

Union City Community Schools

“Striving For Excellence in Everything We Do”

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

Board of Education Agenda

Monthly Board Meeting	High School Media Center
Monday, June 20, 2022	6:30 PM

I. **Call to Order**

a. **Pledge of Allegiance**

b. **Opening Statement**

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision-making process. There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda. If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

II. **Addition or Deletion of Items to the Agenda**

III. **Consent Agenda**

a. **Approval of Minutes**

1. Regular Meeting 5/16/22
2. Closed Session 5/16/22

b. **Maternity Leave**

Kenisha Schley is requesting maternity leave from approximately September 30, 2022 and return on January 9, 2023.

c. **Resignation**

Abby Miller, High School English Teacher, has submitted her resignation effective immediately.

IV. **Correspondence**

V. **Comments From the Audience on Agenda Items**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about the agenda items. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak.

This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

VI. **Bookworms Presentation**

Elementary teachers will present information on the English/Language Arts curriculum.

VII. **Action Items**

a. **Financials**

Board action is required to approve the financials for the month ending May 31, 2022.

b. **Millage Levy Resolution**

Board action is required to approve the 2022 Tax Millage Rate Request Report to County Board of Commissioners (L-4029). This report requests levying the allowable portion of the 18.000 mills on non-homestead and non-qualified agricultural property (currently 17.7252 mills) on December 1, 2022; and, that on all district properties, an amount not to exceed the allowable portion of the 4.5 mills authorized by the voters for Sinking Fund Millages (currently 3.982 mills) on December 1, 2022.

c. **Retirement**

Board action is required to accept the retirement of Cher Troup. Cher has been both a paraprofessional and a behavior interventionist in her 13 years with the district.

d. **Hiring of Night Custodians**

Board action is required to hire Thomas Olmsted at the elementary, Larkin Mongan at the middle school and James Clark at the high school as the night custodian for each building.

e. **Hiring of Elementary Classroom Teachers**

Board action is required to approve the hiring of Elizabeth Sturm for 1st grade at the elementary; and Betty Culp as Science/Academic Interventionist teacher at the elementary.

f. **Hiring of Middle School/High School Band Position**

Board action is required to hire Laura Bandlow as the middle and high school band teacher.

g. **NEOLA**

Second reading and board action on Volume 36 No. 2 of NEOLA policies/guidelines/bylaws.

h. **Michigan High School Athletic Association (MHSAA) Resolution**

Board action is required to approve the participation in MHSAA for 2022-23 school year.

i. **School of Choice Resolution**

Board action is required to approve participation in School of Choice (105 and 105C) for the 2022-23 school year.

j. **Group Contracts**

Board action is required to approve the renewal and changes in the contracts for bus drivers, food service, paraprofessionals and secretaries as presented.

k. **Individual Contracts**

Board action is required to approve the renewal and changes in the individual contracts for the following employees as presented.

Alan Cross, High School Maintenance Custodian
Amber Case, High School Principal
Amber Miller, Middle School Behavior Support Specialist
Andrew Hemker, Assistant Maintenance Supervisor
Ashley Simpson, Middle School Behavior Interventionist
Deborah Frey, Transportation Supervisor
Deborah McDowell, Food Service Director
Grant Hutchins, Technology Services Manager

James Clark, High School Custodian
James Owens, Director of Behavior Supports
Jamie Thomas, Middle School Principal
Jennifer Johnson, Elementary Principal
Kelly AcMoody, Administrative Assistant
Kenisha Schley, Academic Interventionist
Keo Sok, Middle School Maintenance Custodian
Larkin Mongan, Middle School Custodian
Lorraine Cross, Assistant Business Manager
Patrick McKerr, Director of Instruction
Samantha Fick, Permanent Substitute Teacher
Sara Leson, Business Manager
Scott Schrader, Elementary Maintenance Custodian
Spencer Kever, Maintenance Supervisor
Thomas Olmsted, Elementary Custodian

1. **Milk Bids**

Board action is required to approve the bid from Cedar Crest Dairy for 2022-23 milk and dairy products as presented. Food Service Director, Deb McDowell, recommends Cedar Crest as they offer skim milk and the students seem to prefer Cedar Crest milk.

VIII. **Discussion Items**

a. **Construction Projects**

Board discussion regarding construction project updates from Superintendent Katz.

b. **Staff Changes for 2022-23**

IX. **Information Item**

a. **Enhanced Connectivity Fund (ECF) Grant**

We have received \$260,000 in grant monies that will be used to purchase student devices at the high school and middle school in 2023.

X. **Public Comment**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

XI. **Board Roundtable**

XII. **Adjournment**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items five (V) and ten (X).

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible.

Monthly Board Meeting
Monday, May 16, 2022 6:30 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order

President Amber Herman called the meeting to order at 6:30 p.m.

Paula DeJongh:	Absent
Amber Herman:	Present
Darin LaBar:	Present – Arrived at 6:33 p.m.
Dave Mathis:	Present
Archie Mears:	Present
Kyle Miller:	Present
Jennifer Searls:	Absent

Pledge of Allegiance

Opening Statement

Addition or Deletion of items to the Agenda - None

Consent Agenda

The Board of Education approves the consent agenda as presented. This motion, made by Kyle Miller and seconded by Archie Mears, Carried.

Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea

Yea: 4, Nay: 0

Approval of Minutes

III.a.1. Regular Meeting 4/18/22

III.a.2. Closed Session 4/18/22

Resignation

Correspondence - None

Darin LaBar arrived at 6:33 p.m.

Comments From the Audience on Agenda Items

Mike Eyre, UCEA President

Public Comments Statement

Action Items

Financials

The Board of Education approves the financials for the month ending April 30, 2022 as presented. This motion, made by Dave Mathis and seconded by Archie Mears Carried.
Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,
Yea: 5, Nay: 0

Retirement

The Board of Education accepts the retirement of Anne Swain, elementary teacher. This motion, made by Darin LaBar and seconded by Kyle Miller Carried.
Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,
Yea: 5, Nay: 0

Retirement

The Board of Education accepts the retirement of Caroline Hicks, elementary paraprofessional. This motion, made by Darin LaBar and seconded by Kyle Miller Carried.
Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,
Yea: 5, Nay: 0

2022-2023 CISD Budget Resolution

The Board of Education approves the 2022-2023 CISD Budget as presented. This motion, made by Darin LaBar and seconded by Dave Mathis Carried.
Kyle Miller: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Amber Herman: Yea
Yea: 5, Nay: 0

UCEA-MEA Contract

The Board of Education approves the renewal and changes in the UCEA-MEA contract as presented. This motion, made by Darin LaBar and seconded by Kyle Miller Carried.
Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,
Yea: 5, Nay: 0

Discussion Items

NEOLA

First reading of Volume 36 No. 2 of NEOLA policies/guidelines/bylaws. Second reading and action will be taken at the June meeting.

Construction Projects Update

Chris updated the board on the construction projects. There may be a special meeting in early June to approve bids.

ESSER III Fund Plan

Chris presented information on the plan for ESSER III fund spending.

Information Items

Safety Grant

15-Year Facility Plan

Upcoming Events

High School Graduation - May 29 at 2 p.m. in the Field House (please RSVP to Amber Case)

Charger Academy Graduation - June 4 at 11 a.m. at All Things Serenity (Please RSVP to Amber Case)

End of Year Celebration - June 1 at 3:30 p.m. in the Field House

Board Candidate Petition Deadline

Public Comment

Scott Cayo, high school teacher

Public Comments Statement

Board Roundtable

LaBar, Miller, Mathis, Herman

Closed Session

The Board of Education adjourns to closed session for the purpose of discussing collective bargaining strategy per Section 8(c) of the Open Meetings Act. This motion, made by Archie Mears and seconded by Kyle Miller Carried.

Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,

Yea: 5, Nay: 0

President Amber Herman adjourned to closed session at 7:24 p.m.

Darin LaBar left the meeting prior to returning to open session.

The Board of Education returns to open session. This motion, made by Archie Mears and seconded by Kyle Miller Carried.

Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,
Yea: 4, Nay: 0

Adjournment

The Board of Education adjourns the regular meeting. This motion, made by Kyle Miller and seconded by Archie Mears Carried.

Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea,
Yea: 4, Nay: 0

President Amber Herman adjourned the meeting at 8:14 p.m.

Kyle Miller
Secretary

Kelly AcMoody
Recording Secretary

Union City Community School

430 St Joseph St

Union City, MI 49094

Kenisha Schley

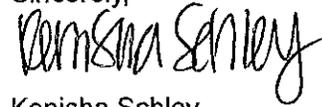
11975 M 60 E

Burlington, MI 49029

To whom it may concern,

This letter is to notify you that I wish to take maternity leave during the 2022-2023 school year. I anticipate beginning maternity leave on September 30th 2022, but this is subject to change due to unforeseen circumstances. I plan to take twelve weeks leave per FMLA after the birth of the baby, and my anticipated return date is 01/09/2023.

Sincerely,



Kenisha Schley

Union City Middle School

Academic Interventionist

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2022			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2021		
Current Year			Prior Year		
Balance as of 4/30/2022			Balance as of 4/30/2021		
General Fund Cash Accounts	943,464		General Fund Cash Accounts	3,191,595	
Food Service Checking Accounts	67,638		Food Service Checking Accounts	41,933	
Trust & Agency Checking Accounts***	106,629		Trust & Agency Checking Accounts***	107,362	
SF Cash	523,259		SF Cash	382,809	
SF DS Cash 2013	2,533		SF DS Cash 2013	2,532	
SF DS Cash 2016	271		SF DS Cash 2016	305.45	
Total Cash On Hand	\$1,643,794		Total Cash On Hand	3,726,536	
Current Month Activities			Prior Year-Current Month Activities		
		YTD Activities			
General Fund Revenue	1,046,587	11,541,152	General Fund Revenue	1,043,776	
Food Service Revenue	4,425	378,582	Food Service Revenue	5,021	
Trust & Agency Revenue	43,069	92,694	Trust & Agency Revenue	3,844	
SF Revenue	44	530,260	SF Revenue	32.51	
SF DS Revenue 2013	0	0	SF DS Revenue 2013	0.02	
SF DS Revenue 2016	1	5,074	SF DS Revenue 2016	0	
Total Revenue	\$1,094,126	12,547,762	Total Revenue	1,052,674	
General Fund Expenses	930,062	10,214,464	General Fund Expenses	724,354	
Net Payroll	334,406	3,560,894	Net Payroll	302,840	
Food Service Expenses	36,838	366,266	Food Service Expenses	13,328	
Trust & Agency Expenses	38,562	88,241	Trust & Agency Expenses	8,682	
SF Expenses	10,270	616,704	SF Expenses	0.00	
SF DS Expenses 2013	-	-	SF DS Expenses 2013	-	
SF DS Expenses 2016	5	-	SF DS Expenses 2016	-	
Total Expenses	\$1,350,142	14,846,570	Total Expenses	1,049,204	
Balance as of 5/31/2022			Balance as of 5/30/2021		
General Fund Cash Accounts	725,583		General Fund Cash Accounts	3,208,176	
Food Service Checking Accounts	35,225		Food Service Checking Accounts	33,626	
Trust & Agency Checking Accounts***	111,137		Trust & Agency Checking Accounts***	102,524	
SF Cash	513,033		SF Cash	382,841	
SF DS Cash 2013	2,533		SF DS Cash 2013	2,532	
SF DS Cash 2016	268		SF DS Cash 2016	305.45	
Total Cash On Hand	\$1,387,778		Total Cash On Hand	3,730,005	

FOOD SERVICE-May

Union City Community Schools

School Service Fund

Combined Statement of Revenue and Expenditures Compared to Budget

For The Peroid Ending

May 31, 2022

	FOOD SERVICE			
	<u>Actual</u>	<u>Proposed Budget</u>	<u>Variance</u>	<u>% of Budget</u>
<u>REVENUE:</u>				
Local Sources	26,533	\$ 10,538	(\$15,995)	18%
State Sources	13,730	15,034	1,304	0.00%
Federal Sources	489,388	469,000	(20,388)	0.00%
INCOMING TRANSFERS	12,891	0	(12,891)	
TOTAL REVENUE	542,542	494,572	(\$47,970)	
<u>EXPENDITURES:</u>				
Salaries	144,150	122,969	21,181	117.22%
Employee Benefits	88,638	72,181	16,457	122.80%
Purchased Services	44,156	28,423	15,733	155.35%
Supplies & Materials	291,815	263,107	28,708	110.91%
Capital Outlay	27,594	3,500	24,094	788.39%
Other Expense	798	3,338	(2,540)	23.89%
Other Transactions	0	32,882	(32,882)	0.00%
TOTAL EXPENDITURES	597,150	526,400	70,750	0.00%
OUTGOING TRANSFERS				
TOTAL EXPENDITURES	597,150	526,400	70,750	0.00%
EXCESS REVENUE (EXPENDITURES)	(54,608)	(31,828)		
BEGINNING FUND BALANCE	276,977	276,977		
ENDING FUND BALANCE	\$222,369	\$245,149		

Union City Community Schools
 General Fund Statement of Revenue and Expenditure Compared to Budget
 For Period Ending May 31, 2022

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET
REVENUE				
Local Sources	1,168,564	\$ 1,269,468	(100,904)	92.05%
State Sources	6,797,398	9,218,396	(2,420,998)	73.74%
Federal Sources	183,974	1,074,892	(890,919)	17.12%
Other Financing Sources	554,824	525,000	29,824	105.68%
		32,000		
TOTAL REVENUE	8,704,759	12,119,756	(3,382,997)	
EXPENDITURES				
INSTRUCTION				
Basic Program	4,995,539	5,815,554	820,015	85.90%
Added Needs	1,433,043	1,707,151	274,107	83.94%
Total Instruction	6,428,583	7,522,705	1,094,122	
SUPPORT SERVICE EXPENSE				
Pupil	519,076	629,895	110,819	82.41%
Improvement Instructional Staff	149,136	104,677	(44,459)	142.47%
General Administration	360,236	399,508	39,271	90.17%
School Administration	601,161	660,855	59,694	90.97%
Fiscal Services	257,490	300,922	43,432	85.57%
Operation & Maintenance	1,138,455	1,244,444	105,989	91.48%
Transportation	793,919	622,879	(171,040)	127.46%
Central Support	203,143	176,539	(26,605)	115.07%
Athletics	405,106	439,574	34,469	92.16%
Community Services	3,843	3,706	(137)	103.69%
Payments to Other Govt Units	1,968		(1,968)	0.00%
Site Improvement Services	0		0	0.00%
Prior Period Adjustments	0		0	0.00%
Debt Service	61,807	61,807	0	0.00%
Fund Modification to Food Service		0	0	0.00%
Total Support Services	4,495,341	4,644,806	143,706	
TOTAL EXPENDITURES	10,923,924	12,167,511	1,237,828	
EXCESS REVENUE (EXPENDITURES)	(\$2,219,165)	(\$47,755)		
Non-spendable (inventory)	10,410	10,410		
Assigned (Capital Expenditures)	75,000	75,000		
Unassigned (Undesignated)	2,034,000	2,034,000		
BEGINNING FUND BALANCE	2,119,410	2,119,410		
ENDING FUND BALANCE	(\$99,755)	\$2,071,655		

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2022			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2021		
Current Year			Prior Year		
Balance as of 4/30/2022			Balance as of 4/30/2021		
General Fund Cash Accounts	943,464		General Fund Cash Accounts	3,191,595	
Food Service Checking Accounts	67,638		Food Service Checking Accounts	41,933	
Trust & Agency Checking Accounts***	106,629		Trust & Agency Checking Accounts***	107,362	
SF Cash	523,259		SF Cash	382,809	
SF DS Cash 2013	2,533		SF DS Cash 2013	2,532	
SF DS Cash 2016	271		SF DS Cash 2016	305.45	
Total Cash On Hand	\$1,643,794		Total Cash On Hand	3,726,536	
Current Month Activities			Prior Year-Current Month Activities		
		YTD Activities			
General Fund Revenue	1,046,587	11,541,152	General Fund Revenue	1,043,776	
Food Service Revenue	4,425	378,582	Food Service Revenue	5,021	
Trust & Agency Revenue	43,069	92,694	Trust & Agency Revenue	3,844	
SF Revenue	44	530,260	SF Revenue	32.51	
SF DS Revenue 2013	0	0	SF DS Revenue 2013	0.02	
SF DS Revenue 2016	1	5,074	SF DS Revenue 2016	0	
Total Revenue	\$1,094,126	12,547,762	Total Revenue	1,052,674	
General Fund Expenses	930,062	10,214,464	General Fund Expenses	724,354	
Net Payroll	334,406	3,560,894	Net Payroll	302,840	
Food Service Expenses	36,838	366,266	Food Service Expenses	13,328	
Trust & Agency Expenses	38,562	88,241	Trust & Agency Expenses	8,682	
SF Expenses	10,270	616,704	SF Expenses	0.00	
SF DS Expenses 2013	-	-	SF DS Expenses 2013	-	
SF DS Expenses 2016	5	-	SF DS Expenses 2016	-	
Total Expenses	\$1,350,142	14,846,570	Total Expenses	1,049,204	
Balance as of 5/31/2022			Balance as of 5/30/2021		
General Fund Cash Accounts	725,583		General Fund Cash Accounts	3,208,176	
Food Service Checking Accounts	35,225		Food Service Checking Accounts	33,626	
Trust & Agency Checking Accounts***	111,137		Trust & Agency Checking Accounts***	102,524	
SF Cash	513,033		SF Cash	382,841	
SF DS Cash 2013	2,533		SF DS Cash 2013	2,532	
SF DS Cash 2016	268		SF DS Cash 2016	305.45	
Total Cash On Hand	\$1,387,778		Total Cash On Hand	3,730,005	

ORIGINAL TO: County Clerk(s)
 COPY TO: Equalization Department(s)
 COPY TO: Each Township or City Clerk

2022 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2022.)
 MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

Carefully read the instructions on page 2.

County: **CALHOUN** 2022 Taxable Value of All Properties: **192,471,928**

Local Government Unit: **UNION CITY SCHOOLS**

For LOCAL School Districts: Current Year Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. **59,374,418**

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2021 Millage Rate Permanently Reduced by MCL 211.34d	2022 Current Year Millage Reduction Fraction	2022 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Truth in Assessing or Equalization Rollback Fraction	Maximum Allowable Millage Rate*	Requested to be Levied July 1	Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Voted	Oper Non-Hm	8/3/2021	17.7252	17.7252	1.0000	17.7252	1.0000	17.7252	17.7252	17.7252	12/31/2031

MCL 380.1212	BUILDING & SITE SF	5/8/2018	1.0000	0.9964	0.9964	0.9928	1.0000	0.9928	0.9928	0.9928	12/31/2024
MCL 380.1212	BUILDING & SITE SF	8/3/2021	3.0000	3.0000	0.9964	2.9892	1.0000	2.9892	2.9892	2.9892	12/31/2031

Prepared by: **Tom Scott** Telephone Number: **(269) 781-0747** Title of Preparer: **Deputy Equalization Director** Date: **May 2, 2022**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3)

Clerk Signature: **Kyle Miller** Date: _____

Chairperson Signature: **Amber Herman** Date: _____

**Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

**** IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).**

Rate	Total School District Operating Rates to be levied (H/H/Supp and NH Oper ONLY)	For Principal Residence, Qualified Ag. Qualified Forest and Industrial Personal	For Commercial Personal	For All Other
0.0000			5.7252	17.7252

May 27, 2022

To Whom It May Concern,

I would like to inform you that June 30th will be my last day. I will retire from Union City Schools on that date.

Thank you for allowing me to make a difference in the lives of the children here for the past 20 years. It has been a pleasure to have been part of the school community here. I will truly miss the students and staff.

A handwritten signature in black ink, appearing to read "Cher Troup". The signature is fluid and cursive, with a large loop at the end.

Cher Troup
Behavior Interventionist
UC Elementary School



Book	Policy Manual
Section	Board Review 36.2
Title	Vol. 36, No. 2 - February 2022 New STAFF DRESS AND GROOMING
Code	po1616
Status	

1616 - **STAFF DRESS AND GROOMING**

The Board of Education believes that administrators set an example in dress and grooming for their students to follow. An administrator who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

The Board retains the authority to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. When assigned to District duty, all professional staff members shall:

- A. be physically clean, neat, and well-groomed;
- B. dress in a manner consistent with their professional responsibilities;
- C. dress in a manner that communicates to students a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that their hairstyle or dress does not disrupt the educational process nor cause a health or safety hazard.

The Board recognizes employees' right to dress in accordance with their gender identity, within the constraints of the preceding dress and grooming guidelines.

© Neola 2022



Book	Policy Manual
Section	Board Review 36.2
Title	Copy of STAFF DRESS AND GROOMING
Code	po3216
Status	
Adopted	December 15, 1997

3216 - **STAFF DRESS AND GROOMING**

The Board of Education believes that professional staff members set an example in dress and grooming for their students to follow. A professional staff member who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

The Board retains the authority to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. When assigned to District duty, all professional staff members shall:

- A. be physically clean, neat, and well groomed;
- B. dress in a manner consistent with their professional responsibilities;
- C. dress in a manner that communicates to students a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

[] The Board recognizes employees' right to dress in accordance with their gender identity, within the constraints of the preceding dress and grooming guidelines.

© Neola ~~1995~~2022



Book	Policy Manual
Section	Board Review 36.2
Title	Copy of SUPPORT STAFF DRESS AND GROOMING
Code	po4216
Status	
Adopted	December 15, 1997

4216 - **SUPPORT STAFF DRESS AND GROOMING**

The Board of Education believes that support staff members are an important and integral part of the District. Also, since the support staff is highly-visible staff to the students, the professional staff, and the public, the Board believes the support staff should at all times be well dressed and groomed. Support staff members who understand this precept and adhere to it enlarge the importance of their task, present an image of dignity, and encourage respect.

The Board retains the authority to specify the following dress and grooming guidelines for support staff. When assigned to District duty, all support staff members shall:

- A. be physically clean, neat, and well groomed;
- B. dress in a manner consistent with their support responsibilities;
- C. dress in a manner that communicates to others a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that their dress or hair style does not disrupt the educational process or cause a health or safety hazard.

[] The Board recognizes employees' right to dress in accordance with their gender identity, within the constraints of the preceding dress and grooming guidelines.

© Neola ~~2009~~2022



Book	Policy Manual
Section	Board Review 36.2
Title	Copy of DRESS AND GROOMING
Code	po5511
Status	
Adopted	December 15, 1997

5511 - **DRESS AND GROOMING**

The Board of Education recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance, except when their choices interfere with the educational program of the schools. **() Students have the right to dress in accordance with their gender identity, within the constraints of the dress code promulgated by the school.**

Accordingly, the Superintendent shall establish such grooming guidelines as are necessary to promote discipline, maintain order, secure the safety of students, and provide a healthy environment conducive to academic purposes. Such guidelines shall prohibit student dress or grooming practices which:

- A. present a hazard to the health or safety of the student ~~himself/herself~~ or to others in the school;
- B. interfere with school work, create disorder, or disrupt the educational program;
- C. cause excessive wear or damage to school property;
- D. prevent the student from achieving ~~his/her own~~ educational objectives because of blocked vision or restricted movement.

Such guidelines shall establish the dress requirements for members of the athletic teams, bands, and other school groups when representing the District at a public event.

The Superintendent shall develop administrative guidelines to implement this policy which:

- A. designate the principal as the arbiter of student dress and grooming **at the building level. ~~in his/her building;~~**
- B. may specify prescribed dress and grooming practices, but may not amplify the rationale for prohibition established by Board policy;
- C. ensure that all administrative guidelines impose only minimum and necessary restrictions on the exercise of the student's taste and individuality.
- D. **() direct staff to enforce the school's dress code in a nondiscriminatory and uniform manner, including without regard to whether a student is transgender or gender nonconforming.**

Students who violate the foregoing rules will not be admitted to class and may be suspended from school.

© Neola ~~2009~~2022



Book	Policy Manual
Section	Board Review 36.2
Title	Copy of GRANT FUNDS
Code	po6110
Status	
Legal	34 C.F.R. 75.707, 76.563, 76.565, 76.707 2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307 2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e) Compliance Supplement for Single Audits of State and Local Governments 20 U.S.C. 7906
Adopted	December 15, 1997
Last Revised	August 15, 2016

6110 - **GRANT FUNDS**

It is the objective of the Board of Education to provide equal educational opportunities for all students within the District. Government agencies, as well as foundations, businesses, and individuals, periodically offer both human and material resources to the District that would benefit students and the educational program. Therefore, it is the intent of the Board to consider grant proposals and applications for their potential to enhance educational opportunities, the educational environment, and the physical and mental growth for each student.

The Superintendent shall review new Federal education legislation and prepare proposals for programs s/he deems would be of aid to the students of this District. The Superintendent shall approve each such proposal prior to its submission, and the Board shall approve all grants resulting from such proposals.

The Board regards available Federal funds of aid to local school districts and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accordance with Federal regulations and guidelines.

No Federal funds received by the District shall be used (1) to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; (2) to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; (3) to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or (4) to operate a program of contraceptive distribution in schools.

Grant Proposal Development

- A. All grant proposals must support at least one (1) District goal or priority.
- B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

Grant Proposal Internal Review

Each grant proposal shall be reviewed and approved by the Superintendent prior to submission to the funding source.

Grant Administration

- A. The administration of grants will adhere to all applicable Federal, State, local and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as District policies and administrative guidelines.
- B. The Superintendent is responsible for the efficient and effective administration of grant awards through the application of sound management practices.
- C. The Superintendent is responsible for administering grant funds in a manner consistent with underlying agreements, applicable statutes, regulations and objectives, and the terms and conditions of the grant award.
- D. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.
- E. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. The Superintendent shall require that each draw of Federal monies be aligned with the District's payment process (whether reimbursement, cash advance or a combination). If funds are permitted to be drawn in advance, all draws will be as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

Financial Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative guidelines.

The District shall provide for the following:

- A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance ("CFDA") title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.
- B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.
- C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Further, the District must:

1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
2. comply with Federal statutes, regulations and the terms and conditions of the Federal award;
3. evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of the Federal award;
4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Comparison of expenditures with budget amounts for each Federal award.

F. Recordkeeping and written procedures to the extent required by Federal, State, local and grantor rules and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:

1. cash management
2. allowability
3. conflict of interest
4. procurement
5. equipment management
6. conducting technical evaluations of proposals and selecting recipients
7. compensation and fringe benefits
8. travel

G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass through agency in accordance with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

Program Income

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the

sale of real property, equipment or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

Revised 11/18/02

Revised 11/20/06

Revised 12/17/12

Revised 1/18/16

© Neola ~~2016~~2022



Book	Policy Manual
Section	Board Review 36.2
Title	Copy of COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	
Legal	2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b) (2), 200.458 2 C.F.R. 200.474(b) 34 C.F.R. 76.707-.708(a), 75.703
Adopted	August 15, 2016
Last Revised	December 13, 2021

6114 - **COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and

5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;
3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award. **, including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment.**
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
 1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;

2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods, unless waived.

Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.
- D. **All Federally-funded contracts in excess of \$2,000 related to construction, alterations, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.**
- E. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.
- F. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A-C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- G. If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional

service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Michigan Department of Education (MDE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Equipment and other capital expenditures are unallowable as indirect costs.

Timely Obligation of Funds

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education ("USDOE") regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.

- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.
- G. Rental of property - when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary (USDOE) under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

Period of Performance

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., MDE) to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

Revised 3/21/21

2 C.F.R. 200.216

© Neola ~~2021~~2022



Book	Policy Manual
Section	Board Review 36.2
Title	Copy of PROCUREMENT – FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Legal	2 C.F.R. 200.317 - .326
Adopted	August 15, 2016
Last Revised	June 17, 2019

6325 - **PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive contracts to consultants that are on retainer contracts;
- D. organizational conflicts of interest;
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- F. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list yearly.

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

- A. Micro-purchases

Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this

method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$23,881. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

C. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E that firms are a potential source to perform the proposed effort.

D. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in

the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Revised 3/18/19

© Neola ~~2021~~2022



2022-23

1661 Ramblewood Drive
East Lansing, MI 48823
(517) 332-5046

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

MEMBERSHIP RESOLUTION

For the year August 1, 2022 — through July 31, 2023

LIST ON BACK

_____ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2022-23 must be listed on the back of this form)

Union City _____ City/Township of Union _____

County of Branch/Calhoun _____, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2022 and shall remain effective until July 31, 2023, during which the authorization may not be revoked.

RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

Union City Community _____ School(s), on the 20th day of June _____, 2022, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

Union City Community Schools _____

430 St. Joseph Street _____

Union City, 49094 _____

(City & Zip Code)

kacmoody@unioncityschools.org _____

(Contact E-mail)

Board Secretary Signature
or Designee

Check if Designee

Schools Which Are To Be MHSAA Members During 2022-23

NOTE: Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. Union City High School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

If necessary, list additional schools for either column on a separate sheet.

Name the Member Junior High /Middle School(s)

(member 6th, 7th and 8th-grade buildings)

List separately from HS even if all grades are housed in the same building.

1. Union City Middle School
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 5-8
 Provide anticipated 2022-23 7th and 8th-grade enrollment _____
 Provide anticipated 2022-23 6th-grade enrollment _____
 1. **Yes** or **No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

2. _____
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2022-23 7th and 8th-grade enrollment _____
 Provide anticipated 2022-23 6th-grade enrollment _____
 1. **Yes** or **No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

3. _____
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2022-23 7th and 8th-grade enrollment _____
 Provide anticipated 2022-23 6th-grade enrollment _____
 1. **Yes** or **No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

**UNION CITY COMMUNITY SCHOOLS
SCHOOLS OF CHOICE RESOLUTION**

A special meeting of the Board of Education of the Union City Community School District, Branch and Calhoun Counties, Michigan, was held in the Union City High School Media Center in said district on the 20th day of June, 2022 at 6:30 p.m.

The meeting was called to order by Amber Herman, President.

Present: Members:

Absent: Members:

The following preamble and resolution was offered by Member _____ and supported by Member_____.

WHEREAS, in accordance with the provisions of Sections 105 and 105c of the State School Aid Act of 1979, as amended by Public Act 119 of 1999, schools may opt in or opt out of the schools of choice programs.

NOW, THEREFORE BE IT RESOLVED THAT:

The Union City Community School District certifies that it will participate and accept applications for enrollment by resident students within the Calhoun Intermediate School District for purposes of operating a schools of choice program for the first semester of the 2022-2023 school year;

further, that the Union City Community School District certifies that it will accept applications for enrollment by resident students of contiguous school districts located in another intermediate school district for purposes of operating a schools of choice program for the 2022-2023 school year;

further, that the Union City Community School District certifies that it will participate in the schools of choice program for the second semester of the 2022-2023 school year.

Ayes: Members:

Nays: Members:

Resolution declared _____.

Secretary, Union City Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the Union City Community School District, Branch and Calhoun Counties, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on the 20th day of June, 2022, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 , PA 267, as amended.

Secretary, Union City Board of Education

COLLECTIVE BARGAINING AGREEMENT
2022 - 2023

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter referred to as the “Board”) and the Union City Local Association of School Bus Drivers and Aides (hereinafter referred to as the “Association”);

WITNESSETH:

ARTICLE 1
PURPOSE AND RECOGNITION

SECTION ONE: PURPOSE

The general purpose of this Agreement is to promote and ensure harmonious relations, cooperation and understanding between the Board and the employees covered hereby and to set forth the terms and conditions of employment.

SECTION TWO: RECOGNITION

The Board, pursuant to the adoption of a Board of Education Resolution on June 19, 1991, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

SECTION THREE: EMPLOYEE DEFINED

The word “employee” as used herein shall include all regular bus drivers, excluding substitutes.

- A. Drivers must meet all of the legal requirements established by the State of Michigan and qualifications established by the Board.
- B. A new employee shall be on probationary status for the first 12 work weeks as a regular driver. If at any time prior to the completion of the probationary period, the employee’s work performance is unsatisfactory, he/she may be dismissed by the Board without appeal by the Association.

SECTION FOUR: LIMITATIONS

- A. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- C. This Agreement shall constitute an obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- D. Special Meetings between the Association and the Board or Superintendent may be called by mutual agreement for the purpose of discussing important matters. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

ARTICLE 2 BOARD RIGHTS

SECTION ONE: BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge, suspend, or demote an employee with cause.
- C. To assign and direct its personnel, determine the hours of work, establish start times, schedule all the foregoing, and to modify or change the assignment/direction/job descriptions as needed.
- D. To assign work and extra duties to employees, determine the size of the work force and to layoff and recall employees.
- E. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation.
- F. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

SECTION TWO: LIMITATIONS

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 3 ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities at reasonable hours to conduct meetings of the Association or to transact Association business provided this shall not interfere with

or interrupt normal operations. All use of District facilities shall be scheduled through the appropriate administrative personnel. Such use will be governed by policies adopted by the Board for the use of its facilities.

- B. A Drivers' Room shall be open for a total of six and one-half (6-1/2) hours during the normal work schedule of the drivers.
 - 1. This time shall be mutually agreed upon between the drivers and the Transportation Supervisor.

- C. The Association shall have the right to use District equipment such as copy machines, computer equipment, fax machines, phones or typewriters if operated by a qualified bargaining unit member so as not to interfere in any way with the normal operations of the school. The Association shall reimburse the District for any cost incurred and shall be responsible for the proper operation of all such equipment and shall be liable for any damages caused to said equipment.

- D. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use the internal mail delivery system of the Board without cost, and the Board shall provide mailboxes for all employees.
 - 1. No controversial material or anything derogatory to the Board or any employee shall be placed or be allowed to remain on the bulletin board.

- E. The Board agrees to furnish the Association, in response to reasonable requests, such public information as required by law, which may be available. The Board shall not have to compile any information that is not already in a format required by state or federal laws in regards to a report format. The Board agrees to supply the request in a timely manner. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available as determined by the Board.

- F. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the District shall be promptly reported to the Board.

- G. In the event a complaint or charge is made by another employee or any person or group not employed by the District against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- H. The employees may be represented by a two (2) or three (3) person “Executive Committee”
 - 1. The committee is authorized to act on behalf of the employees to administer the provisions of this Agreement.
- I. Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after this Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the District.

ARTICLE 4 EMPLOYEE CONDUCT AND DISCIPLINE

- A. No non-probationary bargaining unit member shall be disciplined without cause. The term “discipline” as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed, provided, however, that during the probationary period, as set forth in Article 1, Section Three, Clause B, a probationary employee may be discharged by the Board for any reason deemed in the best interest of the District. The Board retains the sole discretion to this right.
- B. Any employee involved in an accident, issued a traffic violation, or reported driving in an unsafe manner as determined by the Board may be subject to disciplinary action up to and including discharge with loss of all benefits, rights, and privileges under this Agreement.
 - 1. The action of the Board shall be dependent upon the seriousness of the incident and/or the frequency of the incidents.

- C. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting that will or may lead to disciplinary action by the Board.
 - 1. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised by the Board of the right to representation under this provision of this Agreement prior to the scheduled meeting.
 - 2. When a request for such representation is made, no action (except as stated in Clause 3 below) shall be taken with respect to the employee until such representative of the Association is present.
 - 3. Immediate disciplinary action without union representation, may be taken by the Board, if the alleged offense is of a very serious nature.
 - a. Such immediate disciplinary action must be followed by a subsequent meeting where representation shall be available to the member upon request.
- D. The normal disciplinary procedure shall consist of the following, however nothing in this Agreement shall preclude the administration, in its sole discretion, from moving to any advanced step depending upon the seriousness of the offense:
 - 1. verbal
 - 2. written
 - 3. suspension - with or without pay
 - 4. discharge
- E. In the case of the dismissal, demotion, discharge or suspension of a bargaining unit member the Association and member shall be given written notification of the action taken by the Board and the reasons for the discipline as soon as reasonably possible. Causes which shall be deemed sufficient for disciplinary action include, but are not limited to the following:
 - 1. Unauthorized or excessive absence from work;
 - 2. Commitment or conviction of any criminal infraction of law depending upon the seriousness of the offense or the frequency of the offenses;

3. Inappropriate or immoral conduct involving students or staff;
 4. Insubordination;
 5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or illegal drugs of any kind in any degree whatsoever;
 6. Willful violation of any provision of this Agreement;
 7. Negligence or willful damage to school property or misappropriation of school supplies or equipment;
 8. Deliberate falsification of any records or reports; or
 9. Not performing job duties in a satisfactory manner.
- F. No suspension shall be effective for a period of more than twenty (20) workdays without the prior approval of the Board.
- G. Employees covered by this Agreement shall voluntarily submit to random or scheduled drug and alcohol testing. The cost of this testing shall be paid by the Board. If an employee tests positive for alcohol, they must immediately request and receive a blood or urine test. Failure to request or immediately receive this test or testing positive will be cause for immediate discharge. If an employee tests positive for any illegal drug they will immediately be placed on unpaid leave for one week. The employee must be retested during the week of unpaid leave and submit documented evidence of a negative drug test before they will be allowed to return to work. The cost of additional testing shall be at the expense of the employee. If the employee tests negative for any illegal drug, they will be reimbursed for the test and unpaid leave time at their regular rate of pay. The returning employee as a condition of continuing their employment with the District may be subject to more frequent drug/alcohol testing as well as a written contract with the Board defining further employee requirements. Any employee who tests positive for an illegal drug or alcohol shall be referred to the appropriate legal authorities for an investigation. Employees who have tested positive for any illegal drug or alcohol shall be subject to disciplinary action up to and including immediate discharge. Failure to comply with this section or a second positive test shall be considered misconduct and reason for immediate discharge with loss of all benefits, rights and privileges under this Agreement.
- H. A bargaining unit member will have the right to review the contents of the official personnel records maintained in the

Superintendent's office pertaining to said bargaining unit member, originating after initial employment, and to have a representative of the Association accompany him/her in such review. The bargaining unit member must submit a written request to the Superintendent allowing for a reasonable time to comply. The Board shall have a representative at the records review at a mutually agreeable time.

ARTICLE 5 WORK SCHEDULE

SECTION ONE: WORK YEAR, WORKWEEK, AND WORKDAY

- A. The normal workday schedule for all employees shall be established by the Transportation Supervisor based on the Board's determination of the needs and resources of the District and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultations with the Association. However, if emergency situations arise, as determined by the Board, the Board has the sole discretion to reduce the number of hours without prior consultation with the Association.
- B. The employee's work year shall be scheduled by the Transportation Supervisor.
- C. The Transportation Supervisor shall post on the bulletin board a listing of routes by bus number and the time the Transportation Supervisor determines it takes to complete each regular and special education run.
 - 1. This shall be posted two weeks prior to the beginning of the regular school year.
- D. Time Cards/Trip papers
All time cards need to be filled out and in your mailbox by 5:00 PM on the designated Friday with the hours of your run and not your bus numbers. If this is not done, the driver will not be paid for this period. Trip papers need to be filled out and signed the night of the trip. If this is not done, the driver will not be paid for this trip. It is the driver's responsibility to fill them out.
- E. Keys/Busses

Keys need to be hung up in the Driver's Room after every run. If a driver has a Saturday trip you may take your keys home with you and your bus may be parked in garage if the bus mechanic does not have anything in there to work on.

