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This Agreement was entered into 10th day of August, 2026 by and between the Tri-County Bargaining Association/Ubly Education Association-Michigan Education Association/ National Education Association as hereinafter called the "Association" and the School District of Ubly, hereinafter called the "District," shall extend from July 1, 2026 until June 30, 2027.

WITNESSETH

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The Board recognizes the Association as the exclusive and sole bargaining agent for the Ubly Community Schools full time and part time certificated teaching staff, presently under contract or on leave, including the positions of Special Education Teacher and Remedial Reading Teachers**,** Student Service Coordinator, Test Coordinator, Curriculum Director (not full time) and Guidance Counselor.

Certified teaching personnel who are specifically excluded from the Bargaining Unit are as follows: Superintendent, Assistant Superintendent, Administration Assistant, School Principal, Assistant School Principal, Curriculum Director (full time only)**,** individuals and/or certified teachers who perform only extra-curricular duties for the Ubly Schools.

B. Nothing contained herein shall prevent the Board from modifying, revising, combining or eliminating any position of employment in this Unit pursuant to the conditions of the Agreement.

C. It is intended that this Master Agreement takes precedence over and governs the individual teaching contracts.

D. Any new position created during the life of this Agreement will be added to the bargaining unit.

E. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

F. When the Agreement uses the word "he," it also shall mean "she."

G. Whenever the term "Board" is used, it shall mean the Ubly School District, its Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.

H. The phrase "full time" agreed to in Article I shall include, but not be limited to, teachers who have signed a probationary or tenure contract.

I. The phrase "part time" as used in Article I shall include teachers who have signed a probationary or tenure contract. "Part-time" teachers are teachers under contract for the full school year teaching less than the regular load and shall be compensated in salary and fringe benefits on a pro-rated basis. Proration of benefits are defined in Article XIX Paragraph C.

"Part-time" teachers under contract for a full year will receive a full increment.

ARTICLE II - ASSOCIATION AND TEACHERS' RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any right conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be constructed to deny or restrict to any teacher rights he may have under the Revised School Code or other applicable laws and regulations.

C. The Association and its representatives shall have permission to use school buildings at all reasonable hours for meeting(s). The first Wednesday after the School Board meeting will be set aside for Association meetings. The Association meeting will not start before 3:10 PM.

D. Duly authorized representatives of the Association and the respective affiliates shall be permitted to transact official Association business on school property at all reasonable times including lunch periods except during class periods. Visitors shall comply with building procedures for visitors.

E. The Association shall have permission to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association agrees to reimburse the Board for expendable materials. This does not apply to reproduction of the Master Contract.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service**,** email**,** and teacher mail boxes for communications to teachers.

G. The Board agrees to furnish to the Association in response to reasonable requests such financial information as found in the annual audit, tentative budgetary requirements and allocations, names and addresses of all teachers and such other information as the Board may be required by law or regulations to maintain.

H. The Administration shall make every effort to keep the Association informed on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration. The Association shall be given opportunity to appraise and submit suggestions with respect to said matters prior to their adoption and/or general publication.

I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except for such political activities or affiliates as may be prohibited by law.

J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, and marital status.

K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, disability**,** religion**,** marital status or national origin.

ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, to manage and direct the Ubly Community Schools.

B. The exercise of the legislative powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connections therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

C. The exercise of the executive management and administrative control of the school system shall remain in the hands of the Board.

D. The Board retains the sole right to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

E. The Board retains the sole right to establish grades and courses of instruction, including special programs, and to provide for athletics, recreational and social events for students, all as deemed necessary or advisable by the Board.

F. The Board retains the sole right to decide upon the means and methods of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect, thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

G. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the provisions of Public Act 379 of 1965, and limited only by provisions of this Agreement, and then only to the extent such special provisions hereof are in conformance with the Constitution and the laws of the United States.

H. The Association agrees to furnish to the Board information relative to membership, committees, committee actions and minutes of meetings, when requested by the Board, relating to a matter where the vote or determination of the Association is in question.

I. The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Association nor to discriminate

against any of its members who in the opinion of the board are equally qualified. Further, the right to contract or subcontract shall not be used to cause a reduction in the present work force.

ARTICLE IV - PAYROLL/ANNUITY DEDUCTIONS

A. Upon appropriately written authorization from the teacher, the Board will deduct from the salary of the teacher and make appropriate remittance for annuities, credit union and savings bonds. The choice of the companies shall be mutually determined by the Board and the Association.

B. The Association agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's deducting authorized monies from a teacher's pay.

ARTICLE V - TEACHING HOURS AND CLASS LOAD

A. 1. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular day in the morning. Teachers shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at the time, including consultations with parents when scheduled directly with the teacher. On Fridays or on days preceding holidays or vacation, the teachers' day shall end five (5) minutes after the close of the pupils' day.

2. Teachers shall have at least a thirty (30) minute duty free lunch period during each full work day.

3. Class periods in grades 7-12 will be no longer than fifty-five (55) minutes if a seven (7) class period day is followed. Class periods will be no longer than fifty-eight (58) minutes if a six (6) class period day is followed

4. The school day will end for the teachers at 3:05 p.m.

B. The normal weekly teaching load in the junior and senior high will depend on whether it is a seven (7) or six (6) class period day.

1. If a seven (7) class period day is followed, there will be thirty (30) teaching periods and five (5) unassigned preparation periods. This will not exceed six (6) class periods of pupil contact each day. Assignments to a supervised study period shall be considered a teaching period for the purposes of this Article.

2. If a six (6) class period day is followed, there will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. This will not exceed five (5) class periods of pupil contact each day. Assignments to a supervised study period shall be considered a teaching period for the purposes of this Article.

3. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods which will not exceed six (6) hours of pupil contact per day.

C. The hours for the elementary school will be as scheduled:

1. Five hours and thirty-five minutes of instruction out of a six hour and fifty-five minute day.

2. Elementary teachers will have a thirty (30) minute duty free lunch period.

3. The regular teacher may leave his/her room while the teacher of special classes (i.e., music, art, physical education,) is in charge of his/her class.

4. Elementary teachers shall have 250 minutes prep-time per week.

D. No departure from these norms shall be made without prior consultation from the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

E. A teacher shall be released without loss of pay if he is required by the Board to be present or is subpoenaed for any proceedings affecting the employment or working conditions of the teachers.

F. The parties recognize the optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. K- 5 class enrollment will be limited to 27 students. For each day an elementary teacher has over 27 students in membership, he/she will be reimbursed $12.00 per student/per day. Classes will be held at 28 students per class period in grades 6 -12. Teachers with class loads over 28 students per hours will receive $2.00 per student, per class period. Physical education classes will be held to 39 students per class period. This limit does not apply to instrumental and vocal music classes. The Board agrees to furnish one (1) additional teacher if the team teaching class is over 100 students. If a teacher is assigned to monitor or be the teacher of record for an online class, the teacher will be paid $1.40 per student per class period.

A Special education teacher required to do more than 18 IEPs in a school year for their case load will be compensated at the teacher sub rate (in Schedule C) an hour up to four (4) hours per rollover and up to twelve (12) hours per initial IEP. Documentation must be supplied to your building administrator to be paid for the extra IEPs completed.

Special education teachers who teach (teacher of record for an English, Math, Science, Social Studies, or Life Skills course) over 18 students a day will receive $2.00 per student over 18, per class period of service.

G. The Board recognizes that appropriate technology**,** texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

H. Split grades or class periods shall be limited to 25 students. If 25 students is exceeded, the teacher will be reimbursed accordingly. Refer to Section F above.

I. If a six through twelfth grade (6-12) teacher has a student(s) in their classes that choose to be taught remotely for the semester or school year, the teacher will be paid $2.40 per student per class period. An Elementary teacher will be paid $14.40 per student per day.

