

MASTER AGREEMENT

BETWEEN

UNIONVILLE-SEBEWAING AREA SCHOOLS

AND THE

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

DATES EFFECTIVE

September 14, 2015 – June 30, 2018

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**Agreement between
Unionville-Sebewaing Area Schools and Unionville-Sebewaing Education Assoc.**

AGREEMENT

THIS AGREEMENT was ratified by the USEA on September 1, 2015 and approved by the Unionville-Sebewaing Board of Education on September 14, 2015, by and between the Board of Education of Unionville-Sebewaing Area Schools, Tuscola and Huron Counties, Michigan, hereinafter called the "Board" and the MEA and NEA for the Unionville-Sebewaing Education Association, hereinafter called the "Association."

WITNESSETH

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

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

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

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

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

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teachers; on tenure, probation, classroom teachers, guidance counselors, librarians, employed or to be employed by the Board but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and office and clerical employees. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teachers from presenting a

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- grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for annuities, credit union, and savings bonds. Charitable donations and other plans or programs must be jointly approved by the Association and the Board. It is understood that the Board or an employee of the Board shall not be held liable for any error in remitting such payments.
- D. The Board shall defend itself against such action, and the Association shall reimburse the Board any and all costs caused by such defense. These costs shall include court costs, attorney fees and any other reasonable costs, but not clerical costs or costs resulting from gross negligence on the part of the Board or its agents.
1. Legal counsel to defend any said suit or action shall be selected by the Association with Board approval.
 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the damages that may be assessed against the Board by any court or tribunal.
 3. The Association shall have the right, after consultation with the Board, to compromise or settle any claims made against the Board under this section.
- E. By July 1 of each school year, the Association will designate a representative to receive bargaining unit information on its behalf and will notify the Board of that selection. That individual will provide the Board with a list of member information that shall be provided to the Association by August 1.

If the Association needs information not previously requested, the employer shall furnish the information requested within 10 (ten) working days of the Association's request.

When any person is hired or ends their employment, the Association will be notified no later than 10 (ten) working days after that change occurs.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the

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- Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities short of strike, for mutual aid and protection. An employee shall also have the right to refrain from such activities. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or lack of membership; his participation in or non-participation; any lawful activity of the Association, or collective professional negotiations with the Board or his institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. The Board agrees to make available to the Association, in response to reasonable requests from time to time, such information as is necessary for intelligent bargaining and negotiations and processing of grievances.
- C. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. No material originating after original employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in their file is inappropriate, in error, or unsubstantiated, they may receive adjustment informally and/or through the grievance procedure provided cause is shown, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in their file, such signatures shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE III - MANAGEMENT'S RIGHTS

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities.

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

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

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A-1 which is attached to and incorporated in this Agreement and everyone at proper step established by Master Contract and teacher qualifications.
- B. Newly employed, certified teachers shall be given credit for all teaching experience to a maximum of ten (10) years of previous public school teaching experience. When a new teacher has previous experience, s/he will be placed at the same step on the salary schedule as they would be if they had taught at USA schools during those years.
- C. The salary schedule is based on the regular school calendars set forth in Schedule C-1 and the normal teaching assignment as provided elsewhere in this Agreement.
- D. Teachers at the beginning of the school year may elect to be paid in either twenty-one (21) or twenty-six (26) equal bi-weekly pay installments.
- E. The Board will pay 20% of the base salary (Step 1) of the teacher's salary column (i.e. BA+20, MA, MA+20, etc.) to the teacher assigned an extra class for the entire year.

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- F. Teachers shall be advanced on the salary schedule in the semester following the semester in which the Board is furnished transcripts demonstrating the completion of additional course work.
- G. Any college credits which are to be used for the purpose of changing salary scale (BA to BA + 20, etc.) must be post-graduate credits in semester hour increments or any other classes which have been given prior administrative approval in writing.
- H. Any teacher who is asked by the administration to be a substitute for another teacher, during their conference time or another time period during the school day, will be entitled to one of the following choices:
1. The teacher may decline to be a substitute without penalty.
 2. The teacher will be compensated at their per hour, daily rate.
 3. The teacher will earn one (1) hour of personal time, for each hour that the teacher performs substitute duties.
- I. If a teacher asks another teacher to cover their class and the substituting teacher does not ask to be compensated by the district, the teacher needing the substitute, will not be charged any personal time.