F. Arrival time/Departure

Drivers are to be at the Garage not more than 30 minutes before their run. Departure time is not more than 15 minutes after your run is completed. Community Unlimited will be the only exception to this rule. Drivers may stay in the driver's room between these runs. The transportation supervisor may waive this in specific instances. Additional time is allowed to accommodate extra duties needed to fulfill our pandemic safety precautions.

G. Slips

It is the driver's responsibility to call parents if a student receives a "write up" on the bus.

SECTION TWO: BUS ROUTES

A. The Board shall have the right to establish, modify or eliminate bus routes.

B. Regular Routes:

1. A regularly scheduled morning and a regularly scheduled afternoon run involving regular pre K - 12 students.
2. A vocational education and/or Math/Science Center run involving a regularly scheduled route leaving from Union City and returning to Union City.
3. A regularly scheduled morning and/or a regularly scheduled afternoon run involving Preprimary Impaired (PPI) students.

C. Special Education Routes:

1. It is understood and agreed that special skills are required to successfully handle children involved in special education runs and that, accordingly, selection of drivers and aides for such runs shall be vested solely in the Board and not subject to established bidding procedures. Special skills;

a. Patience

- b. Attendance
 - c. Verbal Communication Skills
 - d. Ability to deal with biohazard situations daily
2. Employees interested in special education runs shall notify the Transportation Supervisor by the scheduled August bidding meeting.
- a. Letters of interest shall be renewable annually.

SECTION THREE: BUS ROUTE ASSIGNMENT

- A. At least five (5) days prior to the beginning of the school year and at least five (5) days prior to the beginning of the second semester, employees will be notified of any vacancies or considerable modifications in existing bus routes.
- B. Vacancies and considerable changes in existing bus routes will be posted, and a meeting of drivers will be held for the purpose of bidding on available routes.
- C. An employee may bid on a vacancy in accordance with established bidding procedures, and except as hereinafter provided, bidding shall be on the basis of seniority.
- D. If an assigned route is eliminated after the beginning of the work year, the driver affected may bump into the position held by the least senior employee until the end of the semester or school year, whichever shall occur first.
 - 1. If such employee run is a designated a special education run, the Board shall determine whether or not the driver affected possesses the special skills (Sec 2, Subsection 1) required.
- E. A vacancy occurring during a semester may be temporarily filled by a qualified substitute but the vacancy shall be posted in accordance with the provisions set forth in this section.
- F. If a route is reestablished after being eliminated, the driver previously on that run will be given first choice of the route if they are currently employed.
 - 1. If refused, the Transportation Supervisor may appoint from the letters of interest of the best-qualified applicants.

SECTION FOUR: EXTRA TRIPS

- A. Extra trips such as field trips and athletic trips are an important part of the total educational program of the District.
- B. All extra trips shall be posted at least five (5) work days in advance, except in cases of emergency.
 - 1. It is the driver's responsibility to check the posted list(s) and messages concerning their workday.
- C. Assignment of drivers to extra trips shall be based on seniority/rotation except as provided in Clause "H" below.
- D. If no driver shall elect to take the extra trip after the drivers have had two opportunities to bid on the available trip, the Transportation Supervisor may select from a pool of substitute drivers.
- E. Due to a possible shortness of time for the Transportation Supervisor to find a suitable driver for an emergency trip, the Transportation Supervisor has complete discretion on taking the first driver available from the emergency trip list (as immediately available).
- F. Drivers who accept an extra trip that interferes with their regular run shall receive their regular pay rate for that period of time they would be on their regular run.
- G. A driver may, with the approval of the Transportation Supervisor, trade a trip with another driver that already has a trip from that list.
- H. If an extra trip is canceled after it has been bid, the driver shall be at the top of the next bid list as well as in the proper rotation.
- I. Any "in city" trip shall be paid a minimum of one (1) hour and these trips shall be bid by rotation on a separate seniority/bid list.
- J. Drivers are responsible for routes traveled on extra trips and must check intended routes with the Transportation Supervisor prior to departure.

- K. Drivers shall be available at all times during extra trips and will remain at the site.
- L. If the driver cancels a trip, a note will be placed in the driver's file and infractions reflected on the driver's evaluation. On a second offense within a year's time, the driver shall lose thirty (30) days off of the rotation cycle. On a third offense, the driver will lose all privileges to sign up for extra trips for the remainder of the school year.
- M. The seniority list for bidding will restart on the Friday following the last day for students. This is for the purpose of bidding on summer trips. This will continue through the end of the next school year.

SECTION FIVE: SUBSTITUTING

- A. The regular runs are the main responsibilities of the drivers assigned to those runs.
- B. Substitute drivers will be first picked from the pool of qualified substitute drivers.
- C. When a substitute driver is not available, a driver from a regular run may be temporarily reassigned.
 - 1. Selection will be based upon the driver's seniority through a rotation cycle.

ARTICLE 6 SCHOOL CLOSURE/DISMISSAL

SECTION ONE: SCHOOL CLOSURE

- A. When school is closed due to inclement weather conditions or any other reason deemed necessary by the Board or its designee, the Board shall have the right to reschedule any days or hours lost for which the District is not permitted to count under Michigan statute and/or Department of Education administrative rules in effect at the time.

- B. When school is closed the employees will not report for work. The employees will be paid their regular rate of pay for the first three (3) days canceled due to adverse weather conditions.
- C. If there are more than three (4) snow days in a year, a driver may use one of their personal days in order to be paid on a snow day. With 5 years employment a driver will be paid for one additional snow day. With 10 years employment a driver will be paid for two additional snow days.
- D. In case of make-up (rescheduled) days with students beyond the days allowed by statutory provisions and/or administrative rules in effect at the time, all employees who are required to work on any such rescheduled days will be paid their regularly daily/hourly rate of pay for such days.

ARTICLE 7 GENERAL WORKING CONDITIONS

SECTION ONE: UNSAFE WORK

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. At the Board's discretion, employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.

- A. The Board agrees to furnish all necessary equipment to the driver in order for them to adequately maintain a clean and safe bus.
- B. Each employee shall be responsible for promptly reporting any defects in the bus assigned to such employee to the Transportation Supervisor or his/her designate on forms provided by the Board, a copy of which shall be given to the reporting employee.
 - 1. Any such report shall be made not later than the end of the employee's regular workday.
 - 2. The determination of whether or not a bus on which a report has been filed is in safe operating condition shall be made by the Transportation Supervisor.

- C. Each employee shall conduct a minimum of three (3) or the required number by the state, bus evacuation drills each school year.
- D. An employee involved in any accident shall immediately report the accident and any physical injury or property damage sustained.
 - 1. An employee shall complete an accident report on forms provided by the Board, including the names and addresses of witnesses to the accident.
 - a. Failure to promptly complete an accident report form may be cause for discipline.
 - 2. Any employee involved in an accident may be subject to a drug/alcohol test as stated in Article 4, Clause G of this Agreement.

SECTION TWO: FACILITIES

The Board shall provide for each school facility to the extent reasonably available:

- A. Parking facilities.
- B. Telephone facilities for work-related use only. Other phone calls of a personal nature will be charged to the employee.

ARTICLE 8 SENIORITY

SECTION ONE: GENERAL PROVISIONS

- A. Seniority shall be defined as length of continuous service in the bargaining unit commencing with the last date of hire. If two (2) or more employees have the same service entrance date, the employee with the lowest last four digits of the social security number shall be determined to be the most senior.
- B. All employees shall accrue seniority on a yearly basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to his/her first day of work as a regular driver.

- C. The Board shall maintain an up-to-date seniority list. The seniority list will be updated each school year and a copy provided to each bargaining unit member prior to the scheduled bidding date as set forth in Article 5, Section 3, Clause A. The seniority list, as provided by the Board, shall be conclusively deemed irrevocably to be accurate if no objection(s) is received within five (5) working days of their issuance.
- D. Seniority shall be lost in all positions if the employee;
 - 1. resigns or retires,
 - 2. is discharged,
 - 3. does not return to work when recalled from a layoff, or
 - 4. is absent for three (3) consecutive days without notifying the Transportation Supervisor, or fails to return from an authorized leave of absence on the agreed upon date, unless the Board and the employee shall otherwise expressly agree in writing.

ARTICLE 9 VACANCY AND RESIGNATION

SECTION ONE: VACANCY DEFINED

A vacancy shall be defined as a newly created position or a present position that is not filled and which the Board intends to fill. A vacancy does not pertain to the extension of hours/time an employee works in a particular position.

SECTION TWO: VACANCY POSTING

All vacancies shall be posted on the Driver's bulletin board for a period of ten (10) workdays.

- A. Qualifications in all instances in this Agreement shall be determined by the Board of Education or its designee.
- B. Interested bargaining unit members must apply in writing to the Transportation Supervisor or his/her designee within the ten (10) day posting period.

SECTION THREE: RESIGNATION

A bargaining unit member must give twenty (20) workdays notice of resignation. By mutual agreement this time period may be shortened.

ARTICLE 10
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

SECTION ONE: REDUCTION IN PERSONNEL

- A. The Board expressly retains the authority to effectuate a reduction in personnel whenever the Board shall, in its sole discretion, determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall, in its sole discretion, determine to have made such action necessary or advisable.
- B. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority.
 - 1. Probationary employees shall be laid off first.
 - 2. Seniority employees shall be laid off in reverse order of seniority.

SECTION TWO: LAYOFF

Whenever an employee is to be laid off, the Board shall notify the bargaining unit member and the Association President. Such notice shall have an effective layoff date of no less than twenty (20) working days from the date of notice if delivered during the school year.

SECTION THREE: RECALL

- A. Laid-off bargaining unit members shall be recalled in accordance with seniority. The bargaining unit member with the greatest seniority shall be recalled first provided they are qualified and are able to perform the duties of the job that is open.
- B. When recalling laid off bargaining unit members, the Board will notify them by certified mail at their last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If such bargaining unit member does not notify the Board within twenty (20) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the Superintendent, he/she will be considered as having quit and all seniority, rights and benefits under this

Agreement shall be terminated. The Board may fill the position on a temporary basis until the recalled employee can report for work.

- C. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION ONE: OBJECTIVE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement.

SECTION TWO: DEFINITION

- A. The term “grievance” shall mean; a claim or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
 - 1. The term “grievance” as defined above shall not apply to the discharge of a probationary employee.
 - 2. Unless specified otherwise, days are workdays not calendar days.

SECTION THREE: HEARING LEVELS

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall, within five (5) days, request a meeting with the Transportation Supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided here under.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and the Transportation Supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the Transportation Supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the

Transportation Supervisor. The Transportation Supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days thereafter. Within seven (7) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee, within fifteen (15) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within fifteen (15) days after the conclusion of the meeting, the grievance shall be transmitted to the Board within ten (10) days thereafter. At the next regularly scheduled Board of Education meeting, the Board shall meet with the grievant(s) as long as the Board has ten (10) days prior to the next regularly scheduled Board of Education meeting. If not, a special Board of Education meeting may be called at the discretion of the Board to hear the grievance. The Board or its designee within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

SECTION FOUR: PROCEDURE

- A. The decision of the Board shall be final and binding.

- B. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

ARTICLE 12 PAID LEAVES

SECTION ONE: SICK LEAVE

- A. All bargaining unit members shall earn one (1) day of sick leave for each month worked accumulating up to ten (10) days for the school year. Those employees required to work during the summer months shall receive two (2) additional sick days.
- B. Unused sick leave may accumulate to ninety (90) days. If employment is terminated, any accumulated sick leave shall be canceled and the employee shall not be compensated either in terminal pay or otherwise.
- C. It is the employee's responsibility to contact the Transportation Supervisor or his/her designee to report an absence for sick leave no later than 1.5 hours prior to the driver's regularly scheduled reporting time. When reporting, the employee is to state their name, the specific reason for the absence, and how long, if known, they will be absent.
 - 1. An employee may be denied sick leave benefits if timely notice is not provided.
 - 2. The Board may require medical proof of illness in writing if the employee has demonstrated chronic absenteeism.
- D. In the event of an extended illness greater than 2 weeks, the employee shall notify the Transportation Supervisor or his/her designee of intent to return to work five (5) days prior to returning to work.

SECTION TWO: SICK DAY USAGE

Sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by personal illness, pregnancy, injury, or for medical, dental or optical examination or treatment.
 - 1. Sick leave shall be taken in not less than a one half (1/2) day period.
- B. The bargaining unit member shall be granted a maximum of five (5) days of paid leave for illness in the immediate family. Immediate

family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, and grandparents.

SECTION THREE: BEREAVEMENT LEAVE

The bargaining unit member shall be granted a maximum of four (4) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, grandparents, brother and sister.

SECTION FOUR: LEAVE EXTENSION

The Superintendent, acting on his/her discretion, may extend immediate family illness or bereavement leave days. Any additional days will be deducted from the bargaining unit member's sick leave days.

SECTION FIVE: EMPLOYMENT RELATED INJURY

- A. Absences due to documented injury or illness incurred in the course of the bargaining unit member's employment may at the option of the employee be charged against the bargaining unit member's sick leave days on a pro-rata basis to the extent required in addition to Worker's Compensation benefits received to match the employee's regular paycheck provided however, that the Board's responsibility to the employee's salary compensation or benefits shall only be what is available through Worker's Compensation or as required by law.

- B. Upon expiration of the sick leave, the employee who qualifies for Worker's Compensation benefits shall be placed on an unpaid leave of absence as stated under Article 13.

SECTION SIX: PERSONAL BUSINESS LEAVE

- A. The employee shall be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular workday.

- B. Personal business leave shall not be used for other employment or the seeking of other employment.

- C. A bargaining unit member planning to use a Personal Business Leave Day, or days, shall notify the Transportation Supervisor or his/her designee at least three (3) days in

advance, except in the case of emergency in which case they must notify the Transportation Supervisor prior to taking such a day. Exceptions may be granted by the Superintendent.

1. Any employee interested in using a personal business day must complete a "Request for Leave Compensation" form at least three (3) days prior to the absence.
2. The Transportation Supervisor will either approve or deny this request by notation and signature on the form. The employee will also be notified verbally of approval or denial.
 - a. A copy of the signed form approving or denying the day will be given to the employee and a copy will be retained for their personnel file.
 - b. If the day is approved, the Transportation Supervisor will add the days to a master calendar that all bus drivers have access to. Bus Drivers are not to add anything to the master calendar.
 - c. If the day is approved, the Transportation Supervisor shall post the name of the substitute driver as soon as one is available.
 - d. The driver shall ensure that the substitute becomes familiar with the route.
 - e. If a substitute is not available, the driver agrees to make every attempt to reschedule the Personal Business Leave Day.
- D. An applicant for a Personal Business Leave Day may be required by Superintendent or his/her designee to state the reason for such absence.
- E. Personal Business Leave Days shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.

- F. A bargaining unit member shall be granted a Personal Business Leave Day depending upon the availability of substitutes.
- G. Unused Personal Business Leave Days shall be carried over to the next year as sick days.

SECTION SEVEN: JUDICIAL LEAVE

- A. Any employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Board.
- B. Any employee who is subpoenaed to testify during work hours in any school related judicial or administrative matter not initiated by the member or by the Association, shall be paid his/her full compensation and benefits for such time less any compensation, except mileage payment, received for such witness service.
- C. All other judicial leaves shall be deducted from any personal days or sick leave the bargaining unit member has accrued.
- D. In order to receive payment, an employee must give the Transportation Supervisor prior notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

SECTION EIGHT: DEPLETED SICK LEAVE

If a bargaining unit member has depleted his/her sick leave allowance, he/she may continue to be absent upon request and approval from the Board, but absences thereafter, shall be unpaid.

ARTICLE 13 UNPAID LEAVES

SECTION ONE: LEAVE OF ABSENCE

A leave of absence for up to one (1) year without pay or benefits, except as provided for in the Family Medical Leave Act, may be granted by the Board upon written request from a bargaining unit member. Requests for a leave of absence must be submitted at least thirty (30) calendar days (exceptions may be given by the Superintendent) prior to the requested beginning date of leave and shall include the reason for the leave along with the notification of the beginning and ending dates of said leave. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.

- A. At the discretion of the Board, a one (1) year extension may be granted.
- B. If the Board becomes aware of the employee not fulfilling the intent of the leave, the Board has the right to revoke the leave and/or discipline the employee.
- C. Contingent upon availability of substitutes, a short-term leave of absence may be granted by the Superintendent.
- D. During the duration of any unpaid leave granted, the Board may fill the temporary vacancy created with a “substitute” employee who shall be paid at the regular substitute rate and shall not be a member of the bargaining unit by virtue of such extended substitute status.
- E. While on unpaid leave of absence employees shall not be entitled to compensation or fringe benefits (such as workers compensation insurance, nor any other type of insurance protection provided under this Agreement) and shall not accrue further contractual benefits (such as sick leave, personal leave, or seniority for the purposes of advancement on the salary schedule). These benefits shall be frozen at the employee’s current status.
- F. Failure to return to active duty upon expiration of an unpaid leave shall be conclusively deemed a voluntary quit.
- G. This Article shall not deprive employees of their rights under the Family Medical Leave Act or any other Federal or State statutes.

ARTICLE 14 EVALUATION

SECTION ONE: GENERAL PROVISIONS

- A. The Board may conduct annual evaluations for the primary purpose of assisting employees to improve their performance. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. All written evaluations are to be placed in the bargaining unit member's personnel file.
- B. All observation of the work of each bargaining unit member shall be conducted in person by the Transportation Supervisor or his/her designee and with the full knowledge of the bargaining unit member.
- C. The evaluation shall be by personal observations of the bargaining unit member's work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. The evaluation may not be limited to the actual performance of the job duties, but may also include how the employee relates to his/her peers, students, parents, supervisor, and administration.
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. Following each formal evaluation a conference will be held to discuss the evaluation. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
- E. If the Transportation Supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Board towards that improvement.

- F. In the event a bargaining unit member is not continued in employment, the Board will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association except during the probationary period as set forth in Article 1, Section Three, Clause A.

ARTICLE 15 PROFESSIONAL DEVELOPMENT

SECTION ONE: GENERAL PROVISIONS

- A. The Board shall provide the driver with in-service training as required by law. If the employee is required to participate in a training program, the employee shall be paid at the extra trip rate for time spent in any such program prorated to the nearest quarter hour, exclusive of driving time.
 - 1. Employees will be reimbursed for mileage expenses incurred in attending such sessions at the current rate as established by the Board.
 - 2. Employees are expected to car pool to training programs.
 - 3. Any mileage must be approved by the Transportation Supervisor in order for the mileage to be reimbursed.
- B. The Transportation Supervisor may assign drivers to train prospective drivers without regard to seniority.
- C. All bargaining unit members may be offered voluntary professional development training opportunities outside normal work hours. Bargaining unit members shall be paid an amount negotiated by the Association and the Board for such training opportunities.
- D. All bargaining unit members may be required to participate in a conference, training, or a meeting scheduled outside of the employee's regular employment schedule.
 - 1. The employee shall be paid at the extra trip rate for such time prorated to the nearest quarter hour.

ARTICLE 16 COMPENSATION

SECTION ONE: GENERAL PROVISIONS

- A. The salaries, wages, and supplementary compensation of employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and incorporated in this Agreement.

- B. Employees required to work in excess of forty (40) hours per week will be compensated at time and one-half for any such hours worked.
 - 1. Overtime shall be authorized in advance by the Transportation Supervisor understanding that it is unfair for some drivers to receive overtime compensation while others are working less than forty (40) hours.
 - 2. Drivers must not bid on any extra trip that would probably cause more than forty (40) hours in any one work week until they have been passed on the bid list at least 2 times. Then they may bid on an extra trip.

- C. Michigan Public Schools Employee Retirement shall be paid by the Board.

- D. The Board shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Board and the employee.

- E. The Board shall pay for the CDL license required of all bus drivers.

- F. The Board shall pay the full cost of a required physical exam, TB test, Drug Screen or required X-Ray and all mandated vaccinations (ie. Hepatitis B) if given or administered by a physician or medical facility designated by the Board.

G. Longevity

1. All employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After	5 years	\$125.00
	10 years	\$175.00
	15 years	\$225.00
	20 years	\$275.00
	25 years	\$325.00
	30 years	\$375.00

2. The longevity compensation will be paid to the employee on the first pay period in December.
3. An employee will not be entitled to this payment if claimed under another District Agreement.

H. Upon retirement, an employee who has completed a minimum of ten (10) years of continuous service with the Union City Community Schools shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

1. An employee will not be entitled to this payment if claimed under another District Agreement.

ARTICLE 17 FRINGE BENEFITS

SECTION ONE: INSURANCE

Each employee may purchase insurance at current group rates and at his/her own expense through payroll deduction or direct cash payment to the Business Office. The bargaining unit member selecting this option shall pay the premium one month in advance or when each premium payment is due as determined by the Board. If the bargaining unit member fails to complete the contract year or to pay the premium amount within the appropriate timeline, the Board is under no obligation to pay any of the premium amount and the policy will immediately terminate. If the policy is terminated, the employee may only reapply

during the open enrollment period at the beginning of the next school year.

- A. The Board shall have the exclusive right to select the insurance carrier and to hold the policy on any insurance carrier.
- B. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board.

SECTION TWO: VISION INSURANCE

A basic vision insurance plan will be provided by the Board for the employee and his/her eligible dependents.

- A. With a receipt, the driver will receive a pro rated portion of \$650 to offset co-pays, and lens costs offered through the insurance carrier.
- B. All drivers are required to utilize doctors that are approved by the insurance carrier.
- C. The driver must submit all receipts under this provision to the Business Office by May 1 of each year.
- D. The reimbursement check shall be paid by the end of May.

SECTION THREE: LIABILITY INSURANCE

The Board agrees to provide liability insurance coverage for employees in the bargaining unit. The insurance coverage shall include a provision for legal representation in cases where claims are made against an employee while such employee is acting within the course of his/her employment and within the scope of his/her authority.

SECTION FOUR: HOLIDAYS

- A. The Board shall pay for the regularly scheduled hours of each bargaining unit member for the following holidays.
 - 1. Thanksgiving Day
 - 2. Day after Thanksgiving
 - 3. Christmas Day
 - 4. New Year's Day
 - 5. Good Friday
 - 6. Memorial Day

7. Labor Day*

*Dependent on pre-Labor Day start.

B. To be eligible for holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

C. On alternating years the drivers will receive an allowance toward purchase of work boots or coats.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 20th day of June, 2022.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

Superintendent

Negotiator

Date

Date

Board President

Negotiator

Date

Date

SCHEDULE A

COMPENSATION SCHEDULE

SECTION ONE: RATE OF PAY

2022-23

- A. PROBATION (12 work weeks) \$19.00
 - 1. The step adjustment will take effect after the successful completion of 12 work weeks of employment.

- B. REGULAR DRIVERS 2022-23
\$23.00 per hour
 - 1. "Trip" as used herein shall be deemed to be the equivalent of two and one-half (2 1/2) hours.
 - 2. Drivers required to drive more than two and one-half hours shall be compensated for every 1/10 of an hour.
 - a. The extended time shall be determined by taking the average of five consecutive runs within the first thirty (30) days of the school year.
 - b. Bus runs shall be monitored by the Transportation Supervisor or his/her designee.
 - c. Any additional compensation owed shall be retroactive to the beginning of this Agreement.

- C. EXTRA TRIPS 2022-2023
\$17.50
 - 1. Compensation for extra trips shall begin fifteen (15) minutes before the bus leaves the bus garage and shall end when the bus arrives back at the bus garage.

SECTION TWO: SCHOOL CLOSINGS

Employees who are not notified of a delay in the opening of school or school closing prior to 6:00 a.m. (special education drivers and aides 5:30 a.m.) shall receive an allowance of \$14.50 for each such day (except for the two days provided for in Article 6, Section One, Clause B).

SECTION THREE: CALL IN ALLOWANCE

Employees who have been assigned an extra trip and failed to receive notification that the trip has been canceled prior to arriving at the bus garage shall receive an allowance of \$14.50.

SECTION FOUR: BUS BREAKDOWN

An employee whose bus is disabled and who is required to remain with the vehicle beyond the termination of the regularly scheduled trip period shall be paid at the extra trip rate for such time prorated to the nearest quarter hour.

**UNION CITY COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM**

Grievance# _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

Submit to Supervisor in Duplicate

Building

Assignment

Name of Grievant

Date

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature _____ Date _____

C. Disposition of Supervisor: _____

Signature of Supervisor _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

GRIEVANCE REPORT FORM (cont'd)

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature _____ Date _____

C. Position of Grievant and/or Association: _____

Signature _____ Date _____

STEP 3

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Signature _____ Date _____

COLLECTIVE BARGAINING AGREEMENT
2022 - 2023

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter referred to as the "Board") and the Union City Local Association of Food Service Employees (hereinafter referred to as the "Association");

WITNESSETH:

ARTICLE 1
PURPOSE AND RECOGNITION

SECTION ONE: PURPOSE

The general purpose of this Agreement is to promote and ensure harmonious relations, cooperation and understanding between the Board and the employees covered hereby and to set forth the terms and conditions of employment.

SECTION TWO: RECOGNITION

The Board, pursuant to the adoption of a Board of Education Resolution on June 28, 2000, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

SECTION THREE: EMPLOYEE DEFINED

- A. The word "employee" as used herein shall include:
1. Category 1 - Head Cook
 2. Category 2 - Cooks' Helper
- B. A new employee shall be on probationary status for the first sixty (60) workdays. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the Board without appeal by the Association.

SECTION FOUR: LIMITATIONS

- A. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- C. This Agreement shall constitute an obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- D. Special Meetings between the Association and the Board or Superintendent may be called by mutual agreement for the purpose of discussing important matters. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

ARTICLE 2 BOARD RIGHTS

SECTION ONE: BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge, suspend, or demote an employee with cause, and to promote and transfer employees.
- C. To assign and direct its personnel, determine the number of shifts and hours of work, establish start times, schedule all the foregoing, and to modify or change the assignment/direction/job descriptions as needed.
- D. To assign work and extra duties to employees, determine the size of the work force and to layoff and recall employees.
- E. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation.
- F. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

SECTION TWO: SUBCONTRACTING

The Board or its designee shall have the right to subcontract that work, which, in its judgment, it does not have the available manpower to perform, proper equipment, capacity or ability to perform, or cannot perform in an efficient or economical manner. If due to a financial necessity, subcontracting of work would eliminate regularly scheduled hours, jobs and/or cause the laying off of personnel covered by this Agreement the Board agrees to meet with the Association to bargain the impact of such subcontracting.

SECTION THREE: LIMITATIONS

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and expressed

terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

SECTION FOUR: EMERGENCY SUBSTITUTE

Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the District.

ARTICLE 3 ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities at reasonable hours to conduct meetings of the Association or to transact Association business provided this shall not interfere with or interrupt normal operations. All use of District facilities shall be scheduled through the appropriate administrative personnel. Such use will be governed by policies adopted by the Board for the use of its facilities.
- B. The Association shall have the right to use District equipment such as copy machines, computer equipment, fax machines, phones or typewriters if operated by a qualified bargaining unit member so as not to interfere in any way with the normal operations of the school. The Association shall reimburse the District for any cost incurred and shall be responsible for the proper operation of all such equipment and shall be liable for any damages caused to said equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use the internal mail delivery system of the Board without cost, and the Board shall provide mailboxes for all employees.
- D. The Board agrees to furnish the Association, in response to reasonable requests, such public information as required by law,

which may be available. The Board shall not have to compile any information that is not already in a format required by state or federal laws in regards to a report format. The Board agrees to supply the request in a timely manner. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available as determined by the Board.

- E. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- F. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the District shall be promptly reported to the Board.
- G. In the event a complaint or charge is made by another employee, or any person or group not employed by the District against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- H. Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after this Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the District.

ARTICLE 4 EMPLOYEE CONDUCT AND DISCIPLINE

- A. No non-probationary bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed, provided, however, that during the probationary period, as set forth in Article 1, Section Three, Clause B, a probationary employee may be discharged by the Board for any reason deemed in the best interest of the District. The Board retains the sole discretion to this right.

- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board.
1. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised by the Board of the right to representation under this provision of the Agreement prior to the scheduled meeting.
 2. When a request for such representation is made, no action (except as stated in Clause 3 below) shall be taken with respect to the employee until such representative of the Association is present.
 3. Immediate disciplinary action without representation may be taken by the Board if the alleged offense is of a very serious nature.
 - a. Such immediate disciplinary action must be followed by a subsequent meeting where representation shall be available to the member upon request.
- C. The normal disciplinary procedure shall consist of the following, however nothing in this Agreement shall preclude the administration, in its sole discretion, from moving to any advanced step depending upon the seriousness of the offense:
1. verbal
 2. written
 3. suspension - with or without pay
 4. discharge
- D. In the case of the dismissal, demotion, discharge or suspension of a bargaining unit member the Association and member shall be given written notification of the action taken by the Board and the reasons for the discipline as soon as reasonably possible. Causes which shall be deemed sufficient for disciplinary action include, but are not limited to the following:
1. Unauthorized or excessive absence from work;

2. Commitment or conviction of any criminal infraction of law depending upon the seriousness of the offense or the frequency of the offenses;
 3. Inappropriate or immoral conduct involving students or staff;
 4. Insubordination;
 5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or illegal drugs of any kind in any degree whatsoever;
 6. Willful violation of any provision of this Agreement;
 7. Negligence or willful damage to school property or misappropriation of school supplies or equipment;
 8. Falsification of any records or reports; or
 9. Not performing job duties in a satisfactory manner.
- E. No suspension shall be effective for a period of more than twenty (20) workdays without the prior approval of the Board.
- F. Employees covered by this Agreement may be required to submit to a drug and/or alcohol test for reasonable cause. The cost of this testing shall be paid by the Board. If an employee tests positive for any illegal drug, nonprescription drug or alcohol, they will immediately be placed on an unpaid leave for a period of time set by the sole discretion of the Board or its designee. The employee must submit documented evidence of a negative test before they will be allowed to return to work. The cost of additional testing shall be at the expense of the Board. The returning employee as a condition of continuing their employment with the District may be subject to more frequent drug/alcohol testing as well as a written contract with the Board defining further employee requirements. Any employee who tests positive may be referred to the appropriate legal authorities for an investigation. Employees who have tested positive shall be subject to disciplinary action up to and including immediate discharge. Failure to comply with this section or a second positive test shall be considered misconduct and reason for immediate discharge with loss of all benefits, rights and privileges under this Agreement.
- G. A bargaining unit member will have the right to review the contents of the official personnel records maintained in the Superintendent's office pertaining to said bargaining unit member, originating after initial employment, and to have a representative

of the Association accompany him/her in such review. The bargaining unit member must submit a written request to the Superintendent allowing for a reasonable time to comply. The Board shall have a representative at the records review at a mutually agreeable time.

ARTICLE 5
WORK YEAR, WORKWEEK, AND WORKDAY

- A. The normal workday schedule for all employees shall be established by the Board based on the Board's determination of the needs and resources of the District and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultations with Association. However, if emergency situations arise, as determined by the Board, the Board has the sole discretion to reduce the number of hours without prior consultation with the Association.
1. The work year shall begin with the first day of school on which hot lunch is scheduled.
 2. Cooks and cooks' helpers may be scheduled for up to four (4) additional days to open up and/or clean up the kitchen each year as determined by the Board.
 3. Bargaining unit members shall be entitled to a fifteen (15) minute relief period, as possible or as scheduled by their immediate supervisor, for each four (4) hours of work.
 4. All employees will fill out time cards as required by the Board and submit them to the Food Service Director for signature in a timely manner.

ARTICLE 6
SCHOOL CLOSURE/DISMISSAL

SECTION ONE: SCHOOL CLOSURE

- A. When school is closed due to inclement weather conditions or any other reason deemed necessary by the Board or its designee, the Board shall have the right to reschedule any days or hours lost for which the District is not permitted to count under Michigan statute and/or Department of Education administrative rules in effect at the time.

- B. When school is closed the employees will not report for work. The employees will be paid their regular rate of pay up to the first two (2) days canceled due to adverse weather conditions (for example; ½ day, ½ day, full).
- C. In case of make-up (rescheduled) days with students beyond the days allowed by statutory provisions and/or administrative rules in effect at the time, all employees who are required to work on any such rescheduled days will be paid their regularly daily/hourly rate of pay for such days.
- D. When an act of nature, or a Board directive, forces the closing of a school or other facility of the Board, reasonable effort shall be made to make such public announcements prior to 6:30 a.m.
- E. If school is cancelled more than two (2) days due to weather, the employee has the option to use a personal day to be paid for this missed work day.

SECTION TWO: SCHOOL DELAY

- A. In case of a school delay, all cooks will report to work no later than one hour after their regularly scheduled start time.
- B. If the school is delayed or closed, the Board reserves the right in its sole discretion to call any employees into work on an "as needed" basis. These employees will be paid their regularly hourly rate for the hours they work.

SECTION THREE: EARLY DISMISSAL

When students are sent home early because of individual building closings or a District wide closing due to inclement weather or other emergency, the bargaining unit member's normal workday shall end one half (1/2) hour, or as soon as possible thereafter, after all students leave the building(s). The bargaining unit member shall receive his/her regular rate of pay for the day.

ARTICLE 7
GENERAL WORKING CONDITIONS

SECTION ONE: UNSAFE WORK

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. At the Board's discretion, employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.
- B. Employees shall be required to report in writing to the Food Service Director equipment that is deemed to be in an unsafe condition.

SECTION TWO: FACILITIES

The Board shall provide for each school facility to the extent reasonably available:

- A. Parking facilities.
- B. Telephone facilities for work-related use only. Other phone calls of a personal nature will be charged to the employee.

SECTION THREE: UNIFORMS

- A. The Board will provide each employee covered by this Agreement, up to \$100.00 reimbursement for uniform tops and/or shoes for each contract year.
- B. The style and color of uniform tops shall be selected by the Food Service Director with input from the bargaining unit members.
- C. The employee must present receipts showing the purchase to the Business Office within five (5) workdays of the date of purchase to be reimbursed. No uniform purchases will be reimbursed after January 15, of each school year.
- D. Uniforms shall be laundered and maintained by the employee at no expense to the Board.

E. The Association recognizes the importance of the food service staff projecting a favorable image of the school, therefore, the Board will establish minimal dress standards for the employees.

ARTICLE 8 SENIORITY

- A. Seniority shall be defined as length of continuous service in the bargaining unit commencing with the last date of hire. If two (2) or more employees have the same service entrance date, the employee with the lowest last four digits of the social security number shall be determined to be the most senior.
- B. All employees shall accrue seniority on a yearly basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to his/her first day of work.
- C. The Board shall maintain an up-to-date seniority list. The seniority list will be updated each school year and a copy provided to each bargaining unit member. The seniority list, as provided by the Board, shall be conclusively deemed irrevocably to be accurate if no objection(s) is received within five (5) working days of their issuance.
- D. Seniority shall be lost in all positions if the employee;
 - 1. resigns or retires,
 - 2. is discharged, or
 - 3. does not return to work in accordance with Article 10, Section Three, Clause B.

ARTICLE 9 VACANCY, TRANSFER, AND RESIGNATION

SECTION ONE: VACANCY DEFINED

A vacancy shall be defined as a newly created position or a present position that is not filled and which the Board intends to fill. A vacancy

does not pertain to the extension of hours/time an employee works in a particular position.

SECTION TWO: TRANSFER DEFINED

A transfer shall be defined as a movement from one category to another. A change in assignment, location of assignment or hours of work shall not be deemed a transfer.

SECTION THREE: VACANCY POSTING

All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays.

- A. Postings shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Category
 - 7. Minimum qualifications as reflected in the job description
- B. Qualifications in all instances in this Agreement shall be determined by the Board or its designee.
- C. Interested bargaining unit members must apply in writing to the Superintendent or his/her designee within the ten (10) day posting period.

SECTION FOUR: TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the seniority, qualifications, and the interests and aspirations of the employees. The Board agrees to give full and equal consideration to present staff members in all vacancies covered by this Agreement. The Board has the right to place a substitute in a vacancy during this process. The Association recognizes that the Superintendent or his/her designee has the sole right to assign employees to positions for which they are qualified.

- B. A bargaining unit member may request a transfer for a different position by submitting a written request to the Superintendent and filing a copy of said request with the president of the Association. The request shall set forth the position sought, the member's qualifications for the position sought, and the reason(s) for the request.
- C. In the event of filling a vacancy or voluntary transfer from one category to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform in the new position. The Board shall give the bargaining unit member reasonable assistance to enable him/her to perform up to the Board's standards in the new position. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The Board may place a substitute in the bargaining unit member's vacated position during the thirty (30) day trial.
- D. Involuntary transfers of bargaining unit members are to be affected only for reasonable cause. The Association understands that only the Board or its designee has the authority to involuntarily transfer bargaining unit members.
- E. An employee voluntarily transferring, involuntarily transferring or filling a vacancy in another category within the bargaining unit will be placed on the salary schedule according to their current seniority in the bargaining unit.

SECTION FIVE: SUBSTITUTION

If any Cooks' Helper is required by the administration to substitute for a Head Cook the employee will be paid an additional twenty-five cents (25¢) per hour retroactive to the first day of substitution.

SECTION SIX: RESIGNATION

A bargaining unit member must give twenty (20) workday's notice of resignation. By mutual agreement this time period may be shortened.

ARTICLE 10
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

SECTION ONE: REDUCTION IN PERSONNEL

- A. The Board expressly retains the authority to effectuate reduction in personnel whenever the Board shall, in its sole discretion, determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall, in its sole discretion, determine to have made such action necessary or advisable.
- B. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority. The employee with the least seniority within a category shall be laid off first. A bargaining unit member with greater seniority, regardless of category, may displace the bargaining unit member with the least seniority provided:
 - 1. the senior bargaining unit member is qualified as determined by the Board; and
 - 2. the senior bargaining unit member can satisfactorily perform the duties of the position as outlined in the job description and/or performed by the current employee.

SECTION TWO: LAYOFF

Whenever an employee is to be laid off, the Board shall notify the bargaining unit member and the Association President. Such notice shall have an effective layoff date of no less than twenty (20) working days from the date of notice if delivered during the school year.

SECTION THREE: RECALL

- A. Laid-off bargaining unit members shall be recalled in accordance with seniority. The bargaining unit member with the greatest seniority shall be recalled first provided they are qualified and are able to perform the duties of the job that is open.
- B. When recalling laid off bargaining unit members, the Board will notify them by certified mail at their last known address. If such bargaining unit member does not notify the Board within twenty (20) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the

Superintendent, he/she will be considered as having quit and all seniority, rights and benefits under this Agreement shall be terminated. The Board may fill the position on a temporary basis until the recalled employee can report for work. Should an employee on layoff refuse recall to a position equal to or in excess of the hours worked at the time of layoff, for which he/she is qualified, such refusal shall constitute termination of employment.

- C. In the event of a reduction in the work hours, a bargaining unit member with the greater seniority may maintain his/her normal work schedule by displacing the bargaining unit member with the least seniority in which the senior bargaining unit member is qualified as determined by the Board.
- D. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION ONE: OBJECTIVE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement.

SECTION TWO: DEFINITION

- A. The term "grievance" shall mean; a claim or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
 - 1. The term "grievance" as defined above shall not apply discharge of a probationary employee.
 - 2. Unless specified otherwise, days are workdays not calendar days.