J. Teachers will be required to complete no more than seven (7) Safe School Trainings (or any other online training) per school year. The maximum time for these trainings is to be 4 hours. These trainings will count as one of the 185 teacher contract days and sufficient time will be provided during one of the initial professional development days at the start of the school year and (6) SCECHs will be earned for the completion of the Safe School Trainings. Teachers who are not tenured will be required to complete up to ten (10) Safe School Trainings or other trainings. The maximum time for these trainings is to be 6 hours. These trainings will count as one of the 185 teacher contract days and sufficient time will be provided during one of the initial professional development days at the start of the school year and (6) SCECHs will be earned for the completion of the Safe School Trainings.

K. Three times a year after the screening for young-fives through third grades (Y5-3rd), the teachers of those grades will be given a half-day to do IRIPs. This time shall take place in their own classrooms and no lesson plans will be required of these teachers.

ARTICLE VI - TEACHING CONDITIONS

A. The Board shall make available adequate lunchroom, restrooms and lavatory facilities exclusively for teacher use which will remain smoke free, furnished, and shall be reserved for use a as teacher lounge.

B. The Board will continue to endeavor to provide off street parking facilities adjacent to the school for teacher use.

ARTICLE VII - PROFESSIONAL QUALIFICATION AND ASSIGNMENTS

A. The Board and Administration shall adhere to State Certification and Federal laws in hiring teachers.

B. Teachers shall not be assigned outside the scope of their teaching certificates.

C. Full time teachers shall be given tentative notice of their schedules for the forthcoming year no later than two weeks prior to the end of the regular school year. Snow days that need to be made up that extend the school year do not count towards this time. In no event, will changes in teachers' schedules be made during the summer. If an emergency arises, the Association President shall be notified. In such event that changes in schedules are proposed and necessary, all teachers affected shall be notified promptly and consulted.

D. When a teaching vacancy, or a new position is created, notification of bargaining unit and administrative vacancies will be e-mailed to the U.E.A. President and all educators on staff.

E. When a teaching vacancy, (teacher resigning or retiring from the school district which necessitates the hiring of a new teacher), or a new position is created, only certified teachers rated effective can apply. The following procedure will be used in this order to fill the position:

(However, if the resignation or retirement is mid-year, the district may fill with a long-term substitute to the end of the current school year.)

1. Tenure teachers who are certified in the grade/subject area and rated effective.
2. Tenure teachers' education level (based on position/rail of the Master Agreement) will be used if more than one tenure teacher bids for the position.
3. If education levels are the same, then the following will be used in this order:
   a. Relevant Training germane to grade or subject area. The trainings must be announced/offered to all staff by the principal. This must be done for any relevant training to count as a tie breaker.
   b. Discipline Record
   c. Classroom Management (If documentation has been made through observation, trainings have been provided and no improvement has been made, then classroom management can be used as a tie breaker.)
4. If the applicants are still equal, then seniority will be the tiebreaker.
5. Non-Tenure teachers who are certified in the subject area and rated effective.
6. Non-Tenure teachers' education level (based on position/rail of the Master Agreement) will be used if more than one non-tenure teacher bid for the position.
7. If education levels are the same, then the following will be used in this order:
   a. Relevant Training germane to grade or subject area. The trainings must be announced/offered to all staff by the principal. This must be done for any relevant training to count as a tie breaker.
   b. Discipline Record
   c. Classroom Management (If documentation has been made through observation, trainings have been provided and no improvement has been made, then classroom management can be used as a tie breaker.)
8. If the applicants are still equal, then seniority will be the tiebreaker.
9. Outside applications will be considered last.
10. There shall be no more than one (1) successful bid permitted in any two (2) year period.
11. Formal application may be made to the building Principal for any job vacancy.

F. Extra Curricular Assignments:

1. Teachers employed in adult education, driver education, summer school or other assignments covered in Appendix B and C of this Contract shall receive separate extra-curricular non-tenure contracts with a duration of one (1) year.

G. Teachers shall not be required to leave their assigned classroom position to substitute for another teacher. If a teacher, for example Title I, is required to substitute for a classroom teacher, they will be compensated at the rate of a substitute's pay as well as their regular pay.

H. Qualifications and Duties of the Mentor Teacher

The following are the duties and/or qualifications of a Mentor Teachers.

1. Shall be in the subject field, or a related field or have had experience within the subject area if all possible.
2. Shall make a new teacher familiar with the traditions and policies of the school system.
3. Shall help in the personal adjustment of the new teacher in the school, community life, and offer constructive suggestions to establish friendly relationships.
4. Shall help the new teacher adjust in his/her relationship with the adult personnel in the school system.
5. Shall take part in evaluation meetings if requested by the new teacher.

6. Shall stand in the position of a friendly advisor and conduct at least two (2) informal observations. The contents of these observations shall remain confidential between the mentor and new teacher.
7. Assignment as a mentor will be voluntary.
8. Shall provide a log listing meeting dates and assistance given related to the duties listed above for the new teacher.
9. The activity of this process will not reflect on either the mentor or the new teacher.
10. Compensation prescribed in Schedule C.

ARTICLE VIII - ILLNESS OR DISABILITY

A. At the beginning of each school year, each teacher shall be credited with thirteen (13) days of leave, to be used for absences caused by illness or disability. The unused portion of such allowances shall be accumulated from year to year with no limit. Should a teacher exhaust his entire leave bank and resign before the end of the school year, he shall reimburse the school for unearned leave, at the rate of one (1) day for each month of his unfulfilled contract and his last check shall be reduced by one (1) day's pay for each month of the school year remaining.

1. Elective surgery or treatment not related to the preservation of health or which may be postponed to non-school year time are not covered by leave days.

2. Teachers absent from work shall inform the district of such absence no later than 6:30 a.m., when practical, on the day of absence or designated substitute system currently Red Rover. Early bird teachers shall call the High School Principal one (1) hour before class starts. Upon a teacher's return, a leave request must be electronically submitted to the building principal in Skyward.

3. A teacher who is unable to teach because of personal illness or injury due to accident and who has exhausted all leave accumulated, shall be granted an unpaid leave of absence for the duration of such illness or injury up to the beginning of the next school year. If the teacher is unable to return to work because of illness or injury at this time, he shall be granted an extension of his unpaid leave until the beginning of the next school year.

4. Teachers on an unpaid leave of absence due to illness or disability shall not be eligible for fringe benefits (Except as provided by FMLA, Workman's Comp, and the American Disability Act). However, subject to COBRA, teachers who wish to keep their vision**,** health or dental insurance may by making payments to the business office ten (10) days prior to the due date of the District's payments. Termination of employment shall cause the termination of the insurance participation.

5. Any teacher who terminates his/her employment with the Ubly School District after ten (10) or more years of service or upon retirement shall be paid eighty ($80) dollars for each accumulated leave day over and above seventy (70) days.

6. At the beginning of each school year, each part time teacher shall be credited with thirteen (13) days of leave to be used as per paragraph A of this Article. The unused portion of such allowance will be multiplied by the fraction of a day that the part time teacher works, and that product, rounded to the nearest 1/2 day, will be accumulated without limit. The same formula will be applied should a part time teacher need to withdraw days from his personal accumulation.

7. Any teacher on school related business, as determined by an administrator, shall not be charged for the leave time. Notification by the administrator will be given to the teacher prior to the event if leave time is to be charged.

B. With the Superintendent's approval, the teacher may use three (3) days of leave for the critical illness of the teacher's immediate family.

C. A teacher may use five (5) days of leave per death for members of the immediate family. Immediate family is defined as spouse, significant other, children, parents, grandchildren, grandparents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, stepbrother, stepsister, step grandchildren, and grandparents of a teacher's spouse.

