MASTER AGREEMENT

between the

Utica Community Schools
Board of Education

and the

Utica Education Association

JULY 1, 2025 – JUNE 30, 2028

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PREAMBLE

This Agreement entered into this July 1, 2025, through June 30, 2028**,** by and between the Board of Education of the Utica Community Schools, Sterling Heights, Michigan, hereinafter called the "Board" and the Utica Education Association hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for children of the Utica Community School System is their mutual aim and that the character of such education depends on many factors which include quality, morale, cooperativeness and dedication of the teaching staff, administrators and the community, and

WHEREAS, the Board has a statutory obligation, pursuant to 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 covenants, it is hereby as follows:

BASIC PHILOSOPHY

We believe that quality education is a responsibility shared by the home, school, student, and community. Schools are centers of community endeavor to improve the quality of living and learning for all citizens. This philosophy makes quality education a dynamic process and a collaborative effort.

Schools must promote the ideas of democracy. The preservation of a free society depends upon the ability of its citizens to protect individual liberty, encourage social justice, make informed choices, and develop new ways of solving problems.

Students must recognize that they have a responsibility to learn and that there are appropriate ways of dealing with feelings and problems. Only as students develop confidence and trust in their own abilities to master skills, gain knowledge, and solve problems will they progress to a point where they will make larger contributions and be productive and responsible citizens in later years.

Students deserve instruction designed to actively involve them in their own learning. Programs should be flexible and designed to allow for changes in purpose and to reflect changing social needs. Students should be encouraged to reason and think creatively. Lasting self-esteem is a result of experiencing success with quality learning challenges.

We need to increase each student's awareness of the rapidly changing world. Let each child realize that education is a life-long process which should enable him/her to be a self-disciplined, self-motivated, responsible, thoughtful, contributing member of the local and the global community.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes Utica Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel on Tenure or probation, as defined by the Michigan Teacher Tenure Act, school psychologists, social workers, speech therapists, counselors, physical and occupational therapists under contract/statement of employment with Utica Community Schools but excluding individuals providing services under contract service agreements, substitutes, individuals employed for Appendix IV positions who are not otherwise members of the bargaining unit, supervisory and executive personnel, certain mentor teachers, members of the Utica Federation of Teachers, Montessori pre-school teachers, and non-certified personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all Employees represented by the Association in the bargaining unit as defined above.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict rights any teacher may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement except through the Association. Should an individual teacher be involved in such exceptions, the Association President or person designated by the President, shall serve as liaison between the teacher and the Board. All communications regarding such an exception will be sent to the Association Executive Board and forwarded by them to the individual teacher.

E. This Master Agreement pre-empts any policies of the Board or the Association which are not in harmony with its written provisions.

F. All individual contracts are subject to the terms of this Master Agreement.

G. If any provision of the Master Agreement or any application of the Master Agreement to any Employee or group of Employees shall be found contrary to law, then such provisions of applications 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.

H. Subsequent Master Agreement:

1. Negotiations leading to a new Master Agreement shall commence not less than ninety (90) calendar days prior to the expiration of this Master Agreement.
2. Neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or without the school district. Written notice of team members will be submitted to the opposing team thirty (30) calendar days prior to the beginning of negotiations.
3. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority 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, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

4. Release time for the members of the Association's bargaining team will be arranged. Negotiations will take place one-half (1/2) on school time and one-half (1/2) on time when school is not in session. The Association agrees to reimburse the Board for retirement costs when negotiations are conducted during work time.

I. Professional Responsibility:

1. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, national origin, religion, age, sexual orientation, gender identity or gender expression.
2. It is recognized that the bargaining agent has the responsibility of supporting all employees of the bargaining unit by enforcing the provisions of the Master Agreement.
3. It is understood that the Association provides legal coverage for teachers in accordance with the MEA Legal Policy.
4. The Board agrees to keep the Association informed as to all central office level discipline, discharge, or similar proceedings that take place concerning all employees whose employment is governed by this Collective Bargaining Agreement.
5. The Board agrees to provide the Association with responses to PERA requests regarding UEA Membership within ten (10) business days. UEA Membership information shall be provided in an electronic spreadsheet form or other "csv' formats.
6. The Association will be invited and permitted to engage newly hired teachers eligible for UEA Membership, preferably at the time of onboarding or orientation.
7. Authorized contributions will be deducted only in accordance with applicable law. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this provision.

ARTICLE II
RIGHTS AND RESPONSIBILITIES

A. It is recognized by all parties to this Agreement that the Board hereby retains and reserves 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.

B. It is further recognized that the exercise by the Board of said powers, rights, authority, duties, and responsibilities through the adoption of policies, rules, regulations and practices in connection therewith shall be limited only by the specific terms of this Agreement.

C. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet and to communicate as required and within reason, with children, parents and/or consultants.

D. As a duly elected body exercising governmental power under 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 the Michigan Public Acts and the Constitution of Michigan and of the United States. The Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment.

E. The Board agrees to furnish to the Association in response to written requests, all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of bargaining unit personnel, county tax allocation budgets, agenda and minutes of all Board meetings, membership data, names and addresses of all teachers, salaries paid thereto and educational background, class size information, and such other information that is necessary for negotiations and the processing of grievances. The Association agrees that it may be required to provide assistance in compilation of such data.

F. The Association shall have the exclusive right over other teacher organizations to post notices of activities and matters of the Association's concern on teachers' bulletin boards, at least one designated section of which shall be provided in each building. The Association may have exclusive rights over other teacher organizations to use the district mail boxes and communication systems for communication to teachers. The Association office, if located within the district, will be included in the inter-school mail delivery service. The Association agrees that the use of this service is at their own risk and is not subject to the grievance procedure.

G. As appropriate space is available, the Board may provide the Association office space at a fair and reasonable rental fee. The Association agrees that the implementation of this provision is not a subject for the grievance procedure.

H. Both parties agree to invoke no policies which shall result in discrimination on the basis of race, creed, color, religion, national origin or ancestry, age, sex, marital status, handicap, sexual orientation, gender identity or expression excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program conducted by this educational agency. The Utica Community School District is an equal opportunity employer.

I. No employee included under the Master Agreement shall be denied his/her right to ensure the enforcement of this Agreement. Neither shall the Board nor its agent make effort to dissuade any individual by reward or threat of future prejudice from enforcing his/her rights under this Agreement.

J. The Association designated officials may use school buildings to carry on Association business provided:

1. There is prior notification and approval from the building principal;
2. The meeting shall not interfere or pre-empt the regular or normal school program;
3. The Association agrees to reimburse the Board for any and all fees and expenses incurred because of such use by the Association or its designated officials;
4. Attendance at these meetings will be limited to Association for its members and/or their invited guests.

K. The use of Board facilities and equipment by the Association designated representatives may be permitted provided:

1. Prior approval is given.
2. The legitimate business of the Association for its membership is conducted.
3. Supplies used in connection with the use of equipment and communication to members (Article II, G.) be provided by the Association or paid for by the Association.

L. Teaching Facilities:

Recognizing the importance of properly maintained physical facilities to the attainment of a high level of educational achievement, the Administration and the Professional Staff will promote and maintain a safe and healthful working environment.

Within the budgetary resources of the district, the Board will provide each teacher and itinerant special services personnel for professional instructional preparation with:

1. A work facility (desk or planning area).
2. A reasonable amount of teaching supplies and equipment to include but not be limited to: pencils, pens, paper, physical education equipment, student chairs, desks, etc.
3. A lockable storage space for art, music, physical education equipment at the elementary level and all special services personnel, which shall be used for their exclusive use, where space and equipment are available.
4. Telephone services and facilities for gathering confidential information.
5. A lockable desk and/or storage area for the personal effects of teachers.
6. Copy machines shall be available for use by teachers for the generating of instructional materials.
7. The equipment and material listed in Section N, 1 through 6 will be used in a prudent manner.

M. No teacher shall be required to administer medication to pupils.

N. Academic Freedom:

1. Realizing that a teacher cannot provide adequate stimulation to students nor permit the free exchange and development of ideas without occasional unexpected results that are easily misconstrued when removed from context, it is agreed that an atmosphere of academic freedom will be maintained.

2. The Board agrees that individual teachers shall be free to present the several sides of controversial issues and topics to the best of his/her ability and knowledge and within the level of maturity of the students involved. All matters, materials and methods of presentation shall be within Board policy and the articles of this Agreement.

O. Personal Lives: Faculty members' lives are not within the appropriate concern of the Board unless it can be demonstrated that their performance of their duties have been adversely affected.

P. Exclusion of Tenure in Position: A bargaining unit member, who has attained tenure, under the Michigan Teachers' Tenure Act, as a classroom teacher, who is in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

Q. Mentor Teachers: No teacher shall be required to be a mentor teacher.

R. Each teacher shall have the right upon request to review the contents of all his/her own personnel files in the presence of an appropriate administrator and in accordance with applicable laws.

S. Materials which shall be identified, but not shared in totality will include pre-employment credentials from educational institutions and previous employers.

T. The Superintendent shall maintain complete cumulative files on all bargaining unit personnel. He/she shall also maintain up-to-date records pertaining to contractual status, performance of duties, tenure status and other such information.

U. Each administrator shall contribute to the employee cumulative files in accordance with his/her administrative duties.

1. Records of a positive nature, including supervisor reports, memos and letters to the employee, plus other miscellaneous evidence of successful service may be included.

2. Records of unsatisfactory performance which may lead to demotion, suspension, dismissal or denial of a leave of absence request, must be specific in content, signed by the administrator, and a copy furnished to the employee. The employee shall acknowledge receipt of said report by signing it.

3. An individual teacher shall have the right to recommend the removal of material from his/her personnel file that is over four (4) years old.

V. Any teacher has the right to have a representative of the Association present during the time that the teacher is being reprimanded or disciplined.

W. Upon receipt of a Freedom of Information Act (FOIA) request for a teacher's personnel file or a FOIA request for other records pertaining to the teacher's job responsibilities, the school district shall attempt to notify the teacher, and the employee will receive an

advance copy, before responding. If the school district is unable to contact the teacher, the district shall notify the Association as an alternative.

ARTICLE III
WORKING CONDITIONS

A. General:

1. The responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association in district-wide agreement implementation meetings.
2. Teachers shall be free to leave the building during their lunch break.
3. Any teacher desiring to leave his/her assigned building prior to the completion of his/her daily schedule, shall first secure permission of the immediate supervisor or Supervisor's designee if he / she is unavailable.
4. Teachers may be required to attend faculty meetings up to a total of sixteen (16) hours per year for the purposes of school concerns, including but not limited to staff and/or departmental communications, certain qualifying hours of which may be counted as professional development (reference Article XXIIB). The principal will set the agenda with input from the NCA/SIT chair. A minimum of forty-eight (48) hour notice will be given prior to holding after school faculty meetings. Should an emergency situation necessitate holding an after-school faculty meeting without giving forty-eight (48) hour notice, the building principal will consult with the Association Building representative. In the event the building principal has exhausted the contractual allotted time, additional time or meetings may be arranged with the mutual consent of the Association and the Administration.
5. Teachers may be required to attend four (4) evening functions per year:
    a. Open houses / curriculum nights, and one (1) other evening function shall be the only evening functions which may be required of all members of a building staff. All other required evening functions will be shared equally by the staff. The activities which are not required of all staff members shall be posted in an identified location in each building and teachers shall choose which activities to attend on a first come, first serve basis. (For secondary EA representatives, see E.8).
    b. Teachers assigned to more than one building shall not be required to attend more evening functions than if they were assigned to only one building.
6. Attendance at any educational or civic function where attendance is not voluntary, but required by the Board in excess of the ones specified will be paid according to Appendix IV.
7. It is recognized by the Association and the Board that all staff has a professional responsibility to share in the general supervision of students to preserve property and the welfare of the students. The establishment and organization of these responsibilities will be mutually developed on an equitable and semesterly basis by

the principal and an Association representative along with an additional teacher from the building.

8. The Association and the Board recognize the need for improved educational programs. It is further recognized that in the event of new courses, program or organizational structure of an experimental nature, working conditions as defined in the contract may be affected.
9. A student teacher will not be used as a substitute for other than the supervising teacher without consultation with the supervising teacher.
10. At the commencement of each school year, teachers will be informed of the emergency procedures plan to handle situations which disrupt the normal operation of the school building program. The plan will be posted in each building, evaluated periodically, with appropriate copies to the Association building representatives.
11. On days when students are excused due to inclement weather, teachers will not report to school. Any student instruction days which are canceled and which must be rescheduled in order to comply with School State Aid Act, shall be rescheduled. The administration shall consult with the Association prior to rescheduling days.
12. The Association President will designate the Association Representative in each building who will be released from non-instructional assignments/duties for the purpose of representing the Association. These duties include but are not limited to:
    a. Attending meetings between teachers and administrators involving disciplinary actions or investigations.
    b. Attend regular implementation meetings with administration.
    c. Disseminate Association information to teachers in their buildings.
    d. Process Level I & Level II grievances.
13. Whenever possible, Human Resources will provide for absent classroom teachers, substitutes who possess appropriate certification, experience and/or interest in the absent teacher's subject area/level. In the event a substitute is not available and a teacher acts as the substitute during their preparation period, they may choose between hourly compensation and adding one (1) hour of paid leave time to their bank in increments of 0.5 days (3 hours) up to a limit of ten (10) days per school year. The maximum daily accrual cannot exceed the preparation time allotted for the day.
14. The Board will provide relief for classroom teachers who are required to attend special education student planning meetings.
15. The Board shall provide in-service training for general education teachers and special education teachers who are engaged in providing the Least Restrictive Environment for special education students.
16. In the event a general education teacher believes the placement of a special education student in his/her class is inappropriate, the affected teacher has the right to request an IEPC. In any case, the general education teacher shall have the opportunity to confer directly with the special education teacher/consultant concerning the student.
17. Each student certified for special education will be counted on the regular classroom teacher's enrollment for class list purposes on a one for one basis.

18. General education teachers will have access to information regarding the nature of a special education student's handicap within the guidelines of the Special Education Rules.
19. When practicable, special education and ELL students will be integrated in a particular grade level or subject area, to provide an equal distribution for all teachers of a particular level or subject area.
20. Teachers will not be required to physically move desks, chairs, and file cabinets.
21. If it is known that an IEPC meeting will include legal counsel or an expert resource person on behalf of the student, the teacher will be notified and shall have the right to request a postponement.
22. Medically Fragile Students
    a. Medically fragile applies to only those students who have chronic conditions which are severe enough to require specialized health procedures, equipment, and techniques, the absence of which could result in a life-threatening situation.
    b. Classroom teachers shall not be required to perform medical procedures. These procedures are: catheterization, tracheotomy suctioning, tube feeding, respiratory treatment and maintenance of medical apparatus. However, teachers are expected to provide assistance in medical emergencies such as administration of epi-pens.
    c. Classroom teachers will be notified of known impairments of students assigned to their class schedule, when legally permissible.

B. Elementary:

1. Teachers shall have a minimum forty (40) minutes for duty free lunch.
2. Non-instructional assignments shall be developed by the building principal in consultation with the Association Representative. Classroom and special area teachers who travel between buildings shall not be required to perform the non-instructional assignments such as before and after school duty on days they travel.
3. The elementary school day shall be seven (7) hours, five (5) minutes. All teachers shall be in their buildings prior to the formal opening of the instructional day and following the formal closing of school in five (5) and ten (10) minute blocks. The time prior to and subsequent to the regularly scheduled school instructional time shall be arranged to accommodate supervision of students. The time when teachers are not supervising students will be used at their own discretion.
4. The building principal and teaching staff shall work out together a mutual agreement as to times for recesses and lunch. There shall be a maximum of twenty (20) minutes for a scheduled recess to take place in the afternoon, and students are to be appropriately supervised. There shall be no scheduled morning recess, however, teachers will have the option of supervising their own class for a morning recess, as needed. There may be exceptions to this arrangement based on individual circumstances. The sum total of morning and afternoon recess shall not exceed thirty (30) minutes.
5. Regular classroom teachers shall have a preparation period when special area teachers are instructing their classes. The Administration will attempt to schedule

special area teachers' schedules in such a manner that all regular classroom teachers shall share equally in their services with daily preparation times. Attempts will be made to rotate on a yearly basis to provide equal service. The Administration will also attempt to schedule common planning time for grade level teachers. Special area teachers include Art, Physical Education, Vocal and Instrumental Music, and Media Center teachers. Special area teacher's am/pm schedules shall be rotated on successive half days to provide for the equalization of preparation time for regular classroom teachers. Claims that special area teachers' schedules are not being equally shared will be referred to the district-wide implementation process.

6. If a teacher must travel between buildings, efforts will be made to limit the number of buildings for that teacher to two (2). Also, the traveling teacher will be responsible to attend staff meetings, professional development and night functions at the building in which he/she teaches a majority of the assigned sections.
7. Elementary teachers shall be provided an average of two hundred fifty (250) minutes weekly for conference/preparation. This time shall be in blocks of not less than thirty (30) minutes. Conference / preparation time may include conferencing for evaluative purpose.
8. Teachers and principal should decide mutually on the instructional organization of the school (team teaching, platoons, self-contained, readiness classes, etc.) with the final decision remaining the responsibility of the Board.
9. During elementary school assemblies, the special area teachers will provide the classroom teachers with scheduled release time.
10. No elementary teacher shall be required to accept administrative responsibilities in the absence of the building principal.
11. Elementary teachers will have until the end of the last student day before the administration may require the final grades to be submitted.
12. **Class Size:**
    a. The maximum class size at the elementary level shall be as follows:

Grade	Meeting Level	Implementation Level
Kdg	26	27
1st	27	28
2nd	28	29
3rd	30	31
4th	31	32
5th	31	32
6th	31	32
L Comb	25	26
U Comb	25	26

    b. Within five (5) school days after the meeting level is reached, a meeting will be held between the teacher involved, the Association representative, and the Superintendent's representative to discuss the pending class overload. At this meeting, a solution will be planned to relieve the overload in the event that another student registers for that class.