SECTION THREE: HEARING LEVELS

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall, within five (5) days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided here under.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days thereafter. Within seven (7) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee, within fifteen (15) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within fifteen (15) days after the conclusion of the meeting, the grievance shall be transmitted to the Board within ten (10) days thereafter. At the next regularly scheduled Board of Education meeting, the Board shall meet with the grievant(s) as long as the Board has ten (10) days prior to the next regularly scheduled Board of Education meeting. If not, a special Board of Education meeting may be called at the discretion of the Board to hear the grievance. The Board or its designee within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

SECTION FOUR: PROCEDURE

- A. The decision of the Board shall be final and binding.
- B. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

ARTICLE 12 PAID LEAVES

SECTION ONE: SICK LEAVE

- A. All bargaining unit members shall earn one (1) day of sick leave for each month worked accumulating up to ten (10) days for the school year.
- B. Starting in their second year of employment, as determined by their anniversary date, bargaining unit members shall receive ten (10) sick days at the beginning of each school year. The unused portion of any employee's sick leave shall accumulate to a maximum allowance of one hundred forty (140) days. If an employee were to resign from employment with the District prior to the end of his/her contractual year, that employee would be entitled to only that number of sick days which is approximately equal to the portion of the year which he/she worked. Sick days used above that proportional number would be deducted from the employee's last paycheck.
- C. The Board shall furnish each bargaining unit member with a written statement within thirty (30) days of the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- D. It is the employee's responsibility to contact his/her immediate supervisor or designee to report an absence for sick leave. When reporting, the employee is to state who they are, the

specific reason for the absence, and how long, if known, they will be absent. The Board may require medical proof of illness in writing if the employee has demonstrated chronic absenteeism.

SECTION TWO: SICK DAY USAGE

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by personal illness, pregnancy, injury, or for medical, dental or optical examination or treatment.
- B. The bargaining unit member shall be granted a maximum of four (4) days of paid leave for illness in the immediate family. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, and grandparents.

SECTION THREE: BEREAVEMENT LEAVE

The bargaining unit member shall be granted a maximum of four (4) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, grandparents, brother, and sister.

SECTION FOUR: LEAVE EXTENSION

The Superintendent, acting on his/her discretion, may extend immediate family illness or bereavement leave days. Any additional days will be deducted from the bargaining unit member's sick leave days.

SECTION FIVE: EMPLOYMENT RELATED INJURY

- A. Absences due to documented injury or illness incurred in the course of the bargaining unit member's employment may at the option of the employee be charged against the bargaining unit member's sick leave days on a pro-rata basis to the extent required in addition to Worker's Compensation benefits received to match the employee's regular paycheck provided however, that the Board's responsibility to the employee's salary compensation or

benefits shall only be what is available through Worker's Compensation or as required by law.

- B. Upon expiration of the sick leave, the employee who qualifies for Worker's Compensation benefits shall be placed on an unpaid leave of absence as stated under Article 13.

SECTION SIX: PERSONAL BUSINESS LEAVE

- A. The employee shall be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular workday.
- B. Personal business leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.
- C. A bargaining unit member planning to use a Personal Business Leave Day, or days, shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency in which case they must notify the supervisor prior to taking such a day. Exceptions may be granted by the Superintendent.
- D. An applicant for a Personal Business Leave Day may be required by the Superintendent or his/her designee to state the reason for such absence.
- E. Personal Business Leave Days shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.
- F. A bargaining unit member shall be granted a Personal Business Leave Day depending upon availability of substitutes.
- G. Unused Personal Business Leave Days shall not accumulate from year to year.

SECTION SEVEN: JUDICIAL LEAVE

- A. Any employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by

working for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Board.

- B. Any employee who is subpoenaed to testify during work hours in any school related judicial or administrative matter not initiated by the member or by the Association, shall be paid his/her full compensation and benefits for such time less any compensation, except mileage payment, received for such witness service.
- C. All other judicial leaves shall be deducted from any personal days or sick leave the bargaining unit member has accrued.
- D. In order to receive payment, an employee must give the Food Service Director prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

SECTION EIGHT: DEPLETED SICK LEAVE

If a bargaining unit member has depleted his/her sick leave allowance, he/she may continue to be absent upon request and approval from the Board, but absences, thereafter, shall be unpaid.

ARTICLE 13 UNPAID LEAVES

SECTION ONE: LEAVE OF ABSENCE

A leave of absence for up to one (1) year without pay or benefits, except as provided for in the Family Medical Leave Act, may be granted by the Board upon written request from a bargaining unit member. Requests for a leave of absence must be submitted at least thirty (30) calendar days (exceptions may be given by the Superintendent) prior to the requested beginning date of leave and shall include the reason for the leave along with the notification of the beginning and ending dates of said leave. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.

- A. At the discretion of the Board, a one (1) year extension may be granted.
- B. If the Board becomes aware of the employee not fulfilling the intent of the leave, the Board has the right to revoke the leave and/or discipline the employee.
- C. Contingent upon availability of substitutes, a short-term leave of absence may be granted by the Superintendent.
- D. During the duration of any unpaid leave granted, the Board may fill the temporary vacancy created with a "substitute" employee who shall be paid at the regular substitute rate and shall not be a member of the bargaining unit by virtue of such extended substitute status.
- E. While on unpaid leave of absence employees shall not be entitled to compensation or fringe benefits (such as workers compensation insurance, nor any other type of insurance protection provided under this Agreement) and shall not accrue further contractual benefits (such as sick leave, personal leave, or seniority for the purposes of advancement on the salary schedule). These benefits shall be frozen at the employee's current status.
- F. Return from Leave: A bargaining unit member returning from an unpaid leave of absence shall be reinstated to the same position he/she held when the leave began or a similar position. Failure to return to active duty upon expiration of an unpaid leave shall be conclusively deemed a voluntary quit.
- G. This Article shall not deprive employees of their rights under the Family Medical Leave Act or any other Federal or State statutes.

ARTICLE 14
EVALUATION

- A. The Board may conduct annual evaluations for the primary purpose of assisting employees to improve their performance. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. All written evaluations are to be placed in the bargaining unit member's personnel file.
- B. All observation of the work of each bargaining unit member shall be conducted in person by the Food Service Director or Superintendent and with the full knowledge of the bargaining unit member.
- C. The evaluation shall be by personal observations of the bargaining unit member's work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria may not be limited to the actual performance of the job duties, but may also include how the employee relates to his/her peers, students, parents, supervisor, and administration.
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. Following each formal evaluation, a conference will be held to discuss the evaluation. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
- E. If the Food Service Director believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Board towards that improvement.
- F. In the event a bargaining unit member is not continued in employment, the Board will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the

Association except during the probationary period as set forth in Article 1, Section Three, Clause B.

ARTICLE 15
PROFESSIONAL DEVELOPMENT

- A. All bargaining unit members may be offered voluntary professional development training opportunities outside normal work hours. Bargaining unit members shall be paid an amount negotiated by the Association and the Board for such training opportunities. Employees may take compensatory time in lieu of pay upon prior approval of the Superintendent or his/her designee.
- B. If professional development training is provided during normal work hours the Board, at its sole discretion, may designate mandatory attendance by any or all bargaining unit members. Any absences shall require appropriate documentation as determined by the Board.

ARTICLE 16
COMPENSATION

- A. The salaries, wages, and supplementary compensation of employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and incorporated in this Agreement.
- B. Any employee working in more than one (1) category, for the purposes of benefits and pay, shall be at the separate pay rate for each work category.
- C. Michigan Public Schools Employee Retirement shall be paid by the Board.
- D. Any contract wage increase or step advancement shall take place on the first work day after June 30 of each subsequent year.
- E. The Board shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Board and the employee.
- F. Longevity

1. All employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After	10 years	\$150.00
	15 years	\$200.00
	20 years	\$250.00
	25 years	\$300.00
	30 years	\$350.00

2. The longevity compensation will be paid to the employee on the first pay period in December.

G. Upon retirement, an employee who has completed a minimum of ten (10) years of continuous service with the Union City Community Schools shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

1. An employee will not be entitled to this payment if claimed under another District Agreement.

ARTICLE 17
FRINGE BENEFITS

A. The Board shall pay for the regularly scheduled hours of each bargaining unit member for the following holidays.

1. Thanksgiving Day
2. Day after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Memorial Day
7. Labor Day*

*This goes into effect if we have a pre-Labor Day start.

B. To be eligible for holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for

reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 20th day of June, 2022.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

Board President

Negotiator

Superintendent

Negotiator

Date

Date

SCHEDULE A
Salary Schedules

Food Service Employees

Position	Step	2022-23
Head Cook	Probationary	15.25
	1	15.75
	2	16.00
	3	16.25
	4	16.50
	5	16.75
	6	17.00
	7	17.25
	8	17.50
	9	17.75
	10	18.00
Cook's Helper	Probationary	14.50
	1	15.00
	2	15.25
	3	15.50
	4	15.75
	5	16.00
	6	16.25
	7	16.50
	8	16.75
	9	17.00
	10	17.25

Catering - Catering work will be paid at the flat rate of \$20.00 per hour.

**UNION CITY COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM**

Grievance# _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

Submit to Supervisor in Duplicate

Building

Assignment

Name of Grievant

Date

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature _____ Date _____

C. Disposition of Supervisor: _____

Signature of Supervisor _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

GRIEVANCE REPORT FORM (cont'd)

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature _____ Date _____

C. Position of Grievant and/or Association: _____

Signature _____ Date _____

STEP 3

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Signature _____ Date _____

COLLECTIVE BARGAINING AGREEMENT
2022 - 2023

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter referred to as the "Board") and the Union City Local Association of Paraprofessional Employees (Hereinafter referred to as the "Association");

WITNESSETH:

ARTICLE 1
PURPOSE AND RECOGNITION

SECTION ONE: PURPOSE

The general purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby and to set forth the terms and conditions of employment.

SECTION TWO: RECOGNITION

The Board, pursuant to the adoption of a Board of Education Resolution on June 28, 2000, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

SECTION THREE: EMPLOYEE DEFINED

A. The word "employee" as used herein shall include:

- Classification 1 - Instructional Assistant
- Classification 2 - Special Education Classroom & Individual Paraprofessionals
- Classification 3 - In-School Suspension Room Supervisor
- Classification 4- Media Center Paraprofessional
- Classification 5- Bus Aide

- B. All employees must meet all state and federal employment requirements.
- C. A new employee shall be on probationary status for the first sixty (60) workdays. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the Board without appeal by the Association.
- D. The employee(s) serving the Michigan School Readiness Program (MSRP) will be required to pursue CDA certification or its equivalent as required by the grant funding. Tuition for required classes will be paid by the Board.

SECTION FOUR: LIMITATIONS

- A. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- C. This Agreement shall constitute an obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- D. Special Meetings between the Association and the Board or Superintendent may be called by mutual agreement for the purpose of discussing important matters. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

ARTICLE 2
BOARD RIGHTS

SECTION ONE: BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge, suspend, or demote an employee with cause, and to promote and transfer employees.
- C. To assign and direct its personnel, determine the number of shifts and hours of work, establish start times, schedule all the foregoing, and to modify or change the assignment/direction/job descriptions as needed.
- D. To assign work and extra duties to employees, determine the size of the work force and to layoff and recall employees.
- E. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation.
- F. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

SECTION TWO: LIMITATIONS

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education

SECTION THREE: EMERGENCY SUBSTITUTE

Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the District.

ARTICLE 3 ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities at reasonable hours to conduct meetings of the Association or to transact Association business provided this shall not interfere with or interrupt normal operations. All use of District facilities shall be scheduled through the appropriate administrative personnel. Such use will be governed by policies adopted by the Board for the use of its facilities.
- B. The Association shall have the right to use District equipment such as copy machines, computer equipment, fax machines, phones or typewriters if operated by a qualified bargaining unit member so as not to interfere in any way with the normal operations of the school. The Association shall reimburse the District for any cost incurred and shall be responsible for the proper operation of all such equipment and shall be liable for any damages caused to said equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use the internal mail delivery system of the Board without cost, and the Board shall provide mailboxes for all employees.

- D. The Board agrees to furnish the Association, in response to reasonable requests, such public information as required by law, which may be available. The Board shall not have to compile any information that is not already in a format required by state or federal laws in regards to a report format. The Board agrees to supply the request in a timely manner. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available as determined by the Board.
- E. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- F. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the District shall be promptly reported to the Board.
- G. In the event a complaint or charge is made by another employee or any person or group not employed by the District against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- H. Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after this Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the District.

ARTICLE 4
EMPLOYEE CONDUCT AND DISCIPLINE

- A. No non-probationary bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed, provided, however, that during the probationary period, as set forth in Article 1, Section Three, Clause B, a probationary employee may be discharged by the Board for any reason deemed in the best interest of the District. The Board retains the sole discretion to this right.

- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting that will or may lead to disciplinary action by the Board.
1. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised by the Board of the right to representation under this provision of the Agreement prior to the scheduled meeting.
 2. When a request for such representation is made, no action (except as stated in Clause 3 below) shall be taken with respect to the employee until such representative of the Association is present.
 3. Immediate disciplinary action without representation may be taken by the Board if the alleged offense is of a very serious nature.
 - a. Such immediate disciplinary action must be followed by a subsequent meeting where representation shall be available to the member upon request.
- C. The normal disciplinary procedure shall consist of the following, however nothing in this Agreement shall preclude the administration, in its sole discretion, from moving to any advanced step depending upon the seriousness of the offense:
1. verbal
 2. written
 3. suspension - with or without pay
 4. discharge
- D. In the case of the dismissal, demotion, discharge or suspension of a bargaining unit member the Association and member shall be given written notification of the action taken by the Board and the reasons for the discipline as soon as reasonably possible. Causes which shall be deemed sufficient for disciplinary action shall include, but are not limited to the following:
1. Unauthorized or excessive absence from work.

2. Commitment or conviction of any criminal infraction of law depending upon the seriousness of the offense or the frequency of the offenses.
 3. Inappropriate or immoral conduct involving students or staff.
 4. Insubordination.
 5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or illegal drugs of any kind in any degree whatsoever.
 6. Willful violation of any provision of this Agreement.
 7. Negligence or willful damage to school property or misappropriation of school supplies or equipment.
 8. Deliberate falsification of any records or reports.
 9. Not performing job duties in a satisfactory manner.
- E. No suspension shall be effective for a period of more than twenty (20) workdays without the prior approval of the Board.
- F. Employees covered by this Agreement may be required to submit to a drug and/or alcohol test for reasonable cause. The cost of this testing shall be paid by the Board. If an employee tests positive for any illegal drug, nonprescription drug or alcohol, they will immediately be placed on an unpaid leave for a period of time set by the sole discretion of the Board or its designee. The employee must submit documented evidence of a negative test before they will be allowed to return to work. The cost of additional testing shall be at the expense of the Board. The returning employee as a condition of continuing their employment with the District may be subject to more frequent drug/alcohol testing as well as a written contract with the Board defining further employee requirements. Any employee who tests positive may be referred to the appropriate legal authorities for an investigation. Employees who have tested positive shall be subject to disciplinary action up to and including immediate discharge. Failure to comply with this section or a second positive test shall be considered misconduct and reason for immediate discharge with loss of all benefits, rights and privileges under this Agreement.
- G. A bargaining unit member will have the right to review the contents of the official personnel records maintained in the Superintendent's office pertaining to said bargaining unit member, originating after initial employment, and to have a representative of the Association accompany him/her in such review. The bargaining unit member must submit a

written request to the Superintendent allowing for a reasonable time to comply. The Board shall have a representative at the records review at a mutually agreeable time.

ARTICLE 5
WORK YEAR, WORKWEEK, AND WORKDAY

- A. The normal workday schedule for all employees shall be established by the Board based on the Board's determination of the needs and resources of the District and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultations with the Association. However, if emergency situations arise, as determined by the Board, the Board has the sole discretion to reduce the number of hours without prior consultation with the Association.
- B. The employee's work year shall be scheduled by his/her Building Principal.
- C. Bargaining unit members shall be entitled to a fifteen (15) minute duty free relief period, as possible or as scheduled by their immediate supervisor, for each four (4) hours of work.
- D. Employees who work five (5) or more hours per day shall have a thirty (30) minute duty-free unpaid lunch period.
- E. All employees will fill out time cards as required by the Board and submit them to the Building Principal/director for signature in a timely manner.

ARTICLE 6
SCHOOL CLOSURE/DISMISSAL

SECTION ONE: SCHOOL CLOSURE

- A. When school is closed due to inclement weather conditions or any other reason deemed necessary by the Board or its designee, the Board shall have the right to reschedule any days or hours lost for which the District is not permitted to count under Michigan statute and/or Department of Education administrative rules in effect at the time.

- B. When school is closed the employees will not report for work. The employees will be paid their regular rate of pay up to the first two (2) days canceled due to adverse weather conditions (for example; ½ day, ½ day, full).
- C. In case of make-up (rescheduled) days with students beyond the days allowed by statutory provisions and/or administrative rules in effect at the time, all employees who are required to work on any such rescheduled days will be paid their regularly daily/hourly rate of pay for such days.
- D. When an act of nature, or a Board directive, forces the closing of a school or other facility of the Board, reasonable effort shall be made to make such public announcements prior to 6:30 a.m.
- E. If school is cancelled more than two (2) days due to weather, the employee has the option to use a personal day to be paid for this missed work day.

SECTION TWO: SCHOOL DELAY

- A. In case of a school delay, all bargaining unit members must report for work fifteen (15) minutes before the scheduled arrival of the students. They will be paid beginning when they report to work but not before the required start time unless the Building Principal requests an earlier start time. If the delay turns into a school closing the bargaining unit members workday shall end on the same basis as when students are sent home early.
- B. If the school is delayed or closed, the Board reserves the right in its sole discretion to call any employees into work on an "as needed" basis. These employees will be paid their regularly hourly rate for the hours they work.

SECTION THREE: EARLY DISMISSAL

- A. When students are sent home early because of individual building closings or a District wide closing due to inclement weather or other emergency, the bargaining unit member's normal workday shall end one

half (1/2) hour, or as soon as possible thereafter, after all students leave the building(s). The bargaining unit member shall receive his/her regular rate of pay for the day.

ARTICLE 7 GENERAL WORKING CONDITIONS

SECTION ONE: UNSAFE WORK

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. At the Board's discretion, employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.

SECTION TWO: FACILITIES

The Board shall provide for each school facility to the extent reasonably available:

- A. Parking facilities.
- B. Telephone facilities for work-related use only. Other phone calls of a personal nature will be charged to the employee.

ARTICLE 8 SENIORITY

- A. Seniority shall be defined as length of continuous service in the bargaining unit commencing with the last date of hire. If two (2) or more employees have the same service entrance date, the employee with the lowest last four digits of the social security number shall be determined to be the most senior.
- B. All employees shall accrue seniority on a yearly basis. Probationary employees shall have no seniority until the completion of the

probationary period at which time their seniority shall revert to his/her first day of work.

- C. The Board shall maintain an up-to-date seniority list. The seniority list will be updated each school year and a copy provided to each bargaining unit member. The seniority list, as provided by the Board, shall be conclusively deemed irrevocably to be accurate if no objection(s) is received within five (5) working days of issuance.
- D. Seniority shall be lost in all positions if the employee
 - 1. resigns or retires,
 - 2. is discharged, or
 - 3. does not return to work in accordance with Article 10, Section Three, Clause B.

ARTICLE 9 VACANCY, TRANSFER, AND RESIGNATION

SECTION ONE: VACANCY DEFINED

A vacancy shall be defined as a newly created position or a present position that is not filled and which the Board intends to fill. A vacancy does not pertain to the extension of hours/time an employee works in a particular position.

SECTION TWO: TRANSFER DEFINED

A transfer shall be defined as a movement from one classification to another. A change in assignment, location of assignment or hours of work shall not be deemed a transfer.

SECTION THREE: VACANCY POSTING

All vacancies shall be posted in a building of the District for a period of ten (10) days except during the three weeks prior to the start of the school year when all vacancies will be posted for a period of five (5) days.

- A. Postings shall contain the following information:

1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Minimum qualifications as reflected in the job description
- B. Qualifications in all instances in this Agreement shall be determined by the Board or its designee.
- C. Interested bargaining unit members must apply in writing to the Superintendent or his/her designee within the ten (10) day posting period.

SECTION FOUR: TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the seniority, qualifications, and the interests and aspirations of the employees. The Board agrees to give full and equal consideration to present staff members in all vacancies covered by this Agreement. The Association recognizes that the Superintendent or his/her designee has the sole right to assign employees to positions for which they are qualified. When a vacancy occurs during the work year, the Board may temporarily fill a position for the remainder of the work year in order to minimize any disruption in the educational program, provided however, that notice of the vacancy for the next school year shall be posted at the time the vacancy is temporarily filled.
- B. A bargaining unit member may request a transfer to a different position by submitting a written request to the Superintendent and filing a copy of said request with the Association President. Such request shall set forth the position sought, the member's qualifications for the position sought, and the reason(s) for request.
- C. In the event of filling a vacancy or voluntary transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform in the new position. The Board shall give the bargaining unit member reasonable assistance to enable him/her to perform up to the Board's

standards in the new position. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The Board may place a substitute in the bargaining unit member's vacated position during the thirty (30) day trial.

- D. Involuntary transfers of bargaining unit members are to be affected only for reasonable cause. The Association understands that only the Board or its designee has the authority to involuntarily transfer bargaining unit members.

SECTION FIVE: SUBSTITUTION

On a daily basis the Building Principal may place any employee temporarily in another position. The employee will be guaranteed the rate of pay for the number of hours normally worked.

SECTION SIX: RESIGNATION

A bargaining unit member must give twenty (20) workday's notice of resignation. By mutual agreement this time period may be shortened.

ARTICLE 10 REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

SECTION ONE: REDUCTION IN PERSONNEL

- A. The Board expressly retains the authority to effectuate a reduction in personnel whenever the Board shall, in its sole discretion, determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall, in its sole discretion, determine to have made such action necessary or advisable.
- B. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority. The employee with the least seniority within a classification shall be laid off first. A bargaining unit member with the greater seniority, regardless of classification, may displace the bargaining unit member with the least seniority provided:

1. the senior bargaining unit member is qualified as determined by the Board; and
2. the senior bargaining unit member can satisfactorily perform the duties of the position as outlined in the job description and/or performed by the current employee.

SECTION TWO: LAYOFF

Whenever an employee is to be laid off, the Board shall notify the bargaining unit member and the Association President. Such notice shall have an effective layoff date of no less than twenty (20) working days from the date of notice if delivered during the school year.

SECTION THREE: RECALL

- A. Laid-off bargaining unit members shall be recalled in accordance with seniority. The bargaining unit member with the greatest seniority shall be recalled first provided they are qualified and are able to perform the duties of the job that is open.
- B. When recalling laid off bargaining unit members, the Board will notify them by certified mail at their last known address. If such bargaining unit member does not notify the Board within twenty (20) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the Superintendent, he/she will be considered as having quit and all seniority, rights and benefits under this Agreement shall be terminated. The Board may fill the position on a temporary basis until the recalled employee can report for work. Should an employee on layoff refuse recall to a position equal to or in excess of the hours worked at the time of layoff, for which he/she is qualified, such refusal shall constitute termination of employment.
- C. In the event of a reduction in the work hours in a classification, the bargaining unit member with the greater seniority within the same classification may maintain his/her normal work schedule by displacing the bargaining unit member with the least seniority in the classification.
- D. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees.

ARTICLE 11
GRIEVANCE PROCEDURE

SECTION ONE: OBJECTIVE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement.

SECTION TWO: DEFINITION

- A. The term "grievance" shall mean; a claim or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
1. The term "grievance" as defined above shall not apply to the discharge of a probationary employee.
 2. Unless specified otherwise, days are workdays not calendar days.

SECTION THREE: HEARING LEVELS

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall, within five (5) days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided here under.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days thereafter. Within seven (7) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee, within fifteen (15) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within fifteen (15) days after the conclusion of the meeting, the grievance shall be transmitted to the Board within ten (10) days thereafter. At the next regularly scheduled Board of Education meeting, the Board shall meet with the grievant(s) as long as the Board has ten (10) days prior to the next regularly scheduled Board of Education meeting. If not, a special Board of Education meeting may be called at the discretion of the Board to hear the grievance. The Board or its designee within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

SECTION FOUR: PROCEDURE

- A. The decision of the Board shall be final and binding.

- B. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

ARTICLE 12 PAID LEAVES

SECTION ONE: SICK LEAVE

- A. All bargaining unit members shall earn one (1) day of sick leave for each month worked accumulating up to ten (10) days for the school year.
- B. Starting in their second year of employment, as determined by their anniversary date, bargaining unit members shall receive ten(10) sick days at the beginning of each school year. The unused portion of any employee's sick leave shall accumulate to a maximum allowance of one hundred forty (140) days. If an employee were to resign from employment with the District prior to the end of his/her contractual year, that employee would be entitled to only that number of sick days which is approximately equal to the portion of the year which he/she worked. Sick days used above that proportional number would be deducted from the employee's last paycheck.
- C. The Board shall furnish each bargaining unit member with a written statement within thirty (30) days of the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- D. It is the employee's responsibility to contact his/her immediate supervisor or designee to report an absence for sick leave. When reporting, the employee is to state who they are, the specific reason for the absence, and how long, if known, they will be absent. The Board may require medical proof of illness in writing if the employee has demonstrated chronic absenteeism.

SECTION TWO: SICK DAY USAGE

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by personal illness, pregnancy, injury, or for medical, dental or optical examination or treatment.
- B. The bargaining unit member shall be allowed to use sick time for illness in the immediate family. Immediate family shall be interpreted a spouse,

parent, children, grandchildren, father and mother-in-law, and grandparents.

SECTION THREE: BEREAVEMENT LEAVE

The bargaining unit member shall be granted a maximum of four (4) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, grandparents, brother, sister, brother-in-law, sister-in-law, step-parent, step-brother, step-sister, stepchildren and step-grandparents.

SECTION FOUR: LEAVE EXTENSION

The Superintendent, acting on his/her discretion, may extend immediate family illness or bereavement leave days. Any additional days will be deducted from the bargaining unit member's sick leave days.

SECTION FIVE: EMPLOYMENT RELATED INJURY

- A. Absences due to documented injury or illness incurred in the course of the bargaining unit member's employment may, at the option of the employee, be charged against the bargaining unit member's sick leave days on a pro-rata basis to the extent required in addition to Worker's Compensation benefits received to match the employee's regular paycheck provided however, that the Board's responsibility to the employee's salary compensation or benefits shall only be what is available through Worker's Compensation or as required by law.
- B. Upon expiration of the sick leave, the employee who qualifies for Worker's Compensation benefits shall be placed on an unpaid leave of absence as stated under Article 13.

SECTION SIX: PERSONAL BUSINESS LEAVE

- A. The employee shall be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular workday.

- B. Personal business leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.
- C. A bargaining unit member planning to use a Personal Business Leave Day, or days, shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency in which case they must notify the supervisor prior to taking such a day. Exceptions may be granted by the Superintendent.
- D. An applicant for a Personal Business Leave Day may be required by the Superintendent or his/her designee to state the reason for such absence.
- E. Personal Business Leave Days shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.
- F. A bargaining unit member shall be granted a Personal Business Leave Day depending upon availability of substitutes.
- G. Unused Personal Business Leave Days shall be carried forward to the next year as sick days.

SECTION SEVEN: JUDICIAL LEAVE

- A. Any employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Board.
- B. Any employee who is subpoenaed to testify during work hours in any school related judicial or administrative matter not initiated by the member or by the Association, shall be paid his/her full compensation and benefits for such time less any compensation, except mileage payment, received for such witness service.
- C. All other judicial leaves shall be deducted from any personal days or sick leave the bargaining unit member has accrued.

- D. In order to receive payment, an employee must give the Building Principal prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

SECTION EIGHT: DEPLETED SICK LEAVE

If a bargaining unit member has depleted his/her sick leave allowance, he/she may continue to be absent upon request and approval from the Board, but absences, thereafter, shall be unpaid.

ARTICLE 13 UNPAID LEAVES

SECTION ONE: LEAVE OF ABSENCE

A leave of absence for up to one (1) year without pay or benefits, except as provided for in the Family Medical Leave Act, may be granted by the Board upon written request from a bargaining unit member. Requests for a leave of absence must be submitted at least thirty (30) calendar days (exceptions may be given by the Superintendent) prior to the requested beginning date of leave and shall include the reason for the leave along with the notification of the beginning and ending dates of said leave. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.

- A. At the discretion of the Board, a one (1) year extension may be granted.
- B. If the Board becomes aware of the employee not fulfilling the intent of the leave, the Board has the right to revoke the leave and/or discipline the employee.
- C. Contingent upon availability of substitutes, a short term leave of absence may be granted by the Superintendent.

- D. During the duration of any unpaid leave granted, the Board may fill the temporary vacancy created with a "substitute" employee who shall be paid at the regular substitute rate and shall not be a member of the bargaining unit by virtue of such extended substitute status.
- E. While on unpaid leave of absence employees shall not be entitled to compensation or fringe benefits (such as workers compensation insurance, nor any other type of insurance protection provided under this Agreement) and shall not accrue further contractual benefits (such as sick leave, personal leave, or seniority for the purposes of advancement on the salary schedule). These benefits shall be frozen at the employee's current status.
- F. Return from Leave: A bargaining unit member returning from an unpaid leave of absence shall be reinstated to the same position he/she held when the leave began or a similar position. Failure to return to active duty upon expiration of an unpaid leave shall be conclusively deemed a voluntary quit.
- G. This Article shall not deprive employees of their rights under the Family Medical Leave Act or any other Federal or State statutes.
- H. All unpaid leave hours will have to be pre-approved by the building principal.

ARTICLE 14 EVALUATION

- A. The Board may conduct annual evaluations for the primary purpose of assisting employees to improve their performance. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. All written evaluations are to be placed in the bargaining unit member's personnel file.
- B. All observation of the work of each bargaining unit member shall be conducted in person by the Building Principal or Superintendent and with the full knowledge of the bargaining unit member.

- C. The evaluation shall be by personal observations of the bargaining unit member's work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria may not be limited to the actual performance of the job duties but may also include how the employee relates to his/her peers, students, parents, supervisor, and administration.
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. Following each formal evaluation, a conference will be held to discuss the evaluation. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
- E. If the Building Principal believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Board towards that improvement.
- F. In the event a bargaining unit member is not continued in employment, the Board will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association except during the probationary period as set forth in Article 1, Section Three, Clause B.

ARTICLE 15
PROFESSIONAL DEVELOPMENT

- A. All bargaining unit members may be offered voluntary professional development training opportunities outside normal work hours. Bargaining unit members shall be paid an amount negotiated by the Association and the Board for such training opportunities. Employees may take compensatory time in lieu of pay upon prior approval of the Superintendent or his/her designee.

- B. If professional development training is provided during normal work hours the Board, at its sole discretion, may designate mandatory attendance by any or all bargaining unit members. Any absences shall require appropriate documentation as determined by the Board.

ARTICLE 16
COMPENSATION

- A. The salaries, wages, and supplementary compensation of employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and incorporated in this Agreement.
- B. Michigan Public Schools Employee Retirement shall be paid by the Board.
- C. Any contract wage increase, or step advancement shall take place on the first work-day after June 30 of each subsequent year.
- D. The Board shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Board and the employee.
- E. Longevity
 - 1. All employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After	10 years	\$175.00
	15 years	225.00
	20 years	275.00
	25 years	325.00
	30 years	375.00
	35 years	425.00
 - 2. The longevity compensation will be paid to the employee on the first pay period in December.
- F. Upon retirement, an employee who has completed a minimum of ten (10) years of continuous service with the Union City Community Schools shall

be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

1. An employee will not be entitled to this payment if claimed under another District Agreement.

ARTICLE 17 FRINGE BENEFITS

SECTION ONE: INSURANCE

Each employee may purchase insurance at current group rates and at his/her own expense through payroll deduction or direct cash payment to the Business Office. The bargaining unit member selecting this option shall pay the premium one month in advance or when each premium payment is due as determined by the Board. If the bargaining unit member fails to complete the contract year or to pay the premium amount within the appropriate timeline, the Board is under no obligation to pay any of the premium amount and the policy will immediately terminate. If the policy is terminated, the employee may only reapply during the open enrollment period at the beginning of the next school year.

- A. The Board shall have the exclusive right to select the insurance carrier and to hold the policy on any insurance carrier.
- B. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board.

SECTION TWO: HOLIDAYS

- A. The Board shall pay for the regularly scheduled hours of each bargaining unit member for the following holidays.
 1. Thanksgiving Day
 2. Day after Thanksgiving
 3. Christmas Day
 4. New Year's Day
 5. Good Friday
 6. Memorial Day

7. Labor Day*

*Goes into effect with a pre-Labor Day start.

- B. To be eligible for holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 20th day of June, 2022.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

Superintendent

Negotiator

Date

Date

Board President

Negotiator

Date

Date

Paraprofessional
Salary Schedule
2022-2023

	2022-23
Probationary	\$15.00
1	\$15.50
2	\$15.75
3	\$16.00
4	\$16.25
5	\$16.50
6	\$16.75
7	\$17.00
8	\$17.25
9	\$17.50
10	\$17.75
11	\$18.00

**UNION CITY COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM**

Grievance# _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

Submit to Supervisor in Duplicate

Building Assignment Name of Grievant Date

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature _____ Date _____

C. Disposition of Supervisor: _____

Signature of Supervisor _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

GRIEVANCE REPORT FORM (cont'd)

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature _____ Date _____

C. Position of Grievant and/or Association: _____

Signature _____ Date _____

STEP 3

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Signature _____

Date _____

COLLECTIVE BARGAINING AGREEMENT
2022-2023

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter referred to as the "Board") and the Union City Local Association of Clerical/Secretarial Employees (hereinafter referred to as the "Association");

WITNESSETH:

ARTICLE 1
PURPOSE AND RECOGNITION

SECTION ONE: PURPOSE

The general purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby and to set forth the terms and conditions of employment.

SECTION TWO: RECOGNITION

The Board, pursuant to the adoption of a Board of Education Resolution on June 28, 2000, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

SECTION THREE: EMPLOYEE DEFINED

- A. The word "employee" as used herein shall include:
1. Category 1 - Building Secretary
 2. Category 2 - High School Student Service Secretary
- B. A new employee shall be on probationary status for the first sixty (60) workdays. If at any time prior to the completion of the probationary period, the employee's work performance is

unsatisfactory, he/she may be dismissed by the Board without appeal by the Association.

SECTION FOUR: LIMITATIONS

- A. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- C. This Agreement shall constitute an obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- D. Special Meetings between the Association and the Board or Superintendent may be called by mutual agreement for the purpose of discussing important matters. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

ARTICLE 2 BOARD RIGHTS

SECTION ONE: BOARD RIGHTS

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

foregoing but not in conflict with the conditions of this Agreement, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge, suspend, or demote an employee with cause, and to promote and transfer employees.
- C. To assign and direct its personnel, determine the number of shifts and hours of work, establish start times, schedule all the foregoing, and to modify or change the assignment/direction/job descriptions as needed.
- D. To assign work and extra duties to employees, determine the size of the work force and to layoff and recall employees.
- E. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation.
- F. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

SECTION TWO: SUBCONTRACTING

The Board or its designee shall have the right to subcontract that work, which, in its judgment, it does not have the available manpower to perform, proper equipment, capacity or ability to perform, or cannot perform in an efficient or economical manner. If due to a financial necessity, subcontracting of work would eliminate regularly scheduled hours, jobs and/or cause the laying off of personnel covered by this Agreement the Board agrees to meet with the Association to bargain the impact of such subcontracting.

SECTION THREE: LIMITATIONS

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and

discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

SECTION FOUR: EMERGENCY SUBSTITUTE

Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the District.

ARTICLE 3 ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities at reasonable hours to conduct meetings of the Association or to transact Association business provided this shall not interfere with or interrupt normal operations. All use of District facilities shall be scheduled through the appropriate administrative personnel. Such use will be governed by policies adopted by the Board for the use of its facilities.
- B. The Association shall have the right to use District equipment such as copy machines, computer equipment, fax machines, phones or typewriters if operated by a qualified bargaining unit member so as not to interfere in any way with the normal operations of the school. The Association shall reimburse the District for any cost incurred and shall be responsible for the proper operation of all such equipment and shall be liable for any damages caused to said equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use the internal mail delivery system of the Board without cost, and the Board shall provide mailboxes for all employees.

- D. The Board agrees to furnish the Association, in response to reasonable requests, such public information as required by law, which may be available. The Board shall not have to compile any information that is not already in a format required by state or federal laws in regards to a report format. The Board agrees to supply the request in a timely manner. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available as determined by the Board.
- E. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- F. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the District shall be promptly reported to the Board.
- G. In the event a complaint or charge is made by another employee or any person or group not employed by the District against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- H. Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the District.

ARTICLE 4
EMPLOYEE CONDUCT AND DISCIPLINE

- A. No non-probationary bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed, provided, however, that during the probationary period, as set forth in Article 1, Section Three, Clause B, a probationary employee may be discharged by the Board for any reason deemed

in the best interest of the District. The Board retains the sole discretion to this right.

- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board.
 - 1. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised by the Board of the right to representation under this provision of the Agreement prior to the scheduled meeting.
 - 2. When a request for such representation is made, no action (except as stated in Clause 3 below) shall be taken with respect to the employee until such representative of the Association is present.
 - 3. Immediate disciplinary action without representation may be taken by the Board if the alleged offense is of a very serious nature.
 - a. Such immediate disciplinary action must be followed by a subsequent meeting where representation shall be available to the member upon request.
- C. The normal disciplinary procedure shall consist of the following, however nothing in this Agreement shall preclude the administration, in its sole discretion, from moving to any advanced step depending upon the seriousness of the offense:
 - 1. verbal
 - 2. written
 - 3. suspension - with or without pay
 - 4. discharge
- D. In the case of the dismissal, demotion, discharge or suspension of a bargaining unit member the Association and member shall be given written notification of the action taken by the Board and the reasons for the discipline as soon as reasonably possible. Causes which shall be deemed sufficient for disciplinary action include, but are not limited to the following:

1. Unauthorized or excessive absence from work;
 2. Commitment or conviction of any criminal infraction of law depending upon the seriousness of the offense or the frequency of the offenses;
 3. Inappropriate or immoral conduct involving students or staff;
 4. Insubordination;
 5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or illegal drugs of any kind in any degree whatsoever;
 6. Willful violation of any provision of this Agreement;
 7. Negligence or willful damage to school property or misappropriation of school supplies or equipment;
 8. Deliberate falsification of any records or reports; or
 9. Not performing job duties in a satisfactory manner.
- E. No suspension shall be effective for a period of more than twenty (20) workdays without the prior approval of the Board.
- F. Employees covered by this Agreement may be required to submit to a drug and/or alcohol test for reasonable cause. The cost of this testing shall be paid by the Board. If an employee tests positive for any illegal drug, nonprescription drug or alcohol, they will immediately be placed on an unpaid leave for a period of time set by the sole discretion of the Board or its designee. The employee must submit documented evidence of a negative test before they will be allowed to return to work. The cost of additional testing shall be at the expense of the Board. The returning employee as a condition of continuing their employment with the District may be subject to more frequent drug/alcohol testing as well as a written contract with the Board defining further employee requirements. Any employee who tests positive may be referred to the appropriate legal authorities for an investigation. Employees who have tested positive shall be subject to disciplinary action up to and including immediate discharge. Failure to comply with this section or a second positive test shall be considered misconduct and reason for immediate discharge with loss of all benefits, rights and privileges under this Agreement.
- G. A bargaining unit member will have the right to review the contents of the official personnel records maintained in the Superintendent's office pertaining to said bargaining unit member,

originating after initial employment, and to have a representative of the Association accompany him/her in such review. The bargaining unit member must submit a written request to the Superintendent allowing for a reasonable time to comply. The Board shall have a representative at the records review at a mutually agreeable time.