ARTICLE V - HEALTH INSURANCE

- A. The Employer shall provide to the bargaining unit teacher MESSA-Choices II – PAK or MESSA ABC PAK for a full twelve-month period for the bargaining unit member and his/her entire family. The Employer shall be the Policy Holder.

Each teacher must choose between MESSA Choices II – PAK or MESSA ABC PAK. This choice shall remain in effect for a period of twelve (12) months or until the next MESSA open enrollment period.

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

The negotiated benefit levels for Plan A and Plan B are outlined in Schedule D.

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ABC PLAN (PAK A)	Plan B (PAK B)	CHOICES II (PAK C)
<p>MESSA ABC In Network Ded; \$1,300 single Cov; \$2,600 2 – person & Family Cov. In of Network OOP Cap: Deductible plus \$2,300 Single Cov; Deductible \$4,600 2-person & Family Cov. Out of Network Ded; \$2,600 Single Cov; \$5,200 2 person & Family Cov. Out of Network Co-ins: 20% of approved amount after deductible Out of Network OOP Cap: Deductible plus \$4,600 single Cov; \$9,200 Deductible plus 2-person & Family Cov. RX Prescription Coverage: MESSA ABC Health Savings account with Health Equity Delta Dental 80/80/80/80 \$1,300 yearly Max Class I, II, III: \$1,000 lifetime max on IV – orthodontics (Adult Ortho – no) cleanings: 2 Vision VSP 2 Silver Plan year is July to July \$40,000 Life Insurance with AD&D LTD 60% Plan \$4,000 max/month 90 Calendar Days Modified Fill Alcohol/drug 2 year limitation Mental/nervous 2 year limitation Family Social Security Offset 2 year own occupation 5% minimum payout Survivor income benefit – no Pre-existing cond. waiver - yes COLA – no Education supplement – no Maternity coverage, rehab. Coverage - yes Freeze on offsets – yes</p>	<p>LTD 60% Plan \$4,000 max/month 90 Calendar Days Modified Filled Alcohol/drug 2 year limitation Mental/nervous 2 year limitation Family Social Security Offset 2 year own occupation 5% minimum payout Survivor income benefit – no Pre-existing conditions waiver - yes COLA – no Education supplement – no Maternity Coverage, rehab, Coverage - yes Freeze on offsets - yes Delta Dental 100/90/90/90 \$1,500 yearly Max Class I, II, III: \$1,000 lifetime max on IV - orthodontics cleanings: 2 \$40,000 Life Insurance with AD&D Vision VSP 2 Silver Plan year is July to July \$125.00 cash/month pursuant to a qualified IRS Section 125 Plan</p>	<p>Choices II In Network Ded: \$100 single/\$200 family In-Network Copay \$5 Office Visit/\$10 Urgent Care/\$25 ER In-Network OOP Cap: \$1,100 single/\$2,200 Family Out of Network Ded. \$250 Single/\$500 Family Out of Network Coins: 20% of approved amount after deductible Out of Network OOP Cap \$2250 Single/\$4500Family Prescription Coverage \$10 Generic/\$20 Brand Name Delta Dental 80/80/80/80 \$1,300 yearly Max Class I, II, III: \$1,000 lifetime max on IV – orthodontics (adult ortho – no) cleanings: 2 Vision VSP 2 Silver Plan year is July to July \$40,000 Life Insurance with AD&D LTD 60% Plan \$4,000 max/month 90 Calendar Days Modified Fill Alcohol/drug 2 year limitation Mental/nervous 2 year limitation Family Social Security Offset 2 year own occupation 5% minimum payout Survivor income benefit – no Pre-existing cond. waiver - yes COLA – no Education supplement – no Maternity coverage, rehab. Coverage - yes Freeze on offsets - yes</p>