If the meeting level is exceeded by one, the plan will be implemented. The time span from the date of registrations to the date of implementing the solution shall not exceed ten (10) school days.

Possible alternative options for overloads are:

1). Additional teacher, either full or half-time
2). Trained teacher aide
3). Rescheduling of students
4). Additional planning time
5). Other mutually agreed actions

c. At the point the meeting level is exceeded by one or more students, extra pay at the rate of $8.00 per student per day will be paid until such time as the class enrollment drops to or below the meeting level or until such time as another relief alternative is implemented. In the event the meeting level is exceeded by three (3) or more students, the extra pay rate shall be $9.50 per student per day. The administration shall have a grace period of five (5) working days at the beginning of the first semester to level class loads before the above language becomes operative. Reimbursement for all class count overages will be paid at the first full payroll period after the end of each marking period.

d. In the event that no agreed solution can be reached at the building regarding relief of the overload, the problem will be referred to a committee composed of the Superintendent's representative and the Association President, or a designated representative, who shall investigate and make recommendations to the building principal, teacher and building representative within seven (7) days of the appeal. Agreed recommendation shall be immediately implemented.

14. Classroom teachers will be provided assistance in order to administer individualized standardized assessments.

15. Assignment of duties, additional duties, and/or exemptions from duties may be developed. Such duties will be assigned when agreed to mutually by the building principal and the Head Building Representative. Claims by teachers that duties are not being "equitably shared" shall be referred to the district-wide implementation process (Article V). Additional duties beyond the school day shall be compensated at the rate established in Appendix II Section K.

C. Special Education

1. Special Education teachers are recognized as constituting part of the elementary or secondary school program and shall accrue working condition provisions and responsibilities allotted teachers under Article III, B and E of this Agreement.

2. The Board will endeavor to provide children with special needs extra consideration regarding off site learning experiences.

3. If directed by the building administrator, testing and observation of non-certified students by the learning center teacher shall not be considered part of that teacher's planning time as defined in Article III, B.7.

4. The Superintendent will consult with the Association before requesting deviations in the Special Education Rule.

5. The State of Michigan Special Education Administrative Rules will be available.

6. Prior to contracting out work, the Board agrees that the district's special education staff, if available, will be offered the first opportunity for additional work. The rate of compensation will be determined by mutual agreement of the administration and the affected department chairperson.
7. Nothing contained herein shall be construed to deny or restrict any teacher the rights provided him/her under both Federal and State Special Education Legislation, Rules and Regulations.
8. For the purpose of maintaining the professional confidentiality of communication with parents, counselors, psychologists, social workers and speech and language pathologists (SLP) will be provided with access to an available phone in a private area.
9. All school psychologists, social workers, ELL, and SLP will be assigned**,** when possible, a private work area suitable to the performance of their duties.
10. Classroom teacher class-loads shall be governed by Special Education Rules and Regulations. Resolution of Special Education class load non-compliance issues shall not be subject for the grievance procedure.
11. When practicable the Board agrees that co-taught classes will not exceed thirty (30) students with a maximum of ten (10) identified direct instruction special needs students. The documents found in Appendix X may be used for overage compensation calculations.
12. Teachers will be included in district KIP / CPI training upon request.

D. Special Area: Art, Vocal and Instrumental Music, Physical Education, and Research Center

1. Special area teachers will not teach more than one (1) class per class period except where mutually agreed upon between the special area teacher and the building principal.
2. Alterations in the specialist teaching schedule shall occur only after prior consultation between the special area teacher, the involved classroom teacher(s), and the building principal.
3. Special area teachers are recognized as constituting part of the elementary or secondary school program and, where applicable, shall accrue working conditions and be provided the responsibilities allotted teachers in Article III, B. and E. of this Agreement.
4. Special area teachers shall be included in the duty schedule at the buildings to which they are assigned. On days that they travel between school buildings they shall be exempt from duty.
5. Elementary special area teachers may schedule extra evening functions beyond those required in A.5.a. in lieu of evening conferences. These shall be scheduled early in the school year and agreed to by the teacher and the principal.

E. Secondary:

1. The school day shall not exceed seven (7) hours, twenty (20) minutes. All teachers shall be in their buildings prior to the formal opening of the instructional day and following the formal closing of school in 5- and 10-minute blocks.

2. All secondary teachers shall have a duty-free lunch period of at least thirty (30) minutes.
3. All classroom teachers shall have a duty-free conference/preparation period equal in length to that of one (1) regular class assignment.
4. Duties: All staff members have an equal responsibility for the general supervision of students during the contractual school day.
5. Secondary teachers will have one full workday plus the weekend following the end of the first and third marking periods before the administration may require grades to be submitted.
6. a. Secondary level administrators will attempt to develop master schedules with the concept of maintaining a five (5) class limitation, with exceptions applicable to the class structure of a particular building. Building administrators will consult with the affected teacher and department chairperson when exceptions apply.

   b. Secondary level administrators will attempt to schedule teachers to a split class for no more than two (2) consecutive years, unless the teacher makes the request for a split and/or the class is only conducive for a split lunch/class.
7. **Flex Schedule (Secondary)**

   Secondary teachers may volunteer for lunch related duty. If chosen by the principal and scheduled for 1st or 6th hour conference the teacher may elect to have his/her schedule altered (flexed). His/her reporting time will be forty (40) minutes later than those teachers not on flex schedule or his/her leave time will be forty (40) minutes earlier than those teachers not on flex time. If the teacher chosen with 1st or 6th hour conference period does not wish flex time or if the teacher chosen does not have 1st or 6th hour conference period, they shall receive compensation each semester in the amount for ½ hour based on the rate established in Appendix II Section K for each lunch period (A, B, C, and D) for each day of participation.
8. One Association representative will be excused from before and after school duties and three (3) evening functions, other than open house/curriculum night. All other UEA representatives will be excused from one (1) evening function other than open house/curriculum night.
9. Whenever possible, teachers assigned to a team will have a daily common preparation period scheduled with their team members.
10. Junior high school principals will schedule their building staff to provide student supervision before and, when necessary, after school. The method of scheduling teachers to provide before and after school supervision shall be on a rotation basis. Teachers not scheduled to provide before school supervision may report ten (10) minutes before the formal opening of school and leave five (5) minutes after the formal closing. Additional duties beyond the school day shall be compensated at the rate established in Appendix II Section K.
11. Effort will be made to maintain the concept of not more than three (3) different preparations during a given block of time (i.e., 10 weeks, semester, full year). It is recognized that special programs may require exceptions to this preparation concept. When circumstances necessitate modification of the three (3) preparations concept, change may be made after consultation with an Association Representative.

12. During the term of this Agreement, a sixth assignment shall be voluntary on the part of the individual secondary teacher and shall be compensated at one sixth (1/6) of their base salary during the assignment.

13. **Secondary Building Chairpersons:**

    a. Building chairpersons positions at the secondary level will consist of:

        1) Junior High chairpersons in English Language Arts, Math, Science, Social Studies, Counseling, Special Services, and P.E./Health/Applied Arts.

        2) Senior High chairpersons in English Language Arts, Math, Science, Social Studies, Counseling, Special Services, Foreign Language, P.E./Health/Fine Arts, and CTE/Business.

    b. Building chairpersons will be recommended by an annual departmental vote with the building principal making the final determination. The principal will post the position of chairperson and the position will be filled within thirty (30) calendar days of a receipt of the petition.

    c. All building chairpersons shall be compensated according to Appendix IV.

    d. Chairpersons will assist in coordinating programs and materials and will serve as instructional liaisons between staff members and the administration.

    e. Chairpersons may assist in in-service education programs for staff, but will not supervise or evaluate bargaining unit members.

14. Each semester secondary principals shall generate a list of those teachers willing to substitute during their prep/conference period. Only if there are no volunteers to handle an in-building subbing assignment, will the building principal make an involuntary assignment. Involuntary loss of preparation time shall be shared equitably. Teachers who sub under this provision will be compensated according to Appendix V Section C.

15. The administration will allocate five (5) school business days per building for the purpose of providing time during the normal work day for Junior High School Athletic Directors to complete their job responsibility. These days will be scheduled through the building principal with the System-Wide Athletic Director and the Human Resources Department.

16. **Travel Pay:** If a teacher is scheduled to travel between buildings, they will be compensated at their daily rate pro-rated for every minute of lost preparation, lost lunch, or increased day. Travel time will be calculated using the drive time as documented by Google Maps, MapQuest, or other similar program plus twenty (20) minutes of passing time commencing at the end of class to the start of the next class. For the purposes of this section, preparation time will be the average (mean) of the number of minutes of the class periods.

17. Junior High Counselors may be required to work up to four (4) days between the last scheduled student day of school and prior to the first scheduled teacher workday of the following school year. Additional days may be scheduled for special purposes as mutually agreeable to the UEA and Board. Three of the four days shall be scheduled by the Board while the remaining day can be scheduled in advance at the Counselor's discretion and in coordination with building administration.

High School Counselors will be required to work ten (10) days between the last scheduled student day of school and prior to the first scheduled teacher workday of the following school year. Three (3) days beyond the ten additional days may be required and scheduled by the Board during the same time period. The Board shall schedule seven (7) of the ten days while the remaining days can be scheduled in advance at the Counselor's discretion and in coordination with the building administration.

Extra days shall be compensated at the Counselor's daily rate.

18. Secondary teachers will be expected to utilize the District provided Learning Management Systems ("LMS").

F. Secondary Class Size:

1. The Board will maintain reasonable maximum class size in all secondary schools.
2. The Board agrees that no teacher's student load will exceed a maximum of 155, except in the physical education, instrumental and vocal music departments, Contacts/Teacher Cadet Program. Individual classes will not exceed a maximum of 34 except in the physical education, instrumental and vocal music departments, Contacts/Teacher Cadet Program. Mutually agreed upon exceptions will be allowed to accommodate special techniques and/or programs. In the event the maximum is exceeded by one or two students, extra pay at the rate of $8.00 per student per five (5) days will be paid until such time as the class enrollment drops to or below the maximum student count. In the event the maximum is exceeded by three (3) through nine (9) students, the extra pay rate shall be $9.50 per student per five (5) days until the overage drops below three (3). In the event the maximum is exceeded by ten (10) students or more, the extra pay rate shall be $10.50 per student per five days until the overage drops below ten (10). Administration will have a grace period of ten (10) days at the beginning of first semester and ten (10) days at the beginning of second semester to level class loads before the above language becomes operative. Payment for all class count overages will be paid at the first full payroll period following the end of each marking period.
3. Health, physical education, instrumental and vocal music classes averaging fewer than 31 students per section may be combined with other classes exceeding 31 students per section to a maximum teacher load of 155. Physical education, instrumental and vocal music classes averaging 31 or more students per section may be combined with other classes averaging a maximum of 31 per section even if the total student load exceeds 155.
4. In 9th, 10th, 11th, and 12th grade English classes, the Board agrees that no teacher's student load will exceed a maximum of 145. Individual English classes will not exceed a maximum of 31. The documents found in Appendix X may be used for overage compensation calculations.

   Those who teach English and another academic discipline, will have their English classes capped at 31 and limited to an average of 29. The maximum student count of 145 in English and 155 in other areas will be computed on a fractional basis. Example: A teacher with two (2) English and three (3) Social Studies classes will have no more than a total of 2/5 of 145 and 3/5 of 155 - 151 students.

In Advanced Placement and remedial/recovery classes, including but not limited to Geometry Recovery and Reading for the Real World, the Board agrees that no teacher's student load will exceed a maximum of 145. Individual Advanced Placement classes and remedial/recovery classes will not exceed a maximum of 30.

Those who teach Advanced Placement or remedial/recovery classes and another academic discipline will have their Advanced Placement or remedial/recovery classes capped at 30. The maximum student count of 145 in Advanced Placement or remedial/recovery classes and 155 in other areas will be computed on a fractional basis. Example: A teacher with two (2) Advanced Placement or remedial/recovery classes and three (3) Social Studies classes will have no more than a total of 2/5 of 145 and 3/5 of 155 -151 students.

5. Effort will be made to maintain the concept of balancing or leveling of students among the teacher's class sections.
6. When a teacher voluntarily accepts a sixth assignment, the provisions contained in Article III. F. 2. are not operative.
7. When a teacher requests that the Administration allow the maximum student load to be exceeded Article III. F.2. and F.4. are not operative.
8. Teachers with partial schedules will have a maximum average of 31 students times the number of classes they teach and an individual cap of 34 students.
9. Counselor case-loads:

   Junior High caseloads will have a maximum of 400 students. High School caseloads will have a maximum of 375 students. Overage will be paid at $10 per student, per semester at the end of each semester based on the assigned caseloads at the time of the official pupil count during each semester.

   Each high school shall have one of its counselors serve in the role of Advanced Placement (College Board) Coordinator (See Appendix IV) for the high school. In the event that no counselor is hired for the role, the Board shall assign the responsibility to one of the high school counselors until such time that one of the school's counselors is hired for the role.

G. System-Wide Chairs

1. A K-12 System-Wide Chairperson in Counseling, Foreign Language, Speech & Language/Social Work/Psychologist, will be appointed by the Curriculum Department for terms of two (2) years.
2. An Elementary System-Wide Chairperson in English Language Arts, ELL/Multilingual, Fine Arts, Math, Performing Arts, Physical Education/Health, Media Center, Science, Social Studies, and Special Services will be appointed by the Curriculum Department for terms of two (2) years.
3. A Secondary System-Wide Chairperson in CTE/Business, English Language Arts, ELL/Multilingual, Fine Arts, Math, Performing Arts, Physical Education/Health, Science, Social Studies, Special Services will be appointed by the Curriculum Department for a term of two (2) years.

4. System-Wide Chairs may be granted release time to properly perform his/her responsibilities. They may be granted up to five (5) days release time to perform his/her duties.
5. System-Wide Chairs will assist in coordination of programs and materials and will serve as instructional leaders/liaisons between department members and the Curriculum Department K-12. They will assist School/District leaders in coordinating, planning, and leading in-service education programs for staff, such as DPPD and Professional Learning, as well as plan or attend department/leadership meetings, but will not supervise or evaluate bargaining unit members.
6. System-Wide Chairs shall participate in the interview process, upon request, as part of system-wide responsibilities.
7. System-Wide Chairs shall be compensated according to Appendix IV.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definition:

1. Any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement, a violation of the right to fair treatment under the terms of this Agreement, established Board policy governing teachers, or a complaint concerning disciplinary action not covered by the Tenure Act, shall be a grievance and shall be resolved through the procedure set forth therein.
2. An aggrieved person shall mean the person or persons who are members of the bargaining unit covered by this contract and shall include probationary employees. Non-renewal of a contract for a probationary employee shall be excluded from arbitration when the non-renewal is based on less than effective evaluation.
3. A Party of Interest shall mean the person or persons making the complaint and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
4. The term "Days" in this Article shall mean teacher work days, except where otherwise indicated.
5. Forms for filing and processing a grievance shall be designed by the Superintendent of Schools and the Grievance Committee. They will make provisions for the description of the alleged contract violation (time, place, circumstance, etc.) suggested solution and other such information that both parties deem necessary. Such forms shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teacher Tenure Act.
7. The primary purpose of this grievance procedure is to secure as rapidly as possible equitable solutions at the closest supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a legitimate grievance to discuss the matter informally with his/her immediate supervisor as described in Level One of the procedure.
8. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as the maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit, at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, in writing mutually agree to extend the time limit at any step.

9. At Level Three and above, there shall be a meeting between the Board's representative and the Association or its designated representative, in an effort to resolve the grievance. The aggrieved person shall not be present at such meetings unless the representative of the Board and Association mutually agree that this presence is necessary.

10. The Association may position a grievance at Level Three, if in their opinion, the grievance represents a class action.

B. General Principles:

1. Any teacher who is a member of the bargaining unit covered under this contract, or any group of such teachers, or the Association believing that they are aggrieved, may file a grievance in accordance with the principles and procedures designated in this Article.

2. In processing grievances, release time may be granted only upon mutual consent by the aggrieved person, the Association, and the Superintendent. Such release time shall be without loss of pay.

3. The Association shall establish a Grievance Committee. Any member of the Grievance Committee who shall be a party of interest to any grievance, shall be disqualified and a substitute shall be named by the Association, except in any case where such a large group of teachers is involved, as to make this impractical. No more than three (3) members of the Grievance Committee or three (3) members of Administration may be present during grievance proceedings except by mutual consent of the Association and the Board representatives, provided however, legal counsel or officials of the M.E.A. may participate at Level Three and above.

4. A grievance may be withdrawn at any level without prejudice.

5. If, in the judgment of the Grievance Committee, a grievance affects a group of teachers, the committee may process the grievance at the appropriate level up to Level Three.

6. Upon failure of the aggrieved person or Association to file the grievance within the limits specified in the succeeding section of this Article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.

7. The President of the Association must, in writing, supply the names of the Grievance Committee to the Board before the Board has a duty to deal with them. The Association may change or add a designate representative by giving ten (10) days prior, written notice to the Board. Such change shall not affect any grievance in process.

