerleader Advisor	753
2.	Newspaper	519
3.	Yearbook	946
4.	Quiz Bowl	237

C. ELEMENTARY SCHOOL

1.	Safety Patrol	434
2.	Vocal Music	653

* The adult education teacher shall be eligible for teaching the adult education night classes.

SCHEDULE "B"
Supplemental Compensation Schedule: ATHLETICS

Compensation for Athletics will be based on a four/five-step schedule with percentage applied according to the number of years experience.

<u>Step</u>	<u>Middle School</u>	<u>High School</u>
1	\$21,620	\$22,487
2	22,533	23,437
3	23,449	24,389
4	24,366	25,343
5		26,064

A. HIGH SCHOOL

Football	
Head Coach	13.5%
Junior Varsity	9.5
Assistant Varsity	9.5
Asst. Junior Varsity	9.5
Asst. Junior Varsity	9.5
Freshman	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
Assistant	9.5
Track	
Head Coach (B)	11.0
Head Coach (G)	11.0
Assistant (B & G)	8.0
Baseball/Softball	
Head Varsity (B)	11.0
Head Varsity (G)	11.0
Junior Varsity (B)	8.0
Junior Varsity (G)	8.0
Cross Country	10.0
Golf	9.0

B. MIDDLE SCHOOL Head Coaches	8.0
C. ATHLETIC DIRECTOR - (Grades 9-12)	24.0
D. ATHLETIC DIRECTOR - (Middle School)	9.0

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 of Education and subject to renewal each year. All positions listed in Schedule "B" may not necessarily be filled each work year.
- B. The Board has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement.
- C. The Athletic Director will submit periodic written evaluations to the Superintendent, provided that at least one (1) evaluation concerning each Coach shall be filed with the Superintendent 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. Any such written evaluation shall be completed before supplemental contracts are issued for the following year.
- D. Prior to submitting the written evaluation to the Superintendent, 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.
- E. A Schedule "B" assignment shall first be offered to members of the bargaining unit. If the Board determines, based on the recommendation of the Athletic Director, that there is no qualified teacher applicant, the Board shall have the right to assign a person who is not a member of the bargaining unit. It is understood and agreed that a person who has been offered and accepts a schedule "B" athletic assignment, whether a bargaining or non-bargaining unit member, has a reasonable expectation of continuing in the position during the next school year unless the athletic director determines that the person is not performing satisfactorily. The provisions of this agreement shall not apply to such person except that the compensation rate for any such assignment shall be that set forth in Schedule "B" unless the parties mutually agree otherwise.
- F. Effective July 1, 1992, all persons engaged in coaching activities under Schedule "B" must have "PACE" certification 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.

SCHEDULE "C"
FRINGE BENEFITS

Subject to the conditions set forth in this schedule, each teacher shall have the right to select either Plan A or Plan B of the following MESSA-PAK which shall be provided by the Board for a full twelve-month period for each teacher and his/her dependents. The twelve-month period shall begin on September 1 of each year. The applicable monthly premium including any rate increases shall be fully paid by the Board.

MESSA-PAK Plan A

1. Health - MESSA SuperCare 1
2. Dental - Delta Dental Plan E007
3. Vision - VSP3
4. Negotiated Life - \$20,000

MESSA-PAK Plan B

1. Dental - Delta Dental Plan E007
2. Vision - VSP3
3. Negotiated Life - \$25,000
4. If an employee signs a waiver of health insurance coverage, the employee, in addition to the dental, vision and life insurance benefits described above under Plan B, shall receive a dollar amount equal to but not to exceed the amount of the premium rate for MESSA Super Med 1 (single subscriber rate). This dollar amount may, at the election of the employee, be applied toward any non-taxable MESSA-MEFSA option chosen by the employee or may be received as a cash option under the terms of a Board adopted qualified plan pursuant to Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under the plan shall be borne by the Board. An employee electing to receive the cash option may direct all or part of this dollar amount to a tax-deferred annuity per Section 403b of the Internal Revenue Code by entering into a salary reduction agreement. This Section will become effective as soon as the Board is able to adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code and a salary reduction agreement.

The insurance benefits set forth above shall be subject to the following terms and conditions:

- A. 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.
- B. If a teacher shall not complete the contract year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation terminates in the case of hospital and dental insurance and on the date the teacher leaves the employ of the Board in the case of group term life insurance.
- C. A teacher who is eligible to receive health and dental insurance benefits for a twelve month period and who resigns his teacher position subsequent to July 1 shall be required to reimburse the Board for any premiums paid on his behalf for the months of July, August and September.
- D. The Association agrees to cooperate with the Board in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

APPENDIX "1"

1996-97 School Calendar

August	22	Thur	New Teacher Orientation
	23	Fri	Teacher Orientation
	26	Mon	First Day of School - 1/2 Day Students
September	2	Mon	Labor Day - No School
October	4	Fri	End of 1st Marking Period - High School
	28	Fri	End of 1st Marking Period - MS/Elementary
November	7	Thur	P/T Conferences afternoon/evening - 1/2 day Students
	8	Fri	P/T Conferences A.M. only - No Students*
	15	Fri	End of 2nd Marking Period - High School
	28	Thur	Thanksgiving - No School
	29	Fri	Thanksgiving Break - No School
December	20	Fri	Christmas Break Begins at End of School Day
January	6	Mon	School Resumes
	15	Wed	Semester Exams - 1/2 Day Students
	16	Thur	Semester Exams - 1/2 Day Students
	17	Fri	Records Day - No Students
	20	Mon	Second Semester Begins
February	21	Fri	Mid-Winter Break (Snow make-up day if needed prior to Saturday, February 15)
	28	Fri	End of 4th Marking Period - High School
March	21	Fri	End of 3rd Marking Period - MS/Elementary
	28	Fri	Good Friday - No School
	31	Mon	Spring Break Begins
April	7	Mon	School Resumes
	10	Thur	P/T Conferences afternoon/evening - 1/2 Day Students
	11	Fri	P/T Conferences A.M. only - No Students*
	18	Fri	End of 5th Marking Period - High School
May	26	Mon	Memorial Day - No School
June	4	Wed	Semester Exams - 1/2 Day Students
	5	Thur	Semester Exams - 1/2 Day Students
	6	Fri	Records Day - No Students

* November 8 and April 11, teachers are dismissed at the conclusion of the 1/2 day in exchange for afternoon and evening conferences on November 7 and April 10.

NOTE: 1997-98 AND 1998-99 School Calendars shall reflect the same basic format as 1996-97 and attempt to agree with the CATC initial student day, Christmas Break and Spring Break.

The 1996-97 Calendar adds 1 teacher work day between August 22, 1996 and June 6, 1997 to be determined by the District School Improvement Team. The additional teacher work day for 1997-98 and 1998-99 may occur immediately preceding the 1st calendar work day if determined by the District School Improvement Team.

Any half days of in-service training will be scheduled by the District School Improvement Team with approval of the Board of Education and the UCEA.

