

# Union City Community Schools

## *“Educating and Preparing Each Child for Their Future”*

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, August 19, 2024	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**

- a. Add Action Item VI. w. School Social Worker Hire and Contract Approval.

#### III. **Consent Agenda**

##### a. **Approval of Minutes**

- 1. Special 6/24/24

##### b. **Resignation**

Samantha Marshall, high school paraprofessional, has resigned effective July 2, 2024.

##### c. **Resignation**

Makayla Skirka, elementary paraprofessional, has resigned effective July 15, 2024.

##### d. **Resignation**

Amber Gordon, middle school paraprofessional, is resigning effective August 12, 2024.

##### e. **Resignation**

Carlotta Slater, middle school paraprofessional, is resigning effective August 13, 2024.

#### 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 items on the agenda. 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. **Action Items**

### a. **Resignation of Board Member**

Board action is required to accept the resignation from the board of Paula DeJongh.

### b. **Closed Session**

Board action is required to adjourn to closed session for the purpose of discussing student petition for reinstatement per Section 8(b) of the Open Meetings Act.

### c. **Consideration of Student Petition for Reinstatement**

### d. **Neola Volume 38.2**

Board action is required to approve the NEOLA Volume 38.2 policy updates as presented.

### e. **Seasonal Maintenance Position Hiring**

Board action is required to approve the hiring of Rod Dibert for the position of seasonal maintenance.

### f. **Kindergarten Teacher Hiring**

Board action is required to approve the hiring of Leslie Fields for the position of Kindergarten Teacher.

### g. **Kindergarten Teacher Hiring**

Board action is required to approve the hiring of Bethany Vincent for the position of Kindergarten Teacher.

### h. **Kindergarten Teacher Hiring**

Board action is required to approve Tangela Kimble for the position of Kindergarten Teacher.

### i. **Third Grade Teacher Hiring**

Board action is required to approve the hiring of Christy Banks for the position of third grade teacher.

### j. **Third Grade Teacher Hiring**

Board action is required to approve the hiring of Brooke Zaleski for the position of third grade teacher.

### k. **Behavior Interventionist Hiring**

Board action is required to approve the hiring of Chad Curtis as an elementary Behavior Interventionist.

### l. **Bus Driver Hiring**

Board action is required to approve the hiring of Jacklyn Gibson as a bus driver.

### m. **UCEA-MEA Employees Contract 2024-2025**

Board action is required to approve the UCEA-MEA Contract for 2024-2025.

### n. **Food Service Employees Contract 2024-2025**

Board action is required to approve the Food Service Employees Contract for 2024-2025.

### o. **Paraprofessional Employees Contract 2024-2025**

Board action is required to approve the Paraprofessional Contract for 2024-2025.

### p. **Secretarial Employees Contract 2024-2025**

Board action is required to approve the Secretarial Contract for 2024-2025.

### q. **Transportation Employees Contract 2024-2025**

Board action is required to approve the Transportation Employees Contract for 2024-2025.

r. **Individual Contracts 2024-2025**

Board action is required to approve the contracts for 2024-25 as presented for the individuals listed below.

Alan Cross, High School Maintenance Custodian  
Amanda Steele, Elementary School Behavior Interventionist  
Amber Case, High School Principal  
Anna Payne, Middle School Full-Time Substitute  
Andrew Hemker, Assistant Maintenance Supervisor  
Ashley Simpson, Middle School Interventionist  
Chad Curtis, Elementary School Behavior Interventionist  
Charissa Bailey, High School Interventionist  
Deb Brauker, Transportation Supervisor  
Deborah McDowell, Food Service Director  
Grant Hutchins, Director of Technology  
Hayley Denney, Athletic Director  
James Clark, Elementary School Night Custodian  
Jamie Thomas, Middle School Principal  
Jessica Payne, High School Full-Time Substitute  
Kelly AcMoody, Administrative Assistant  
Lorraine Cross, Assistant Business Manager  
Patricia Morrow, Middle School Night Custodian  
Patrick McKerr, Director of Curriculum, Instruction and Assessment  
Rachel Rose, Elementary Full-Time Substitute  
Ray Zierle, High School Night Custodian  
Sara Leson, Business Manager  
Scott Schrader, Elementary School Maintenance Custodian  
Spencer Keever, Maintenance Supervisor  
Tyler Brookmyer, Middle School Custodian

s. **Superintendent Contract**

A motion is needed to approve the Superintendents contract for 2024-2026.

t. **Retirement**

Board action is required to accept the retirement of Teresa DeGraw, elementary paraprofessional, effective May 30, 2024 after 28 years with the district.

u. **Retirement**

Board action is required to accept the retirement of Lisa Monk, elementary special education teacher. She is retiring effective August 1, 2024 after seven years with our district.

v. **Coaching Recommendations**

Board action is required to accept the recommendations of Hayley Denney, Athletic Director, for fall and winter sports coaches as presented.

VII. **Discussion Items**

a. **Facility Planning**

VIII. **Information Items**

a. **Open House Information**

Thursday, August 22 - Elementary School - 5 - 6:30 p.m.; Middle School - 5:30 - 7 p.m.; High School - 6 - 7:30 p.m.

b. **Alumni Field Stadium Dedication**

The dedication will be on September 6 prior to the varsity football game vs. Stockbridge. The UC Boosters is having a reception with food and a tour of the press box from 5:30-6:30 p.m. prior to the dedication ceremony.

**IX. 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.

**X. Board Roundtable**

**XI. 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.

Special Meeting - Public Hearing and  
Budget  
Monday, June 24, 2024 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:	Present
Jennifer Gautsche:	Present
Amber Herman:	Present
Darin LaBar:	Present
Jeremy Steele:	Absent
Archie Mears:	Present
Paul Arlt:	Absent

### **Pledge of Allegiance**

### **Opening Statement**

#### **2023-2024 Proposed Budget Amendment**

Business Manager, Sara Leson, presented the 2023-2024 budget amendment information.

#### **2024-2025 Budget Proposal**

Business Manager, Sara Leson, presented the 2024-2025 budget information.