C. Procedure:

1. LEVEL ONE - Any teacher will first discuss the problem with the appropriate administrator within ten (10) workdays of the alleged act with the objective of resolving the matter informally. Said teacher may be accompanied or represented by an Association representative.

2. LEVEL TWO - In the event the teacher is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days of the presentation of the grievance, said teacher may file the grievance in writing with the Association's Grievance Committee with a copy to the appropriate administrator. The appropriate administrator shall initial and date the form. If a

dispute shall arise as to the time of filing, such initialing shall be conclusive evidence of the date of its receipt. The filing with the Grievance Committee and initialing of the copy by the appropriate administrator must occur within five (5) workdays of the decision rendered at Level One or the expiration of time limit at Level One. The appropriate administrator shall meet on the grievance within five (5) workdays of receipt of the written grievance at Level Two. This meeting may be attended by not more than the grievant, two representatives of the Association and two representatives of the Board. Within five (5) workdays from the meeting the appropriate administrator shall render a decision in writing to the grievant.

3. LEVEL THREE - In the event the Association is not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been rendered within five (5) work days after the meeting at Level Two, the grievance procedure may be further invoked by presenting the written grievance through the Grievance Committee to the Superintendent of Schools or designated representative. Such action must be taken within five (5) workdays of receipt of the decision at Level Two or of the expiration of the time limit for rendering such decision. Within ten (10) workdays from receipt of the grievance at Level Three, the Superintendent or designee shall hold a meeting with the Association to discuss the grievance. A decision shall be rendered by the District within ten (10) workdays of the meeting held at Level Three.
4. LEVEL FOUR - In the event the Association disagrees with the decision of the Superintendent at Level Three, such grievance may be appealed to arbitration. Written notice of such appeal is to be given to the Superintendent or designee within ten (10) work days of the decision at Level Three.
    a. If the parties are unable to mutually agree upon an arbitrator within ten (10) days after the written request for arbitration, the dispute shall be processed under the auspices of the American Arbitration Association; the conduct of said hearing shall be controlled by its rules. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side at least by the third step.
    b. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement nor to change any practice, policy, or rule of the Board, nor to substitute his/her judgment as to the reasonableness of any such practice, policy or rule. The arbitrator shall be limited to deciding whether or not there has been a violation of the terms of the Articles, and sections of this Agreement and any binding past practices which exist between the parties. The Arbitrator shall not create obligations and conditions binding on the parties from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
    c. The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Board, and all other expenses shall be borne by the party incurring them.
5. EXPEDITED ARBITRATION - Both parties to this Agreement may mutually agree to process a grievance at Level Four to expedite arbitration. The arbitration shall be

conducted under the auspices of the American Arbitration Association; the conduct of said hearing shall be controlled by its rules.

a. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side by the Level Three.
b. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
c. The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Board, and all other expenses shall be borne by the party incurring them.

ARTICLE V
IMPLEMENTATION PROCEDURES

A. District Level Meetings:

1. Implementation meetings shall be held between representatives of the Board and the Association negotiating teams, when requested by either team, however, neither party shall be required to meet more than one (1) meeting per month.
2. The purpose of these meetings will be to review the administration of the contract and resolve any problems that are not of a grievance nature. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
3. All meetings between the parties regularly scheduled to take place as promptly as possible at a time when the teachers involved are free from assigned instructional responsibilities unless otherwise requested by either the Association or the Board. The rescheduling will take place within ten (10) days of the request from the Association or the Board at other than instructional time unless otherwise mutually agreed.
4. When a mutually acceptable amendment of the Agreement results, it will become valid when ratified by the general membership of the Association.

B. School Building Meetings:

1. Implementation meetings shall be held between the Association building representative and the building principal when requested by either party, however, neither party shall be required to meet more than one (1) meeting per month.
2. The purpose of the meetings will be to review the administration of the Agreement relating to the individual building and to resolve any problems that may arise.
3. These meetings are not intended to by-pass the grievance procedure.
4. Either party may require that representatives of both negotiation teams be present.

5. Problems upon which agreement cannot be reached will be referred to the District Level Implementation Meetings.
6. Any solutions arrived at must be consistent with the provisions of the Master Agreement.

C. Special Education, Elementary Specialists Department Implementation Meetings:

1. Implementation meetings shall be held between the Association Department Representative and the appropriate director when requested by either party, however, neither party shall be required to meet more than one (1) meeting per month.
2. The purpose of the meetings will be to review the administration of the Agreement relating to the individual teacher and/or departments and to resolve any problems that may arise.
3. These meetings are not intended to by-pass the grievance procedure.
4. Either party may require that representatives of both negotiation teams be present.
5. Problems upon which agreement cannot be reached will be referred to the District Level Implementation Meetings.
6. Any solutions arrived at must be consistent with the provisions of the Master Agreement.

D. Refusal of a reasonable request to meet shall be referred to the Superintendent and the Association President.

ARTICLE VI
PROFESSIONAL QUALIFICATIONS

A. New teachers employed by the Board for a regular teaching assignment will hold a Bachelor's Degree from an accredited college or university and a valid Michigan Teaching Certificate.

B. Exceptions to this provision shall be vocational education personnel who are authorized to teach by the State Board of Education in their respective area.

C. The Association shall be notified, within 30 days of hiring, of any teacher who is employed with other than a permanent or provisional certificate.

D. Counselors, school psychologists, social workers, speech therapists, and other school support service professionals shall be fully licensed and/or certified as required by the State of Michigan to provide services in the public schools.

E. During the first semester of each school year, the District will make every effort to notify each teacher of the date that his/her certification is scheduled to expire. Certification is the teacher's responsibility. Failure to be certified may result in termination of employment.

F. All employees including those hired prior to January 1, 2006 shall comply with the School Safety Legislation (Public Acts 121-139 of 2005) including, but not limited to, compliance with notice provisions, fingerprinting requirements and future amendments.

ARTICLE VII
TEACHER EVALUATION

A. Beginning with the 2024-25 school year the performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals developed collaboratively between the teacher and the administrator and approved by the administrator to improve effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics.
5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
    a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals that utilize available data as determined annually by the individual teacher(s) and approved by their administrator.

B. It is the administration's responsibility to assist teachers in becoming oriented to the evaluation process and to improve instruction through observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher.

C. Each bargaining unit member will be apprised of his/her teaching responsibilities. Teachers will also be apprised of any additional responsibilities and evaluation criteria at the commencement of the school year or when otherwise appropriate.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. The administration shall base its evaluation of teacher performance on formal and informal observation and other disclosed methods of evaluation.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. The feedback on the observation must include a review of pupil engagement in the lesson and classroom management.
    b. There shall be notice of each planned observation date given to the teacher at least twenty-four (24) hours prior to a formal observation. This shall not apply to unscheduled observations.
    c. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than fifteen (15) school days after the observation occurred. The teacher will be provided written feedback on that observation.
    d. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated. The initial observation shall occur no later than December 15 of each school year commencing with 2025.

e. As soon as an administrator identifies that any domain of a teacher's evaluation may be below effective, the administrator will inform the teacher of the concern.
f. If an administrator identifies a teacher's evaluation that is in danger of being below effective, the administrator will notify the teacher of this prior to May 1 and provide opportunities for the teacher to demonstrate improvement. Specific feedback shall be provided with the notification. All observations shall be complete by May 1 unless scheduled for the purpose of providing the opportunity for the teacher to demonstrate improvement on identified concerns. <u>The above timelines do not apply in matters of misconduct.</u>

F. The administration shall prepare and submit written evaluations. If a teacher is rated as "needing support" or "developing", the administrator (and where appropriate with teacher input) shall identify areas needing improvement and shall set forth ways in which the teacher is to improve and the assistance which will be provided for attaining said improvement. Failure to use reasonable techniques for improvement which were suggested or mutually agreed to will be documented by written report, a copy of which will be submitted to the teacher.

The year-end evaluation determination and form shall be delivered to the teacher no later than June 1, unless delay is caused by absence. If a written evaluation is not provided, the teacher is deemed effective.

Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or have extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall receive the same rating they received in the prior year.

In addition to the above, non-probationary teachers who are evaluated with an individualized development plan (IDP) (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

1. specific performance goals that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.
2. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
3. a mid-year progress report as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

G. A teacher may place in their personnel file a rebuttal to an evaluation.

H. <u>Rights of Non-Probationary Teachers:</u>

1. A non-probationary teacher rated "needing support" shall have the following due process rights:
   a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request

for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
    ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.

2. A non-probationary teacher who receives two (2) consecutive ratings of "needing support" may request Binding Arbitration with the American Arbitration Association (AAA) within 30 calendar days after receiving the written response from the superintendent/district. The arbitration shall be subject to the uniform arbitration act. The arbitrator must:
    a. Be selected through the procedures administered by the AAA in accordance with its rules.
    b. Have the authority to issue any appropriate remedy.

I. The building principal or the appropriate administrator are responsible for executing a written evaluation of all personnel in his/her building at least once every three (3) years. Non-probationary teachers who have been rated as "effective" on their three (3) most recent evaluations shall be on a triennial evaluation cycle based on a method mutually agreed upon by the Board and the Association. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

The Board will inform the Association within the first five (5) weeks of school which administrator will be designated to execute the evaluation of all Special Education, Special Area, and Special Program teachers.

J. The Board and the Association recognize the need to provide positive assistance for a teacher receiving a less than satisfactory evaluation.

K. The Board and the Association recognize that a student's academic progress is a combined result of school, home, economic and social environment and that teachers alone are not responsible for all aspects of academic achievement.

L. In the event that the present teacher evaluation instrument is to be revised or replaced, it shall be submitted to a joint committee of teachers and administrators. The proposed instrument shall be referred by the joint committee to the appropriate curriculum committee for review and recommendations prior to the submission to the Superintendent. It is recognized that non-traditional assignments may require a separate evaluation tool.

M. Any review or revision of the evaluation process shall be submitted to a joint committee of administrators and teachers for the purpose of developing new evaluation techniques and criteria. The criteria might include the following:

1. Knowledge of the subject area

2. Ability to impart said knowledge
3. Manner and efficacy of discipline over students
4. Rapport with parents and other teachers
5. Physical and mental ability to withstand strains of teaching

N. Mentor teachers shall not be involved in the evaluation process contained in this Article.

O. Non Tenure Teachers: School psychologists, social workers, speech therapists, counselors, physical and occupational therapists whose employment is not governed by the Teacher Tenure Act will follow the collectively bargained evaluation process as outlined in the "Teacher Evaluation System for UEA Members who are not in positions requiring certification and whose employment is not governed by the Teacher Tenure Act" document, further referred to as Non Tenure Evaluation.

ARTICLE VIII

DISCIPLINARY SUPPORT AND PROTECTION OF TEACHERS

A. Protection of Teachers:

1. Acceptable student behavior is a primary concern of the Board. It is the aim of the Board, administration, and instructional staff to promote through its policies and regulations the highest possible standard of conduct and an atmosphere for good instruction. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the employer to teachers at the commencement of the school year.

2. Each staff member is expected to take an active part in promoting proper student behavior in the classroom and throughout the school building and grounds. Teacher authority and effectiveness in the classroom are enhanced when students discover that there is administrative backing and support of the teacher. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline of students.

3. Any case of assault and/or battery 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/her rights and obligations with respect to assault and/or battery, (but shall not render any additional legal services) and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

4. Any complaint against a teacher by a parent, student or other person will be called to the attention of the teacher in a timely manner and shall include the specific nature of the complaint. The teacher has the right to due process. No action against a teacher based on a complaint will be taken without notice to the teacher**.** The teacher may request union representation.

5. Time lost for appearances before a judicial body or legal authority, by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless the teacher is found guilty of the criminal or civil charge in a court of competent jurisdiction as related to the incident.

6. It is agreed that it is in the best interest of all parties that matters of a confidential nature such as discipline or performance concerns be conducted in private.

B. Disciplinary Support:

1. Nothing is more important to the attainment of a good education than regular attendance in class. Cooperation is needed between parents, school personnel and students to ensure that every student attends class. It is the Board's responsibility to promulgate policies, rules and regulations pertaining to student attendance which will encourage students to maintain high levels of school attendance. Excessive tardiness or absenteeism may be deemed sufficient grounds to deny student advancement, promotion, or graduation.

2. Teachers may use such force as is necessary to protect property, themselves, a fellow teacher, district employee or administrator, or a student from attack, physical abuse or injury.

3. Since teachers have responsibility to maintain order and control within the classroom, and general responsibility to maintain proper student behavior on school property, teachers should take necessary action to assist the student to modify inappropriate behavior. Such corrective measures might include, but not be limited to, the following:

    a. Teacher-student conference
    b. Parent-teacher conference
    c. Preferential seating
    d. Consultation with other professional staff
    e. Student detention
    f. Special projects

4. A teacher may refer a pupil to the principal's office for persistent misbehavior when the disruptive effects of the behavior make the continued presence of the student in the classroom intolerable. The teacher will provide the principal with a detailed report which should include description of the student's behavior and previous actions taken to modify or correct that behavior. The principal will provide the teacher a written response which should outline the action taken regarding the teacher's complaint.

5. When the seriousness of a specific incident or persistent disobedience makes the continued presence of the student in the class a disruptive influence on the educational process, a teacher may remove a pupil from the class to the principal's office or other supervised area. In such cases, the teacher will furnish the principal, as promptly as employment obligations will allow, full particulars of the incident in writing. A student temporarily excluded from class for incidents of serious misconduct will not be readmitted to class until after the building administrator and teacher have a conference to discuss the incident causing the student's exclusion. However, the teacher may waive the required conference.

6. Individual records will be maintained on student discipline both by the teacher and the administrator and will be mutually available as an aid in future determinations. The record shall contain a description of the incident involved, action taken, date and time.

7. No student's grades shall be changed without notification being given to the teacher involved. Upon notification of said change, the teacher may request a meeting with the building principal to be advised of the reason for said change and to be allowed to discuss the necessity of said grade change.

8. Detention of a student at the end of a school day will follow prescribed Board policy.

C. Discipline shall be consistent with the standards established by the Michigan Teacher Tenure Act, including for probationary teachers who have not yet earned tenure in Utica Community Schools. For any bargaining unit member for whom the Michigan Teacher Tenure Act does not apply, the Administration will be bound by the concept of just cause - the test of which shall be whether the Board or its agent had reasonable grounds for initiating the reprimand or disciplinary action.

D. No teacher shall be disciplined within view or hearing of students, teachers and/or parents. It is agreed that redirection is not discipline.

E. Discipline, when invoked, will be progressive in nature such that the teacher has the opportunity to improve, with the understanding that the Board or their representative may reprimand, suspend, demote, or discharge an employee appropriate to the seriousness of an individual incident.

ARTICLE IX
ASSIGNMENT

In an attempt to promote quality education, teachers shall be assigned to teaching positions within the scope of their teaching certificate, endorsement, degree obtained (major or minor), or certified teacher authorized through the Michigan Department of Education, and criteria of the U.S. Department of Education institutional accrediting agencies.

A. Assignment shall be defined as the assignment of class schedules, grade level and/or departments to individual teachers.

B. All teachers will be given notice of their schedules and/or assignment for the next year, not later than the last scheduled day of school in June. Teachers may request of the building principal, a review of their assignment prior to the beginning of the subsequent school year. If the assignment is changed when school is in summer recess, the affected teachers will be consulted and/or notified in writing.

Assignment pending status shall qualify for the purposes of Article X. B. Unassigned teachers and teachers returning from leave will be given assignments according to their certification, endorsement, degree obtained (major or minor), or certified teacher authorized through the Michigan Department of Education, and criteria of the U.S. Department of Education institutional accrediting agencies. A teacher returning from leave shall be placed for immediate appointment to an available position for which he/she is qualified.

C. For the purpose of this Article teachers shall be grouped as follows:

1. Regular education teachers and counselors assigned to buildings. Assignment of these teachers will be the responsibility of the building principal.
2. Special area teachers (elementary art, instrumental and vocal music, media center and physical education). Assignment of these teachers will be the responsibility of the Curriculum Department.
3. Special education teachers (including psychologists, social workers, elementary T.C.'s, homebound, speech therapists, work study coordinators, physical therapists, occupational therapists). Assignment of these teachers will be the responsibility of the Special Education Department.
4. Special program teachers (e.g. Montessori, ELL, Title I, reading consultants). Assignment of these teachers will be the responsibility of the Curriculum Department.

D. Co-Curricular Assignments: Any co-curricular assignments beyond the normal teacher schedule during the regular school year shall not be obligatory, but shall be made only with the consent of the teachers. Preference in making such new assignments will be given to teachers regularly employed in the district.

E. At the secondary level, teaching assignments in instrumental music, vocal music, drama, debate and forensics carry an obligation to conduct to the co-curricular activities

associated with their assignment which are specified in Appendix IV. The acceptance of this obligation is inherent in the acceptance of the regular class assignment.

ARTICLE X
TRANSFER

A. TRANSFER:

1. A transfer shall be defined as a change in work location or special department as stipulated in Article X, A.2.a., b., c., or d.

2. Transfer for administrative purposes may be made for the following reasons:
   a. To ensure an equitable distribution of teachers based on sex, experience, race and certification.
   b. To avoid layoffs pursuant to Article XVII, should vacancies exist at the time of layoff determination.
   c. When it is reasonably necessary to carry out the curriculum needs of the district.
   d. For the re-assignment of a teacher to a more productive teaching experience.

3. Transfer request forms will be made available to teachers by the Human Resources Department. Transfer requests are to be submitted to the Human Resources Department by April 1.