D. Upon return from leave, if the teacher has not already done so, will enter the days missed into Skyward.

1. Illness/Disability
2. Bereavement
3. Family Business

E. Failure of the teacher to complete the form mentioned in Section D above within three (3) days after they return shall result in loss of compensation for time missed.

F. Any teacher who misses three (3) consecutive days because of illness may be requested to provide medical evidence as to the nature of the illness. The Board will provide the necessary forms to comply with this section. Further, the Board agrees to assume any costs that occur in complying with this Section. Leave will not be allowed where medical certification is requested and not received.

G. A day off for the funeral of a staff member may be granted as determined in discussion between the Superintendent and the Association President. These days off will be added to the end of the school year or as determined by the Superintendent.

H. A first or second year teacher absent from work because of mumps, scarlet fever, measles, chicken pox or head lice shall be allowed to borrow from the next year up to five (5) additional days.

I. If the situation arises that a staff member exhausts their leave days before they are eligible for long term disability each member of the teaching staff will have the option to donate leave days until long term disability is available for that member.

J. If the situation arises that a staff member exhausts their leave days, or days are needed to take care of a spouse**,** significant other**,** or a dependent child (19 years old or younger), each member of the teaching staff teaching staff will have the option to volunteer to donate leave days (maximum of two (2) days per year) for that member. Approval of leave days (after all leave time is exhausted) is subject to approval of the Superintendent and the UEA President.

K. FMLA shall be granted in accordance with Federal laws and Regulations. Paid leaves as provided by the contract shall run con-current with FMLA.

ARTICLE IX - PROFESSIONAL AND PERSONAL BUSINESS

A. Non-tenure teachers may use two (2) leave days for personal business at a time. Tenure teachers may use three (3) leave days for personal business at a time. Personal business is defined as an activity that necessitates a teacher's absence from school and said day is of such a nature that it cannot be attended to at a time schools are in session. A teacher planning to use a personal business leave day shall submit a personal business leave form to the Superintendent, through the Principal, a minimum of three (3) days in advance of the date of the leave. In cases of emergency, a teacher may receive verbal approval to take a business day. However, the teacher is required to fill out and sign the personal business day form when he returns to work. Unpaid personal business days shall be granted within the sole discretion of the Board. These days may not be used before or after a holiday.

B. Two (2) days release time with pay may be allowed for professional days for conferences, workshops, seminars conducted by colleges, universities, and professional organizations and for visitations to view other instructional techniques or programs, if approved by the Principal and Superintendent.

C. Association Days – Ten (10) days release time with pay shall be allowed for conferences, workshops, or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof. The local Association shall reimburse the school district the amount of substitute pay.

D. A Sabbatical leave without pay may be granted to a teacher who has worked seven (7) continuous years for the Ubly Board of Education subject to the requirements of Section 1235 of the Revised School Code.

E. For teachers wishing unpaid personal leave days in addition to regularly scheduled vacations the following guidelines will prevail.
   1. Teachers' length of service to the District will be considered.
   2. The teachers' attendance records will be considered.
   3. The unpaid leave day may not be used to extend vacations.
   4. Unpaid leave days may not be contiguous to paid personal business days.

F. Teachers must fill out a Professional/Personal leave form for all professional development workshops, conferences, course work, mentoring workshops, state or regional workshops, or UEA workshops.

ARTICLE X - CHILD CARE LEAVE

A. Child Care leave without pay is available to teachers. The length of the leave shall not exceed one (1) year. If the teacher requests a renewal, the renewal will be granted at the discretion of the Board.

B. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least three (3) months prior to the expected date of leave so that necessary arrangements can be made to procure the teacher's replacement.

B. Within thirty (30) days thereafter, the teacher shall submit a written request for child care leave to the Board of Education. The request shall specify the beginning date of the leave. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, or semester of the school year. The normal return from a leave of absence shall be the commencement of the next school year. Should a teaching position, for which the teacher is qualified and certified, become vacant, prior to the termination date, the teacher will be offered the opportunity to return in the new capacity at this earlier date.

ARTICLE XI - PROFESSIONAL BEHAVIOR AND DISCIPLINE

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety and well-being.

B. Alleged breaches of discipline of the Education Profession shall be promptly brought to the attention of the offending teacher and reported within 24 hours or the next school day to the Association by the supervising administrator.

C. Any disciplinary action between an administrator and teacher shall be done in a private setting. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

D. Teachers should not use profane or vulgar language during employment or in attendance at school functions.

E. Teachers should dress appropriately and in a professional manner during employment or in attendance at school functions.

F. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee's personnel file. The employee may have a representative of the UEA accompany them in such a review.

G. No materials, including but not limited to student, parent, or school personnel complaints, will be placed in the bargaining unit employee's personnel file unless the employee has had an opportunity to review the material.

All complaints shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material in question.

When any material is placed in a bargaining unit member's file, the affected employee will review and sign the material. Such signature shall be understood to indicate awareness of the material, but in no instance shall the signature of the employee mean agreement with the content of the material.

H. The Administrator shall provide association representation to the bargaining unit member in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. Prior to the meeting the bargaining unit member and the

association representative will be given time to discuss the issue. The issue shall be made know to them prior to the administrative meeting.

I. All bargaining unit members will be treated fairly and equitably.

ARTICLE XII - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community education projects.

B. The Board agrees to consider providing, upon written application, the necessary funds to attend professional conferences which are designed to enhance the teacher's professional effectiveness. The teacher shall submit an estimated cost figure for all costs relating to the conference which will be reviewed and either approved or not approved by the principal or superintendent. Whenever possible, a school vehicle must be used. All receipts for conference related expenses must be submitted to the business office upon the employees return. Teachers, will, upon request, submit a written report regarding the conference topics and other relevant information received at the conference. If it is necessary to use a personal vehicle mileage will be reimbursed according to the most recent IRS authorized rate. Approval for use of a personal vehicle must be received in advance of the trip. Should daily expenses exceed the estimated amounts the teacher will be reimbursed all reasonable and necessary expenses provided receipts are submitted.

C. In cases when in-service training seems necessary to the Principal and Superintendent during a regular school day students may be dismissed early. Any In-Service day will not be beyond 4:15 p.m. There will be no more than five (5) such in-service training sessions in the course of a school year. The Association will be included in the planning of in-service days.

D. In cases where in-service training sessions involve one-half (1/2) day or more, days will then be set aside for such purpose by the Board in the school calendar.

ARTICLE XIII – SENIORITY

A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Administration shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from bargaining unit member's most recent date of hire. All bargaining unit members shall be ranked on the list in order of their most recent date of hire as described above. In the event of more than one (1) person having the same date of hire, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and the bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

B. The seniority list shall be published and posted conspicuously in the District by October 15, of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

C. Definitions.

1. For the purpose of this Article “seniority” shall be defined as years and/or fractions thereof of continuous service to the Ubly Community School District. Continuous service shall not be considered interrupted except by resignation or termination of an employee.

D. Seniority right shall be lost by the teacher if the teacher does not return after he has been notified that he is being recalled from layoff. Notification of recall shall be made by exhausting all appropriate means of communication by the Superintendent and appropriate time given to respond.

E. Teachers, when leaving employment with the Ubly Community Schools except for termination, shall remain on the seniority list for a period of five (5) years.

F. Any layoff pursuant to this Agreement shall automatically terminate the individual’s employment contract and all benefits allowed under this Master Agreement. All such benefits for teachers completing a full contract year of employment shall continue until August 31 of that contract year.

G. All laid off bargaining unit members may continue their health and dental insurance benefits by paying the monthly normal per subscriber group rate premium for such benefits to the Board one month in advance, subject to carrier requirements and restrictions.