**Public Hearing on Proposed Budgets or Agenda Items - None**

**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 Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,

Paula DeJongh: Yea

Yea: 5 Nay: 0

### **Approval of Minutes**

Regular 6/17/24

Closed Meeting 6/17/24

**Correspondence - None**

### **Action Items**

#### **2023-2024 Budget Amendment Resolution**

The Board of Education approves the 2023-2024 Budget Amendment Resolution as presented.. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Archie Mears: Yea, Jennifer Gautsche: Yea, Paula DeJongh: Yea, Darin LaBar: Yea,

Amber Herman: Yea;

Yea: 5 Nay: 0

### **2024-2025 Budget Resolution**

The Board of Education approves the 2024-2025 Budget Resolution as presented.. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paula DeJongh: Yea, Amber Herman: Yea;  
Yea: 5 Nay: 0

### **2024-2025 Resolution Authorizing Issuance of Notes in Anticipation of State School Aid**

The Board of Education approves the 2024-2025 Resolution Authorizing Issuance of Notes in Anticipation of State School Aid Resolution as presented.. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Darin LaBar: Yea, Paula DeJongh: Yea, Archie Mears: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea;  
Yea: 5 Nay: 0

### **Administrator Contract**

The Board of Education approves the Administrator Contract for Michael Bates, Elementary Principal, as presented.. This motion, made by Paula DeJongh and seconded by Jennifer Gautsche, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paula DeJongh: Yea;  
Yea: 5 Nay: 0

### **Discussion Item**

#### **NEOLA Volume 38.2**

First reading of NEOLA Volume 38.2. This will be an action item in July.

**Public Comment** - None

#### **Public Comments Statement**

**Board Roundtable** - None

### **Adjournment**

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

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paula DeJongh: Yea;  
Yea: 5 Nay: 0

President Amber Herman adjourned the meeting at 7:11 p.m.

Jennifer Gautsche  
Secretary

Kelly AcMoody  
Recording Secretary



Kelly AcMoody <kacmoody@unioncityschools.org>

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## Fwd: Notice

1 message

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**Chris Katz** <ckatz@unioncityschools.org>  
To: Kelly AcMoody <kacmoody@unioncityschools.org>

Mon, Jul 15, 2024 at 11:51 AM

Begin forwarded message:

**From:** Makayla Skirka <mskirka@unioncityschools.org>  
**Subject:** Notice  
**Date:** July 15, 2024 at 10:12:30 AM EDT  
**To:** Chris Katz <ckatz@unioncityschools.org>

Hello Mr. Katz,

I am sending you this email to put in my notice that I will not be returning for the 2024-25 school year. It's nothing against Union City, I grew up in this town, I love this town. I was just given a co-teaching opportunity somewhere else and I took the opportunity. Thank you so much for giving me the privilege of working at the school that taught me so very much. I will miss the staff and kids greatly. I pray that this school year is a great one for our district.

Thank you again,  
Makayla Skirka

August 12, 2024

Dear Union City Board of Education,

This letter is to inform you of my resignation from my paraprofessional position at Union City Middle School. I have struggled with this decision as I love everyone at the Middle School. This is what is best for me and my family financially. Thank-you for allowing me to work with you!

Amber Gordon

A handwritten signature in blue ink that reads "Amber Gordon". The signature is written in a cursive style with a large initial 'A' and a long, sweeping underline.

August 19, 2024

Dear Chris, Amber & Fellow Board Members,

I regretfully submit my resignation from the UC Board of Education due to my positive business growth and some new demands of my personal time. It has been my pleasure to get to know all of you & work with you over the past few years! Together we have faced some of the biggest challenges in education from managing Covid to hiring Chris as the superintendent and building the new football stadium bleachers, landscaping and track resurfacing with lots of ups and downs in-between.

As most of you know, being on the board really wasn't my cup of tea and I am not a quiet person. I wouldn't trade this experience as I obtained a wealth of knowledge and growth to more effectively help the community understand the Michigan Education system and Union City standards.

Thank you for being such a group of good human beings with your hearts in the right place – we have an outstanding staff, and I will continue to support all of you from the outside.

Best Regards

Paula DeJongh

Chris,

This is a private note for my school board friends

Chris, it's been my pleasure to watch you build and stand behind your goals for the district. You have been such a wonderful role model and I appreciate you always sharing your opinion and wisdom with kindness, honesty and integrity. I joined the Chris Katz fan club.

Amber, thank you for having the courage to step into some big shoes and take on such a huge responsibility.

Darin, your sense of humor, outspokenness and ability to read the budget report is unsurpassed. Thank you for your devotion, wisdom and strength. You carried me on your back the first couple of years and you have no idea how much you helped me while I sat in that hot seat.

Archie, your stable presence, strong voice and honesty is so admirable

Paul, my dear friend, keep asking questions and giving your opinion. With 3 kids in the district you're right where you need to be, sorry I'm leaving you early.

Jenn, you're a little spit fire and perfect for this board as you bring a wealth of business experience and UC history with you

Jeremy, thank you for stepping up & stepping in – although it gets deep sometimes you'll always be able to see the shore with this group of fine people. Good luck!

Kelly – Thanks for taking care of us!



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised EVALUATION OF THE SUPERINTENDENT
Code	po1240
Status	
Legal	M.C.L. 380.1249b
Adopted	December 15, 1997
Last Revised	August 15, 2016

### **Revised Policy - Vol. 38, No. 2**

#### **1240 - EVALUATION OF THE SUPERINTENDENT**

The Board of Education believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the District with the best possible leadership. To carry out this responsibility, the Board will evaluate the Superintendent utilizing a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Evaluates the Superintendent's job performance at least annually in a year-end evaluation, while providing timely and constructive feedback.

A Superintendent rated highly effective **prior to July 1, 2024 and/or effective after July 1, 2024** on three (3) consecutive year-end evaluations may be evaluated every other year, at the District's discretion.

- B. Establishes clear approaches to measuring student growth and provides the Superintendent with relevant data on student growth.

- C. Evaluates the Superintendent's job performance **prior to July, 2024** as highly effective, effective, minimally effective, or ineffective, **and after July 1, 2024 as effective, developing, or needing support** ~~using multiple rating categories that take into account student growth and assessment data.~~ **Before the 2024-2025 school year, For the 2015-2016, 2016-2017, and 2017-2018 school years, twenty five percent (25%) of the annual year end evaluation shall be based on student growth and assessment data. Beginning with the 2018-2019 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2024-2025 school year, twenty percent (20%) of the year-end evaluation shall be based on student growth or student learning objectives.**

For the Superintendent, the pertinent data is that of the entire School District.

- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

1. The effectiveness of the Superintendent, so that **the Superintendents/he** is given ample opportunities for improvement.
2. Retention and development of the Superintendent, including providing relevant coaching, instruction support, or professional development.