4. Should the need for reductions be determined:
   a. The Board will attempt to identify staff reductions in buildings and special departments by May 25th. Administrative transfers and assignment changes within a building shall be facilitated to the extent possible to provide assignments for the most senior staff members as defined by their seniority ranking described in Article XII, provided that the more senior teacher within the building is certified to teach the position held by the less senior teacher.
   b. However, if the transfer of a less senior teacher would lead to a layoff that would be avoided by the transfer of the more senior teacher, an exception will be made.
   c. Staff being administratively transferred due to lack of an assignment and not identified for layoff shall have the right to be placed by the district in a vacant position.

5. It is recognized that frequent transfers of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance.

6. When a school is closed, staff members at that school shall be offered the choice of vacant positions that exist at the school(s) that are absorbing the students from the closed school, prior to any other transfers being facilitated.
   a. Should more than one staff member from a closed school request an available position, the staff member with the higher seniority as defined by Article XII will be placed into the position.
   b. In the event that there are no remaining vacant positions available for a staff member from a closed school, the process in Article XVI shall be applicable.

7. Teachers who request a transfer shall be notified of the final disposition of their request no later than five (5) days prior to the first scheduled teacher work day.

B. VACANCY:

1. For the purpose of this Article, a vacancy will be defined as any position to which a teacher is not assigned.

2. Positions which become vacant between the beginning of the school year and the end of the first semester and are known to extend to the end of the school year will be posted and made available to voluntary transfers, EXCEPT:
   a. Where the position is to be eliminated.
   b. Where the position will be filled by a teacher returning from leave or recalled from layoff.
   c. Where the position is being held for a person on a compensable leave of absence.

3. During the first semester, decisions to eliminate a vacant position or offer a position to a laid off teacher for the remainder of the school year will be determined within ten (10) working days of the position becoming vacant.

4. Positions offered for potential voluntary transfers will be posted on the Utica Community Schools application website and sent via electronic notification to all teachers. The vacancy will be posted for five (5) working days from the date of the posting.

ARTICLE XI

CURRICULUM LEADERSHIP COUNCIL

A. The Board recognizes that the teachers are well qualified and desire to assist in researching, formulating and evaluating policies and programs in curriculum. To that end development of teacher leaders to work in concert with district leadership is a goal of the Board. The following are designed to insure that teachers are encouraged to be engaged in the areas of curriculum leadership and instruction.

B. The Board, therefore, will cooperate in sustaining curriculum leadership through the continuance of the Curriculum Leadership Council (CLC):

The purpose of the CLC is to review all new programs, major revisions of programs, and new texts that will be brought to the Board for approval whether instituted by teachers or administrators. In addition, the CLC will be involved in research evaluation for implementation and facilitate the uses of best practice in the area of curriculum and instruction and classroom practice.

C. Structure:

1. The CLC will be composed of ten (10) appropriate teachers appointed by the Association. Teacher membership will include four (4) members, one from each of the core academic areas (ELA, Mathematics, Science and Social Studies). There will be one (1) representative from Special Services as well as four (4) additional members. The building, subject area and grade level or department representation should be given high consideration in the additional Association appointments. A teacher chair

will be appointed by the Association and in any issues voted upon by the committee the chair will cast a vote only in case of a tie. Administrative representatives will number nine (9) and will include members of the curriculum department, secondary and elementary levels as well as special services.

2. The Curriculum Leadership Council will meet up to eight (8) meetings after school per year. The Council members will receive compensation at the rate of $50 per meeting.
3. The Curriculum Leadership Council may be required to schedule meetings during the summer months on a need basis.
4. All members of the CLC may be provided two (2) days of release time for leadership tasks.

D. The purpose of the CLC is advisory in nature. The final responsibility for the adoption of curriculum reposes with the Board.

1. All major revisions of curriculum and new programs whether initiated by teachers or administrators shall be presented in writing as actionable items to the CLC.
2. Teachers input will consist of, but not be limited to, current educational research, philosophy and teacher experiences. They will promote opportunities for teacher leadership in areas pertaining to curriculum. They will serve as a channel of communication among the school community to bring about better understanding in District vision and goals about instructional matters.
3. If the need arises to study issues pertaining to curriculum scope and sequence or areas of special concern are identified; the CLC may in cooperation with representatives from the curriculum department identify teacher leaders who are highly qualified in their subject area, to serve on an ad-hoc committee in order to review, evaluate and propose suggestions to the CLC and District administration. Ad-hoc committee members will be paid at the rate of $25 per meeting.
4. The CLC in cooperation with the curriculum department leadership will develop a monthly update for all District staff on the status of all curriculum related initiative including ad-hoc committee reports.
5. Twice yearly, System-wide Department Chairpersons will deliver a report identifying areas of progress, concern and those issues identified for further consideration as to the “State of their Discipline”.
6. Constitution by-laws and procedures will be established by the CLC.

E. Utica Community Schools will comply with all State and Federal mandated curriculum initiatives.

ARTICLE XII
SENIORITY

A. For the purposes of this Collective Bargaining Agreement seniority is defined as "service credit".

B. Service credit will be adjusted for all dock time equal to the amount of the dock.

C. Service credit is computed from the first day worked and from the last date of hire as a bargaining unit employee. The date of signing an individual contract and/or the date of formal approval by the Board is not a determining factor.

D. Computation of Service Credit:

1. Prior to June 12, 1982 - service credit will be granted on a full-time basis for all employees who were actively working whether they were full-time or less than full-time.
2. Effective June 12, 1982 - service credit will be granted on actual time worked in a bargaining unit assignment.

E. Service credit list will be published on November 1st of each school year and will be posted on the Association bulletin board in every building. This list will be a total seniority list of all employees listed in descending order. A copy will be given to the Association president.

F. The service credit list will include the following information:

1. Name
2. Date of last hire.
3. Service credit (as of the previous June 30th).
4. Certification (as filed with the district's Human Resources Office).
5. Starting 1984-1985 school year - major(s) and minor(s)

G. Challenges to the posted service credit list may be made through the Utica Community School Human Resources Department. Forms for such challenges will be developed and printed by the Human Resources Department. Copies of all challenges will be forwarded to the Association office. Challenges must be made within twenty (20) working days from the posting of the service credit list.

H. Service credit will not accumulate during the periods of lay off or periods of non-compensated leaves.

I. Service credit shall accumulate to employees during periods of sabbatical leave, compensated sick leave, association leaves of absence and while on assignment in an administrative position. At the commencement of the 1984-1985 school years, previously accumulated service credit within the bargaining unit shall be retained, but no additional service credit will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining position.

J. Service credit will terminate upon the individual's:

1. Resignation/discharge
2. Retirement

3. Failure to return to work after verifiable receipt of a recall notice. This subsection shall not apply to persons employed by a Michigan Public School System at the time of recall.
4. Failure to return to work at the expiration of an approved non-compensated leave of absence.

K. If more than one employee has the same service credit, their service credit status shall be determined by alphabetical order of their name, starting with the surname.

1. For the purpose of this Article, the employee's name shall be that which is on file in the Human Resources Office as of date of final ratification. New hires will use the name on their original contract.
2. The alphabetical order will not be the regular order of the alphabet, but determined by arranging the letters in order of a draw of numbers from one (1) through twenty-six (26).

L. The use of the Utica alphabetical order mentioned in this Article was established and placed in use as of June, 1983, and is contained in Appendix VIII.

ARTICLE XIII
LEAVE OF ABSENCE

A. General Principles:

1. Leaves will be granted in accordance with specified provisions for each type of such leave as hereinafter provided.
2. Compensated leaves will be provided for the primary purpose of protecting an employee's income and assignment during protracted periods of unavoidable absence, as hereinafter provided in this contract.
3. All leaves shall be for a definite period with a specific termination date. Teachers being granted such leave shall be required to report to duty upon the termination thereof.
4. Leaves will be granted when approved by the Board for periods exceeding one (1) semester. The teacher must submit reaffirmation of intention to return or a renewal application at least sixty (60) days prior to the expiration of the leave.
5. Leaves of one (1) semester or less will be granted when approved by the Superintendent.
6. The parties agree that abuses which defeat the purpose for which the leave exists are in violation of the ethical standards of the teaching profession and are intolerable to the public responsibility reposed in the Board.
7. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in the leaves as outlined herein. It is understood that any teacher found to have violated these restrictions will be charged with a major offense which exposes him/her to possible disciplinary action.

8. **Annual Accumulation:**

   a. Teachers shall be entitled to paid leave accumulation per school year based on the following schedule:

Years Worked	1	2	3	4	5	6	7	8	9
Paid leave days credited to the teacher	15 days	15 days	15 days	15 days	7 days	7 days	7 days	7 days	11 days

   Each teacher shall receive eight (8), four (4) and six (6) days respectively at the beginning of the first semester. Each teacher shall receive the remaining days at the beginning of the second semester.

   b. If a teacher leaves the employ of the UCS during a school year, their leave will be pro-rated. Should a teacher use sick leave days to which the teacher is not entitled, the teacher shall reimburse the District for those days; those days shall be deducted from the teacher's total, e.g. sick leave bank adjustments.

9. **Longevity Accumulation**: Unused paid leave left over at the end of the school year shall be accumulated to each teacher's credit.

B. Non-Compensated Leaves:

1. **Military Leave:** Military leaves will be granted and re-employment will be governed by the provisions of the Universal Military Training Act.
2. **Medical Leave:** Leave of absence will be granted for incapacity when the following conditions are met.
   a. Teachers are responsible to inform the School Administration of the health-connected reason for any absence as promptly as possible. A tenure teacher may, at any time prior to the expiration of the paid-for sick leave, request in writing extended leave of absence terminating at a specified date.
   b. Should extension of a leave terminating at the end of the school year be required, a renewal application, along with the physician's certification, must be submitted before the close of school.
   c. In the event a teacher, who is absent on leave which terminates at the end of a school year, recovers and is released by the attending physician so as to return to work before the expiration of the leave, then said teacher shall have to notify the Human Resources office in writing of this intention to return. Such application must be supported by a report from the attending physician certifying that the teacher is fully recovered and capable of performing the functions and duties of his/her position. This notice shall be given as much in advance of the teacher's intended return as possible.
   d. Upon the effective date of the physician's release, the teacher shall immediately report for duty or be promptly referred to the Board's selected physician for examination.
   e. Teachers who do not report recovery when released by the attending physician for return to duty or who refuse to accept an available opening offered or who fail to request extension of leave, and do not report for duty upon such expiration, shall be subject to termination as an employee.

3. **Childcare Leave:**
    a. Leaves of absence may be granted for six (6) months to one (1) year.
    b. The date of leaving shall be agreed upon by the employee and their principal or supervisor based upon the best interests of the school and the employee, provided they are able to fulfill all conditions of employment, with consideration given to the closeness of a vacation period, report card marking, or to the end of the semester. In the event agreement is not reached, the date of leaving will be determined by the Superintendent. The continuity of instruction and the personnel needs of a school as well as the health of the employee, are factors which will be considered in establishing the termination date.
    c. An extension of a leave may be granted provided that the application for such extension is made before scheduled return to work from the child care leave. A written notification by the teacher of their intent to return to work shall be submitted to the Human Resources Department at least sixty (60) days prior to the expiration of the leave. Any combination of childcare leave and extension of same cannot exceed two (2) years. An employee will not receive scheduled increases in salary or seniority credit during such leaves.
    d. Return from childcare leave prior to the termination of the leave may be approved. Refusal to accept an appointment they are offered, for which they are qualified, will result in termination of employment.
    e. An employee adopting a child may receive a leave under this provision which shall commence upon entry of an order by the probate court awarding custody to the adopting party.
4. **Consent:** Leaves for periods of up to one year other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be a matter for grievance procedure. Consent leaves are limited to five (5) at any given time.
5. **Career Change:** A teacher may be granted a leave of absence for up to a maximum of one (1) year for the purpose of exploring the possibility of making a "career change". Teaching in another public school system shall not be considered a career change unless the employment is out of state. Requests for career leaves shall be submitted prior to May 1st.
6. **Public Service:** A teacher shall be granted a "Public Service" leave when elected or appointed to a full-time public office. Such leaves shall be one (1) year or the length of term of office and may be renewed upon request.

C. Understanding Non-Comp:

1. Non-compensable leaves and/or days off without pay shall adjust service credit on a day per day basis.
2. Any teacher who works at least sixty (60) school days during the preceding school year shall receive an incremental step on the salary schedule at the beginning of the following school year as described in Appendix II K.

D. Compensated Leaves:

Deducted from individual's accumulated paid leave days.

1. **Personal Illness:** documentable physical incapacity to report for and discharge duties
2. **Family Illness:** documentable pressing need due to illness of a teacher's spouse, domestic partner, children, step-children, parents, step-parents, grandparents, siblings, in-laws, or dependents to a total of ten (10) days annually, unless FMLA eligible.
3. **Family Medical Leave Act (FMLA):** Teachers may utilize paid leave days from their personal bank for documented FMLA up to sixty (60) paid leave days per FMLA qualifying year.
4. **Bereavement:**
    a. Leave up to a maximum of six (6) days when required will be granted in the case of the death of a teacher's parent, in-law, partner, spouse, child, step-child, sibling, grandparent, dependent, or other members of immediate household.
    b. One (1) day leave may be granted for funerals of persons other than those persons listed in Article XIII, D.4.a. above.
5. **Personal Leave:**
    a. Personal Day - Two (2) days will be granted without specificity to all employees in a regularly assigned position. Application must be made at least forty-eight (48) hours prior to the day of leave except in cases of emergency.
    b. Not more than forty (40) teachers will be excused under this section on any given day district-wide and not more than ten percent (10%) of the faculty of any given secondary building or special department and not more than fifteen percent (15%) of any elementary building on any day.
        1). If, at 5:00 p.m. on the second Friday of each school year, the Human Resources office is in receipt of more requests for a given day than can be honored, a lottery will be held to prioritize the request for each "high demand" day. The first forty (40) 'eligible' requests shall be honored and all other requests shall be placed in standby order according to the draw. The Association President or designee shall be present to witness the lottery.
        2). Requests for other leave days or additional requests for "high demand" days shall be honored or placed in standby order according to date of receipt in the Human Resources Office.
    c. Persons may exchange a compensated leave day for one (1) additional personal day for the specific purpose of religious observance not recognized in the current work calendar. This provision is reinforced under Article XIII.A.7 and is not intended to conflict with Article XIII.E.
6. **Business Leave:**
    a. A maximum of one (1) day per year will be allowed for business leave to all full-time employees in a regular assigned position.
    b. In all cases of business leave, the request for approval must be for sound, pressing and unavoidable reason and may be subject to verification at the request of the School Administration, if deemed warranted by the teacher's previous attendance

record. This may be used for necessary personal business which cannot be conducted on other than a school day, such as attendance at a meeting set for the closing on the purchase of a home. This day may be used for pressing and true emergency which compels the teacher's absence for reason beyond his/her control.

c. Business leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice.

d. To avoid unanticipated loss of wages, it is advised that teachers consult with their immediate supervisor and their Association Representative regarding the leave prior to its use.

7. Requests for exceptions to the above policies shall be referred to the Human Resources Department whose determination shall be final and not subject to the grievance procedure.

8. **Jury Duty:**

a. Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service provided a statement from the court, certifying the days of service, is filed with the Board.

b. The individual will remit to the Board the amount of salary compensation received for such duty from the court.

c. Teachers required by subpoena to appear in court on a matter directly related to district business shall be excused on paid School Business and not charged from their own accumulated paid leave time. Human Resources may require documentation to determine if the appearance is a bonafide district matter.

9. **Workers' Compensation**:

a. Workers' Compensation shall be provided by law. This law requires that a person must use his/her own personal sick leave for the first seven (7) calendar days. If the disability extends beyond seven (7) days but is less than 14 days, wage loss benefits will begin on the 8th day of disability. If the disability lasts for 14 calendar days or longer, wage loss benefits are paid retroactively to cover the first day of disability, up to the maximum provided benefit under Workers' Compensation. Employees must contribute additional portions of sick leave to reach full compensation. The Board will pay to the teacher the difference between the amount paid to him/her by the Worker's Compensation Insurance and his/her regular salary, and will charge the employee's sick leave accumulation proportionately for a period equivalent (to the nearest half day) to the supplementary payment.

b. For a teacher whose work injury is the direct and intentional act of a student, the teacher must promptly report the incident. The teacher has the right to be evaluated by the district approved treatment center. Workers' Compensation law and procedures shall apply, with the following additional provisions:

1). If the teacher is medically placed off work by the Workers' Compensation physician or approved treating physician, the Board shall provide full salary

less disability benefits from Workers' Compensation as a result of injury, for a maximum of 150 working days.

2). After a teacher has been medically excused for 75 workdays, the Board shall deduct any portion of the remainder of the teacher's absence (up to 75 additional workdays) from the Sick Leave Bank.

3). Should a teacher's disability exceed 150 workdays as referenced in Article XIII.9.b.1)., the teacher shall continue to receive benefits under Workers' Compensation to the extent eligible and shall use his/her own available leave days to supplement the difference between the amount paid to him/her by the Workers' Compensation Insurance and their regular salary.