H. When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions.

1. The Board shall develop with consultation from the Association, the education program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education and the number and title of each position required for programs not based at a school (traveling staff).The following steps below 2-7, in that order, will be used to determine who will be laid-off. In the event of multiple teachers in a step, proceed directly to step 8 to break the tie.
2. Teachers not holding a valid Michigan Teaching Certificate will be laid off first, provided there are permanent and certified teachers to replace and perform all the needed duties of the laid off teachers.
3. Next, Part-Time Teachers or teachers without a full teaching schedule will be laid off, provided there are permanent and certified teachers to teach those classes.
4. If reduction is still necessary, then probationary teachers who are rated below effective will be laid off, provided there are certified and qualified teachers to replace and perform all the duties of the laid off teachers.
5. If further reduction is still necessary, then probationary teachers who are rated effective will be laid off provided no tenure teacher with a rating below effective exists in that grade (young 5-5 grade) or department (6-12 grade). If a tenure teacher rated below effective in that grade or department exists, then they would be laid off pending any challenges to their rating.

6. If reduction is still necessary, then tenure teachers who are rated below effective will be laid off, provided there are certified and qualified teachers to replace and perform all the duties of the laid off teachers.
7. If reduction is still necessary, then tenure teachers will be laid off, provided there are certified and qualified teachers to replace and perform all the duties of the laid off teachers.
8. In case of multiple teachers in any step (2-7) above the following will be used in this order to eliminate the tie and to determine who is laid-off. Once the tie is broken additional criteria will not be used.
   a. Evaluation rating in this order:
      1. Needs Support
      2. Developing
      3. Effective
   b. Level of Education from least to highest (As per position/rail on the Master Agreement)
   c. Relevant Training germane to grade or subject area. The trainings must be announced/offered to all staff by the principal. This must be done for any relevant training to count as a tie breaker.
   d. Discipline Record
   e. Classroom Management (If documentation has been made through observation, trainings have been provided and no improvement has been made, then classroom management can be used as a tie breaker.)
   f. Seniority will be the tiebreaker. (The one with the lower seniority will be laid off).

I. Recall in the event of layoff: The Board will institute a recall procedure which will be in the inverse order of people laid off provided they are qualified for an open position(s).

J. The Board shall give notice to the teacher being laid off by June 15th. The exception to this rule is an unforeseen emergency occurring during the summer. If an emergency lay-off occurs, the Association President and teachers involved will be notified immediately.

K. Seniority shall continue to accumulate when bargaining unit employees are on approved paid or unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

ARTICLE XIV - TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in using the Charolotte Danielson metric currently used in our Frontline system. In that system, an “Effective” rating shall be from 75%-100%, “Developing” rating is from 60%-74%, and “Needs Support” rating will be from 0%-59%.

B. Probationary teachers shall be observed at least two (2) times but not more than three (3), unless mutually agreed upon between the Association and the District during the school year. Only one observation per school year will be unannounced.

Probationary teachers will be granted tenured at the conclusion of their fourth year if they have three or more consecutive “effective” or “highly effective” ratings.

Tenured teachers shall be evaluated once every three years provided, they have three (3) consecutive ratings of “highly effective” or “effective”. If a tenured teacher is to be evaluated on a given year, the teacher shall be observed at least two (2) times but not more than three (3),

unless mutually agreed upon between the Association and the District during the school year. Only one observation will be unannounced on years they are evaluated.

A Principal may evaluate a tenured teacher any year that curriculum standards are not being taught, or student engagement is lacking.

C. Each probationary year, a written annual year-end evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have the opportunity to submit additional information to the Superintendent.

D. Observations shall be conducted by the teacher's Ubly Principal or Superintendent.

E. Each observation shall be made in person for a minimum of fifteen (15) consecutive minutes. All monitoring or observation of performance shall be conducted with full knowledge of the teacher. A review of the lesson plan/curriculum standard being taught, and student engagement will be part of the evaluation and post observation discussion.

F. Two (2) copies of the written observation shall be submitted to the teacher at the time of such personal interview or within thirty (30) days thereafter. One (1) is to be signed and returned to the Administration and the other to be retained by the teacher. In the event a teacher feels the observation was incomplete or unjust, they may put their objections in writing and have them attached to the observation report to be placed in their personal file and may request another observation by a different administrator. All observations shall be based upon valid criteria for evaluating professional growth.

A formal written evaluation will be completed by the conclusion of the school year. If a teacher does not receive a written evaluation by the last day of school, they will automatically be deemed "effective".

G. A midyear progress report must be provided to every first-year probationary teacher and any other teacher whose previous year evaluation was below the rating of "effective". The IDP will be reviewed by the principal and teacher. Discussion of improvement will be part of the review. The midyear progress report, aligned to the IDP, will contain the clear, measurable, specific performance goals for improvement for the remaining of the school year. A midyear progress report should clearly indicate whether any past performance deficiencies remain, and clear, measurable steps needed to eliminate those deficiencies.

H. Any teacher who has an IDP may only be assigned two additional trainings outside of the regular PD provided by the district each year. If more trainings are needed, the Principal must attend the trainings with the teacher.

I. Probationary teachers and any other teacher whose rating is below "effective" must be assigned a mentor. Mentors may be included in post observation meetings.

J. Any IDP will be made with consultation between the principal and teacher and must contain clear, measurable, objective criteria for improvement. The IDP must be in place by October 1.

K. A tenured teacher who is rated as "needing support" on a year-end evaluation, may within 30 calendar days request a review of the evaluation and rating by the Superintendent. The Superintendent must provide a written response to the teacher within 30 days. If this does not

resolve the problem, the teacher or a UEA representative may request mediation. The Superintendent has 15 calendar days to respond that the mediation will be scheduled as appropriate.

A tenured teacher who receives two consecutive ratings of "needing support" may demand to use the grievance procedure which includes binding Arbitration concerning the second rating and evaluation process.

L. Student growth will count as 20% of a teacher's evaluation. Each teacher must choose two measures of growth to be used each year. See Appendix E for the appropriate form. A forty (40) point gain or meet benchmark anytime during the school year for each student will count as a successful gain for a year unless otherwise noted on the form in Appendix E. Seventy-five percent (75%) of the class or grade must have successful gain to be effective.

M. If a teacher is unevaluated in a school year, the last evaluation rating will be used. A teacher may be designated as "unevaluated" for a school year under the following conditions:

1. Worked less than sixty (60) days in the school year.
2. The teacher's evaluation was vacated through the grievance/arbitration process.
3. Through extenuating circumstances, in consultation with the UEA President and Superintendent, which include but not limited to:
    a. death of a child, grandchild, spouse or common law spouse, parent.
    b. severe illness, injury or disease.
    c. other reasons as agreed upon by the Superintendent and UEA President.

ARTICLE XV - CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic course of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage, instigate, participate in, encourage or support, or assist in any strike, as defined in Section I of the Public Employment Relations Act.

B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE XVI - SCHOOL CALENDAR

A. The school calendar is attached as Appendix D.

B. New teachers may be required to attend one (1) additional orientation day. Probationary teachers will attend an additional fifteen (15) days of professional development within the first three years.

C. Inclement Weather Days:

In the event the District will lose General State Aid for days not made up then those days missed that would penalize the District in General State Aid shall be added to the end of the current school calendar.

D. Staff members who are required to work extra days or weeks other than those covered by the calendar contained in this Contract shall be paid on a per diem basis. A teacher's per diem rate is determined by the teacher's contracted salary divided by the contracted number of days.

ARTICLE XVII - UNPAID LEAVES OF ABSENCE

A. A military leave of absence, not to exceed four (4) years, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, such teacher shall be placed at the same level in the salary schedule as he would have been had he taught in the District during such period.