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- B. The Board shall provide cash-in-lieu pursuant to an IRS Section 125 Plan to any bargaining unit member who chooses Plan B of the District's medical plans. For anyone who chooses this option, a payout of \$125 will be made each month. The payment may be made into a tax-deferred account or paid directly to the member; however, per IRS regulations, FICA taxes must be paid if the latter option is selected. Those taxes will be the responsibility of the bargaining unit member.
- C. Teachers working less than a 60% load shall be provided MESSA-PAK Plan B benefits. Teachers working a 60% load or more shall be eligible for MESSA-PAK Plan A or Choices II benefits.
- D. In the event a bargaining unit member does not complete the full school calendar, the insurance shall be continued, until the member has received the pro-rata portion or the 12 month insurance year earned at the time of the termination or resignation.
- E. If the teacher is on approved leave, he will have the option of continuing in the group by paying the total premiums for the length of his leave in accordance with the provisions of the health and accident policy guidelines.
- F. Teachers may continue to elect American Family Cancer Group insurance at his/her own cost through payroll deduction.
- G. Beginning with the 2003-2004 school year the Association may elect as a group to enroll in the MESSA riders for preventative care and hearing aids. If the Association chooses to opt for these riders, the premiums for the insurance shall be payroll deducted as a pretax deduction pursuant to the Section 125 Plan.
- H. The employer will pay the required maximum insurance caps, set up by State of Michigan Law, for each school year covered by this agreement. This includes full family, double, and single insurance cap maximums.
- I. The teacher will be responsible for any insurance costs above the cap amounts.

The teacher shall have these costs deducted through their USA payroll checks.
- J. The employer will still fully-fund the complete cost for the Vision and Dental plans, required by state law.
- K. Teachers who have applied for optional Short Term Disability Insurance Plan, (STD Insurance), may apply for those benefits as permitted by the policy. Teachers receiving STD Insurance will use their Personal/Sick days to meet the required "Waiting Period" of their policy.

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Once the teacher has fulfilled the “Waiting Period” required days, the teacher may elect to have their Personal/Sick Days, (provided by the USA School District), frozen until they return from Short Term or Long Term Disability.

ARTICLE VI - TEACHING HOURS

- A. Teachers will be expected to be at school at 7:45 a.m. and will be expected to stay at school until ten (10) minutes after classes end.
- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes as assigned by the principal. The remainder of the noon period the teacher shall be available for supervision in the hall and in his classroom.
- C. The normal high school/middle school day shall include a scheduled preparation period of equal time to a standard class. Under trimester scheduling, this will be seventy (70) minutes for preparation and team/building/department work. Departure from this norm may be made by arrangement between the teacher affected and administrative personnel with notification to the Association. This applies to full-time teachers.
- D. Teachers shall be available for faculty meetings as assigned by the Administration. Faculty meetings will be established as part of the yearly calendar.
- E. Elementary teachers will be provided with at least two hundred and fifty (250) minutes of preparation time per week. During this preparation time teachers will not have students assigned to them. This applies to full time teachers during a normal work week. This preparation time will be given after the start of the instructional day.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- G. Teachers may not leave their assigned building during their release periods without the consent of the building principal.
- G. Classes for 2015-16 will be scheduled from 7:55am to 3:15pm and the calendar will reflect a 175 day student contact standard. Starting with the 2016-17 school year, the school day will be shortened by 10 minutes to 7:55am to 3:05pm.