10. **Teacher on Special Assignment:**

a. Leave for the period up to a full school year shall be granted to one (1) teacher for the certified purpose of providing full-time representation for the Association. This leave will be renewed each year for one (1) year periods, providing that certified request is made each year for the succeeding year prior to the expiration of the then current school year. The Association will purchase one hundred percent (100%) of the BA Step 1 salary for the applicable school year.

b. Tenure will be broken if the affected teacher fails to report for duty at the expiration of the approved leave and, also, if the teacher granted the leave, resigns or is severed from the representation position and does not apply for reinstatement on or before the effective date of such resignation or severance.

c. At the expiration of the "special assignment" leave, the employee shall be restored to a similar teaching position in the district.

d. The employee must be certified at all times during such leave.

11. **Association Leave Days:**

The Association will be provided up to one hundred (100) days during the school year for use as determined by the Association President, to perform Association business. The Association may request from the Human Resources Department to purchase additional days. The Association will purchase these days at the current substitute teacher rate. During bargaining, the Association may purchase up to an additional twenty-five (25) days.

E. Attendance Incentive Program:

1. The following Attendance Incentive Program will be in effect and reviewed at the conclusion of this Agreement to evaluate improvement in attendance.

2. The number of accumulative sick leave days will be established at the end of the school year for the ensuing school year. Individuals will receive written notice of their accumulation at the beginning of each year.

a. Forty (40) days: A teacher who has accumulated forty (40) or more sick leave days will be entitled to exchange one (1) business leave day for one (1) personal leave day resulting in three (3) personal leave days.

b. Sixty-five (65) days:

1). A teacher who has accumulated sixty-five (65) or more sick leave days will be entitled to exchange one (1) business leave day for one (1) personal leave day and in addition he/she will be allowed to convert one (1) additional sick leave day to a personal leave day resulting in four (4) personal leave days.

2). This employee may also obtain one (1) additional personal leave day by using one more sick leave day and reimbursing the District for one day at the rate of the first year substitute teacher.

c. One hundred (100) days: A teacher who has accumulated one hundred (100) or more sick leave days will be entitled to convert one additional sick leave day to a personal leave day in excess of those specified in Article XIII.E.2.b.1)., without a financial charge resulting in the availability of five (5) personal leave days per year of sick leave accumulation.

d. One hundred fifty (150) days: A teacher who has accumulated one hundred fifty (150) or more sick leave days will be entitled to convert one additional sick leave day to a personal leave day in excess of those specified in Article XIII.E.2.c)., without financial charge resulting in the availability of six (6) personal leave days per year of sick leave accumulation.

ARTICLE XIV
SABBATICAL LEAVE

A. Any professional employee of the Utica Community Schools, who meets the qualifications, shall be eligible to apply for Sabbatical Leave.

B. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for Sabbatical Leave for other types of experiences will be considered on their merits and may be approved by the Board upon recommendation of the Superintendent of Schools.

C. The granting of such leave is subject to the approval of the Board upon recommendation of the Evaluation Committee if in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.

D. Eligibility and Qualifications:

1. The Evaluation Committee can recommend up to one percent (1%) of the members of the bargaining unit as applicants for Sabbatical Leaves per year for the duration of this contract.
2. The applicant must hold a valid life, continuing or permanent certificate issued by the State of Michigan.
3. The applicant must have seven (7) consecutive years of satisfactory service as a full time employee of the Utica Community Schools. Absence from service in the district for a period of not more than one (1) year under a leave of absence without pay granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required and shall be included as a year of service in computing the seven (7) consecutive years.
4. Subsequent Sabbatical leave may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
6. A written agreement shall be filed with the Secretary of the Board stipulating that the applicant will remain in the service of the Utica Community Schools for a period of three (3) years after the expiration of said leave.

E. Procedures:

1. Formal application must be presented to the Superintendent of Schools no later than March 15th for the following school year.
2. Notice of acceptance or rejection will be made to the applicant within forty-five (45) days following the due date for filing application.
3. A Sabbatical Leave, once granted, may not be terminated before the date of expiration except as provided and agreed upon by the Superintendent and the individual teacher.
4. Recognizing that the Board will make final approval, it is the intent of this Agreement that the Board should accept the recommendation of the committee. If the Sabbatical Leave is not granted by the Board, the applicant will receive formal notification.

F. Status While on Sabbatical Leave:

1. The compensation for the staff member on Sabbatical Leave shall be one-half (1/2) of the salary that would be received were he/she on active staff status, not to include any pay for extra curriculum activities.

   The employee's insurance benefits in force at the commencement of the leave shall be continued for the duration of their sabbatical leave.

2. Payment of salary shall be made in accordance with provisions for payment of salary to other members of the professional staff. The employee shall be responsible for keeping the Business Office notified as to his/her address.

3. A semester of Sabbatical Leave shall entitle an employee to a full increment at the beginning of the school year following his/her return to service in the Utica Community Schools.

4. Regular sick leave shall apply to an employee on Sabbatical Leave.

5. Notification of accident or illness must be made by the employee to the Superintendent within ten (10) days. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration.

6. A Sabbatical Leave granted to a regular employee of the professional staff shall operate as a leave of absence without pay from all other school activities.

7. Any employee granted a leave of absence pursuant to these rules and regulations may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board and the employee, may agree upon in writing.

G. Reports Required:

1. The employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.

2. An interim report shall be filed at the midpoint of the period of which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.

3. A final report shall be filed with the Superintendent in accordance with the provisions as stated.

4. The Superintendent may require, and the employee shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the Agreement and all the requirements of the leave. In the event that the Superintendent shall find that the employee is not fulfilling the Agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall become immediately due and all future payments shall cease.

H. Requirements and Status Upon Returning From Sabbatical Leave

1. At the expiration of a Sabbatical leave, the employee shall be restored to a similar teaching position in the district. Every effort will be made to reinstate the person to the comparable position held prior to the leave; provided, however, that the employee remains eligible for reinstatement and under provisions of this contract.
2. If an employee does not remain in the Utica Community Schools for three (3) years immediately following the Sabbatical Leave, he/she shall within two (2) years repay the same relation to the amount granted as the unexpired period of service bears to three (3) years. This rule does not apply in cases wherein the person become incapacitated to work, in cases where the Board grants an approved leave of absence or in cases wherein the rule is waived by the Board.
3. Each employee returning from Sabbatical Leave shall file a final written report with the Superintendent not later than a month after the day on which the employee again takes up active service. The report shall include the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee shall not be considered as having completed the requirements of the Sabbatical Leave until the final report has been approved by the Superintendent. The Superintendent may require proof that the program as presented by the applicant has been followed.

I. Evaluation Committee:

1. Upon receipt of all applications for Sabbatical Leave, the Superintendent shall refer them to an appointed evaluation committee for preliminary study and consideration.
2. It shall be the duty of the committee to make recommendations to the Board concerning all applications for Sabbatical Leave.
3. In recommending approval of an application, the committee shall consider the following factors:
    a. Date of filing application.
    b. Purpose of the Leave.
    c. Seniority of service in the school system.
    d. Professional growth to the staff member.
    e. Potential benefit to the school system.
    f. Other factors deemed important.
4. The members of the evaluation committee shall be:
    a. Two (2) members of the Association.
    b. Two (2) members of the Administration.
    c. In the event of a tie vote, the Superintendent will cast the deciding vote.

ARTICLE XV
SICK LEAVE BANK

A. The Board will cooperate in the operation of a sick leave bank. All certified professional personnel of the bargaining unit are eligible to participate in the bank as of their first day of work.

B. The primary purpose of the sick bank is to protect an employee's earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of their assignment.

C. Individual teachers are automatically enrolled as members of the sick bank unless the teacher exercises his/her right to opt out of the sick bank.

D. Members will each donate one (1) day of sick leave to the bank on the first day of each semester. Donations will be made after the teacher receives his/her paid leave days for that semester**.** However, if the sick leave bank is above 3,000 days at the beginning of any semester, donation by each member will not be made. If a member is in the thirty (30) working-day sick leave bank waiting period pursuant to Article XV.F. or is in the sick bank when the day is taken, that member is covered for that illness or disability

E. A teacher who wishes to opt out of sick bank membership shall notify the Human Resources Office and the Association. An opt-out form must be submitted to both the Human Resources Office and the Association prior to the donation of day(s) for that semester. A person withdrawing from membership in the bank will not be able to withdraw his/her previously donated days.

If a teacher who has opted out of sick bank membership wants to rejoin the sick bank, he/she must notify both the Association and the Human Resources Office in writing at least three (3) months prior to the start of a new semester, when the teacher's membership in the sick bank shall be reinstated. The teacher will be required to donate the equivalent days required of other individual sick bank members from the previous two (2) semesters in addition to any donation required for the new semester. Any leave days used by the teacher prior to rejoining the sick bank do not count toward the thirty (30) working-day sick leave bank waiting period.

F. The first thirty (30) work days of illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick leave or absence without pay.

1. In the first thirty (30) days of disability, members use their own accumulated sick leave days. However, if a member is using sick leave days and an Act of God day occurs, the day of sick leave is restored to the member and the Act of God day does not count as part of the thirty (30) day waiting period.
2. Members who do not have thirty (30) accumulated days of sick leave to use will be placed on unpaid medical leave until the thirty (30) day waiting period is completed. If during that unpaid medical leave status an Act of God occurs, it will be an unpaid day for the member and will count as part of the thirty (30) day waiting period.
3. Sick leave days that are clearly identified by the doctor as related to the same disability and are within a one (1) year window will count toward the fulfillment of the thirty (30) day waiting period.

G. A maximum of one hundred fifty-four (154) days for each incident shall be allowed. A person who is on lay-off or on a non-compensated leave of absence shall not be able to withdraw days from the sick bank except as specified in Article XV.H.

H. A member of the sick leave bank on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the bank and may use these non-compensable days to satisfy the waiting period.

I. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

J. A teacher's physician must promptly notify the Human Resources Office of the teacher's incapacity to perform the responsibilities of their assignment.

K. In order for a teacher to withdraw days from the sick bank, the teacher's physician is required to submit a Sick Bank Leave Medical Report to the Association. Additional Sick Bank Leave Medical Reports may be periodically required while in the bank to the Association. Sick Bank Leave Medical Reports will be kept on file by the Association. The Board reserves the right to review these reports.

L. The Sick Leave Bank will be controlled by the Association, but final authority in regard to the interpretation of this policy shall rest with the Board.

M. Teachers who are members of the sick bank when laid-off or placed on non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.

N. A teacher who qualifies to withdraw days from the sick bank shall establish his/her rate of compensation effective the date the disability commences.

O. Employment status, such as full-time, part-time, etc., is determined by the previous school year if the disability begins prior to the start of a school year.

P. An employee withdrawing days from the sick bank shall be entitled to increments but shall not be eligible to receive sick leave day accumulation or extra pay for co-curricular activities. If an employee meets all the requirements for salary track change as specified in Appendix II of this Agreement while withdrawing days from the sick bank, they shall be placed on the appropriate salary track immediately upon return to work. In no case when a teacher exits the sick bank will the teacher be charged for days that have been used but not earned. Teachers in the bank at the beginning of a semester will be given their semester allotment upon their return to work.

Q. Elective surgery does not qualify for withdrawal from the sick leave bank.

R. If a teacher exhausts the one hundred-fifty-four (154) day draw from the sick bank, that teacher is not eligible for the sick bank until he/she has worked one hundred eighty-four (184) school days.

S. When a teacher is drawing days from the sick bank and becomes additionally disabled and/or incapacitated by another sickness and/or illness, he/she shall not be required to wait an additional waiting period but shall be limited to the balance of the days remaining of the one hundred-fifty-four (154) days from the first disability or illness, unless the teacher has worked one hundred eighty four (184) school days since his/her last use of sick bank.

ARTICLE XVI
REDUCTION AND RECALL

A. Reduction

1. Before the Board makes any necessary reduction in personnel, it will first inform and discuss with the Association the effects of such reduction. This will include, but not be limited to the criteria used for the determination of who will be laid off and the re-employment rights of such persons.

2. In the event of reduction, the Superintendent or designee will identify the academic level(s), department(s), and/or program(s) impacted by the reduction. The Board shall determine, following consultation with the Association, the number of positions to be reduced and shall notify the Association.

3. Laid off staff will be given a copy of the complete recall procedure at the time they receive their layoff notice.

4. In the event of a reduction, the Superintendent or designee will lay off teachers including those certified (approved or authorized) for existing assignments. The selection of a teacher for layoff shall be first based upon the teacher's effectiveness rating.

    a. For teachers whose most recent effectiveness rating prior to the current school year is Effective or higher, that effectiveness rating shall be used for the purpose of reduction and recall.

    b. For teachers whose most recent effectiveness rating prior to the current school year is Developing or Needing Support, the teacher's placement on the layoff list shall be tentative. The teacher's final placement on the layoff list shall be determined by the teacher's current school year's effectiveness rating.

5. Subject to Article XVI.A.4, teachers will be laid off in the following order unless the teacher scheduled for layoff cannot be replaced by a member of the bargaining unit with similar certification who qualifies to be retained:

    a. Teachers rated Needing Support on their year-end performance evaluation, provided there are certified teachers rated Developing or higher to assume the remaining positions/assignments;

    b. Teachers rated Developing on their year-end performance evaluation, provided there are certified teachers rated Effective or higher to assume the remaining positions/assignments;

    c. Teachers rated Effective or higher on their year-end performance evaluation, provided there are other certified teachers rated Effective or higher to assume the remaining positions/assignments.

6. In the event the effectiveness rating and certification fail to differentiate personnel for the purpose of reduction, tenure status within the District shall be used to differentiate the affected teachers, such that the District shall retain tenured

teachers over teachers who have not earned tenure and have the same effectiveness ratings.

7. In the event the above criteria are insufficient to meet the reduction number determined in Article XVI.A.2, length of service is considered the tiebreaker, using the following procedure:

   a. Beginning with the last name on the seniority list, and in ascending order thereafter, the Board shall identify the least senior bargaining unit positions to be eliminated, subject to Article XVI, A.4, A.5, and A.6. The affected bargaining unit members shall be laid off.

   b. In situations where a teacher scheduled for lay off cannot be replaced by a member of the bargaining unit with similar certification, the teacher shall be retained.

8. The Board shall affect administrative transfers to ensure the retention of the most senior bargaining unit members, subject to Article XVI, A.4, A.5, and A.6. It may be necessary for the Superintendent to explore internal reassignment and apply transfer to other teaching personnel to accommodate this expectation.

9. When an assignment has been identified for reduction and there exists a concurrently vacant assignment for which the incumbent teacher in the position to be reduced is certified, that teacher shall be assigned to the vacant position. In the event that two or more teachers in assignments identified for reduction are certified to be assigned to the vacant position, the more senior bargaining unit member(s) will be assigned the position.

B. Recall

1. In the event there are laid-off teachers, the Superintendent or designee will identify any academic level(s), department(s), and/or program(s) that have vacant positions and that will be staffed through recall.

2. Qualifications for recall (not for the purpose of assignment) shall be defined to include an individual's certification and most recent performance evaluation, as defined in Article XVI.A.4.

3. Recall of teacher(s) to vacant positions shall be accomplished by recalling teachers who are certified for the vacancy in the following order:

   a. Teachers rated Effective or higher on their most recent year-end performance evaluation, provided such teachers are certified and to assume the positions/assignments;

   b. Teachers rated Developing on their most recent year-end performance evaluation, provided such teachers are certified to assume the positions/assignments;

   c. Teachers rated Needing Support on their most recent year-end performance evaluation, provided such teachers are certified to assume the positions/assignments.

4. In the event the Effectiveness Rating and certification fail to differentiate personnel for the purpose of Recall, tenure status shall be used to differentiate the affected teachers, such that the District shall recall tenured teachers over teachers who have not earned tenure and have the same effectiveness ratings.

5. In the event that tenure status fails to differentiate personnel, length of service is considered the tiebreaker such that the District shall recall the more senior bargaining unit member(s).

C. Notification

1. No teacher shall be laid off pursuant to necessary reduction in personnel for any school year or portion thereof, unless they have been notified of said lay off at least thirty (30) days before the effective date of said action.

2. It is the laid-off teacher's responsibility to maintain current contact information (address, phone and e-mail address) in the Human Resource office.

3. The Superintendent and/or designee will provide notice of recall to teachers by phone or email, as well as certified mail. When possible, notice of recall will inform the teacher of the position, the work location, and the date to return to work. The notice shall also establish the time within which the teacher must accept recall, which shall be no less than five (5) days within receipt of said notice through certified mail.

4. The teacher must deliver to the District written notice of acceptance of recall. A teacher who is recalled and fails to accept recall by the time designated in the recall notice, shall forfeit his/her recall rights, except if the teacher has accepted employment with another Michigan public school district. In such case, the teacher may decline the recall and shall remain on the recall list for other available positions in Utica Community Schools.

5. No new employees shall be hired for bargaining unit positions while any laid-off employee can meet the requirements of the position, subject to the exception in Article XVI.C.4.

6. The District is not obligated to provide notification nor recall any teacher who has been laid off for thirty-six (36) consecutive months.

ARTICLE XVII
MEDICAL EXAMINATION

A. The School Board requires evidence of any health tests mandated by State regulations covering public school employees.

B. Should the Board or its agents have reason to suspect that a teacher is unable to perform his/her professional duties due to physical and/or emotional disability, they may demand that said teacher submit to a physical or psychiatric evaluation. Upon such demand the Association will be notified with permission of the individual. The Board may designate an examiner, who must be a licensed physician, osteopath or psychiatrist and the Board will assume the cost of the examination. An additional examiner may be selected by the teacher at his/her expense.

ARTICLE XVIII
DISMISSAL PROCEDURES FOR CO-CURRICULAR COMPENSATED ASSIGNMENTS

A. The Board, although not relinquishing its management rights to dismiss, agrees to follow the procedures outlined herein with reference to the dismissal of any employee covered by Article I, A. from a co-curricular compensated assignment.