3. Removing an ineffective Superintendent after ~~the Superintendents/he~~ has had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
  4. ~~( ) Whether to grant full certification to the Superintendent using rigorous standards and streamlined, transparent, and fair procedures.~~
- E. ~~Prior to July 1, 2024, the~~ The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the entire District:
1. The Superintendent's training and proficiency in conducting teacher performance evaluations if ~~the Superintendents/he~~ does so or ~~the his/her~~ designee's proficiency and training if the Superintendent designates such duties.
  2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
  3. Student attendance.
  4. Student, parent, and teacher feedback and other information considered pertinent by the Board.
  5. ~~Beginning July 1, 2024, the portion of the evaluation that is not based on student growth or student learning objectives must be based on objective criteria.~~
- F. For the purposes of conducting annual year-end evaluations under the performance evaluation system, ~~by the beginning of the 2016-2017 school year,~~ the District shall adopt and implement one (1) or more of the evaluation tools for teachers, or administrators if available, that are included on the list established and maintained by the Michigan Department of Education ("MDE"). However, if the District has one (1) or more local evaluation tools for administrators or modifications of an evaluation tool on the list, and the District complies with G. below, the District may conduct annual year-end evaluations for administrators using one (1) or more local evaluation tools or modifications.
- G. ~~The Beginning with the 2016-2017 school year, the~~ District shall post on its public website all of the following information about the measures it uses for its performance evaluation system for school administrators:
1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
  2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
  3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
  4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
  5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
  6. A description of the plan for providing evaluators and observers with training.
- H. ~~The District shall Beginning with the 2016-2017 school year:~~
1. ~~The District shall~~ provide training to the Superintendent on the measures used by the District in its performance evaluation system and on how each of the measures is used. This training may be provided by a district or ~~by a~~ consortium consisting of two (2) or more districts, the intermediate school district, or a public school academy.

2. ~~The District shall~~ ensure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide ~~the~~ training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

The Board's evaluation shall also include an assessment of the:

- A. progress toward the educational goals of the District;
- B. working relationship between the Board and the Superintendent

Such assessments will be based on defined quality expectations developed by the Board for each criteria being assessed.

**Beginning July 1, 2024, the evaluation system must include a mid-year progress report for the Superintendent in each year that they are evaluated. This mid-year progress report shall comply with M.C.L. 380.1249b and may not replace the annual evaluation.**

The evaluation system shall ensure that if the Superintendent is rated as minimally effective or ineffective **prior to July 1, 2024 or needing support or developing after July 1, 2024**, the person(s) conducting the evaluation shall develop and require the Superintendent to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the Superintendent on **the Superintendent's his/her** next annual year-end evaluation. A Superintendent rated as **ineffective prior to July 1, 2024 and/or needing support after July 1, 2024** ~~ineffective~~ on three (3) consecutive year-end evaluations must be dismissed from employment with the District.

The evaluation program shall aim at the early identification of specific areas in which the Superintendent needs help so that appropriate assistance may be provided or arranged for. The Board shall not release the Superintendent from the responsibility to improve. If the Superintendent, after receiving a reasonable degree of assistance, fails to perform **his/her** assigned responsibilities in a satisfactory manner, ~~dismissal~~ **dismissal**, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each administrator as stipulated in the revised School Code, the employment contract, the Superintendent's administrative guidelines, and as directed by the Michigan Department of Education. An administrator shall be given a copy of any documents relating to **the administrator's his/her** performance which are to be placed in the personnel file.

**All contracts governing the employment of the Superintendent entered into, extended, renewed, or modified on or after July 1, 2024 must include an appeal process concerning the evaluation process and rating received.**

This policy shall not deprive an administrator of any rights provided by State law or any contractual rights consistent with State law.

As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and be prepared better to:

- A. determine the Superintendent's salary;
- B. identify strengths and weaknesses in the operation of the District and determine means by which weaknesses can be reduced and strengths are maintained;
- C. establish specific objectives, the achievement of which will advance the District toward its goals;

**M.C.L. 380.1249b**

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Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Rescind PROHIBITION OF REFERRAL OR ASSISTANCE
Code	po2410
Status	
Legal	M.C.L. 388.1766
Adopted	February 19, 2018

### **Rescind Policy - Vol. 38, No. 2**

#### **2410 PROHIBITION OF REFERRAL OR ASSISTANCE**

In accordance with Michigan statute, any school official, member of the Board of Education, or employee of the Board who is not the parent or the legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion. Any school official, member of the Board, or employee of the Board who violates this policy is subject to disciplinary action.

Any alleged violation of this policy shall be reported to the Superintendent, who shall follow the procedures set out in Policy 1439, Policy 3139, Policy 4139, or the current negotiated bargaining agreement, whichever is applicable, to investigate the allegation. If the allegation relates to a school official, member of the Board, or employee of the Board to whom Policy 1439, Policy 3139, Policy 4139, or a current negotiated bargaining agreement does not apply, the Superintendent shall conduct an investigation, as appropriate to the situation, including providing the person with reasonable notice and the opportunity to respond. All disciplinary measures available under Board Policy 1439, Policy 3139, or Policy 4139 may be utilized, as appropriate, if the Superintendent determines that a violation of this policy occurred.

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Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised REPRODUCTIVE HEALTH AND FAMILY PLANNING
Code	po2414
Status	
Legal	A.C. Rule 388.273 et seq. M.C.L. 380.1169, 380.1506, 380.1507
Adopted	December 15, 1997
Last Revised	June 22, 2020

### **Revised Policy - Vol. 38, No. 2**

#### **2414 - REPRODUCTIVE HEALTH AND FAMILY PLANNING**

The Board of Education directs that instruction be provided on the principal modes by which dangerous communicable diseases, including HIV and AIDS, are spread and the best methods for the restriction and prevention of these diseases. The instruction shall stress that abstinence from sex is the only protection that is 100% effective against unplanned pregnancy and sexually transmitted diseases, including HIV and AIDS, and that abstinence is a positive lifestyle for unmarried young people.

No person shall dispense or otherwise distribute in a District school or on District school property a family-planning drug or device. ~~Additionally, any school official, member of the Board, or employee of the Board who is not the parent or the legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.~~

Each person who teaches K to twelve (12) students about human immunodeficiency virus infection and acquired immunodeficiency syndrome shall have training in human immunodeficiency virus infection and acquired immunodeficiency syndrome education for young people. Licensed health care professionals who have received training on human immunodeficiency virus infection and acquired immunodeficiency syndrome are exempt from this requirement.

~~For a class in which the subjects of family planning or reproductive health are discussed, the District shall notify the parents of the fact that the student will be enrolled in the course and notify the parents about the content of the instruction. Parents shall be given prior opportunity to review the materials to be used (other than tests) and shall be advised in advance of the parents' right to have their child excused from the instruction. The District shall notify the parents, in advance of the instruction and about the content of the instruction, to give the parents an opportunity, prior to instruction, to review the materials to be used (other than tests), as well as the opportunity to observe the instruction and advise the parents of their right to have their child excused from the instruction.~~

Before any revisions to the curriculum on the subjects taught pursuant to M.C.L. 380.1169 are implemented, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1507.

A.C. Rule 388.273 et seq.

M.C.L. 380.1169, 380.1506, 380.1507, ~~388.1766~~

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Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised SEX EDUCATION
Code	po2418
Status	
Legal	M.C.L. 380.1507, 380.1507b, 380.1169
Adopted	February 19, 2018

### **Revised Policy - Vol. 38, No. 2**

#### **2418 - SEX EDUCATION**

In accordance with Michigan statute, the Board of Education authorizes instruction in sex education. Such instruction may include family planning, human sexuality, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health and the recognition, prevention, and treatment of sexually transmitted diseases.