ARTICLE VII - TEACHING LOADS, CONDITIONS AND ASSIGNMENTS

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

- A. Teachers that will be affected by changes in elementary grades, or subject assignments in secondary or junior high grades, will be notified of their assignments by their principals before signing contracts or at a minimum of thirty (30) calendar days before the change is affected. Should emergency conditions arise subsequent to the thirty (30) days which requires such a change in assignment, the teacher and the Association will be notified immediately. An emergency shall be defined as any change in the faculty not known prior to July 1 or any change in finances not known prior to July 1.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree class size should be lowered wherever possible and suggest the following maximum with the understanding, however, that these are suggested standards only, and that final decision as to class size must rest with the Board and the Administration. Every effort shall be made to place mainstreamed students in classes with the lowest class sizes in the building where the student's special education class is located.

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

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

English)	
Social Studies)	
Mathematics)	
Science)	25 pupils
Language)	
Business)	
General English, General Math (H.S. level))	20 pupils
Keyboarding)	30 pupils
Industrial Arts)	20 pupils
Drafting)	20 pupils
Vocational Shop)	20 pupils
Homemaking)	20 pupils
Music)	35 pupils
Art)	25 pupils
Health Education)	40 pupils

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Hygiene

25 pupils

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

ARTICLE VIII - TRANSFERS

- A. When any permanent vacancy in any teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President and Secretary of the Association and shall send a district wide e-mail to all teachers to provide for appropriate posting for ten (10) calendar days.

Vacancies in Extra Duty and Teaching Overload Positions shall be posted for a minimum of ten (10) calendar days. The Secretary and the President of the Association shall receive a copy of the posting and the district will send a district wide e-mail to all teachers.

ARTICLE IX - LEAVE PAY

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

Teachers who have accumulated seventy-six (76) personal business days will receive a pay-off of 0.081% of their contractual salary per day for the unused days beyond the seventy-six (76) days.

For the purposes of calculating personal day reimbursement, a teacher's professional day will begin at the start of the first class and end at the conclusion of the last class and will exclude their duty-free lunch.

- B. In cases where a teacher has exhausted his/her personal business leave, and has not yet recovered from illness, the Association and the Board may agree to allow members of the Association to donate up to three (3) days from the member's personal accumulation. This provision may also be used for illness in the immediate family. The association and/or teacher will be responsible for the collection of those donated days. A sixty (60) day grace period will be given to find donated days before any unpaid days will be reflected in the teacher's paycheck, however all donated days must be turned into the superintendent's office by the date the teacher check's out at end of the school year. Donations can only be made to cover days the teacher has already missed.
- C. Beginning with the 2005-2006 school year, a teacher retiring from the Unionville -Sebewaing Area School District will receive a one-time payout of 35% of the daily rate for a substitute teacher for each remaining personal business leave day credited to the teacher on the last day of employment.

ARTICLE X - LEAVES OF ABSENCE

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

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

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- grandparents, stepchildren, parents-in-law and any dependent person who resides in the teacher's home.
- The first four (4) days for a funeral will not be deducted from the teacher's personal business days. Such days do not need to be used consecutively.
- E. It is understood that sickness or disability related to pregnancy shall be treated as any other illness or disability as provided in Sections A and B above.
- F. A leave of absence without pay for up to one (1) year, including maternity leave time if any, may be granted to any teacher for the purpose of child care. Said leave shall commence on request of the teacher and approval of the Board. It is further provided that:
1. A teacher adopting a child may receive similar leave which shall begin the day the court signs over legal custody of the child.
 2. The teacher shall be entitled to return from such leave to his same or similar position if one is available.
- G. Association Business Days - At the beginning of each school year, the Association shall be credited with six (6) days to be used at the discretion of the Association. The Association agrees to pay the Board the current substitute rate for all days used under this provision. The Association agrees to notify the Administration no less than 48 hours of the date for intended use of said leave and no more than two (2) teachers shall be released on any one day under the provisions of this paragraph.
- H. Teachers who are officers of the Association or appointed to its staff may, if approved by the Board, be given a leave of absence without pay for not less than one (1) semester nor more than one (1) year for the purpose of performing duties for the Association.
- I. Military leaves of absence shall be granted without pay to any teacher who shall be inducted, or upon notice of impending inductions, shall enlist for military duty in any branch of the Armed Forces of the United States for the period of induction or first period of enlistment. Military leaves of absence shall be granted to any member of the organized Reserve who is called to active duty. Increment credit shall be provided for such leaves.
- J. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- K. After seven (7) years of service, a teacher may, with prior approval of the Board of Education, be granted a leave of absence for one (1) year without pay for professional betterment and given credit on the salary schedule for said year and be restored to the same or equal position.