ARTICLE 5
WORK YEAR, WORKWEEK, AND WORKDAY

- A. The normal workday schedule for all employees shall be established by the Board based on the Board's determination of the needs and resources of the Board and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultations with the Association. However, if emergency situations arise, as determined by the Board, the Board has the sole discretion to reduce the number of hours without prior consultation with the Association.

- B. Employees in Categories 1 and 2 shall work the following:
 - 1. The work year shall begin ten (10) workdays before the first day for students (if this falls on a Tuesday, the work year will start on Monday) and end ten (10) workdays after the teacher's work year.
 - 2. Eight (8) hours a day and forty (40) hours per week.
 - 3. The employee shall have a thirty (30) minute duty-free paid lunch period.

- D. All employees may be required to work overtime from time to time as determined by the Board. Overtime (any work beyond forty (40) hours per week) shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay during a regularly scheduled workweek. Compensatory time may be allowed at the discretion of the Superintendent or his/her designee. Any compensatory time so accrued must be used within the current school year or the employee will be paid the appropriate amount of overtime pay.

- E. If an employee uses paid leave (sick or personal) it cannot be counted whenever overtime would be calculated unless the employee is directed to work beyond his/her normally scheduled

workweek. The hours then, beyond forty (40), shall be counted as overtime.

- F. Bargaining unit members shall be entitled to a fifteen (15) minute relief period, as possible or as scheduled by their immediate supervisor, for each four (4) hours of work.

- G. All employees will fill out time cards as required by the Board and submit them to the Building Principal for signature in a timely manner.

ARTICLE 6
SCHOOL CLOSURE/DISMISSAL

SECTION ONE: SCHOOL CLOSURE

- A. When school is closed due to inclement weather conditions or any other reason deemed necessary by the Board or its designee, the Board shall have the right to reschedule any days or hours lost for which the District is not permitted to count under Michigan statute and/or Department of Education administrative rules in effect at the time.

- B. When school is closed and unless notified by the Superintendent or his/her designee all bargaining unit members will have the option to report to work no later than 9:00 a.m. and work a maximum of six (6) hours. All employees will be paid their regular daily pay for such days.

- C. In case of make-up (rescheduled) days with students beyond the days allowed by statutory provisions and/or administrative rules in effect at the time, all employees who are required to work on any such rescheduled days will be paid their regularly daily/hourly rate of pay for such days.

- D. When an act of nature, or a Board directive, forces the closing of a school or other facility of the Board, reasonable effort shall be made to make such public announcements prior to 6:30 a.m.

SECTION TWO: SCHOOL DELAY

- A. In case of a school delay, all bargaining unit members will report to work at their regularly scheduled time. If the delay turns into a school closing the bargaining unit members workday shall end on the same basis as when students are sent home early.
- B. If the school is delayed or closed, the Board reserves the right in its sole discretion to call any employees into work on an "as needed" basis. These employees will be paid their regularly hourly rate for the hours they work.

SECTION THREE: EARLY DISMISSAL

When students are sent home early because of individual building closings or a District wide closing due to inclement weather or other emergency, the employees are required to remain at work. With the approval from the Superintendent employees may be dismissed early without loss of pay with the understanding that any such dismissal is independent and no precedent shall be established or inferred.

ARTICLE 7 GENERAL WORKING CONDITIONS

SECTION ONE: UNSAFE WORK

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. At the Board's discretion, employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.

SECTION TWO: FACILITIES AND EQUIPMENT

The Board shall provide for each school facility to the extent reasonably available:

- A. Parking facilities.
- B. Telephone facilities for work-related use only. Other phone calls of a personal nature will be charged to the employee.

- C. Approved first aid kits and materials in each office and appropriate training in the handling of blood, blood products and other bodily products.

ARTICLE 8
SENIORITY

- A. Seniority shall be defined as length of continuous service in the bargaining unit commencing with the last date of hire. If two (2) or more employees have the same service entrance date, the employee with the lowest last four digits of the social security number shall be determined to be the most senior.
- B. All employees shall accrue seniority on a yearly basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to his/her first day of work.
- C. The Board shall maintain an up-to-date seniority list. The seniority list will be updated each school year and a copy provided to each bargaining unit member. The seniority list, as provided by the Board, shall be conclusively deemed irrevocably to be accurate if no objection(s) is received within five (5) working days of their issuance.
- D. Seniority shall be lost in all positions if the employee;
 - 1. resigns or retires,
 - 2. is discharged, or
 - 3. does not return to work in accordance with Article 10, Section Three, Clause B.

ARTICLE 9
VACANCY, TRANSFER, AND RESIGNATION

SECTION ONE: VACANCY DEFINED

A vacancy shall be defined as a newly created position or a present position that is not filled and which the Board intends to fill. A vacancy does not pertain to the extension of hours/time an employee works in a particular position.

SECTION TWO: TRANSFER DEFINED

A transfer shall be defined as a movement from one category to another. A change in assignment, location of assignment or hours of work shall not be deemed a transfer.

SECTION THREE: VACANCY POSTING

All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays.

- A. Postings shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Category
 - 7. Minimum qualifications as reflected in the job description
- B. Qualifications in all instances in this Agreement shall be determined by the Board or its designee.
- C. Interested bargaining unit members must apply in writing to the Superintendent or his/her designee within the ten (10) day posting period.

SECTION FOUR: TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the seniority, qualifications, and the interests and aspirations of the employees. The Board agrees to give full and equal consideration to present staff members in all vacancies covered by this Agreement. The Association recognizes that the Superintendent or his/her designee has the sole right to assign employees to positions for which they are qualified. When a vacancy occurs during the work year, the Board may temporarily fill a position for the remainder of the work year in order to minimize any disruption in the educational program, provided however, that notice of the vacancy for the next school year shall be posted at the time the vacancy is temporarily filled.

- B. A bargaining unit member may request a transfer for a different position by submitting a written request to the Superintendent and filing a copy of said request with the president of the Association. The request shall set forth the position sought, the member's qualifications for the position sought, and the reason(s) for the request.

- C. In the event of filling a vacancy or voluntary transfer from one category to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform in the new position. The Board shall give the bargaining unit member reasonable assistance to enable him/her to perform up to the Board's standards in the new position. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The Board may place a substitute in the bargaining unit member's vacated position during the thirty (30) day trial.

- D. Involuntary transfers of bargaining unit members are to be effected only for reasonable cause. The Association understands that only the Board or its designee has the authority to involuntarily transfer bargaining unit members.

- E. An employee voluntarily transferring, involuntarily transferring or filling a vacancy in a category within the bargaining unit with a higher pay scale will be placed on the salary schedule so that his/her new step shall be the closest to his/her previous pay but not less than his/her previous pay. An employee voluntarily transferring, involuntarily transferring or filling a vacancy in a category within the bargaining unit with a lower pay scale will be placed on the salary schedule according to their current seniority in the bargaining unit.

SECTION FIVE: RESIGNATION

A bargaining unit member must give twenty (20) workday's notice of resignation. By mutual agreement this time period may be shortened.

ARTICLE 10
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

SECTION ONE: REDUCTION IN PERSONNEL

- A. The Board expressly retains the authority to effectuate a reduction in personnel whenever the Board shall, in its sole discretion, determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall, in its sole discretion, determine to have made such action necessary or advisable.

- B. When there is a reduction in the work force, bargaining unit members shall be laid off in accordance with seniority. The employee with the least seniority within a category shall be laid off first. A bargaining unit member with greater seniority, regardless of category, may displace the bargaining unit member with the least seniority provided:
 - 1. the senior bargaining unit member is qualified as determined by the Board; and
 - 2. the senior bargaining unit member can satisfactorily perform the duties of the position as outlined in the job description and/or performed by the current employee.
 - a. The bargaining unit member shall be given a thirty (30) day trial in which to demonstrate his/her ability to satisfactorily perform in the new position.
 - b. If, at any time during the thirty (30) day probation period, the employee is deemed unsatisfactory, or does not wish to continue in the position, he/she will be placed on layoff status.

SECTION TWO: LAYOFF

Whenever an employee is to be laid off, the Board shall notify the bargaining unit member and the Association President. Such notice shall have an effective layoff date of no less than twenty (20) working days from the date of notice if delivered during the school year.

SECTION THREE: RECALL

- A. Laid-off bargaining unit members shall be recalled in accordance with seniority. The bargaining unit member with the greatest seniority shall be recalled first provided they are qualified and are able to perform the duties of the job that is open.
- B. When recalling laid off bargaining unit members, the Board will notify them by certified mail at their last known address. If such bargaining unit member does not notify the Board within twenty (20) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the Superintendent, he/she will be considered as having quit and all seniority, rights and benefits under this Agreement shall be terminated. The Board may fill the position on a temporary basis until the recalled employee can report for work. Should an employee on layoff refuse recall to a position equal to or in excess of the hours worked at the time of layoff, for which he/she is qualified, such refusal shall constitute termination of employment.
- C. In the event of a reduction in the work hours in a category, a bargaining unit member with the greater seniority within the same category may maintain his/her normal work schedule by displacing a bargaining unit member with less seniority.
- D. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION ONE: OBJECTIVE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement.

SECTION TWO: DEFINITION

- A. The term "grievance" shall mean; a claim or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
1. The term "grievance" as defined above shall not apply to the discharge of a probationary employee.
 2. Unless specified otherwise, days are workdays not calendar days.

SECTION THREE: HEARING LEVELS

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall, within five (5) days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided here under.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days thereafter. Within seven (7) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee, within fifteen (15) days after

the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within fifteen (15) days after the conclusion of the meeting, the grievance shall be transmitted to the Board within ten (10) days thereafter. At the next regularly scheduled Board of Education meeting, the Board shall meet with the grievant(s) as long as the Board has ten (10) days prior to the next regularly scheduled Board of Education meeting. If not, a special Board of Education meeting may be called at the discretion of the Board to hear the grievance. The Board or its designee within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

- E. Formal Level 4: If the grievance remains unresolved at the conclusion of Level 3, it may be submitted for arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent within the ten (10) days after the date of the decision under Level 3. Following the written notice of request for submission to arbitration, the Association representative and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The Association must file for arbitration within five (5) days from the date when the parties failed to select an arbitrator.

- F. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

- G. The arbitrator:
 - 1. shall have no power to alter, add or subtract or modify the terms of this Agreement; or

2. shall not have the power to make awards retroactive before July 1 of the school fiscal year in which the grievance was filed.
- H. The following are excluded from arbitration and the Board's disposition shall be final and binding as to any grievance with regard to any of the following:
1. The termination of any probationary employee or failure to reemploy any probationary employee.
 2. Any matter dealing with negotiations.
 3. Any matter for which the basis of the grievance is not the express terms of this agreement, including any and all allegations of the employee rights created by or through the federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or state administrative agency.
- I. The decision of the arbitrator shall be final.
- J. No individual shall have the right to appeal a grievance to arbitration without the authorization of the Association.

SECTION FOUR: PROCEDURE

Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified, shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdraw

ARTICLE 12

PAID LEAVES

SECTION ONE: SICK LEAVE

- A. All bargaining unit members shall earn one (1) day of sick leave for each month worked accumulating up to ten (10) days for the school year.
- B. Starting in their second year of employment, as determined by their anniversary date, bargaining unit members shall receive ten (10) sick days at the beginning of each school year. The unused portion of any employee's sick leave shall accumulate to a maximum allowance of one hundred forty (140) days. If an employee were to resign from employment with the District prior to the end of his/her contractual year, that employee would be entitled to only that number of sick days which is approximately equal to the portion of the year which he/she worked. Sick days used above that proportional number would be deducted from the employee's last paycheck.
- C. The Board shall furnish each bargaining unit member with a written statement within thirty (30) days of the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- D. It is the employee's responsibility to contact his/her immediate supervisor or designee to report an absence for sick leave. When reporting, the employee is to state who they are, the specific reason for the absence, and how long, if known, they will be absent. The Board may require medical proof of illness in writing if the employee has demonstrated chronic absenteeism.

SECTION TWO: SICK DAY USAGE

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by personal illness, pregnancy, injury, or for medical, dental or optical examination or treatment.

- B. The bargaining unit member shall be granted a maximum of four (4) days of paid leave for illness in the immediate family. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, and grandparents.

SECTION THREE: BEREAVEMENT LEAVE

The bargaining unit member shall be granted a maximum of four (4) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, grandparents, brother and sister.

SECTION FOUR: LEAVE EXTENSION

The Superintendent, acting on his/her discretion, may extend immediate family illness or bereavement leave days. Any additional days will be deducted from the bargaining unit member's sick leave days.

SECTION FIVE: EMPLOYMENT RELATED INJURY

- A. Absences due to documented injury or illness incurred in the course of the bargaining unit member's employment may at the option of the employee be charged against the bargaining unit member's sick leave days on a pro-rata basis to the extent required in addition to Worker's Compensation benefits received to match the employee's regular paycheck provided however, that the Board's responsibility to the employee's salary compensation or benefits shall only be what is available through Worker's Compensation or as required by law.
- B. Upon expiration of the sick leave, the employee who qualifies for Worker's Compensation benefits shall be placed on an unpaid leave of absence as stated under Article 13.

SECTION SIX: PERSONAL BUSINESS LEAVE

- A. The employee shall be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular workday.
- B. Personal business leave shall not be used for other employment or the seeking of other employment, or for

social, recreational, vacation or other similar purposes.

- C. A bargaining unit member planning to use a Personal Business Leave Day, or days, shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency in which case they must notify the supervisor prior to taking such a day. Exceptions may be granted by the Superintendent.
- D. An applicant for a Personal Business Leave Day may be required by the Superintendent or his/her designee to state the reason for such absence.
- E. Personal Business Leave Days shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.
- F. A bargaining unit member shall be granted a Personal Business Leave Day depending upon availability of substitutes.
- G. Unused Personal Business Leave Days shall not accumulate from year to year.

SECTION SEVEN: JUDICIAL LEAVE

- A. Any employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Board.
- B. Any employee who is subpoenaed to testify during work hours in any school related judicial or administrative matter not initiated by the member or by the Association, shall be paid his/her full compensation and benefits for such time less any compensation, except mileage payment, received for such witness service.
- C. All other judicial leaves shall be deducted from any personal days or sick leave the bargaining unit member has accrued.
- D. In order to receive payment, an employee must give the Building Principal prior notice that he/she has been summoned for jury

duty, and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

SECTION EIGHT: DEPLETED SICK LEAVE

If a bargaining unit member has depleted his/her sick leave allowance, he/she may continue to be absent upon request and approval from the Board, but absences thereafter, shall be unpaid.

ARTICLE 13 UNPAID LEAVES

SECTION ONE: LEAVE OF ABSENCE

A leave of absence for up to one (1) year without pay or benefits, except as provided for in the Family Medical Leave Act, may be granted by the Board upon written request from a bargaining unit member. Requests for a leave of absence must be submitted at least thirty (30) calendar days (exceptions may be given by the Superintendent) prior to the requested beginning date of leave and shall include the reason for the leave along with the notification of the beginning and ending dates of said leave. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.

- A. At the discretion of the Board, a one (1) year extension may be granted.
- B. If the Board becomes aware of the employee not fulfilling the intent of the leave, the Board has the right to revoke the leave and/or discipline the employee.
- C. Contingent upon availability of substitutes, a short-term leave of absence may be granted by the Superintendent.
- D. During the duration of any unpaid leave granted, the Board may fill the temporary vacancy created with a "substitute" employee who shall be paid at the regular substitute rate and shall not be a member of the bargaining unit by virtue of such extended substitute status.

- E. While on unpaid leave of absence employees shall not be entitled to compensation or fringe benefits (such as workers compensation insurance, nor any other type of insurance protection provided under this Agreement) and shall not accrue further contractual benefits (such as sick leave, personal leave, or seniority for the purposes of advancement on the salary schedule). These benefits shall be frozen at the employee's current status.
- F. Return from Leave: A bargaining unit member returning from an unpaid leave of absence shall be reinstated to the same position he/she held when the leave began or a similar position. Failure to return to active duty upon expiration of an unpaid leave shall be conclusively deemed a voluntary quit.
- G. This Article shall not deprive employees of their rights under the Family Medical Leave Act or any other Federal or State statutes.

ARTICLE 14
EVALUATION

- A. The Board may conduct annual evaluations for the primary purpose of assisting employees to improve their performance. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. All written evaluations are to be placed in the bargaining unit member's personnel file.
- B. All observation of the work of each bargaining unit member shall be conducted in person by the Building Principal or Superintendent and with the full knowledge of the bargaining unit member.
- C. The evaluation shall be by personal observations of the bargaining unit member's work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria may not be limited to the actual performance of the job duties, but may also include how the employee relates to his/her peers, students, parents, supervisor, and administration.

- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. Following each formal evaluation, a conference will be held to discuss the evaluation. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
- E. If the Building Principal believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Board towards that improvement.
- F. In the event a bargaining unit member is not continued in employment, the Board will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association except during the probationary period as set forth in Article 1, Section Three, Clause B.

ARTICLE 15
PROFESSIONAL DEVELOPMENT

- A. All bargaining unit members may be offered voluntary professional development training opportunities outside normal work hours. Bargaining unit members shall be paid an amount negotiated by the Association and the Board for such training opportunities. Employees may take compensatory time in lieu of pay upon prior approval of the Superintendent or his/her designee.
- B. If professional development training is provided during normal work hours the Board, at its sole discretion, may designate mandatory attendance by any or all bargaining unit members. Any absences shall require appropriate documentation as determined by the Board.

ARTICLE 16
COMPENSATION

- A. The salaries, wages, and supplementary compensation of employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and incorporated in this Agreement.
- B. Any employee working in more than one (1) category, for the purposes of benefits and pay, shall be at the separate pay rate for each work category.
- C. Michigan Public Schools Employee Retirement shall be paid by the Board.
- D. Any contract wage increase or step advancement shall take place on the first work day after June 30 of each subsequent year.
- E. The Board shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Board and the employee.

F. Longevity

- 1. All employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 5 years	\$125.00
10 years	175.00
15 years	225.00
20 years	275.00
25 years	325.00
30 years	375.00
35 years	425.00

- 2. The longevity compensation will be paid to the employee on the first pay period in December.

- G. Upon retirement, an employee who has completed a minimum of ten (10) years of continuous service with the Union City

Community Schools shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

ARTICLE 17
FRINGE BENEFITS

SECTION ONE: INSURANCE

- A. The District, for a twelve month period (September 1 - August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during open enrollment (or upon hire, as allowed by the carrier). The decision shall be irrevocable for that school year unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 Plan developed and administered by the District.
- B. Plan A (employee plan including health insurance).

The following insurance plan will be provided to full-time employees (and their eligible dependents) who have a need for health insurance.

1. Health
 - a. Deductibles: (Fully Reimbursed Within Network.)
 - b. \$5 co-pay on all prescription drugs.
2. Dental
3. Vision
4. Term Life-\$50,000 (Employee Only)

The employee's premium obligation for the health insurance plan specified in Clause B Part 1 of this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq.. This obligation will be deducted equal installments based on the historical number of pay periods per year (by category). Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligations will be payroll deducted. All payments by the District for

insurance coverage shall be paid directly to the appropriate carrier.

C. Plan B (Employee plan when health insurance is not needed)

The following insurance plan will be provided to full-time employees (and their eligible dependents) who do not have need of health insurance.

1. Dental
2. Vision
3. Term Life \$50,000 (employee only)
4. A cash stipend of \$240 each pay per contract year. By entering into a salary reduction agreement, the cash amount (less employee FICA and any applicable withholding) may, at the election of the employee, be applied toward any nontaxable insurance option offered by the District pursuant to Section 125 of the Internal Revenue Code or applied all or in part to a tax-deferred annuity offered by the District pursuant to Section 403b of the Internal Revenue Code. Any employee who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

E. The health plan specifications in any coverage in this Article shall not include coverage for abortion services which the District is prohibited from funding under Section 166d of the 1997-98 State Aid Act or its successor provision.

F. Employees newly hired by the District shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application. Employees who are separating from the District through resignation or retirement will have their District paid premiums discontinued the first day of the month following the effective date of separation.

G. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Insurance benefits are provided in accordance with the

underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board. Disputes over policy coverage between the insurance carrier(s) and employees or their beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the employee and the insurance company.

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

SECTION TWO: HOLIDAYS & BREAKS

- A. The Board shall pay for the regularly scheduled hours of each bargaining unit member for the following holidays.
 - 1. Friday before Labor Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Day after Thanksgiving
 - 5. Christmas Eve
 - 6. Christmas Day
 - 7. New Year's Eve
 - 8. New Year's Day
 - 9. Christmas Break
 - 10. Spring Break
 - 11. Good Friday
 - 12. Memorial Day

- B. To be eligible for holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

Board President

Negotiator

Superintendent

Negotiator

Date

Date

SCHEDULE A
Salary Schedules
Secretaries/Clerical

Position	Step	2022-23
Building Secretary, HS Student Services Secretary	Probationary	\$17.50
	1	\$18.00
	2	\$18.25
	3	\$18.50
	4	\$18.75
	5	\$19.00
	6	\$19.25
	7	\$19.50
	8	\$19.75
	9	\$20.00
	10	\$20.25
11	\$20.50	

**UNION CITY COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM**

Grievance # _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

Submit to Supervisor in Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature _____ Date _____

C. Disposition of Supervisor: _____

Signature of Supervisor _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

GRIEVANCE REPORT FORM (cont'd)

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature _____ Date _____

C. Position of Grievant and/or Association: _____

Signature _____ Date _____

STEP 3

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Signature _____ Date _____

STEP 4

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator _____ Date _____

UNION CITY COMMUNITY SCHOOLS
Maintenance Custodian Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Alan Cross, Maintenance Custodian, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be determined by the Maintenance Supervisor.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

D. On “delay” or “inclement weather” days the employee shall work six (6) hours but may begin at an earlier time to prepare the District buildings and/or parking lots for operation.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.

6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and his eligible family.
 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 2. The employee's premium obligation for the insurance plan specified in this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. This obligation will be

deducted in twenty-six equal installments. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to one hundred twenty-five (125) days.

- B. A doctor's excuse may be required by the Superintendent to verify illness.
- C. Up to four (4) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$250.00
15 years	\$350.00
20 years	\$450.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year, unless the Superintendent agrees to allow an extension.

B. Vacation pay will be paid on the regular payday for the period in which the employee is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance/custodial employees.

XII. UNIFORMS:

- A. The employee will be furnished three (3) uniforms (shirts/pants) per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.
- C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

- A. The employee shall formally be evaluated by the Maintenance Supervisor/Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Maintenance Custodial Wages:

2022 - 2023

\$20.75 per hour

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Custodian:

For the Board:

Alan Cross

President - Amber Herman

Date

Superintendent - Chris Katz

Date

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Union City School District (hereinafter “Board”) and Amber Case (hereinafter “Administrator”) that pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, the Board does hereby employ the said Administrator for a two-year period commencing on July 1, 2022 and ending on June 30, 2024, according to the terms and conditions as described and set forth herein as follows:

Administrator shall perform the duties of High School Principal as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent of Schools.

Administrator represents that she possesses, holds, and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as may be required by law and/or by the Michigan Department of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Agreement. Administrator agrees that she will diligently and competently discharge her duties on behalf of the School District to enhance the operation of the School District and will use her best efforts to maintain and improve the quality of the programs and services of the School District.

Administrator shall be paid at an annual salary rate of not less than Ninety Two Thousand Four Hundred Dollars in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the employee’s actual work time (July 1-June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become part of this Contract.

Administrator is employed on the basis of 210 workdays of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent.

Administrator's performance shall be evaluated by the Superintendent (or her designee) at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, violation of Board policy, criminal conduct, if Administrator materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or capricious, as determined by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

This contract is subject to nonrenewal in its final year as set forth in Section 1229 of the Revised School Code. MCL 380.1229.

In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of sixty (60) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) workday period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a sixty (60) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as

described above, provided that there is reasonable likelihood that Administrator will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his/her eligible dependents for enrollment in the following insurance programs:

ANNUITY OPTION

If the administrator's spouse has health insurance, she may elect to receive, in addition the dental, vision and life insurance benefits described below, a dollar amount of \$240 per pay. If the administrator elects to receive this cash option, she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the District as a voluntary and elective contribution made through salary reduction.

If the annuity option is chosen by the administrator it shall remain in effect for the life of

this agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

HEALTH INSURANCE

Simply Blue PPO/HRA EHIM RX \$3250/\$6450 Deductible
(Health Reimbursement Account)
-Rider FB-OCSM-24 (Chirographic)
-Rider FB-RM100 and FB-PC500M (Preventative)

Deductibles (Fully Reimbursed)

\$5 co-pay on all prescription drugs

The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligations will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

DENTAL CARE INSURANCE

Dental care insurance will be provided for the administrator and her eligible family

VISION INSURANCE

A basic vision insurance plan will be provided for the administrator and her eligible family

LIFE INSURANCE

A \$50,000 life insurance policy will be provided for the administrator.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages specified in this Contract, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the premium amount for which he/she is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the above benefits. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his/her eligible dependents if

enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium amounts required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

LONG TERM DISABILITY

A long-term disability plan will be provided for the administrator.

If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of 12 days per contract year, prorated based upon actual days worked (July 1 through June 30). Unused paid leave days hereunder shall be cumulative to a maximum 165 days for absence due to personal illness or disability of Administrator.

Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

COMPENSATED LEAVE

The Administrator shall receive twelve (12) sick days per year.

Sick leave days may be accumulated to one-hundred sixty-five (165) days.

Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.

The Superintendent may grant additional time deducted from sick leave days upon request.

Upon retirement or termination of employment, after ten (10) or more years of service to the District in an administrative capacity, the administrator shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

ANNUITY

The administrator shall annually receive a tax-deferred annuity in the amount of \$3,250. Annuity payments will be deposited in equal installments with the annuity company within one week of each pay period.

PERSONAL BUSINESS LEAVE

The administrator shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

MILEAGE ALLOWANCE

The Board shall reimburse the administrator at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with his position. The administrator shall submit a monthly mileage reimbursement request to the business office.

PROFESSIONAL DUES

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

PROFESSIONAL DEVELOPMENT

The administrator may choose to enroll in a class (approved by the Superintendent) that is directly related to the administrator's job responsibilities at an accredited college or university. The administrator shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the master's degree.

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such

time or at any other time.

In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 37th Judicial Court of Michigan (Calhoun County), MCL 691.1681 *et seq*.

If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

Administrator:

For the Board:

Amber Case

President – Amber Herman

Date

Superintendent – Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Behavior Support Specialist Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Amber Miller, Behavior Support Specialist, hereinafter called the "employee".

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that she possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.
2. The work year shall begin on the first day that returning teachers report to work and end on the last day of school.
3. During the work year, when teachers are not scheduled to be present, the employee will not be required to be present.

B. The scheduled workweek shall be 32.5 hours.

1. The workday will be 7 hours long. Start and end times to be set by the building principal.
2. The workday will include a 30-minute duty free unpaid lunch.
3. On half days of school start and end times will be set by the building principal.

C. On "delay" days the employee should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.

B. The employee shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.

C. This Agreement shall not be valid unless the employee shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the employee shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the employee's contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of fourteen (14) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.

5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The wages shall be paid bi-weekly.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to ten (10) days per contract year.
 1. Sick leave days may be accumulated to one hundred twenty-five (125) days.
- B. A doctor's excuse may be required by the Superintendent to verify illness.

C. Up to four (4) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

A. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.

B. The employee is required to state the reason on the request form.

C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.

D. A personal business leave day may not precede or follow a vacation or holiday.

VIII. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$175.00
15 years	\$225.00
20 years	\$275.00

The longevity compensation will be paid to the employee on the first pay period in December

IX. HOLIDAYS

A. The Board shall pay for the regularly scheduled hours for the following holidays.

1. Thanksgiving Day
2. Day after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Memorial Day
7. Labor Day*

*Goes into effect with a pre-Labor Day start.

B. To be eligible for holiday pay, the employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

X. EVALUATION:

A. The employee shall formally be evaluated once each year by the building principal.

1. The employee will receive a written copy of the evaluation.

B. Evaluations will serve a dual purpose.

1. To provide a sound basis for employee improvement.
2. To provide an objective measure of employee effectiveness.

C. If the employee has been found deficient through the evaluation process, an action plan may be created by the Principal with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XI. LEGAL PROTECTION:

The Board shall provide the employee, at no expense to his, legal counsel and representation in any legal action brought against him as an employee and will provide liability insurance coverage against liability that results from his performance in the course and scope of employment. This section does not indemnify or save harmless the employee if said actions are determined to result from negligence, misfeasance, or malfeasance.

XII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIII. PROFESSIONAL DEVELOPMENT:

A. The employee may be asked to participate in professional development. The employee will be compensated for this time at their standard rate of pay.

XIV. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Behavior Interventionist Wages:

2022 - 2023	\$16.25 per hour
-------------	------------------

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Behavior Support Specialist:

Amber Miller

Date

For the Board:

President

Superintendent - Chris Katz

UNION CITY COMMUNITY SCHOOLS
Assistant Maintenance Supervisor Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Andy Hemker, Assistant Maintenance Supervisor, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will begin at 6:00 a.m.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

D. On “delay” or “inclement weather” days the employee shall work the normal scheduled hours but may begin at an earlier time to prepare the District buildings and/or parking lots for operation.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.

4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and his eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

If the annuity option is chosen by the administrator it shall remain in effect for the life of this Agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to ninety (90) days.
 - 2. A doctor's excuse may be required by the Superintendent to verify illness.
- B. Up to three (3) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$125.00
15 years	\$175.00
20 years	\$225.00

- A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

- A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

- B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.
- B. Vacation pay will be paid on the regular payday for the period which the employee is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance employees.

XII. UNIFORMS:

- A. The employee will be allocated \$150 toward the purchase of uniforms (shirts/pants) and/or boots per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.
- C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

- A. The employee shall formally be evaluated by the Superintendent.
 - 1. The employee will receive a written copy of the evaluation.

- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Assistant Maintenance Supervisor Salary: 2022 - 2023 \$42,000

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Andy Hemker

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Transportation Supervisor
Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Deb Frey, Transportation Supervisor, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that she possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be forty-five (45) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be 8 hours.

3. The workday will include a half hour paid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The scheduled days before and after the first day of school shall be determined by the Superintendent.

D. On “delay” or “inclement weather” days the employee shall report at the regularly scheduled time and work the normal scheduled hours.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Maintain a CDL license.
 - a. The Board shall pay all costs incurred for the licenses.
4. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.

5. Be unable to perform the duties of her position by reason of disability for a period of one hundred eighty (180) days.
6. Die
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and she shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at her own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. If the employee drives a bus due to a shortage of bus drivers:
 1. The hours driving will be included in the employee's contract.
- C. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and her eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$4000 per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and her eligible family.

D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and her eligible family.

E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to ninety (90) days.
- B. A doctor's excuse may be required by the Superintendent to verify illness.
- C. Up to three (3) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools, she shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 5 years	\$125.00
10 years	\$175.00
15 years	\$225.00
20 years	\$275.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee shall receive an additional day of vacation; the Friday before or the Monday following the holiday with the approval of the Superintendent.

XI. EVALUATION:

A. The employee shall formally be evaluated by the Superintendent.

1. The employee will receive a written copy of the evaluation.

B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with her position.

A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIII. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to her professional responsibilities and approved by the Superintendent.

XIV. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Transportation Supervisor Salary:

2022 - 2023 \$40,000

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Transportation Supervisor:

For the Board:

Deb Frey

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Food Service Director Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Deborah McDowell, Food Service Director, hereinafter called the “director”.

WITNESSETH:

I. QUALIFICATIONS:

The director will demonstrate that she possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be the number of days equal to the student year for which hot lunch is scheduled plus an additional fifteen (15) days for setup, inventory, clean up, and reports.

1. A minimum of five (5) days must be scheduled before and five (5) days after the student school year.

C. The scheduled workday shall be set by the director with the approval of the Superintendent.

1. The director shall post regular office hours.

D. When the teachers are not required to be present, the director will not be required to be present.

2. Rescheduled days to meet the State required days/hours shall be without additional compensation.

E. On “delay” days the director shall report at the regularly scheduled time.

III. CONDITIONS OF EMPLOYMENT:

A. The director shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Interview, hire, and place qualified individuals in the appropriate positions to ensure the food service programs are successful and efficient.
4. Supervise all food service personnel.
5. Establish the work schedules for all food service employees with the approval of the Superintendent.
6. Be responsible for all appropriate time sheets filled out by each food service employee.
7. Work in cooperation with the Business Office to maintain an accurate listing of students that qualify for free and reduced lunch and/or breakfast.
8. Ensure that appropriate and qualified substitutes are secured for the Food Service Department.

9. Prepare the monthly menus and all other monthly financial and State reports as needed for the food service program.
10. Attend food shows and other programs that are appropriate for the position at District expense.
11. Attend Board of Education meetings or Board committee meetings as required by the Superintendent.
12. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.
- B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the director shall:
 1. Fail to possess or continue to possess any qualifications required by law.
 2. Be convicted of a felony or of a crime involving moral turpitude.
 3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
 4. Materially breach the terms of this Agreement.
 5. Be unable to perform the duties of her position by reason of disability for a period of one hundred eighty (180) days.

6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the director and she shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the director.
 - c. The director may have legal counsel at her own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The director shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments. Upon completion of the work year, the director may receive the balance of her salary provided she informs the Business Office prior to her last pay before leaving for the summer.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the director with the following insurance programs.

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the director and her eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

1. If the annuity option is chosen by the administrator it shall remain in effect for the life of this Agreement, except that in the event of unforeseeable circumstances, such as death, divorce, or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the director and her eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the director and her eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the director.

VII. COMPENSATED LEAVE:

- A. The director shall receive one (1) sick leave day per month worked accumulating up to ten (10) days per contract year.
 - 1. Sick leave days may be accumulated to one hundred thirty (130) days.
- B. A doctor's excuse may be required by the Superintendent to verify illness.
- C. Up to three (3) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the director or her spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement, if the director has completed a minimum of ten (10) years of continuous service with the Union City Community Schools she shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to one hundred thirty (130) days.

VIII. PERSONAL BUSINESS LEAVE:

The director shall be granted two (2) non-accumulative personal businesses leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The director is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The director will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$175.00
15 years	\$225.00
20 years	\$275.00
25 years	\$325.00

- A. The longevity compensation will be paid to the employee on the first pay period in December.

X. UNIFORMS:

- A. The director will be reimbursed, with proof of purchase, up to \$100.00 toward the cost of an approved uniform(s) and/or shoes.
- B. It shall be the responsibility of the director to keep her uniform in a clean and orderly condition.

XI. EVALUATION:

- A. The director shall formally be evaluated by the Superintendent.

1. The director will receive a written copy of the evaluation.

B. If the director has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the director. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XII. MILEAGE ALLOWANCE:

The Board shall reimburse the director at the per mile rate established by the Internal Revenue Service for use of her vehicle in conducting business associated with her position.

A. The director shall submit a monthly mileage reimbursement request to the Business Office.

XIII. PROFESSIONAL DEVELOPMENT:

The director, at District expense, shall be permitted to attend classes, conferences and workshops which are related to her professional responsibilities and approved by the Superintendent.

XIV. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect

XV. CATERING

For catering contracts, the director may charge up to 15% above cost which will be paid directly to the director.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Food Service Director Salary 2021 - 2022: \$38,500

This AGREEMENT shall be in effect until June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Food Service Director:

For the Board:

Deborah McDowell

President - Amber Herman

Date

Superintendent - Chris Katz

UNION CITY COMMUNITY SCHOOLS
Technology Services Manager Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Grant Hutchins, Technology Services Manager, hereinafter called the "employee".

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled workweek shall be 40 hours.

1. The workday will be 8 hours long. The Superintendent will determine the start and end time.

2. The workday will include an hour paid lunch.

3. The summer schedule will be a flexible schedule averaging 33 hours of work time.

D. On "delay" or "inclement weather" days the employee should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
 2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
- B. The employee shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.
- C. This Agreement shall not be valid unless the employee shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the employee shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the employee's contract for an additional year.
- B. NON-RENEWAL OF CONTRACT - At the March Board of Education Meeting, the Board shall adopt a resolution of the Board's consideration of non-renewal of the contract. The employee will be notified in writing of his opportunity to meet with the Board within thirty (30) days. The Board will, by resolution, at least sixty (60) days before June 30, decide on non-renewal of the contract. Failure to notify the employee in writing at least ninety (90) days before June 30, of the Board's consideration of non-renewal, failure to notify in writing of the opportunity to meet with the Board, or failure to take action and notify the employee in writing at least sixty (60) days before June 30, of the Board's action by resolution on non-renewal will cause the contract to automatically be extended for one (1) year.
- C. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and her eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he/she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.

D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.

E. LONG TERM DISABILITY - A long term disability plan will be provided for the employee.

F. LIFE INSURANCE - A total of \$50,000 term life insurance and accidental death insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

A. The employee shall receive twelve (12) sick leave days per year.

1. Sick leave days may be accumulated to one hundred sixty-five (165) days.

B. Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

C. Upon retirement or termination of employment, after ten (10) or more years of service to the District, the employee shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

IX. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Two (2) floating days during winter break

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

X. VACATION:

The employee shall receive fifteen (15) vacation days.

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.

B. Vacation pay will be paid on the regular payday for the period which the employee is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent.

XI. EVALUATION:

A. The employee shall formally be evaluated once each year by the Superintendent.

1. The employee will receive a written copy of the evaluation.

B. Evaluations will serve a dual purpose.

1. To provide a sound basis for employee improvement.

2. To provide an objective measure of employee effectiveness.

C. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XII. LEGAL PROTECTION:

The Board shall provide the employee, at no expense to his, legal counsel and representation in any legal action brought against him as an employee and will provide liability insurance coverage against liability that results

from his performance in the course and scope of employment. This section does not indemnify or save harmless the employee if said actions are determined to result from negligence, misfeasance, or malfeasance.

XIII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIV. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XV. PROFESSIONAL DEVELOPMENT:

- A. The employee may choose to enroll in a class (approved by the Superintendent) that is directly related to the employee's job responsibilities at an accredited college or university.
- B. The employee shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the bachelor's degree.
- C. The employee, at District expense, shall be permitted to attend in state and out-of-state conferences which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Technology Services Manager Salary: 2022-2023 \$49,900.00

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Technology Services Manager:

For the Board:

Grant Hutchins

President - Amber Herman

Date

Superintendent - Chris Katz

UNION CITY COMMUNITY SCHOOLS
Custodian Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and James Clark, Custodian, hereinafter called the "employee".