B. Each tenure teacher shall have the opportunity to request a leave of absence for a period of one (1) school year. A leave of absence shall be defined as one (1) year's absence without pay. A leave of absence must be requested prior to June 1 of the school year. A teacher on a leave of absence may have his insurance protection continued by paying the amount due to the school. All requests, extensions, or related leaves of absence shall be at the discretion of the Board.

ARTICLE XVIII - STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Suspension of students from school may be imposed by the Board of Education or its designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measure, short of suspension, may be first exhausted.

B. Any case of assault by a student upon a teacher shall be promptly reported to the Principal or Superintendent. The Board will provide legal counsel to advise the teacher of his rights and obligations with assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued as a result of any action taken by the teacher while the teacher was engaged in the exercise of a school activity or function and acting within the scope of the teacher's authority, the board shall indemnify the teacher by providing insurance coverage with a duty to defend provision.

D. If time is lost by a teacher in connection with any incident mentioned in Subsection C, it shall not be charged against the teacher.

C. The teacher shall have the responsibility for the conduct and discipline of children when working with an aide either in school or on the playground. If an aide is given the responsibility for a classroom or playground, the aide shall have the responsibility for the conduct and discipline of

the children. The aide in such a situation shall have the same rights and responsibilities relative to disciplining of children as a classroom teacher except as limited by the law.

ARTICLE XIX - INSURANCE PROTECTION

A. MESSA PAK

The Board agrees to pay the cost of the PAK rate of premiums for Vision, Dental, Long Term Disability, and Life insurance coverage each year of this agreement.

The Board agrees to pay the full current Hard Cap amount for the medical portion **(**premiums, deductibles, and taxes**)** for full family, two person, and singles each year. These rates shall be adjusted annually on January 1st pursuant to the provisions of PA 152 and the most recent Hard Cap amounts set by the State. All costs in excess of the maximum amounts shall be borne by the employee through payroll deductions. Full-time employees will receive an insurance protection package with the following specifications. Less than full-time employees who apply for coverage shall have premiums paid on a prorated basis. Any money for insurance that is deducted from an employee's salary shall be withdrawn under a Section 125 plan.

B. Plan A		Plan B	
Health	Choices II $20/40 co-pay on prescriptions—5-Tier $1000/2000 deductible $20/$20/$25/$50 ov/sv/uc/er Adult Immunization Rider Or ABC Plan 2 (FE) HSA 0% Coinsurance 5-Tier $20/$40 after deductible Deductible $2000/$4000 Or ABC Plan 2 (JM) HSA 10% Coinsurance 5-Tier RX w/Mandatory Mail Deductible: $2000/$4000		
Negotiated Life	$50,000 with AD&D	Negotiated Life	$50,000
Vision	VSP-3 Plus P 250 CL	Vision	VSP- 3 Plus P 250 CL
Dental	100:90/90/90: Max $1,800; $2,500 Ortho Plan year July 1 to June 30.	Dental	100:90/90/90: Max 1,800 $2,500 Ortho Plan year July 1 to June.
LTD	70% $6000 maximum 90 Calendar Days - modified fill Pre-existing condition waiver Freeze on offsets Maternity Coverage Alcohol/Drug - same as any illness Mental/Nervous - two year limit	LTD	70% $6000 maximum 90 Calendar Days - modified fill Pre-existing condition waiver Freeze on offsets Maternity Coverage Alcohol/Drug - same as any illness Mental/Nervous - two year limit

Employees shall have the option to switch between the following plans: MESSA Choices II, MESSA ABC Plan 2, MESSA ABC Plan 2 with 10% Coinsurance, 5- Tier RX, with Mandatory Mail HSA effective January 1st of each year. Employees must inform the business office of this decision by November 1st. On the first pay in January and on the first pay in September of each year the employer will deposit 50% of the employees yearly deductible into the employees HSA for those opting for either of the MESSA ABC Plan 2. Any amounts in excess of the hard cap will be paid by the employee. Employees who are laid off or retire at the end of a school year shall have their insurance coverages through the end of August 31.

B. Teachers electing Plan B shall also receive the amount of Choices II premium of the single subscriber rate or the PA 152 amount whichever is less for application to MESSA/MEA Financial Services fixed and variable option programs excluding any taxable programs such as automobile insurance, homeowners insurance, etc.

C. Teachers not completing a full year of teaching shall have their insurance benefits pro-rated. A teacher teaching 92 1/2 days shall receive six (6) months of insurance, etc.

D. A teacher on an unpaid approved leave of absence**,** except under FMLA, Workman's Comp, and American Disability Act, may have this insurance protection continued by paying the amount due to the school one month ten (10) days prior to the due date of the District's payments.

E. Teachers electing Plan A may also avail themselves to the MESSA/MEA Financial Services option programs by payroll deductions at their own expense.

F. Subject to PA 152 limits, any unit member that does not have a full time teaching position will have benefits as follows:

1. The dollar amount to be applied toward benefits will be a pro-ration of current PAK A rate determined by the length of the teaching day. (i.e. a 3/7th time teacher will receive 43% of the current PAK A rate of the District).

2. The dollar amount may be applied to any MESSA program at a group rate.

3. Any amount left over shall be disbursed as cash in lieu of premium.

G. The District shall provide without cost to the employees Option All from MESSA in order to provide the benefits specified in paragraph B. above.

H. The UEA reserves the right to review and/or change insurance providers or plans each year of this contract.

ARTICLE XX - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix A, B, and C which are attached to and incorporated in this Agreement.

B. All employees covered by this Contract may at their option receive their pay from Appendix A under one of the three following plans:

1. Twenty-one (21) equal payments beginning the first pay day of the school year.

2. Twenty-six (26) equal payments beginning the first pay day of the school year and ending after 26 pay periods.

3. Twenty-six (26) equal payments beginning the first pay period and ending with a lump sum payment of the balance of the total salary on the first scheduled pay period after the last teacher work day. All employees covered by this Agreement must indicate any changes in their status above, two (2) weeks prior to the first teacher work day of any school year.

4. All payments shall be made by electronic deposit.

C. A teacher may receive up to ten (10) years of service credit for approved public education at the discretion of the Superintendent and the UEA. For the school year 2026-2027 only, each

certified teacher hired to a new Special Education position who must go earn an initial Special Education certification will receive a $5000 stipend one time towards this purpose.

D. Teachers contracted for one half (1/2) year or equivalent to one (1) semester shall be credited with one half (1/2) year experience.

E. Teachers who substitute during their conference periods or prep time shall be paid at the rate determined in Appendix C for "Teacher Substitute." This would include any part time teachers substituting during their non-scheduled/assigned time.

F. Elementary teachers who must take their classes when a regularly scheduled special teacher is not available will be compensated at a rate determined in Appendix C for "Teacher Substitute." This will only apply to those special classes that are being offered on a regular basis during the normal school year.

G. Michigan State Board approved Continuing Education Units (CEU's) or SBECH will be equated to a ratio of three (3) CEU's/30 hours SBECH to one (1) semester hour of college credit for purposes of establishing the correct placement on the Appendix A Salary Schedule.

H. The Board is to pay teacher retirement on all extra money for extra work when approved by ORS.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section I

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by a teacher, group of teachers or the Association for the teachers in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each level or step must be adhered to as set forth herein or the grievance is forfeited.

Section II

The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated and how they were violated by appropriate reference to the Contract, shall indicate the relief requested and shall be signed by the employee involved, and/or the Association representative.

Section III

It shall be the firm policy of the Board to assure to every teacher the opportunity to have unobstructed use of this grievance procedure without fear of reprisal or without prejudice, in any manner, to his professional status. Every teacher shall have the right to make his own determination as to whether he wishes to file a grievance and shall also have the right to judge the adequacy of the adjustment of his grievance at any level, provided said judgment does not in any way violate any part of the master agreement.

Section IV

The remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure. If a teacher elects to process a grievance and is not satisfied with its disposition, said teacher may at his option take his grievance to the courts.