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- L. Teachers on extended leave of more than one semester shall be required to give a minimum of sixty (60) days notice of intent to return from such leave.
- M. Leaves shall be granted consistent with FMLA and Board Policy. After sixty (60) days of employment, the Board will extend FMLA rights to all teachers covered by this contract regardless of the number of hours worked.

ARTICLE XI - TEACHER EVALUATION

- A. Each teacher shall have the right, upon request, to review the contents of his personnel file including the teacher evaluation form. A representative of the Association may be requested to accompany the teacher in such review at the option of the teacher. Recommendations by college instructors and materials defined as confidential shall be removed before showing to the teacher.
- B. A bargaining unit member who disagrees with an evaluation or recommendation may submit a written answer which shall be attached to the file copy of the evaluation in question within ten (10) working days and/or make an appeal to the Superintendent.

ARTICLE XII - DISCIPLINE OF TEACHERS

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
- B. No teacher will be disciplined, discharged, reduced in seniority ranking or compensation for arbitrary or capricious reasons.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, providing there is no coverage by Worker's Compensation.
- C. If a teacher is injured while in the line of duty, medical, surgical or hospital care shall be furnished by the Board with Worker's Compensation Insurance coverage and in accordance with Worker's Compensation Insurance standards, and to the extent of said insurance coverage and standards only.

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- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. Whenever it appears to the Administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, such assistance will be sought.
- F. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or other person will be promptly called to the attention of the teacher.

ARTICLE XIV - NEGOTIATIONS PROCEDURES

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

ARTICLE XV - GRIEVANCE PROCEDURE

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

If a teacher files an appeal with the Michigan Tenure Commission over a matter which is the basis of a grievance, then all grievances which are

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- pending or may be filed over the matter shall be waived, and no further recourse to this grievance procedure may be had over the matter.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. In the event that the basis of the grievance is actions or conditions caused by someone other than the Principal, or the conditions impact more than one building, this discussion shall take place with the Superintendent.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the Grievance Report Form, signed by the grievant, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within ten (10) school days of the alleged occurrence of the grievance. If the grievance involves more than one school building, or the initial discussion of the grievance took place with the Superintendent, it should be filed with the Superintendent or representative designated by him.
- D. Within five (5) school days of receipt of the written grievance, the principal shall meet with the grievant and/or a representative of the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish copy thereof to the grievant and a representative of the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the grievant and/or a representative of the Association on the grievance and shall indicate his disposition of the grievance, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the grievant, to the representative of the Association, to the building principal where the grievance originated, and a copy placed in the permanent file in his office.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days, the grievance shall, within ten (10) school days of the date of filing, be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board with a copy provided to the Superintendent. The Board or its representative(s) shall meet with the grievant and a representative of the Association on the grievance, within thirty (30) school days of receipt of the appeal. If a grievance is filed less than ten (10) school days prior to the next regular Board meeting it may be scheduled at the following Board meeting. Written disposition of the grievance, shall be made by the Board or its representative(s) within ten (10)