The instruction described in this policy shall stress that abstinence from sex is a responsible and effective method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted diseases and is a positive lifestyle for unmarried young people.

Such instruction shall be elective and not a requirement for graduation.

A student shall not be enrolled in a class in which the subjects of family planning or reproductive health are discussed unless the student's parent or guardian is notified in advance of the course and the content of the course, is given a prior opportunity to review the materials to be used in the course and is notified in advance of **the parent's/guardian's his or her** right to have the student excused from the class. The Michigan Board of Education shall determine the form and content of the notice required in this policy.

Upon the written request of a student or the student's parent or legal guardian, the student shall be excused, without penalty or loss of academic credit, from attending a class described in this policy. If a parent or guardian submits a continuing written notice, the student will not be enrolled in a class described in this policy unless the parent or guardian submits a written authorization for that enrollment.

The District shall provide the instruction by teachers qualified to teach health education. **Material and instruction in a sex education curriculum shall be age-appropriate, not medically inaccurate, and shall comply with the statutory requirements of M.C.L. 380.1507b.**

The Board shall establish a sex education advisory board and shall determine terms of service for the sex education advisory board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District's population. The Board shall appoint two (2) co-chairs for the advisory board, at least one (1) of whom is a parent of a child attending a District school. At least one-half (1/2) of the members of the sex education advisory board shall be parents who have a child attending a District school, and a majority of these parent members shall be individuals who are not employed by a District. The sex education advisory board shall include students of the District, educators, local clergy, and community health professionals. Written or electronic notice of a sex education advisory board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

The sex education advisory board shall:

- A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases. Additional program goals and objectives may be established by the sex education advisory board that are not contrary to Michigan law.
- B. Review the materials and methods of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends including, but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of student sexual violence and harassment.
- C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

Before adopting any revisions in the materials or methods used in instruction under this policy including, but not limited to, revisions to provide for the teaching of abstinence from sex as a method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1169.

Each person who provides instruction to K to twelve (12) students in accordance with this policy shall receive training based on District-approved standards and in accordance with training requirements of the Michigan Department of Education (MDE) and Michigan Department of Health and Human Services (MDHHS).

No person shall dispense or otherwise distribute, in a District school or on District school property, a family planning drug or device. ~~Additionally, any school official, member of the Board, or employee of the Board who is not the parent or legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.~~

For purposes of this policy, "family planning" means the use of a range of methods of fertility regulation to help individuals or couples avoid unplanned pregnancies; bring about wanted births; regulate the intervals between pregnancies; and plan the time at which births occur in relation to the age of parents. It may include the study of fetology. It may include marital and genetic information. Clinical abortion shall not be considered a method of family planning, nor shall abortion be taught as a method of reproductive health.

M.C.L. 380.1507, 380.1507b, 380.1169, ~~388.1766~~

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Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Technical Correction PROFESSIONAL STAFF EVALUATION
Code	po3220
Status	
Legal	M.C.L. 380.1249 (as amended)
Adopted	December 15, 1997
Last Revised	January 15, 2024

### **Technical Correction Policy - Vol. 38, No. 2**

#### **3220 - PROFESSIONAL STAFF EVALUATION**

The Board of Education, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, with involvement of professional staff, the Board delegates to the Superintendent the function of establishing and implementing a rigorous, transparent, and fair performance evaluation system that does at least all of the following:

- A. evaluates the employee's job performance in a year-end evaluation, while providing timely and constructive feedback

Teachers rated highly effective or, as of July 1, 2024, effective on the three (3) most recent consecutive year-end evaluations may be evaluated every other year or, as of July 1, 2024, every third year, at the District's discretion.

- B. establishes clear approaches to measuring student growth and provides professional staff with relevant data on student growth
- C. evaluates an employee's job performance, using rating categories of highly effective, effective, minimally effective, and ineffective prior to July 1, 2024 and using rating categories of effective, developing, and needing support as of July 1, 2024, which take into account student growth and assessment data or student learning objectives

Before the 2024-2025 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning in the 2024-2025 school year, twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

Evaluations must also comply with the following:

1. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data or student learning objective metrics shall be based primarily on a teacher's performance as measured by the District.
2. Prior to July 1, 2024, for core content areas in grades and subjects in which state assessments are administered, fifty percent (50%) of student growth must be measured using the state assessments, and the portion of student growth not measured using state assessments must be measured using multiple research-

based growth measures or alternative assessments that are rigorous and comparable across schools within the District. Student growth also may be measured by student learning objectives or nationally normed or locally adopted assessments that are aligned to state standards, or based on achievement of individualized education program goals.

3. Prior to July 1, 2024, the portion of a teacher's evaluation that is not measured using student growth and assessment data or using the evaluation tool developed or adopted by the District shall incorporate criteria enumerated in section M.C.L. 380.1248(1)(b)(i) to (iii) that are not otherwise evaluated under the tool. (See Policy 3131) After July 1, 2024, the portion of a teacher's evaluation that is not measured using student growth and assessment data or student learning objectives metrics, or using the evaluation tool developed or adopted by the District, must be based on objective criteria.
4. Prior to July 1, 2024, if there are student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent three (3) consecutive-school-year period. If there are ~~no~~ student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the teacher.
5. As of July 1, 2024, the following apply: Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in M.C.L. 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

D. uses the evaluations, at a minimum, to inform decisions regarding all of the following:

1. the effectiveness of employees, so that they are given ample opportunities for improvement
2. prior to July 1, 2024, promotion, retention, and development of employees, including providing relevant coaching, instruction support, or professional development, and after July 1, 2024, development of employees, including providing relevant coaching, instruction support, or professional development
3. prior to July 1, 2024, whether to grant tenure or full certification, or both, to employees, using rigorous standards and streamlined, transparent, and fair procedures
4. prior to July 1, 2024, removing ineffective tenured and untenured employees after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures

E. provides a mid-year progress report for every teacher who is in the first year of probation or has received a rating of minimally effective or ineffective or, after July 1, 2024, needing support or developing on the most recent year-end evaluation

This mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall:

1. prior to July 1, 2024, be based, at least in part, on student achievement;
2. be aligned with the teacher's individualized development plan;
3. include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

F. includes classroom observations in accordance with the following:

1. must include review of the lesson plan, State curriculum standards being taught, and student engagement in the lesson and, as of July 1, 2024, the items described in this paragraph must be discussed during a post-observation meeting between the observer and the teacher
2. must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations
3. observations need not be for an entire class period but, as of July 1, 2024 must not be less than fifteen (15) minutes

4. one (1) observation may be unscheduled
5. the school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations

Other observations may be conducted by other observers who are trained in the use of the evaluation tool as described below. These other observers may be teacher leaders.