However, nothing contained herein will deprive any teacher of any legal right which he presently has. It is understood that if a teacher elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this article.

Level One - The Principal

A teacher with a grievance shall discuss it with his Principal. This may be done by the teacher alone, or if he so desires, with an Association representative present. The teacher will bring the matter to the attention of the Principal not later than fifteen (15) days after the occurrence or when the grievant becomes aware of such occurrence. This may be done orally or in writing. Within fifteen (15) working days after the occurrence or when the grievant is aware of the occurrence, the teacher will present a written grievance (four (4) copies to his Principal during a non-teaching hour). However, the grievance shall only be discussed during non-working hours. Within four (4) working days after the presentation of the grievance, the Principal shall record his disposition in detail on all four (4) copies of the grievance form, returning three (3) copies to the teacher. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within ten (10) days from the date the matter was brought to the attention of the Principal, he may appeal directly to the Superintendent.

Level Two - The Superintendent

Within ten (10) days of receipt of the grievance, the Superintendent shall afford the aggrieved person a hearing on his grievance at which the aggrieved person may have an Association representative present if he so desires and the Association agrees. A decision will be rendered by the Superintendent within ten (10) days of the hearing.

Level Three - The Board of Education

In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within twenty (20) days from the receipt of the grievance by the Superintendent, he may appeal to the Board of Education's Review Committee, which is composed of Board members only.

Such appeals shall be delivered to the Superintendent within ten (10) days from the date the decision was received from the Superintendent at Level Two, or if no decision was rendered, within thirty (30) days from the date the grievance was presented to the Superintendent at Level Two.

Within ten (10) days of the receipt of written appeal, the committee will afford the aggrieved person a personal hearing on the matter. A decision will be rendered by the Review Committee within ten (10) days of the date of the hearing.

Level Four

A. If the Association is not satisfied with the disposition by the Board, or if no disposition has been made within the time limits, the grievance may be submitted to arbitration before an impartial arbitrator. The Association will make a determination on whether to arbitrate the grievance at the next regularly scheduled meeting of its Grievance Committee after receiving the Board's disposition of the grievance and notify the Board of its decision as soon as practicable. Within

ten (10) school days of the date the Association notifies the Board of its intent to pursue arbitration, the parties will meet to select an arbitrator. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association, in accordance with its rules, which will likewise govern the hearing.

The Board and Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Past practice may be used as evidence, but may not be the sole basis of our justification for the Arbitrator's decision. Both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitration shall be shared equally by the Board and the Association.

B. Should a teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Likewise, the same provisions shall apply to a teacher leaving the employ of the Board unless monetary matters are involved.

C. The parties may, upon mutual agreement, designate a permanent umpire to adjudicate disputes which may arise from time to time under this agreement.

D. In the event that the grievance procedure should extend beyond the last day of school, "calendar days" shall be substituted for "school days" wherever stated.

Rights of Representation

A. The failure of an aggrieved person to proceed to the next step within the time limit provided shall be deemed to be an acceptance of the decision rendered at the last step and shall constitute a waiver of any future appeal concerning the particular grievance.

B. A grievance may be withdrawn by the aggrieved person at any level without prejudice and a record will be maintained of the proceedings that transpired to the time of the withdrawal.

C. All documents, communications and records concerning grievances shall be filed separately from the personnel files of the individuals concerned.

D. Forms for filing and processing grievances shall be designed by the Administration and the Association. They shall be printed by the Administration and so distributed as to facilitate the operation of the grievance procedures.

E. Nothing contained herein shall construe to prevent an individual teacher from presenting a grievance and having it adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement and if the Association is given opportunity to be present at such adjustment.
Definition of Day: A day as used in the grievance procedure will mean a day school is in session.

ARTICLE XXII - NEGOTIATION PROCEDURES

A. No later than April 1, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date after ratification by both parties. Their representatives shall attach their signatures to the ratified Agreement within 24 hours of ratification. There shall be three (3) signed copies for purpose of record: one (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

B. The procedure outlined in Article XXIII may be waived by mutual consent of the parties.

ARTICLE XXIII - FINANCIAL RESPONSIBILITY

A. Each contract year the Board shall provide to the Association, a computer printout of all bargaining unit members stating their individual placement on the salary schedule.

B. The Parties recognize the requirements of Public Act 4 whereby if conditions are present an Emergency Manager can be assigned to the school district to eradicate and correct any financial emergency. As part of Public Act 4 all collective bargaining agreements can be negated by the Emergency manager in accordance with provisions of the law. Further Public Act 4e defines procedures governing the actions of the Emergency Manager. The Parties to this Agreement are cognizant of these provisions and recognize the powers vested in the Emergency Manager assigned by the state of Michigan. The State of Michigan shall provide assistance to the district in the form of a consent agreement if such actions are deemed appropriate prior to the assignment of an Emergency manager.

ARTICLE XXIV: Miscellaneous

A. Any teacher who needs to use their personal vehicle to transport student(s) to an event shall be paid mileage at the current IRS rate.

APPENDIX A – 2026-2027 SALARY SCHEDULE

2026-2027 Steps and 1%

Step	BA	BA+20	BA+40	MA	MA+15	Ed Spec/MA + 30
0	**45779**	**47010**	**47693**	**48371**	**49650**	**51047**
1	**46888**	**48125**	**48914**	**49701**	**51091**	**52416**
2	**49107**	**50338**	**51251**	**52164**	**53553**	**54885**
3	**51328**	**52567**	**53615**	**54661**	**56014**	**57339**
4	**53553**	**54777**	**55954**	**57129**	**58481**	**59812**
5	**59547**	**60870**	**62254**	**63637**	**65089**	**66416**
6	**62049**	**63893**	**65135**	**66375**	**67821**	**69152**
7	**64554**	**65868**	**67488**	**69117**	**70567**	**71888**
8	**67054**	**68382**	**70117**	**71854**	**73298**	**74627**
9	**69260**	**70354**	**72475**	**74601**	**76043**	**77366**
10	**72065**	**73376**	**75355**	**77341**	**78797**	**80119**

The Ubly School Board has the option of increasing the school year by up to two (2) additional days. By exercising this option the salary schedule shall be increased by .54% (.0054) for each additional day added.

LONGEVITY

Step	2007-2013	2018-2022	2022-2026	2026-2027
11-14	1900	2000	2350	2400
15-18	2100	2200	2550	2600
19-22	2300	2400	2750	2800
23-26	2500	2600	2950	3000
27-30	3200	3300	3650	3700
31 +	3400	3500	3850	3900

SEMESTER HOURS:

A. Must be approved graduate hours or undergraduate hours approved in advance.

B. Salary adjustments for the awarding of a degree or additional credits shall be made at the beginning of each semester, providing that a certificate indicating such degree or credits were successfully completed is received by the Superintendent on or before September 30 for the first semester and February 15 for the second semester.