B. There shall be two (2) full years of probation for all compensated co-curricular assignments.

C. The dismissal procedure outlined in this Article would be followed only for those experienced teachers who have successfully completed their two (2) years probation.

D. All teachers receiving new co-curricular assignments would be subject to the probationary period.

E. It should be noted, that the probationary status pertains only to the co-curricular assignments and not to a teacher's status as a classroom teacher.

F. It is the responsibility of the appropriate administrator to make aware and counsel any employee who is not fulfilling his/her assignment properly. There shall be a written summary of this meeting.

G. Should the problem persist, a second conference will be held, and a letter of dismissal will be presented to the employee with each specific charge outlined. The Superintendent or designated representative will be present at this conference.

H. Egregious Behavior: It is understood there are infractions of such a serious and flagrant nature (e.g. theft, fighting, abuse of children, etc.) that they may warrant immediate termination from an assignment.

I. This article shall not apply to system-wide or building department chairpersons.

J. Only failure to follow the above procedure is subject to the grievance procedure.

ARTICLE XIX
NO STRIKE

A. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools without interruption or interference due to strikes.

Accordingly, the Association agrees on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed.

ARTICLE XX
PHYSICAL FACILITIES

A. The purpose of this Agreement is to provide for an alternate forum for the handling of employee concerns and complaints relative to physical facilities.

B. The Human Resources Department, or designee, shall meet with the President of the Association, or designee, in an attempt to solve physical facility problems by influencing the priorities of the Maintenance Department.

ARTICLE XXI
RETIREMENT

A. Teachers who notify the Human Resources Department not later than October 1 of their intent to retire at the end of first semester shall be entitled to a stipend of $500.00 on their final pay. Teachers who notify the Human Resources Department of their intent to retire in June of the same year not later than March 1 shall be entitled to a stipend of $1000 payable on the final pay in June. Teachers who notify the Human Resources Department of their intent to retire in June of the same year not later than April 1 shall be entitled to a stipend of $500.00 payable on the final pay in June.

B. Teachers who retire or resign in June and opt to forego their District health insurance for the month of July and August shall receive a stipend equal to one month's health insurance premium at single subscriber rate, provided they can show proof of insurance from another provider, e.g. MPSERS.

C. Teachers retiring from the Utica Community Schools under the Michigan Public School Employee Retirement System will be compensated for those accumulated sick leave days in excess of fifty (50) at the rate of $40 per sick leave day.

D. If any combination of the above special payments total $1,000.00 or more for any individual, such payments will be made by way of a District approved tax sheltered investment option as selected by the employee through a payroll election form completed at the time of retirement.

ARTICLE XXII
SCHOOL IMPROVEMENT PROCESS AND PROFESSIONAL DEVELOPMENT

A. The purpose of this Article is to set forth the mutual understanding between the Association and the Utica Community Schools regarding the School Improvement Process (SI), U.S. Department of Education institutional accrediting agencies, and Professional Development (PD)/Staff Development.

B. The parties to this Agreement mutually agree that each has a significant role in the improvement of the ability to render educational services. The Board agrees to provide professional development opportunities to teachers as follows:

1. Teachers will be offered thirty (30) hours of District Provided Professional Development (DPPD) throughout the school year in compliance with MCL 380.1527.
2. Teachers will have thirty (30) hours of scheduled professional development. DPPD will be a combination of teacher workdays, faculty meetings and other means as approved by Human Resources (ex: online modules, UEA Make-up DPPD, MISD Trainings, etc.). The schedule for professional development shall be mutually agreed upon by the parties. Professional development may be used at the building level for work on District driven curricular issues including but not limited to data teaming.

   District Administration may request certain members to attend professional development activities beyond those reflected in the calendar. Members who agree to attend the requested professional development shall be compensated as per the established hourly rate.

C. The parties to this Agreement mutually agree that teachers occupy a key role in the development of School Improvements plans, Building Accreditation, and Professional Development. Teachers have an equal role in the collaborative process that is essential to the School Improvement Process and Accreditation Process.

1. The SI team shall set school improvement goals annuals. Both parties to this Agreement recognize that accreditation processes are ongoing and part of the School Improvement process.
2. The team shall plan and implement the necessary professional development to meet the goals.
3. Teacher(s) will be granted a meeting with the School Improvement team of their building and/or department for the purpose of discussion of the plan/program.
4. New programs that are a result of the School Improvement process shall be presented in writing to the Curriculum Leadership Council.
5. It is understood that the duration of School Improvement Plan/Programs may be for periods greater than one school year.
6. School Improvement teams shall develop guidelines to be used in their School Improvement Process
7. Teachers will not be required to use School Improvement Goals as a part of their individual goals for the purpose of teacher evaluation.

APPENDIX IA
2025-2026 SCHOOL YEAR

UTICA COMMUNITY SCHOOLS
2025-26 CALENDAR - Teacher

2025-2026 SCHOOL YEAR

AUGUST, 2025	4	3 + 1 PD
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER, 2025	21	20 + 1 PD
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER, 2025	23	22 + 1 PD
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER, 2025	17	16 + 1 PD
S	M	T	W	Th	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER, 2025	15	15
S	M	T	W	Th	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY, 2026	19	18 + 1 PD
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY, 2026	15	15
S	M	T	W	Th	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH, 2026	20	20
S	M	T	W	Th	F	S
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22	23	24	25	26	27	28
29	30	31				

APRIL, 2026	19	19
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY, 2026	19	19
S	M	T	W	Th	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE, 2026	8	8
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Teacher Work Day
Secondary Half Day
Elementary Half Day
All Student Half Day
No School
Teacher Work Day - Full PD

WITH LOA ELEMENTARY ADJUSTMENTS
Teacher full day DPPD (In-person 6.25)

August 25
August 26 — Students Report - 1st Day - Elementary Half Day/Half Day Teacher Work Day; All Secondary Full Day
August 29 — No School
September 1 — No School - Labor Day
September 17 — No School & Teacher full Day DPPD (In-person 6.25)
October 2 — Secondary Student Half Day - All Secondary Afternoon Conferences, HS only Evening Conferences
October 7 — Junior High Only Evening Conferences
October 14 — Elementary Evening Conferences
October 15 — Elementary Student Half Day - Afternoon & Evening Conferences
October 22 — No School & Teacher full Day DPPD (In-person 6.25)
October 31 — Elementary Student Half Day - Teacher Records LOA Change to Release in Afternoon
November 4 — No School - Election Day & Teacher full day DPPD (online 6.25), End of Marking Period
November 5 — Report Cards Due
November 26-28 — No School - Thanksgiving Break
December 17 — Secondary Half Day - Exams & Secondary Records
December 18 — Secondary Half Day - Exams
December 19 — All Student Half Day - Exams & Elementary Records
December 19 — End of Marking Period
Dec 22 - Jan 2, 2026 — No School - Winter Break
January 6 — Report Cards Due
January 14 — No School & Teacher full Day DPPD (In-person 6.25)
January 19 — No School - Martin Luther King Jr. Day
February 11 — Elementary Evening Conferences
February 16 - 20 — No School - Mid-Winter Break
February 25 — High School Only evening Conferences
March 4 — Junior High Only Evening Conferences
March 20 — End of Marking Period - Elementary Half Day - Elementary Records
March 27 — Elementary Only - Half Day/Half Day Teacher Release — LOA Changes to Work Day in Afternoon
March 30 - April 3 — No School - Spring Break
May 1 — 4th Progress Report
May 22 — No School
May 26 — No School - Memorial Day
June 8 — Secondary Student Half Day - Exams & Records
June 9 — All Student Half Day - Exams
June 10 — All Student Half Day - Exams - Last Day of School for Students
June 12 — Report Cards Due

Calendar subject to compliance with Michigan Department of Education requirements including but not limited to early start waiver.

UTICA COMMUNITY SCHOOLS
2026-27 CALENDAR - Teacher

2026-2027 SCHOOL YEAR

3 AUGUST, 2026 1 + 2 PD

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 SEPTEMBER, 2026 19 + 1 PD

S	M	T	W	Th	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

22 OCTOBER, 2026 21 + 1 PD

S	M	T	W	Th	F	S
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

18 NOVEMBER, 2026 17 + 1 PD

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29	30					

14 DECEMBER, 2026 14

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27	28	29	30	31		

19 JANUARY, 2027 18 + 1 PD

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15 FEBRUARY, 2027 15

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28						

19 MARCH, 2027 19

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28	29	30	31			

20 APRIL, 2027 20

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25	26	27	28	29	30	

20 MAY, 2027 20

S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

11 JUNE, 2027 11

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- Teacher Work Day
- Secondary Half Day
- Elementary Half Day
- All Student Half Day
- No School
- Teacher Work Day - Full PD

August 27-28	Teacher Full Day DPPD (in-person 5.0)
August 31	Students Report - 1st Day - Elementary Half Day/Half Day Teacher Work Day, All Secondary Full Day
September 4	No School
September 7	No School - Labor Day
September 16	No School & Teacher Full Day DPPD (in-person 6.25)
October 1	Secondary Student Half Day - All Secondary Afternoon Conferences, HS Only Evening Conferences
October 6	Junior High Only Evening Conferences
October 13	Elementary Evening Conferences
October 14	Elementary Student Half Day - Afternoon & Evening Confernces
October 21	No School & Teacher Full Day DPPD (in-person 6.25)
October 30	Elementary Student Half Day, Half Day Teacher Release (End of Marking Period)
November 3	No School - Election Day & Teacher Full Day DPPD (online 6.25)
November 4	Report Cards Due
November 25-27	No School - Thanksgiving Break
Dec 21 - Jan 1	No School - Winter Break
January 13	Secondary Half Day – Exams & Secondary Records
January 14	Secondary Half Day – Exams & Secondary Records
January 15	All Students Half Day, Secondary Exams, Half Day Teacher Records (End of Marking Period)
January 18	No School - Martin Luther King Jr. Day
January 20	Report Cards Due
January 27	No School & Teacher Full Day DPPD (in-person 6.25)
February 11	Elementary Evening Conferences
February 15 - 19	No School - Mid-Winter Break
February 24	High School Only Evening Conferences
March 3	Junior High Only Evening Conferences
March 10	Elementary Only Half Day for Students, Half Day Teacher Work Day
March 25	End of Marking Period - Elementary Half Day - Elementary Records
March 26	No School - Good Friday
March 29 - April 2	No School - Spring Break
April 6	Report Cards Due
May 31	No School - Memorial Day
June 11	Secondary Student Half Day - Exams & Records
June 14	All Student Half Day – Secondary Exams, Half Day Teacher Record Day
June 15	Last Day for Students - All Student Half Day – Secondary Exams, Half Day Teacher Record Day
June 17	Report Cards Due

Calendar subject to compliance with Michigan Department of Education requirements including but not limited to early start waiver.

APPENDIX IC

2027-2028 SCHOOL YEAR

UTICA COMMUNITY SCHOOLS
2027-28 CALENDAR - Teacher

AUGUST, 2027 — 4 — 2 + 2 PD

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER, 2027 — 20 — 19 + 1 PD

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER, 2027 — 21 — 20 + 1 PD

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER, 2027 — 19 — 18 + 1 PD

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER, 2027 — 13 — 13

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY, 2028 — 20 — 19 + 1 PD

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY, 2028 — 16 — 16

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH, 2028 — 18 — 18

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL, 2028 — 19 — 19

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY, 2028 — 22 — 22

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE, 2028 — 9 — 9

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Teacher Work Day
Secondary Half Day
Elementary Half Day
All Student Half Day
No School
Teacher Work Day - Full PD

WITH LOA ELEMENTARY ADJUSTMENTS
Teacher full day DPPD (in-person 5.6)

August 26-27 — Students Report - 1st Day - Elementary Half Day/Half Day Teacher Work Day, All Secondary Full Day
August 30 — No School
September 3 — Students Report - 1st Day - Elementary Half Day/Half Day Teacher Work Day, All Secondary Full Day
September 6 — No School - Labor Day
September 15 — No School & Teacher full Day DPPD (in-person 6.28)
October 7 — Secondary Student Half Day - All Secondary Afternoon Conferences, HS Only Evening Conferences
October 12 — Junior High Only Evening Conferences
October 19 — Elementary Student Half Day - Afternoon & Evening Conferences
October 20 — No School & Teacher full Day DPPD (in-person 6.28), Elementary Evening Conferences
October 29 — Elementary Student Half Day - Teacher Records LOA Change to Release in Afternoon
November 9 — No School - Election Day & Teacher full day DPPD (online 6.28), End of Marking Period
November 24-26 — No School - Thanksgiving Break
Dec 20-31 — No School - Winter Break
January 12 — Secondary Student Half Day - Exams
January 13 — Secondary Student Half Day - Exams
January 14 — All Students - Half Day - Records Day
January 17 — No School - Martin Luther King Jr. Day
January 26 — No School & Teacher full Day DPPD (in-person 6.28)
February 16 — Elementary Evening Conferences
February 21-25 — No School - Mid-Winter Break
March 1 — High School Only Evening Conferences
March 8 — Junior High Only Evening Conferences
March 24 — Elementary Half Day - Half Day Teacher Release LOA change to Work Day in Afternoon
March 27-31 — End of Marking Period - Elementary Half Day - Elementary Records
No School - Spring Break
May 29 — No School - Memorial Day
June 9 — Secondary Student Half Day - Exams & Records
June 12 — All Student Half Day - Exams
June 13 — All Student Half Day - Exams - Last Day of School for Students
June 14 — Report Cards Due

Calendar subject to compliance with Michigan Department of Education requirements including but not limited to early start waiver.

APPENDIX II
SALARY PLACEMENT

A. BA+15 Schedule: Bachelors plus fifteen (15) semester hours (these courses shall be on the graduate level and must have been completed after provisional certification). The first ten (10) semester hours may be undergraduate credit if used for permanent certification; the next five (5) semester hours must be graduate level. This is applicable only to teachers employed and working prior to July 1, 1972.

B. MA+15 Schedule: These courses must be on the graduate level and completed after the issuance of the MA. MSW - Social Work eligible for placement on MA+15 semester hour salary track; this is applicable only to teachers employed and working prior to July 1, 2002.

C. Members with MA degree which includes a total of sixty (60) total graduate hours shall be eligible for placement on MA+15. If the MA degree is between forty-six (46) and sixty (60) hours, the member may be placed on MA+15 by earning the number needed to reach a total of sixty (60) hours.

D. Specialist or Second Academic MA Schedule: These courses must have resulted in the attainment of the appropriate degree or must be:

1. In the course of a program toward a Doctor's Degree, for which a period of five (5) years will be allowed at the expiration of which time the involved teacher shall be appropriately moved to the MA plus fifteen (MA+15) or Doctorate Schedule, or
2. Second MA must be for courses approved in advance by the Superintendent.

E. MA, EdS., Ph. D and Ed. D degrees must be obtained from a university accredited by the Council for the Accreditation of Educator Preparation. Beginning July 1, 1997, degrees may be obtained from any accredited Michigan university. Beginning July 1, 2008, degrees may be obtained from any university accredited by one or more of the following:

- North Central Association Commission on Accreditation and School Improvement (NCA CASI)
- New England Association of Schools and Colleges
- Middle States Association Commission of Secondary Schools
- Middle States Association Commission of Elementary Schools
- Northwest Association of Accredited Schools
- Southern Association of Colleges and Schools
- Western Association of Schools and College

Beginning July 1, 2025, degrees may be obtained from any university recognized by the U.S Department of Education as an institutional accrediting agency.
No retroactive pay adjustments for any time before July 1, 2025 will be paid as a result of this change.

NOTE:

1. 2nd FRIDAY NOVEMBER DEADLINE - Only official transcripts (non-student copies) will be accepted by the above captioned date as evidence to qualify for advance degree or extra hour salary schedule allowances.
2. Exceptions to the above approved only by the Human Resources Department whose decision shall be final and not subject to the grievance procedure.

F. Teachers acquiring a second MA, or an EdS degree will be paid a flat dollar amount of $700.00 over and above MA+15 salary track.

G. Teachers who acquire a Ph.D/Ed.D degree after 1996 shall be compensated at a flat dollar amount of $700.00 over and above the specific EdS salary track on which they are paid.

H. Additional Assignment: Secondary teachers who are requested to accept permanent or continuing additional classroom preparation in lieu of a preparation period are to receive a prorated amount of their salary based on the number of class periods per day in the building they are teaching for the duration of the assignment.

I. Salary:

1. Teachers are paid on the basis of one hundred eighty-four (184) work days.
2. Deductions for days lost or for a partial year's service shall be on the basis of 1/184th of the annual salary per day.

J. Experience: The Superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence, at any step on the salary schedule. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no right to an appeal or review of such placement or salary.

K. Professional Compensation:

2025-2026: See salary schedule in Appendix III

Salary Schedule and Steps:

Eliminate 2024-2025 Steps 0-0.5
Increase 2024-2025 Step 1 as follows:
Step 1 BA is $750 less than Step 2 BA
Step 1 MA is $1000 less than Step 2 MA
Step 1 MA+15 is $1250 less than Step 2 MA+15
Step 1 EDS & PHD is $1500 less than Step 2 EDS & PHD
Eliminate 2024-2025 Steps 25.5-28
2024-2025 Step 28 becomes Step 25
One full step advancement on the salary scale, for those step eligible

Scale:

After the above structural changes, apply the following on-scale increases for 2025-26:

Steps 1-19.5, 2% increase
Steps 20-25, 3% increase

NEW Longevity:

Amounts as stated on Salary Schedule in Appendix III

Longevity payments are off-schedule, not related to the employee's step on the salary schedule, and non-cumulative.