6. the District shall ensure that, within thirty (30) calendar days after each observation, the teacher is provided with written feedback from the observation
- G. for the purposes of conducting annual year-end evaluations under the performance evaluation system, the District will adopt and implement one (1) or more of the evaluation tools for teachers that are included on the list established and maintained by the Michigan Department of Education ("MDE")

The evaluation tool(s) shall be used consistently among the schools operated by the District so that all similarly situated teachers are evaluated using the same evaluation tool.

- H. the District will post on its public website all of the following information about the measures it uses for its performance evaluation system for teachers:

1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
6. A description of the plan for providing evaluators and observers with training.

- I. the District shall also:

1. provide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used

This training may be provided by a district or ~~by a~~ consortium consisting of the District, the intermediate school district, or a public school academy.

2. ensure that training is provided to all evaluators and observers

The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide ~~the~~ training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

3. by not later than September 1, 2024, and every three (3) years thereafter, each individual who conducts an evaluation shall complete rater reliability training provided by the District that complies with M.C.L. 380.1249

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform assigned

responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked. A teacher rated as ineffective or, as of July 1, 2024, needing support on three (3) consecutive year-end evaluations must be dismissed from employment as a teacher with the District. In such an instance, all relevant evaluation documents may be used in the proceedings.

Prior to July 1, 2024, if a non-probationary teacher is rated as ineffective on an annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the Superintendent. The request for a review must be submitted in writing within twenty (20) days after the teacher is informed of the rating. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on review. However, the performance evaluation system shall not allow for a review as described in this subdivision more than twice in a three (3) school-year period.

After July 1, 2024, if a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in M.C.L. 380.1248.

The District shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or, after July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations. If the District is unable to comply with this and plans to assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or, after July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations, the Board will notify the student's parent or legal guardian in writing not later than July 15 immediately preceding the beginning of the school year for which the student is assigned to the teacher, that the District is unable to comply and that the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective or, as of July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations. The notification shall include an explanation of why the Board is unable to comply. After July 1, 2024, if a teacher requests a review of the teacher's evaluation under the amendments to the statute, the Board must not issue the notification until the review process is complete.

Evaluations shall be conducted of each professional staff member as stipulated in the Teacher Tenure Act, the revised School Code, a negotiated agreement or contract, the Superintendent's administrative guidelines, and as directed by the Michigan Department of Education. A professional staff member shall be given a copy of any documents relating to the staff member's performance which are to be placed in the personnel file.

This policy shall not deprive a professional staff member of any rights provided by State law or contractual rights consistent with State law.

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Book	Policy Manual
Section	Board Review - 38.2
Title	Copy of PURCHASING
Code	po6320
Status	
Legal	M.C.L. 380.1267, 380.1274 et seq.
Adopted	December 15, 1997
Last Revised	January 18, 2016

#### 6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

Each year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent seek informal price quotations on purchases/items that exceed the state statute limitation.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

#### **Competitive Bids**

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

Bids shall be sealed and shall be opened by the Superintendent in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the school;

- D. delivery terms;
- E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders which use a Michigan-based business as the primary contractor and/or which use one (1) or more Michigan-based business as subcontractors.

For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- A. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- B. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

### **Bid Protest**

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of 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.

### **General Provisions**

The Superintendent is authorized to purchase all items within budget allocations.

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that opportunity be provided to as many responsible suppliers as possible to do business with the school.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

**Procurement – Federal Grants**

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and federally-funded programs. The District shall maintain a compliance 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 this policy and administrative guidelines (AG 6320).

Revised 12/17/12

**[Cross References:****po6350]**

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Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Technical Correction NEW SCHOOL CONSTRUCTION, RENOVATION
Code	po6321
Status	
Legal	M.C.L. 380.1267 M.C.L. 380.1264
Cross References	po6350 - PREVAILING WAGE
Adopted	April 17, 2006
Last Revised	June 17, 2019

### **Technical Correction Policy - Vol. 38, No. 2**

#### **6321 - NEW SCHOOL CONSTRUCTION, RENOVATION**

Before commencing construction of any new school building or the major renovation of an existing school building, the Board of Education shall consult on the plans for construction or major renovation regarding school safety issues with the law enforcement agency that is the first responder for the school building at issue. For purposes of this paragraph, school building means any building intended to be used to provide instruction to students and any recreational or athletic structure or field intended to be used by students.

Before beginning construction of a new school building, or an addition, repair, repair or renovation of an existing school building, except emergency repairs, the Board of Education shall obtain competitive bids on all the material and labor required for the complete construction of a proposed new building or addition to or repair or renovation of an existing school building which exceeds the State statutory limit (\$20,959 for 2009).

This policy does not apply to buildings, renovations, or repairs costing less than the statutory limit or to repair work normally performed by District employees.

The Board shall advertise for the bids required under subsection:

- A. By placing an advertisement for bids at least once in a newspaper of general circulation in the area where the building or addition is to be constructed or where the repair or renovation of an existing building is to take place and by posting an advertisement for bids for at least two (2) weeks on the Department of Management and Budget website, website on a page on the website maintained for this purpose or on a website maintained by a school organization and designated by the Department of Management and Budget for this purpose.
- B. By submitting the request for bids for placement on the Michigan Department of Management and Budget's website for school organizations, including a link to the District's website.
- C. The advertisement for bids shall do all of the following:

1. specify the date and time by which all bids must be received by the Board at a designated location;
  2. state that the Board will not consider or accept a bid received after the date and time specified for bid submission;
  3. identify the time, date, and place of a public meeting at which the Board or its designee will open and read aloud each bid received by the Board by the date and time specified in **the** advertisement;
  4. 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 or the Superintendent of the District. A Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- D. The Board shall require each bidder for a contract under this **policy**, to file with the Board security in an amount not less than **one-twentieth (1/20)** of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board.
- E. The Board shall not open, consider, or accept a bid that the Board receives after the date and time specified for bid submission in the advertisement for bids as described in subsection C of this policy.
- F. At a public meeting identified in the advertisement for bids described in subsection C of this policy, the Board or its designee shall open and read aloud each bid that the Board received at or before the time and date for bid submission specified in the advertisement for bids. The Board may reject any or all bids, and if all bids are rejected, shall readvertise in the manner required by this policy.

The Board may consider and provide a preference to bidders which use a Michigan-based business as the primary contractor and/or which use one (1) or more Michigan-based business(es) as subcontractors.