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- school days of the meeting. A copy of such disposition shall be furnished to the grievant, to the representative of the Association, to the building principal where the grievance originated, and a copy placed in the permanent file in his office.
- G. In the event that the grievance procedure should extend beyond the last day of school, "calendar days" shall be substituted for "school days" wherever stated.
- H. If the decision of the Board or its representative(s) is not satisfactory, the Association may within ten (10) school days of receipt of the decision, request the assistance of a State Mediator, assigned by MERC to review the grievance. Representatives of the Association and the Board may attend the mediation session(s). Any recommendations of the mediator shall be presented to the Association and Board representatives.
- I. If the Association is not satisfied with the recommendation by the Mediator, the grievance may be submitted to arbitration before an impartial arbitrator. The Association will make a determination on whether to arbitrate the grievance at the next regularly scheduled meeting of its Bargaining Council after receiving the Mediator's recommendation of the grievance and notify the Board within ten (10) school days of its meeting. Within ten (10) school days of the date the Association notifies the Board of its intent to pursue arbitration, the parties will meet to select an arbitrator. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association, in accordance with its rules, which will likewise govern the hearing.
- The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. (Past practice may be used as evidence, but may not be the sole basis of or the justification for the Arbitrator's decision.) Both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by both the Board and the Association.
- J. Should a teacher and/or the Association fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Likewise, the same provisions shall apply to a teacher leaving the employ of the Board unless monetary matters are involved.
- K. The Association shall have no right to initiate the grievance involving the right of a teacher without his express approval in writing thereon. Grievances involving two or more persons may be signed by one of the grievants represented.

ARTICLE XVI - NO STRIKE

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

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

ARTICLE XVII - REDUCTION OF PERSONNEL

A. Seniority Provisions:

1. Seniority shall be defined as the total continuous length of time an individual is employed within the district as a certified teacher in the bargaining unit. Teachers employed less than three (3) hours per day shall accrue seniority at the rate of one half year of seniority for each year in the bargaining unit. If two or more teachers have equivalent seniority, the teacher with the greatest number of years of teaching experience outside the district shall be given priority. Previous service in the Unionville-Sebewaing Area Schools which is not continuous will be treated as out-of-district service. If two or more teachers have equivalent teaching experience outside the district, the number of graduate hours earned beyond a Bachelor's Degree shall be used, and the teacher with the least number of hours shall be placed lower on the seniority list. If the number of hours is the same, then the decision will be the responsibility of the Board and will be based on teacher evaluation and recommendations of the Administration.
2. Seniority shall begin at the commencement of services.
3. It is the responsibility of the teachers to keep the Board informed of any changes in address and/or telephone number, a current transcript of college credits, current copy of their teaching certificates, and current copy of their degrees on file in the Superintendent's office.

B. Teacher's seniority while on leave shall remain unbroken, and his accumulated sick leave shall not be cancelled but shall remain credited to him. He shall not accrue sick days or salary increment while laid off. Outside experience credit shall not be used for the purpose of computing seniority. Credit for seniority does not accrue while on leave.

C. Changes and corrections to certification and qualification must be delivered to the Central Administration Office before February 15th. If a change in

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certification would allow a tenured teacher to hold a position that a probationary teacher holds, then the tenured teacher shall have until August 1st to deliver proof of the additional certification.

ARTICLE XVIII – MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE XIX - ACT OF GOD DAYS

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

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

ARTICLE XX - MENTORS

A. A probationary teacher, for his/her first three (3) years in the District, shall be assigned a mentor teacher by the Administration with notification to the Association President.

1. The mentor teacher shall be a tenured teacher.
2. General criteria in selection are recommended to include:
 - a. Minimum of five (5) years teaching.
 - b. Same background in major area of instruction (i.e. - lower elementary to lower elementary, grade level to grade level, department to department, etc.)
 - c. Classroom teachers will be matched to classroom teacher.