Longevity shall be spread over the employee's selected number of pays and paid during the school year in which the employee reaches eligibility.

Eligibility shall begin at the start of the employee's 15th year of UCS service.

Longevity is FAC eligible.

Stipend:

One-time off-schedule stipend of $1500 + 1% of annual base salary
Paid on or before January 31, 2026
Not FAC eligible
Prorated based on contracted days worked

2026-2027: See salary schedule in Appendix III

Salary Schedule Improvement:
One full step advancement on the salary scale, for those step eligible
2% on-scale increase from 2025-26

Stipend:

One-time off-schedule stipend of $1000 + 1% of annual base salary
Paid on or before January 31, 2027
Not FAC eligible
Prorated based on contracted days worked
Contingent to no changes to PA 152

2027-2028: See salary schedule in Appendix III

Salary Schedule Improvement:
One full step advancement on the salary scale, for those step eligible
2% on-scale increase from 2026-27

APPENDIX IIIA
UTICA COMMUNITY SCHOOLS
SALARY SCHEDULE 2025-2026

STEP	BA	MA	MA+15	EDS/5	PHD1
1	$47,429	$53,360	$56,197	$56,708	$57,473
2	$48,194	$54,380	$57,472	$58,238	$59,003
3	$51,304	$57,497	$60,590	$61,356	$62,121
4	$54,889	$61,654	$64,812	$65,577	$66,343
5	$58,219	$65,512	$69,148	$69,914	$70,679
6	$60,952	$69,150	$72,798	$73,563	$74,328
7	$63,689	$72,798	$76,897	$77,663	$78,428
8	$66,865	$76,897	$80,997	$81,762	$82,528
9	$70,542	$81,713	$85,861	$86,626	$87,392
10	$73,900	$85,861	$90,451	$91,217	$91,982
11	$76,680	$89,704	$94,189	$94,954	$95,719
12	$79,461	$93,546	$97,927	$98,693	$99,458
15	$80,362	$94,448	$98,828	$99,594	$100,359
20	$82,238	$96,532	$100,978	$101,755	$102,531
25	$84,295	$98,590	$103,035	$103,812	$104,588

Longevity (Added to Salary During School Year That Employee Reaches Eligibility)

Years of UCS Service	
Year 15	$500 each year
Year 20	$1500 each year
Year 25	2% of base annual salary each year (before off schedule payments)

Longevity is non-cumulative.

APPENDIX IIIB
UTICA COMMUNITY SCHOOLS
SALARY SCHEDULE 2026-2027

STEP	BA	MA	MA+15	EDS/5	PHD1
1	$48,378	$54,427	$57,321	$57,842	$58,622
2	$49,158	$55,468	$58,621	$59,403	$60,183
3	$52,330	$58,647	$61,802	$62,583	$63,363
4	$55,987	$62,887	$66,108	$66,888	$67,670
5	$59,383	$66,822	$70,531	$71,312	$72,092
6	$62,171	$70,533	$74,254	$75,035	$75,815
7	$64,963	$74,254	$78,435	$79,216	$79,996
8	$68,202	$78,435	$82,617	$83,397	$84,179
9	$71,953	$83,347	$87,578	$88,358	$89,139
10	$75,378	$87,578	$92,260	$93,041	$93,821
11	$78,213	$91,498	$96,073	$96,853	$97,633
12	$81,050	$95,417	$99,886	$100,667	$101,447
15	$81,969	$96,337	$100,804	$101,586	$102,366
20	$83,883	$98,463	$102,998	$103,790	$104,582
25	$85,981	$100,562	$105,096	$105,888	$106,680

Longevity (Added to Salary During School Year That Employee Reaches Eligibility)

Years of UCS Service	
Year 15	$500 each year
Year 20	$1500 each year
Year 25	2% of base annual salary each year (before off schedule payments)

Longevity is non-cumulative.

APPENDIX IIIC
UTICA COMMUNITY SCHOOLS
SALARY SCHEDULE 2027-2028

STEP	BA	MA	MA+15	EDS/5	PHD1
1	$49,345	$55,516	$58,467	$58,999	$59,795
2	$50,141	$56,577	$59,794	$60,591	$61,387
3	$53,377	$59,820	$63,038	$63,835	$64,631
4	$57,107	$64,145	$67,430	$68,226	$69,023
5	$60,571	$68,158	$71,941	$72,738	$73,534
6	$63,415	$71,944	$75,739	$76,535	$77,331
7	$66,262	$75,739	$80,003	$80,800	$81,596
8	$69,566	$80,003	$84,269	$85,065	$85,862
9	$73,392	$85,014	$89,329	$90,125	$90,922
10	$76,886	$89,329	$94,105	$94,902	$95,698
11	$79,777	$93,328	$97,994	$98,790	$99,586
12	$82,671	$97,326	$101,883	$102,680	$103,476
15	$83,608	$98,264	$102,820	$103,617	$104,413
20	$85,560	$100,432	$105,058	$105,866	$106,673
25	$87,701	$102,573	$107,198	$108,006	$108,813

Longevity (Added to Salary During School Year That Employee Reaches Eligibility)

Years of UCS Service	
Year 15	$500 each year
Year 20	$1500 each year
Year 25	2% of base annual salary each year

Longevity is non-cumulative.

APPENDIX IV

EXTRA PAY FOR CO-CURRICULAR ASSIGNMENTS

A. The Board shall grant extra pay to those who are selected by the Superintendent to perform the following co-curricular (beyond the school day) assignments.

B. Remuneration (annual) for some co-curricular assignments bears a percentage relationship to the appropriate level on the printed salary schedule contained in Appendix IV.

C. Positions which were compensated with fixed dollar amounts in the 1994-97 contract and the 1999-02 and which have been converted to percentage basis for this Agreement shall be placed on the 5th step of the Co-Curricular Salary Schedule which appears in this Article.

D. Athletics

Senior High School

Sport	Head Coach	Assistant Coach
Baseball	10.0%	7.0%
Basketball	12.0%	9.0%
Cross-Country	7.0%	None
Football	12.0%	9.0%
Golf	7.0%	None
Swimming	10.0%	6.0%
Diving *	7.0%	None
Tennis	7.0%	5.0%
Track	10.0%	6.0%
Wrestling	10.0%	7.0%
Softball	10.0%	7.0%
Volleyball	10.0%	7.0%
Cheerleading Fall Sideline Football	6.0%	4.0%
Cheerleading Winter Competitive Season	10%	7.0%
Soccer	10.0%	7.0%

* Coach all four (4) HS as 1 team

Junior High School (7th & 8th grade)

Basketball*	7.5%	None
Football*	7.5%	6.0%
Track*	6.0%	5.0%
Volleyball*	6.0%	None
8th Grade Cheerleading Fall Sideline Football	2.0%	None
8th Grade Cheerleading Winter Competitive and Sideline	5.0%	None
7th Grade Cheerleading Fall Sideline Football	2.0%	None
7th Grade Cheerleading Winter Competitive and Sideline	5.0%	None

* Separate teams

Sports at 9th Grade

Baseball	7.0%
Basketball	8.5%
Football	8.5%
Assistant Football	6.0%
Track	7.0%
Softball	7.0%
Volleyball	7.0%
Soccer	7.0%
Cheerleading Fall Sideline Football	4.0%
Cheerleading Winter Competitive	7.0%

E. High School

All School Play Director ***	6.0%
All School Play Assistant Director^^^	2.0%
Forensic	4.0%
Debate	7.25%
Debate / Forensic Assistant	1.5%
Yearbook ***	5.0%
Newspaper ***	5.0%
Quiz Bowl	2.75%
Science Olympiad	1.75%
Instrumental Music/Marching Band Director	10.0%
Summer Band Director	3.0%
Spring Musical Director	4.25%
Spring Musical Technical Director	2.0%
Spring Musical Pit Orchestra Director	$250.00^^
Spring Musical Vocal Director	$250.00^^
Choral Director*	2.25%
Choral/Vocal Ensemble & Festival	3.0%
National Honor Society	1.5%
HOSA	1.5%
Skills USA	1.5%
DECA	1.5%
NCA Chair/SIT Chair	4.0%
Key Club	1.5%
Social Studies Olympiad	1.75%
Student Council	6.0%
Class Sponsor Grade 9	2.0 %
Class Sponsor Grade 10	2.0 %
Class Sponsor Grade 11	2.5 %
Class Sponsor Grade 12	6.0%
Advanced Placement (College Board) Coordinator	2.0%

F. Junior High

Instrumental Music Director**/***	4.5%
Choral Director**/***	2.0%
Science Olympiad	1.75%
Yearbook/Newspaper	1.5%
Destination Imagination	1.5%
Social Studies Olympiad	1.75%

NCA/SIT Chair	4.0%
Student Council	3.0%
Play Director^	2.0%
Forensics	2.0%
National Honors Society	1.0%

G. Elementary

Safety Patrol	1.25%
Service Squad	1.25%
Student Council	1.50%
Science Olympiad	1.75%
Destination Imagination	1.5%
Social Studies Olympiad	1.75%
Academically Talented and Gifted	1.5% per semester
NCA/SIT Chair	4.0%

H. Athletic Director

High School	6.0% per season
Junior High School	3.0% per season
Additional 1% for 9th grade	

I. Department Chairperson

System Wide K-12****	5.0%
System Wide Elementary/Secondary	5.0%
Building – High School (includes UAIS as applicable)	4.0%
Building – Junior High School	2.75%

J. Additional weeks of work performing regular school duties will be compensated at the rate of 3.0% of their base salary per week beyond the regular school year.

K. Civic functions per Article III, A.6.
$27.50 / hour
The decision to provide any or all of the illustrated activities in part or in full, is vested in the Board.

*This would include all co-curricular choral activities during the school year
**3 events per year for instrumental music, 2 events per year for choral music, not including competition
***Participation in competition may earn an additional 1%
****Speech & Language, Social Work, and Psychologist K-12 System-Wide Chairs will be compensated at 1.67% each
^Evening performance required
^^Can be supplemented using ticket sale proceeds at the discretion of the Spring Musical Director with approval of the building principal. These positions are not subject to posting requirements applicable to other positions. Building principal has final discretion over staffing.
^^^Must be a different individual than the All School Play Director.

In order to qualify the program must meet the requirements and be in good organizational standing for participation in state, regional or national competition and compete at the level of competition. In order to qualify, the program director must submit for approval to the building principal in writing, a complete competition schedule before the beginning of each semester.

APPENDIX IV
CO-CURRICULAR SALARY SCHEDULE

Step	2025-2026	2026-2027	2027-2028
1	48,234	49,198	50,182
2	51,062	52,083	53,125
3	53,382	54,449	55,538
4	55,705	56,819	57,956
5	58,404	59,572	60,764
6	61,525	62,756	64,011
7	64,377	65,665	66,978
8	67,113	68,455	69,824
9	70,064	71,465	72,894
10	72,972	74,431	75,920

2025-2026- 1.0 step advancement

2026-2027- 1.0 step advancement

2027-2028- 1.0 step advancement

APPENDIX V
PROFESSIONAL COMPENSATION

A. Salary Checks: Contractual salaries will be paid twice a month according to the following option to the teacher.

1. Over twenty (20) pay periods -- September through June.
2. Over twenty-four (24) pay periods -- September through August.

Teachers are cautioned to select their option carefully as the complexities of the payroll computer program makes any later change unfeasible.
All Salaries shall be paid via Direct Deposit.

B. When properly authorized, payroll deductions may be made for each of the following:

1. Professional Dues, Special Assessments and PAC contributions.
2. United Way
3. Credit Union
4. Tax Deferred Annuities - Carrier with 25 or more bargaining unit participants.
5. Hospital Insurance
6. Income Protection
7. IRS Section 125
8. TDP Program
9. Benefits offered to other bargaining groups
10. UCS Foundation

C. Subbing: The rate for full-time teachers subbing during the school day will be compensated $27.50 per period. Payment for full-time teachers subbing during the school day shall be made the first full payroll period after the end of each marking period.

D. Travel: When it is necessary for an employee to use a private automobile to attend or make possible a function of the school's activities or to further the objectives of the school, a mileage rate per mile shall be awarded for the use of such vehicle or vehicles, pending approval of the Board. This applies only to activities outside the school district. Employees who have to go from school to school to perform their duties shall be compensated at the same rate. Mileage Rate: - I.R.S. allowance.

E. Increments: Increments will be granted on a full-year experience.

F. Coaches shall be paid for their coaching activities at the appropriate pay period. For the purpose of this provision, there will be pay days established to accommodate the three major sport seasons or Fall, Winter and Spring. Vouchers for pay for the coaching activity must be submitted prior to the scheduled pay date for the coach to receive a separate check.

G. The Board will pay school employees' retirement on all payroll amounts contained in the Agreement. The employees will pay all the employee's Member Investment Plan (MIP) contributions.

H. Adjustments to Compensation: A teacher who is laid off and who is paid unemployment benefits by Utica Community Schools during the summer immediately following the layoff and who is subsequently recalled to a position during the next school year shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess minus the number of weeks (or portion thereof) recalled after fourth Friday.

APPENDIX VI
BENEFIT PROGRAMS

A. PAK A: Employees choosing medical insurance will have the following benefits provided by the District.

Medical: MESSA ABC 2 will be provided. Employees can choose either the 3-Tier Rx or the 5-Tier Rx prescription coverage. The District agrees to pay the statutory hard cap every year towards the premium. Hard Cap increases will go in to effect on January 1 for all following years.

Vision Care: Vision Service Plan (VSP) 2 Silver

Life: MESSA Group Life insurance including accidental death and dismemberment of $10,000

Long Term Disability: MESSA Long Term Disability Insurance shall be provided each full-time teacher actively at work after one (1) year of disability and will continue for the balance of his/her life, or retirement under the Michigan Public School Employees Retirement Act or until age seventy (70) whichever comes first. This coverage will be for sixty percent (60%) full integrated basis of monthly salary with a ceiling of $4,500.00.

The parties agree that the Modified Fill (exhaustion of sick days) provision of this policy will be fulfilled upon completion of the 365 day waiting period utilizing the UEA Sick Bank as outlined in Article XV. Upon qualification and approval for LTD the member shall remit all remaining banked paid leave days to the UEA Sick Bank. In the event the member returns to work the days will be returned to the member's individual bank of paid leave. In the event the member retires, Article XXI C will remain in effect.
While on LTD, a teacher will be considered active by the District for purposes of ORS and the District will supply all necessary documentation.

Dental: Dental Program shall provide the following with a benefit maximum up to $3,000 per person per contract year. This plan is to be a duplicate plan to Delta Dental plan in previous agreement.

a. Class I benefits 100% - Preventative services
b. Class II benefits 90% - Basic services.
c. Class III benefits 90% - Prosthodontic services
d. Class IV benefits 90% - Orthodontics

Additional riders: Four (4) cleanings per year, adult orthodontics (LIFETIME MAXIMUM OF $2300), sealants

Employee is not obligated to participate in all insurances.

B. PAK B: Employees not choosing medical insurance shall have the following benefits provided by the District. In order to be eligible for PAK B, teacher must show evidence of medical insurance from another source.

Medical Cash in Lieu: The amount of $125 per month prorated over a twelve (12) month period for a maximum benefit of $1,500 per year will be paid bi-annually.

Vision Care: Vision Service Plan (VSP) 2 Silver

Life: MESSA Group Life insurance including accidental death and dismemberment of $20,000.

Long Term Disability: MESSA Long Term Disability Insurance shall be provided each full-time teacher actively at work after one (1) year of disability and will continue for the balance of his/her life or retirement under the Michigan Public School Employees Retirement Act or until age seventy (70) whichever comes first. This coverage will be for sixty percent (60%) full integrated basis of monthly salary with a ceiling of $4,500.00.

The parties agree that the Modified Fill (exhaustion of sick days) provision of this policy will be fulfilled upon completion of the 365 day waiting period utilizing the UEA Sick Bank as outlined in Article XV. Upon qualification and approval for LTD, the member shall remit all remaining banked paid leave days to the UEA Sick Bank. In the event the member returns to work the days will be returned to the member's individual bank of paid leave. In the event the member retires, Article XXI C will remain in effect.
While on LTD, a teacher will be considered active by the District for purposes of ORS and the District will supply all necessary documentation.

Dental: Dental Program shall provide the following with a benefit maximum up to $3,000 per person per contract year. This plan is to be a duplicate plan to Delta Dental plan in previous agreement.

a. Class I benefits 100% - Preventative services
b. Class II benefits 90% - Basic services.
c. Class III benefits 90% - Prosthodontic services
d. Class IV benefits 90% - Orthodontics

Additional riders: Four (4) cleanings per year, adult orthodontics (LIFETIME MAXIMUM OF $2300), sealants

Employee is not obligated to participate in all insurances.

C. Part-time teachers may avail themselves of benefits listed in Section A and B of this Appendix on a pro-rated basis.

D. Continuity of Coverage: Teachers shall be covered by medical insurance upon the first day of active employment, including returning from a non-compensated leave. If a new employee's previous employer offers coverage through the end of the month, the employee shall begin coverage the first day of the month following employment. Any teacher who terminates his/her employment effective at the end of the school year will be covered by all contracted insurance. Coverage will remain in effect until the beginning of the new school year in the Utica Community Schools or the anniversary date of the policy, whichever is first.