For purposes of this **preference**, a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the **business certifies that, businesses certify that** since inception or during the last twelve (12) **months**, **months** the **business** **it** has done **one (1)** of the following:

1. **have**-filed a Michigan business tax return showing an allocation of income tax base to Michigan
2. **have**-filed a Michigan income tax return showing income generated in or attributed to Michigan
3. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

- G. The competitive bid threshold amount specified in this policy (\$20,959 for 2009) is adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31st of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31st of the immediately preceding year and adding that product to the maximum amount that applied in the immediately preceding year, rounding to the nearest whole dollar. The current exempt amount must be confirmed with the Michigan Department of Education prior to issuing contracts for construction, renovation, or repair which exceed the amount listed in this policy.

**[Cross References:  
po6350]**

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Book	Policy Manual
Section	Board Review - 38.2
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 20, 2022

#### **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](http://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

Revised 6/17/19

### **[Cross References:**

**po6350]**

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Book Policy Manual  
 Section Board Review - 38.2  
 Title Vol. 38, No. 2 - February 2024 New PREVAILING WAGE  
 Code po6350  
 Status  
 Legal M.C.L. 480.1101, et seq.

### **New Policy - Vol. 38, No. 2**

#### **6350 - PREVAILING WAGE**

~~The Superintendent shall designate a Prevailing Wage Coordinator for the District who shall be tasked with ensuring compliance with State and Federal regulations concerning prevailing wage rate. **[END OF OPTION]**~~

**[DRAFTING NOTE: If a District selects the above option, the District should also select "Prevailing Wage Coordinator" in the two (2) options below. If the District did not select the above option, select "Superintendent" in the two (2) options below. As a reminder, Superintendent includes the Superintendent's designee by definition. See po0100.]**

The  Superintendent  ~~Prevailing Wage Coordinator **[END OF OPTION]**~~ shall oversee the District's obligations under M.C.L. 480.1101, et seq. including, but not limited to, ensuring the following:

- A. A contract for a State Project, entered into pursuant to advertisement and invitation to bid, which requires or involves the employment of Construction Mechanics shall not be approved unless the wage and fringe benefits rate in the contract are not less than the prevailing rates in the Locality in which the work is to be performed.
- B. Before advertising for bids on a State Project, the  Superintendent  ~~Prevailing Wage Coordinator **[END OF OPTION]**~~ shall ask the Commissioner to determine the prevailing rates of wages and fringe benefits for all classes of Construction Mechanics called for in the contract.
- C. A schedule of these rates shall be made part of the specifications for the work to be performed and shall be printed on the bidding forms.
- D. If a contract is not awarded or construction is not undertaken within ninety (90) days of the date of the Commissioner's determination of prevailing rates, the Commissioner must make a redetermination before the contract is awarded.
- E. Every contractor and subcontractor must fulfill its obligations under the statute relating to prevailing wages on State Projects.
- F. Every contract for a State Project must contain the statutory language providing that Construction Mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and non-discrimination, non-retaliation requirements, and provide that any Construction Mechanic aggrieved by the failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the contract or retaliation associated therewith, may bring an action in a court of competent jurisdiction against the contractor or subcontractor for damages or injunctive relief along with other remedies prescribed by statute.

G. The District shall maintain certified payroll records and other records required by law for a minimum of three (3) years.

Contracts on State Projects which contain provisions regarding payment of prevailing wages as determined by the United States Secretary of Labor or which contain minimum wage schedules which are the same as prevailing wages in the Locality as determined by collective bargaining agreements or understandings between bona fide organizations of Construction Mechanics and their employers are exempt from the above requirements.

Additionally, the above requirements do not apply to a State Project if it was paid for, in whole or in part, from revenues from a millage that was authorized under the revised school code, if the millage was authorized before February 13, 2024.

#### **Definitions**

*Commissioner* means the Department of Labor and Economic Opportunity.

*Construction Mechanic* means a skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on a State Project but shall not include executive, administrative, professional, office, or custodial employees.

*Locality* means the county, city, village, township, or school district in which the physical work on a State Project is to be performed.

*State Project* means new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, schools, works, bridges, highways, or roads authorized by a contracting agent.

M.C.L. 480.1101, et seq.

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Book	Policy Manual
Section	Board Review - 38.2
Title	Copy of PAYROLL DEDUCTIONS
Code	po6520
Status	
Legal	M.C.L. 380.1224, 408.477; 423.210 (2012 P.A. 53) M.E.A. v. Secretary of State, (on rehearing) 489 Mich. 104 (2011) Mich. OAG 7187 (2006)
Adopted	December 15, 1997
Last Revised	February 17, 2014

#### 6520 - **PAYROLL DEDUCTIONS**

The Board of Education authorizes in accordance with the provisions of law or upon proper authorization on the appropriate form that deductions be made from an employee's paycheck form for the following purposes:

- A. Federal and State income tax
- B. Social Security
- C. Municipal income tax
- D. Public School Employees Retirement System
- E. Michigan Public School Employment Retirement System (MPSERS) Tax Deferred Payment (TDP) plan
- F. other legally permissible deductions established through an applicable collective bargaining agreement
- G. Section 125 deductions (cafeteria plans)
- H. U.S. Savings Bonds
- I. direct deposit in a chartered credit union and/or bank
- J. contributions to charitable corporations, not-for-profit, and community fund organizations
- K. payment of group insurance premiums for a plan in which at least ten percent (10%) of the District employees participate
- L. payment for benefits of part-time employees who elect to participate in benefits provided to full-time staff
- M. court ordered judgments

To the extent permitted by law and in accordance with the procedures set forth below, the Board of Education declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the District's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

In any case where the employee designates the agent, broker or company through whom the Board shall arrange for the placement or purchase of the tax-sheltered annuity, the agent, broker or company must execute a reasonable service agreement, an information sharing agreement, and/or other similar agreements as determined at the discretion of the District. The service agreement shall include a provision that protects, indemnifies, and holds the District harmless from any liability attendant to procuring the annuity in accordance with provisions of the Internal Revenue Code and other applicable Federal or State law.

The Board, by providing employees with payroll deduction services for annuities, is not providing any financial advice to employees, and is not vouching for the suitability of any investment or any annuity provider. The District assumes no responsibility or liability for any investment decisions or losses with respect to employee annuity purchases.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall notify the Superintendent's Office in writing if they wish to participate in such a program.

Revised 4/19/99

Revised 5/20/02

Revised 3/19/07

Revised 6/23/08

Revised 9/19/11

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Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES
Code	po8800
Status	
Legal	M.C.L. 2.91, 380.1347, 380.1347a, 380.1565 20 U.S.C. 4071 et seq. 29 C.F.R. 1910.1030 Gregoire vs. Centennial School District 907 F2d 1366, (3rd Circuit, 1990) Lee vs. Weisman, 112 S. Ct 2649, 120 L. Ed. 2d 467 (1992)
Cross References	po8805 - FLAGS AND DISPLAYS
Adopted	December 15, 1997
Last Revised	July 15, 2013

### **Revised Policy - Vol. 38, No. 2**

#### **8800 - RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES**

##### **RELIGIOUS CEREMONIES AND OBSERVANCES**

The Board of Education acknowledges that the U.S. Constitution prohibits it from adopting any policy or rule promoting or establishing a religion or any policy that unlawfully restricts any person's free exercise of the individual right to free exercise of religion enjoyed by all persons. Within the confines of this legal framework, the Board adopts the following policy to address the scope of these rights and the District's authority within its own facilities or during events. Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the church of his/her choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family.