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be determined by the Maintenance Supervisor.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.

7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee.
 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 2. The employee's premium obligation for the insurance plan specified in this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. This obligation will be deducted in twenty-six equal installments. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$100 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee.

D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee.

E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.

1. Sick leave days may be accumulated to one hundred (100) days.

B. A doctor's excuse may be required by the Superintendent to verify illness.

C. Up to four (4) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

D. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.

B. The employee is required to state the reason on the request form.

C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.

D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$150.00
15 years	\$250.00
20 years	\$350.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day Good Friday	
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year, unless the Superintendent agrees to allow an extension.
- B. Vacation pay will be paid on the regular payday for the period in which the employee is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance/custodial employees.

XII. UNIFORMS:

- A. The employee will be furnished three (3) uniforms (shirts/pants) per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.

C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

A. The employee shall formally be evaluated by the Maintenance Supervisor/Superintendent.

1. The employee will receive a written copy of the evaluation.

B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Maintenance Custodial Wages:

2022 – 2023

\$15.00 per hour

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Custodian:

For the Board:

James Clark

President – Amber Herman

Date

Superintendent – Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Director of Behavior Supports Working Agreement
2022 - 2024

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and James Owens, Director of Behavior Supports, hereinafter called the “administrator”.

WITNESSETH:

I. QUALIFICATIONS:

The administrator will demonstrate that he possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2024.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled workweek shall be 40 hours.

1. The workday will include an hour paid lunch.

2. The summer schedule will be a flexible schedule averaging 33 hours of work time.

D. On “delay” or “inclement weather” days the administrator should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The administrator shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job

description or as assigned from time to time by the Superintendent.

2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Attend all Board of Education meetings.

- B. The administrator shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.
- C. This Agreement shall not be valid unless the administrator shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the administrator shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the administrator's contract for an additional year.
- B. NON-RENEWAL OF CONTRACT - At the March Board of Education Meeting, the Board shall adopt a resolution of the Board's consideration of non-renewal of the contract. The administrator will be notified in writing of his opportunity to meet with the Board within thirty (30) days. The Board will, by resolution, at least sixty (60) days before June 30, decide on non-renewal of the contract. Failure to notify the administrator in writing at least ninety (90) days before June 30, of the Board's consideration of non-renewal, failure to notify in writing of the opportunity to meet with the Board, or failure to take action and notify the administrator in writing at least sixty (60) days before June 30, of the Board's action by resolution on non-renewal will cause the contract to automatically be extended for one (1) year.
- C. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the administrator shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the administrator and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the administrator.
 - c. The administrator may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The administrator shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the administrator with the following insurance programs:

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the administrator and her eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he/she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the administrator and his eligible family.

D. VISION INSURANCE - A basic vision insurance plan will be provided for the administrator and his eligible family.

E. LONG TERM DISABILITY - A long term disability plan will be provided for the administrator.

F. LIFE INSURANCE - A total of \$50,000 term life insurance and accidental death insurance will be provided for the administrator.

VII. COMPENSATED LEAVE:

A. The administrator shall receive twelve (12) sick leave days per year.

1. Sick leave days may be accumulated to one hundred sixty-five (165) days.

B. Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

C. Upon retirement or termination of employment, after ten (10) or more years of service to the District in an administrative capacity, the administrator shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

VIII. PERSONAL BUSINESS LEAVE:

The administrator shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

IX. HOLIDAYS:

A. The administrator will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Two (2) floating days during winter break

- B. When the scheduled holiday falls on a Saturday or Sunday, the administrator will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

X. VACATION:

The administrator shall receive twenty (20) vacation days.

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.
- B. Vacation pay will be paid on the regular payday for the period which the administrator is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent.

XI. EVALUATION:

- A. The administrator shall formally be evaluated once each year by the Superintendent.
 - 1. The administrator will receive a written copy of the evaluation.
- B. Evaluations will serve a dual purpose.
 - 1. To provide a sound basis for administrative improvement.
 - 2. To provide an objective measure of administrative effectiveness.
- C. If the administrator has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the administrator. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XII. LEGAL PROTECTION:

The Board shall provide the administrator, at no expense to his, legal counsel and representation in any legal action brought against him as an

administrator and will provide liability insurance coverage against liability that results from his performance in the course and scope of employment. This section does not indemnify or save harmless the administrator if said actions are determined to result from negligence, misfeasance, or malfeasance.

XIII. MILEAGE ALLOWANCE:

The Board shall reimburse the administrator at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The administrator shall submit a monthly mileage reimbursement request to the Business Office.

XIV. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XV. PROFESSIONAL DEVELOPMENT:

- A. The administrator may choose to enroll in a class (approved by the Superintendent) that is directly related to the administrator's job responsibilities at an accredited college or university.
- B. The administrator shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the master's degree.
- C. The administrator, at District expense, shall be permitted to attend in state and out-of-state conferences which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Director of Behavior Support Salary:	2022-2023	\$75,000.00
	2023-2024	TBD

This AGREEMENT shall be in effect until June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Director of Behavior Supports:

For the Board:

James Owens

President - Amber Herman

Date

Superintendent - Chris Katz

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Union City School District (hereinafter “Board”) and Jamie Thomas (hereinafter “Administrator”) that pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, the Board has and does hereby employ the said Administrator for a two-year period commencing on July 1, 2022 and ending on June 30, 2024, according to the terms and conditions as described and set forth herein as follows:

Administrator shall perform the duties of Middle School Principal as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent of Schools.

Administrator represents that she possesses, holds, and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as may be required by law and/or by the Michigan Department of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Agreement. Administrator agrees that she will diligently and competently discharge her duties on behalf of the School District to enhance the operation of the School District and will use her best efforts to maintain and improve the quality of the programs and services of the School District.

Administrator shall be paid at an annual salary rate of not less than Ninety thousand Four Hundred Dollars in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the employee’s actual work time (July 1-June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become part of this Contract.

Administrator is employed on the basis of 210 workdays of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent.

Administrator's performance shall be evaluated by the Superintendent (or her designee) at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, violation of Board policy, criminal conduct, if Administrator materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or capricious, as determined by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

This contract is subject to nonrenewal in its final year as set forth in Section 1229 of the Revised School Code. MCL 380.1229.

In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of sixty (60) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) workday period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a sixty (60) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as

described above, provided that there is reasonable likelihood that Administrator will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his/her eligible dependents for enrollment in the following insurance programs:

ANNUITY OPTION

If the administrator's spouse has health insurance, she may elect to receive, in addition the dental, vision and life insurance benefits described below, a dollar amount of \$240 per pay. If the administrator elects to receive this cash option, she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the District as a voluntary and elective contribution made through salary reduction.

If the annuity option is chosen by the administrator it shall remain in effect for the life of

this agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

HEALTH INSURANCE

Simply Blue PPO/HRA EHIM RX \$3250/\$6450 Deductible
(Health Reimbursement Account)

Deductibles (Fully Reimbursed)

\$5 co-pay on all prescription drugs

The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligations will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

DENTAL CARE INSURANCE

Dental care insurance will be provided for the administrator and her eligible family

VISION INSURANCE

A basic vision insurance plan will be provided for the administrator and her eligible family

LIFE INSURANCE

A \$50,000 life insurance policy will be provided for the administrator.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages specified in this Contract, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the premium amount for which he/she is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the above benefits. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage,

termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium amounts required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

LONG TERM DISABILITY

A long-term disability plan will be provided for the administrator.

If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of 12 days per contract year, prorated based upon actual days worked (July 1 through June 30). Unused paid leave days hereunder shall be cumulative to a maximum 165 days for absence due to personal illness or disability of Administrator.

Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

COMPENSATED LEAVE

The Administrator shall receive twelve (12) sick days per year.

Sick leave days may be accumulated to one-hundred sixty-five (165) days.

Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.

The Superintendent may grant additional time deducted from sick leave days upon request.

Upon retirement or termination of employment, after ten (10) or more years of service to the District in an administrative capacity, the administrator shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

ANNUITY

The administrator shall annually receive a tax-deferred annuity in the amount of \$3,250. Annuity payments will be deposited in equal installments with the annuity company within one week of each pay period.

PERSONAL BUSINESS LEAVE

The administrator shall be granted three (3) non-accumulative personal business leave days each

year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

MILEAGE ALLOWANCE

The Board shall reimburse the administrator at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with his position. The administrator shall submit a monthly mileage reimbursement request to the business office.

PROFESSIONAL DUES

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

PROFESSIONAL DEVELOPMENT

The administrator may choose to enroll in a class (approved by the Superintendent) that is directly related to the administrator's job responsibilities at an accredited college or university. The administrator shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the master's degree.

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

In the event of any dispute between the parties relating to discharge of Administrator during

the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 37th Judicial Court of Michigan (Calhoun County), MCL 691.1681 *et seq*.

If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

Administrator:

For the Board:

Jamie Thomas

President – Amber Herman

Date

Superintendent – Chris Katz

Date

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Union City School District (hereinafter “Board”) and Jennifer Johnson (hereinafter “Administrator”) that pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, the Board, has and does hereby employ the said Administrator for a two-year period commencing on July 1, 2022 and ending on June 30, 2024, according to the terms and conditions as described and set forth herein as follows:

Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent of Schools.

Administrator represents that she possesses, holds, and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as may be required by law and/or by the Michigan Department of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Agreement. Administrator agrees that she will diligently and competently discharge her duties on behalf of the School District to enhance the operation of the School District and will use her best efforts to maintain and improve the quality of the programs and services of the School District.

Administrator shall be paid at an annual salary rate of not less than Eighty Six Thousand Four Hundred Dollars in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the employee’s actual work time (July 1-June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become part of this Contract.

Administrator is employed on the basis of 210 workdays of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent.

Administrator's performance shall be evaluated by the Superintendent (or her designee) at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, violation of Board policy, criminal conduct, if Administrator materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or capricious, as determined by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

This contract is subject to nonrenewal in its final year as set forth in Section 1229 of the Revised School Code. MCL 380.1229.

In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of sixty (60) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) workday period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a sixty (60) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as

described above, provided that there is reasonable likelihood that Administrator will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his/her eligible dependents for enrollment in the following insurance programs:

ANNUITY OPTION

If the administrator's spouse has health insurance, she may elect to receive, in addition the dental, vision and life insurance benefits described below, a dollar amount of \$240 per pay. If the administrator elects to receive this cash option, she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the District as a voluntary and elective contribution made through salary reduction.

If the annuity option is chosen by the administrator it shall remain in effect for the life of

this agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

HEALTH INSURANCE

Simply Blue PPO/HRA EHIM RX \$3250/\$6250 Deductible
(Health Reimbursement Account)

Deductibles (Fully Reimbursed)

\$5 co-pay on all prescription drugs

The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligations will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

DENTAL CARE INSURANCE

Dental care insurance will be provided for the administrator and her eligible family

VISION INSURANCE

A basic vision insurance plan will be provided for the administrator and her eligible family

LIFE INSURANCE

A \$50,000 life insurance policy shall be provided for the administrator.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages specified in this Contract, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the premium amount for which he/she is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the above benefits. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage,

termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium amounts required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

LONG TERM DISABILITY

A long-term disability plan will be provided for the administrator.

If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of 12 days per contract year, prorated based upon actual days worked (July 1 through June 30). Unused paid leave days hereunder shall be cumulative to a maximum 165 days for absence due to personal illness or disability of Administrator.

Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

COMPENSATED LEAVE

The Administrator shall receive twelve (12) sick days per year.

Sick leave days may be accumulated to one-hundred sixty-five (165) days.

Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.

The Superintendent may grant additional time deducted from sick leave days upon request.

Upon retirement or termination of employment, after ten (10) or more years of service to the District in an administrative capacity, the administrator shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

ANNUITY

The administrator shall annually receive a tax-deferred annuity in the amount of \$3,250. Annuity payments will be deposited in equal installments with the annuity company within one week of each pay period.

PERSONAL BUSINESS LEAVE

The administrator shall be granted three (3) non-accumulative personal business leave days each

year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

MILEAGE ALLOWANCE

The Board shall reimburse the administrator at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with his position. The administrator shall submit a monthly mileage reimbursement request to the business office.

PROFESSIONAL DUES

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

PROFESSIONAL DEVELOPMENT

The administrator may choose to enroll in a class (approved by the Superintendent) that is directly related to the administrator's job responsibilities at an accredited college or university. The administrator shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the master's degree.

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

In the event of any dispute between the parties relating to discharge of Administrator during

the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 37th Judicial Court of Michigan (Calhoun County), MCL 691.1681 *et seq*.

If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

Administrator:

For the Board:

Jennifer Johnson

President – Amber Herman

Date

Superintendent – Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Administrative Assistant Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Kelly AcMoody the Administrative Assistant, hereinafter called the “employee”;

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that she possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

D. The normal workday will begin at 8:00 a.m. and end at 4:00 p.m. during the school year and will begin at 8:00 a.m. and end at 3:30 p.m. during the summer break and winter break when other staff members are not present.

1. The workday will include an hour paid lunch.

2. The employee shall be entitled to a fifteen (15) minute rest period during the four (4) hour work period.

3. The employee shall receive eight (8) hours pay for seven and one-half (7 1/2) hours of work for scheduled hours during the summer months and for hours worked during winter break.
 4. The summer schedule shall be determined by the Superintendent.
- E. On “delay” or “inclement weather” days all employees should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies;
3. Attend Board of Education meetings, Board financial workshops, or Board committee meetings as required by the Superintendent.
4. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation,

determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of her position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interest of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and she shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at her own expense present at the hearing.

d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and her eligible family.
 - 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 - 2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option he/she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and her eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and her eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to one hundred thirty (130) days.
- B. A doctor's excuse may be required by the Superintendent to verify illness.

- C. Up to five (5) sick leave days per year may be used for the illness of an immediate family member.
- D. Up to three (3) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- E. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools she shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$250.00
15 years	\$500.00
20 years	\$750.00
25 years	\$1000.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Two (2) floating days during winter break

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30th, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
--------------------------------------	---------

Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.
- B. Vacation pay will be paid on the regular payday for the period which the employee is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Business Manager/Superintendent and shall be coordinated with the vacation days of other Business Office employees.

XII. EVALUATION:

- A. The employee shall formally be evaluated by the Business Manager/Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Business Manager/Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with her position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIV. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XV. PROFESSIONAL DEVELOPMENT:

- A. The employee may choose to enroll in a class (approved by the Superintendent) that is directly related to the employee's job responsibilities at an accredited college or university.
- B. The employee shall receive 90% tuition reimbursement from the Board upon successful completion of approved post-secondary college classes.
- C. The employee, at District expense, shall be permitted to attend instate conferences and workshops which are related to her professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not be in conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Administrative Assistant Salary: 2022 - 2023 \$52,000

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Kelly AcMoody

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Academic Interventionist Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Kenisha Schley, Academic Interventionist, hereinafter called the "employee".

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.
2. The work year shall begin 5 workdays before the students first day of school and end 5 workdays after the students last day of school.
3. During the work year, when teachers are not scheduled to be present, the employee will not be required to be present.

B. The scheduled workweek shall be 37.5 hours.

1. The workday will include an 30 minute duty free lunch.

C. On "delay" or "inclement weather" days the employee should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
 2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
- B. The employee shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.
- C. This Agreement shall not be valid unless the employee shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the employee shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the employee's contract for an additional year.
- B. NON-RENEWAL OF CONTRACT - At the March Board of Education Meeting, the Board shall adopt a resolution of the Board's consideration of non-renewal of the contract. The employee will be notified in writing of his opportunity to meet with the Board within thirty (30) days. The Board will, by resolution, at least sixty (60) days before June 30, decide on non-renewal of the contract. Failure to notify the employee in writing at least ninety (90) days before June 30, of the Board's consideration of non-renewal, failure to notify in writing of the opportunity to meet with the Board, or failure to take action and notify the employee in writing at least sixty (60) days before June 30, of the Board's action by resolution on non-renewal will cause the contract to automatically be extended for one (1) year.
- C. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:
1. Fail to possess or continue to possess any qualifications required by law.

2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and her eligible family.
1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the district for insurance coverage shall be paid directly to the appropriate carrier.
- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental insurance benefits described above, a cash stipend of \$4000 per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he/she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance and accidental death insurance will be provided for the employee.
- VII. COMPENSATED LEAVE:
- A. The employee shall receive twelve (12) sick leave days per year.

1. Sick leave days may be accumulated to one hundred sixty-five (165) days.
- B. Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
1. The Superintendent may grant additional time deducted from sick leave days upon request.
- C. Upon retirement or termination of employment, after ten (10) or more years of service to the District, the employee shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

IX. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Two (2) floating days during winter break

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

X. EVALUATION:

A. The employee shall formally be evaluated once each year by the building principal.

1. The employee will receive a written copy of the evaluation.

B. Evaluations will serve a dual purpose.

1. To provide a sound basis for employee improvement.

2. To provide an objective measure of employee effectiveness.

C. If the employee has been found deficient through the evaluation process, an action plan may be created by the Principal with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XI. LEGAL PROTECTION:

The Board shall provide the employee, at no expense to his, legal counsel and representation in any legal action brought against him as an employee and will provide liability insurance coverage against liability that results from his performance in the course and scope of employment. This section does not indemnify or save harmless the employee if said actions are determined to result from negligence, misfeasance, or malfeasance.

XII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIII. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XIV. PROFESSIONAL DEVELOPMENT:

- A. The employee may choose to enroll in a class (approved by the Superintendent) that is directly related to the employee's job responsibilities at an accredited college or university.
- B. The employee shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the bachelor's degree.
- C. The employee, at District expense, shall be permitted to attend in state and out-of-state conferences which are related to his professional responsibilities and approved by the Superintendent.

XV. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Academic Interventionist Salary	2022-2023	\$34,000.00
---------------------------------	-----------	-------------

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Academic Interventionist:

For the Board:

Kenisha Schley

President - Amber Herman

Date

Superintendent - Chris Katz

UNION CITY COMMUNITY SCHOOLS
Maintenance Custodian Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Keo Sok, Maintenance Custodian, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be determined by the Maintenance Supervisor.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

D. On “delay” or “inclement weather” days the employee shall work six (6) hours but may begin at an earlier time to prepare the District buildings and/or parking lots for operation.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.

6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and his eligible family.
 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 2. The employee's premium obligation for the insurance plan specified in this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. This obligation will be

deducted in twenty-six equal installments. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to one hundred twenty-five (125) days.

- B. A doctor's excuse may be required by the Superintendent to verify illness.
- C. Up to four (4) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$250.00
15 years	\$350.00
20 years	\$450.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year, unless the Superintendent agrees to allow an extension.

B. Vacation pay will be paid on the regular payday for the period in which the employee is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance/custodial employees.

XII. UNIFORMS:

- A. The employee will be furnished three (3) uniforms (shirts/pants) per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.
- C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

- A. The employee shall formally be evaluated by the Maintenance Supervisor/Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Maintenance Custodial Wages:

2022 - 2023

\$20.75 per hour

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Custodian:

For the Board:

Keo Sok

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Custodian Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Larkin Mongan, Custodian, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be determined by the Maintenance Supervisor.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.

7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.

- a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
- b. Said hearing shall be public or in closed session at the option of the employee.
- c. The employee may have legal counsel at his own expense present at the hearing.
- d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee.
 - 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 - 2. The employee's premium obligation for the insurance plan specified in this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. This obligation will be deducted in twenty-six equal installments. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll

deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$100 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to one hundred (100) days.
- B. A doctor's excuse may be required by the Superintendent to verify illness.

C. Up to four (4) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

D. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$150.00
15 years	\$250.00
20 years	\$350.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year, unless the Superintendent agrees to allow an extension.

B. Vacation pay will be paid on the regular payday for the period in which the employee is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance/custodial employees.

XII. UNIFORMS:

A. The employee will be furnished three (3) uniforms (shirts/pants) per contract year as approved by the Superintendent.

- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.
- C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

- A. The employee shall formally be evaluated by the Maintenance Supervisor/Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Maintenance Custodial Wages:

2022 - 2023

\$15.00 per hour

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Custodian:

For the Board:

Larkin Mongan

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Assistant Business Manager Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Lori Cross the Assistant Business Manager, hereinafter called the "employee."

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that she possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

D. The normal workday shall be 8 hours.

1. The workday will include an hour paid lunch.

2. The employee shall be entitled to a fifteen (15) minute rest period during the four (4) hour work period.

3. The employee shall receive eight (8) hours pay for seven and one-half (7 1/2) hours of work for scheduled hours

during the summer months and for hours worked during winter break.

4. The summer schedule shall be determined by the Superintendent.

- E. On “delay” or “inclement weather” days all employees should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Attend Board of Education meetings, Board financial workshops, or Board committee meetings as required by the Superintendent.
4. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of her position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interest of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and she shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at her own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue

until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and her eligible family.
 - 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 - 2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.
- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each

pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

1. If the annuity option is chosen by the administrator, it shall remain in effect for the life of this Agreement, except that in the event of unforeseeable circumstances, such as death, divorce, or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and her eligible family.

D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and her eligible family.

E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.

1. Sick leave days may be accumulated to one hundred thirty (130) days.

- B. A doctor's excuse may be required by the Superintendent to verify illness.
- C. Up to five (5) sick leave days per year may be used for the illness of an immediate family member.
- D. Up to three (3) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- E. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools she shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$250.00
15 years	\$500.00
20 years	\$750.00
25 years	\$1000.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Labor Day	Two (2) floating days during winter break

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30th, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.
- B. Vacation pay will be paid on the regular payday for the period which the employee is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Business Manager/Superintendent and shall be coordinated with the vacation days of other Business Office employees.

XII. EVALUATION:

- A. The employee shall formally be evaluated by the Business Manager/Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Business Manager/Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with her position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIV. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XV. PROFESSIONAL DEVELOPMENT:

- A. The employee may choose to enroll in a class (approved by the Superintendent) that is directly related to the employee's job responsibilities at an accredited college or university.
- B. The employee shall receive 90% tuition reimbursement from the Board upon successful completion of approved post secondary college classes.
- C. The employee, at District expense, shall be permitted to attend instate conferences and workshops which are related to her professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Assistant Business Manager Salary: 2022 - 2023 \$61,300

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Lori Cross

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Director of Curriculum, Instruction, and Assessment Working
Agreement
2022 - 2024

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Patrick McKerr, Director of Curriculum, Instruction, and Assessment, hereinafter called the “administrator”.

WITNESSETH:

I. QUALIFICATIONS:

The administrator will demonstrate that he possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2024.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled workweek shall be 40 hours.

1. The workday will include an hour paid lunch.

2. The summer schedule will be a flexible schedule averaging 33 hours of work time.

D. On “delay” or “inclement weather” days the administrator should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The administrator shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
 2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
 3. Attend all Board of Education meetings.
- B. The administrator shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.
- C. This Agreement shall not be valid unless the administrator shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the administrator shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the administrator's contract for an additional year.
- B. NON-RENEWAL OF CONTRACT - At the March Board of Education Meeting, the Board shall adopt a resolution of the Board's consideration of non-renewal of the contract. The administrator will be notified in writing of his opportunity to meet with the Board within thirty (30) days. The Board will, by resolution, at least sixty (60) days before June 30, decide on non-renewal of the contract. Failure to notify the administrator in writing at least ninety (90) days before June 30, of the Board's consideration of non-renewal, failure to notify in writing of the opportunity to meet with the Board, or failure to take action and notify the administrator in writing at least sixty (60) days before June 30, of the Board's action by resolution on non-renewal will cause the contract to automatically be extended for one (1) year.
- C. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the administrator shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the administrator and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the administrator.
 - c. The administrator may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The administrator shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. ANNUITY:

The administrator shall annually receive a tax-deferred annuity in the amount of \$125.00 per pay.

1. Annuity payments will be deposited with the annuity company within one week of the pay period received,

VII. INSURANCE:

The Board shall provide the administrator with the following insurance programs:

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the administrator and her eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he/she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the administrator and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the administrator and his eligible family.
- E. LONG TERM DISABILITY - A long term disability plan will be provided for the administrator.
- F. LIFE INSURANCE - A total of \$50,000 term life insurance and accidental death insurance will be provided for the administrator.

VIII. COMPENSATED LEAVE:

- A. The administrator shall receive twelve (12) sick leave days per year.
 - 1. Sick leave days may be accumulated to one hundred sixty-five (165) days.
- B. Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- C. Upon retirement or termination of employment, after ten (10) or more years of service to the District in an administrative capacity, the administrator shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

IX. PERSONAL BUSINESS LEAVE:

The administrator shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

X. HOLIDAYS:

A. The administrator will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Two (2) floating days during winter break

B. When the scheduled holiday falls on a Saturday or Sunday, the administrator will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The administrator shall receive twenty (20) vacation days.

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.

B. Vacation pay will be paid on the regular payday for the period which the administrator is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent.

XII. EVALUATION:

A. The administrator shall formally be evaluated once each year by the Superintendent.

1. The administrator will receive a written copy of the evaluation.

B. Evaluations will serve a dual purpose.

1. To provide a sound basis for administrative improvement.

2. To provide an objective measure of administrative effectiveness.

- C. If the administrator has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the administrator. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIII. LEGAL PROTECTION:

The Board shall provide the administrator, at no expense to his, legal counsel and representation in any legal action brought against him as an administrator and will provide liability insurance coverage against liability that results from his performance in the course and scope of employment. This section does not indemnify or save harmless the administrator if said actions are determined to result from negligence, misfeasance, or malfeasance.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the administrator at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The administrator shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XVI. PROFESSIONAL DEVELOPMENT:

- A. The administrator may choose to enroll in a class (approved by the Superintendent) that is directly related to the administrator's job responsibilities at an accredited college or university.
- B. The administrator shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the master's degree.

C. The administrator, at District expense, shall be permitted to attend in state and out-of-state conferences which are related to his professional responsibilities and approved by the Superintendent.

XVII. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Dir. Of Curr., Inst., and Assess. Salary:	2022-2023	\$80,000
	2023-2024	TBD

This AGREEMENT shall be in effect until June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Director of Curr, Inst, and Assess.:

For the Board:

Patrick McKerr

President - Amber Herman

Date

Superintendent - Chris Katz

UNION CITY COMMUNITY SCHOOLS
Full Time Substitute Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Samantha Fick, Full Time Substitute, hereinafter called the "employee".

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that she possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.
2. The work year shall begin on the first day that returning teachers report to work and end on the last day of school.
3. During the work year, when teachers are not scheduled to be present, the employee will not be required to be present.

B. The scheduled workweek shall be 32.5 hours.

1. The workday will be 7 hours long. Start time is 7:30am and end time is 3:00pm.
2. The workday will include a 30-minute duty free unpaid lunch except on half days.
3. On half days of school start time is 7:30 and end time is 11:10.

C. On "delay" days the employee should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.

B. The employee shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.

C. This Agreement shall not be valid unless the employee shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the employee shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the employee's contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of fourteen (14) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.

5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The wages shall be paid bi-weekly.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to ten (10) days per contract year.
 1. Sick leave days may be accumulated to one hundred twenty-five (125) days.
- B. A doctor's excuse may be required by the Superintendent to verify illness.

C. Up to four (4) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

A. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.

B. The employee is required to state the reason on the request form.

C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.

D. A personal business leave day may not precede or follow a vacation or holiday.

VIII. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$175.00
15 years	\$225.00
20 years	\$275.00

The longevity compensation will be paid to the employee on the first pay period in December

IX. HOLIDAYS

A. The Board shall pay for the regularly scheduled hours for the following holidays.

1. Thanksgiving Day
2. Day after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Memorial Day
7. Labor Day*

*Goes into effect with a pre-Labor Day start.

B. To be eligible for holiday pay, the employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

X. EVALUATION:

A. The employee shall formally be evaluated once each year by the building principal.

1. The employee will receive a written copy of the evaluation.

B. Evaluations will serve a dual purpose.

1. To provide a sound basis for employee improvement.
2. To provide an objective measure of employee effectiveness.

C. If the employee has been found deficient through the evaluation process, an action plan may be created by the principal with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XI. LEGAL PROTECTION:

The Board shall provide the employee, at no expense to his, legal counsel and representation in any legal action brought against him as an employee and will provide liability insurance coverage against liability that results from his performance in the course and scope of employment. This section does not indemnify or save harmless the employee if said actions are determined to result from negligence, misfeasance, or malfeasance.

XII. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XIII. PROFESSIONAL DEVELOPMENT:

A. The employee may be asked to participate in professional development. The employee will be compensated for this time at their standard rate of pay.

XIV. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Behavior Interventionist Wages:

2022 - 2023	\$18.50 per hour
-------------	------------------

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Behavior Support Specialist:

Samantha Fick

Date

For the Board:

President

Superintendent - Chris Katz

UNION CITY COMMUNITY SCHOOLS
Business Manager Working Agreement

2022-2024

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Sara Leson, Business Manager, hereinafter called the "administrator"

WITNESSETH:

I. QUALIFICATIONS:

The administrator will demonstrate that she possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2024.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled workweek shall be 40 hours.

1. The workday will include an hour paid lunch.

2. The summer schedule will be a flexible schedule averaging 33 hours of work time.

D. On "delay" or "inclement weather" days the administrator should make all efforts to arrive at school by 9:00 a.m.

III. CONDITIONS OF EMPLOYMENT:

A. The administrator shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.

2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
 3. Attend all Board of Education meetings.
- B. The administrator shall not have tenure in any non-classroom capacity by virtue of this agreement and shall not have tenure as a classroom teacher except to the extent required by law.
- C. This Agreement shall not be valid unless the administrator shall have such qualifications for the position herein designated as required by the State of Michigan and the Board and shall terminate if the administrator shall at any time fail to possess such qualifications.

IV. LENGTH OF AGREEMENT:

- A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the administrator's contract for an additional year.
- B. NON-RENEWAL OF CONTRACT At the March Board of Education Meeting, the Board shall adopt a resolution of the Board's consideration of non-renewal of the contract. The administrator will be notified in writing of her opportunity to meet with the Board within thirty (30) days. The Board will, by resolution, at least sixty (60) days before June 30, decide on non-renewal of the contract. Failure to notify the administrator in writing at least ninety (90) days before June 30, of the Board's consideration of non-renewal, failure to notify in writing of the opportunity to meet with the Board, or failure to act and notify the administrator in writing at least sixty (60) days before June 30, of the Board's action by resolution on non-renewal will cause the contract to automatically be extended for one (1) year.
- C. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the administrator shall:
1. Fail to possess or continue to possess any qualifications required by law.
 2. Be convicted of a felony or of a crime involving moral turpitude.
 3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.

4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of her position by reason of disability for a period of one hundred eighty (180) days.
6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the administrator and she shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the administrator.
 - c. The administrator may have legal counsel at her own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A The administrator shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B The Michigan Public School Employees Retirement shall be paid by the Board.

VI. LONGEVITY

The administrator will be eligible for longevity compensation, as a cash or annuity option, for continuous successful service with the District based on the following schedule:

Year	1	base salary
	2	salary + \$650 in cash or annuity (\$25 per pay) (\$25)
	3	salary + \$650 in cash or annuity (\$25 per pay) (\$50)
	4	salary + \$650 in cash or annuity (\$25 per pay) (\$75)

5	salary + \$650 in cash or annuity (\$25 per pay)	(\$100)
10	Longevity (\$100 per pay in cash or annuity)	(\$200)
15	Longevity (\$100 per pay in cash or annuity)	(\$300)
20	Longevity (\$100 per pay in cash or annuity)	(\$400)
25	Longevity (\$100 per pay in cash or annuity)	(\$500)
30	Longevity (\$100 per pay in cash or annuity)	(\$600)

VII. ANNUITY:

The administrator shall annually receive a tax-deferred annuity in the amount of \$125.00 per pay.

1. Annuity payments will be deposited with the annuity company within one week of the pay period received,

VIII. INSURANCE:

The Board shall provide the administrator with the following insurance programs:

A. HEALTH CARE INSURANCE a comprehensive, semiprivate health care insurance program be provided for the administrator and her eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the administrator's spouse has health insurance, she may elect to receive, in addition to the dental, vision and life insurance benefits described below, a dollar amount equal to but not to exceed the amount of the single subscriber premium rate for the health insurance. This dollar amount may, at the election of the administrator, be applied toward any insurance carrier options chosen by the administrator and offered by the District or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan. If the

administrator elects to receive this cash option, she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the District as a voluntary and elective contribution made through salary reduction.

1. If the annuity option is chosen by the administrator it shall remain in effect for the life of this Agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the administrator and her eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the administrator and her eligible family.
- E. LONG TERM DISABILITY - A long term disability plan will be provided for the administrator.
- F. LIFE INSURANCE - A total of \$50,000 term life insurance and accidental death insurance will be provided for the administrator.

IX. COMPENSATED LEAVE:

- A. The administrator shall receive twelve (12) sick leave days per year.
 1. Sick leave days may be accumulated to one hundred sixty-five (165)
- B. Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or her spouse.
 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- C. Upon retirement or termination of employment, after ten (10) or more years of service to the District in an administrative capacity, the administrator shall be compensated at the rate of thirty-five (\$35) dollars per day for unused sick leave days, accumulated up to one hundred (100) days.

X. PERSONAL BUSINESS LEAVE:

The administrator shall be granted three (3) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular school day.

XI. HOLIDAYS:

A. The administrator will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the administrator will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XII. VACATION:

The administrator shall receive twenty (20) vacation days.

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.

B. Vacation pay will be paid on the regular payday for the period which the administrator is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent.

XIII. EVALUATION:

A. The administrator shall formally be evaluated once each year by the Superintendent.

1. The administrator will receive a written copy of the evaluation.

B. Evaluations will serve a dual purpose,

1. To provide a sound basis for administrative improvement.

2. To provide an objective measure of administrative effectiveness.
- C. If the administrator has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the administrator. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. LEGAL PROTECTION:

The Board shall provide the administrator, at no expense to her, legal counsel and representation in any legal action brought against her as an administrator and will provide liability insurance coverage against liability that results from her performance in the course and scope of employment. This section does not indemnify or save harmless the administrator if said actions are determined to result from negligence, misfeasance, or malfeasance.

XV. MILEAGE ALLOWANCE:

The Board shall reimburse the administrator at the per mile rate established by the Internal Revenue Service for use of her vehicle (outside of Union City) in conducting business associated with her position.

- A. The administrator shall submit a monthly mileage reimbursement request to the Business Office.

XVI. PROFESSIONAL DUES:

Membership dues to professional organizations recognized by the Board and approved by the Superintendent shall be paid by the Board.

XVII. PROFESSIONAL DEVELOPMENT:

- A. The administrator may choose to enroll in a class (approved by the Superintendent) that is directly related to the administrator's job responsibilities at an accredited college or university.
- B. The administrator shall receive 90% tuition reimbursement from the Board upon successful completion of classes taken beyond the 18 credit hours.
- C. The administrator, at District expense, shall be permitted to attend in-state and out-of-state conferences which are related to her professional responsibilities and approved by the Superintendent.

XVIII. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Business Manager Salary	2022-23	\$71,000
	2023-24	TBD

This AGREEMENT shall be effect until June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Business Manager:

For the Board:

Sara Leson

President – Amber Herman

Date

Superintendent – Chris Katz

UNION CITY COMMUNITY SCHOOLS
Maintenance Custodian Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Scott Schrader, Maintenance Custodian, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be determined by the Maintenance Supervisor.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

D. On “delay” or “inclement weather” days the employee shall work six (6) hours but may begin at an earlier time to prepare the District buildings and/or parking lots for operation.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.

6. Die.
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and his eligible family.
 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 2. The employee's premium obligation for the insurance plan specified in this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. This obligation will be

deducted in twenty-six equal installments. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

- B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.
- E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to one hundred twenty-five (125) days.

- B. A doctor's excuse may be required by the Superintendent to verify illness.
- C. Up to four (4) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$250.00
15 years	\$350.00
20 years	\$450.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year, unless the Superintendent agrees to allow an extension.

B. Vacation pay will be paid on the regular payday for the period in which the employee is on vacation.

C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance/custodial employees.

XII. UNIFORMS:

- A. The employee will be furnished three (3) uniforms (shirts/pants) per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.
- C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

- A. The employee shall formally be evaluated by the Maintenance Supervisor/Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Maintenance Custodial Wages:

2022 - 2023

\$20.75 per hour

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Custodian:

For the Board:

Scott Schrader

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Maintenance Supervisor Working Agreement
2022 - 2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Spencer Kever, Maintenance Supervisor, hereinafter called the "employee".

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will begin at 6:00 a.m.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

D. On “delay” or “inclement weather” days the employee shall work the normal scheduled hours but may begin at an earlier time to prepare the District buildings and/or parking lots for operation.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.

4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die
7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs:

A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee and his eligible family.

1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
2. The employee's premium obligation for the insurance plan specified in this Article shall be determined by the limitations established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

If the annuity option is chosen by the administrator it shall remain in effect for the life of this Agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which

would cause the administrator or dependents not to be covered by health insurance, the health care insurance option may be chosen.

- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee and his eligible family.
- E. LONG TERM DISABILITY - A long term disability plan will be provided for the administrator.
- F. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

- A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.
 - 1. Sick leave days may be accumulated to ninety (90) days.
 - 2. A doctor's excuse may be required by the Superintendent to verify illness.
- B. Up to three (3) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.
 - 1. The Superintendent may grant additional time deducted from sick leave days upon request.
- D. Upon retirement if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

- A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.
- B. The employee is required to state the reason on the request form.
- C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.
- D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$125.00
15 years	\$175.00
20 years	\$225.00

- A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

- A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break

Thanksgiving Day Good Friday
Day after Thanksgiving Memorial Day

- B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year.
- B. Vacation pay will be paid on the regular payday for the period which the employee is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance employees.

XII. UNIFORMS:

- A. The employee will be allocated \$150 toward the purchase of uniforms (shirts/pants) and/or boots per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.
- C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

- A. The employee shall formally be evaluated by the Superintendent.
 - 1. The employee will receive a written copy of the evaluation.
- B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

- A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Assistant Maintenance Supervisor Salary: 2021 - 2022 \$52,800

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Spencer Kever

President - Amber Herman

Date

Superintendent - Chris Katz

Date

UNION CITY COMMUNITY SCHOOLS
Custodian Working Agreement
2022-2023

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the “Board” and Thomas Olmstead, Custodian, hereinafter called the “employee”.

WITNESSETH:

I. QUALIFICATIONS:

The employee will demonstrate that he possesses sufficient credentials required by the job description to qualify for this position.

II. AGREEMENT PERIOD:

A. This Agreement shall begin on July 1, 2022 and shall continue in effect through June 30, 2023.

1. This Agreement will be reviewed annually.

B. The work year shall be fifty-two (52) weeks.

C. The scheduled work week shall be 40 hours and shall start on Monday.

1. Daily and weekly work schedules will be maintained as uniformly as possible.

2. The normal workday will be determined by the Maintenance Supervisor.

3. The workday will include a half hour unpaid lunch.

4. The employee shall be entitled to a fifteen (15) minute rest period during each four (4) hours of work.

5. The summer schedule shall be determined by the Superintendent.

III. CONDITIONS OF EMPLOYMENT:

A. The employee shall:

1. Be employed to perform such professional duties as outlined in the policies of the Board of Education and the District job description or as assigned from time to time by the Superintendent.
2. Faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational programs and policies.
3. Meet any applicable State requirements and/or certification.