E. General Information Regarding Insurance Coverage:

Employees entering on a non-compensable leave of absence due to personal disability shall have their hospitalization, dental and optical insurance coverage extended for the balance of the month the leave commences plus one additional month.

Employees entering on a non-compensable leave of absence in June, due to personal disability shall have their hospitalization, dental and optical insurance coverage extended for the balance of June, all of July and August.

Employees who become disabled shall have their life and long term disability insurance, in effect at the time of their disability, continued to the extent of their disability. This insurance coverage will continue to the extent allowed by the insurance company beyond the termination of an employment status with Utica Community Schools.

Employees entering on a non-compensable leave of absence due to non-disability reasons shall have their total insurance program extended for only the balance of the month the leave commences. MESSA will allow an employee to continue their hospitalization coverage in force at the individual's own expense for 12 months after commencement of a non-compensable leave of absence. The cost of this 12 month extension of coverage will be billed at current Board rates.

Dental and vision insurance coverage may not be continued beyond periods provided above, even at the employee's own expense.

Bargaining unit personnel shall be allowed to enroll in the appropriate health care program provided by the school district during the annual enrollment period, normally September 1st through September 30th.

Further, it is understood that personnel who wish to change from medical health care coverage provided by an outside source, to that provided by the Utica Community Schools, may do so at any time after the open enrollment period, provided they submit documentation from the outside provider that states medical coverage is no longer available to the employee.

Bargaining unit personnel who desire to change their selection of "Plan B" to "Plan A", shall be allowed to enroll in the appropriate health care program during the open enrollment period.

F. If MESSA is the carrier for health care, the MESSA options will be available to staff at their expense. It shall be the full responsibility of the individual to make application and payment for these options. The Board shall assume no liability for enrollment and/or payment regarding the MESSA options.

G. The parties to this contract agree to meet and negotiate the impact of this contract of any National Health Plan.

APPENDIX VII

PART-TIME AND SHARED EMPLOYMENT

A. Employees who are interested in part-time assignments should notify the Human Resources Office in writing prior to April 1 of each year.

B. Members interested in job share will receive a copy of the Job Share Guidelines established between the Association and the District on February 12, 2008. An individual job share agreement, based on these guidelines, will be signed by the two partners.

C. Information regarding staff wishing part-time assignments will be made available to other interested teachers for potential shared assignments.

D. Availability of a part-time or sharing an assignment will be determined by the Administration.

E. Individuals working part-time or sharing an assignment will have the right to a full-time position for the following school year if a vacancy exists for which the individual is certified. Individuals must make the request by April 1 to be considered. Individuals do not have the right to displace a teacher.

F. Teachers working part-time or sharing an assignment will be responsible for a prorated portion of the professional development and staff meeting requirements of this Master Agreement.

G. Employees employed in less than full-time assignments shall have their compensation computed as follows:

1. Elementary special area assignments will be prorated on a daily basis.
2. Junior high school assignments and Senior high school assignments shall be prorated on a basis of one class period, either instruction period or duty period, equal to one-fifth of the appropriate salary step and track. Part-time staff are also responsible for the corresponding prorated prep time.

APPENDIX VIII
UTICA ALPHA

The following Utica alphabetical order was drawn on June 7, 1983 for the purpose of arranging an employees' service credit according to Article XIII, L.

The first letter drawn "U" established a priority on the service credit list where service credit is equal among and between employees. The number one draw has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

1.	U	14.	Z
2.	V	15.	R
3.	M	16.	K
4.	T	17.	J
5.	F	18.	H
6.	G	19.	E
7.	S	20.	B
8.	N	21.	Y
9.	L	22.	Q
10.	C	23.	O
11.	W	24.	P
12.	D	25.	I
13.	X	26.	A

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025**,** and remain in effect until June 30, 2028, unless otherwise specified and upon final ratification of the parties.

NONDISCRIMINATION

The Utica Community Schools and the Michigan State Board of Education comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of these governmental agencies that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap sexual orientation, gender identity, or gender expression shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

APPENDIX IX

LETTERS OF AGREEMENT/UNDERSTANDING

Letter of Agreement between
Utica Community Schools and Utica Education Association
regarding
Loss of Teacher Preparation Time

The Utica Community Schools (hereafter referred to as District) and the Utica Education Association (hereafter referred to as Association) agree to modify the rate for loss of preparation time and for teachers substituting (referenced in Appendix V Section C) as follows:

Effective for the 2022-23 school year, the rate shall be $45.00 per hour and $22.50 per half hour. It is agreed that the new rate above shall only apply to loss of preparation time due to substitute shortage and for providing instruction as a substitute, and the current Appendix V Section C rate of $27.50 per hour and $13.75 per half hour shall continue to apply in all other situations where this rate is used.

In addition, the District and Association agree that effective for the 2022-23 school year, elementary level special area teachers and other non-classroom teachers who are required to serve as a substitute for a classroom teacher shall be compensated $45.00 per day for providing such coverage. It is understood unique coverage may be required in limited circumstances and necessitate review, but generally special area and non-classroom teachers will not be eligible for more than one payment per day. This is in recognition of their prior planning and loss of instructional time with their regular classes and/or other responsibilities.

This Letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein and does not alter any other terms or conditions of the Master Agreement. This agreement does not create precedent to positions the District and the Association may have taken in the past or may take in the future. This agreement shall expire at the end of the 2022-23 school year unless extended by mutual agreement of the parties.

For the District — Date: 6/7/22

For the Association — Date: 6-7-22

This Letter of Agreement is extended by mutual agreement through June 30, 2025.

For the District — Date: 8/10/23

For the Association — Date: 8/10/23

This Letter of Agreement is extended by mutual agreement through June 30 2028.

For the District — Date: 9/9/25

For the Association — Date: 9/9/25

Letter of Agreement between

Utica Community Schools and Utica Education Association

Regarding Relocation of Teachers Due to Building Closure

The Utica Community Schools (hereafter referred to as District) and the Utica Education Association (hereafter referred to as Association) agree that the following compensation shall be paid for all Association bargaining unit members whose full-time assignment (less than full time is defined below) is at a School identified for closure in the 2025/26, 2026/27, or 2027/28 school years.

To acknowledge the additional work in packing classrooms at the end of the school year for relocation due to a school closure, all bargaining unit members as identified above shall be assigned and compensated for eight (8) hours at the Appendix V section C hourly rate of $27.50.

To acknowledge the additional work for bargaining unit members in unpacking and preparing classrooms at their temporary placement for the start of the school year, as verified by the principal, bargaining unit members shall be compensated for four (4) hours. In addition, bargaining unit members will be compensated for up to an additional four (4) hours during a three day period, identified by the District, before the start of school, as verified by the principal. Compensation will be at Appendix V Section C hourly rate of $27.50.

Bargaining unit members who are not assigned full-time to the relocating school for the affected school years shall be eligible for all or part of the compensation above according to the principal's verification of the member's participation.

This letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein, and this agreement does not alter any other terms or conditions of the Master Agreement. This agreement does not create precedent to positions the District and the Association may have taken in the past or may take in the future. This agreement shall expire at the end of the 2027/2028 school year unless extended by mutual agreement of the parties.

For the District — Date: 9/9/25

For the Association — Date: 9/9/25

Letter of Agreement

Between

Utica Community Schools and Utica Education Association

Regarding

Additional Compensation for Self-Contained Program Teachers

The Utica Community Schools (hereafter referred to as the District) and the Utica Education Association (hereafter referred to as Association) agree classroom teachers who are assigned to self-contained program classrooms shall be temporarily eligible for an additional amount equivalent to $5,000 per annum paid in two installments. An installment shall be paid of $2,000 at the conclusion on semester 1 and $3,000 paid at the conclusion of semester 2. Teachers must retain employment for the entirety of the semester to be eligible for the compensation. The amount for each semester will be paid no later than the second pay date following the conclusion of the semester. Teachers starting after the first school day pf the semester will receive a prorated amount based on the fraction of their assignment completed after the first day of work in the self-contained program assignment. Self-contained classrooms include: SEED, AIM, CORE, CORE+, ASD SELF_CONTAINED, UCNECT, LCCE, POHI, ECSE.

The additional pay is recognition in part for the regular loss of prep and lunch periods throughout the school year due to student need, as well as related activities that are required of the teachers either before or after the school day. However, it is not the expectation that teachers should routinely (daily) utilize their preparation and/or lunch period to support the needs of students in the identified areas. Additionally, this compensation is structured to promote the recruitment and retention of program teachers.

Compensation for eligible staff will begin on the first day of school in the 2025-2026 academic year without modification upon mutual agreement of the parties. This Letter of Agreement shall expire on June 30, 2028, and shall not be carried forward without the express approval of both parties. Upon execution of this agreement, teachers who are eligible for the additional compensation provided by the agreement will no longer be eligible to submit for hourly compensation related to lost prep or lunch time.

This Letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein, and this agreement does not alter any other terms of conditions of the Master Agreement.

For the District — Date: 9/9/25

For the Association — Date: 9/9/25

Letter of Agreement

Between

Utica Community Schools and Utica Education Association

Regarding

Additional Compensation for Special Education Providers Who Experience Increased Workload

The Utica Community Schools (hereafter referred to as District) and the Utica Education Association (hereafter referred to as Association) agree that ancillary special education itinerant staff members who are assigned to provide service to students in three (3) or more schools during the academic year shall be temporarily eligible for an additional stipend per semester paid at the conclusion of the relevant semester. For the purpose of this agreement, non-public schools shall be grouped together and counted as one (1) school.

If an itinerant staff member is assigned to provide service to three (3) or more schools for 6 to 25 consecutive days of the semester, the provider will receive $250. If an itinerant staff member is assigned to three (3) or more schools for 26 to 50 consecutive days of the semester, the provider will receive $500. If an itinerant staff member is assigned to provide services to three (3) or more schools for more than 50 consecutive days of the semester, the provider will receive $875. This agreement includes staff who are temporarily assigned to cover for a vacancy or for a staff member on a leave of absence. This agreement provides a maximum additional compensation of $875 per semester.

The additional pay is recognition in part for the additional travel time required, the additional work associated with meeting with additional students, parents, and staff members, as well as additional completed documentation requirements and navigation the guidelines and procedures unique to each school. Staff members receiving the additional compensation remain for eligible for mileage reimbursement.

Compensation for eligible staff will begin on the first day of school in the 2025-2026 academic year without modification and upon mutual agreement of the parties.

This Letter of Agreement shall expire on June 30, 2028, and shall carry forward only with the express agreement of both parties.

This Letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein, and this agreement does not alter any other terms or conditions of the Master Agreement. This agreement does not create precedent to positions the District and the Association may have taken in the past or may take in the future.

For the District

9/9/25
Date

For the Association

9/9/25

Letter of Agreement
between
Utica Community Schools and Utica Education Association
regarding
Special Education Resource Room and Teacher Consultant Caseloads

A K-12 Special Education Resource Room Teacher's or Teacher Consultant's assigned caseload is expected to be no more than MARSE guidelines when applicable.

During each semester, if the total number of students on the teacher's assigned caseload exceeds MARSE guidelines by one to three students for a period of more than twenty-five (25) school days, the teacher shall receive one half-day of release for records. If the caseload exceeds this guideline by four or more students for a period of more than twenty-five (25) school days, the teacher shall receive one full day of release. This records day shall be determined in collaboration with the Administrator.

This Letter of Understanding shall be effective upon the date of its execution by the authorized representatives of the District and the Union. This agreement shall expire June 30, 2028 and may be subject to review for renewal and/or modification.

For the District — Date: 9/9/25

For the Association — Date: 9/9/25

Letter of Agreement
Regarding Security Cameras

Letter of Agreement

The Utica Community Schools (the District) and the Utica Education Association (the Association) are parties to a collective bargaining agreement.

The District has installed security cameras and monitors in District buildings for the purpose of increasing safety and security, including the safety and security of Association members. The District shall not utilize the cameras and monitors for the purpose of evaluating or otherwise monitoring the classroom or instructional activities of Association members. Therefore, the District and the Association agree:

1. The Association, upon request, will be provided with information detailing where cameras/monitors are located in each building and their programming, including who has access and control of the cameras and monitors.

2. The evaluation procedure for Association members is set forth in the collective bargaining agreement between the District and the Association.

3. The images and sounds captured by cameras and monitors will not be used as part of the evaluations or the discipline of Association members except as set forth in paragraph 4 of this Letter.

4. The District and the Association understand and agree that the cameras and monitors may capture images or sounds supporting or refuting allegations of misconduct by Association members. As result, such images or sounds may be or may become relevant to the discipline of Association members. In such cases, the District, upon the Association's request, will provide the Association with the relevant images and sounds to the extent they are available and to the extent permitted by law.

For the Association:

Lisa Parkinson, UEA President

Dated: 11/1/11

For the District:

Michael Shanta, UCS HR Executive Director

Dated: 11/1/11

{00148631 }

Date of request_____

Camera Change Request

This form is to be submitted by any Utica Education Association member who requests a change in the camera tour of duty during your instructional and or extra/co-curricular day.

Currently, the District has cameras in several multipurpose rooms and common areas throughout the high schools for student safety. If a member would like the cameras adjusted during their day, please submit the following information to the **Building Security Specialist** within 48 hours of the adjustment being needed.

The following information is needed for the request:

Member's name: _____

Class or activity: _____

Location of the request: _____

Date(s) and Time of modification: _____

_____

_____

_____

_____

Member's Signature: _____

11-1-11 11/1/11

APPENDIX X
OVERAGE CALCULATION CHARTS

Overage Calculation Sheet for General Education Teachers 10.11

Teacher name _____ Building _____

Step 1: Calculate hourly overages:

Hour	Course	AP, Remedial/ Recovery or General Ed?	Contractual maximum # of Students per hour (30 for AP and Remedial, 31 for English, 34 for General Ed.)	Actual # of Students	Hourly Overages
1st					
2nd					
3rd					
4th					
5th					
6th					
			Totals:	A.	B.

Step 2: Calculate Daily Total Overages

Gen Ed classes _____ x 31 + # AP / Remedial / English classes _____ x 29 = Contractual Daily Total: C. _____

Actual Daily Total (Box A) _____ - Contractual Daily Total(Box C) _____ = Daily Total Overages: D: _____

Step 3: Calculate Overage Pay
Choose the larger # from Hourly Overages (Box B) and Daily Total Overages (Box D) _____
Calculate teacher's overage pay using the pay rates found in the Master Agreement, Article III F2

- Overage of 1 or 2 students = $8.00 per student per five days
- Overage of 3-9 students = $9.50 per student per five days
- Overage of 10+ students = $10.50 per student per five days

Overage Pay: _____

Overage Calculation Sheet for Co-Taught / Special Education Teachers 11.10

Teacher name _____ Building _____

Step 1: Only fill in for Co-Taught Courses

Hour	Course	# Special Education Students	# Special Education Students over 10	Total # of Students in the class	# students over 30
1st					
2nd					
3rd					
4th					
5th					
6th					
		Totals	A.		B.

Step 2: Calculate Overage Pay
Choose the larger # from Box A (Special Education Overages) and Box B (Hourly Overages) _____

Divide this # by 2 = Co-Taught Overages _____

Calculate teacher's overage pay using the pay rates found in the Master Agreement, Article III F2

- Overage of 1 or 2 students = $8.00 per student per five days
- Overage of 3-9 students = $9.50 per student per five days
- Overage of 10+ students = $10.50 per student per five days

Overage Pay: _____

APPENDIX XI
PAYROLL DUES DEDUCTION

1. A member of the Association or an employee who has applied for membership may deliver to the Association a signed form authorizing the payroll deduction of Association dues and/or membership fees. The Association shall be responsible for delivering the authorization forms to the Board. The Board agrees that, upon receipt from a teacher of a signed authorization, these monies shall be deducted from the regular salary of the teacher and remitted to the Association along with a report of the transmittal as follows:
    a. Authorization forms (electronic is acceptable) must be forwarded to the district payroll office by the Association by October 1 for deductions that begin in October, and by February 1 for deductions that begin in February.
    b. The Board shall process payroll deduction forms timely to meet the October and February deduction timeline noted in Section "a" above. Such authorizations shall continue in effect from year to year unless revoked in writing by the employee to the payroll department at least 14 days in advance of the next payroll.
    c. The Association shall certify to the district payroll office in writing before October 1 (1st semester) or February 1 (2nd semester) via an excel file that includes employee name and UCS employee number the total amount to be deducted for each member who has submitted the authorization for payroll deduction**.**
    d. Association dues and/or membership fees shall be deducted in consecutive and equal amounts (October through January and February through June) up to the amount available per employee payroll. Such deductions shall not supersede any legally required deductions.
    e. The Board will wire the deductions to the Association each pay period.
    f. After each deduction, the Board will send a report to the Association that identifies the categorical amounts attributable for each member with the employee's name and UCS employee number. The report will be provided electronically by the Board via an Excel spreadsheet.
    g. If it is determined that a teacher is owed a refund of any monies that have been deducted by the Board and remitted to the Association, the Association shall repay the teacher directly.
    h. The Board and the Association agree to cooperate in the execution of payroll dues deduction and any unanticipated issues shall be resolved collaboratively.

2. In the event of any legal action against the District brought in a court or administrative agency because it complied with this Section, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
    a. The District gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires.
    b. The District gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
    c. The Union shall have complete authority to compromise and settle all claims which it defends under this section.

3. The Union agrees that in any action so defended, it will indemnify and hold harmless the

District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the compliance with this Section, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

SIGNATURE PAGE