As public employees, while on duty and acting within the scope of employment or pursuant to official duties, District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. Staff are expected to avoid circumstances where the staff member's expression of religious views could be reasonably construed as an endorsement or approval of the message by the school or District. Nothing in this policy or its application shall serve to prohibit or interfere with any staff member's free exercise of their religious views in circumstances not covered by this policy. The District shall not function as a disseminating agent for any person or outside agency for any religious or anti religious document, book, or article. Distribution of such materials on District property by any party shall be in accordance with Policy 7510 - Use of School Facilities and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Special Interest Groups.

Nothing in this policy prohibits teaching about various religions and religious practices in a manner consistent with any adopted District course curriculum. This instruction may include discussion of religious holidays and customs in a manner related to the curriculum that does not give the appearance of an endorsement of one religion over other religions or favoring either a system or religious beliefs or of other beliefs, such as atheism or agnosticism. Observance of religious holidays through devotional exercises or acts of worship is also prohibited.

Distribution of any outside organization's materials, including a request by any person wishing to facilitate dissemination of materials on District property, may make a request in accordance with Policy 7510 and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Non-School Affiliated Groups and AG 9700A - Distribution of Materials to Students.

Students are not prohibited by this policy from engaging in the free, individual, and voluntary exercise or expression of the individual's/person's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when individuals are free to associate, or on an individual basis in a manner that does not disrupt the educational process.

Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgement of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

~~+~~ The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies.

~~+~~ The Board shall not include religious invocations, benedictions, or formal prayer at any school-sponsored event.

#### **PATRIOTIC ACTIVITIES AND OBSERVANCES** ~~The United States Flag and Pledge of Allegiance~~

The flag of the United States shall be raised above each public school building operated by the District at all times during school hours, weather permitting. This flag shall measure at least ~~four (4)~~ 4 feet ~~two (2)~~ 2 inches by ~~eight (8)~~ 8 feet. A United States flag shall also be displayed in every classroom or other instructional site in which students recite the Pledge of Allegiance.

All students in attendance at school will be provided an opportunity to recite the Pledge each day that school is in session. However, no student shall be compelled to recite the Pledge of Allegiance. No student shall be penalized for failure to participate in the Pledge and the professional staff shall protect any such students from bullying as a result of their not participating in the Pledge.

The building principal or administrator shall be responsible for determining the appropriate time and manner for reciting the Pledge, with due regard to the need to protect the rights and the privacy of a nonparticipating student.

~~x ]~~ The District may offer students and staff a Moment of Silence to commemorate a significant event that has a significant impact on the community. The decision to offer a moment of silence shall be the building principal's and/or the Superintendent's decision. No moment of silence shall be described by school officials with reference to religious symbolism or activity. **[END OF OPTION]**

M.C.L. ~~2.91~~, 380.1347, 380.1347a, 380.1565  
20 U.S.C. 4071 et seq.  
~~29 C.F.R. 1910.1030~~

Gregoire vs. Centennial School District 907 F2d 1366, (3rd Circuit, 1990)  
Lee vs. Weisman, 112 S. Ct 2649, 120 L. Ed. 2d 467 (1992)

**[Cross Reference  
po8805]**

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# **Union City Community Schools**

430 St. Joseph Street, Union City, MI 49094

Ph: 517-741-8091

Fax: 517-741-5205

July 1, 2024

To the Board of Education:

I recommend Rod Dibert for the position of seasonal mowing beginning in July.

Thank you,

Spencer Kever  
Maintenance Supervisor



## **UNION CITY ELEMENTARY SCHOOL**

601 Walnut Street  
Union City, MI 49094  
517-741-8191  
Fax:517-741-8415

Principal: Michael Bates

Secretary: Rhonda Reese

**August 13, 2024**

Dear Union City Community Schools Board of Education Members,

Please accept this letter as a formal recommendation for the hire of Mrs. Leslie Fields for the position of Kindergarten Teacher. We are excited to have Mrs. Fields join our community in this vital role.

Mrs. Fields comes to us with an impressive 20 years of teaching experience at Pennfield Schools, where she has consistently demonstrated her dedication to elementary education. Her extensive experience, particularly in the early grades, has equipped her with the skills and knowledge to promote a nurturing and effective learning environment for our students.

Mrs. Fields is eager to become an integral part of our Union City community, and I am confident that her passion for teaching, combined with her deep experience, will make her an outstanding addition to our Union City Elementary team.

Again, it is with great pleasure that I recommend Mrs. Leslie Fields for this position. Her love for teaching and commitment to student success will greatly benefit our kindergarten students and the broader school community.

Sincerely,

Mr. Michael Bates



## **UNION CITY ELEMENTARY SCHOOL**

601 Walnut Street  
Union City, MI 49094  
517-741-8191  
Fax:517-741-8415

Principal: Michael Bates

Secretary: Rhonda Reese

**August 13, 2024**

Dear Union City Community Schools Board of Education Members,

Please accept this letter as a formal recommendation for the hire of Ms. Bethany Vincent for the position of Kindergarten Teacher. We are excited to have Ms. Vincent join our team in this important role.

Ms. Vincent brings with her 8 years of valuable teaching experience in 1st and 2nd grade at Pennfield Schools. Her background in early childhood education and her proven ability to create a supportive and engaging learning environment make her an excellent fit for our kindergarten program.

Ms. Vincent grew up in Tekonsha, MI, and continues to live in the community. Her local roots and her dedication to teaching ensure that she will be a committed and enthusiastic member of our Union City Elementary team.

Again, it is with great pleasure that I recommend Ms. Bethany Vincent for this position. I am confident her passion for education and her experience will make her a tremendous asset to our kindergarten students and the wider school community.

Sincerely,

Mr. Michael Bates



## **UNION CITY ELEMENTARY SCHOOL**

601 Walnut Street  
Union City, MI 49094  
517-741-8191  
Fax:517-741-8415

Principal: Michael Bates

Secretary: Rhonda Reese

**August 13, 2024**

Dear Union City Community Schools Board of Education Members,

Please accept this letter as a formal recommendation for the hire of Mrs. Tangela Kimble for the position of Kindergarten Teacher. We are excited to have Mrs. Kimble join our team in this essential role.

Mrs. Kimble is a proud graduate of Union City, and her deep connection to our community is evident in the relationships she has built with students and families during her years as a substitute teacher at Union City Schools. Her familiarity with our school culture and her ability to engage with students have made her a beloved and effective educator in our district.