IV. LENGTH OF AGREEMENT:

A. CONTRACT EXTENSION - At the April Board of Education Meeting, the Board shall, at the time of the annual evaluation, determine whether to extend the term of the contract for an additional year.

B. EARLY TERMINATION - This Agreement may be terminated prior to the expiration date if the employee shall:

1. Fail to possess or continue to possess any qualifications required by law.
2. Be convicted of a felony or of a crime involving moral turpitude.
3. Resign on the giving of sixty (60) days written notice, or such other period as shall be mutually agreeable.
4. Materially breach the terms of this Agreement.
5. Be unable to perform the duties of his position by reason of disability for a period of one hundred eighty (180) days.
6. Die.

7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the employee and he shall have an opportunity for a fair hearing before the Board.
 - b. Said hearing shall be public or in closed session at the option of the employee.
 - c. The employee may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.

V. COMPENSATION:

- A. The employee shall be compensated for services performed as may be authorized by the Board. The salary shall be paid in twenty-six (26) substantially equal installments.
- B. The Michigan Public School Employees Retirement shall be paid by the Board.

VI. INSURANCE:

The Board shall provide the employee with the following insurance programs

- A. HEALTH CARE INSURANCE - a comprehensive, semiprivate health care insurance program will be provided for the employee.
 1. The Board shall have the exclusive right to select and hold the policy of the insurance carrier.
 2. The employee's premium obligation for the insurance plan specified in this Article shall be in compliance with the standards set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. This obligation will be deducted in twenty-six equal installments. Part time employees' premium obligation will be prorated per the participant's work schedule. All insurance premium obligation will be payroll deducted. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

B. ANNUITY OPTION - If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$100 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan.

If the employee elects to receive this cash option, he may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the employee.

D. VISION INSURANCE - A basic vision insurance plan will be provided for the employee.

E. LIFE INSURANCE - A total of \$50,000 term life insurance will be provided for the employee.

VII. COMPENSATED LEAVE:

A. The employee shall receive one (1) sick leave day per month worked accumulating up to twelve (12) days per contract year.

1. Sick leave days may be accumulated to one hundred (100) days.

B. A doctor's excuse may be required by the Superintendent to verify illness.

C. Up to four (4) days, without loss of pay, may be granted upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the employee or his spouse.

1. The Superintendent may grant additional time deducted from sick leave days upon request.

D. Upon retirement, if the employee has completed a minimum of ten (10) years of continuous service with the Union City Community Schools he shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

VIII. PERSONAL BUSINESS LEAVE:

The employee shall be granted two (2) non-accumulative personal business leave days each year to be used only for legitimate business, professional or personal obligations which cannot be scheduled outside of the regular work hours.

A. Such leave shall not be used for seeking employment, rendering services, religious purposes, or for recreational purposes.

B. The employee is required to state the reason on the request form.

C. The request form shall be submitted at least three (3) days in advance, except in an emergency, to the Superintendent.

D. A personal business leave day may not precede or follow a vacation or holiday.

IX. LONGEVITY:

The employee will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$150.00
15 years	\$250.00
20 years	\$350.00

A. The longevity compensation will be paid to the employee on the first pay period in December.

X. HOLIDAYS:

A. The employee will be entitled to the following eleven (11) holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day Good Friday	
Day after Thanksgiving	Memorial Day

B. When the scheduled holiday falls on a Saturday or Sunday, the employee will be entitled to a holiday the Friday before or the Monday following the holiday, with the approval of the Superintendent.

XI. VACATION:

The employee shall, as of June 30, of the new year, be entitled to receive vacation and vacation pay as follows:

One (1) to four (4) years of service	10 days
Five (5) to fourteen (14) years of service	15 days
Fifteen (15) or more years of service	20 days

- A. Vacation earned during any given year must be taken by June 30, following the completed fiscal year, unless the Superintendent agrees to allow an extension.
- B. Vacation pay will be paid on the regular payday for the period in which the employee is on vacation.
- C. All vacation days shall be scheduled at least two weeks in advance with the Superintendent and shall be coordinated with the vacation days of other maintenance/custodial employees.

XII. UNIFORMS:

- A. The employee will be furnished three (3) uniforms (shirts/pants) per contract year as approved by the Superintendent.
- B. It shall be the responsibility of the employee to wear the uniform while performing the duties as an employee of the District.

C. It shall be the responsibility of the employee to keep his uniform in a clean and orderly condition with the reasonable performance of his duties.

XIII. EVALUATION:

A. The employee shall formally be evaluated by the Maintenance Supervisor/Superintendent.

1. The employee will receive a written copy of the evaluation.

B. If the employee has been found deficient through the evaluation process, an action plan may be created by the Superintendent with input from the employee. The action plan may include remedies to the deficiency, timelines and methods/indicators that will be used to evaluate the effectiveness of the action plan.

XIV. MILEAGE ALLOWANCE:

The Board shall reimburse the employee at the per mile rate established by the Internal Revenue Service for use of his vehicle (outside of Union City) in conducting business associated with his position.

A. The employee shall submit a monthly mileage reimbursement request to the Business Office.

XV. PROFESSIONAL DEVELOPMENT:

The employee, at District expense, shall be permitted to attend instate classes, conferences and workshops which are related to his professional responsibilities and approved by the Superintendent.

XVI. CONTRACT INTERPRETATION:

If, during the term of this Agreement, any provision is found by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

This Agreement and any subsequent agreement shall not conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

Maintenance Custodial Wages:

2022 – 2023

\$15.00 per hour

This AGREEMENT shall be in effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Custodian:

For the Board:

Thomas Olmstead

President – Amber Herman

Date

Superintendent – Chris Katz

Date



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

Annie Pascoe
Food Service Director
Grant Public School District
148 S Elder St
Grant, MI 49327

Re: **2022-2023 SPARC RFP**

Dear Annie:

Thank you for the opportunity to submit our bid for your dairy products. Cedar Crest can provide you with a total dairy, juice and ice cream program. Along with your milk products, we can deliver juices and ice cream to each of your locations.

Terms and Conditions of Service Agreement

- Price Changes: Prices are based on the current costs of raw milk (per the USDA Federal Market Order No. 33), skim powders, butterfat, all economic costs including but not limited to raw materials, packaging, distribution, and operating expenses. Prices are subject to change monthly based on movement of the above costs.
- Delivery: Cedar Crest Dairy agrees to make every attempt to deliver on time for your requirements. Customer agrees to supply Cedar Crest Dairy with accurate milk counts and a school calendar noting breaks. No credit will be given for milk left over before any school breaks.
- Invoicing: Invoices for all products sold by Cedar Crest Dairy to customer shall be on a weekly basis for week ending each Saturday.
- Route Returns - Milk: 100% return credit is given if product is deemed not saleable due to a plant problem. Credit for manufacturing defects will be given at the discretion of the company. No credit will be given for milk remaining due to school days cancelled due to weather, power outages, or other unforeseen circumstances. Cedar Crest will sell fluid milk to the customer guaranteed to be dated for sale at least through the next delivery day.
- Equipment: Cedar Crest Dairy agrees to supply equipment in good working order for \$0.015 per half-pint for milk and juices over bid price. Coolers and freezers supplied by Cedar Crest must be used only for products purchased through Cedar Crest Dairy.

By accepting our bid proposal, you agree to abide by the terms and conditions of service listed above. The terms and conditions of this service agreement supersede any terms and conditions of the RFP. Please acknowledge acceptance of our bid proposal and our service by signing below and sending back a copy of this letter. Note that if you accept our service, the terms and conditions above will be in effect even if we do not receive a signed copy of this agreement back from you.

Signed _____ Title _____ Date _____

Sincerely,

Rob Becker
President

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID

for Grant Public School District

The following pricing is being submitted in response to the request for dairy bids from distributors.
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	FIXED Unit Pricing	Esc/De-Esc Pricing
500084	½ pt in carton	Milk, skim, chocolate	Tru Moo	.333	.303
500018	½ pt in carton	Milk, 1% white	Country Fresh	.3162	.2862
15235	½ pt in carton	Milk, 1% Strawberry FF	Tru Moo	.333	.303
	½ pt in carton	Milk, 1% chocolate			
	½ pt in carton	Milk, 1% various flavors			
	½ pt in carton	Milk, Skim, white			
	½ pt in plastic bottle	Milk, skim, chocolate			
	½ pt in plastic bottle	Milk, 1% white			
	½ pt in plastic bottle	Milk, 1% strawberry			
	½ pt in plastic bottle	Milk, 1% chocolate			
	½ pt in plastic bottle	Milk, 1% various flavors			
	½ pt in plastic bottle	Milk, skim			
	½ pt in carton	Soy milk, chocolate			
	½ pt in carton	Soy milk, vanilla			
525038	Five lb tub	Cottage cheese, 2%	Country Fresh	11.9287	9.9287
535038	Five lb tub	Sour cream, imitation, or Crema	Country Fresh	11.494	9.494
	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added			
545308	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added	Country Fresh	11.3027	9.3027
	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added			
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach			



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

Annie Pascoe
Food Service Director
Grant Public School District
148 S Elder St
Grant, MI 49327

Re: 2022-2023 Milk Bid Recap

Dear Annie:

Cedar Crest Dairy, Inc., as a matter of public record, is requesting a recap of the bids for dairy products for the 2022-2023 school year. Please feel free to either mail, fax, or email this information to us at your earliest convenience. Our email address is: jbalcom@cedarcrestdelivers.com, and our fax number is (616) 669-7633.

PRODUCT	Bidding Dairy:	Bidding Dairy:	Bidding Dairy:
PAPER HPT FF CHOC MILK			
PAPER HPT 1% WHITE MILK			
PAPER HPT FF STRAW MILK			
PAPER HPT FF WHITE MILK			
COTTAGE CHEESE 5LB			
SOUR CREAM 5LB			
YOGURT 5LB			

Thank you very much for your time and cooperation.

Sincerely,

Rob Becker
President



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

AJ Henderson
Cafeteria Supervisor
Lawrence Public Schools
650 West Saint Joseph St
Lawrence, MI 49064

Re: **2022-2023 SPARC RFP**

Dear AJ:

Thank you for the opportunity to submit our bid for your dairy products. Cedar Crest can provide you with a total dairy, juice and ice cream program. Along with your milk products, we can deliver juices and ice cream to each of your locations.

Terms and Conditions of Service Agreement

- Price Changes: Prices are based on the current costs of raw milk (per the USDA Federal Market Order No. 33), skim powders, butterfat, all economic costs including but not limited to raw materials, packaging, distribution, and operating expenses. Prices are subject to change monthly based on movement of the above costs.
- Delivery: Cedar Crest Dairy agrees to make every attempt to deliver on time for your requirements. Customer agrees to supply Cedar Crest Dairy with accurate milk counts and a school calendar noting breaks. No credit will be given for milk left over before any school breaks.
- Invoicing: Invoices for all products sold by Cedar Crest Dairy to customer shall be on a weekly basis for week ending each Saturday.
- Route Returns - Milk: 100% return credit is given if product is deemed not saleable due to a plant problem. Credit for manufacturing defects will be given at the discretion of the company. No credit will be given for milk remaining due to school days cancelled due to weather, power outages, or other unforeseen circumstances. Cedar Crest will sell fluid milk to the customer guaranteed to be dated for sale at least through the next delivery day.
- Equipment: Cedar Crest Dairy agrees to supply equipment in good working order for \$0.015 per half-pint for milk and juices over bid price. Coolers and freezers supplied by Cedar Crest must be used only for products purchased through Cedar Crest Dairy.

By accepting our bid proposal, you agree to abide by the terms and conditions of service listed above. The terms and conditions of this service agreement supersede any terms and conditions of the RFP. Please acknowledge acceptance of our bid proposal and our service by signing below and sending back a copy of this letter. Note that if you accept our service, the terms and conditions above will be in effect even if we do not receive a signed copy of this agreement back from you.

Signed _____ Title _____ Date _____

Sincerely,

Rob Becker
President

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID
for Lawrence Public Schools

The following pricing is being submitted in response to the request for dairy bids from distributors.
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	FIXED Unit Pricing	Esc/De-Esc Pricing
500084	½ pt in carton	Milk, skim, chocolate	TRUMOO	.333	.303
500018	½ pt in carton	Milk, 1% white	Country Fresh	.3162	.2862
15235	½ pt in carton	Milk, 1% Strawberry FF	TRUMOO	.333	.303
	½ pt in carton	Milk, 1% chocolate			
	½ pt in carton	Milk, 1% various flavors			
	½ pt in carton	Milk, Skim, white			
	½ pt in plastic bottle	Milk, skim, chocolate			
	½ pt in plastic bottle	Milk, 1% white			
	½ pt in plastic bottle	Milk, 1% strawberry			
	½ pt in plastic bottle	Milk, 1% chocolate			
	½ pt in plastic bottle	Milk, 1% various flavors			
	½ pt in plastic bottle	Milk, skim			
	½ pt in carton	Soy milk, chocolate			
	½ pt in carton	Soy milk, vanilla			
525038	Five lb tub	Cottage cheese, 2%	Country Fresh	11.9287	9.9207
535038	Five lb tub	Sour cream, imitation, or Crema	Country Fresh	11.494	9.494
	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added			
545308	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added	Country Fresh	11.3027	9.3027
	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added			
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach			



DELIVERING THE BEST

5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

May 11, 2022

AJ Henderson
Cafeteria Supervisor
Lawrence Public Schools
650 West Saint Joseph St
Lawrence, MI 49064

Re: 2022-2023 Milk Bid Recap

Dear AJ:

Cedar Crest Dairy, Inc., as a matter of public record, is requesting a recap of the bids for dairy products for the 2022-2023 school year. Please feel free to either mail, fax, or email this information to us at your earliest convenience. Our email address is: jbalcom@cedarcrestdelivers.com, and our fax number is (616) 669-7633.

PRODUCT	Bidding Dairy:	Bidding Dairy:	Bidding Dairy:
PAPER HPT FF CHOC MILK			
PAPER HPT 1% WHITE MILK			
PAPER HPT FF STRAW MILK			
PAPER HPT FF WHITE MILK			
COTTAGE CHEESE 5LB			
SOUR CREAM 5LB			
YOGURT 5LB			

Thank you very much for your time and cooperation.

Sincerely,

Rob Becker
President



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

Deborah McDowell
Food Service Director
Union City Community Schools
430 Saint Joseph St
Union City, MI 49094

Re: **2022-2023 SPARC RFP**

Dear Deborah:

Thank you for the opportunity to submit our bid for your dairy products. Cedar Crest can provide you with a total dairy, juice and ice cream program. Along with your milk products, we can deliver juices and ice cream to each of your locations.

Terms and Conditions of Service Agreement

- Price Changes: Prices are based on the current costs of raw milk (per the USDA Federal Market Order No. 33), skim powders, butterfat, all economic costs including but not limited to raw materials, packaging, distribution, and operating expenses. Prices are subject to change monthly based on movement of the above costs.
- Delivery: Cedar Crest Dairy agrees to make every attempt to deliver on time for your requirements. Customer agrees to supply Cedar Crest Dairy with accurate milk counts and a school calendar noting breaks. No credit will be given for milk left over before any school breaks.
- Invoicing: Invoices for all products sold by Cedar Crest Dairy to customer shall be on a weekly basis for week ending each Saturday.
- Route Returns - Milk: 100% return credit is given if product is deemed not saleable due to a plant problem. Credit for manufacturing defects will be given at the discretion of the company. No credit will be given for milk remaining due to school days cancelled due to weather, power outages, or other unforeseen circumstances. Cedar Crest will sell fluid milk to the customer guaranteed to be dated for sale at least through the next delivery day.
- Equipment: Cedar Crest Dairy agrees to supply equipment in good working order for \$0.015 per half-pint for milk and juices over bid price. Coolers and freezers supplied by Cedar Crest must be used only for products purchased through Cedar Crest Dairy.

By accepting our bid proposal, you agree to abide by the terms and conditions of service listed above. The terms and conditions of this service agreement supersede any terms and conditions of the RFP. Please acknowledge acceptance of our bid proposal and our service by signing below and sending back a copy of this letter. Note that if you accept our service, the terms and conditions above will be in effect even if we do not receive a signed copy of this agreement back from you.

Signed _____ Title _____ Date _____

Sincerely,

Rob Becker
President

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID

for Union City Community Schools

The following pricing is being submitted in response to the request for dairy bids from distributors.
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	FIXED Unit Pricing	Esc/De-Esc Pricing
500084	½ pt in carton	Milk, skim, chocolate	TruMoo	.3426	.3126
500018	½ pt in carton	Milk, 1% white	Country Fresh	.3394	.3094
15235	½ pt in carton	Milk, 1% Strawberry FF	TruMoo	.3426	.3126
	½ pt in carton	Milk, 1% chocolate			
	½ pt in carton	Milk, 1% various flavors			
	½ pt in carton	Milk, Skim, white			
	½ pt in plastic bottle	Milk, skim, chocolate			
	½ pt in plastic bottle	Milk, 1% white			
	½ pt in plastic bottle	Milk, 1% strawberry			
	½ pt in plastic bottle	Milk, 1% chocolate			
	½ pt in plastic bottle	Milk, 1% various flavors			
	½ pt in plastic bottle	Milk, skim			
	½ pt in carton	Soy milk, chocolate			
	½ pt in carton	Soy milk, vanilla			
525038	Five lb tub	Cottage cheese, 2%	Country Fresh	11.9287	9.9287
535038	Five lb tub	Sour cream, imitation, or Crema	Country Fresh	11.494	9.494
	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added			
545308	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added	Country Fresh	11.3027	9.3027
	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added			
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach			



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

Deborah McDowell
Food Service Director
Union City Community Schools
430 Saint Joseph St
Union City, MI 49094

Re: 2022-2023 Milk Bid Recap

Dear Deborah:

Cedar Crest Dairy, Inc., as a matter of public record, is requesting a recap of the bids for dairy products for the 2022-2023 school year. Please feel free to either mail, fax, or email this information to us at your earliest convenience. Our email address is: jbalcom@cedarcrestdelivers.com, and our fax number is (616) 669-7633.

PRODUCT	Bidding Dairy:	Bidding Dairy:	Bidding Dairy:
PAPER HPT FF CHOC MILK			
PAPER HPT 1% WHITE MILK			
PAPER HPT FF STRAW MILK			
PAPER HPT FF WHITE MILK			
COTTAGE CHEESE 5LB			
SOUR CREAM 5LB			
YOGURT 5LB			

Thank you very much for your time and cooperation.

Sincerely,

Rob Becker
President



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

Sheri Boes
Food Service Director
Walkerville Public Schools
145 East Lathrop Street
Walkerville, MI 49459

Re: **2022-2023 SPARC RFP**

Dear Sheri:

Thank you for the opportunity to submit our bid for your dairy products. Cedar Crest can provide you with a total dairy, juice and ice cream program. Along with your milk products, we can deliver juices and ice cream to each of your locations.

Terms and Conditions of Service Agreement

- Price Changes: Prices are based on the current costs of raw milk (per the USDA Federal Market Order No. 33), skim powders, butterfat, all economic costs including but not limited to raw materials, packaging, distribution, and operating expenses. Prices are subject to change monthly based on movement of the above costs.
- Delivery: Cedar Crest Dairy agrees to make every attempt to deliver on time for your requirements. Customer agrees to supply Cedar Crest Dairy with accurate milk counts and a school calendar noting breaks. No credit will be given for milk left over before any school breaks.
- Invoicing: Invoices for all products sold by Cedar Crest Dairy to customer shall be on a weekly basis for week ending each Saturday.
- Route Returns - Milk: 100% return credit is given if product is deemed not saleable due to a plant problem. Credit for manufacturing defects will be given at the discretion of the company. No credit will be given for milk remaining due to school days cancelled due to weather, power outages, or other unforeseen circumstances. Cedar Crest will sell fluid milk to the customer guaranteed to be dated for sale at least through the next delivery day.
- Equipment: Cedar Crest Dairy agrees to supply equipment in good working order for \$0.015 per half-pint for milk and juices over bid price. Coolers and freezers supplied by Cedar Crest must be used only for products purchased through Cedar Crest Dairy.

By accepting our bid proposal, you agree to abide by the terms and conditions of service listed above. The terms and conditions of this service agreement supersede any terms and conditions of the RFP. Please acknowledge acceptance of our bid proposal and our service by signing below and sending back a copy of this letter. Note that if you accept our service, the terms and conditions above will be in effect even if we do not receive a signed copy of this agreement back from you.

Signed _____ Title _____ Date _____

Sincerely,

Rob Becker
President

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID

for Walkerville Public Schools

The following pricing is being submitted in response to the request for dairy bids from distributors.

List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	FIXED Unit Pricing	Esc/De-Esc Pricing
<i>500084</i>	½ pt in carton	Milk, skim, chocolate	<i>TruMoo</i>	<i>.3588</i>	<i>.3288</i>
<i>500018</i>	½ pt in carton	Milk, 1% white	<i>Country Fresh</i>	<i>.3447</i>	<i>.3147</i>
<i>15235</i>	½ pt in carton	Milk, 1% Strawberry <i>FF</i>	<i>TruMoo</i>	<i>.3588</i>	<i>.3288</i>
	½ pt in carton	Milk, 1% chocolate			
	½ pt in carton	Milk, 1% various flavors			
	½ pt in carton	Milk, Skim, white			
	½ pt in plastic bottle	Milk, skim, chocolate			
	½ pt in plastic bottle	Milk, 1% white			
	½ pt in plastic bottle	Milk, 1% strawberry			
	½ pt in plastic bottle	Milk, 1% chocolate			
	½ pt in plastic bottle	Milk, 1% various flavors			
	½ pt in plastic bottle	Milk, skim			
	½ pt in carton	Soy milk, chocolate			
	½ pt in carton	Soy milk, vanilla			
<i>525038</i>	Five lb tub	Cottage cheese, 2%	<i>Country Fresh</i>	<i>11.9287</i>	<i>9.9287</i>
<i>535038</i>	Five lb tub	Sour cream, imitation, or Crema	<i>Country Fresh</i>	<i>11.494</i>	<i>9.494</i>
	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added			
<i>545308</i>	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added	<i>Country Fresh</i>	<i>11.3027</i>	<i>9.3027</i>
	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added			
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach			



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 11, 2022

Sheri Boes
Food Service Director
Walkerville Public Schools
145 East Lathrop Street
Walkerville, MI 49459

Re: 2022-2023 Milk Bid Recap

Dear Sheri:

Cedar Crest Dairy, Inc., as a matter of public record, is requesting a recap of the bids for dairy products for the 2022-2023 school year. Please feel free to either mail, fax, or email this information to us at your earliest convenience. Our email address is: jbalcom@cedarcrestdelivers.com, and our fax number is (616) 669-7633.

PRODUCT	Bidding Dairy:	Bidding Dairy:	Bidding Dairy:
PAPER HPT FF CHOC MILK			
PAPER HPT 1% WHITE MILK			
PAPER HPT FF STRAW MILK			
PAPER HPT FF WHITE MILK			
COTTAGE CHEESE 5LB			
SOUR CREAM 5LB			
YOGURT 5LB			

Thank you very much for your time and cooperation.

Sincerely,

Rob Becker
President

Attachment A: Discount for Prompt Payment

20 calendar days ____ % / 30 calendar days ____ % / ____ calendar days ____ % is included. (Fill in applicable item).

(Discounts for prompt payment will **not** be considered in evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated above.)

All prices quoted are F.O.B. Bidders shall not include federal excise tax, transportation tax, or state sales tax in quotations, as these taxes do not apply to purchases by the participating districts. Federal Excise Tax Exemption Certificates will be furnished by the school upon request.

Bidder's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor, SPARC and the SFA.

I understand that each delivery will be inspected by a representative of the SFA and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

The undersigned hereby offers to provide milk as specified in this bid for the period starting August 1, 2022 and ending July 31, 2023.

* *Terms and Conditions of Service Agreement* *

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this RFP and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm)

Cedar Crest Dairy and that the information contained herein is true and correct to the best of my knowledge and belief. ** Except as noted in our service agreement.*

No employee of SFA shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and SFA.

I understand that the SFA reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Organization Name (print): Cedar Crest Dairy

Name and Title of Authorized Representative (print): Rob Becker, President

Address P.O. Box 38 City: Hudsonville State MI ZIP 49426

Signer's Printed Name: Robert E. Becker

Title: President

Signature (Of authorized representative): Robert E. Becker Date 5/10/22

* *please Note our Terms and conditions Agreement*

Attachment B: SIGNATURE PAGE

*This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for Proposal made by the SPARC Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Manistee Intermediate School District nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that the SPARC Consortium Members and their boards will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP

Company: Cedar Crest Dairy, Inc.

Name: Robert E. Becker

Signature of above: 

Title: President

Address: 5850 Balsam Drive

Hudsonville, MI 49426

Telephone: (616) 669-5170

Fax Number: (616) 669-7633

Date: _____

Are you a small business? Yes No

Are you a minority business? Yes No

If yes, list minority: (2) women

SPARC would like to make the same pricing structures available to our Associate Members that do not participate in a USDA Foods program. Please see Piggy Backing Clause on page 9. Associate Members are schools, academies etc. that do not receive USDA commodities so are not included on the member list on page 33. Bidders shall indicate whether they shall extend pricing to Associate Members in their delivery areas. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend pricing to SPARC Associate Members

Do not agree to extend pricing to SPARC Associate Members

ATTACHMENT C: BIDDER CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly, all responses.

LEGAL NAME OF FIRM: Cedar Crest Dairy, Inc.
DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT)
STREET ADDRESS: 2850 Balsam Drive (Po Box 38)
CITY: Hudsonville STATE: MI ZIP: 49426

ALTERNATE ADDRESS: YES NO If yes, attach separate sheet with information.

PAY OR REMIT ADDRESS

LEGAL NAME OF FIRM: Cedar Crest Dairy
STREET ADDRESS: PO Box 38
CITY: Hudsonville STATE: MI ZIP: 49426

FIRM TELEPHONE NUMBER: (616) 469-5170
TOLL FREE NUMBER: (877) 469-5170
FAX NUMBER: (616) 469-7633
EMAIL: jpetroelje@cedarcrestdelivers.com

FIRM'S FEDERAL IDENTIFICATION NUMBER: 38-2316302
SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.

Emergency Contact Person for After/Before Hours Nate Becker
TELEPHONE NUMBER: (616) 797-1121
CELL PHONE NUMBER: (616) 437-7264
FAX NUMBER: (616) 469-7633
EMAIL: nbecher@cedarcrestdelivers.com

Contact Person: Product Information (ingredient listings and nutrient analysis)

Customer Service
TELEPHONE NUMBER: (616) 469-5170
CELL PHONE NUMBER: () Option 2
FAX NUMBER: (616) 469-7633
EMAIL: orderentry@cedarcrestdelivers.com

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Same As Above
TELEPHONE NUMBER: ()
CELL PHONE NUMBER: ()
FAX NUMBER: ()
EMAIL: _____

ATTACHMENT D: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and the Distributor shall execute this Independent Price Determination Certificate.

Cedar Crest Dairy
Name of Distributor

Name of School Food Authority

1. By submission of this bid, the Distributor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Distributor or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed to the Distributor and will not knowingly be disclosed by the Distributor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Distributor for the purpose of restricting competition.
 - c. No attempt has been made or will be made by the Distributor to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.

2. Each person signing this bid on behalf of the Distributor certifies that:
 - a. He or she is the person in the Distributor's organization responsible within the organization for the decision as to the prices being bid herein and has not participated, and will not participate, in any action contrary to 1.a through 1.c above; or
 - b. He or she is not the person in other Distributor's organization responsible within the organization for the decision as to the prices being bid herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1.a through 1.c above, and as their agent does hereby certify; and he or she has not participated, and will not participate in any action contrary to 1.a through 1.c above.

To the best of my knowledge, this Distributor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Robert Becker
Signature of Distributor's
Authorized Representative

Pres
Title

5/10/22
Date

In accepting this bid, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the bid referred above.

Signature of School Food Authority's
Authorized Representative

Title

Date

NOTE: Accepting a Distributor's bid does not constitute award of the contract.

Attachment E: CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:
State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public-school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

None

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: Robert E Becker Signature: [Signature]

Name of Company: Cedar Crest Dairy City: Hudsonville State: MI

ATTACHMENT F: SUSPENSION AND DEBARMENT CERTIFICATION
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

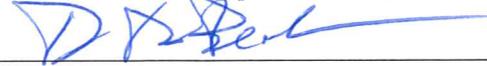
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Cedar Crest Dairy
Organization Name

Proposal Reference/Award Number or Project Name

Robert E. Becker
Name(s) and Titles of Authorized Representative(s)

Signatures: 

Date: 5/10/22

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, bid/proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Robert E. Becker
5/10/22 Date


Signature

Attachment G: Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, 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 U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Date: 5/10/22

Signature 

Attachment H: Certificate of Compliance
Michigan Public Act No. 517 of 2012
Iran Economic Sanctions Act

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the SPARC School District's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the SPARC School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the SPARC School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Company	Cedar Crest Dairy, Inc.
Name and Title of Authorized Representative	Robert S Becker
Signature	
Date	5/10/22

Attachment I: CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vendor (offeror) shall execute this Certificate.

THE VENDOR AGREES AS FOLLOWS

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the vendor.



Signature of Vendor



Title



Date

Attachment K: ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of Bidder: Robert E. Becker Signature: RT Becker

Name of Company: Cedar Crest Dairy City: Hudsonville State: MI

ATTACHMENT L: LOBBYING CERTIFICATION

we don't lobby!

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Cedar Crest Dairy
5850 Balsam Dr.

Hudsonville, mt 49426
Distributor Name/Address of Organization

Cedar Crest Pres Robert E Becker
Distributor Name/Title of Submitting Official

[Signature]
Signature

5/10/22
Date

Not applicable
-we don't lobby.

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or members of U.S. Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment N:

VENDOR STATEMENT OF QUALIFICATIONS

Company Name: Cedar Crest Dairy Phone Number: (616) 669-5170
 Company Address: PO Box 38 Fax Number: (616) 669-7633
Hudsonville, MI Contact Name: Rob Becker
49426 Contact Title: President
 Company website: cedarcrestdelivers.com Email: rbecker@cedarcrestdelivers.com

Number of years in business: 43

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located): Mercantile Bank, Grand Rapids, MI

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Name: <u>Lawrence Public Schools</u>	<u>- Delivery + rotation of milk.</u>
Address: <u>650 W. Saint Joseph St.</u> <u>Lawrence, MI 49064</u>	
Phone Number: <u>(269) 674-4281</u>	<u>- currently serving.</u>
Contact Name: <u>AJ Henderson</u>	
Name: <u>Union City Schools</u>	<u>- Delivery + rotation of milk</u>
Address: <u>430 St. Joseph</u> <u>Union City, MI 49094</u>	
Phone Number: <u>(517) 741-3312</u>	<u>- currently serving.</u>
Contact Name: <u>Deb McDowell</u>	
Name: <u>Walkerville Schools</u>	<u>- Delivery + rotation of milk.</u>
Address: <u>180 E Main St.</u> <u>Walkerville, MI 49459</u>	
Phone Number: <u>(231) 873-4850 x3328</u>	<u>- currently serving.</u>
Contact Name: <u>Sheri Boes</u>	

Signature: Robert E Becker Title: Pres Date: 5/10/22

**ATTACHMENT O: LIST OF MEMBER DISTRICTS WITH
CONFIRMATION OF WHICH WERE SERVED IN PAST AND WHICH ARE BEING BID FOR UPCOMING SCHOOL YEAR
(Due to COVID 19 Pandemic, counts for the 2021-2022 school year are unavailable)**

Company/Distributor: _____

	RA Name	Address	City	SY 2018-2019 Lunch Total	SY 2018-19 ADP	Served in 2021-22? Y/N	Bid for 2022-23? Y/N
1	Alleagan County Youth Home	2243 33RD ST	ALLEGAN	6303	35		
2	Athens Area Schools	4320 K DR S	EAST LEROY	51560	286		
3	Beaver Island Community School	37895 KINGS HWY	BEAVER ISLAND	4590	26		
4	Benton Harbor Area Schools	P.O. Box 1107823 Riverview Drive	Benton Harbor	239713	1332		
5	Berkeley School District	14501 TALBOT ST	OAK PARK	143665	798		
6	Bridge Academy	9600 BUFFALO ST	HAMTRAMCK	125894	699		
7	Central Academy	2459 SOUTH INDUSTRIAL HWY	ANN ARBOR	88453	491		
8	Clinton Community Schools	341 EAST MICHIGAN AVE	CLINTON	71970	400		
9	Clintondale Community Schools	35100 LITTLE MACK AVE	CLINTON TOWNSHIP	184080	1023		
10	East Jordan Public Schools	P.O. Box 399	East Jordan	91335	507		
11	Fitzgerald Public Schools	23200 RYAN RD	WARREN	287696	1598		
12	Fraser Public Schools	33466 GARFIELD RD	FRASER	340056	1889		
13	Frontier International Academy	13322 CONANT ST	DETROIT	79077	439		
14	Garden City Public Schools	1333 RADCLIFF ST	GARDEN CITY	234146	1301		
15	Global Heights Academy	23713 Joy Road	Dearborn Heights	35994	200		
16	Global Tech Academy	1715 E FOREST AVE	YPSILANTI	26476	147		
17	Grant Public School District	148 ELDER ST	GRANT	168189	934	N	Y
18	Huron Academy	11401 Metropolitan Prkwy	Sterling Heights				
19	Lawrence Public Schools	650 WEST SAINT JOSEPH ST	LAWRENCE	71944	400	Y	Y
20	Lincoln Consolidated School District	7425 WILLIS RD	YPSILANTI	251771	1399		
21	Manistee Area Public Schools	550 MAPLE ST	MANISTEE	133029	739		
22	Martin Luther King, Jr. Ed Ctr Acad	16827 APPOLINE ST	DETROIT	39306	218		
23	Monroe County Youth Center	3600 SOUTH CUSTER RD	MONROE	4765	26		

ATTACHMENT O: LIST OF MEMBER DISTRICTS with PAST AND PRESENT SERVICE

Company/Distributor:

	RA Name	Address	City	SY 2018-19 Lunch Totals	SY 2018-19 ADP	Served in 2021-22? Y/N	Bid for 2022-23? Y/N
	Oakland County Children's Village	1200 NORTH TELEGRAPH RD DEPT 63BLDG 63 WEST	PONTIAC	39706	221		
24	Oholei Yosef Yitzchak Lubavitch	14100 WEST 9 MILE RD	OAK PARK	18092	101		
25	Old Redford Academy	17195 REDFORD ST	DETROIT	204413	1136		
26	Our Savior Lutheran School	7910 EAST ST JOE HWY	LANSING	12661	70		
27	Our Shepherd Lutheran School	1658 EAST LCOLIN ST	BIRMINGHAM	18373	102		
28	Queen of Miraculous Medal School	811 SOUTH WISNER ST	JACKSON	22686	126		
29	River Rouge, School District	1460 COOLIDGE HWY	RIVER ROUGE	260574	1448		
30	Riverside Academy	6409 SCHAEFFER RD	DEARBORN	123373	685		
31	Saranac Community Schools	225 PLEASANT ST	SARANAC	73888	410		
32	St. John the Evangelist School	405 EAST NORTH ST	JACKSON	28675	159		
33	St. Mary Assumption School	204 ALBERS RD	BRONSON				
34	St. Paul Lutheran School	402 SOUTH BALLENGER HWY	FLINT	8605	48		
35	St. Paul Lutheran School	495 EARHART RD	ANN ARBOR	17996	100		
36	Tecumseh Public Schools	212 NORTH OTTAWA ST	TECUMSEH	147364	819		
37	Union City Community Schools	430 SAINT JOSEPH ST	UNION CITY	73262	407	Y	Y
38	Van Buren ISD	947 Donovan St.	Vanderbilt	13182	73		
39	Vanderbilt Area Schools	490 SOUTH PAW PAW ST	LAWRENCE	10865	60		
40	Walkerville Public Schools	145 EAST LATHROP STREET	WALKERVILLE	38345	213	Y	Y
41	Whitefish Township Schools	7221 NORTH M 123	PARADISE	5998	33		
42	Wolverine Community School District	P.O. Box 219	Wolverine	32660	181		
43	Yeshiva Beth Yehudah School	15751 Lincoln Dr	Southfield		0		
44							
45							
46							
47							

ATTACHMENT P: SELECTION CRITERIA & AWARD MATRIX

Selection Criteria and Award Matrix Form

Company Being Evaluated

Criteria	Max Points	Awarded
Completed and signed Dairy Bid Form Attachment A	Mandatory	
Completed and signed Signature Page - Attachment B	Mandatory	
Completed and signed Bidder Contact Information - Attachment C	Mandatory	
Completed and signed Independent Price Determination – Attachment D	Mandatory	
Completed, signed and notarized Conflict of Interest Affidavit - Attachment E	Mandatory	
Completed and signed Suspension & Debarment Certification – Attachment F	Mandatory	
Completed and signed Assurance and Certifications - Attachment G	Mandatory	
Completed and signed Iran Economic Sanctions Act - Attachment H	Mandatory	
Completed and signed Clean Air and Water Certificate - Attachment I	Mandatory	
Completed and signed Certificate of Liability Insurance - Attachment J	Mandatory	
Completed and signed Ethical Standards Affidavit – Attachment K	Mandatory	
Completed and signed Lobbying Certification - Attachment L	Mandatory	
Completed and signed Disclosure of Lobbying Activities - Attachment M	Mandatory	
Completed and signed Vendor Statement of Qualifications - Attachment N	Mandatory	
Completed and signed List of Member Districts Served- Attachment O	Mandatory	
All Attachments Completed and Submitted	10	
Explain your Recall and Biosecurity Plans	20	
Packaging	10	
Flavor	10	
Delivery Frequency	10	
Per Unit Pricing	40	
TOTAL POINTS	100	



**REQUEST FOR PROPOSAL (RFP)
FOR MILK & DAIRY PRODUCTS BIDS FROM DISTRIBUTORS**

**RFP Reference Number: RFP2223DAIRY
Date of request: APRIL 22, 2022**

Completed bids must be submitted no later than May 13, 2022 by 12:00 p.m. EDT

RFP issued by:

**Sara Gasiorowski, MBA, SNS
SPARC Administrator
Phone Number: 1-844-662-3767, ext 123
Email: sara@proteamadvisors.com**

PLEASE READ SOLICITATION CAREFULLY!

SPARC - SCHOOL PURCHASING AND RESOURCE CONSORTIUM

MEMO TO: Milk & Dairy Product Vendors
FROM: Sara Gasiorowski, SPARC Administrator
SUBJECT: **BIDS FOR THE 2022-2023 SCHOOL YEAR**
DATE: April 22, 2022

BIDS DUE VIA EMAIL BY 12:00 NOON, FRIDAY, May 13, 2022

Note: Aramark and Sodexo schools may have a corporate bid for that district and some districts may already have a multiple year contract with a milk company. Please include these schools in your list of SPARC school district members served

GENERAL INSTRUCTIONS FOR SUBMITTING BIDS

- 1] Provide a price list for each district on the attached form and include all items available for schools.
- 2] Complete, sign, scan and return all attachments.
- 3] Company/Distributor may bid **any or all** districts.
- 5] Company/Distributors must return bids via e-mail to SPARC@proteamadvisors.com by **12:00 noon EDT Friday, May 13, 2022.**

Note: the time indicated on the email receipt will be confirmation of the deadline being met.