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

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

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

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ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall become effective when it is ratified and signed by the parties. This contract shall expire on June 30, 2018. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD

FOR THE ASSOCIATION

Date: _____

Date: _____

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**SCHEDULE A
UNIONVILLE-SEBEWAING AREA SCHOOLS
2015-2018 SALARY SCHEDULE**

STEP	BA	BA+20	MA	MA+20	MA + 30
1	35491	36874	38902	39695	40621
1.5	36366	37783	39862	40674	41624
2	37240	38693	40822	41654	42627
2.5	38159	39648	41830	42683	43680
3	39077	40602	42838	43712	44733
3.5	40042	41605	43897	44792	45839
4	41006	42607	44955	45873	46945
4.5	42019	43660	46066	47007	48106
5	43032	44713	47178	48141	49267
5.5	44096	45818	48345	49332	50487
6	45158	46923	49512	50523	51706
6.5	46275	48084	50737	51774	52986
7	47391	49245	51962	53025	54266
7.5	48563	50463	53249	54338	55610
8	49736	51682	54535	55651	56954
8.5	50966	52961	55886	57030	58366
9	52197	54241	57237	58408	59777
9.5	53490	55584	58658	59856	61259
10	54782	56928	60074	61304	62741
10.5	56139	58339	61563	62824	64297
11	58723	61044	64448	65778	67333

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

At the start of the 2016-17 school year, step 1 will be deleted and new hires will start at step 1.5. At the start of the 2017-18 school year, step 1.5 will be deleted and new hires will start at step 2. Teachers will receive half steps for 2015-16, 2016-17 and 2017-18.

Teachers already at step 11 will receive a percentage increase to their base salary of .75% for 2015-16, 1.1% for 2016-17 and 1.25% for 2017-18. When a teacher has reached this level, his/her salary will not be reflected on the salary schedule, but will be recorded individually.

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SCHEDULE B

BA BASE	15-16 BASE	16-17 BASE	17-18 BASE	
	\$35,491.00	\$36,666.00	\$37,240.00	
DUTY	ADDITIONAL PAY	ADDITIONAL PAY	ADDITIONAL PAY	%
Athletic Director	\$6,033	\$6,182	\$6,331	17%
Girls' Basketball Head Coach	\$4,259	\$4,364	\$4,469	12%
Girls' Volleyball Head Coach	\$3,904	\$4,000	\$4,096	11%
Girls' Middle School Volleyball Coach	\$1,331	\$1,364	\$1,397	3.75%
Girls' Softball Head Coach	\$3,904	\$4,000	\$4,096	11%
Girls' Track Head Coach	\$3,904	\$4,000	\$4,096	11%
Boys' Football Head Coach	\$4,259	\$4,364	\$4,469	12%
Boys' Basketball Head Coach	\$4,259	\$4,364	\$4,469	12%
Boys' Baseball Head Coach	\$3,904	\$4,000	\$4,096	11%
Boys' Track Head Coach	\$3,904	\$4,000	\$4,096	11%
Cross-Country Coach	\$3,194	\$3,273	\$3,352	9%
Wrestling Coach	\$3,904	\$4,000	\$4,096	11%
Varsity Cheerleading Advisor	\$1,242	\$1,273	\$1,303	3.5%
JV Cheerleading Advisor	\$1,242	\$1,273	\$1,303	3.5%
Junior High Cheerleading Advisor	\$887	\$909	\$931	2.5%
Assistant Coach--High School Sports	\$3,017	\$3,091	\$3,165	8.5%
Junior High Coaches (1 coach)	\$2,662	\$2,727	\$2,793	7.5%
(2 coaches)	\$1,597	\$1,636	\$1,676	4.5%
Soccer Coach	\$3,904	\$4,000	\$4,096	11%
Summer Band	\$4,614	\$4,728	\$4,841	13%
Saturday Band	\$1,775	\$1,818	\$1,862	5%
Choir	\$1,775	\$1,818	\$1,862	5%
High School Plays	\$2,839	\$2,909	\$2,979	8%
Senior Class Sponsor	\$1,597	\$1,636	\$1,676	4.5%
Junior Class Sponsor	\$1,597	\$1,636	\$1,676	4.5%
Sophomore Class Sponsor	\$799	\$818	\$838	2.25%
Freshmen Class Sponsor	\$799	\$818	\$838	2.25%
8th Grade Sponsor	\$532	\$545	\$559	1.5%
7th Grade Sponsor	\$532	\$545	\$559	1.5%
6th Grade Sponsor	\$532	\$545	\$559	1.5%
5th Grade Sponsor	\$532	\$545	\$559	1.5%
Senior High Yearbook Advisor	\$1,952	\$2,000	\$2,048	5.5%
School Paper Advisor (8 Issues)	\$887	\$909	\$931	2.5%
Junior High Yearbook Advisor	\$887	\$909	\$931	2.5%
FCCLA Advisor	\$1,420	\$1,455	\$1,490	4%
Pep Club	\$355	\$364	\$372	1%
Student Council Advisor (Elem/MS)	\$1,065	\$1,091	\$1,117	3.0%
Student Council Advisor (HS)	\$1,242	\$1,273	\$1,303	3.5%
Foreign Language Advisor	\$355	\$364	\$372	1%
National Honor Society Advisor	\$1,065	\$1,091	\$1,117	3%
People Helping People	\$1,065	\$1,091	\$1,117	3%