Having grown up in Union City, Mrs. Kimble understands the values and needs of our community, and she is committed to fostering a positive and nurturing learning environment for our youngest learners. Her experience and dedication make her an ideal candidate for this position.

Again, it is with great pleasure that I recommend Mrs. Tangela Kimble for the Kindergarten Teacher position. I am confident that her strong ties to our community, along with her teaching experience, will make her an invaluable addition to our Union City Elementary team.

Sincerely,

Mr. Michael Bates



## **UNION CITY ELEMENTARY SCHOOL**

601 Walnut Street  
Union City, MI 49094  
517-741-8191  
Fax:517-741-8415

Principal: Michael Bates

Secretary: Rhonda Reese

**August 13, 2024**

Dear Union City Community Schools Board of Education Members,

Please accept this letter as a formal recommendation for the hire of Mrs. Christy Banks for the position of 3rd Grade Teacher. We are excited to have Mrs. Banks join our team in this pivotal role.

Mrs. Banks is looking to return to education after years of contributing her skills as an educator in the business field. A proud graduate of Union City, she has deep roots in our community, and her family continues to be part of the Union City Schools system. This strong connection to our school district and her professional background set her up to bring a fresh perspective and renewed passion to our 3rd grade program.

In addition to her educational experience, Mrs. Banks has also spent years coaching volleyball, further honing her leadership and mentoring abilities. Her experience inside and outside the classroom will enable her to create a dynamic and engaging learning environment for our students.

Again, it is with great pleasure that I recommend Mrs. Christy Banks for this position. I am confident that her diverse experience, commitment to education, and strong ties to our community will make her an excellent addition to our Union City Elementary team.

Sincerely,

Mr. Michael Bates



## **UNION CITY ELEMENTARY SCHOOL**

601 Walnut Street  
Union City, MI 49094  
517-741-8191  
Fax:517-741-8415

Principal: Michael Bates

Secretary: Rhonda Reese

**August 13, 2024**

Dear Union City Community Schools Board of Education Members,

Please accept this letter as a formal recommendation for the hire of Mrs. Brooke Zaleski for the position of 3rd Grade Teacher. We are thrilled to have Mrs. Zaleski join our team in this key role.

With fifteen years of teaching experience, Mrs. Zaleski has developed expertise in reading and math instruction, working with students across a broad spectrum of academic abilities. Her extensive experience has allowed her to analyze each student's unique needs effectively, ensuring that she can create a positive and supportive classroom environment where all students can thrive.

Throughout her career, Mrs. Zaleski has successfully addressed not only the academic needs of her students but also their social and behavioral development. Her ability to tailor her teaching strategies to meet her students' diverse needs makes her an exceptional educator well-prepared to contribute to the success of our 3rd grade students.

Again, it is with great pleasure that I recommend Mrs. Brooke Zaleski for this position. I am confident that her experience, dedication, and commitment to student success will make her a valuable addition to our Union City Elementary team.

Sincerely,

Mr. Michael Bates



## **UNION CITY ELEMENTARY SCHOOL**

601 Walnut Street  
Union City, MI 49094  
517-741-8191  
Fax:517-741-8415

Principal: Michael Bates

Secretary: Rhonda Reese

**August 13, 2024**

Dear Union City Community Schools Board of Education Members,

Please accept this letter as a formal recommendation for the hire of Mr. Chad Curtis for the position of Behavioral Interventionist. We are excited to have Mr. Curtis join our team in this crucial role.

Mr. Curtis has been in education for a couple of years, during which time he has served as a building substitute. He has consistently demonstrated a calm and approachable demeanor, which has enabled him to form strong, positive relationships with students. His ability to connect with students and support their social and emotional needs will be invaluable in his role as a Behavioral Interventionist.

Mr. Curtis's calm personality and experience working directly with students make him exceptionally well-suited to help create a safe and supportive environment at Union City Elementary. His presence will contribute significantly to our efforts to promote positive behavior and enhance the school climate.

Again, it is with great pleasure that I recommend Mr. Chad Curtis for this position. His dedication to student well-being and his ability to promote meaningful relationships will make him an excellent addition to our Union City Elementary team.

Sincerely,

Mr. Michael Bates



# **Union City Community Schools**

430 St. Joseph Street, Union City, MI 49094  
Ph: 517-741-3350  
Fax: 517-741-5205

**Deb Brauker**  
Transportation Supervisor  
dfrey@unioncityschools.org

August 15, 2024

To the Board of Education:

I recommend Jacklyn Gibson to be hired as a new bus driver. She has all the qualifications and very strong references. In addition, the transportation department will benefit from her employment. We have all full-time positions filled for the 2024-25 school year. I am looking for one sub driver.

Thank you for your consideration,

Deb Brauker

COLLECTIVE BARGAINING AGREEMENT  
2024 - 2025

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 four (4) days canceled due to adverse weather conditions (for example; ½ day, ½ day, full, full, 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.

#### 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, 2024 and shall continue in effect until June 30, 2025.

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

Food Service Employees

Position	Step	2024-25
Head Cook		
	1	16.70
	2	16.95
	3	17.20
	4	17.45
	5	17.70
	6	17.95
	7	18.20
	8	18.45
	9	18.70
	10	18.95
Cook's Helper		
	1	15.95
	2	16.20
	3	16.45
	4	16.70
	5	16.95
	6	17.20
	7	17.45
	8	17.70
	9	17.95
	10	18.20

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 \_\_\_\_\_

Dear Chis Katz,

This letter is to inform the district that i will be retiring from my teaching position at Union City Community School effective August 1st 2024

Sincerely,  
Lisa Monk



# **Union City Community Schools**

**Charger Athletics**  
430 St. Joseph Street  
Union City, MI 49094

**Mrs. Hayley Denney**  
Athletic Director  
[hdenney@unioncityschools.org](mailto:hdenney@unioncityschools.org)  
Ph: 517.741.3306  
Fax: 517.741.5205

**To: Chris Katz, Superintendent**  
**From: Hayley Denney, Athletic Director**  
**Date: August 9, 2024**  
**RE: Coaching Staff**

**Resignation:**

**Pete Payne- JV Head Football Coach**

**Scott Cayo- 7th Grade Boys Basketball Coach**

**I recommend the following persons be hired as a coach for the 2024-25 school year.**

**New Hire:**

**Sadie Galvin- 8th Grade Volleyball Coach**

**Jaydin Coyer- 7th Grade Volleyball Coach**

**Jared Thornton- JV Head Football Coach**

**Corey Collins- MS Head Football Coach**

**Donnie Grinnell- MS Asst Football Coach**

**Leanna Vandenburg- 7th Grade Girls Basketball Coach**

**Megan Burgett- JV Head Girls Basketball Coach**