- 6] Qualified bids will be sent to the districts no later than Wednesday, May 18, 2022. **Bids will be awarded by the individual school districts.** If you have questions concerning the bid award, please contact the SPARC Administrator and school district directly.

EMAIL SUBMISSION: All districts in Michigan use Email for their reporting and business transactions. Please transmit bid via Email; it will be forwarded to the districts designated. **SPARC will forward bids to districts.**

SPARC DIRECT CONTACT INFO:

sara@proteamadvisors.com

Cell phone at: 1-317-694-1169

Toll free at 1-844-662-3767, ext 123

DISTRIBUTOR'S STATEMENT OF NO BID

Due to the limited number of distributors for milk in our area, we are encouraged to seek out and request a STATEMENT OF NO BID in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the justification requirements for a single bid contract award. All distributors are highly encouraged to submit bids whenever possible.

If returning a STATEMENT OF NO BID please complete form below and e-mail it to the following address:

SPARC@proteamadvisors.com

Date: _____

We, the undersigned, have declined to participate in SPARC's invitation for distributors to submit bids in response to this solicitation for milk pricings for the following reasons:

- ____ We do not offer this product
- ____ Unable to meet specifications; please specify: _____
- ____ Unable to meet procurement requirements; please specify: _____
- ____ Unable to deliver to your location (area): _____
- ____ Other _____
- ____ Solicitation was too restrictive; please explain: _____

If possible, how could SPARC improve its procurement process to encourage more distributors, similar to your company, to respond to solicitations like this one?

PLEASE TYPE "STATEMENT OF NO BID FROM MILK DISTRIBUTORS" AS THE SUBJECT LINE IN EMAIL.

COMPANY NAME: _____

PREPARED BY: _____

SIGNATURE: _____

TELEPHONE: _____

EMAIL: _____

Table of Contents

Table of Contents	4
Request for Proposal (RFP) for milk bids from milk distributors	6
RFP Introduction	6
Administration of the School Meal Programs	6
Statutory and Regulatory Authority	6
Bid Submission Deadline	6
Bids must be e-mailed to	6
Submission of Bids	7
Bidding Documents	7
Bid Requirements	7
Errors/Omissions/Withdrawal of Bid	7
Gratuities	8
Non-Collusion	8
Method of Award	8
Bid protest procedures	8
Non-discrimination Statement	8
Contract Maintenance	9
Contract Modification	9
Piggy Backing.....	9
Type of Contract	9
Distributor Agreement	9
Contract Term	9
Distributor Performance and Evaluation	9
Delivery	9
Quality	9
Competitive Pricing	10
Rounding of Price(s)	10
Submission of Bid Pricing	10
Evaluation	11
Reservation of Rights	11
Payment Method	11
Discount for Prompt Payment	11
Risk of Loss	11
Taxes	11
Dairy Specifications	11
Relevant Characteristics	11
Packaging	12
Additional Procurement and Contract Terms	12
1.1 121.2 121.3 121.4 131.5 131.6 131.7 131.8 13 1.9 Emergency	
Purchasing.....	13
1.10 131.11 131.12	141.13
141.14	14
1.15	141.16
	141.17
	141.18
	151.19
15ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM	16/17
ATTACHMENT B: SIGNATURE PAGE.....	18
ATTACHMENT C: BIDDER CONTACT INFORMATION	19

ATTACHMENT D: INDEPENDENT PRICE DETERMINATION CERTIFICATE	20
ATTACHMENT E: CONFLICT OF INTEREST AFFIDAVIT.....	21
ATTACHMENT F: SUSPENSION AND DEBARMENT CERTIFICATION	22
ATTACHMENT G: ASSURANCES AND CERTIFICATIONS	22
ATTACHMENT H: IRAN ECONOMIC SANCTIONS ACT.....	24
ATTACHMENT I: CLEAN AIR AND WATER CERTIFICATE.....	25
ATTACHMENT J: CERTIFICATE OF LIABILITY INSURANCE.....	27
ATTACHMENT K: ETHICAL STANDARDS AFFIDAVIT.....	28
ATTACHMENT L: LOBBYING CERTIFICATION	29
ATTACHMENT M: DISCLOSURE OF LOBBYING ACTIVITIES	30
ATTACHMENT N: VENDOR STATEMENT OF QUALIFICATIONS.....	32
ATTACHMENT O: LIST OF MEMBERS w/ADDRESSES AND AGREEMENT TO SERVE.....	33
ATTACHMENT P: SELECTION CRITERIA AND AWARD MATRIX.....	35

Request for Proposal (RFP) for milk bids from milk distributors

RFP Introduction: This solicitation is requesting milk & dairy product bids from qualified dairy distributors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the School Purchase and Resource Consortium, hereinafter referred to as SPARC to procure milk & dairy products pricing from qualified milk distributors. Distributors may bid on **any or all** districts provided on the attached SPARC Member List. The SPARC administrator will forward all bids to SFA's, bids will be awarded by each district at their June Board Meeting. Dairy distributors are invited to submit electronic bids to provide Milk & Dairy Products to SPARC Members. A distributor who submits a bid in response to this solicitation will be hereinafter referred to as "Distributor" or "Bidder".

Administration of the School Meal Programs: The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Michigan Department of Public Education (MDE).

Statutory and Regulatory Authority: Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The SFA must comply with the requirements "passed down" to it from Congress, Office of Management and Budget (OMB), USDA, and the Michigan Department of Education (MDE), regulatory authority found, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP)
- 7 CFR Part 215 Special Milk Program for Children (SMP)
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced-price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program
- 2CFR Part 200.317-.326 Uniform Guidance
- 7 CFR Part 3052 Audit Requirements
- USDA and MDE program regulations guidance and instructions
- State law, regulations, and policies that are not in conflict with federal requirements
- Local law, regulations, and policies that are not in conflict with federal requirements

Each SFA as a local agency administering the school meal programs has the legal authority to operate the school meals programs in one or more schools within its district.

Bid Submission Deadline: Friday, May 13, 2022 by 12:00 P.M. EDT

Bids forwarded to Districts: by Wednesday, May 18, 2022 by 5:00 P.M. EDT

Electronic Bids will be accepted up to, and no bid will be accepted after the bid submission deadline. Time is Eastern Daylight Time as indicated on the e-mail received by SPARC. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Bidder to ensure that the bid arrives at the required location by the bid submission deadline. Submitted bid shall remain valid for sixty (60) days from the bid submission deadline.

If SPARC determines there is a discrepancy in or omission from this solicitation prior to the bid submission deadline, an addendum will be issued to all Bidders that have submitted bids or Bidders that have requested a copy of the solicitation.

Bids must be e-mailed to SPARC@proteamadvisors.com by the date and time specified above.

Submission of Bids: It is the Bidder's responsibility to assure that its bid is received by this deadline, no exceptions. Bidders may request a confirmation receipt. Regardless, it is the responsibility of the Bidder to confirm and ensure that electronic bid was received by submission deadline.

SPARC will not be responsible for the opening of, post-opening of, or failure to open a bid not properly addressed or identified correctly in the email subject line.

Bidding Documents: SPARC assumes no responsibility for errors or misinterpretations resulting from the use of complete or incomplete solicitation documents. It is the Bidder responsibility to use a complete set of bid documents in the preparation and submission of its bid. The forms furnished as part of this solicitation MUST be used for bidding and must be signed by the Bidder. Bid responses will not be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your bid being disqualified.

Bid Requirements: Bidder will need to complete, sign, and return all attachments:

- ATTACHMENT A: DISTRIBUTOR MILK BID FORM
- ATTACHMENT B: SIGNATURE PAGE
- ATTACHMENT C: BIDDER CONTACT INFORMATION
- ATTACHMENT D: INDEPENDENT PRICE DETERMINATION CERTIFICATE
- ATTACHMENT E: CONFLICT OF INTEREST AFFIDAVIT
- ATTACHMENT F: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT G: ASSURANCES AND CERTIFICATIONS
- ATTACHMENT H: CERTIFICATE OF COMPLIANCE IRAN ACT
- ATTACHMENT I: CLEAN AIR AND WATER CERTIFICATE
- ATTACHMENT J: CERTIFICATE OF LIABILITY INSURANCE
- ATTACHMENT K: ETHICAL STANDARDS AFFIDAVIT
- ATTACHMENT L: LOBBYING CERTIFICATION
- ATTACHMENT M: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT N: VENDOR STATEMENT OF QUALIFICATIONS
- ATTACHMENT O: LIST OF SCHOOLS W/ADDRESSES & AVERAGE DAILY PARTICIPATION (EXCEL)
- ATTACHMENT P: SELECTION CRITERIA & AWARD MATRIX

In addition to the attachments, Bidders will need to provide the following information described in *Additional Procurement and Contract Terms* section of this RFP:

- Section: *Additional Procurement and Contract Terms* subsection 1.7 *Food Recall*: Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.
- Section: *Additional Procurement and Contract Terms* subsection 1.8 *Biosecurity*: Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

Cost of Preparing Bid: Distributors are responsible for the costs of preparing and submitting the bid and possible presentations. Materials submitted as part of the Distributor bid will become the property of the SFA unless otherwise noted.

Errors/Omissions/Withdrawal of Bid: Bidders must check price quotations for mathematical and typographical errors before submittal. Failure to comply may result in disqualification of bid. A bid may be withdrawn after the time and date designated for receiving bids if clear and convincing sworn, written evidence of obvious mechanical, clerical, or mathematical error is furnished by the Bidder within 48 hours of bid opening.

Negligence on the part of the Bidder in preparing bid confers no right of withdrawal or modification of bid after bids have been opened.

Gratuities: Bidders are expressly advised that gratuities are not allowed. SFA employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material

gain. The SFA will investigate reported violations. Bidders, whom the SFA finds to have violated these provisions, may be barred from doing business with the SFA; employees may be disciplined according to SFA policy.

Non-Collusion: By submission of the bid, the Bidder certifies that the bid has been arrived at independently and submitted without collusion with any other Bidder and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Bidder and will not be communicated to any person prior to the official opening of the bid.

Method of Award: Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the most responsive and responsible Bidder with the lowest matrix score. Due to the locations of SPARC Members multiple distributors may be awarded a contract. **Each district will award contracts at their June Board Meeting.** Winning Bidders will be herein referred to as the *“Selected Distributor.”*

- A *“responsive Bidder”* will be able to meet the requirements described in this solicitation.
- A *“responsible Bidder”* is willing and capable of furnishing the goods or services described in this solicitation.

Bid protest procedures: If any Distributor who submitted a bid has an objection to the award of the contract to the apparent Selected Distributor, the objecting Distributor shall furnish that protest, in writing, to SPARC within two (2) business days of the date of the Distributor notification of the awarded contract. The protest shall describe in detail the basis for the protest and the schools involved and shall request a determination under this section. If a protest is filed in a timely fashion, the SPARC Executive Director will forward the protest information to the appropriate school official. The School Official and SFA will review the basis for the protest and relevant facts under such terms and conditions as they consider proper. Upon completion of the review, the School Official or SFA shall submit its findings and recommendations to the school board members who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the SFA's school board members, the SFA will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Distributor.

Non-discrimination Statement: In accordance with Federal Civil Rights law and U.S. Department of Agriculture (USDA) Civil Rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior credible activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Contract Maintenance: The SFA will communicate with Selected Distributor if necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other selected Distributor issues.

Contract Modification: The SPARC and the SFA reserves the right to modify the awarded contract by mutual agreement between the SPARC and/or SFA and Selected Distributor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

Piggy Backing: If agreed to by both SPARC and the Selected Distributor/s commercial pricing offered in this bid will be open to any school district or other such governmental agencies or eligible entities, who may join the USDA Foods consortium annually by October 15 via the MDE Child Nutrition Program Application. Additional members may join to take advantage of commercial bid pricing only when identified by October 15th and also listed within this RFP.

Type of Contract: SFA will award a firm fixed price or Escalator/De-Escalator with economic price adjustment. Bidders must submit both types of pricing to be considered responsive and eligible to be awarded a contract. For Escalator/De-Escalator pricing, all milk prices shall be firm for 60 days, after which prices for milk may be increased or decreased according to the following: each half-pint of milk bid price will be adjusted \$.001 for every \$.15 CWT (hundredweight) change in Class 1 raw milk prices from the bid price month based on the monthly Federal Milk Order Announcement for the applicable geographical zone. **When prices change, notification of changes must be sent to both the district and the SPARC Administrator.**

Distributor Agreement: Selected Distributor will need to sign a contract upon notification by SFA. This contract (awarded contract) will include terms and conditions as described in this RFP, submission responses from the bid of the Selected Distributor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Distributor.

Contract Term: The awarded contract period shall be **August 1, 2022 to July 31, 2023.** Upon mutual agreement of SPARC and the Vendor, the bid may be renewed annually for one (1) year, and annually up to four (4) additional years.

Distributor Performance and Evaluation: The Selected Distributor performance process will involve evaluating the Selected Distributor's overall quality status, as well as evaluating the quality of each material or service the SFA awards as a result of this RFP to purchase from the said Selected Distributor. Prior to the invoice submission, the Selected Distributor shall meet with a SFA representative to discuss and review deliverables and timeline events for said services and products. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Distributor performance.

Delivery: Dairy Products will be delivered to SFA's at or before scheduled time listed below.

Each delivery shall accompany a delivery ticket, dated and showing quantity of milk delivered.

Each delivery shall accompany a duplicate delivery ticket, dated and showing quantity of milk delivered.

Driver is expected to put milk in the appropriate storage area and rotate all stock.

Unless an order specifies a different delivery point, all deliveries under the awarded contract shall be free on board (FOB) destination. Title and risk of loss of all goods shall pass to the SFA upon final acceptance.

Delivery dates and times will be between the Bidder and the SFA. Due to storage limitations, most SFA's prefer delivery every other day by 10:00 a.m. If you cannot meet these timelines, please explain how often and times you can deliver. The SFA will not be responsible for any goods delivered or services performed that were not authorized by an authorized representative of the SFA.

Quality: All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the SFA. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The SFA shall have the right at all times during the performance of the awarded contract to conduct such tests and inspections as is deemed necessary to assure

Selected Distributor's compliance with the awarded contract. The SFA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

Competitive Pricing: Bidders will need to complete "Attachment A: DISTRIBUTOR DAIRY BID FORM". Bidders are encouraged to submit the most competitive pricing possible because SPARC will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. If, for any reason, this solicitation has limited a Bidder's ability to provide a competitive bid, contact SPARC to let us know how SPARC could increase competition.

Rounding of Price(s): Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousand place) shall be rounded downward (i.e., a price of \$3.64528 shall be computed and considered \$3.6452).

Submission of Bid Pricing: Bidders must bid using firm fixed price or Escalator/De-Escalator price with economic price adjustment on fluid milk products. Bid pricing will apply to all sites regardless of delivery frequency. Products other than fluid milk products' prices are to remain firm for the entire term of the awarded contract. Unit prices must be given for each item. All milk prices shall be firm for 60 days, after which prices for milk may be increased or decreased based on the increase or decrease of Class I raw milk price as announced by the Michigan Milk Producers Association. The milk price adjustment will be in direct relationship to the announced price increase or decrease. Use the milk bid form for submission of an adjustable price bid.

NOTE: Bidder must provide with the bid a statement of: the ratio of MMPA price change to the change of product cost; and the MMPA milk price at time of bid.

- If raw milk price increase adjustments are necessary, a written notice shall be e-mailed to the Food Service Director in each participating district and the SPARC Contracted Administrator by the vendor at least 21 days prior to the effective date of the price increase. This notice must include: (1) the MMPA announced price; (2) the effective date of the increase and; (3) the revised ½ pint prices.
- If raw milk price decreases, a written notice will be e-mailed to the Food Service Director in each participating district and the SPARC Contracted Administrator by the vendor within 10 days prior to the effective date of price reduction. This notice must include: (1) the MMPA announced price; (2) the effective date of the decrease and; (3) the revised ½ pint prices.

The Selected Distributor's failure to furnish the SFA with the MMPA Class I raw milk price or Selected Distributor's failure to make price adjustments as milk prices fluctuate will disqualify the Selected Distributor from the benefits of the price adjustment clause and the price of milk to the SFA will revert to the lowest price paid by the SFA during the contract period.

Evaluation: Pricing will be evaluated based on lowest per unit costs.

Reservation of Rights: The SFA expressly reserves the following rights:

1. To reject any and all bids;
2. To reject any part of the bid not meeting the specifications set forth herein;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To re-award the solicitation to another Bidder in the event the Bidder to whom a bid is awarded defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

Bidder has the right to withdraw its bid if SFA changes the type of award as described herein.

Payment Method: Payment will be made by participating members directly to the Selected Distributor within 45 days of invoice. Each school district shall issue its own purchase order and shall make payment for its portion of these items. All bills to be paid after the monthly Board of Education meeting.

Payment Responsibility: The School Purchasing and Resource Consortium (SPARC) and its administrators act to coordinate cooperative purchasing for its members and are not responsible for bid determinations, delivery arrangements, or payments by participating members.

Discount for Prompt Payment: Discounts/terms for prompt payment will not be considered in the evaluation of bids. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the bid by the Bidder. As an alternative to offering a prompt payment discount in conjunction with the bid, Bidder may include prompt payment discounts on individual invoices, if awarded the contract.

Risk of Loss: The Selected Distributor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Distributor or held by the Selected Distributor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Distributor until redelivery thereof to the SFA.

Taxes: Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Distributor.

Dairy Specifications: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the SFA includes manufacturer/brand name and numbers as a part of the description of any item, the Bidder may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording "no substitute" in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

Relevant Characteristics: Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed "equal" product or material must possess for the bid to be considered responsive. The relevant characteristics include the following:

- a. All dairy products delivered shall have been processed and packed in accordance with good commercial practice.
- b. All dairy products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.
- c. All dairy products must be produced and sold in compliance with all federal and state health laws and regulations.
- d. Exterior of packaging, cartons and delivery crates shall be free of dirt, ice, water, and milk and shall be in such conditions that they can be placed directly on the serving line.
- e. Milk shall be fresh, Grade A, homogenized, pasteurized, and enriched with vitamins A and C.
- f. All flavored milks shall contain no more than twenty-two (22) grams of sugar with no high fructose corn syrup added and no more than 150 calories.
- g. No water, preservatives or other foreign substances shall be added except vitamins A and D at levels specified by U.S. Food and Drug Administration (FDA) and consistent with state and local standards.
- h. All milk shall not be treated with artificial bovine growth hormones or rBST.
- i. Any dairy products unsatisfactory in the judgment of the SFA will be returned and must be replaced immediately by the Select Distributor.
- j. The Selected Distributor must be able to supply the schools with **all types of dairy products at all times.**
- k. Selected Distributor will be required to pick up empty crates upon delivery at each school site.

- l. Fresh milk and other dairy products shall be available for consumption when schools are in session. Quantities of milk left over on the last day of school, before winter and spring recesses, and at the closing of schools in June and July shall be picked up by the Select Distributor, and amount credited to the school from which milk was picked up. **A credit receipt shall be left at SFA at the time of pick up.**
- m. *Finished product:* Fluid milk and milk products shall be formulated and packaged in accordance with current good manufacturing practices.
- n. *Pasteurization/Homogenization:* Pasteurization shall be in accordance with state and federal requirements. The fluid milk and milk products shall be homogenized.
- o. *Foreign material:* Fluid milk and milk products shall be clean, sound, wholesome, and be free from foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.
- p. *Flavors:* All types of fluid milk and milk products shall be free from all undesirable and objectionable flavors, have a pleasingly sweet distinctive individual characteristic flavor and shall possess a pleasing and desirable characteristic aroma.
- q. *Chocolate flavoring:* The chocolate flavoring shall be derived from cacao products. The flavoring products shall have a pleasingly sweet distinctive chocolate flavor free from objectionable flavors.
- r. *Color:* All types of fluid milk and milk products shall be uniformly colored throughout and characterize the type and/or flavor it represents.
- s. *Body:* The body of fluid milk and milk product types shall be smooth with an acceptable mouth feel. They shall not be slimy, ropy, or show evidence of wheying-off or floating fat particles. The body shall be smooth, uniform, and of medium consistency. They shall be free from undesirable gas formation, wheying-off, and practically free from entrapped air.
- t. *Shelf life and age requirement:* All fluid milk and milk products upon delivery shall have no less than 7 days prior to going out of condition.

Packaging: Preservation, packaging, packing, labeling, and case marking shall be commercial unless otherwise specified in the solicitation, contract, or purchase order. Milk cartons shall be coded with expiration date in accordance with current dairy practices and/or requirements. Each carton shall contain proper nutrition and caloric information pertaining to its contents and weight according to federal and state regulations.

All milk shall be stored in clean mechanically refrigerated trucks or coolers and kept at a temperature of 35 to 40 degrees Fahrenheit (not iced).

Type of milk containers

- a. Milk cartons shall be gable top, one-half pint, plastic impregnated, leak proof, and disposable.
- b. Plastic, 8 oz bottles with twist caps. Caps will be color coded for different milk products.
- c. Opaque plastic jug, gallon, leak-proof, disposable with tamper evident cap.

Additional Procurement and Contract Terms

1.1 Free and Open Competition: This solicitation is intended to promote free and open competition. If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Distributor to notify Sara Gasiorowski, sara@proteamadvisors.com so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

1.2 Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Distributor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

1.3 Access to Records: Access shall be granted by Selected Distributor to the SPARC Director, SFA, state agency, USDA, Inspector General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of Selected Distributor, which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

1.4 Inspection of Public Records: All information received from Select Distributor shall be subject to inspection once the contract is awarded under Michigan's Freedom of Information Act (FOIA).

1.5 Buy American: SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement. In the event an exception needs to be made, only the SFA can grant that exception in advance of the delivery of non-domestic products.

1.6 Food Laws: Distributor shall be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to, a Hazard Analysis, and Critical Control Point (HACCP) plan. SFA may inspect Selected Distributor's facilities and vehicles. Selected Distributor must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

1.7 Food Recall: Distributor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

1.8 Biosecurity: Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

1. **Emergency Purchasing:** SFA's reserves the right to purchase from another source in the event of a shortage, recall or situation on the Distributors part that prevents the Distributor from making said deliveries.

1.9 Mutual Agreement Termination: With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

1.10 Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

1.11 Termination for Convenience: The SFA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Selected Distributor.

1.12 Final Payments: Upon any termination of the awarded contract, the SFA will pay for all earned amounts to include a prorated portion of monthly amounts for products or services completed up to the effective date of termination. The Selected Distributor shall submit all required reports and other information.

1.13 Subcontract: Any subcontract must have the approval of the SFA. This situation must be approved prior to any deliveries being made to the individual school.

1.14 Awarded Contracts over \$150,000: The Selected Distributor must comply with the applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [(42 USC 1837 (h))], Section 508 of the Clean Water Act (32 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA list of violating facilities. Selected Distributor shall report any violations to the SFA, the USDA and to the EPA assistant administrator for enforcement.

1.15 Debarment and Suspension: To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement with each bid on each contract. By signing the certification statement, the Distributor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Distributor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, declared non-responsive.

1.16 Indemnity and Insurance

- a. The Selected Distributor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the SFA, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. The Selected Distributor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or employees. However, the Selected Distributor shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the SFA, its officers, its agents or its employees.
- b. The Selected Distributor shall, as a minimum, obtain and maintain during the entire period of performance of the awarded contract insurance provided by insurers authorized to transact business in Michigan, has and maintains at a minimum the following coverage placement:
 - i. Worker's compensation and employee liability insurance – worker's compensation insurance limits as required by the Labor Code of the State of Michigan. The policy shall include a waiver of subrogation in favor of the SFA.
 - ii. Comprehensive general liability/professional liability insurance – For standard contracts, minimum limits of \$1,000,000 per occurrence. The policy shall include a waiver of subrogation in favor of the SFA with an additional insured endorsement.
 - iii. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract. The policy shall include a waiver of subrogation in favor of the SFA.
 - iv. Excess liability insurance – the SFA reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer's liability, general liability, and auto liability. It shall also be as broad as the underlying policies of liability. Limits of excess liability coverage will be established based on the size and scope of the contract project. Additional insured and/or waiver of subrogation endorsements will be required.

- c. The minimum insurance amounts specified in paragraph b shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then SFA shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Selected Distributor.
- d. The insurer's cost of providing the insured's defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Selected Distributor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the awarded contract or its license to do business in Michigan is revoked or expires, the Selected Distributor shall not meet the requirements of the awarded contract.
- e. Certificates of insurance evidencing that the requirements of paragraph b have been met shall be furnished to SFA before work is commenced with respect to performance under the awarded contract. The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as SFA may require or approve, and with insurers approved by SFA. Provisions shall be made for thirty (30) day's advance written notice by mail to SFA of change in or cancellation of such insurance.
- f. In the event the Selected Distributor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the awarded contract, SFA shall have the right to withhold any payments or partial payments required to be made under the awarded contract; and shall have the right to continue withholding any or all of said payments so long as the Selected Distributor has not complied with the requirements of this clause.

1.17 Appropriations and Approval: Any and all obligations of the SFA under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the SFA, state, or federal grant.

1.18 Hazardous Material: The Bidder represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished, or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID

The following pricing is being submitted in response to the request for dairy bids from distributors.
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	FIXED Unit Pricing	Esc/De-Esc Pricing
	½ pt in carton	Milk, skim, chocolate	Prairie Farms		N/A
	½ pt in carton	Milk, 1% white	Prairie Farms		.2871
	½ pt in carton	Milk, 1% Strawberry	Prairie Farms		.3123
	½ pt in carton	Milk, 1% chocolate	Prairie Farms		.3123
	½ pt in carton	Milk, 1% various flavors	Prairie Farms		.3123
	½ pt in carton	Milk, Skim, white	Prairie Farms		.3043
	½ pt in plastic bottle	Milk, skim, chocolate			N/A
	½ pt in plastic bottle	Milk, 1% white			N/A
	½ pt in plastic bottle	Milk, 1% strawberry			N/A
	½ pt in plastic bottle	Milk, 1% chocolate			N/A
	½ pt in plastic bottle	Milk, 1% various flavors			N/A
	½ pt in plastic bottle	Milk, skim			N/A
	½ pt in carton	Soy milk, chocolate Shelf stable	Prairie Farms		.59
	½ pt in carton	Soy milk, vanilla			
	Five lb tub	Cottage cheese, 2%			8.85
	Five lb tub	Sour cream, imitation, or Crema			8.05
	Thirty two 24oz tub	Yogurt, plain, fat free, no high fructose corn syrup added			1.95
	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added			5.92
	Thirty two 24oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added			1.95
	Thirty two 24oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach			1.95



SPARC

May 11, 2022

ATTENTION: Sara Gasiorowski, Administrator

Prairie Farms Dairy welcomes the opportunity to submit the following bid for dairy products delivered to your schools.

ESCALATOR CLAUSE: Prices bid for half pint milk are guaranteed to the end of your bid; except, prices are subject to change UP or DOWN monthly to reflect cost changes for raw milk components or other raw material. The quoted prices are based on the **May 2022** announced Federal Order #33 3.5% Class I price of **\$27.65**

TERMS: Net / 28 days.

DELIVERIES: Normally twice per week or a mutually agreed upon time.

CREDIT POLICY: Credits will be issued for any manufacturing defect. Credits will not be issued for out dates due to school closings. Milk will be delivered with a minimum 7 days shelf life.

EQUIPMENT: Milk Coolers furnished with price: Yes ___ No X

PRICING: See attached list.

Thank you for your invitation to bid. Partial awards are not acceptable and we reserve the right to withdraw or amend the bid if not accepted within 30 days of the due date. If you have any questions, please feel free to contact me.

Sincerely,

Steve London, Sales Manager
Prairie Farms Dairy
215 N. Hill Brady Rd
Battle Creek, Michigan 49037
231-642-1671
slondon@prairiefarms.com

3820 Federal Order 3.5% Price \$27.65 - Dairy Supplied Equipment will add \$.015/hpt				
<u>PROD #</u>	<u>Lkup</u>	<u>SIZE</u>	<u>PRODUCT</u>	<u>May 22 Price</u>
1060	1060	GAL	WHOLE	4.5063
1229	1229	GAL	2%	4.1537
1350	1350	GAL	1%	3.8950
1421	1421	GAL	SKIM	3.6540
4994	4994	GAL	CHOCOLATE 1%	4.1884
1092	1092	HGAL	WHOLE PLST	2.3843
1303	1303	HGAL	2% PLST	2.1748
1361	1361	HGAL	1% PLST	2.0634
1445	1445	HGAL	SKIM PLST	1.9486
5846	5846	HGAL	CHOC PREM PLST	2.6971
1165	1165	HPT	WHOLE 50/CS	0.3245
1331	1331	HPT	2% 50/CS	0.3099
4752	4752	HPT	1% 50/CS	0.2871
5404	5404	HPT	SKIM 50/CS	0.3043
1555	1555	HPT	CHOCOLATE 1% 50/CS	0.3123
13877	13877	HPT	STRAW 1% 50/CS	0.3123
34014	34014	HPT	1% PNTRY FRESH	0.5900
34015	34015	HPT	CHOC 1% PNTRY FRESH	0.5900
29578	29578	14 OZ	WHOLE UHT PLST	0.8461
29579	29579	14 OZ	2% UHT PLST	0.8438
29580	29580	14 OZ	SKIM UHT PLST	0.8401
ALL	29583	14 OZ	UHT FLAVORS (5 TYPES)	0.8483
29586	29586	14 OZ	CHOC 1% UHT PLST	0.8443
1963	1963	PT	JUICE ORANGE PLAST	0.7630
8508	8508	4 OZ	JUICE APPLE	0.1623
1977	1977	4 OZ	JUICE ORANGE	0.1723
ALL	1600	5 LB	SOUR CREAM	8.0507
ALL	1605	1 LB	SOUR CREAM	1.8205
ALL	1669	5 LB	COTT CHEESE	8.8572
ALL	1700	24 OZ	COTT CHEESE	4.0858
ALL	1719	16 OZ	COTT CHEESE	1.7949
ALL	30339	5 OZ	COTT CH SC-FLAVORED	0.9767
21680	21680	4 OZ	COTT CH LOWFAT	0.5421
ALL	1829	5 LB	YOGURT	5.9210
ALL	24837	24 OZ	YOGURT	1.9513
ALL	24927	7 OZ	YOGURT SMOOTHIE	0.7716
ALL	20285	6 OZ	YOG REG & FF	0.5354
ALL	23639	4 OZ	YOGURT FF	0.2964

Attachment A: Discount for Prompt Payment

20 calendar days 0 % / 30 calendar days 0 % / 0 calendar days 0 % is included. (Fill in applicable item).

(Discounts for prompt payment will **not** be considered in evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated above.)

All prices quoted are F.O.B. Bidders shall not include federal excise tax, transportation tax, or state sales tax in quotations, as these taxes do not apply to purchases by the participating districts. Federal Excise Tax Exemption Certificates will be furnished by the school upon request.

Bidder's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor, SPARC and the SFA.

I understand that each delivery will be inspected by a representative of the SFA and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

The undersigned hereby offers to provide milk as specified in this bid for the period starting August 1, 2022 and ending July 31, 2023.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this RFP and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm)

Prairie Farms and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of SFA shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and SFA.

I understand that the SFA reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Organization Name (print): Prairie Farms

Name and Title of Authorized Representative (print): Steve London - Sales Manager

Address 215 N. Hill Brady Rd City: Battle Creek State Mi ZIP 49037

Signer's Printed Name: Steve London

Title: Sales Manager

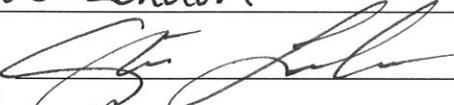
Signature (Of authorized representative): [Signature] Date 5/11/22

Attachment B: SIGNATURE PAGE

*This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for Proposal made by the SPARC Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Manistee Intermediate School District nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that the SPARC Consortium Members and their boards will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP

Company: Prairie Farms Dairy
Name: Steve London
Signature of above: 
Title: Sales Manager
Address: 215 N. Hill Brady Rd
Butte Creek Mi 49037
Telephone: 800.718.1143
Fax Number: 866.913.5932
Date: 5/11/22

Are you a small business? Yes No

Are you a minority business? Yes No

If yes, list minority: _____

SPARC would like to make the same pricing structures available to our Associate Members that do not participate in a USDA Foods program. Please see Piggy Backing Clause on page 9. Associate Members are schools, academies etc. that do not receive USDA commodities so are not included on the member list on page 33. Bidders shall indicate whether they shall extend pricing to Associate Members in their delivery areas. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend pricing to SPARC Associate Members

Do not agree to extend pricing to SPARC Associate Members

ATTACHMENT C: BIDDER CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly, all responses.

LEGAL NAME OF FIRM: Prairie Farms Dairy
DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT)
STREET ADDRESS: 215 N. Hill Brady Rd.
CITY: Butte Creek **STATE:** Mi **ZIP:** 49037

ALTERNATE ADDRESS: ___ YES NO If yes, attach separate sheet with information.

PAY OR REMIT ADDRESS
LEGAL NAME OF FIRM: Prairie Farms Dairy
STREET ADDRESS: 215 N. Hill Brady Rd.
CITY: Butte Creek **STATE:** Mi **ZIP:** 49037

FIRM TELEPHONE NUMBER: (~~800~~) 718.1143
TOLL FREE NUMBER: (~~800~~) 718.1143
FAX NUMBER: (~~866~~) 913.5932
EMAIL: bcorders@prairiefarms.com

FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.

Emergency Contact Person for After/Before Hours _____
TELEPHONE NUMBER: (~~800~~) 718.1143 X299
CELL PHONE NUMBER: () Sales Rep
FAX NUMBER: (~~866~~) 913.5932
EMAIL: bcorders@prairiefarms.com or Sales rep

Contact Person: Product Information (ingredient listings and nutrient analysis)
Ely Stark
TELEPHONE NUMBER: (~~866~~) 441.4334
CELL PHONE NUMBER: () N/A
FAX NUMBER: (~~866~~) 913.5932
EMAIL: estark@prairiefarms.com

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products
Brandy Thomas
TELEPHONE NUMBER: (~~800~~) 718.1143
CELL PHONE NUMBER: () N/A
FAX NUMBER: (~~866~~) 913.5932
EMAIL: bthomas@prairiefarms.com

ATTACHMENT D: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and the Distributor shall execute this Independent Price Determination Certificate.

Prairie Farms Dairy
Name of Distributor

SPARC
Name of School Food Authority

1. By submission of this bid, the Distributor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Distributor or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed to the Distributor and will not knowingly be disclosed by the Distributor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Distributor for the purpose of restricting competition.
 - c. No attempt has been made or will be made by the Distributor to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.

2. Each person signing this bid on behalf of the Distributor certifies that:
 - a. He or she is the person in the Distributor's organization responsible within the organization for the decision as to the prices being bid herein and has not participated, and will not participate, in any action contrary to 1.a through 1.c above; or
 - b. He or she is not the person in other Distributor's organization responsible within the organization for the decision as to the prices being bid herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1.a through 1.c above, and as their agent does hereby certify; and he or she has not participated, and will not participate in any action contrary to 1.a through 1.c above.

To the best of my knowledge, this Distributor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

[Signature]
Signature of Distributor's
Authorized Representative

Sales Manager
Title

5/11/22
Date

In accepting this bid, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the bid referred above.

Signature of School Food Authority's
Authorized Representative

Title

Date

NOTE: Accepting a Distributor's bid does not constitute award of the contract.

Attachment E: CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:
State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public-school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: Steve London Signature: 

Name of Company: Prairie Farms Dairy City: Battle Creek State: Mi

Attachment G: Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, 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 U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Date: 5/11/22

Signature _____

A handwritten signature in black ink, appearing to be "J. J. [unclear]", written over a horizontal line.

Attachment H: Certificate of Compliance
Michigan Public Act No. 517 of 2012
Iran Economic Sanctions Act

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the SPARC School District's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the SPARC School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the SPARC School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Company	Prairie Farms Dairy
Name and Title of Authorized Representative	Steve London - Sales Manager
Signature	
Date	5/11/22

Attachment I: CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vendor (offeror) shall execute this Certificate.

THE VENDOR AGREES AS FOLLOWS

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

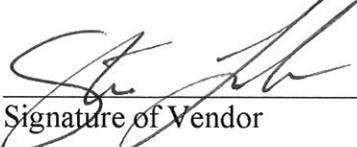
THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the vendor.



Signature of Vendor

Sales Manager

Title

5/11/22

Date

Attachment J: Certificate of Liability Insurance

<u>ACORD</u>		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED			INSURERS AFFORDING COVERAGE				
			INSURER A:				
			INSURER B:				
			INSURER C:				
			INSURER D:				
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	<i>See Attached</i>			EACH OCCURRENCE		\$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)		\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)		\$
	<input type="checkbox"/>				PERSONAL & ADV INJURY		\$
	<input type="checkbox"/>				GENERAL AGGREGATE		\$
	GENERAL AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG	
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)		\$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)		\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)		\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)		\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
<input type="checkbox"/>							
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT		\$
	<input checked="" type="checkbox"/> ANY AUTO				OTHER THAN EA ACC		\$
	<input type="checkbox"/>				AUTO ONLY: AGG		\$
	EXCESS LIABILITY				EACH OCCURRENCE		
	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE		\$
	<input type="checkbox"/>						\$
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC STATUTORY LIMITS	OTHER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT		\$
					E.L. DISEASE-EA EMPLOYEE		\$
					E.L. DISEASE - POLICY LIMIT		\$
	OTHER						\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER: __			CANCELLATION		

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Houchens Insurance Group		NAMED INSURED Prairie Farms Dairy, Inc. 3744 Staunton Road Edwardsville, IL 62025	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule & WI Work Comp
Prairie Farms Dairy, Inc.
Belfonte Ice Cream Co.
East Side Jersey Dairy, Inc.
GMS Transportation Company
Hiland Dairy Foods Co., LLC
Ice Cream Specialties, Inc.
Madison Farms Butter Co., LLC
PFD Supply Corporation
Turner Holdings LLC
SVF Retail, LLC DBA the Cheese Cave
RCS Acquisition, LLC
Shullsburg Creamery II, LLC.
Shullsburg Transportation, LLC.
Dairyman's Properties, LLC.
White Hill Cheese Company, LLC.

And all subsidiaries, affiliated, associated, controlled or allied companies, corporations or firms as now or hereafter constituted for which the Named Insured has responsibility for insuring and for which similar coverage is not otherwise more specifically provided.