APPENDIX B - EXTRA CURRICULAR SALARIES

POSITION	2010-2011	2011-2012	2012-2015	2015-2018	2018-2022	2022-2027
Baseball/Softball						
Varsity	3108	3123	3140	3140	3140	3234
JV	2253	2264	2276	2276	2276	2344
Assistant Varsity	1696	1704	1713	1713	1713	1764
Basketball (Boys or Girls Teams)						
Varsity	4459	4481	4504	4504	4504	4639
JV	2590	2603	2616	2616	2616	2694
Freshman	2373	2385	2397	2397	2397	2469
Assistant Varsity	1947	1957	1967	1967	1967	2026
JH 8th	1631	1639	1647	1647	1647	1696
JH 7th	1631	1639	1647	1647	1647	1696
JH B Team	1631	1639	1647	1647	1647	1696
B/G 5th or 6th	577	580	583	583	583	600
B/G 3rd & 4th	577	580	583	583	583	600
Sat. Program (3-4-5-6)	577	580	583	583	583	600
Cheerleading						
Varsity	2373	2385	2397	2397	2397	2469
Assistant Varsity	1156	1162	1168	1168	1168	1203
JH 7th & 8th	1019	1024	1029	1029	1029	1060
Cross Country (Boys & Girls)						
Varsity	2493	2505	2518	2518	2518	2594
Assistant Varsity	1120	1126	1131	1131	1131	1165
JH	869	873	878	878	878	904
Equestrian						
Coach	149 + 58 meets	150 + 58 meets	151 + 58 meets	151 + 58 meets	151 + 58 meets	156 + 60 per meet
Football						
Varsity	4459	4481	4504	4504	4504	4639
Assistant Varsity	2701	2715	2728	2728	2728	2810
JV	2590	2603	2616	2616	2616	2694
Assistant JV	2522	2535	2547	2547	2547	2623
JH 7th & 8th	1631	1639	1647	1647	1647	1696

JH #2 (for a team of 25 or more players	1631	1639	1647	1647	1647	1696
Golf						
Varsity	2303	2315	2326	2326	2326	2396
JV	1351	1358	1365	1365	1365	1406
Assistant Varsity	1229	1235	1241	1241	1241	1278
Track (Boys or Girls Teams)						
Varsity	3108	3124	3140	3140	3140	3234
Assistant Varsity	1696	1704	1713	1713	1713	1764
JH 7th & 8th Boys	1229	1235	1241	1241	1241	1278
JH 7th & 8th Girls	1229	1235	1241	1241	1241	1278
Volleyball						
Varsity	3383	3400	3417	3417	4504	4639
JV	2303	2315	2326	2326	2616	2694
Freshman	2085	2095	2106	2106	2397	2469
Assistant Varsity	1727	1736	1744	1744	1967	2026
JH 8th	1336	1343	1349	1349	1647	1696
JH 7th	1336	1343	1349	1349	1647	1696
JH B Team	1336	1343	1349	1349	1647	1696
Bowling			2326	2326	2326	2396
Weight Room						
Coordinator	1540	1548	1555	1555	1555	1602
Wrestling					2326	2396
Powerlifting						1602

A. The Board reserves the right to cancel any or all Appendix B or C activities if, in their opinion there is no one on the staff adequately trained to meet the requirements of the position, or if financial or facility limitations require this action.

B. In the case of an opening for one of the positions in appendix B or C, a notice will be placed in the teacher's bulletins and posted on the bulletin board for ten (10) days prior to filling the position.

C. The Board may hire a qualified person outside the bargaining unit.

D. The Board is to pay teacher retirement on Appendix B.

E. Any coach doubling up coaching duties in any program will be paid 1/2 (50%) of the secondary coaching duty. (Example: J.V. Basketball and Freshman Basketball; Boys' Track and Jr. High Track; etc.)

F. Any coach with 3 years or more of experience in a particular sport will receive a 1.25% increase per year of experience. Any extra-curricular coach who quits coaching for 5 or more years will not receive prior years of experience if they choose to coach that sport again. Exceptions will be made for pregnancies, long term illnesses, and injuries during the current season.

G. Membership in the various coaches' associations will be paid by the Board for any varsity coach on staff who requests it.

H. Each teacher will be given a sports/activity pass for all school functions.

APPENDIX C - EXTRA CURRICULAR SALARIES

POSITION	2010-2011	2011-2012	2012-2015	2015-2018	2018-2022	2022-2027
Pom Pom Squad	324	326	327	327	327	337
Bearcat Advisor			580	580	580	597
Music Program Accompanist	324	326	327	327	327	337
Safety Patrol Advisor (Per Person)	535	538	540	540	540	556
Jr. High/High School National Honor Society	570	572	574	574	574	1497
Coordinator of Gifted and Talented	573	576	579	579	579	596
Elementary Yearbook Advisor	573	576	579	579	579	596
History Trip Advisor (during spring break, Christmas break, summer…)						650
Video Yearbook/Media Coordinator	573	576	579	579	579	596
Freshman Class Sponsor	574	577	580	580	580	597
Science Club Adviser	574	577	580	580	580	597
Jr. High Sponsor (7th)	574	577	580	580	580	597
Jr. High Sponsor (8th)	574	577	825	825	825	850
Sophomore Class Sponsor	574	577	580	580	580	597
Mentor Teacher (per year)	611	614	617	617	617	636
Junior Class Sponsor	1006	1011	1016	1016	1016	1046
Senior Class Sponsor	1006	1011	1016	1016	1016	1046
Quiz Bowl (one (1) season)	1439	1446	1453	1453	1453	1497
Quiz Bowl multi-season/per season			1010	1010	1010	1040
Business Professional of America	1439	1446	1453	1453	1453	1497
FCCLA Sponsor	1439	1446	1453	1453	1453	1497
Play Fall	1439	1446	1453	1453	1453	1497
Play Spring	1439	1446	1453	1453	1453	1497
Student Council Advisor	1439	1446	1453	1453	1453	1497
Yearbook Advisor w/course	1439	1446	500	500	500	515
Yearbook Advisor no course			1453	1453	1453	1497
Junior High Yearbook			303	303	303	312

FFA Sponsor (Per Semester)	1439	1446	1453	1453	1453	1497
FFA Assistant						750
Forensics Traveling Advisor	1934	1944	1953	1953	1953	2012
Band Activities	3818	3837	3856	3856	3856	3972
Curriculum Council	25.88	26.01	26.14	26.14	26.14	26.92
School Improvement Team	25.88	26.01	26.14	26.14	26.14	30.00
Driver Education	25.88	26.01	26.14	26.14	26.14	26.92
Adult Education	25.88	26.01	26.14	26.14	26.14	26.92
Activity Class	25.88	26.01	26.14	26.14	26.14	26.92
Librarian (summer) up to 40 hrs, more with principal's approval	25.88	26.01	26.14	26.14	26.14	26.92
Teacher Subs misses Conf/Break doing extra duties	30.92	31.07	31.23	31.23	31.23	40.00
Spec. Ed. Meeting at HISD or Ubly before or after school	51.74	52	52.26	52.26	52.26	55.00
County Curriculum Coordinator (per meeting)	51.74	52	52.26	52.26	52.26	53.83
Middle School Quiz Bowl Coach (2)	327	329	330	330	330	340
Robotics Coach				1500	3500	3605
Elementary Robotics Coach					1000	1030

A. Board to apply retirement to Appendix C.

B. The summer agriculture teacher shall be approved for three (3) weeks of summer pay. The salary will be based upon the summer agriculture teacher's per diem rate. Additional days/weeks must be pre-approved by the Board of Education in the spring prior to the summer hours beginning.

C. Any coach/advisor with 3 years or more of experience in a particular sport or activity will receive a 1.25% increase per year of experience. Any extra-curricular coach/advisor who quits coaching for 5 or more years will not receive prior years of experience if they choose to coach/advise that activity again. Exceptions will be made for pregnancies, long term illnesses, and injuries during the current season.