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BA BASE	15-16 BASE	16-17 BASE	17-18 BASE	
	\$35,491.00	\$36,666.00	\$37,240.00	
DUTY	ADDITIONAL PAY	ADDITIONAL PAY	ADDITIONAL PAY	%
SADD	\$355	\$364	\$372	1%
Tuscola County Quiz Bowl Coordinator	\$710	\$727	\$745	2%
Huron County Quiz Bowl Coordinator	\$177	\$182	\$186	0.5%
Academic Track Coordinator	\$710	\$727	\$745	2%
Academic Track Advisor-MS (Per 2 Academic Events for a total of 16 Academic Events or 1 Performing Event for a Total of 11 Performing Events)	\$177	\$182	\$186	0.5%
Academic Games Advisor--HS (Per Event for 5 Events)	\$355	\$364	\$372	1.0%
Summer Agriculture/FFA	\$5,324	\$5,455	\$5,586	15%
Driver Education (per hour rate)	\$26.71	\$27.37	\$28.03	0.075263%
Lunch Hour Duty Daily Rate per 1/2 hour	\$13.36	\$13.69	\$14.02	0.037640%
Home Bound Teachers	\$26.71	\$27.37	\$28.03	0.075263%
Mileage @ current IRS Rate	\$.575/Mile	\$0.540	Unknown	Current IRS Rate/per Mile
Special Olympics	\$532	\$545	\$559	1.5%
School Improvement Activities (Such as NCA)	\$887	\$909	\$931	2.5%
Extended Day	Individual Rate	Individual Rate	Individual Rate	Per Diem
Counselor Extended Work Year 25 Days	Individual Rate	Individual Rate	Individual Rate	Per Diem
Extended Work Year	Individual Rate	Individual Rate	Individual Rate	Hourly Rate

SCHEDULE B EXTRAS

Schedule B stipends shall be paid as follows:

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

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

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

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

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SCHEDULE D

Negotiated Fringe Benefit Summary

	<u>Plan A</u>		<u>Plan B</u>
<u>Medical</u>	Choices II	ABC I	
In-Network Deductible	\$100/\$200	\$1,300/\$2,600	
Out of Network Deductible	\$250/\$500	\$2,600/\$5,200	
Co-pays			
Office Visit	\$5	0	
Urgent Care	\$10	0	
ER	\$25	0	
Prescriptions	\$10/\$20	ABC Rx	
<u>Dental</u>			
Coverage	80/80/80/80	80/80/80/80	100/90/90/90
Annual Max	\$1,300	\$1,300	\$1,500
Lifetime Max	\$1,000	\$1,000	\$1,000
<u>Vision</u>	VSP 2 Silver	VSP 2 Silver	VSP 2 Silver
<u>Life Insurance</u>	\$40,000	\$40,000	\$40,000
<u>AD&D</u>	\$40,000	\$40,000	\$40,000
<u>LTD</u>			
Benefit	60%	60%	60%
Max	\$4,000	\$4,000	\$4,000
Waiting Period	90 days	90 days	90 days