Prairie Farms Dairy, Inc. operates Swiss Valley Farms as Prairie Farms Cheese Division

Other Worker's Compensation Policies:

Carrier:	Policy number:	Effective dates:	Limits:	NAIC #:
ACE Fire Underwriters	SCF C68925113 (WI)	4/01/2022 - 4/01/2023	See Page 1	20702

Attachment K: ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of Bidder: E. Steve London Signature: 

Name of Company: Prarie Farms Dairy City: Battle Creek State: Mi 49037

ATTACHMENT L: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Prairie Farms Dairy
215 N. Hill Brady Rd
Battle Creek, Mi 49037

Distributor Name/Address of Organization

Steve London Sales Manager

Distributor Name/Title of Submitting Official


Signature

5/11/22
Date

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or members of U.S. Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment N:

VENDOR STATEMENT OF QUALIFICATIONS

Company Name: Prairie Farms Dairy Phone Number: 800.718.1143
 Company Address: 215 N. Hill Brady Rd Fax Number: 866.913.5932
Battle Creek Mi Contact Name: Steve London
49037 Contact Title: Sales Manager
 Company website: prairiefarmsdairy.com Email: slondon@prairiefarms.com

Number of years in business: 85

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature  Title Sales Manager Date 5/11/22

References

Allegan	Barb Elenbaas - FSD	269-808-6616
Athens	Patricia Danato - FSD	269-729-5427
Charlotte	Brian Latty - FSD	517-896-2337
Galesburg-Augusta	Brian Dolph - FSD	269-484-2010
St Ignace	Carolyn Tamlin - FSD	906-430-0687
Traverse City	Tom Fretias - FSD	231-033-1911
Vicksburg	Maureen Ouvry - FSD	269-321-1000
Aramark	Any District	
Chartwell	Any District	
Sodexho	Any District	

TEL-269-441-6455
FAX-269-441-6456



PRAIRIE FARMS DAIRY, INC.
126 Brady Road
Battle Creek, MI 49037

Reference's

1. Western Michigan University

Larry Flynn
269-387-4848
Serviced for 15 years

2. Saginaw Valley State

Matt Wilton
989-964-4061
Serviced for 5 years

3. University of Michigan

Lindsay Haas
734-647-4244
Serviced for 25 years

4. Central Michigan

Micah Bramen
989-774-3353
Serviced 20 years

**ATTACHMENT O: LIST OF MEMBER DISTRICTS WITH
CONFIRMATION OF WHICH WERE SERVED IN PAST AND WHICH ARE BEING BID FOR UPCOMING SCHOOL YEAR
(Due to COVID 19 Pandemic, counts for the 2021-2022 school year are unavailable)**

Company/Distributor:

	RA Name	Address	City	SY 2018-2019 Lunch Total	SY 2018-19 ADP	Served in 2021-22? Y/N	Bid for 2022-23? Y/N
1	Allegan County Youth Home	2243 33RD ST	ALLEGAN	6303	35	N	Y
2	Athens Area Schools	4320 K DR S	EAST LEROY	51560	286	Y	Y
3	Beaver Island Community School	37895 KINGS HWY	BEAVER ISLAND	4590	26	No	No
4	Benton Harbor Area Schools	P.O. Box 1107823 Riverview Drive	Benton Harbor	239713	1332	Y	Y
5	Berkley School District	14501 TALBOT ST	OAK PARK	143665	798	Y	X
6	Bridge Academy	9600 BUFFALO ST	HAMTRAMCK	125894	699	Y	Y
7	Central Academy	2459 SOUTH INDUSTRIAL HWY	ANN ARBOR	88453	491	Y	Y
8	Clinton Community Schools	341 EAST MICHIGAN AVE	CLINTON	71970	400	Y	Y
9	Clintondale Community Schools	35100 LITTLE MACK AVE	CLINTON TOWNSHIP	184080	1023	Y	Y
10	East Jordan Public Schools	P.O. Box 399	East Jordan	91335	507	Y	Y
11	Fitzgerald Public Schools	23200 RYAN RD	WARREN	287696	1598	Y	Y
12	Fraser Public Schools	33466 GARFIELD RD	FRASER	340056	1889	Y	Y
13	Frontier International Academy	13322 CONANT ST	DETROIT	79077	439	Y	Y
14	Garden City Public Schools	1333 RADCLIFF ST	GARDEN CITY	234146	1301	Y	Y
15	Global Heights Academy	23713 Joy Road	Dearborn Heights	35994	200	Y	Y
16	Global Tech Academy	1715 E FOREST AVE	YPSILANTI	26476	147	Y	Y
17	Grant Public School District	148 ELDER ST	GRANT	168189	934	Y	Y
18	Huron Academy	11401 Metropolitan Prkwy	Sterling Heights			No	Y
19	Lawrence Public Schools	650 WEST SAINT JOSEPH ST	LAWRENCE	71944	400	No	Y
20	Lincoln Consolidated School District	7425 WILLIS RD	YPSILANTI	251771	1399	No	Y
21	Manistee Area Public Schools	550 MAPLE ST	MANISTEE	133029	739	Y	Y
22	Martin Luther King, Jr. Ed Ctr Acad	16827 APPOLINE ST	DETROIT	39306	218	No	Y
23	Monroe County Youth Center	3600 SOUTH CUSTER RD	MONROE	4765	26	Y	Y

ATTACHMENT O: LIST OF MEMBER DISTRICTS with PAST AND PRESENT SERVICE

Company/Distributor:

	RA Name	Address	City	SY 2018-19 Lunch Totals	SY 2018-19 ADP	Served in 2021-22? Y/N	Bid for 2022-23? Y/N
24	Oakland County Children's Village	1200 NORTH TELEGRAPH RD DEPT 63BLDG 63 WEST	PONTIAC	39706	221	No	Y
25	Oholei Yosef Yitzchak Lubavitch	14100 WEST 9 MILE RD	OAK PARK	18092	101	No	Y
26	Old Redford Academy	17195 REDFORD ST	DETROIT	204413	1136	Y	Y
27	Our Savior Lutheran School	7910 EAST ST JOE HWY	LANSING	12661	70	No	Y
28	Our Shepherd Lutheran School	1658 EAST LICOLN ST	BIRMINGHAM	18373	102	No	Y
29	Queen of Miraculous Medal School	811 SOUTH WISNER ST	JACKSON	22686	126	Y	Y
30	River Rouge, School District	1460 COOLIDGE HWY	RIVER ROUGE	260574	1448	Y	Y
31	Riverside Academy	6409 SCHAEFER RD	DEARBORN	123373	685	Y	Y
32	Saranac Community Schools	225 PLEASANT ST	SARANAC	73888	410	Y	Y
33	St. John the Evangelist School	405 EAST NORTH ST	JACKSON	28675	159	Y	Y
34	St. Mary Assumption School	204 ALBERS RD	BRONSON			Y	Y
35	St. Paul Lutheran School	402 SOUTH BALLENGER HWY	FLINT	8605	48	No	Y
36	St. Paul Lutheran School	495 EARHART RD	ANN ARBOR	17996	100	Y	Y
37	Tecumseh Public Schools	212 NORTH OTTAWA ST	TECUMSEH	147364	819	Y	Y
38	Union City Community Schools	430 SAINT JOSEPH ST	UNION CITY	73262	407	No	Y
39	Van Buren ISD	947 Donovan St.	Vanderbilt	13182	73	Yes	Y
40	Vanderbilt Area Schools	490 SOUTH PAW PAW ST	LAWRENCE	10865	60	No	Y
41	Walkerville Public Schools	145 EAST LATHROP STREET	WALKERVILLE	38345	213	No	Y
42	Whitefish Township Schools	7221 NORTH M 123	PARADISE	5998	33	No	No
43	Wolverine Community School District	P.O. Box 219	Wolverine	32660	181	Yes	Y
44	Yeshiva Beth Yehudah School	15751 Lincoln Dr	Southfield		0	No	Y
45							
46							
47							

ATTACHMENT P: SELECTION CRITERIA & AWARD MATRIX

Selection Criteria and Award Matrix Form

Company Being Evaluated

Criteria	Max Points	Awarded
Completed and signed Dairy Bid Form Attachment A	Mandatory	✓
Completed and signed Signature Page - Attachment B	Mandatory	✓
Completed and signed Bidder Contact Information - Attachment C	Mandatory	✓
Completed and signed Independent Price Determination – Attachment D	Mandatory	✓
Completed, signed and notarized Conflict of Interest Affidavit - Attachment E	Mandatory	✓
Completed and signed Suspension & Debarment Certification – Attachment F	Mandatory	✓
Completed and signed Assurance and Certifications - Attachment G	Mandatory	✓
Completed and signed Iran Economic Sanctions Act - Attachment H	Mandatory	✓
Completed and signed Clean Air and Water Certificate - Attachment I	Mandatory	✓
Completed and signed Certificate of Liability Insurance - Attachment J	Mandatory	
Completed and signed Ethical Standards Affidavit – Attachment K	Mandatory	✓
Completed and signed Lobbying Certification - Attachment L	Mandatory	✓
Completed and signed Disclosure of Lobbying Activities - Attachment M	Mandatory	✓
Completed and signed Vendor Statement of Qualifications - Attachment N	Mandatory	✓
Completed and signed List of Member Districts Served- Attachment O	Mandatory	✓
All Attachments Completed and Submitted	10	
Explain your Recall and Biosecurity Plans <i>Attached</i>	20	
Packaging <i>Attached</i>	10	
Flavor	10	
Delivery Frequency <i>8 case minimum 2 times per week</i>	10	
Per Unit Pricing	40	
TOTAL POINTS	100	



NEW!

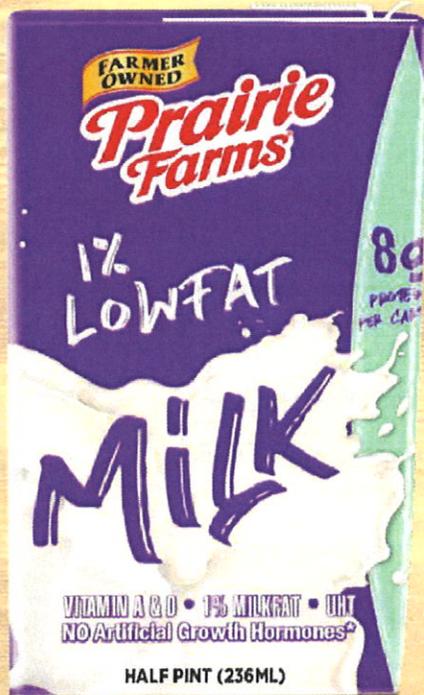
Choose 100% REAL Milk

Easy Storage | **No Refrigeration Required**

Grade A | Vitamin A & D | UHT

• **NO** Artificial Growth Hormones • **NO** Preservatives • Product of the U.S.A.

- Specially packaged to maintain quality for several months without refrigeration
- Unopened, cartons stay fresh stored at room temperature without reducing product quality or shelf life
- Once opened, the carton must be refrigerated and used within 7 days



Prairie Farms has your Milk Solution for SSO Pick-up **No Refrigeration Required**

USDA's Food and Nutrition Service established a waiver to allow the National School Lunch Program Seamless Summer Option (SSO) to operate when school is open during the regular school year through **June 30, 2022**.

State agencies may allow school food authorities to provide more than one day's worth of meals via a single meal pick-up or delivery. For example, the program operator could provide a quart of milk, instead of four 8 oz. cartons of milk, along with a menu showing that 8 oz. (1 cup) of milk is part of each meal.

Waivers vary by state. Check with your state agency or find the waiver at:
<https://www.fns.usda.gov/cn/child-nutrition-response-85>

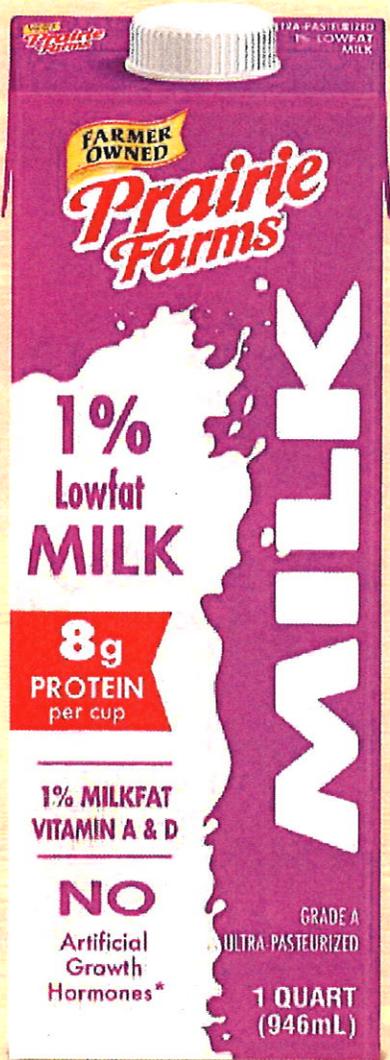
Contact Your Sales Representative for Date of Availability and Pricing



NEW!

Choose 100% REAL Milk

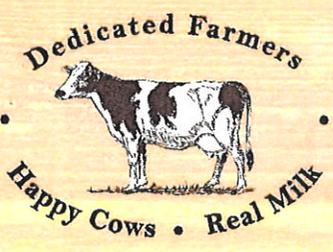
Easy Storage | No Refrigeration Required



Nutrition Facts	
4 servings per container	
Serving size 1 cup (236mL)	
Amount per serving	
Calories	100
% Daily Value*	
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	4%
Sodium 105mg	5%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 320mg	6%
Vitamin A 150mcg RAE	15%

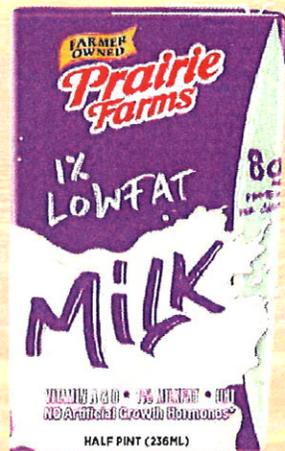
*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: LOWFAT MILK, VITAMIN A PALMITATE, VITAMIN D₃.
CONTAINS: MILK



Nutrition Facts	
Serving size 1 container	
Amount per serving	
Calories	140
% Daily Value	
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 150mg	7%
Total Carbohydrate 23g	8%
Dietary Fiber 1g	4%
Total Sugars 22g	
Includes 11g Added Sugars	22%
Protein 8g	
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0.5mg	3%
Potassium 420mg	8%
Vitamin A 150mcg	15%

INGREDIENTS: FAT FREE MILK, WHOLE MILK, SUGAR, COCOA, (PROCESSED WITH ALKALI), CARRAGEENAN, SALT, VITAMIN A PALMITATE, VITAMIN D₃.
CONTAINS: MILK



Nutrition Facts	
Serving size 1 container	
Amount per serving	
Calories	100
% Daily Value	
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	4%
Sodium 105mg	5%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 320mg	6%
Vitamin A 150mcg RAE	15%

INGREDIENTS: LOWFAT MILK, VITAMIN A PALMITATE, VITAMIN D₃.
CONTAINS: MILK



PROD. CODE	DESCRIPTION	UOM	UPC	GTIN
34011	1% Lowfat Milk, UHT, ESL, QT	12 x 32oz	0-72730-23314-0	30072730233141
34014	1% Lowfat Milk, UHT, ESL, HPT	27 x 8oz	0-72730-23612-7	30072730236128
34015	1% Lowfat Chocolate Milk, UHT, ESL, HPT	27 x 8oz	0-72730-26640-7	30072730266408

Contact Your Sales Representative for Date of Availability and Pricing

FARMER OWNED

Prairie Farms

NEW

Choose 100% Real
LACTOSE FREE
MILK



- Easy Storage
- No Refrigeration Required

Grade A | Vitamin A & D | 1% Milkfat | UHT | Half Pint
NO Artificial Growth Hormones* • NO Preservatives • Product of the U.S.A.



Same Nutrient Profile as Milk – Just Without the Lactose

- Excellent Source of Calcium
- A Good Source of Protein and Vitamins A & D
- Great Tasting and Easy to Digest! All of the Flavor. None of the Lactose.
- Specially packaged to maintain quality for several months without refrigeration
- Unopened, cartons stay fresh stored at room temperature without reducing product quality or shelf life
- Once opened, the carton must be refrigerated and used within 7 days



Nutrition Facts	
Serving size 1 container	
Amount per serving	
Calories 100	
	% Daily Value
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	4%
Sodium 130mg	6%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%

INGREDIENTS: LOWFAT MILK, LACTASE ENZYME** VITAMIN A PALMITATE, VITAMIN D₃.
CONTAINS: MILK
 **Ingredient not in regular milk.

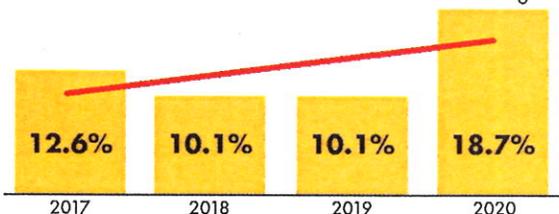


Item Number	Description	Size	Pack
34255	Prairie Farms 1% Lowfat Lactose Free Milk	Half Pint	27

Lactose Free + Extended Shelf Life

A Winning Combination for Retail and Foodservice

Lactose Free Milk is a Growth Segment
 Gallon Volume Retail Performance - Year Over Year Change



Shelf-Stable Milk is a Growth Segment
 Gallon Volume Retail Performance - Year Over Year Change

Shelf-Stable Milk	2019	2020	2021
Volume Share of Milk	0.8%	0.9%	1.1%
% Change VS. Year Ago	-0.3%	5.8%	18.3%

Lactose Free Milk in the National School Lunch Program

Lactose Free milk is currently allowed as part of the reimbursable school meal pursuant to **7 CFR 210.10. In the ***final rule on milk substitutions, FNS emphasized School Foodservice Authorities (SFAs) may offer lactose free milk to children who have lactose intolerance without requiring documentation from a medical authority. According to the rule, **there is no need to offer a fortified milk substitute to a student whose medical or special dietary need is lactose intolerance.**

**<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210/subpart-C/section-210.10>

***<https://www.federalregister.gov/d/E8-21293/p-16>

*The FDA has determined that no significant difference has been shown between milk derived from artificial growth hormone treated and non-artificial growth hormone treated cows.

Contact Your Sales Representative for Date of Availability and Pricing



School Milk

100% REAL | 1% Lowfat

Studies Show Children Want Lowfat Milk Options, and It's Good for Them.



FUN FLAVORS | Excellent Source of Calcium

- **NO** Artificial Growth Hormones
- Locally Owned by Farm Families
- Committed to Animal Care
- Committed to Sustainability
- Committed to Freshness
- Committed to Quality Assurance
- Strict Control – No Antibiotics*

*Ensures milk shipped to stores is free of antibiotics

Farm-to-Table Goodness

Prairie Farms is a tried and true brand that customers love. Our farm-to-table values align with your expectations about quality, food safety and transparency.

For over 80 years, our farmer-owners have been champions in the dairy industry.



Locally Owned • Locally Produced • Since 1938



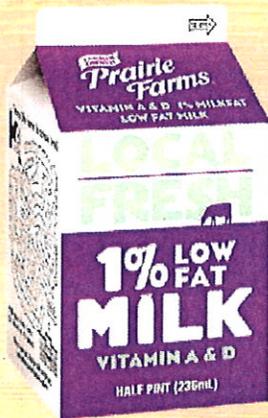
School Milk

100% REAL | 1% Lowfat

Studies Show Children Want Lowfat Milk Options, and It's Good for Them.



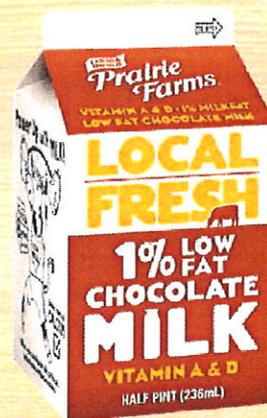
- Providing 1% milk has been shown to increase overall fluid milk consumption and sales at schools.
- Flavored and plain milk consumption could help close student's nutrient gap and improve learning.



Nutrition Facts	Amount/erving		% DV		
	Amount/erving	% DV	Amount/erving	% DV	
Total Fat	2.5g	3%	Total Carb.	11g	4%
Sat. Fat	1.5g	8%	Fiber	0g	0%
Trans Fat	0g		Total Sugars	11g	
Cholesterol	10mg	5%	Incl. Sug. Added Sugars	0%	
Sodium	120mg	5%	Protein	8g	16%
Calories per serving	100		Vit. D 15% • Calcium 25% • Iron 0% • Potas. 8% • Vit. A 15%		

INGREDIENTS: LOWFAT MILK, VITAMIN A PALMITATE AND VITAMIN D.

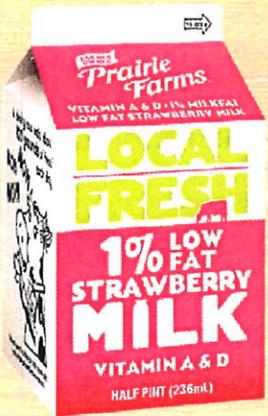
CONTAINS: MILK



Nutrition Facts	Amount/erving		% DV		
	Amount/erving	% DV	Amount/erving	% DV	
Total Fat	2.5g	3%	Total Carb.	24g	8%
Sat. Fat	1.5g	8%	Fiber	0g	0%
Trans Fat	0g		Total Sugars	22g	
Cholesterol	10mg	3%	Incl. 11g Added Sugars	22%	
Sodium	230mg	10%	Protein	8g	16%
Calories per serving	150		Vit. D 15% • Calcium 25% • Iron 0% • Potas. 8% • Vit. A 20%		

INGREDIENTS: LOWFAT MILK, SUGAR, CORNSTARCH, COCOA, ALKALIZED COCOA, SALT, CARRAGEENAN, NATURAL FLAVOR, VITAMIN A PALMITATE AND VITAMIN D.

CONTAINS: MILK



Nutrition Facts	Amount/erving		% DV		
	Amount/erving	% DV	Amount/erving	% DV	
Total Fat	2.5g	3%	Total Carb.	22g	8%
Sat. Fat	1.5g	8%	Fiber	0g	0%
Trans Fat	0g		Total Sugars	22g	
Cholesterol	10mg	3%	Incl. Sug. Added Sugars	18%	
Sodium	105mg	5%	Protein	8g	16%
Calories per serving	140		Vit. D 15% • Calcium 25% • Iron 0% • Potas. 8% • Vit. A 15%		

INGREDIENTS: LOWFAT MILK, SUGAR, CARRAGEENAN, NATURAL FLAVOR, BEET JUICE COLOR, VITAMIN A PALMITATE AND VITAMIN D.

CONTAINS: MILK



Nutrition Facts	Amount/erving		% DV		
	Amount/erving	% DV	Amount/erving	% DV	
Total Fat	2.5g	3%	Total Carb.	22g	8%
Sat. Fat	1.5g	8%	Fiber	0g	0%
Trans Fat	0g		Total Sugars	22g	
Cholesterol	10mg	3%	Incl. Sug. Added Sugars	18%	
Sodium	105mg	5%	Protein	8g	16%
Calories per serving	140		Vit. D 15% • Calcium 25% • Iron 0% • Potas. 8% • Vit. A 15%		

INGREDIENTS: LOWFAT MILK, SUGAR, MODIFIED FOOD STARCH, NATURAL FLAVOR, GUAR GUM, ANNATTO (COLOR), CITRIC ACID, VITAMIN A PALMITATE AND VITAMIN D.

CONTAINS: MILK



*The FDA has determined that no significant difference has been shown between milk derived from artificial growth hormone treated and non-artificial growth hormone treated cows.





April 25, 2022

BUY AMERICAN CERTIFICATION

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase to the maximum extent practicable, domestic commodities or products for use in meals served under the program.

The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

Prairie Farms certifies that our Juice products are 100% produced and packaged in the U.S., in our Prairie Farms plants located throughout the Tri-State area. Our products may contain domestic and/or imported juice concentrates, as a portion of the ingredients. No Prairie Farms Juice products are made outside of the U.S.

All Prairie Farms Juice products meet the “Limited Exceptions” clause as identified in the SP14-2012, “Procurement Questions Relevant to the Buy American Provision”, and as clarified in SP24-2016, “Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program”:

There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the “domestic” standard, in circumstances when use of domestic products is truly not practicable. Exceptions are:

- *The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality. Prairie Farms 100% Juice is made in the U.S.*
- *Competitive Bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. Prairie Farms 100% Juice is made utilizing juice concentrates from domestic sources when available and/or imported juice concentrates where domestic cost-effective sources do not exist.*

Per SP24-2016, a SFA using one of the above exceptions, will not need to request a waiver in order to purchase a non-domestic product. SFAs must, however, keep this documentation justifying the exception(s).

Products included under this are 4oz and 12oz Orange Juice and 4oz Apple Juice.

Regards,

Steve London
Sales Manager-Michigan

Farm Fresh quality...from our family to yours

215 N. Hill Brady Road • Battle Creek, MI 49037

Office 800.718.1143 • Fax 866.913.5932

Prairie Farms Dairy, Inc.

Recall Program

SQF Practitioner Approval:

Approval Date: 1/1/2019

Prairie Farms Dairy, Inc.

Recall Program

Table of Contents

I	Recall Program Defined.....	3
II	Recall Team Organizational Chart.....	4
III	Recall Team Member's Roster.....	5
IV	Recall Team Responsibilities.....	6-7
V	Product Recall Classifications, Examples, & Dispositions.....	8-9
	Further Clarification of Definitions.....	10
VI	Product Market Withdrawal, Example & Disposition.....	11
VII	Stock Recovery, Example, & Disposition.....	12

Appendix I

A.	Pick Up Notice.....	13
B.	Sample Recall Initiation Letter to FDA	14
C.	Sample Recall Initiation Letter to State.....	15
D.	Sample Employee Notification Letter	
	1. All Production & Office Personnel.....	16
	2. Cooler, Distribution & Sales Personnel.....	17
	3. All Accounting Personnel.....	18
E.	Sample Customer Notification Letter.....	19

Recall Program

The recall program outlines procedures the company will implement in the event of a product recall. The objective of the written recall procedure is to ensure that an identified food is removed from the market as efficiently, rapidly, and completely as possible, and the procedure can go into operation at any time. The program's effectiveness is validated by conducting mock recalls, two times per year.

A true recall occurs only when the product in question violates a law or regulation and would be serious enough to require an embargo or product seizure by a regulatory agency. Recalls are voluntary actions by a company to avoid forced removal of products by FDA or other regulatory agencies.

Recall Team Organization Chart

Team Chairman

General Manager
Andy Fish

Recall Coordinator

QA Manager
Kali Stone

Team Members

Andy Fish
Mike Hedge
Kali Stone
Tom Skiles
Steve London
Doug Forbes
Chad Hiltner
Elly Stark
Heather Beck

Recall Team Members Roster

NAME	POSITION	OFFICE PHONE	CELL
Andy Fish	General Manager	269-441-6455 Ext. 207	813-451-3526
Mike Hedge	Plant Manager	269-441-6455 Ext. 209	219-379-4342
Tom Skiles	Supply Chain	269-441-6455 Ext. 222	269-720-9774
Kali Stone	Q. A. Manager	269-441-4320	269-282-4203
Steve London	Sales Manager	269-441-6455	231-642-1671
Doug Forbes	Cooler Manager	269-441-6455 Ext. 216	269-665-9760
Chad Hiltner	Controller	269-441-6455 Ext. 250	
Elly Stark	Sales Manager	269-441-6455 Ext. 234	
Heather Beck	Customer Service Manager	269-441-6455 Ext. 248	

FOOD & DRUG ADMINISTRATION	HEALTH DEPARTMENT
300 River Pl Dr, Detroit, MI 48207	Michigan Department of Agriculture and Rural Development Address?
oradetroitrecalls@fda.hhs.gov	Ellen Carr 1-269-762-9780
1-313-393-8118	Paula Dankert 1-231-357-3514

PRAIRIE FARMS DAIRIES INC.	Certification Body Information
Ed Mullins CEO	Silliker- Australia
800-654-2547	+6-138-878-2138
Tom Benthien Corporate Q.A. Manager	certification@mxns.com
314-223-4700	SQF
Rylee Sterrett Corporate Q.A.	LeAnn Chuboff, Technical Director
314-971-8283	1-202-220-0635
Rebecca Leinenbach VP Marketing/ Communications	lcuboff@fmi.org
314-520-7095 or 618-659-5644	foodsafetycrisis@sqfi.com

CUSTOMERS
Report of Contacts by AS400

Recall Team Responsibilities

TEAM CHAIRMAN – Andy Fish - General Manager

Notifies Prairie Farms Corp. Office
Makes formal notification to plant employees of recall
Addresses all new media outlets

RECALL COORDINATOR – Kali Stone – QA Manager

Convenes recall team to determine if a recall is warranted and corporate office should be notified
Establishes communication lines with Corp. Quality Assurance Dept.
Drafts a communication, listing the specifics of the problem as factually as possible
Secures product and duplicates. Holds for directions from Corp. QA Dept.
Initiates/continues physical & chemical analysis of affected product as necessary
Ensures that all team members maintain detailed logs of their activities throughout the recall
Provides updated progress reports from all areas of responsibility on a routine basis
Provides periodic progress reports to senior plant, Division & Corp. management

PLANT PRODUCTION – Mike Hedge – Plant Manager

Stops production if recalled product is the same or a related product
Prepares an accurate accountability/usage record for the recalled product from production files
Investigates cause of the problem, as applicable, checking all records

SHIPPING DEPARTMENT – Doug Forbes – Cooler Manager

Immediately stops shipment of recalled product from cooler
Isolates product in question from unaffected product in the cooler
Takes an accurate inventory of recalled product remaining in the facility
Accounts for any recalled product that may be in rework area &/or veal area
Maintains a log of incoming recalled product to cooler or dumpster by product name, size & quantity

WAREHOUSE – Doug Forbes – Cooler Manager

Isolates all product involved in the recall that is still in storage
Collects recalled ingredients/supplies from plant & stores with already isolated product in storage
Provides accurate inventory of product in question & provides records showing the initial amount
Received to determine the amount being reconciled

PRODUCTION COORDINATOR – Dan Dockweiler and Terri Tucker

Reconciles ingredient usage with manufacturing records
If recalled product is a finished product from an outside vendor, reconciles incoming inventory with on hand
Inventory and sales
Traces recalled product to destinations via computerized files for Sales & Transportation dept. use
Adjusts production orders/incoming vendor product as affected by the recalled product

DIVISION SALES MANAGER – Steve London – Sales Manager

Alerts retail and wholesale sales personnel of responsibilities of contacting customer accounts and of method
for handling affected product
Maintains updated customer listing for prompt notification
Assures that telephone contact of customers is followed by a letter containing a SASE or postcard to provide
Documented records of how the affected product was handled, if not picked up and returned to the plant
For disposal

Recall Team 2nd page

TRANSPORTATION – Tom Skiles – Assistant General Manager/ Distribution

Stops all in-transit shipments of recalled product and arranges for the return of affected product to collection points

Provides inventory, by store, route truck and transport with codes and quantities of the affected product returned to the prearranged collection point to the QA Dept

Handles transportation, if needed, for final disposition of recalled products

CONTROLLER – Chad Hiltner

Assigns a special account number for all costs incurred and associated with the recalled products

Keeps records of all costs associated with the recall, including reimbursements made to customers

Product Recall Classification, Examples, and Dispositions

Recalls:

Class I – Toxic

Definition: High probability that the use or exposure to the product will cause serious adverse health consequences or death

Example: Listeria monocytogenes in dairy products.
Product containing substances that could result in toxic shock, (beta-lactams, and aflatoxin) carcinogens (sulfomethazine) or other highly toxic items (solvents, pesticides etc.) that may result in death.

Disposition: Must be physically collected from every stop and returned to the processing facility for destruction. The product will be segregated and will not be returned to the plant dock or veal dump area. It will be placed in a trailer designated for holding until FDA/Management determines final disposition. All products must be accounted for on the Product Recovery Form.

Class II –

Definition: A situation where the use or exposure to the product may cause temporary or medically reversible adverse consequences, but the probability of serious adverse health consequences is remote

Example: Undeclared sulfites in the ingredient label. Wash solution in fluid milk. High fat product in a low fat or fat free container.

Disposition: Product should be returned to the veal dump dock and/or holding area unless otherwise specified by management. All products must be accounted for on the Product Recovery Form.

Class III

Definition: A situation where the use or exposure to the product is not likely to cause adverse health consequences

Example: Short fills on filler below MAV (maximum allowable value). Yeast and mold, SPC colony contamination, misbranding of flavors (not stating artificial).

Disposition: Product should be returned to the veal dump and/or holding area or the products reclaim area as specified by the plant management.
All products must be accounted for on the Product Recovery Form

Further Clarification of Definitions

Violative – Product that is illegal due to adulteration or misbranding of products that present a risk of injury or gross deception to the consumer.

Adulteration – A product is considered to be adulterated if it:

- contains a poisonous or deleterious substance
- contains an unapproved pesticide in excess of legal tolerances
- contains unlawful drug residues
- contains an unauthorized food or color additive
- contains filth or decomposed substance
- was prepared or stored under unsanitary conditions
- if from a diseased animal

Economic Adulteration – A product, which has been modified by addition or deletion of a substance to make the product appear more valuable than it, is. Examples of this are water added to milk, inadequate fat standardization, low food solids in ice cream and, substitution of orange juice concentrate with beet sugar.

Misbranding – A product whose label is false, misleading, or does not comply with label information required by laws and regulations. Examples are ingredients that are not included in the ingredient statement, inaccurate weight or volume declaration, inaccurate Nutrition Facts Information.

Product Market Withdrawal

Definition: A method of removing or correcting product already in distribution that is considered a quality complaint, but not subject to legal action through seizure or embargo from adulteration or misbranding that present a risk of injury or gross deception to the consumer. Notification to regulatory agencies is not required, but may be indicated depending on the situation.

Example: Off flavors in milk, short fills inside the MAV.
Poor appearance, body or texture, 2% milk in 1% labeled container.

Disposition: Product should be returned to the veal dump and/or holding area or to the product reclaim area as specified by the plant management.
All product must be accounted for on the Product Recovery Form.

Stock Recovery

Definition: Product in the facility. This does not require regulatory notification, whether it is a recallable item or not, because the facility maintains 100 % possession.

Example: Solvent in product, wash solution in fluid milk, leaking containers.

Disposition: This product must be 100% accounted for at the manufacturing facility. Final disposition determined by management.

Appendix I

Pick up Notice

TO: All Branch Managers, All Sales Managers, Wholesale Dept., All Distributors & Vendors,
Transportation Dept. and Order Dept.

CODE	PRODUCT	SIZE	LABEL	CODE DATE	ACTION
------	---------	------	-------	-----------	--------

REASON:

IT IS IMPERATIVE THIS ITEM IS REMOVED FROM THE SHELVES IMMEDIATELY YOU ARE TO
KEEP TRACK OF HOW MUCH IS PICKED UP AND REPORT TO RECALL COORDINATOR.

Thank you for your help with this matter

Sample Recall Initiation Letter to FDA

January 27, 2001

U.S. Food and Drug Administration

Dear _____:

We, _____, plant code _____ are recalling 'name' Apple Juice pints and 'name' Apple Juice half-gallons due to a cloudy appearance that developed in the product since production. Both were produced on January 25th, with a code date of February 24th.

'name' Apple Juice gallons, produced on the same date of January 25, 200__ in addition, with the same code of February 24, have not developed or shown any sign of developing this cloudy appearance and is not included in this voluntary recall.

- Pint production was 9280 units and half-gallon production was 847 units according to our production records.
- 7488 units of pints and the entire 847 units of half-gallon apple juice were distributed at the time of this recall.
- We have 1792 units of pints and 0 units of half-gallon apple juice remaining in our possession at this time.

No other product produced has been affected by this situation.

Please let us know if further information is required.

Sincerely,

Sample Recall Initiation Letter to State

January 27, 2001

Dept. of Health

Dear _____:

We, _____, plant code _____ are recalling 'name' Apple Juice pints and 'name' Apple Juice half-gallons due to a cloudy appearance that developed in the product since production. Both were produced on January 25th, with a code date of February 24th. 'name' Apple Juice gallons, produced on the same date of January 25, 200__ and with the same code of February 24, have not developed or shown any sign of developing this cloudy appearance and is not included in this voluntary recall.

Pint production was 9280 units and half-gallon production was 847 units according to our production records.

7488 units of pints and the entire 847 units of half-gallon apple juice were distributed at the time of this recall.

We have 1792 units of pints and 0 units of half-gallon apple juice remaining in our possession at this time.

No other product produced has been affected by this situation.

Please let us know if further information is required.

Sincerely,

Sample Employee Notification Letter

Date

To: ALL PRODUCTION AND OFFICE PERSONNEL

From: MANAGEMENT

Subject: PRODUCT RECALL – URGENT and IMMEDIATE ATTENTION

We have encountered a problem with PRODUCT, bearing the following production code dates

_____.

We are immediately recalling the product due to _____. We recognize our responsibility to customers and consumers and must ask for your cooperation in fulfilling our obligations.

We are removing the product from all distribution and sales accounts now and will be destroying all affected product as expeditiously as possible.

Any customer inquiries should be directed to _____ for response.

Any consumer inquiries should be directed to _____ for follow-up after the initial consumer inquiry form is completed.

Any media inquiries should be directed to _____ for response.

Thank you for your cooperation and patience.

Sample Employee Notification Letter

Date

To: **Cooler, Distribution and Sales Personnel**

From: **MANAGEMENT**

Subject: PRODUCT RECALL – URGENT and IMMEDIATE ATTENTION

We have encountered a problem with PRODUCT, bearing the following production code dates _____.

We are immediately recalling the product due to _____.

We recognize our responsibility to consumers and must ask for your quick response and cooperation in fulfilling our obligations.

Please remove, segregate, and hold any stocks of the product above from saleable merchandise. We ask that you do not destroy the recalled product until further notification. _____ will contact you for further disposition of the recalled product.

We intend to resolve this issue in the most expedient manner possible. Letters to all customers have been issued.

Wholesale routes should pick up the recalled product on the next scheduled delivery. Please fill out a special credit form and note RECALL PRODUCT on the ticket.

Any media inquiries should be directed to _____ for response.

Thank you for your cooperation and patience.

Sample Employee Notification Letter

Date

To: **ALL ACCOUNTING PERSONNEL**

From: MANAGEMENT

Subject: PRODUCT RECALL – URGENT and IMMEDIATE ATTENTION

We have encountered a problem with PRODUCT, bearing the following production code dates _____.

We are immediately recalling the product due to _____.

We recognize our responsibility to customers and consumers and must ask for your cooperation in fulfilling our obligations.

We are removing the product from all distribution and sales accounts now and will be destroying all affected product as expeditiously as possible.

A special account number _____ has been set up for accounting for the product returns, dumps, and route reconciliation. Please use this account for all products affected by the recall.

Any customer inquiries should be directed to _____ for response.

Any consumer inquiries should be directed to _____ for follow-up after the inquiry form is completed.

Any media inquiries should be directed to _____ for response.

Thank you for your cooperation and patience.

Sample Customer Notification Letter

Date

Customer Name

Address

RE: PRODUCT RECALL – URGET AND IMMEDIATE ATTENTION

_____ **Dairy Company** has encountered a problem with PRODUCT, UPC# bearing the following production code dates _____.

We are immediately recalling the product due to _____.

We recognize our responsibility to consumers and must ask for your quick response and cooperation in fulfilling this obligation. Please remove and segregate any of the product listed above from saleable merchandise. A representative will contact you to arrange for product return, product replacement and credit.

We ask that you do not return or destroy the recalled product until our representative advises disposition. However, please return the enclosed form by mail or fax providing the requested information. Fax # _____.

We intend to resolve this issue in the most expeditious manner possible. Our representatives are being dispatched now.

Thank you for your cooperation and patience.