APPENDIX D - SCHOOL CALENDAR

2026-2027 School Year

UBLY CALENDAR

Number of Days in Service 180

August 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 PD	18 PD	19 PD Open House (5-6:30)	20 PD	21 No school	22
23	24 First day	25	26	27	28	29
30	31					

Days in service 6

September 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3 Half Day for all	4 No school	5
6	7 Labor Day	8 Return	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Days in service 20

October 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15 P/T Conf. (12-7)	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30 Mkg Period	31

Days in service 22

November 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
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 Thanksgiving	26 Thanksgiving	27 Thanksgiving	28
29	30 Return					

Days in service 18

December 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 Half day for all	19
20	21 Winter bk	22 Winter bk	23 Winter bk	24 Christmas	25 Winter bk	26
27	28 Winter bk	29 Winter bk	30 Winter bk	31 Winter bk		

Days in service 14

January 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1 New Years	2
3	4 **Return**	5	6	7	8	9
10	11	12	13	14	15	16
17	18 No school PD	19	20 **Exams** **End 2:00 p.m**	21 **Exams** **Half day**	22 Semester Ends Exams Half Day	23
24	25	26	27	28	29	30
31						

Days in service 19

February 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11 Half day for all	12 No school	13
14	15 Presidents' Day	16 **Return**	17	18	19	20
21	22	23	24	25	26	27
28						

Days in service 18

March 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	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 Mkg Period Half day for all	26 No school	27
28 Easter	29 Spring Break	30 Spring Break	31 Spring Break			

Days in service 19

April 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1 Spring Break	2 Spring Break	3
4	5 **Return**	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	

Days in service 20

May 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
2	3	4	5	6	7 Half day for all	
9	10	11	12	13	14	1
16	17	18	19	20	21	2
23	24	25	26	27	28	2
30	31 Memorial Day					

Days in service 20

June 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2 **Exams End 2:00 p.m**	3 **Exams Half day**	4 **Exams Half day Last Day**	5
6	7 No school	8 No school	9 No school	10 No school	11 No school	12
13	14 No school	15 No school	16 No school	17 No school	18 No school	19
20	21 No school	22 No school	23 No school	24 No school	25 No school	26
27	28 No school	29 No school	30 No school			

Days in service 4

Appendix E See Article XIV Clause L for more details.

Elementary 20__-20__ School Year

Directions for teachers in all subject areas and grades Young 5's-2nd.

- **For your 1st measure of student growth, you may select any of the other options in column A. Please check the box that corresponds with your choice.**
- **For your 2nd measure of student growth, you may select any of the other options in column B. Please check the box that corresponds with your choice.**

A. 1st Measure of Student Growth (10%)	B. 2nd Measure of Student Growth (10%)
❑ Letter ID ❑ Number ID ❑ Pre & Post Assessments Course_____ ❑ 20% gain to be successful ❑ Acadience Math (Kindergarten) ❑ Star Math ❑ Acadience Reading ❑ Star Early Literacy/Reading	❑ Pre & Post Assessments Course_____ ❑ 20% gain to be successful ❑ Acadience Reading ❑ Star Early Literacy/Reading ❑ Star Math ❑ Peli (Young Five's) ❑ Student Learning Objective

Teacher Name _____ Grade Level _____

Teacher Signature _____ Date _____

Administrator Signature _____

Date_____

Elementary 20__-20__ School Year

Directions for teachers in all subject areas and grades 3rd-5th.

- **For your 1st measure of student growth, you may select any of the other options in column A. Please check the box that corresponds with your choice.**
- **For your 2nd measure of student growth, you may select any of the other options in column B. Please check the box that corresponds with your choice.**

Directions for Creative Arts Teachers

- **Creative Arts: Must use a pre/post assessment or SLO for one measure.**

B. 1st Measure of Student Growth (10%)	B. 2nd Measure of Student Growth (10%)
❑ M-STEP ELA (4-5)* ❑ Your students ❑ Grade Level Score ❑ Pre & Post Assessments Course_____ ❑ 20% gain to be successful ❑ Acadience Reading ❑ Star Reading ❑ Star Math ❑ Student Learning Objective ❑ Selected students	❑ M-STEP Math (4-5)* ❑ Your students ❑ Grade Level Score ❑ Pre & Post Assessments Course_____ ❑ 20% gain to be successful ❑ Acadience Reading ❑ Star Reading ❑ Star Math ❑ Student Learning Objective ❑ Selected students

Teacher Name _____ Grade Level _____

Teacher Signature _____ Date _____

Administrator Signature _____

Date _____

Middle School 20__-20__ School Year

Directions for teachers in all subject areas and grades 6th-8th.

- **For your 1st measure of student growth, you may select any of the other options in column A. Please check the box that corresponds with your choice.**
- **For your 2nd measure of student growth, you may select any of the other options in column B. Please check the box that corresponds with your choice.**

Directions for teachers of Electives

- **Electives: Must use a pre/post assessment or SLO for one measure.**

A. 1st Measure of Student Growth (10%)	B. 2nd Measure of Student Growth (10%)
❑ **M-STEP Math (6 & 7)*** ❑ **Your students' composite score** ❑ **M-STEP ELA (6 & 7)*** ❑ **Your students' composite score** ❑ **PSAT 8 Math (8)*** ❑ **Your students' composite score** ❑ **PSAT 8 ELA (8)*** ❑ **Your students' composite score** ❑ **Pre/post Assessments (20% gain)** ❑ **Course/Period_____** ❑ **IXL Reading** ❑ **Your students** ❑ **Student Learning Objective** ❑ **Selected students**	❑ **Pre/post Assessments (20% gain)** ❑ **Course/Period_____** ❑ **Star Reading (Fall to Spring)** ❑ **Your students' composite score** ❑ **Star Math (Fall to Spring)** ❑ **Your students' composite score** ❑ **Student Learning Objective** ❑ **Selected students** ❑ **IXL Math** ❑ **Your students**

Teacher Name _____ Grade Level _____

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____

High School 20__-20__ School Year

Directions for teachers in all subject areas 9th-12th.

- **For your 1st measure of student growth, you may select any of the other options in column A. Please check the box that corresponds with your choice.**
- **For your 2nd measure of student growth, you may select any of the other options in column B. Please check the box that corresponds with your choice.**

Directions for teachers of Electives

- **Electives: Must use a pre/post assessment or SLO for one measure.**

A. 1st Measure of Student Growth (10%)	B. 2nd Measure of Student Growth (10%)
❑ M-STEP Social Studies (50% reach benchmark) ❑ Your students ❑ Building Score ❑ M-STEP Science (40% reach benchmark) ❑ Your students ❑ Building Score ❑ PSAT 9/10 ❑ Your students ❑ Grade Level Score ❑ Building Score ❑ SAT Math or ELA ❑ Your students ❑ Grade Level Score ❑ Building Score ❑ Pre/Post Assessments (20% gain) ❑ Course/Period_____ ❑ IXL Reading (Grade 9 or 10 only) ❑ Your students ❑ Grade Level Score ❑ IXL(Algebra/Geometry only) ❑ Your students ❑ Grade Level Score ❑ Course Level Score ❑ Student Learning Objective ❑ Class Level ❑ Selected Students	❑ PSAT 9/10 ❑ Your students ❑ Grade Level Score ❑ Building Score ❑ SAT MATH or ELA ❑ Your students ❑ Grade Level Score ❑ Building Score ❑ Pre/Post Assessments (20% gain) ❑ Course/Period_____ ❑ IXL Reading (Grade 9 & 10) ❑ Your students ❑ Grade Level Score ❑ IXL Math (Algebra/Geometry only) ❑ Your students ❑ Grade Level Score ❑ Course Level Score ❑ Student Learning Objective ❑ Class Level ❑ Selected Students ❑ IXL Science/Social Studies ❑ Your students ❑ Grade Level Score ❑ Course Level Score

Teacher Name _____ Grade Level _____

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____

RATIFICATION PAGE

UBLY BOARD OF EDUCATION	UBLY EDUCATION ASSOCIATION/ TRI-COUNTY BARGAINING ASSOCIATION
_____ Chief Negotiator	_____ Chief Negotiator
_____ Team Member	_____ TCBA Negotiator
_____ Team Member	_____ Team Member
_____ Team Member	_____ Team Member
_____ Team Member	_____ Team Member
_____ Team Member	_____ Team Member
_____ Team Member	_____ Team Member
_____ Date of Signatures	_____ Date of Signatures